GREEN WAVE LLC

Application for Medical Marijuana Compassion Center License

Part 2 – CHECKLIST FOR ALL FORMS, ANNEXES, EXHIBITS, DOCUMENTS, AND DELIVERABLES

All Forms, Annexes, Exhibits, Documents, and Deliverables set forth below must be included in an Application for Medical Marijuana Compassion Center License. Pursuant to § 1.2(C)(5) of the Regulations, only applications which the Department determines to be complete, including delivery of all completed Forms, Annexes, Exhibits, Documents, and Deliverables, as set forth below, shall be eligible for further evaluation and review. Incomplete applications will be deficient and will not be considered further, and the application fee will not be refunded.

FORM/Exhibit #	Name/Description	Included Yes
CC Form 1	Application Information Sheet, Taxpayer Status, Notices and Affirmations executed by a duly authorized signatory of Applicant.	**X**
CC Form 2	Disclosure of Owners and Other Interest Holders executed by a duly authorized signatory of Applicant	**X**
	Attached Organizational chart	**X**
	Attached Schedule of effective ownership interests and compensation/remuneration as described in Section III of the CC Form 2, in compliance with § 1.2(C)(4)(h) of the Regulations	**X**
CC Form 3	Interest Holder Certification Statement executed by a duly authorized signatory of Applicant.	**X**
CC Form 4	Certification Regarding Nonprofit Status and Compliance executed by a duly authorized signatory of Applicant.	**X**
	Attached Annex A – Nonprofit Documents	**X**
	Attached Annex B – Management Companies	**X**
	Attached Annex C – Vendors	**X**
	Attached Annex D – Contracts	**X**
	Attached Annex E – Related Party Transactions	**X**
	Attached Annex F – Real Estate	**X**
	Attached Annex G – Equipment	**X**
	Attached Annex H – Annual Compensation	**X**
CC Form 5	Disclosure executed by a duly authorized signatory of Applicant of all applications, licenses and/or registrations in any jurisdiction, and any withdrawals, denials, suspensions, revocations, consents orders/agreements and/or other enforcement or regulatory actions in any jurisdiction, including copies thereof in compliance with § 1.2(C)(4)(m)(1) and (2) of the Regulations	**X**

Application Fee	$10,000 nonrefundable Application Fee, payable to the General Treasurer, State of Rhode Island, in the form of a cashier's check or money order only in compliance with § 1.2(C)(4)(a) of the Regulations	**X**
CC Exhibit A	Disclosure of any material financial interests or control in another compassion center, cultivator, cooperative cultivation or other marijuana establishment licensee, and a plan of divestiture in compliance with §§ 1.2(C)(4)(i) and 1.2(F)(7) of the Regulations	**X**
CC Exhibit B	Evidence of appointment of a Compliance Officer for the proposed Compassion Center and including Applicant's legal and operational compliance plan in accordance with § 1.2(C)(4)(l) of the Regulations	**X**
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	**X**
CC Exhibit D	Applicant's Security and Safety Plan with all information and in compliance with § 1.2(C)(4)(d) of the Regulations	**X**
CC Exhibit E	Applicant's Operations Manual for the Compassion Center with all information and in compliance with § 1.2(C)(4)(e) of the Regulations	**X**
CC Exhibit F	Per § 1.2(C)(4)(f)(1) – (5) of the Regulations, a description of the proposed Licensed Premises, including street address, plat/lot number and zoning district	**X**
Submission of Required Electronic and Paper Copies of Entire Application		
Version A – Paper	Complete unredacted signed paper copy of the entire Application	**X**
Version A - Electronic	Complete electronic copy of the Version A paper application on a USB thumb drive	**X**
Version B - Paper	Complete paper copy of entire application redacted as instructed in Part 3 of this Application	**X**
Version B – Electronic	Complete electronic copy of entire application redacted as instructed in Part 3 of this Application on a USB thumb drive	**X**
Version C – Paper	Complete paper copy of entire application redacted as instructed in Part 3 of this Application	**X**
Version C – Electronic	Complete electronic copy of entire application redacted as instructed in Part 3 of this Application on a USB thumb drive	**X**

All Forms must be completed in their entirety; if a question or field is "not applicable" Applicant must insert "N/A." If the correct answer to a particular question is "None" write "None."

Part 3 – Three (3) Copies of Each Application Required – Digital and Paper – Some Redaction Required

Applicant must submit a hard copy and an electronic copy of three different versions of the Application.

- Version A is the unredacted application.
- Version B includes certain redactions for purposes of public records disclosures.
- Version C will be used for the initial review without identifying information. If this information adequately displays Applicant's qualifications and their ability to meet the license requirements under the Act and the Regulations, then the Department will review the rest of the Application.

It is the responsibility of Applicant to redact all necessary information in accordance with the following instructions.

Application Version A – Unredacted Application:

(1) A complete, signed paper copy of the completed Application with all completed Forms, Annexes, Exhibits, Documents and Deliverables; and
(2) An electronic copy of item (A)(1) (immediately above) on a USB thumb drive.

Application Redacted Version B – Application with Redacted Personal, Financial and Security Information:

(1) A paper copy of the completed Application with all completed Forms, Annexes, Exhibits, Documents and Deliverables, redacted as described below to be posted on the Department's website; and
(2) An electronic copy of item (B)(1) (immediately above) on a USB thumb drive.

- Leave names of all Owners, Interest Holders and Key Persons visible in the Application.
- Redact any reference to patient, caregiver or authorized purchaser registration names, addresses, card numbers or cards.
- Redact any social security numbers and/or federal employer identification numbers
- Redact all dates of birth and home street addresses as to individual natural persons
- Redact any bank account numbers and bank account information on any check or other document that is submitted
- Redact all ownership percentages and dollar amounts, including in the Form 2, Form 4 and schedules/annexes attached thereto
- Redact all of CC Exhibit C, Applicant's Business Plan
- Redact all of CC Exhibit D, Applicant's Security and Safety Plan
- Redact any financial and proprietary information in CC Exhibit E, Applicant's Operations Manual
- In CC Exhibit F, redact any floor plans/diagrams of the proposed facilities

Application Redacted Version C - Application with Redacted Personal and Interest Holder Information including Names:

(1) A paper copy of completed Application with all completed Forms, Annexes, Exhibits, Documents and Deliverables, redacted as described below; and

(2) An electronic copy of item (C)(1) (immediately above) on a USB thumb drive.

- Redact Applicant's name and all names and addresses of all Owners, Interest Holders and Key Persons.
- Redact any reference to all names, addresses, registry identification card numbers of all patients, caregivers and authorized purchasers.
- Redact any social security numbers and/or federal employer identification numbers
- Redact all dates of birth and home street addresses as to individual natural persons
- Redact any bank account numbers and bank account information on any check or other document that is submitted

Other than the redacted material, the information provided in the (A), (B) and (C) versions of the Application must be identical.

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)**	Green Wave CC, Inc.
	Application ZONE#	Three **(note separate applications and application fees are required to apply to multiple zones)**
2	**BUSINESS STREET ADDRESS**	[redacted]
3	**CITY, STATE, ZIP**	[redacted]
4	**STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA**	187 Danielson Pike
5	**CITY, STATE, ZIP**	Foster, RI 02825
6	**PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA**	Plat: 10 Lot:0025/B
7	**SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALE OF MARIJUANA**	2,900

8	**FEIN:** (Federal Employer Identification Number)	[redacted]
9	**TELEPHONE NUMBER**	AREA CODE NUMBER EXTENSION [redacted] Ext: N/A
10	**FAX NUMBER (if not applicable, put "N/A")**	AREA CODE NUMBER EXTENSION N/A Ext. N/A
11	**TOLL FREE NUMBER (if not applicable, put "N/A")**	AREA CODE NUMBER EXTENSION N/A Ext. N/A
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:	Christopher D Sands
	Title:	President
	Mailing Address:	[redacted]
	Email Address:	[redacted]
	Phone Number	AREA CODE NUMBER EXTENSION [redacted] Ext. N/A
	Fax Number (if not applicable, put "N/A")	AREA CODE NUMBER EXTENSION N/A Ext. N/A

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

X 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.

☐ I am in state receivership.

☐ I have been discharged from Bankruptcy.

[redacted]

Federal Tax Identification Number

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:** Christopher D. Sands **Print Title:** President	**DATE:** 12/14/2020

CC FORM 2
Disclosure of Owners and Other Interest Holders

Name of Applicant/Licensee: Green Wave LLC

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:	Title	SSN/FEIN	DOB	App submitted?
Green Wave CC, Inc.	Applicant / Licensee Owner	[redacted]	N/A	X Yes ☐No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity):	Own. % Business Associated with	Effective Own. % in Applicant
N/A	N/A	[redacted]

Name	Title	SSN/FEIN	DOB	App submitted?
South County Cultivators, Inc.	Management Company subject to merger with cultivation license [redacted] and Green Wave CC securing a compassion center license.	[redacted]	[redacted]	Yes X No

Address (residence if an individual)	City	State		Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
Management Company	[redacted]	[redacted]

Name	Title	SSN/FEIN	DOB	App submitted?
Richard Comolli	President SCC	[redacted]	[redacted]	Yes X No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
South County Cultivators	Green Wave CC Board Member [redacted]	[redacted]

Name	Title	SSN/FEIN	DOB	App submitted?
Christopher D. Sands	Vice President SCC	[redacted]	[redacted]	☐Yes X No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
South County Cultivators	Green Wave CC President / Board Member [redacted]	[redacted]

Name	Title	SSN/FEIN	DOB	App submitted?
Gregory Roebuck	Stockholder SCC	[redacted]	[redacted]	☐Yes X No

Address (residence if an individual) [redacted]	City [redacted]	[redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) South County Cultivators	Own. % Business Associated with Green Wave CC Vice President [redacted]			Effective Own. % in Applicant [redacted]
Name Christopher Spagnole	Title Treasurer SCC	SSN/FEIN [redacted]	DOB [redacted]	App submitted? Yes X No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) South County Cultivators	Own. % Business Associated with No direct interest in Green Wave CC [redacted]			Effective Own. % in Applicant [redacted]
Name Marc Gertsacov	Title Packaging and Labeling Lead SCC	SSN/FEIN [redacted]	DOB [redacted]	App submitted? Yes X No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) South County Cultivators	Own. % Business Associated with [redacted]			Effective Own. % in Applicant [redacted]
Name Raymond Lamont	Title Chief Security Officer SCC	SSN/FEIN [redacted]	DOB [redacted]	App submitted? ☐Yes X No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) South County Cultivators	Own. % Business Associated with [redacted]			Effective Own. % in Applicant [redacted]

B. 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	Title	SSN/FEIN	DOB	App submitted?
Green Wave CC	Applicant / Licensee Owner	[redacted]	[redacted]	X Yes No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Role, interest, etc.
N/A	N/A

Name	Title	SSN/FEIN	DOB	App submitted?
South County Cultivators, Inc.	Management Company	[redacted]	[redacted]	Yes X No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Role, interest, etc.
Green Wave CC, Inc.	[redacted].

Name	Title	SSN/FEIN	DOB	App submitted?
Richard Comolli	GW Board Member	[redacted]	[redacted]	X Yes No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Role, interest, etc.
South County Cultivators, Inc.	SCC President [redacted]

Name	Title	SSN/FEIN	DOB	App submitted?
Christopher D. Sands	SCC Vice President	[redacted]	[redacted]	X Yes No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Role, interest, etc.
South County Cultivators, Inc.	SCC Vice President / Stockholder [redacted]) GW Board Member and President

Name	Title	SSN/FEIN	DOB	App submitted?

Rocco Andreozzi III, D.O.	GW Board Member	[redacted]	[redacted]	X Yes No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity Green Wave CC only	Role, interest, etc. GW Board Member [redacted]			
Name Christopher Spagnole	Title SCC Treasurer and Stockholder	SSN/FEIN [redacted]	DOB [redacted]	App submitted? Yes X No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) South County Cultivators, Inc.	Role, interest, etc. SCC Treasurer / Stockholder [redacted]			
Name Deena Souza	Title Secretary / Human Resources Manager SCC	SSN/FEIN [redacted]	DOB [redacted]	App submitted? Yes X No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) South County Cultivators, Inc.	Role, interest, etc. SCC Secretary / Human Resources [redacted]			
Name Raymond Lamont, Jr.	Title SCC Chief Security Officer	SSN/FEIN [redacted]	DOB [redacted]	App submitted? Yes X No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) South County Cultivators, Inc.	Role, interest, etc. SCC Chief Security Officer / Stockholder [redacted]			
Name Gregory Roebuck	Title GW Vice President	SSN/FEIN	DOB [redacted]	App submitted? X Yes No

		[redacted]		
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) South County Cultivators, Inc.	Role, interest, etc. [redacted] GW Vice President			
Name Timothy Fitzgerald III	Title GW Director of Security	SSN/FEIN [redacted]	DOB [redacted]	App submitted? X Yes ☐No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) Green Wave CC	Role, interest, etc. GW Director of Security [redacted]			
Name Timothy Pellecione	Title GW Compliance Manager (following application period and cc license)	SSN/FEIN [redacted]	DOB [redacted]	App submitted? X Yes ☐No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) Green Wave CC	Role, interest, etc. GW Compliance Manager. [redacted]			
Name Marc Gerstacov	Title SCC Packaging and Labeling Lead	SSN/FEIN [redacted]	DOB [redacted]	App submitted? Yes X No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) South County Cultivators, Inc.	Role, interest, etc. SCC Packaging and Labeling Lead with [redacted]			
Name	Title	SSN/FEIN	DOB [redacted]	App submitted? X Yes ☐No

Susan Gertsacov	GW Treasurer / Secretary	[redacted]		
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) Green Wave CC	Role, interest, etc. GW Treasurer / Secretary. [redacted]			
Name Jane LeBlanc	Title SSC Quality Control Manager [redacted]	SSN/FEIN [redacted]	DOB [redacted]	App submitted? Yes X No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) South County Cultivators	Role, interest, etc. SCC Quality Control Manager [redacted]			

C. 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).

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 David Comolli	Title Lender	SSN/FEIN [redacted]	DOB [redacted]	App submitted? Yes X No
Address (residence if an individual) [redacted]	City [redacted]	State [redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) Green Wave CC, Inc.	Interest Through Promissory notes where funds are loaned to Green Wave CC, Inc. as demonstrated in detail by the documents contained in this application.			
Name Donna Comolli	Title Lender	SSN/FEIN [redacted]	DOB [redacted]	App submitted? Yes X No
Address (residence if an individual)	City	State [redacted]	ZIP [redacted]	Phone Number [redacted]

[redacted]	[redacted]			
Business Associated with (Applicant, parent Green Wave CC, Inc.	Interest Through Promissory notes where funds are loaned to Green Wave CC, Inc. as demonstrated in detail by the documents contained in this application.			
Name Robert Paolissi	Title Property Owner	SSN/FEIN [redacted]	DOB [redacted]	App submitted? Yes X No
Address (residence if an individual) [redacted]	City [redacted]	[redacted]	ZIP [redacted]	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) Green Wave CC, Inc.	Interest Property owner of lease provided to Green Wave CC, Inc.			
Name N/A	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)	Interest			
Name N/A	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)	Interest			

D. 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, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name	Title	SSN/FEIN	DOB	App submitted
Richard Comolli	President SCC	[redacted]	[redacted]	Yes X No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Interest
South County Cultivators, Inc.	[redacted]

Name	Title	SSN/FEIN	DOB	App submitted
Christopher D. Sands	Vice President SCC	[redacted]	[redacted]	Yes X No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Interest
South County Cultivators, Inc.	[redacted]

Name	Title	SSN/FEIN	DOB	App submitted?
Christopher Spagnole	Treasurer SCC	[redacted]	[redacted]	Yes X No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Interest
South County Cultivators, Inc.	[redacted]

Name	Title	SSN/FEIN	DOB	App submitted?
Gregory Roebuck	Stockholder	[redacted]	[redacted]	Yes X No

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Interest
South County Cultivators, Inc.	[redacted]

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, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name N/A	Title	SSN/FEIN	DOB	App submitted? Yes No
Address (residence if an individual)	City	State / ZIP	Phone Number	
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with Board Member		Effective Own. % in Applicant	

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
N/A - NONE			
N/A			
N/A			

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.

Form 2 Section III Attach an organizational chart that clearly depicts all Interest Holders dentified in this Form 2.

A. Attach a list of all Interest Holders identified in Section I(A) and I(D) of Form 2

B. 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.

Individual(s)	Service	Ownership % of Green Wave CC, Inc. (Note 1)	Ownership Percentage	Ownership % - South County Cultivators, INC. (SCC, Inc.)		Dollar Amount of each persons interest	2021	2020	2015-2019
Green Wave CC, Inc. (Applicant)									
Christopher D. Sands	Director of the Board & President	[redacted] %				-	$ [redacted]	[redacted]	[redacted]
Richard Comolli	Director of the Board	[redacted] %				-	[redacted]		
Rocco Andreozzi III, D.O.	Director of the Board	[redacted] %				-	-		
Green Wave CC, Inc. (Officers)									
Gregory Roebuck	Vice President	[redacted] %				-	[redacted]		
Susan Gertsacov	Treasurer & Secretary	[redacted] %				-	[redacted]		
Green Wave CC, Inc. (Management)									
Timothy Pellecione	Compliance Manager	[redacted] %				-	[redacted]		
Timothy Fitzgerald III	Director of Security	[redacted] %				-	[redacted]		
Toatl Comp - Green Wave CC, Inc.							[redacted]		
South County Cultivators, Inc. (Management Company - Officers)									
Richard Comolli	President /Head Cultivator			[redacted]		-	[redacted]		
Christopher Sands	Shareholder			[redacted]		-	-		
Gregory Roebuck	Vice President			[redacted]		-	[redacted]		
Christopher Spagnole, CPA	Treasurer			[redacted]		-	[redacted]		
Marc Gertsacov	Packaging & Labeling lead			[redacted]		-	[redacted]		
Raymond Lamont, Jr.	Chief Security Officer			[redacted]		-	[redacted]		
				[redacted]					
South County Cultivators, Inc. (Management Company - Other Top Level Management)									
Deena Souza	Director of Human Resources			[redacted]		-	[redacted]		
Jane LeBlanc	Quality Control Manager			[redacted]		-	[redacted]		
Total Compensation - South County Cultivators, Inc.							[redacted]		

Note (1) - Green Wave CC, inc. is a Rhode Island non-profit corportation governed by a board of directors. As a non-profit organization there are no owners. Property contribution assumed to be a "Class A" grow license transferred from South County Cultivators, Inc. (100% owned by Richard Comolli prior to license merger if awarded a license.

Individual(s)	Service	Ownership Percentage		Dollar Amount of each persons	2021	2020	2015-2019
David and Donna Comolli	Capital Supplier: Lending	[redacted]	*Related party*				
Robert Paolissi	Property Owner: Leasing	[redacted]	*Unrelated party*	[redacted]			

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.

			Capital Contributions		Dollar Amount of compensation / renumeration		
South County Cultivators, Inc.	Effective Percentage of Ownership		Cash	Property (Equipment, Intangibles, Etc.)	2021	2020	2015-2019
Richard Comolli	[redacted]	%	$ -	$ [redacted]	$ [redacted]	$ -	[redacted]
Christopher Sands	[redacted]	%	-	-	[redacted]	[redacted]	[redacted]
Gregory Roebuck	[redacted]	%	-	-	-	[redacted]	[redacted]
Christopher Spagnole, CPA	[redacted]	%	-	-	[redacted]	[redacted]	[redacted]
Marc Gertsacov	[redacted]	%	-	-	[redacted]	[redacted]	[redacted]
Raymond Lamont	[redacted]	%	-	-	[redacted]	[redacted]	[redacted]
	[redacted]	%					

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.

12/14/2020

Signature of Authorized Signatory Date

Christopher D. Sands

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Green Wave CC, Inc.

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:

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. _____ _____ _____	Yes ☐	No X
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. _____ _____ _____	Yes ☐	No X
3. Is any Owner or Interest Holder employed by the State of Rhode Island? If "Yes" please describe below.	Yes ☐	No X
_____ _____ _____		

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 X	No ☐
Rick Comolli is the owner of South County Cultivators, [redacted] Christopher D. Sands is an owner [redacted] Gregory Roebuck is an owner in [redacted] Marc Gertsacov is an owner in [redacted] Please see the included divestiture plans for Richard Comolli, Christopher Sands, Gregory Roebuck, and Marc Gertsacov.		
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 *et seq.);*	Yes X	No ☐
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 X	No ☐
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 X	No ☐
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 X	No ☐
6. Applicant acknowledges that Application Fees are non-refundable.	Yes X	No ☐
7. Applicant acknowledges that in filing an Application for a license, the following:		

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	Yes X	No ☐
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 *et seq.*	Yes X	No ☐

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.

_____ December 14th, 2020

Signature of Authorized Signatory Date

Christopher D. Sands

Printed Name

Print Title: President

Print Name of Applicant/Licensee: Green Wave CC, Inc.

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.

[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.

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.

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.

December 14th, 2020

Signature of Authorized Signatory Date

Christopher D. Sands

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Green Wave CC, Inc.

INSTRUCTIONS FOR CC FORM 4 ANNEXES

Attach separate pages for each Annex, A through H, to CC Form 4. If the information to be provided on any Annex is "none", put "none" on that Annex page.

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

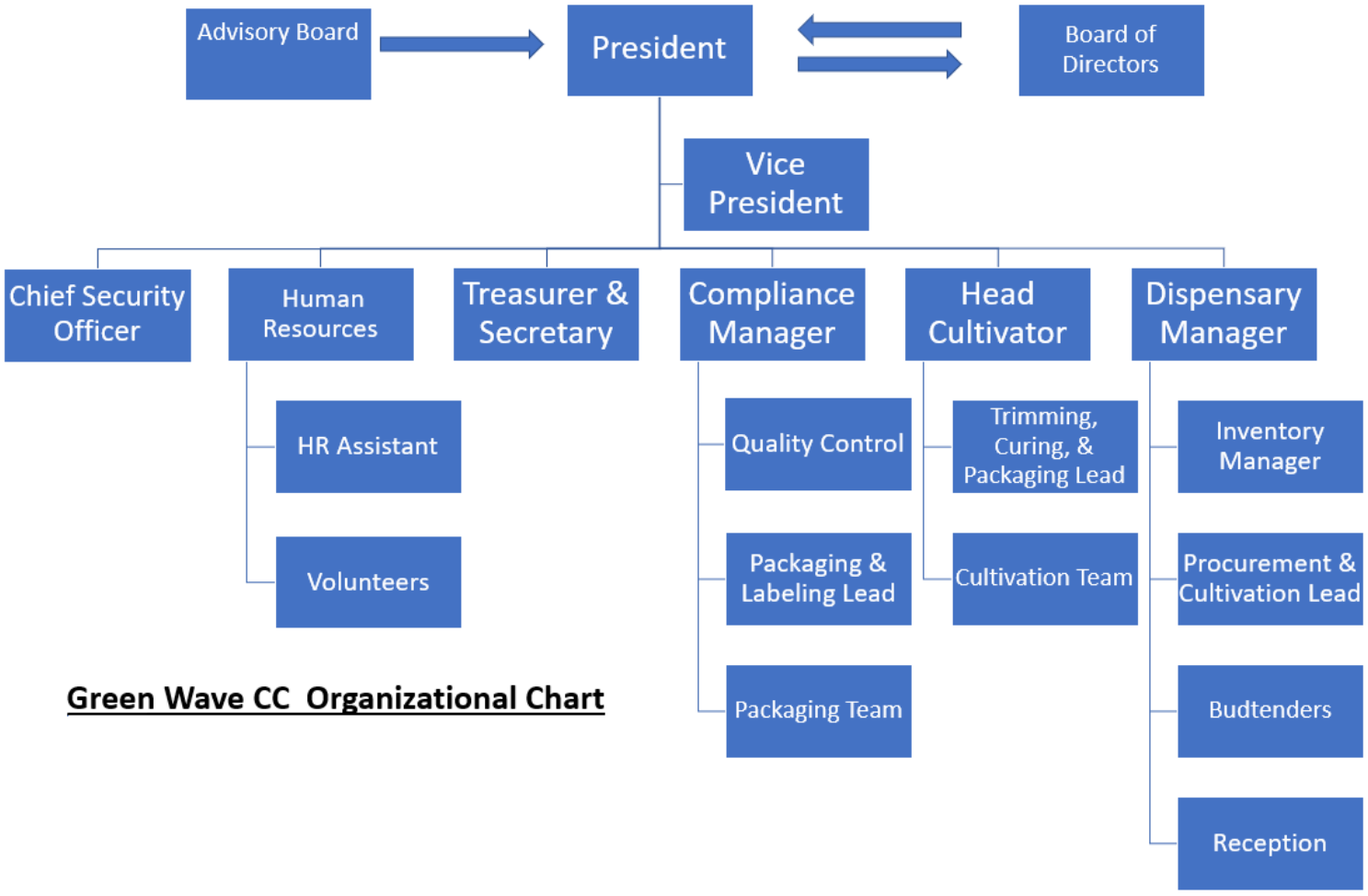
Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

ANNEX A

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.

i. Written overview of Green Wave CC, Inc. corporate structure as a nonprofit entity.
listing of all board members, officers, and other key persons along with copies of their resumes, job descriptions, roles and duties.

Please refer to our organizational chart when referring to the corporate chain of command.



Green Wave CC Organizational Chart

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

Team Overview

Board Members:

Christopher D. Sands PA - Board Member
Richard Comolli - Board Member
Rocco Andreozzi III, D.O. - Board Member

Officers:

Christopher D, Sands	President
Gregory Roebuck	Vice President
Susan Gertsacov	Treasurer / Secretary

Key Persons:

Richard Comolli	Head Cultivator (Management Company)
Timothy Fitzgerald, Jr.	Director of Security (Green Wave CC)
Christopher Spagnole	Financial Manager / Treasurer (Management Company)
Timothy Pelleccione	Compliance Manager (Green Wave CC)
Deena Souza	Human Resources (Management Company)
Raymond Lamont	Chief Security Officer (Management Company)
Marc Gertsacov	Labeling and Packaging Lead (Management Company)
Jane LeBlanc	Quality Control Manager (Management Company)

JOB DESCRIPTIONS, ROLES, AND DUTIES:

Board of Directors

ROLES AND RESPONSIBILITIES: All of the Board of Directors will have the same responsibilities. Board Members are the fiduciaries who steer the organization towards a sustainable future by adopting sound, ethical, and legal governance and financial management policies, as well as by making sure the nonprofit has adequate resources to advance its mission. In addition, the Board will:

- Provide direction for the Green Wave CC.
- Establish a policy based governance system.
- Govern Green Wave CC and the relationship with President
- Provide a fiduciary duty to protect the organization's assets.

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

1. Board Member Green Wave CC, Inc: Christopher D.Sands PA

Christopher D. Sands PA
[redacted]

CAREER SUMMARY:
Over the past sixteen years I have practiced medicine as a Physician Assistant with a master's degree in Health and D.E.A. prescribing license throughout emergency rooms, hospice care suites, medical floors and surgical care units. Numerous patient care experiences have allowed me to witness the limitless benefits of medical cannabis which led me to open Medical Cannabis Consultants (MCC) in 2013 and now treats in excess of eight hundred patients. Over the past ten years I have been the Director of Operations for a Rhode Island Dispensary, a cannabis consultant and a medical marijuana caregiver where I legally cultivate cannabis for five patients. I am proficient in cannabis testing and presently extract both THC and CBD cultivars through distillation. I have consulted in Massachusetts for multiple companies to help secure dispensary licenses and have consulted with a University in Maryland to score dispensary applications. In Pennsylvania I worked with the Cannabis Oversight Committee on Senate Bill 3 to help establish legislation and have created standard operating procedures for dispensaries in Illinois, Rhode Island and Massachusetts. Lastly, I am credentialed as a substance abuse practitioner to recognize the signs of opiate abuse and treat patients accordingly.

PROFESSIONAL EXPERIENCE:

Medical Cannabis Consultants, LLC
North Kingstown, RI
Managing Partner / Cannabis Consultant
(2013 – Present)

• Responsible for marketing, education, accounting and compliance for a medical cannabis practice that treats over eight hundred patients.

• Consult potential patients on the benefits and side effects of medical marijuana based on their present health condition(s), medications and goals.

Green Script, LLC
South Kingstown, RI
Owner / Cannabis Consultant
(2016 – 2018)

• Green Script was a medical cannabis consulting company that prepared standard operating procedures, emergency protocols, business plans, quality control standards, security plans, investor recruitment strategies, education programs, extraction methodologies, menus, and

employee manuals along with assisting in the layout and design for both cultivation facilities and dispensaries.

Cannabis Research Institute, LLC CRI, LLC
South Kingstown, RI
Owner / Manager
(2017-Present)

• CRI is a Rhode Island business presently in a design build phase where we have received approvals for cannabis cultivation and pharmaceutical manufacturing.
• Responsible for business development where we are presently discussing partnership opportunities with an International Medical Cannabis Pharmaceutical Company that focuses on cancer treatment options through disease specific extraction methodologies.

Xiphias Wellness, Inc.
Fall River, MA
Cannabis Consultant
(2015 – 12/2017)
• A fully integrated registered marijuana dispensary applicant who received provisional licenses to operate a legal medical marijuana business in Massachusetts to include dispensing, cultivation, extractions and delivery. Responsible for creating business plans, writing standing operating procedures, employee manuals, educational packages, menus, investor recruitment and emergency protocols that ensure safety compliance.

Medicinal Alternatives, Inc.
Worcester, MA
Cannabis Consultant
(2015 – 2017)
• Responsible for assisting a fully integrated registered marijuana dispensary applicant to receive a provisional license to operate a legal medical marijuana business in Massachusetts.

Regional Economic Studies Institute (RESI)
Towson, MD
Cannabis Consultant
(2016)
• Contracted as a medical marijuana consultant by the Division of Innovation and Applied Research at Townson University to assist with Maryland's medical marijuana compassion center application process by scoring applicants.

Natures Care Company
Rolling Meadows, IL

Cannabis Education Consultant
(2015)

• Contracted to design and implement new patient and employee educational protocols to include a five-hour training seminar.
• Assisted with menu and price creation.

Keystone Medicinal Alternatives
Pittsburgh, PA
Cannabis Consultant
(2014-2016)

• Met with Senators and State Representatives on the Cannabis Oversight Committee regarding Senate Bill 3 concerning responsible regulations and the patients in need. • Consulted on the application process for a medical cannabis license.
• Presented overviews and business plans for investor recruitment.

Summit Medical Compassion Center
Warwick, RI
Director of Operations
(2014 – 2015)

• Responsible for opening a new cannabis business and directing a team of 18 employees. • Developed protocols for quality control, education, security, cultivation and other day to day activities.
• Responsible for creating the centers menu and pricing.
• Ensured all codes and protocols were followed as set by the Department of Health.

Supplemental Education, Memberships and Presenting:

- 2/2019 Scheduled to present "Medical Marijuana 101" at the Integrative Mental Health Conference
- 9/2018 Completed training for Opiate Addiction and Suboxone
- 5/2018 Presented to Veterans: Managing Chronic Pain with Cannabis
- 2/2018 Presented to Veterans: Opiates and Cannabis
- 4/2017 HempStaff Medical Marijuana Dispensary Training Seminar
- 4/2017 CannMed 2017 Personalized Cannabinoid Medicine Conference 21 CME
- 11/2016 Attended Marijuana Business Conference and Expo in Las Vegas, Nevada
- 11/2016 Attended CannGrow Conference and Expo in Denver, Co
- 11/2016 Attended Havelick & Associates Cannabis Extraction Technology Course
- 9/2016 Attended Cannabis Science Expo in Portland, Oregon
- 2013 International Association of Cannabinoid Medicine Conference in Cologne, Germany.

- 2012 Attended the Patients Out of Time National Conference in Warwick, RI
- Member: NORML
- Member: Americans for Safe Access
- Drug Enforcement License to prescribe pharmaceutical medications.
- Rhode Island Prescription Monitoring Program Member
- Currently being credentialed in substance abuse as a Suboxone Practitioner treated patients suffering from opiate abuse.

2. **Board Member Green Wave CC, Inc: Richard Comolli**

Also Head Cultivator and StockHolder at South County Cultivators, Inc.

Richard D. Comolli
[redacted]

SUMMARY:

Richard D. Comolli, 40, is a sole owner of South County Cultivators, a medical marijuana cultivation facility. Richard is married with two children and is a lifelong resident of Charlestown, RI.

PROFESSIONAL EXPERIENCE:

South County Cultivators
CEO/Owner
(2017-Present)

Prepared, submitted and completed a fully operational cultivation facility. Currently overseeing and agreeing on contracts and providers for services including security, safety, seed to sale tracking, technology and so on. Supervising multi-disciplinary teams of staff including cleaning, growing, trimming, waste disposal, inventory management and security. Also insuring that basic facilities, such as water and heating, and HVAC are well-maintained in the facility.

Amtrack

Safety and Compliance
(2009-2020)

• Inspected weekly a 150 miles of double track high speed rail on the North East Corridor, from New Haven, CT to Kingston, RI. Documented and reviewed daily inspection reports for defects and geometry conditions, that would effect train travel. Insuring mass transit safety in

compliance for the public.

Comolli Granit Company

Production Manager

(2004-2009)

• A family run business providing granite monuments, memorials and dimensional stone products. Worked with families, civic committees and project managers to bring plans from start to finish.

United States Army

Enlisted

(1998-2004)

• Joined and completed basic training immediately after graduating high school. Served in a Long Range Surveillance Unit with the 25th ID.

3. **Board Member Green Wave CC, Inc: Rocco Andreozzi III, D.O.**

Rocco Andreozzi III, D.O.

MEDICAL SCHOOL

New England College of Osteopathic Medicine
Biddeford, Maine
Degree: D.O.

EMPLOYMENT HISTORY

- Emergency Room Physician 1986
  Saddle Brook Emergency Room
- Kent County Hospital 1987
  House Officer
- Westerly Urgent Care 1987-2014
  Primary Care Physician and Practice Owner
- Ocean State Primary Care 2014-Present
  Primary Care Physician
- Medical Cannabis Consultant 2019-Present

I interview patients as a consultant that reviews medical histories and when applicable signs a medical marijuana application, provides comprehensive education on side effects, suggested

dosing, medicating options, legal concerns along with being available for questions or concerns. I maintain Category 1 Continuing Medical Education seminars for continued cannabis education.

BUSINESS HISTORY

I opened Westerly Urgent Care in 1987 to eventually staff six primary care practitioners along with an urgent care service. I was responsible for overseeing the entire company while ensuring compliance with the Rhode Island Department of Health. I sold the practice in 2014 and am currently employed with the new owner.

NON-PROFIT HISTORY

Member of the New England Volunteer Optimetric Society of Humanity which is a 501C3 non-profit organization serving Central America. I was the Medical Director of Medical Services.

I was a volunteer with Rural Area Medicine where I provided free medical services through a non-profit organization

GREEN WAVE CC OFFICERS

4. **President: Christopher Sands, PA**

Roles and Duties: The President shall be the principal officer of Green Wave CC. The President shall appoint any standing and special committees, shall serve as a non-voting ex-officio member of all committees, and shall perform such other duties and functions as are necessary incidents to the office or as may be prescribed by the Board of Directors.

The President will attend all required meetings.

The President will monitor the DBR's website for bulletin updates on a weekly basis and present findings during team meetings.

For the first year of operation every complaint will get reviewed by the President with an action plan created accordingly. When appropriate modify SOP's following an entry into the SOP change book.

The President oversees design, marketing, promotion, delivery and quality of programs, products and services. Recommends yearly budget for Board approval and prudently manages organization's resources within those budget guidelines according to current laws and regulations.

RESUME: Please see above

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

5. Vice President: Gregory Roebuck, PE

RESUME

GREGORY J. ROEBUCK, PE

Whitecap Engineering, LLC – Owner / President

Capital Construction, LLC – Owner / President

[redacted]

ROLES AND DUTIES:

The Vice President shall assist the President as necessary as appropriate and will undertake and perform the duties and responsibilities of the office of President if such office is temporarily vacated or if the President is in absentia.

The VP, DM, and IM will have a weekly meeting on Fridays to discuss the past weeks strengths and weaknesses along with a review of projected retail needs with comprehensive inventory assessment.

There will be a Monday morning meeting with the President, Vice President, Head Cultivator, DM, CSO, and Compliance Manager to prepare for the week ahead. All are required to attend.

For the first year of operation every complaint will get reviewed by the Vice President with an action plan created as needed.

The VP will be required to have a focus on operationalizing strategy. While a President is concerned with long-term business goals, the VP is tasked with implementing daily operations, aligned with that goal and the company's strategies. The VP needs to complement the strengths and weaknesses of the President while working in tandem to bring the best leadership to the forefront.

EDUCATION:

University of Florida. Gainesville, FL	MS Civil & Coastal Engineering
University of Rhode Island. Kingston, RI	BS Ocean Engineering

PROFESSIONAL CERTIFICATIONS:

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

- Whitecap Engineering, LLC. Established 2012, Owner / President
- Fully Licensed and Insured for Professional Engineering and Construction Management Services
- Capital Construction, LLC. Established 2016, Owner / President
- Fully Licensed and Insured for General Contracting and Construction Management Services
- Professional Engineer, State of Rhode Island (RI P.E. #8406), Massachusetts (MA P.E. #53127)
- Massachusetts Construction Supervisor License (MA CS-109350)
- Construction Quality Management for Contractors (CQMC), USACE/NAVFAC
- OSHA 30 Hour in Construction Safety and Health

Gregory J. Roebuck P.E. established and is the owner and president of two companies, Whitecap Engineering, LLC and Capital Construction, LLC, specializing in the engineering design and construction management of commercial, industrial, and academic roof replacement and/or roof restoration projects. Offering engineering design, design/manage or design/build services, we plan for and design the roof replacement and/or roof restoration projects to include modifications to existing mechanical, electrical, and plumbing systems as well as incorporating rooftop safety equipment. We coordinate directly with building occupants to minimize intrusion into their work environments and oversee contractors to ensure a new, complete, issue-free roof for the warrantied life of the system.

REPRESENTATIVE PROJECT / CLIENT LIST:

- Signature Healthcare (Brockton Hospital)
- Southcoast Healthcare (Tobey Hospital)
- Steward Healthcare (Carney Hospital / Norwood Hospital)
- Cambridge Health Alliance (Somerville Hospital, Central St Hospital, Cambridge Hospital)
- Children's Friend (Providence, RI)
- Schneider Electric (Foxboro, MA)
- Johnson & Wales University (Wildcat Center, Harborview Hotel, Harborside Academic Center)
- Tufts University (Building 20 Boiler Roof, Peabody Pavilion Roof, Grafton MA)
- WHOI (Woods Hole Oceanographic Institute – Redfield Lab, Clark Laboratory)
- YMCA of Greater Boston (YMCA Woburn)
- Greif (formally Caraustar Paperboard, Fitchburg, MA)
- City of Haverhill, MA (Wastewater Administration Building)

3. **TREASURER / SECRETARY: SUSAN GERTSACOV**

ROLES AND DUTIES:

The Treasurer will also oversee roles and responsibilities as the Secretary. This dual role

considers the intention to utilize an experienced management companies CPA for all of Green Wave CC's payroll, budgeting, and financial services. The Treasurer will serve as a Financial Manager ensuring all available records have been made available to the management company treasurer per regulations to meet all requirements below in addition to those listed as secretary. The Treasurer will be responsible for maintaining the following records for a minimum of five (5) years:

1. All contracts and purchase orders, including documentation of any cancelled contracts or purchased orders and any contracts and purchase orders voided by replacement contracts.
2. Invoices and any supporting documentation of all marijuana purchases, acquisitions, transfers, and payments.
3. Contracts pertaining to the security alarm and security camera systems.
4. Contracts with vendors, including any approved third-party testing providers.
5. All records normally retained for tax purposes.
6. Complaints.
7. Management contracts.
8. Compensation records and financial statements.
9. Compassion Centers Only – Nonprofit corporate records including, but not limited to articles of organization, bylaws, meeting agendas, minutes and corporate resolutions.

The Treasurer shall be responsible for all funds of Green Wave CC. The Treasurer will be responsible for monitoring and reporting the financial activities of Green Wave CC and ensure an annual audit of the financial records to the President and Board of Directors. In general, the Treasurer shall perform all the duties and such other duties as from time to time may be assigned to him or her by the President of the Board of Directors.

RESUME

Susan Gertsacov
[redacted]

WORK EXPERIENCE:

Douglas Lumber - Smithfield, RI
Accountant
October 2018 to July 2020

- Accounts Receivable and Collections
- Payroll
- Monthly general ledger entries
- Account reconciliations
- Monthly financial statements

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

- Monthly commission reports
- Ensuring efficiency, accuracy of reports, monthly closings reports, and records
- Processing monthly and quarterly tax reports
- Other duties as needed

ECHW, Inc - Warwick, RI
Accountant
February 2016 to January 2018

- Computerized and automated accounting system
- Created credit accounts procedure for new and existing accounts
- Controlled Accounts Receivables and Payable and advised staff of delinquent accounts.
- Research and resolved accounts payable and receivable discrepancies
- Liaison between CPA's and the company owners

Independent Bookkeeping - East Greenwich, RI
Bookkeeping Consultant
August 2004 to December 2016

- Controlled Cash and kept company from going bankrupt
- Computerized companies accounting
- Worked with CPA's to keep companies compliant in there respective industries.

Golds Gym - Pawtucket, RI
Assistant Treasurer
March 2009 to February 2016

- Created process to automate company payroll
- Streamlined Independent Contractors paperwork
- Maintained Proforma's for budget and analysis work

Interhealthcare / H.C. Watson, Inc - Providence, Ri
Accounting Specialist
October 2001 to June 2003

NexGen Media - New York, NY
Finance Director
January 2000 to May 2001

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

Warner Bros - New York, NY
Various Positions
May 1993 to December 1999

EDUCATION:
Bachelor of Science in Accounting
Rider University - Lawrenceville, NJ
September 1989 to June 1993

SKILLS:
• Payroll
• Quickbooks
• Accounting
• Bookkeeping
• Accounts Payable Proficient in various computer programs. Able to test new computer systems for accuracy. Able to analyze data and communicate it written and verbally.

4. **Secretary (Dual Role) : Susan Gertsacov**

ROLES AND DUTIES:
This position will be assigned to the Treasurer where it is the Secretaries responsibility to work in conjunction with the South County Cultivators Human Resource Manager to monitor the staff's life cycle and administer benefits. HR will operate according to established protocols and regulations ensuring a compliant process that is both educational and protective for all staff members, patients, and neighbors. All new staff members will be given a set of manuals while also receiving education on where to find answers to questions within the facility at all times. As mentioned, Human Resources will be subcontracted to South County Cultivators, Inc. This position will work with the Treasurer / Secretary to ensure each staff member will receive or access to an employee manual outlining duties, roles, responsibilities, contracts, disciplinary action, expectations, vacation time, benefits, and other workplace considerations (any labor law or regulation will set precedence along with any and all changes to our policies, procedures, or department notifications).

The HR Manager and Secretary will monitor the progress and completion of the following required employment, volunteer, or agent documents prior to a final approval. The HR manager and Secretary will also arrange any pre-employment shadow training.

The Employment / Volunteer Application / Form
This is essentially the Green Wave CC application and starting point to joining our staff.
Training Curriculum & Employee, Agent, and / or Volunteer Manual
This manual organizes all training information whether it be a one time event or yearly tutorial. The Employee Manual will describe the items discussed immediately below in more detail.
Employee Contract / Volunteer Engagement Form

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

This form outlines basic contact information, position approved, benefits, salary, hours, and directs applicants to a staff description policy outlying all roles, responsibilities and duties.
Employment / Agent / Volunteer File / Form
This form initiates the employment or volunteer engagement file will be constructed and overseen by HR.
Employee, Agent, and Volunteer Training Certification Form
This form verifies all aspects of training such as HIPPA to include individual dates, locations, along with but not limited to the trainer's name and title.

The HR Manager and Secretary will maintain a current list of all cardholders associated within Green Wave CC or the Cultivation facility. The Human Resource Department and Secretary will hold copies of all manuals, policies, procedures and all additional required documents per the DBR. These copies will be available to our entire staff.

The HR Manager and Secretary will be responsible for recruiting candidates, following payroll, monitoring disciplinary actions, updating policies, maintaining employee records, and but not limited to conducting benefit analysis.

The HR Manager and Secretary will keep the minutes of the meetings of the Board of Directors and shall oversee the keeping, preparation, and filing of all other records required by law or by the policies of the Board of Directors. The Secretary shall be custodian of the corporate records.

RESUME: Please see above posted under Treasurer.

Key Persons with either Green Wave CC or
South County Cultivators, Inc. (Management Company)

5. **Head Cultivator: Richard Comolli**
(Services provided by South County Cultivators, Inc.)

ROLES AND RESPONSIBILITIES:
The Head Cultivator will be responsible for all aspects of the cultivation facility and will agree to follow all company policies and procedures as they apply but are not limited to safe pesticide protocols, COVID-19 Policies, testing policies, transportation SOPs, security, Human Resources, Green Wave SOPs, along with all applicable policies, and manuals.
There will be a Monday morning meeting with the President, Vice President, Head Cultivator, DM, CSO, and Compliance Manager to prepare for the week ahead. All are required to attend.
If a Management Company is utilized, the scope of work will be identified by the management company and Green Wave CC.
Resume: Please see it above under Green Wave CC, Inc. Board of Directors.

6. **Financial Advisor: Christopher Spagnole, CPA**

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

ROLES AND DUTIES:
This position is actually that of a treasurer worded to reduce confusing of the Financial Advisor being a direct member of the Green Wave CC, Inc. staff. The Treasurer will be responsible for maintaining the following records for a minimum of five (5) years:

- All contracts and purchase orders, including documentation of any cancelled contracts or purchased orders and any contracts and purchase orders voided by replacement contracts.
- Invoices and any supporting documentation of all marijuana purchases, acquisitions, transfers, and payments.
- Contracts pertaining to the security alarm and security camera systems.
- Contracts with vendors, including any approved third-party testing providers.
- All records normally retained for tax purposes.
- Complaints.
- Management contracts.
- Compensation records and financial statements.
- Compassion Centers Only – Nonprofit corporate records including, but not limited to articles of organization, bylaws, meeting agendas, minutes and corporate resolutions.
- The Treasurer shall be responsible for all funds of Green Wave CC. The Treasurer will be responsible for monitoring and reporting the financial activities of Green Wave CC and ensure an annual audit of the financial records to the President and Board of Directors. In general, the Treasurer shall perform all the duties and such other duties as from time to time may be assigned to him or her by the President of the Board of Directors.

RESUME:
Christopher D. Spagnole, CPA
[redacted]

EDUCATION:
Bryant University - Smithfield, RI
Bachelor of Science in Business Administration
Concentration in Financial Accounting
Graduated in May of 1997

COMMUNITY/NON-PROFIT EXPERIENCE:

Habitat for Humanity of West Bay & Northern Rhode Island, Inc.
10/2016 – Present
Treasurer and Board Member of a non-profit 501(c)(3) organization

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

Victoria Alviti Music Foundation
Advisory Member
Organization of newly formed public nonprofit organization

TAX AND ACCOUNTING SOFTWARE EXPERIENCE:

Tax Related
Lacerte - Intuit
ProSystemfx tax - CCH
ProSystemfx fixed asset
BNI income tax planner
Checkpoint – Thomson Reuters

Accounting/Audit Related
Engagement - CCH
PPC and Knowledge Coach
TValue Amortization
QuickBooks Online & Desktop

Proficient
Excel
Word
Power Point
Public Accounting Experience:

DiSanto Priest & Co. CPAs, Warwick, RI
Tax Manager
01/2018 – Present

- Tax compliance manager for high net worth individuals and ultra-high net worth families.
- Coordinate complex tax planning strategies for families especially for estate, gift tax and generation-skipping tax planning to minimize estate taxes upon death.
- Reviewer of tax returns for Individuals, Trusts, S-corporations, C-corporations, Partnerships, Limited Liability Companies and Non-profit organizations.
- Review foreign tax compliance for Passive Foreign Investment Companies held in hedge funds and private equity limited partnerships.
- Business development for tax compliance, consulting/management advisory services and audit services.

Markarian & Meehan, Ltd. CPAs Wakefield, RI
Senior Manager
11/2000 – 12/2017

- Preparation of financial statements for small businesses and investment partnerships (compilation, review and audit engagements)
- Preparation of tax returns for Individuals, Trusts, S-corporations, C-corporations, Partnerships, Limited Liability Companies and Non-profit organizations
- In-charge auditor for large employee retirement plan audits
- Advanced audit experience (i.e., international software company)
- Assist with management advisory services for multi-million-dollar corporations, high net-worth individuals, and investment partnerships
- Experience in corporate employee incentive compensation plans, such as phantom stock plans for privately held corporation
- Tax and accounting research with implementation procedures
- Coordination of purchasing Rhode Island motion picture tax credits and Rhode Island historic tax credits
- Advanced tax planning analysis for individuals

TRUST TAX EXPERIENCE:

Trust Tax Services of America (TTSOA), Worcester, MA
Assistant Vice President/Tax Officer
06/1997-11/2000

- Team player for tax outsourcing service company for banks, trust companies, and investment firms
- Managed four tax accountants
- Preparation of trust tax returns
- Liaison between internal tax software development group and tax preparation group (i.e., bug fixing and recommendations)

MANUFACTURING EXPERIENCE:

RO-AN, Inc., Johnston, RI
Product Development Coordinator/Model Maker For Family Business
05/1991 - 05/1997

- Produced high-quality costume jewelry
- Designed into a product for production
- Production engineer- enact lower cost production
- Expedited orders and Prepared sample orders for department stores

ACCOUNTING INTERNSHIP:

Foster Grant (formerly AAI) Smithfield, RI
Summer, 1996

- Corporate Accounting Intern
- Internship in private accounting assisting the controller

- Prepared daily revenue and expense reports
- Created bank reconciliations
- Arranged evidence for financial statement audit
- Assisted in physical inventory

8. **Human Resources: Deena Souza**
(Services provided by South County Cultivators, Inc.)

ROLES AND DUTIES:
This position will be referred to as Human Resources or HR throughout this policy where it is their responsibility to monitor the staff's life cycle and administer benefits. HR will operate according to established protocols and regulations ensuring a compliant process that is both educational and protective for all staff members, patients, and neighbors. All new staff members will be given a set of manuals while also receiving education on where to find answers to questions within the facility at all times.

The HR Manager will provide each staff member with an employee manual outlining duties, roles, responsibilities, contracts, disciplinary action, expectations, vacation time, benefits, and other workplace considerations (any labor law or regulation will set precedence along with any and all changes to our policies, procedures, or department notifications).

The HR Manager will monitor the progress and completion of the following required employment, volunteer, or agent documents prior to a final approval. The HR manager will also arrange any pre--employment shadow training.

1. **The Employment / Volunteer Application / Form**
This is essentially the Green Wave CC application and starting point to joining our staff.
2. **Training Curriculum & Employee, Agent, and / or Volunteer Manual**
This manual organizes all training information whether it be a one time event or yearly tutorial. The Employee Manual will describe the items discussed immediately below in more detail.
3. **Employee Contract / Volunteer Engagement Form**
This form outlines basic contact information, position approved, benefits, salary, hours, and directs applicants to a staff description policy outlying all roles, responsibilities and duties.
4. **Employment / Agent / Volunteer File / Form**
This form initiates the employment or volunteer engagement file will be constructed and overseen by HR.
5. **Employee, Agent, and Volunteer Training Certification Form**
This form verifies all aspects of training such as HIPPA to include individual dates, locations, along with but not limited to the trainer's name and title.

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

The HR Manager will maintain a current list of all cardholders associated within Green Wave CC or the Cultivation facility. The Human Resource Department will hold copies of all manuals, policies, procedures and all additional required documents per the DBR. These copies will be available to our entire staff.

The HR Manager will be responsible for recruiting candidates, following payroll, monitoring disciplinary actions, updating policies, maintaining employee records, and but not limited to conducting benefit analysis.

The HR Manager will keep the minutes of the meetings of the Board of Directors and shall oversee the keeping, preparation, and filing of all other records required by law or by the policies of the Board of Directors. The Secretary shall be custodian of the corporate records.

RESUME:

Deena Souza

A highly motivated and proficient Human Resources Manager with a proven track record of diversified and progressive experience inclusive of small/large companies, union/nonunion environments, all aspects of recruiting, benefits, employee relations, training, compensation, performance management, organizational development, and policy design and implementation. Functions as a resource regarding compliance with EEO, ADA, FLSA, HIPAA and other regulatory laws and regulations. Recognized for establishing excellent lines of communication at all levels.

EXPERIENCE:

Home Depot, East Windsor, NJ
Human Resources Manager

- Responsible for all HR functions of a busy retail location. Hire all personnel including Department Supervisors. Oversee training, reviews, performance management, career development, 401(k) administration, and stock purchase programs.
- Recognized for opening the store fully staffed, below budget and below the average wage plan.
- Raised store training from a target of 85% to 135%.
- Achieved 10% over target in 401k participation over previous year.
- Recognized for superior organizational, communication and interpersonal skills.

- Noted for excellent problem solving capabilities, ability to recognize, define and resolve a wide range of issues.

Americasdoctor; Gunree, IL
HR Manager, Recruitment & Retention

- Designed, executed and monitored the interview process for all openings with special consideration for a decentralized workforce in the central and western United States. Created recruiting reporting tools to track cost per hire, cost per response, time to hire and cost of turnover for submission to the executive team and Board of Directors.
- Trained, mentored and coached hiring managers and interviewing personnel regarding interview techniques, needs assessment, appropriate questions, applicant assessment and "best-fit" selection.
- Worked with team to produce and administer a comprehensive Employee Handbook. Developed job descriptions with department managers to ensure accuracy and consistency. Implemented and managed full cycle employee review process enabling improved feedback, morale and retention. Participated in the review of all positions (regarding wages, classification and salary). Collaborated with team to create an employee retention plan, set goals and benchmark and analyze results. Conducted exit interviews and analyzed results in an effort to reduce turnover.
- Developed, executed and monitored all activities of the corporate full-life cycle recruiting strategy including sourcing and interviewing candidates, extending offers and closing on employment agreements.
- Lowered cost-per-hire by 35% and time-to-hire by 25% by identifying cost effective recruiting methods.

Wave Systems Corp, Princeton, NJ
Senior Human Resources Generalist

- Created the HR Department for a fast-paced division. Supervised 2 recruiters, an HR Assistant and Receptionist. Instituted and monitored an employee performance improvement plan. Utilized Radford salary study results to create a salary grade matrix and execute results companywide. Conducted departmental needs analysis to properly direct recruiters in staffing needs.
- Administered the 401(k), medical, dental, life insurance, workers' compensation, FMLA and disability insurance plans. Created a comprehensive Employee Handbook.
- Recognized for implementing and managing a successful new performance review
- process for high level computer engineers and software developers.
- Functioned as liaison between management and employees to resolve personnel issues and prevented potential lawsuits.

Exogen, Piscataway, NJ
Human Resources Generalist

- Coordinated and directed all aspects of the recruiting process with a strong emphasis on interviewing, developing accurate position descriptions, advertising and high school and college recruiting (for a medical device company). Administered all insurance programs and the 401(k) program.
- Designed employee morale programs (tuition reimbursement, casual summer dress code, and time banking).
- Achieved a smooth transition from self-insured to fully insured health insurance by conducting employee benefits meetings and processing relevant paperwork.

Americo Group, New York, NY
Human Resources Generalist

- Responsible for managing HR functions for the New York office and nationwide merchandising staff (up to 550 employees) for a private label clothing manufacturer.
- Processed payroll for 300 employees (via ADP). Negotiated benefits contracts, administered plans and allocated departmental billing. Coordinated and directed all aspects of the recruiting process (interviewing, advertising and college recruiting).

EDUCATION:

BACHELOR OF SCIENCE, HUMAN RESOURCES
The University Of Rhode Island, Kingston, Ri

9. **Chief Security Officer: Raymond Lamont, Jr.**
(Services provided by South County Cultivators, Inc.)

ROLES AND DUTIES:
The Chief Security Officer CSO will work directly with Green Wave CC's Security Consultant to provide a team approach to safety and security. The CSO will hire all staff, manage scheduling, oversee training, and meet with all staff regarding safety or security concerns. In the event this position is not assigned to a management company, these duties will become that of the Director of Security. The CSO will follow all policies and procedures from Green Wave CC but also the DBR and State of Rhode Island.

RESUME:
Raymond Lamont Rl
[redacted]

PROFESSIONAL SUMMARY:

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

Proven skills in managing law enforcement teams to provide the optimal protection and support to the South Kingstown community. Trained in patrol, criminal investigation/Identification and evidence management. Diligent, hardworking and focused on maintaining the department's success. Third Shift Patrol Supervisor responsible for providing security for the town and closed businesses overnight. Proven leader, remaining calm and composed under stressful conditions. Team player.

SKILLS:

- Monitor Police Procedures
- Surveillance planning
- Prepare reports
- Policy enforcement
- Multitasking
- Investigative techniques
- Train staff
- Maintain records
- Attention to detail
- Problem-solving

EXPERIENCE:

Town of South Kingstown
Police Sergeant
Nov 2001 - Current, Wakefield, RI

- Police Sergeant since 2017
- Supervised daily patrolling operations during shift, assigning areas and monitoring
- calls.
- Acted as supervising security leader during special events such as the annual Town of
- South Kingstown Fireworks Show and concerts and other events at the Ryan Center in
- Kingston Rhode Island.
- Monitored the work of subordinate officers to help each perform their job duties.
- Scheduled officers and assigned functions based on coverage requirements and
- unexpected demands.
- Disciplined staff for violations of department rules and regulations.
- Worked with other law enforcement jurisdiction at municipal, county, state, and federal agency levels in conducting joint investigations and operations.

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

- Decompressed potentially volatile situations using verbal, physical, and weapons-based strategies.
- Patrolled assigned neighborhoods to identify and deter criminal activities.
- Preserved safety and security of property, people, buildings, and residences.
- Field Training Officer, Firearms Instructor and S.W.A.T. Team member
- Detective
- CPR/AED/First Aid certified
- Prison Guard, Federal Bureau of Prisons, Apr 2001 - Nov 2001, Devens, MA
- Assigned to different housing units of varying security levels to provide interior security.
- Responsible for security on the main compound outside of the housing facilities.
- Maintained perimeter security outside of the prison fence.
- Supervised inmates during hourly compound movements.
- Responded and checked security fence alarms.
- Supervised inmates in the dining hall and during visiting hours.
- Monitored security cameras for illegal activity
- United States Border Patrol Agent, U.S. Government, Mar 1997 - Apr 2001, Laredo, TX
- Worked along the Rio Grande River and apprehended subjects illegally entering the United States.
- Interdicted illegal narcotics and other illegal contraband.
- Interviewed and interrogated suspected Guides (Coyotes) of Illegal Aliens.
- Generated arrest reports to be used for court prosecutions
- Performed surveillance duties along the Rio Grande.
- Manned temporary check points along the highway to check the immigration status of
- people driving into and leaving the city of Laredo.
- Worked for a Special Operations Unit assigned to seek out and interdict narcotics and
- other illegal contraband.
- Surveilled human smuggling routes and apprehended the leaders of human trafficking rings.
- Trained to use an infra-red LORUS scope to provide over watch for Agents conducting night operations in the field.
- Acted as a Field Training Officer and trained new Agents.
- Performed immigration checks at the Laredo National Airport for all outgoing flights.
- Worked with other Federal, State and Local Law Enforcement Agencies in joint operations.
- Monitored security cameras and watched the Rio Grande River for illegal entries and narcotics smuggling.

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

EDUCATION:

- Certificate of Completion, supervisory Techniques First Line Supervisor Command School - Bristol, RI
  Apr 2018
- Certificate of Completion, Firearms Instruction Techniques F.B.1. Firearms Instructor School - Cranston, RI
  Oct 2014
- Certificate of Completion, Criminalistics R.I. B.C.1. School - Kingston, Ri.
  Apr 2009
- Certificate of Completion, Interview and Interrogation Techniques Reid School Advanced School of Interview and Interrogation - Devens, MA Attended and completed the beginner's course in West Warwick in 2007
  Aug 2008
- Certificate of Completion, Training Techniques Field Training Officer School - Bristol, RI
  Apr 2005
- Certificate of Completion, Criminal Law/Breathalyzer/Standard Field Sobriety Testing/Police Patrol Operations/Firearms and Pursuit Driving/Use of Force/Hate Crimes R.I. Municipal Police Training Academy - Lincoln, RI
  Mar 2002
- Certificate of Completion, Correctional Officer Basic Training Federal Law Enforcement Training Center - Glynco, GA
  May 2001
- Associate of Business Administration, U.S. Border Patrol Academy/Spanish Language/Immigration and Criminal Law/Police Operations/Use of Force/Fire Arms and Pursuit Driving
  Jul 1997 FLETC - Charleston, SC
- Associate of Business Administration, Criminal Justice Community College of Rhode Island - Warwick, RI
  Jan 1993

10. **Compliance Manager: Timothy Pellecione**
(Services provided by Green Wave CC, Inc.)
Roles and Duties: The Compliance Manager along with the HR Manager will hold copies of all manuals, policies, procedures and all additional required documents per the DBR.

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

The CM will maintain a current list of all cardholders associated with the retail or cultivation facilities as required.

The CM can receive inventory provided the CM will immediately re-weigh, re-inventory, and account on video for all marijuana and marijuana products transported.

The CM will be responsible for overseeing the originating and recipient marijuana establishment licensees shall timely adjust their records to reflect in its records the completed authorized transport of marijuana, including logging such information in the Medical Marijuana Program Tracking System. All records and entries in the Medical Marijuana Program Tracking System shall be easily reconciled by unique identifier, product name and quantity, with the applicable detailed transport manifest.

There will be a Monday morning meeting with the President, Vice President, Head Cultivator, DM, CSO, and Compliance Manager to prepare for the week ahead. All are required to attend.

The Compliance Manager, Quality Control Manager and President will monitor the DBR's website for bulletin updates on a weekly basis and present findings during team meetings.

The Compliance Manager will oversee compliance throughout Green Wave CC and any outside management company and/or vendor.

It is highly unlikely this position will be performed by outside staff members.

RESUME:

Timothy B. Pelleccione
[redacted]

OBJECTIVE:
To obtain a challenging position that allows me to leverage my strong leadership, analytical, and communication skills to help drive business results.

QUALIFICATIONS PROFILE:
Over 20 years of experience spanning both corporate and private sectors. A driven leader with proven results in launching and managing all aspects of a new business including strategic planning, finance/accounting, marketing, human resources, and regulatory compliance.

PROFESSIONAL EXPERIENCE:

Pelly's Place, Narragansett, RI
2003 – Present
Restaurant/ Pub Owner & Operator

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

- Manage a team of 15 employees delivering high quality, efficient, and compliant customer service
- Lead all aspects of financials for the business including general accounting, loan/grant acquisition, and payroll
- Coordinate inventory projections, ordering, and vendor partnerships

Pelly's 19th Hole, Narragansett, RI
Restaurant/ Banquet Hall Owner & Operator
2003 – 2013

- Managed all aspects of daily business including staffing, finance, marketing, and inventory/vendor management
- Coordinated large 1 to 400 person events (weddings, golf tournaments, etc.)
- Partnered with town and state officials during annual compliance audits (required as municipal owned property)

Quick & Reilly / Suretrade, Lincoln, RI
Broker
1999-2002

- Facilitated the post-merger transition from Suretrade to Quick & Reilly
- Coordinated and executed trades directly for clients
- Launched and monitored indications/allocations for Initial Public Offerings

American Express Financial Advisors, Cranston, RI
Personal Financial Advisor
1998-1999

- Created and delivered flexible and comprehensive financial analysis to clients
- Developed and maintained strong book of client business
- Obtained Series 7, 6, 63, 65 & Life/ Health Insurance Licenses

ADDITIONAL ACTIVITIES:

South County Charities, Narragansett, RI
Co-Founder, Non Profit
2010 – Present

Shiva Properties, LLC, Narragansett, RI
Co-Owner, Real Estate Development Partnership
2007 – 2013

EDUCATION:

Fairfield University
Bachelor of Science in Finance
May 1997

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

11. Director of Security: Timothy Fitzgerald, Jr.
(Services provided by Green Wave CC, Inc.)
ROLES AND DUTIES:
The Chief Security Officer CSO will work directly with Green Wave CC's Security Consultant to provide a team approach to safety and security. The CSO will hire all staff, manage scheduling, oversee training, and meet with all staff regarding safety or security concerns. In the event this position is not assigned to a management company, these duties will become that of the Director of Security. The CSO will follow all policies and procedures from Green Wave CC but also the DBR and State of Rhode Island.

RESUME:

Timothy F. Fitzgerald, Jr.
[redacted]
EXPERIENCED INVESTIGATOR -RETIRED STATE POLICE

Good Marital Status: Married

OBJECTIVE:
To provide professional investigative services to the business community and Compassion centers. To provide site security as well as physical security to patients and staff. To set up security procedures and protocol for patients and staff. To set up video and other procedures to assure complete transparency in the Compassion center and medical Marijuana industry

EXPERIENCE:
Private Investigator, 1992 to present
• Licensed and bonded - Investigation of fraud, criminal and civil crimes.
Consulted in the site and security of a compassion center, including the safety of patients and staff. Duties included the liaison with law enforcement and background checks of staff.
Rhode Island State Policeman (retired with rank of Sergeant) 1972-1991
• Excellent police record, including ten commendations for investigations.
Served in all State Police barracks in the State of Rhode Island and retired as the Assistant Patrol Commander of the Hope Valley barracks in charge of supervising eight Troopers

MILITARY:
• Specialist 4th Class Military Policeman, United States Army, 1969-1971
Top secret clearance, served as Military Policeman at Edgewood, Arsenal, Maryland, and Saigon, Viet Nam

EDUCATION:
• Rogers High School, Newport, Rhode Island, graduated 1967
• Miami-Dade Jr. College, A.S. Criminal Justice, Miami, Florida 1971

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

Roger Williams University, Bachelor of Science, Administration of Criminal Justice,
Bristol, Rhode Island, 1981
• Rhode Island State Police Training Academy
o Numerous In-Service training schools, S.W.A.T. O Accident Investigation, and Domestic Violence

REFERENCES:
Full references will be furnished upon request

12. **Quality Control Manager: Jane LeBlanc**
(Services provided by South County Cultivators, Inc.)
ROLES AND DUTIES:
Quality Control is responsible for putting our name on the end product. QC is responsible for monitoring that all handouts are up to date, ensuring staff competency on FAQ knowledge, comfortable following test results and oversees any recall process at the direction of the Compliance Officer.

The QC Manager will work to monitor all test results and ensure every product entering our facility has been deemed safe and of high quality.

The QC Manager can oversee the intake of new products arriving from outside vendors. The QC Manager will be responsible for ensuring all products are immediately re-weighed, re-inventoried, and accounted for on video for all marijuana and marijuana products transported.

The QC Manager will be responsible for approving both the originating and recipient marijuana establishment licensees have timely adjusted their records to reflect in its records the completed authorized transport of marijuana, including logging such information in the Medical Marijuana Program Tracking System. All records and entries in the Medical Marijuana Program Tracking System will be easily reconciled by unique identifier, product name and quantity, with the applicable detailed transport manifest.

The QC Manager should be comfortable with computers and logging such information into the Medical Marijuana Program Tracking System. All records and entries in the Medical Marijuana Program Tracking System

The QC Manager will have a good relationship with other department managers and will be encouraged to assist when identifying any breakdowns within our system as they inspect every product for safety and compliance before it reaches a patient.

The Compliance Manager, Quality Control Manager and President will monitor the DBR's website for bulletin updates on a weekly basis and present findings during team meetings.

The QC Manager will be responsible for all social media comment assessment, feedback forms, interviewing budtenders, and overseeing complaint management.

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

RESUME:

Jane Leblanc

[redacted]

SKILLS SUMMARY:

I have excellent communication and listening skills, with strong observational, analytical, and problem-solving skills. I understand regulatory compliance and am skilled in understanding scientific and technical data

EDUCATION:

Bachelor's Degree in Archaeology
UMASS Boston 2001
Educated on applying mathematical and statistical concepts in the field and data analysis.

EXPERIENCE:

The Flatts Restaurant and Bar
Owner
2017-Present

- Created and built The Flatts.
- Familiar with RI Department of Business Regulation and Ri Department of Health.
- Customer satisfaction, food safety and ultimate success depend on high standards of Quality Control.
- Solely responsible for ensuring state regulations, permits, licenses and inspections were compliant, current and in good-standing.
- On a daily/monthly basis I was ensuring Quality Control Logs were implemented in areas of food prep/handling/storing/safety, cleaning/disinfecting, employee training/licensing and overall staff management.

Cannabis Cultivator
Owner
2010-2017

- Managed and operated multiple commercial cannabis grow spaces.
- Created and implemented Quality Control Logs to ensure all employees maintained clean, safe working and growing standards.
- Kept in compliance with RI state regulations and licensing.

Citizen's Bank
Banker
2010-2015

- Followed all compliance and testing requirements and regulations.
- Learned how to create Quality Control Logs

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

13. **Labeling and Packaging Lead: Marc Gertsacov**
(Service Provided by South County Cultivators, Inc.)

ROLES AND DUTIES:

The Packaging and Labeling Lead PLL will serve to ensure overall packaging and labeling compliance. This person should be comfortable recognizing non-compliant labeling or packaging. This position will review DBR documents for verification of an approved logo, warnings and all other packaging and labels that require approval from the DBR. The PLL must have a complete understanding of all rules and regulations applied specifically to labeling and packaging.

The PLL will have a good relationship with other department managers and will be encouraged to assist when identifying any breakdowns within our system as they inspect every product for safety and compliance before it reaches a patient.

The Packaging and Labeling Lead will be responsible for overseeing our cultivation facility packaging and labeling duties. This position will be responsible for meeting with the Head Cultivator once weekly to discuss any concerns or compliance issues.

When not addressing compliance the PLL will assist the packaging team while performing the roles and responsibilities listed under that role.

RESUME:
Marc B. Gertsacov, Esq.
[redacted]

ADMISSIONS:
Rhode Island State Bar 2000
New York State Bar 2001

EDUCATION:
Brooklyn Law School, Brooklyn, NY
Juris Doctor
June 2000

SKIDMORE COLLEGE
Saratoga Springs, NY
Bachelor of Arts in Economics
May 1994

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

ACTIVITIES:
Student Government
House of Delegates
1999-2000

ACTIVITIES:
Varsity Men's Hockey, 1989-1992
Women's Hockey, Coach, 1994

EXPERIENCE:
The Law Offices Of Ronald C. Markoff, Esq., Providence, RI
Associate
March 2003 – present

- General practice in corporate formation, corporate resolutions, residential and commercial conveyances, foreclosures, evictions and collections.
- Responsible for performing closings, title examinations, document preparation, condominium conversions and disbursement duties.

The Law Offices Of Jason R. Marinelli, Esq., Providence, RI
Associate
April 2001 – March 2003

- General practice in residential and commercial conveyances, foreclosures, evictions and collections.
- Responsible for performing closings, title examinations, document preparation and disbursement duties.

Bls Corporate Real Estate Clinic, Brooklyn, NY
Legal Intern
September 1999 – December 1999

- Represented five limited equity housing corporations.
- Negotiated contracts of sale and financing agreements.
- Performed all aspects of real estate closings.
- Counseled clients in holding board meetings, transferring share certificates, and other aspects of cooperative corporate management.

You Participate In Solutions, Staten Island, NY
Mediator
September 1998 – May 1999

- Completed New York State OCA training in mediation.
- Assisted parties in negotiating and resolving various small claims and court-referred matters including custody, harassment and property disputes.

Form 4: CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

New York City Law Department, New York, NY
Summer Intern
June 1998 – August 1998

- Condemnation and Certiorari Division.
- Performed extensive legal research and wrote memoranda on topics concerning the valuation and assessment of residential and commercial real property.
- Assisted in negotiations and real estate closings.
- Observed appellate arguments.

BILL'S BASIC BOOKSHELVES, San Francisco, CA
Assistant Manager
November 1994 – May 1997

- Performed sales, customer service and daily accounting for a retail furniture store.
- Responsible for inventory accounting, scheduling custom orders and delivery.
- Designed, implemented and tracked the company's advertising campaign.
- Trained and supervised new employees.

ii. GREEN WAVE CC, INC'S NONPROFIT ARTICLES OF INCORPORATION FILED WITH RI SECRETARY OF STATE (SOS) IN ACCORDANCE WITH R.I. GEN. LAWS CHAPTER 7-6

iii. GREEN WAVE CC, INC. BY-LAWS

iv. GREEN WAVE CC, SOUTH COUNTY CULTIVATORS, CRI LLC.CERTIFICATE OF GOOD STANDING FROM THE RI SOS.

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 Green Wave CC, Inc.

ARTICLE II

The period of its duration is X Perpetual ___

ARTICLE III

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

PROVIDE SAFE, DIGNIFIED AND AFFORDABLE ACCESS TO MEDICAL CANNABIS FOR APPROVED PATIENTS IN THE STATE OF RHODE ISLAND

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:

ARTICLE V

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

No. and Street: 771 POST ROAD
City or Town: WAKEFIELD State: RI Zip: 02879

The name of its initial registered agent at such address is CHRISTOPHER D. SANDS

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	CHRISTOPHER D. SANDS	[redacted]
DIRECTOR	RICHARD D. COMOLLI	
DIRECTOR	DAVID RUGGIERI	

		WAKEFIELD, RI 02879 USA

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	CHRISTOPHER D SANDS	[redacted]

ARTICLE VIII

Date when corporate existence is to begin 11/12/2020
(not prior to, nor more than 30 days after, the filing of these Articles of Incorporation)

Signed this 12 Day of November, 2020 at 3:45:23 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.
CHRISTOPHER D. SANDS

Form No. 200
Revised 09/07

© 2007 - 2020 State of Rhode Island
All Rights Reserved

RI SOS Filing Number: 202074332230 Date: 11/12/2020 3:42:00 PM

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:

November 12, 2020 03:42 PM

Nellie M. Gorbea
Secretary of State

State of Rhode Island
Office of the Secretary of State

Fee: $10.00

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

Non-Profit Corporation Articles of Amendment

(Section 7-6-40 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the corporation is Green Wave CC, Inc.

If the entity's name is changing, state the new name: Green Wave CC, Inc.

ARTICLE II

If the corporate duration is changing, so state: X Perpetual ___

If the corporate purpose is changing, so state:

PROVIDE SAFE, DIGNIFIED AND AFFORDABLE ACCESS TO MEDICAL CANNABIS FOR APPROVED PATIENTS IN THE STATE OF RHODE ISLAND

If there is a change in the number of directors, modify this section:

The number of directors constituting the Board of Directors of the Corporation is

and the names and addresses of the persons who are to serve as the directors are:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
INCORPORATOR	CHRISTOPHER D SANDS	[redacted]
DIRECTOR	CHRISTOPHER D. SANDS	
DIRECTOR	RICHARD D. COMOLLI	
DIRECTOR	DR. ROCCO ANDREOZZI III	

If there are any other provisions to be amended, so state:

ARTICLE III

The Amendment was adopted in the following manner:

(check one box only)

___ The amendment was adopted at a meeting of members held on , at which meeting a quorum was present, and the amendment received at least a majority of the votes which members present or represented

by proxy at such meeting were entitled to cast.

X The amendment was adopted by a consent in writing on 12/7/2020 , signed by all members entitled to vote with respect thereto.

__ The amendment was adopted at a meeting of the Board of Directors held on , and received the vote of a majority of the directors in office, there being no members entitled to vote with respect thereto.

ARTICLE IV

Date when amendment is to become effective 12/8/2020
(not prior to, nor more than 30 days after, the filing of these Articles of Amendment)

Signed this 8 Day of December, 2020 at 4:49:56 PM. *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.*

Green Wave CC, Inc.
Corporate Name

By CHRISTOPHER SANDS

X President or __ Vice President (check one)

AND

By RICHARD COMOLLI

X Secretary or __ Assistant Secretary (check one)

Form No. 201
Revised 09/07

© 2007 - 2020 State of Rhode Island
All Rights Reserved

RI SOS Filing Number: 202079034670 Date: 12/8/2020 4:47:00 PM

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 08, 2020 04:47 PM

Nellie M. Gorbea
Secretary of State

GREEN WAVE CC, INC.
BYLAWS

(A Not-for-Profit Corporation)

ARTICLE I
Name

The name of this corporation (hereinafter referred to as "CORPORATION") is Green Wave CC, Inc.

ARTICLE II
Offices

CORPORATION shall maintain an office in a place determined by the Board. CORPORATION shall have a registered as required by law.

ARTICLE III
Purposes

Section 1. Mission:
Provide safe, dignified and affordable access to medical cannabis for approved patients in the State of Rhode Island.

Section 2. Vision:
The CORPORATION envisions being a community-oriented, nonprofit organization that provides Rhode Island patients in need with safe access to high quality medicine, wellness services and educational resources.

We foresee Green Wave CC, Inc. serving as a model facility that operates in full compliance with the law, maintains the highest standards of professional operation and truly serves the needs of patients in our state.

ARTICLE IV
Membership

Section 1. Members. Richard D. Comolli, Christopher D. Sands and David Ruggieri.

Section 2. Annual Meeting. A membership meeting shall be held once each year at a time and place set by Board of Directors.

Section 3. Voting. All members are entitled to vote at the annual membership meeting.

Section 4. **Quorum.** At least two members shall constitute a quorum at all membership meetings.

Section 5. **Manner of Acting.** The act of a majority of members at a meeting at which a quorum is present shall be an act of the membership, except as otherwise provided by law or by these bylaws.

Section 6. **Notice.** Notice of the annual membership meeting shall be sent to each member by either U.S. mail, overnight courier, facsimile, electronic mail or other mode of written transmittal, not less than ten (10) days before the time set for such meeting, and must include the time, date and place of such meeting. The annual meeting will be held each year at a time and place set by the CORPORATION Board of Directors.

ARTICLE V
Board of Directors

Section 1. **General Powers.** The property, affairs and business of CORPORATION shall be managed and controlled by its Board of Directors. The Board of Directors may, by general resolution, delegate to officers of CORPORATION and to committees and such powers as provided for in these Bylaws.

Section 2. **Number.** The number of Directors shall be Three (3) voting members or such other number as may be determined by the Board of Directors from time to time.

Section 3. **Meetings.** The Board of Directors may provide by resolution the time and place for holding annual membership meetings, regular meetings, or special meetings of the Board. The meetings of the Board of Directors shall be closed except to those persons invited by the President.

Section 4. **Special Meetings.** Special meetings of the Board of Directors may be called by the CORPORATION President or by a majority vote of the Member of the Board of Directors.

Section 5. **Notice.** Notice of any meeting of the Board of Directors shall be sent to each Director by U.S. mail, overnight courier, facsimile, electronic mail or other mode of written transmittal, not less than ten(10) days before the time set for such a meeting, and must include the time, date, and place of such meeting. Any Director may waive notice of any meeting before, at or after such meeting.

Section 6. **Quorum.** A presence of a majority of the voting members of the Board of Directors in office shall constitute a quorum for the transaction of business at any meeting of the meetings much be approved by a majority of the total Board of Directors before said decisions become official.

Section 7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided by law or by these Bylaws.

Section 8. Teleconferencing. Meetings of the Board may be conducted by teleconference, conference call, or other electronic means, as permitted by law, provided that all persons can communicate with one another, and all persons are otherwise able to fully participate in the meeting. Votes of the members of the Board of Directors received in such manner shall have the same force and effect as votes at a meeting at which the members of the Board of Directors are physically congregated.

Section 9. Action by Unanimous Written Consent. Where permitted by law, any action required to be taken at a meeting of the Board of Directors or any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so take, shall be signed by all of the Directors entitle to vote with respect to the subject matter thereof.

Section 10. Vacancies. Any vacancy occurring in the Board of Directors or any Directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors. A Director selected to fill a vacancy shall serve the remaining, unexpired term of his or her predecessor in office. Vacancies may be filled or new Directorships created and filled at any meeting of the Board of Directors.

Section 11. Term of Office. The term of office for all elected directors shall be three (3) years. Director shall be permitted to serve more than one term.

Section 12. Nominating Committee. At the first board meeting of the year the President shall designate a Nominating Committee of at least three members. The committee members shall be approved by the Board of Directors. It shall be the duty of this committee to nominate at least one candidate to fill each open office.

Section 13. Elections. The list of nominees as developed by the Nominating Committee shall be presented to the membership for election.

ARTICLE VI
Officers

Section 1. Officers. The Officers of CORPORATION shall initially be a President, Vice President, Secretary, and Treasurer and such other Officers as may be determined by the Board of Directors. The Board of Directors may decide not to fill all offices and they may elect such other Officers as it shall deem necessary and proper, such Officers to be vested with such authority and to be obligated to perform such duties as shall be prescribed by the Board of Directors.

Section 2. Election and Term of Office. The Officers of CORPORATION shall be elected by the Board of Directors for a two-year term. Officers will have no term limits.

Such election of officers shall be by the affirmative vote of a majority of the Directors in attendance. Incoming Officers shall be elected at the last board meeting of the outgoing officers and shall serve until their successors have been duly elected. When a board member assumes an officer position, his/her term as a board member ends and a new term as an offer begins.

Section 3. Removal. Any Officer may be removed from office at any time by the affirmative vote of two-thirds of the Directors in office, whenever in their judgment the best interest of CORPORATION would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors.

Section 5. President. The President shall be the principal elected officer of CORPORATION. The President shall appoint all standing and special committees, shall serve as a non-voting ex-officio member of all committees, and shall perform such other duties and function as are necessary incident to the office or as may be prescribed by the Board of Directors.

Section 6. Vice President. The Vice President shall assist the President as necessary and appropriate and shall undertake and perform the duties and responsibilities of the office of President if such office is temporarily vacated or if the President is in absentia.

Section 7. Treasurer. The Treasurer shall be responsible for all funds of CORPORATION. They shall be responsible for monitoring and reporting the financial activities of CORPORATION and ensure an annual audit of the financial records. In general the Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President of the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and shall oversee the keeping, preparation, and filing of all other records required by law or by the policies of the Board of Directors. The Secretary shall be custodian of the corporate records.

ARTICLE VII
Committees

Section 1. Authority. The President, with the approval of the Board of Directors, may designate and appoint standing and d hoc committees and task forces of CORPORATION.

Section 2. Quorum and Manner of Acting. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VIII
Inurement

No part of the net earnings of the CORPORATION shall inure to the benefit of, or be distributable to, its Directors, Officers, Committee Members, except that CORPORATION shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

Section 1. Contracts, Checks, Deposits and Funds.

a. Contracts. The Board of Directors may authorize the President of the CORPORATION to enter into any contract, or execute and deliver any instrument in the name of, and on behalf of, CORPORATION, and such authority may be general or confined to specific instances.

b. Checks. All checks, drafts, all orders for the payment of money, notes or other evidence of indebtedness issued in the name of CORPORATION shall be signed by the Treasurer of CORPORATION and in such manner as shall from time to time be determined by resolution of the Board of Directors.

c. Deposits. All funds of CORPORATION shall be deposited from time to time to the credit of CORPORATION in such banks, trust companies, or other depositors as the Board of Directors may select.

d. Funds. The Board of Directors may accept, on behalf of CORPORATION, any contribution, gifts, bequests or devise for any of the purposes set forth in the Articles of Incorporation or Bylaws of CORPORATION.

ARTICLE IX
Books and Records

CORPORATION shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and of its Committees.

Section 1. Internal Controls. The Board of Directors shall establish polices and procedures to ensure that property and adequate controls of CORPORATION financial affairs exist.

Section 2. Annual Financial Audit. There shall be an annual audit of CORPORATION financial books and records by a properly accredited independent Certified Public Accountant, to be designated from time to time by the Board of Directors.

ARTICLE X
Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of the Act, CORPORATION Articles of Incorporation, or these Bylaws, a waiver thereof in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI
Indemnification

Section 1. General Indemnification. Each member of the Board of Directors and officer of CORPORATION now or hereafter in office, shall be, and hereby is indemnified by CORPORATION against any and all personal liability and reasonable expense excluding all amounts recovered through proceeds of insurance, (but including, without limitation, counsel fees and disbursements, and amount of judgments, fines, taxes or penalties against, or amounts paid in settlement by, him) that may be incurred by such member of the Board of Directors, officer or person in connection with, or resulting from, any claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (regardless of whether made or instituted by or in the right of the corporation) or in connection with any appeal relating thereto, in which he or she may become involved, as a part or otherwise, or with which he or she may be threatened, by reason of being, or having been, a member of the Board of Directors or officer of CORPORATION or serving or having served in such a fiduciary capacity, or by reason of any action taken or omitted in such person's capacity as such member of the Board of Directors, officer or fiduciary, all subject as herein provided.

Without limiting or affecting the scope of the foregoing obligation, each said member of the Board of Directors, officer and person shall be fully indemnified and protected by the corporation in any action or omission to act taken in good faith in accordance with the advice, recommendation or opinion of the attorneys for the corporation, the accountants employed from time to time to supervise or audit the books and accounts of the corporation, or the actuary of any of said employee benefit plans.

No such indemnification shall be made with respect to (i) matters as to which any said member of the Board of Directors, officer or person shall be finally adjudged to have been dishonest, to have acted fraudulently or to have obtained a personal benefit at the

expense of CORPORATION, and (ii) amounts paid or expenses incurred in connection with the settlement of any such claim, action, suit, proceeding or appeal unless the corporation is advised by opinion of an independent counsel that said member of the Board of Directors, officer or person was not dishonest, did not act fraudulently and did not obtain any said personal benefit in the performance of his or her said duties.

The foregoing right of indemnification shall not be exclusive of other rights to which each said member of the Board of Directors, officer or person may be entitled, and shall be available whether or not such member of the Board of Directors, officer or person continues to be a member of the Board of Directors or officer of CORPORATION, of such other association, organization or corporation, or such a fiduciary at the time that any such liabilities and expenses are incurred, paid or satisfied.

If any provision or condition of this Section shall be determined to be invalid or void for any reason, such determination shall not affect the validity of any other provision of this Section or of these bylaws.

Section 2. Insurance. CORPORATION shall purchase and maintain insurance on behalf of the Board of Directors, officers, former board members and former officers and all persons who have served at its request liability, incurred by them by reason of being or having been board members or officers of CORPORATION.

ARTICLE XII
Procedures and Communications

The rules contained in the most recent edition of Robert's Rules of Order shall provide the rules of procedure for CORPORATION where they are not inconsistent with the provisions of the Articles of Incorporation or these Bylaws. All communications, balloting, and notices may be sent by U.S. mail, overnight courier, facsimile, electronic mail.

ARTICLE XIII
Amendments to Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the directors, present at any regular meeting or any special meeting, if at least fourteen (14) days written notice is given of attention to alter, amend, repeal or to adopt new Bylaws at such meeting.

Adopted this 9th day of December, 2020.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III

CONSENT OF THE STOCKHOLDER
OF

South County Cultivators, Inc.

The undersigned, being the Stockholders of SOUTH COUNTY CULTIVATORS, INC., do hereby (a) pursuant to Section 7-1.1-30.2 of the Rhode Island Business Corporation Act, waive any required notice of a Stockholder's meeting, and (b) pursuant to Section 7-1.1-30.3 of said Act, consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. That the actions of the Incorporator(s) set forth in the Consent of Incorporator dated the 9th day of December, 2020 be, and they hereby are, ratified, approved and confirmed to be effective at such time as the Rhode Island Department of Business Regulation Medical Marijuana Program awards to Green Wave CC, INC., a Rhode Island Non-Profit Corporation, a Compassion Center License, pursuant to The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act. Shall that event not come to pass, said By-laws will have never become operable and will otherwise continue to be null and void.

2. That the Corporation and its Stockholder(s) elect that the Corporation be a "close corporation" pursuant to the provisions of Section 7-1.1-51 of the Rhode Island Business Corporation Act, as amended, and its Stockholder(s) specifically approve the privileges afforded the Corporation under the provisions of said Section 7-1.1-51 of said Act.

3. That the fiscal year of the Corporation shall end on December 31 of each year.

Christopher Sands

Richard Comolli

Gregory Roebuck

Raymond Lamont

Marc Gertsacov

Christopher Spagnole

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Appoint Christopher Sands to serve as the Green Wave CC, Inc.'s President.
2. Appoint Gregory Roebuck to serve as the Green Wave CC, Inc.'s Vice President.
3. Appoint Susan Gertsacov to serve as the Green Wave CC, Inc.'s Treasurer and Secretary.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III D.O.

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Subject to the award of a Rhode Island Medical Marijuana Compassion Center License to Green Wave CC, Inc., a Non-Profit Corporation, organized under the laws of the State of Rhode Island, and the Rhode Island Department of Business Regulation's approval of the merger of the Rhode Island Medical Marijuana Cultivator Licensee therewith, the Corporation enters into the Agreement, attached hereto as **Exhibit A**, with South County Cultivators, Inc., wherein South County Cultivators shall serve as a management and consultant company to Green Wave CC, Inc., as more specifically described therein.

2. It is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Christopher Sands and Richard Comolli are Stockholders of South County Cultivators, Inc. and Corporate Officers of South County Cultivators, Inc., and that such interests and relationships are known to the Board of Directors and Green Wave CC, Inc., as South County Cultivators, Inc. has provided to Green Wave CC, Inc., as well as its Directors, South County Cultivator, Inc.'s By-Laws; issued Capital Stock Certificates and any and all other business records within South County Cultivator, Inc.'s possession, custody and control. In addition, it is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Marc Gertsacov, the spouse of Green Wave CC, Inc.'s Treasurer and Secretary, Susan

Gertsacov, is a Stockholder of South County Cultivators, Inc., and that such interests and relationships are known to the Corporation and its Stockholders.

3. It is further expressly acknowledged by the Directors and the Corporation that the Agreement, **Exhibit A**, is commercially fair and reasonable based upon due diligence and market research performed by the Directors prior to the Consent contained herein.

4. Green Wave CC, Inc., is authorized and approved to enter into **Exhibit A** with South County Cultivators, Inc.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III

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:

Green Wave CC, Inc.

is a Rhode Island Non-Profit Corporation organized on **November 12, 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 02, 2020

Secretary of State

Certificate Number: 20120010210

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

Processed by: dantonelli

State of Rhode Island
Office of the Secretary of State

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

Certificate Request Form

Request Information

ID	ENTITY NAME	CERTIFICATE TYPE
001715060	Green Wave CC, Inc.	Certificate of Good Standing

Filer's Contact Information

(Enter a contact name, mailing address and email.)

Contact Name: Christopher Sands
Business Name: Green Wave CC
No. and Street: [redacted]
City or Town: [redacted] State: RI Zip: 02879 Country: USA
Contact Phone: [redacted]
Contact Email: [redacted]

© 2007 - 2020 State of Rhode Island
All Rights Reserved

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:

SOUTH COUNTY CULTIVATORS, INC.

is a Rhode Island Business Corporation organized on **December 12, 2016.** 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 tax status, financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

December 07, 2020

Secretary of State

Certificate Number: 20120026140

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

Processed by: dantonelli

State of Rhode Island
Office of the Secretary of State

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

Certificate Request Form

Request Information

ID	ENTITY NAME	CERTIFICATE TYPE
001669082	SOUTH COUNTY CULTIVATORS, INC.	Certificate of Good Standing

Filer's Contact Information

(Enter a contact name, mailing address and email.)

Contact Name: Christopher Sands
Business Name: South County Cultivators
No. and Street: [redacted]
City or Town: [redacted] State: RI Zip: 02879 Country: USA
Contact Phone: [redacted]
Contact Email: [redacted]

© 2007 - 2020 State of Rhode Island
All Rights Reserved

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:

CRI, LLC

is a Rhode Island Limited Liability Company organized on **March 28, 2017.**
I further certify that revocation proceedings are not pending: articles of dissolution have not been filed; all annual reports are of record and the company is active and in good standing with this office.

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

SIGNED and SEALED on
September 10, 2020

Secretary of State

Certificate Number: 20090035180
Verify this Certificate at: http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx
Processed by: dantonelli

State of Rhode Island
Office of the Secretary of State

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

Certificate Request Form

Request Information

ID	ENTITY NAME	CERTIFICATE TYPE
001672264	CRI, LLC	Certificate of Good Standing

Filer's Contact Information

(Enter a contact name, mailing address and email.)

Contact Name: Christopher Sands
Business Name: CRI LLC
No. and Street: [redacted]
City or Town: [redacted] State: RI Zip: 02879 Country: USA
Contact Phone: [redacted]
Contact Email: [redacted]

© 2007 - 2020 State of Rhode Island
All Rights Reserved

Supplement to Form 4: Annex B

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.

List of Ownership

Green Wave CC, Inc intends to utilize South County Cultivators, Inc as a management company that provides services listed within the Management and Consulting Agreement, the Bylaws from South County Cultivators, Inc., along with additional corporate documents throughout this application.

List ownership or financial interest (officers, directors, stockholders of 5% or more)

1. Richard Comolli [redacted]
2. Christopher D. Sands [redacted]
3. Gregory Roebuck [redacted]

List LLC managers or members, and/or partners in or operations or managerial control over the management company.

1. Christopher Spagnole [redacted]
2. Marc Gertsacov [redacted]
3. Raymond Lamont [redacted]
4. Timothy Pellecione 1[redacted]
5. Deena Souza [redacted]
6. Jane LeBlanc [redacted]
7. Timothy Fitzgerald [redacted]
8. Rocco Andreozzi III, D.O. [redacted]
9. Susan Gertsacov [redacted]

- Please refer to Form 2 for any additional information requested.
- All such financial transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

MANAGEMENT AND CONSULTING SERVICES AGREEMENT

This Management Agreement ("**Agreement**") is made and entered into as of December, 9 th 2020 but effective as of the date on which the Rhode Island Department of Business Regulation's Medical Marijuana Program ("DBRMMP") notifies Green Wave that it has been awarded a compassion center license in writing that and also that the DBRMMP has approved or does not object to the terms hereof in writing (such date, the "**Effective Date**") by and between Green Wave CC, Inc ("**Green Wave**"), a Rhode Island domestic non-profit corporation with a present mailing address of [redacted] and South County Cultivators, Inc., a Rhode Island Profit Corporation having a principal place of business at [redacted] ("**Manager**"). As used herein, Green Wave and Manager are hereinafter collectively called the "**Parties**" and individually called a "**Party**." **It is expressly acknowledged that this Agreement shall be of no force and effect until such time as the DBRMMP awards to Green Wave a medical marijuana compassion center license and until such time as South County Cultivator LLC's DBRMMP Cultivation License is merged into the newly issued Green Wave Compassion Center License. The Parties further acknowledge and agree that if the aforementioned-events do not occur, than this Agreement shall have never had effect and will otherwise remain null and void.**

RECITALS

WHEREAS, Green Wave is an applicant for a medical marijuana compassion center licensed as issued by the DBRMMP pursuant to and in accordance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act., and the regulations promulgated thereunder, as amended (the "**Proposed License**").

WHEREAS, Green Wave will act with due diligence and in a timely manner in applying for and seeking to obtain a compassion center license, the Proposed License.

WHEREAS, the Parties acknowledge and agree that this Agreement shall only become effective at such time as and is otherwise contingent upon Green Wave being awarded a medical marijuana compassion center license

WHEREAS, Manager is available to provide comprehensive management and consulting services as set forth herein and has the expertise and resources to enable it to provide certain management, consulting and other services to support and monitor all of the operations of Green Wave as is required to ensure compliance with the terms and conditions of this Agreement, the Leases, and all relevant laws, rules, regulations, orders, procedures and guidelines of the DBRMMP, the State of Rhode Island and/or any applicable local governing body.

WHEREAS, Green Wave desires to engage the services of Manager in accordance with the terms and conditions hereof to perform the services set forth herein in accordance with such terms, standards and conditions.

NOW, THEREFORE, for the covenants, promises and other consideration stated herein, which the Parties acknowledge is sufficient, and with the intent to be legally bound hereby, the Parties agree as follows:

ARTICLE I
RESPONSIBILITIES, DUTIES AND OBLIGATIONS OF THE MANAGER

Section 1.01 Appointment: During the Term (as defined herein), Manager shall be responsible for the development, administration, operation and management of Green Wave's cultivation, processing (if being conducted) and aspects compassion center staffing, as well as research and development operations (collectively, the "**Business**") and shall provide to or on behalf of Green Wave all management, consulting and other services typically required by a Business of a similar type and size, including the foregoing subsection (a) through (i), which shall collectively be referred to herein as the "**Management Services,**" (j) through (m), which shall collective be referred to as the "**Consulting Services**," (n) through (p), which shall be collectively referred to as the "**Research and Development Services**" and (q) through (r), which shall be collectively referred to as the "**Procurement Services**."

Section 1.02 Management Services.

(a) Providing management, supervisory, and oversight to Green Wave for budgeting, financial planning and operations for most of the Business' operations; and maintaining the books and records of the Business, including, but not limited to, accounts payable, accounts receivable, inventory, general ledger, payrolls and other such matters as the financial controller of Green Wave, utilizing technology required or approved by DBR MMP, subject to the terms and procedures set forth herein; and

(b) Taking any and all actions necessary in furtherance of, in compliance with, or otherwise in any way related to any applicable state or local law, regulation, DBRMMP guidance or order (collectively, the "**Laws**") relative to the procurement, entitlement, compliance, development, security, operation, or management of the Business in effect on the Effective Date or that comes into being, occurs, accrues, becomes effective, or otherwise becomes applicable or required after the Effective Date; and

(c) Maintaining separate accounting, bookkeeping, billing, collection, cash management, payroll, record-keeping services and annual audit services consistent with United States generally accepted accounting principles in effect from time to time ("**GAAP**") as it relates to the activities of the Business, a Rhode Island Non-Profit Corporation, as the GAAP may require and preparing all required filings, both federal and state, as it relates to any and all state requirements in connection with Green Wave's status as a non-profit corporation; and

(d) Selecting and contracting with any third-party consultants, independent contractors, vendors or service providers, to be necessary for the build-out, development, administration, operation and management of any component of the Business or its facilities; and

(e) Maintain human resource activities; and

(f) Implementing procedures reasonably necessary to ensure all employees and independent contractors working at each designated location of the Business who are required to do so have acquired and maintain, in good standing at all times, an Agent Registry Card ("**Agent Card**"); and

(g) Purchasing insurance for the Business of such types, on such terms and in such amounts as the Manager deems reasonable, including business liability and property casualty insurance, workers' compensation insurance, property damage or personal injury. Green Wave and Manager agree that each shall be either the insured party or an additional named insured, as appropriate, under all such policies, and Manager shall provide Green Wave with current copies of all such insurance documentation; and

(h) Maintaining an electronic compliance database as required by DBRMMP (the "**Electronic Dataroom**"); and

(i) Providing such other business and financial advice and services as may reasonably be necessary and prudent in furtherance of the purpose of this Agreement and the protection of the Proposed License.

Section 1.03 Consulting Services.

(j) Providing Consulting Services to Green Wave as it relates to cultivation, manufacturing, processing and packaging best practices and methods, as well as standard operating procedures;

(k) It is acknowledged by the Parties that Manager has developed proprietary practices and methods, as well as standard operating procedures, related to cultivating, manufacturing, processing and packaging medical cannabis and/or marijuana and associated product, as a result of its experience in the medical marijuana and/or cannabis marketplace (the "Intellectual Property");

(l) It is acknowledged by the Parties that this Intellectual Property expressly includes genetic research relative to specific strains of marijuana or cannabis, as well as the impact of said strains on various qualifying medical conditions;

(m) Access to and use of Manager's Intellectual Property for refinement and improvement of medical cannabis or marijuana and associated product, the Consulting Services, are recognized by the Parties to be a specific scope of service, separate and distinct, from the Management Services delineated in Section 1.02 and the Research and Development Services delineated in Section 1.04.

Section 1.04 Research and Development Services

(n) Providing Research and Development Services to Green Wave as it relates to cultivation, manufacturing, processing, packaging and development of cannabis/marijuana

genetics, overseeing any research conducted following DBR and DOH approvals and cannabis/marijuana delivery methods;

(o) It is acknowledged by the Parties that that medical marijuana or cannabis, as it relates to cultivation, manufacturing, processing, research, packaging and development of cannabis/marijuana genetics and cannabis/marijuana delivery methods is an evolving area of both science and medicine;

(p) Access to and use of Manager's Intellectual Property, as well access to and the use of the Post-Agreement Manager Intellectual Property (as defined below in Section 2.05), for research and development of future medical cannabis or marijuana and associated product, the Research and Development Services, are recognized by the Parties to be a specific scope of service, separate and distinct, from the Management Services delineated in Section 1.02 and the Consulting Services delineated in Section 1.03.

Section 1.05 Procurement Services

(q) Providing Procurement Services to Green Wave as it relates to obtaining the highest quality cannabis and cannabis products from the best cultivator licensees operating within the DBRMMP;

(r) The Provision of Procurement Services will include inspecting cultivation licensees facilities and standard operating procures prior to procurement, facilitating third-party testing; otherwise performing quality assurance functions and arranging for and providing transportation services with the DBRMMP's Rules and Regulations

Section 1.06 Property Management Services

(s) Upon request, Property Management Services to Green Wave will be provided as it relates to the retail/dispensing facilities and cultivation and associated activities facilities, as well as the overall general maintenance and care of the facilities of Green Wave.

Section 1.07 Cultivation Services

(t) Providing Cultivation Services to Green Wave of the highest quality medical cannabis and associated manufacturing activities related to other cannabis products to be offered by Green Wave, including, but not limited to, concentrates, tinctures, edibles and other delivery methods.

(u) The following list consists of most, but not all, activities that Manager will conduct relative to the Cultivation Services contemplated herein. Manager will provide:

- a Head Cultivator;
- two (2) Cultivation Assistants; (2) trimmers;

- two (2) Curing / Packaging members to oversee and manage cultivation team;
- Quality Control Manager
- Inventory Manager
- Packaging & Labeling Lead
- Trimming / Curing & Packaging Lead
- Thirteen (13) fulltime budtenders
- Seven (7) fulltime packaging team members who will work directly with Green Wave CC to ensure compliance along with a reliable supply of medical grade cannabis.
- Manager will cultivate approximately (50) pounds of cured and packaged medical grade cannabis.
- Manager will monitor water quality through random samples to ensure a quality product.
- Manager will provide (12) strains from our [redacted] genetics bank. This is a collection of highly desired and sought after plants strains.
- Manager will share all proprietary Standard Operating Procedures as part of this service contract.
- Manager will maintain a clean environment ensuring medical grade cannabis for patients while following all applicable regulations.
- Manager will procure from cultivation licensees all menu items at the direction of Head Cultivator and the Dispensary Manager. Items to include but not limited to flower (thc / cbd / indica / sativa), vape pens, concentrates, edibles, pre-rolls, capsules, tinctures, topical salves, and other marijuana infused products allowed per the DBR.
- Manager will order all proprietary nutrient blends along with a well-balanced medium for plants to grow.
- Manager will provide all cultivation equipment **to include the maintenance and replacement costs of the following items:** (72) LED lights; (4) Quest Dehumidifiers; (4) Mitsubishi Four-Ton HVAC Units; (3) Mitsubishi Three-Ton HVAC Units; (12) Mobile Cultivation Racks; Feeding lines, reservoirs, and

circulation pumps; (12) Circulating Fans; Testing Equipment to include pH, ppm, and temperature monitoring; A comprehensive CO2 system to include maintenance; Environmental Control and Monitoring Systems; Supply a full maintenance and janitorial close and will provide all appropriate insurances not including crop insurance, for these items.

Security Services

(v) Providing Security Services for any and all Green Wave facilities, which shall include but not, be limited to, the provision of

- a Chief Security Officer;
- Six (6) full time security guard;
- Two (2) part-time security guards;
- Approved vehicles for all transportation needs and deliveries per Security Team policies, procedures and regulations;
- Manager will contract with a licensed security/alarm company and will comply with all routine maintenance requirements, as well as DBR regulations.

Managers' Covenants, Warranties and acknowledgements to Green Wave.

(a) Manager covenants to comply with all Green Wave CC policies, procedures, and manuals;

(b) When applicable, Manager will be covenants to provide a manifest with passing laboratory results prior to scheduling any deliveries;

(c) Manager covenants that all material deliveries will be made to the Secured Entrance located at the rear of the building;

(d) Manager covenants to provide services that meet all State and Department of Business Regulation requirements according to but not limited to pesticide applications, sanitation, laboratory testing standards, along with all schedules and standards required for quality assurance;

(e) Manager covenants that all of its personnel will be knowledgeable in O.S.H.A. safety practices and will comply with all applicable regulations;

(f) Manager agrees and acknowledges that it is responsible for the safety of its employees and will be responsible for all violations caused by them;

(g) Manager is agrees and acknowledges that it is responsible to have delivery personnel capable of communicating clearly with the appropriate Green Wave CC Managers / Representatives;

(h) Manager acknowledges and agrees that it is its responsibility to clean all trash and debris generated from such delivery per this agreement and legally dispose of it upon completion of delivery;

(i) Manager will certify scales and other measurement or weighing devices according to regulations.

(j) Manager covenants that it will be responsible for providing weekly updates on upcoming harvest schedules so that inventory management can prepare for patient's requests;

(k) Manager will utilize and is well-trained and versed on seed to sale / medical marijuana tracking program and allow Green Wave CC staff view only access for inventory management purposes.

(l) Manager covenants that all agents will be HIPAA certified and be required to follow all COVID-19 protocols;

(m) Manager covenants to provide services that meet all State and Department of Business Regulation requirements according to but not limited to employment and employee, agent, volunteer, or additional staff policies;

(n) Manager covenants to conform its practices to all security requirements that are listed throughout the Green Wave CC policies and procedures an further covenants that all staffing will ensure all security measures are met and agrees to work with the Green Wave CC Compliance Officer's at all times as it relates to all facility matters. Security staff hours, roles and responsibilities will remain the same as detailed in the Green Wave CC policies and procedures;

(o) Manager covenants that all staff will be required to follow HIPAA protocols, along with all of the Green Wave CC policies and procedures for verifying medical marijuana cards, taking new or out of state patients along with providing welcome kits to all new patients and

(p) Manager agrees to be compliant with all policies and procedures listed within the Green Wave CC manuals to include but not limited to medical marijuana

tracking software, measures to ensure safe and accurate record keeping, cyber security, and all other DBR regulations.

(q) Manager shall have access operating accounts and checking accounts in the name of Green Wave and to maintain the right to execute checks as approved by Green Wave CC and the Regulations.

Section 1.08 Scope of Authority; Cooperation: Without limiting the generality of the foregoing Management Services, Consulting Services and Research and Development Services, Procurement Services, Property Management Services and Security Services, Manager shall be permitted to carry out the performance of the Management Services using commercially reasonable methods in the name of Green Wave.

ARTICLE II
MANAGEMENT, CONSULTING, RESEARCH AND DEVELOPMENT FEES

Section 2.01 Management Fee. During the Term, as consideration for the Management Services, Green Wave shall pay Manager a management fee ("**Management Fee**") in the amount described in **Schedule A hereto.**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.02 Consulting Fee. During the Term, as consideration for the Consulting Services, Green Wave shall pay Manager a consulting fee ("**Consulting Fee**") in the amount described in **Schedule B hereto**.. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.03 Research and Development Fee. During the Term, as consideration for the Research and Development Services, Green Wave shall pay Manager a research and development fee ("**Research and Development Fee**") in the amount described in **Schedule C hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.04 Procurement Services Fee. During the Term, as consideration for the Procurement Services, Green Wave shall pay Manager a procurement services fee ("**Procurement Services Fee**") in the amount described in **Schedule D hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.05 Property Management Service Fee. During any Terms and following DBR approval, as consideration for the Property Management Services, Green Wave shall pay Manager a property management fee ("**Property Management Services Fee**") in the amount described in **Schedule E hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.06 Cultivation Service Fee. During the Term, as consideration for the Cultivation Services, Green Wave shall pay Manager a property management fee ("**Cultivation Services Fee**") in the amount described in **Schedule F hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.07 Security Service Fee. During the Term, as consideration for the Security Services, Green Wave shall pay Manager a security service fee ("**Security Services Fee**") in the amount described in **Schedule G hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.08 Reimbursement of Expenses. Manager shall be reimbursed for expenses for purchases or services provided by third party unaffiliated vendors. Said demand for payment shall be delivered with copies of original invoices from manufacturer or vendor and proof of payment. Manager shall be reimbursed for purchases or services provided by affiliates of Manager. Demand for payment shall be shall be delivered with copies of original invoices from manufacturer or vendor and proof of payment.

Section 2.09 Intellectual Property. Except as otherwise noted herein, all work or deliverables, including any and inventions, improvements, materials, documentation, techniques, methods and processes, which are created, made, prepared or developed by Manager in connection with the performance of the Management Services, Consulting Services and/or Research and Development Services, including and all intellectual property rights related thereto, will be the property of Manager ("**Post-Agreement Manager Intellectual Property**").

Section 2.10 Books and Records. Manager shall maintain and keep on behalf of Green Wave books and records consistent with GAAP and the requirements of DBRMMP, as well as the Rhode Island Division of Taxation and any and all rules and regulations relative to maintain Green Wave's non-profit status. Manager shall deliver to Green Wave's Treasurer, all books, and records, which shall be deemed necessary so as to permit to prepare quarterly financial reports for the benefit of the parties.

ARTICLE III
TERM AND TERMINATION

Section 3.01

Term. The initial term of this Agreement shall commence on Effective Date and continue for a period of five (5) year(s) and shall automatically extend for an additional five (5) year term unless terminated by agreement of the parties.

Section 3.02

Termination. This Agreement may be terminated by: (a) the mutual written agreement of the Parties; or (b) by Green Wave with written notice to Manager, which notice must contain a provision containing a right to cure any default for a period of forty five (45) days from notice, stipulating the intended date of termination, upon the occurrence of any one of the following events: (i) the failure of manager to make payments required pursuant to the terms and conditions of the Sales Agreement ("Agreement"); (ii) the failure to deliver to the Green Wave Treasurer the required financial information in a timely manner; (iii) the failure to pay tax payments required to be paid by Green Wave for the operation of the business. At that time, Green Wave shall have the right to declare a default of this Agreement.

Section 3.03

Obligation to Defend. In the event that legal action is instituted by the United States

of America, the state of Rhode Island, or any agencies of the State of Rhode Island, contesting the right to grow, sell, manufacture, process medical marijuana, Green Wave and Manager will cooperate in defending any action, and appealing any Judgment, until all rights of appeal have expired.

ARTICLE IV
NO OWNERSHIP; NO CHANGE OF CONTROL

Section 4.01 No Manager Ownership or Change of Control. In complete compliance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, the DBRMMP and any and all rules and regulations promulgated thereunder nothing contained herein shall be construed to be an actual, effective, or deemed grant of ownership or any other beneficial interest in, or change control over, the Proposed License to the Manager. Regardless of any other provision of this Agreement, nothing herein shall be deemed or construed as a transfer, assignment, sale, or conveyance of the Proposed License to Manager or any of the Manager's successors, affiliates, agents, volunteers, employees, owners or contractors.

Section 4.02 Medical Marijuana and/or Cannabis Products. The Parties acknowledge and agree that all marijuana or cannabis and marijuana or cannabis products grown, cultivated, processed, possessed, packaged or offered for sale by the Manager at the Business, shall remain the sole and exclusive property of Green Wave, as the sole and exclusive holder of the Proposed License. Nothing herein shall serve be interpreted to restrict or limit this claim to ownership.

Section 4.01

Independent Contractor Status. The relationship of Manager to Green Wave is that of an independent contractor and none of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties, and it is understood and agreed that Manager is at all times acting and performing the Management Services pursuant to this Agreement as an independent contractor and not as an employee of Green Wave, and for all purposes, including federal and state tax purposes, Manager will not be treated as an employee with respect to the rendering of the Management Services, Consulting Services and/or Research and Development Services. As such, Green Wave shall not withhold taxes with respect to Manager's Compensation hereunder. Green Wave shall not control or direct the manner or methods by which Manager performs the Management Services set forth in this Agreement; provided, however, Manager shall be responsible for performing the Management Services in a manner so as, at all times, to ensure that the contemplated Management Services are completed and performed in a competent, efficient and satisfactory manner, and in accordance with all applicable laws and regulations in all material respects.

Section 4.02

No Methods. The Parties expressly agree that Green Wave has not established the specific methods of how Manager should perform the Management Services pursuant to this Agreement. Green Wave is relying on Manager's knowledge, experience and expertise as

an expert in the management and operation of medical marijuana and/or cannabis facilities. Further, the Parties agree that Green Wave has not provided Manager with training with respect to the Management Services, Consulting Services and/or Research and Development Services which Manager shall render on behalf of Green Wave, pursuant to this Agreement.

ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 5.01 Budget. Manager will supply an annual budget of sales and expenses for Green Wave and also provide updates om a monthly basis.

Section 5.02 Representations, Warranties and Covenants of Manager. Manager hereby represents, warrants, and covenants that: (i) it is a corporation which was duly incorporated and organized, and is validly existing under the laws of Rhode Island and qualified to conduct business in the State of Rhode Island; (ii) it is duly qualified to carry out its business, and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities makes such qualifications necessary, except where failure to be duly qualified or in good standing, would not have a material adverse effect on its business or operations and of its ability to fulfill its duties, responsibilities or obligations hereunder; (iii) it has the full right, power, and authority, and has taken all company action necessary, to enter into this Agreement and be bound by the terms of this Agreement without the consent of any other person or entity; (iv) the execution and delivery of this Agreement and the performance by it of its obligations pursuant to this Agreement do not and will not constitute a breach of or a default under any other agreement or obligation applicable to Manager; (v) upon execution and delivery of this Agreement, this Agreement will constitute the valid and binding obligation of Manager, its agents, officers, affiliates, successors and assigns; and (vi) it shall cause all Management Services to be delivered to or on behalf of Green Wave hereunder with properly trained and credentialed personnel, in a good and workmanlike manner, and in accordance with this Agreement and all applicable Laws.

ARTICLE VI
INDEMNIFICATION

Section 6.01 Indemnity Obligations. The Manager shall, to the fullest extent permitted by all applicable Laws, indemnify, defend and hold harmless Green Wave, its affiliates, members, officers, managers, employees and agents ("**Green Wave Indemnified Persons**") from and against any and all Losses which a Green Wave Indemnified Person may suffer, incur or pay arising out of or resulting from: (i) any breach by the Manager of any of its covenants or obligations set forth in this Agreement; and/or (ii) any inaccuracy in or breach by the Manager of any of the representations or warranties of the Manager set forth in this Agreement. Green Wave shall, to the fullest extent permitted by applicable

Law, indemnify, defend and hold harmless Manager and its affiliates and respective officers, members, directors, employees and agents ("**Manager Indemnified Persons**") from and against any and all Losses which a Manager Indemnified Person may suffer, incur or pay arising out of or resulting from: any breach by Green Wave of any of the representations, warranties and covenants of this Agreement.

Section 6.02 Indemnification Claim Process. If any action, suit, claim, proceeding or investigation is begun, made or instituted as a result of which the Party entitled to provide indemnification hereunder ("**Indemnitor**") may become obligated to an individual or entity entitled to indemnification pursuant to Section 6.01 ("**Indemnitee**"), Indemnitee shall give written notice to the Indemnitor within five (5) business days of its receipt of notice of such action, suit, claim, proceeding or investigation specifying in reasonable detail the facts upon which the claimed right to indemnification is based; provided, that the failure to timely give such notice shall not relieve the Indemnitor of its indemnification obligations hereunder except to the extent that such failure has a material prejudicial effect on the Indemnitor with such action, suit, claim, proceeding or investigation. The Indemnitor shall assume the defense of such action, suit, claim, proceeding or investigation; and the Indemnitee shall have the right (but not the obligation) to participate at their own expense by counsel of it choice in such defense but shall, at the cost of the Indemnitor, cooperate with and assist the Indemnitor to the extent reasonably possible; provided, that if (i) the Indemnitor and the Indemnitee are both named Parties to an action, suit, claim, proceeding or investigation and the Indemnitee shall have reasonably concluded that representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them or (ii) the Indemnitor is not entitled to a legal defense or counterclaim available to the Indemnitee, then the Indemnitor shall be liable for the reasonable fees and expenses of one outside counsel to the Indemnitee in each jurisdiction for which the Indemnitee reasonably determines counsel is required.

Section 6.03 Limitation on Settling Claims. The Indemnitor shall not, without the prior written consent of the Indemnitee, settle, compromise or offer to settle or compromise any action, suit, claim, proceeding or investigation on a basis that would result in: (i) injunctive or other nonmonetary relief against the Indemnitee or any affiliate of the Indemnitee, including, without limitation, the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnitee or any affiliate of the Indemnitee, (ii) a finding or admission of a violation of applicable law or violation of the rights of any individual or entity by the Indemnitee or any affiliate of the Indemnitee or (iii) any monetary liability of the Indemnitee or any affiliate of the Indemnitee that will not be promptly paid or reimbursed by the Indemnitor. An Indemnitee shall not, without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, conditioned or delayed, settle, compromise or offer to settle or compromise any action, suit, claim, proceeding or investigation for which indemnification has been, or will be, sought against the Indemnitor pursuant to Section 6.01.

ARTICLE VII
CONFIDENTIAL INFORMATION

Section 7.01 Confidential Information Defined. Neither Party shall disclose or use non-public, confidential or proprietary information ("**Confidential Information**") of the other Party except in connection with the performance of its obligations under this Agreement. The Parties agree that, except as otherwise provided herein and subject to the license granted pursuant to Section 2.02, Manager Intellectual Property shall constitute the Intellectual Property of Manager. In addition, each Party agrees to use reasonable care, but in no event less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized disclosure and/or use of the Confidential Information of the other Party. For purposes of this Article VII, Green Wave and Manager shall include each entity individually, together with their respective employees and agents, as well as each of their respective affiliates, and their affiliates' respective employees and agents.

Section 7.02 Exceptions. per 2.02 shall not, however, apply to any information of a Party ("**Disclosing Party**") that (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party ("**Receiving Party**"); (ii) was within the Receiving Party's possession prior to its being furnished to the Receiving Party by the Disclosing Party; or (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; provided, that with respect to clauses (ii) and (iii) above, the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other individual or entity with respect to such information. A Receiving Party may disclose Confidential Information of the Disclosing Party to those third parties who have a need to know such information for the purpose of assisting the Receiving Party in performing its obligations under this Agreement if, and only if, the Receiving Party: (i) instructs any such third party that the Confidential Information of the Disclosing Party is confidential and proprietary and is to be held in strict confidence pursuant to the terms of this Article VII and (ii) prior to disclosing any such Confidential Information, provides a copy of this Article VII to each such third party and obtains each such third Party's agreement to comply with and be bound by the terms of this Article VII as if it were a Party (including, without limitation, as a "**Receiving Party**" hereunder). If a Receiving Party is compelled by deposition, interrogatory, subpoena, civil investigative demand or similar process, or upon demand of any governmental authority with jurisdiction over it or as otherwise required by applicable law ("**Disclosure Demand**") to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice of each such Disclosure Demand so that the Disclosing Party may (at its expense) seek an appropriate protective order or other appropriate remedy and/or grant a limited waiver of the Receiving Party's compliance with the confidentiality and non-disclosure provisions of this Article VII. In addition, if requested by the Disclosing Party, the Receiving Party shall assist the Disclosing Party at

the Disclosing Party's expense in obtaining a protective order and taking other legally available steps to resist or narrow any such Disclosure Demand. If such protective order or other remedy is not obtained promptly, the Receiving Party may furnish that portion (and only that portion) of such Confidential Information which, in the written opinion of the Receiving Party's counsel, the Receiving Party is legally required to disclose and will otherwise exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any such Confidential Information.

Section 7.03 Obligations After Agreement. Upon the termination or expiration of this Agreement, each Party will promptly return to the other Party all Confidential Information of such Party; provided, that the Receiving Party shall be entitled to keep a copy of such information, subject to its ongoing obligations under this Paragraph 6, to the extent required under applicable Law, as necessary to comply with its obligations under this Agreement, legal record-keeping requirements or in connection with any action, suit, claim, proceeding or investigation related to this Agreement. That portion of the Confidential Information of the Disclosing Party that may be found in analyses, compilations, studies or other documents prepared by the Receiving Party will be held by the Receiving Party and kept subject to the terms of this Article VII.

Section 7.04 Remedies for Breach. In the event of breach of this Article VII, the breaching Party agrees to pay the non-breaching Party any and all Losses incurred by the non-breaching Party as a result of the breach. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Article VII and that the non-breaching Party shall be entitled to petition a court of competent jurisdiction for specific performance and injunctive and other equitable relief for any such breach, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Paragraph 6 but shall be in addition to all other remedies at law or in equity to either Party.

Section 7.05 Disclosure to Rhode Island Department of Business/DBRMMP.. A copy of this Agreement shall be submitted to the DBRMMP, and such terms shall therefore NOT be considered Confidential Information. If the DBRMMP requests changes to this Agreement as required by any of the Laws, the Parties shall collaborate in good faith and with due diligence to address any such request in accordance with all applicable Laws.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01 Notices. Any and all written notices as required herein shall be deemed properly given upon the earlier of (i) three (3) days after deposit with the United States Postal Service if sent by registered or certified mail, return receipt requested, postage prepaid, (ii) tender if delivered by hand, to the addresses set forth below, (iii) receipt or (iv)

one (1) day after the delivery to a recognized overnight delivery service: If to Manager: Attn: Current President and Vice President, If to Green Wave: Attn: President and Vice President.

Section 8.02 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Green Wave, its successors and assigns, on the one part and Manager, its successors and assigns, on the other part, it being understood, however, that the Parties may expressly agree to any such relationship by a separate written agreement.

Section 8.03 Modification and Changes. This Agreement cannot be changed or modified except by another agreement in writing signed by the Party sought to be charged therewith, or by its duly authorized agent.

Section 8.04 Partial Invalidity/Severability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement, or without invalidating or affecting the provisions of this Agreement within the states or localities where not prohibited or otherwise invalidated by law or by court decree. Further, if any provision of this Agreement shall be held unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

Section 8.05 Public Announcements. Unless otherwise required by applicable law, no Party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed).

Section 8.06 Further Assurances. Following the execution of this Agreement, each Party shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 8.07 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.08 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of

this Agreement and the documents to be delivered hereunder, and the Exhibits, the statements in the body of this Agreement shall control.

Section 8.09 No Third-party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.10 Waiver. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction).

Section 8.12 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the Rhode Island Superior Court, Providence County, Rhode Island,, and in no other venue, and each Party irrevocably submits to the exclusive jurisdiction of this court in any such suit, action or proceeding.

Section 8.13 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Schedule A - Management Fee

[redacted]

Schedule B - Consulting Fee

[redacted]

Schedule C – Research & Devolpment Fee

[redacted]

Schedule D - Procurement Services Fee

[redacted]

Schedule E – Property Management Service Fee

[redacted]

Schedule F – Cultivation Service Fee

[redacted]

Schedule G - Security Service Fee

[redacted]

CONSENT OF THE STOCKHOLDER
OF

South County Cultivators, Inc.

The undersigned, being the Stockholders of SOUTH COUNTY CULTIVATORS, INC., do hereby (a) pursuant to Section 7-1.1-30.2 of the Rhode Island Business Corporation Act, waive any required notice of a Stockholder's meeting, and (b) pursuant to Section 7-1.1-30.3 of said Act, consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. That the actions of the Incorporator(s) set forth in the Consent of Incorporator dated the 9th day of December, 2020 be, and they hereby are, ratified, approved and confirmed to be effective at such time as the Rhode Island Department of Business Regulation Medical Marijuana Program awards to Green Wave CC, INC., a Rhode Island Non-Profit Corporation, a Compassion Center License, pursuant to The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act. Shall that event not come to pass, said By-laws will have never become operable and will otherwise continue to be null and void.

2. That the Corporation and its Stockholder(s) elect that the Corporation be a "close corporation" pursuant to the provisions of Section 7-1.1-51 of the Rhode Island Business Corporation Act, as amended, and its Stockholder(s) specifically approve the privileges afforded the Corporation under the provisions of said Section 7-1.1-51 of said Act.

3. That the fiscal year of the Corporation shall end on December 31 of each year.

Christopher Sands

Richard Comolli

Gregory Roebuck

Raymond Lamont

Marc Gertsacov

Christopher Spagnole

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Appoint Christopher Sands to serve as the Green Wave CC, Inc.'s President.
2. Appoint Gregory Roebuck to serve as the Green Wave CC, Inc.'s Vice President.
3. Appoint Susan Gertsacov to serve as the Green Wave CC, Inc.'s Treasurer and Secretary.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III D.O.

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Subject to the award of a Rhode Island Medical Marijuana Compassion Center License to Green Wave CC, Inc., a Non-Profit Corporation, organized under the laws of the State of Rhode Island, and the Rhode Island Department of Business Regulation's approval of the merger of the Rhode Island Medical Marijuana Cultivator Licensee therewith, the Corporation enters into the Agreement, attached hereto as **Exhibit A**, with South County Cultivators, Inc., wherein South County Cultivators shall serve as a management and consultant company to Green Wave CC, Inc., as more specifically described therein.

2. It is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Christopher Sands and Richard Comolli are Stockholders of South County Cultivators, Inc. and Corporate Officers of South County Cultivators, Inc., and that such interests and relationships are known to the Board of Directors and Green Wave CC, Inc., as South County Cultivators, Inc. has provided to Green Wave CC, Inc., as well as its Directors, South County Cultivator, Inc.'s By-Laws; issued Capital Stock Certificates and any and all other business records within South County Cultivator, Inc.'s possession, custody and control. In addition, it is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Marc Gertsacov, the spouse of Green Wave CC, Inc.'s Treasurer and Secretary, Susan

Gertsacov, is a Stockholder of South County Cultivators, Inc., and that such interests and relationships are known to the Corporation and its Stockholders.

3. It is further expressly acknowledged by the Directors and the Corporation that the Agreement, **Exhibit A**, is commercially fair and reasonable based upon due diligence and market research performed by the Directors prior to the Consent contained herein.

4. Green Wave CC, Inc., is authorized and approved to enter into **Exhibit A** with South County Cultivators, Inc.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III

Schedules A-G

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Witness:

GREEN WAVE CC, INC.

By: _____
Name: Christopher O. Sanos
Title: President

Witness:

SOUTH COUNTY CULTIVATORS, INC.

By: _____
Name: Richard Comolli
Title: President

CONSENT OF THE STOCKHOLDER
OF

South County Cultivators, Inc.

BY-LAWS

OF

SOUTH COUNTY CULTIVATORS, INC.

South County Cultivators, Inc., its Officers and Stockholders, the undersigned hereto, acknowledge and agree that these By-Laws shall have no force and effect until such time as the Rhode Island Department of Business Regulation Medical Marijuana Program awards to Green Wave CC, INC., a Rhode Island Non-Profit Corporation, a Compassion Center License, pursuant to The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act. Shall that event not come to pass, these By-Laws will have never become operable and will otherwise continue to be null and void.

ARTICLE I
IDENTIFICATION

Section 1. NAME. The name of the Corporation is South County Cultivators, Inc.

Section 2. REGISTERED OFFICE AND REGISTERED AGENT. The name of the Registered Agent of the Corporation and the address of the registered office of the Corporation is as follows:

[redacted]

The Corporation may change its registered office or Registered Agent or both upon filing in the Office of the Secretary of State of the State of Rhode Island as statement as prescribed by Section 7-1.1-12 of the Rhode Island Business Corporation Act.

Section 3. SEAL. The corporate seal shall be inscribed thereon the name of the Corporation, the year of its organization and the words "Rhode Island".

Section 4. FISCAL YEAR. The fiscal year of the Corporation shall be determined by and shall be subject to change by the Stockholders.

Section 5. CLOSE CORPORATION. The Corporation is a Close Corporation pursuant to the authority contained in Section 7-1.1-51 of the Rhode Island Business Corporation Act, as amended, and the Stockholders shall have all the powers normally vested in the Board of Directors.

Section 6. CONSENT. "Consent" as utilized in these By-Laws shall mean the approval of at least seventy-five (75) percent of the issued voting shares.

ARTICLE II
CAPITAL STOCK

Section 1. CONSIDERATION FOR SHARES. The Capital Stock may be issued initially for such consideration, expressed in dollars, as shall be fixed by the Incorporator(s) and thereafter as shall be fixed from time to time by the Stockholders. Treasury Shares may be disposed of by the Corporation for such consideration expressed in dollars as may be fixed from time to time by the Stockholders.

Section 2. PAYMENT FOR SHARES. The consideration for the issuance of shares may be paid, in whole or in part, in money, in other property, tangible or intangible, or in labor or services actually performed for the Corporation. When payment of the consideration for which shares are to be issued shall have been received by the Corporation, such shares shall be deemed to be fully paid and non-assessable. In the absence of fraud in the transaction, the judgment of the Stockholders of the consideration received for shares shall be conclusive. No certificate shall be issued for any share until the share is fully paid.

Section 3. CERTIFICATES REPRESENTING SHARES. The certificates of stock of the Corporation shall be numbered and entered in the books of the Corporation as they are issued. They shall exhibit the holder's name, certify the number of shares owned by him in the Corporation, bear the seal of the Corporation, and be signed by President and Secretary.

Section 4. TRANSFER OF STOCK. The Corporation shall register a transfer of stock certificate presented to it for transfer if:

(a) Endorsement. - The certificate is properly endorsed by the registered holder or by his duly authorized attorney.

(b) Witnessing. - The endorsement or endorsements are witnessed by one witness unless this requirement is waived by the Secretary of the Corporation.

(c) Adverse Claims. - The Corporation has no notice of any adverse claims or has discharged any duty to inquire into any such claims.

(d) Collection of Taxes. - There has been compliance with any applicable law relating to the collection of taxes.

(e) Restriction on Transfer. - The transfer is made in compliance with any provisions restricting transfer of the stock of the Corporation as may be contained in the Articles of Incorporation and/or the By-laws of the Corporation, or which may be placed upon the stock of the Corporation by the Stockholders.

Section 5. LOST CERTIFICATE. The Stockholders may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of any affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorized such issue of a new certificate or certificates, the Stockholders may, in their discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates or his or her legal representative to advertise the same in such manner as they shall require and/or give the Corporation a bond in such sum as they may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate or certificates alleged to have been lost or destroyed.

Section 6. FIXING RECORD DATE. In order that the corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Stockholders may fix, in advance, a record date which shall not be more than fifty (50) days, nor less than ten (10) days before the date of such meeting, nor more than fifty (50) days prior to any other action. A determination of Stockholders of record entitled

to notice of or to vote at a meeting of Stockholders shall apply to any adjournment of the meeting; provided, however, that the Stockholders may fix a new record date for the adjourned meeting.

If the stock transfer books are not closed and no record date is fixed for the determination of Stockholders entitled to notice or to vote at a meeting of Stockholders, or Stockholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Stockholders declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Stockholders. When a determination of Stockholders entitled to vote at any meeting of Stockholders has been made as provided in this Section, such determination shall apply to any adjournment thereof. The record date for determining Stockholders entitled to express consent in writing without a meeting, when no notice of meeting is mailed, shall be the day on which the first written consent is expressed.

Section 7. REGISTERED STOCKHOLDERS. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, firm or corporation, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Rhode Island.

Section 8. DIVIDENDS. Dividends upon the capital stock of the Corporation, may be declared by the Stockholders at any annual or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend or making

any distribution of profits, there may be set aside out of any funds of the Corporation available for dividends, such sum or sums as the Stockholders from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Stockholders shall think conducive to the interests of the Corporation, and the Stockholders may modify or abolish any such reserve in the manner in which it was created.

ARTICLE III
MEETING OF STOCKHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of the Stockholders of the Corporation shall be held at the registered office of the Corporation or at such other place either within or without the State of Rhode Island as shall be specified in the notice of said meeting. A waiver of notice signed by all the Stockholders entitled to vote at the meeting may designate any place for the holding of such meeting.

Section 2. ANNUAL MEETING. The annual meeting of the Stockholders shall be held on the first Tuesday in each year, if this day is not a legal holiday, and if a holiday, then on the next succeeding business day. Failure to hold the annual meeting at the designated time shall not constitute a forfeiture or dissolution of the Corporation.

Section 3. SPECIAL MEETINGS. Special meetings of the Stockholders may be called by the President, or the holders of not less than one-tenth of all the share entitled to vote at the meeting.

Section 4. NOTICE OF MEETINGS - WAIVER. Written notice stating the date, place and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) days, nor more than thirty (30) days

before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each registered holder entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the registered holder at his address as it appears on the stock transfer books of the Corporation. Waiver by a Stockholder in writing of notice of a Stockholders' meeting, signed by him, whether before or after the time of the meeting, shall be equivalent to the giving of such notice. Attendance by a Stockholder, without objection to the notice, whether in person or by proxy, at a Stockholders' meeting shall constitute a waiver of notice of the meeting.

Section 5. QUORUM. A seventy-five (75) percent of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Stockholders. If less than seventy-five (75) percent of the outstanding shares are represented at a meeting, the meeting must be adjourned without further action and re-scheduled.

Section 6. PROXIES. A Stockholder may vote either in person or by proxy executed in writing by the Stockholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. ACTION WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of the Stockholders of the Corporation, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Stockholders entitled to vote with respect to the subject matter thereof. This consent shall have the same effect as a unanimous vote of Stockholders taken at a meeting thereof.

Except as otherwise provided by statute, any action required or permitted to be taken at a meeting of the Stockholders may be taken without a meeting upon the written consent of less than all the Stockholders entitled to vote thereon if the Stockholders who so consent would be entitled to case at least the minimum number of votes which would be required to take such action at a meeting at which all Stockholders entitled to vote thereon are present. Prompt notice of such action shall be given to all Stockholders who would have been entitled to vote upon the action is such meeting were held.

Section 8. VOTING. Each Stockholder having the right to vote shall have one (1) vote for each share of stock having voting power, registered in his name on the books of the Corporation. Upon the demand of any Stockholder, the vote upon any question before any meeting of the Stockholders, shall be by ballot.

ARTICLE IV
OFFICERS

Section 1. OFFICERS. The principal officer shall consist of the President, one or more Vice Presidents, a Secretary and a Treasurer / Secretary, and the subordinate officers shall consist of such other officers and assistant officers and agents as may be deemed necessary and elected or appointed by the Stockholders, or chosen in such other manner as may be prescribed by these By-laws. Any officer may hold more than one (1) office and no officer need be a Stockholder of the Corporation.

Section 2. ELECTION, TERM OR OFFICE AND QUALIFICATIONS: Unless elected at the first meeting of the Incorporator(s), the officers of the Corporation shall be elected by the Stockholders at their first meeting, and thereafter at each annual meeting of the Stockholders.

The subordinate officers not elected or appointed by the Stockholders shall be appointed by the President or any other principal officer to whom the President shall delegate the authority. Each officer shall hold office until his successor is chosen and qualified, his death, his resignation, or his removal, whichever event shall first occur. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 3. REMOVAL. Any officer or agent may be removed by the Stockholders whenever in their judgment the best interests of the Corporation will be served by so doing. Any officer or agent may also be removed by the President, or by any other principal officer having the authority to choose or appoint such officer or agent with or without cause. Any removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. RESIGNATIONS. Any officer or agent may resign at any time by giving written notice to the Stockholders or to the President or Secretary. The resignation shall take effect at the time specified in the notice, and unless otherwise specified in it, the acceptance of the resignation shall not be necessary to make it effective.

Section 5. VACANCIES. Any vacancy in any office because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these By-laws for election or appointment to the office.

Section 6. THE PRESIDENT. The President shall have active executive management of the operations of the Corporation, subject, however, to the control of the Stockholders. He shall, in general, perform all duties incident to the office of President and such other duties as may be

assigned to him by the Stockholders. The President shall include, but not limited to, the following rights and powers as it relates to conducting Corporation Business:

(i) to carry out the purpose of the Corporation;

(ii) to employ and dismiss from employment employees, agents, attorneys, accountants, consultants, custodians of the assets of the Corporation, transfer agents and servicing agents;

(iii) to protect and preserve the title and interest of the Corporation with respect to the assets at any time owned or acquired by the Company;

(iv) to collect all amounts due to the Corporation, and otherwise to enforce all rights of the Company through such means as it shall determine to be appropriate;

(v) to establish and maintain one or more bank accounts for the Corporation;

(vi) to execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient to the management of the Corporation and its assets;

(vii) to borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purpose of the Corporation;

(viii) to the extent that funds of the Corporation are available, to pay all debts, expenses and obligations of the Corporation;

(ix) to the extent that funds and other assets of the Corporation are available, to make periodic distributions to the Stockholders in accordance with the provisions of these By-Laws;

(x) to establish and maintain the books and records of the Corporation in accordance with these By-Laws;

(xi) to establish and maintain a Capital Account for each Member in accordance with these By-Laws;

(xii) to allocate Profit and Loss and other items in accordance with the terms of these By-Laws; or

(xiii) to make tax elections on behalf of the Corporation pursuant to and in accordance with these By-Laws;

B. The following decisions and actions shall not be made or taken by the Corporation or the President on behalf of the Corporation without consent of the Stockholders:

(i) The sale, exchange, lease, mortgage, pledge, or other transfer of or granting of a security interest in any asset or assets of the Corporation;

(ii) The dissolution and winding up of the Corporation or an election to continue the Corporation or an election to continue the business of a Corporation;

(iii) The incurrence, renewal, refinancing, or repayment or other discharge of indebtedness by the Corporation;

(iv) A change in the nature of the business of the Corporation;

(v) The admission, removal, or retention of a manager, department head and/or other supervisory position;

(vi) An amendment to the By-Laws or Articles of Incorporation;

(vii) Exercising any right or power permitted to the Vice President, Treasurer, Secretary or Stock Holder under these By-Laws;

(viii) The admission, removal, or retention of a Stockholder in accordance with these By-Laws;

(ix) A transaction or other matter involving an actual or potential conflict of interest with the President;

(x) The merger or consolidation of the Corporation;

(xi) The acquisition of another entity;

(xii) Establishing the budget for the Corporation (the "**Budget**") and providing any material amendments thereto;

(xiii) Any act that would subject the Stockholders to liability in any jurisdiction;

(xv) knowingly perform any act that would create or increase any liability for the Vice President, Treasurer, Secretary or Stockholder to third parties for any debts, obligations or liabilities of the Company.

(xvi) Other than as specifically set forth in these By-Laws, the indemnification of any member or any other person; or

(xvii) Do any act in contravention of these By-Laws.

Section 7. THE VICE-PRESIDENT. Each Vice-President shall have such powers and perform such duties as the Stockholders may prescribe or as the President may delegate to him. At the request of the President, any Vice-President may, in the case of the President's absence or inability to act, temporarily act in his place. In the case of the death of the President, or in the case of his absence or inability to act without having designated a Vice-President to act temporarily in his place, the Vice-President or Vice-Presidents to perform the duties of the President shall be designated by the Stockholders.

Section 8. THE SECRETARY. The Secretary shall keep or cause to be kept in books provided for that purpose, the minutes of the meetings of the Stockholders; shall see that all notices are duly given in accordance with the provision of these By-laws and as required by law; shall be custodian of the records and of the seal of the Corporation and shall see that the seal is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized; and, in general, shall perform all duties as may be assigned to him by the Stockholders or by the President.

Section 9. THE TREASURER. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. He shall be the legal custodian of all moneys, notes, securities and other valuables that may from time to time come into the possession of the Corporation. He shall immediately deposit all funds of the Corporation coming into his hands in some reliable bank or other depository to be designated by the Stockholders and shall keep this bank account in the name of the Corporation. He shall furnish at meetings of the Stockholders, or whenever requested, a statement of the financial condition of the Corporation and shall perform such other duties as these By-laws may provide

or the Stockholders may prescribe. The Treasurer may be required to furnish bond in such amount as shall be determined by the Stockholders.

ARTICLE V
EXECUTION OF PAPERS

Section 1. CONTRACTS, ETC. Unless in a particular case the Stockholders shall otherwise authorize, order or provide, all contracts, mortgages, leases, deeds, transfers, and other conveyances of the real or personal property of the Corporation; all loans, bonds or other securities, licenses, returns, reports, applications, and all other instruments or writings of any nature, shall be signed, executed, acknowledged and delivered, as required by law, for and on behalf of the Corporation, by the any two (2) corporate officers.

Section 2. NEGOTIABLE INSTRUMENTS, ETC. Unless in a particular case the Stockholders shall otherwise authorize, order or provide, all checks, drafts, bills of exchange, acceptances, orders or other obligations of the Corporation for the payment of money, shall be signed, for and on behalf of the Corporation by any officer.

ARTICLE VI
INDEMNIFICATION

Section 1. INDEMNIFICATION. The Corporation shall indemnify any and all of its officers, or Stockholders acting in the capacity of Directors or officers, or Stockholders purporting in good faith to act on behalf of the Corporation against expenses actually and necessarily incurred by them or any of them in connection with the defense or settlement of any action, suit or proceeding brought or threatened in which they, or any of them, are or might be parties, or a party, by reason of being or having been an officer

or a Stockholders acting in the capacity of a director or officers, or Stockholder purporting in good faith to act on behalf of the Corporation, except in relation to matters as to which any such officer or Stockholder acting in the capacity of a director or officer, or Stockholder purporting in good faith to act on behalf of the Corporation shall be adjudged in such action, suit or proceeding to be liable for bad faith or misconduct in the performance of duty. Such indemnification shall not be exclusive of any other rights to which those indemnified may be entitled by any other By-law, agreement, vote of Stockholders, Section 7-1.1-4.1 of the Rhode Island Business Corporation Act, or otherwise.

ARTICLE VII
AMENDMENTS

Section 1. STOCKHOLDERS' POWERS. The Stockholders, at any regular or special meeting, the notice of which contains a statement of the proposed alteration, may alter, amend or repeal these or any subsequent By-laws or adopt new By-laws by an affirmative vote of a super majority of the stock issued and outstanding and entitled to vote.

ARTICLE VII
TRANSFER RESTRICTIONS

Section 1. TRANSFER BY CONSENT - OPTION IN CORPORATION. Stockholders shall not sell, assign, transfer, convey, pledge, encumber or in any manner dispose of any or all of their shares of stock in the Corporation, now owned or hereafter acquired by them, without the written consent of the Stockholders. The purchase price and the payment of the purchase price shall be as provided in Section 5 and 6 of this Article VII.

Section 2. OPTION IN STOCKHOLDERS. If all of the shares of the offering Stock holder are not purchased by the Corporation in accordance with the provisions of these By-Laws, then the shares not so purchased shall be offered for sale and shall be subject to an option to purchase on the part of the other Stockholders, in proportion to their holdings of the Corporation's outstanding stock, which option shall be exercised, if at all, at the time of the meeting of Stockholders called pursuant to the provisions of these By-Laws. In the event any Stockholder does not elect to purchase his proportionate share, then in that event, the remaining stockholder may purchase that Stockholders' proportionate share. The purchase price and the payment of the purchase price shall be as provided in Sections 4 and 5 of this Article VII.

Section 3. DEATH OF STOCKHOLDER .

A. Upon the death of a Stockholder, the Stockholder's shares except for the transfer by a Shareholder pursuant to state planning, of Capital Stock shall pass to the Estate of the deceased, their heirs, executors, and assigns.

Section 4. PURCHASE PRICE. The purchase of each share of the capital stock of this Corporation to be purchased pursuant to the provisions of this Article VII, shall be the price equal to the book value of the stock of the Corporation. The term "book value" shall mean book value of the stock of the Corporation, exclusive of good will, as of the applicable date, as determined by the accountant or accounting firm then servicing the Corporation, and such determination, when made, and delivered to the Corporation, shall be binding upon the Corporation and all of its Stockholders. Such determination shall be made in accordance with accepted accounting practice. In the case of a Stockholder desiring to transfer or encumber his

stock during his lifetime, the purchase price of each share of said stock shall be the book value of the stock on the first of the month succeeding the date on which the Stockholder shall give notice to the Corporation according to the provisions of Section l hereof.

Section 5. PAYMENT OF PURCHASE PRICE. The purchase price for said stock shall be paid at the election of the Corporation in any of the following manners:

a) In full payment by cash or by certified check, or

b) By payment of not less than twenty-five (25%) percent, fifty (50%) percent or seventy-five (75%) percent of the purchase price in cash or by certified check, and the balance represented by an installment promissory note, payable in either twelve (12) equal monthly installments, twenty-four (24) equal monthly installments, or thirty-six (36) equal monthly installments, respectively, the first installment payable on the first of the month succeeding the date of the closing, with interest at the rate of twelve (12%) percent per annum from the date of closing until said installment promissory note is paid in full. The Corporation shall have the privilege as maker of the note, of pre-paying all or any part thereof at any time, with interest to date of pre-payment. In the event the Corporation defaults in the payment of any installment and such default continues for a period of thirty (30) days, then the remaining unpaid balance shall become due and payable forthwith.

The purchase price for said stock shall be paid by Stockholders, as the case may be, in cash or by certified or bank check, within sixty (60) days of the exercise of the options in Stockholders as provided in this Article VII.

Section 6. CLOSING. The closing of the purchase, whether during the lifetime of the Stockholder, or upon his death, shall take place at the principal office of the Corporation, or at any other place mutually upon.

Section 7. NEW STOCKHOLDERS - RESTRICTIONS. Any eligible person to whom stock of the Corporation is transferred in accordance with the provisions herein stated shall hold such stock subject to all the conditions and terms relating thereto as may be set forth in the Articles of Incorporation, the By-laws and any agreements to which all the Stockholders may be signatories.

Section 8. NON – DILUTION OF CAPITAL STOCK. No additional Capital Stock shall be issued by the Corporation without the Consent of at least 90% of the issued Stockholders.

ARTICLE VIII

AMENDMENTS

Section 1. STOCKHOLDERS' POWERS. The Stockholders, at any regular or special meeting, the notice of which contains a statement of the proposed alteration, may alter, amend or repeal these or any subsequent By-laws or adopt new By-laws by the consent of the Stockholders.

Christopher Sands

Richard Comolli

Gregory Roebuck

Raymond Lamont

Marc Gertsacov

Christopher Spagnole

Annex C: Narrative, Disclosures, List of Owners and Managers

Green Wave CC, Inc intends to utilize South County Cultivators, Inc as a management company that provides services listed within the Management and Consulting Agreement, the Bylaws from South County Cultivators, Inc., along with additional corporate documents throughout this application. There are no current vendors provided through the management company. Any additional vendors will conduct service directly with Green Wave CC, Inc. While there are no established vendors, we expect to contract with an approved Medical Marijuana Tracking Software company, cleaning services, rubbish removal, National Grid, Verizon, and other ancillary service providers; however, their contracts are not expected to reach $100,000. Please see the Leaf Logix documents provided below.

List ownership or financial interest (officers, directors, stockholders of 5% or more)

1. Richard Comolli [redacted]
2. Christopher D. Sands [redacted]
3. Gregory Roebuck [redacted]

List LLC managers or members, and/or partners in or operations or managerial control over the management company.

1. Christopher Spagnole [redacted]
2. Marc Gertsacov [redacted]
3. Raymond Lamont [redacted]
4. Timothy Pellecione [redacted]
5. Deena Souza [redacted]18
6. Jane LeBlanc [redacted]
7. Timothy Fitzgerald [redacted]
8. Rocco Andreozzi III, D.O. [redacted]
9. Susan Gertsacov [redacted]

- Please refer to Form 2 for any additional information requested
- All such financial transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

MANAGEMENT AND CONSULTING SERVICES AGREEMENT

This Management Agreement ("**Agreement**") is made and entered into as of December, 9 th 2020 but effective as of the date on which the Rhode Island Department of Business Regulation's Medical Marijuana Program ("DBRMMP") notifies Green Wave that it has been awarded a compassion center license in writing that and also that the DBRMMP has approved or does not object to the terms hereof in writing (such date, the "**Effective Date**") by and between Green Wave CC, Inc ("**Green Wave**"), a Rhode Island domestic non-profit corporation with a present mailing address of [redacted] and South County Cultivators, Inc., a Rhode Island Profit Corporation having a principal place of business at [redacted] ("**Manager**"). As used herein, Green Wave and Manager are hereinafter collectively called the "**Parties**" and individually called a "**Party**." **It is expressly acknowledged that this Agreement shall be of no force and effect until such time as the DBRMMP awards to Green Wave a medical marijuana compassion center license and until such time as South County Cultivator LLC's DBRMMP Cultivation License is merged into the newly issued Green Wave Compassion Center License. The Parties further acknowledge and agree that if the aforementioned-events do not occur, than this Agreement shall have never had effect and will otherwise remain null and void.**

RECITALS

WHEREAS, Green Wave is an applicant for a medical marijuana compassion center licensed as issued by the DBRMMP pursuant to and in accordance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act., and the regulations promulgated thereunder, as amended (the "**Proposed License**").

WHEREAS, Green Wave will act with due diligence and in a timely manner in applying for and seeking to obtain a compassion center license, the Proposed License.

WHEREAS, the Parties acknowledge and agree that this Agreement shall only become effective at such time as and is otherwise contingent upon Green Wave being awarded a medical marijuana compassion center license

WHEREAS, Manager is available to provide comprehensive management and consulting services as set forth herein and has the expertise and resources to enable it to provide certain management, consulting and other services to support and monitor all of the operations of Green Wave as is required to ensure compliance with the terms and conditions of this Agreement, the Leases, and all relevant laws, rules, regulations, orders, procedures and guidelines of the DBRMMP, the State of Rhode Island and/or any applicable local governing body.

WHEREAS, Green Wave desires to engage the services of Manager in accordance with the terms and conditions hereof to perform the services set forth herein in accordance with such terms, standards and conditions.

NOW, THEREFORE, for the covenants, promises and other consideration stated herein, which the Parties acknowledge is sufficient, and with the intent to be legally bound hereby, the Parties agree as follows:

ARTICLE I
RESPONSIBILITIES, DUTIES AND OBLIGATIONS OF THE MANAGER

Section 1.01 Appointment: During the Term (as defined herein), Manager shall be responsible for the development, administration, operation and management of Green Wave's cultivation, processing (if being conducted) and aspects compassion center staffing, as well as research and development operations (collectively, the "**Business**") and shall provide to or on behalf of Green Wave all management, consulting and other services typically required by a Business of a similar type and size, including the foregoing subsection (a) through (i), which shall collectively be referred to herein as the "**Management Services,**" (j) through (m), which shall collective be referred to as the "**Consulting Services**," (n) through (p), which shall be collectively referred to as the "**Research and Development Services**" and (q) through (r), which shall be collectively referred to as the "**Procurement Services**."

Section 1.02 Management Services.

(a) Providing management, supervisory, and oversight to Green Wave for budgeting, financial planning and operations for most of the Business' operations; and maintaining the books and records of the Business, including, but not limited to, accounts payable, accounts receivable, inventory, general ledger, payrolls and other such matters as the financial controller of Green Wave, utilizing technology required or approved by DBR MMP, subject to the terms and procedures set forth herein; and

(b) Taking any and all actions necessary in furtherance of, in compliance with, or otherwise in any way related to any applicable state or local law, regulation, DBRMMP guidance or order (collectively, the "**Laws**") relative to the procurement, entitlement, compliance, development, security, operation, or management of the Business in effect on the Effective Date or that comes into being, occurs, accrues, becomes effective, or otherwise becomes applicable or required after the Effective Date; and

(c) Maintaining separate accounting, bookkeeping, billing, collection, cash management, payroll, record-keeping services and annual audit services consistent with United States generally accepted accounting principles in effect from time to time ("**GAAP**") as it relates to the activities of the Business, a Rhode Island Non-Profit Corporation, as the GAAP may require and preparing all required filings, both federal and state, as it relates to any and all state requirements in connection with Green Wave's status as a non-profit corporation; and

(d) Selecting and contracting with any third-party consultants, independent contractors, vendors or service providers, to be necessary for the build-out, development, administration, operation and management of any component of the Business or its facilities; and

(e) Maintain human resource activities; and

(f) Implementing procedures reasonably necessary to ensure all employees and independent contractors working at each designated location of the Business who are required to do so have acquired and maintain, in good standing at all times, an Agent Registry Card ("**Agent Card**"); and

(g) Purchasing insurance for the Business of such types, on such terms and in such amounts as the Manager deems reasonable, including business liability and property casualty insurance, workers' compensation insurance, property damage or personal injury. Green Wave and Manager agree that each shall be either the insured party or an additional named insured, as appropriate, under all such policies, and Manager shall provide Green Wave with current copies of all such insurance documentation; and

(h) Maintaining an electronic compliance database as required by DBRMMP (the "**Electronic Dataroom**"); and

(i) Providing such other business and financial advice and services as may reasonably be necessary and prudent in furtherance of the purpose of this Agreement and the protection of the Proposed License.

Section 1.03 Consulting Services.

(j) Providing Consulting Services to Green Wave as it relates to cultivation, manufacturing, processing and packaging best practices and methods, as well as standard operating procedures;

(k) It is acknowledged by the Parties that Manager has developed proprietary practices and methods, as well as standard operating procedures, related to cultivating, manufacturing, processing and packaging medical cannabis and/or marijuana and associated product, as a result of its experience in the medical marijuana and/or cannabis marketplace (the "Intellectual Property");

(l) It is acknowledged by the Parties that this Intellectual Property expressly includes genetic research relative to specific strains of marijuana or cannabis, as well as the impact of said strains on various qualifying medical conditions;

(m) Access to and use of Manager's Intellectual Property for refinement and improvement of medical cannabis or marijuana and associated product, the Consulting Services, are recognized by the Parties to be a specific scope of service, separate and distinct, from the Management Services delineated in Section 1.02 and the Research and Development Services delineated in Section 1.04.

Section 1.04 Research and Development Services

(n) Providing Research and Development Services to Green Wave as it relates to cultivation, manufacturing, processing, packaging and development of cannabis/marijuana

genetics, overseeing any research conducted following DBR and DOH approvals and cannabis/marijuana delivery methods;

(o) It is acknowledged by the Parties that that medical marijuana or cannabis, as it relates to cultivation, manufacturing, processing, research, packaging and development of cannabis/marijuana genetics and cannabis/marijuana delivery methods is an evolving area of both science and medicine;

(p) Access to and use of Manager's Intellectual Property, as well access to and the use of the Post-Agreement Manager Intellectual Property (as defined below in Section 2.05), for research and development of future medical cannabis or marijuana and associated product, the Research and Development Services, are recognized by the Parties to be a specific scope of service, separate and distinct, from the Management Services delineated in Section 1.02 and the Consulting Services delineated in Section 1.03.

Section 1.05 Procurement Services

(q) Providing Procurement Services to Green Wave as it relates to obtaining the highest quality cannabis and cannabis products from the best cultivator licensees operating within the DBRMMP;

(r) The Provision of Procurement Services will include inspecting cultivation licensees facilities and standard operating procures prior to procurement, facilitating third-party testing; otherwise performing quality assurance functions and arranging for and providing transportation services with the DBRMMP's Rules and Regulations

Section 1.06 Property Management Services

(s) Upon request, Property Management Services to Green Wave will be provided as it relates to the retail/dispensing facilities and cultivation and associated activities facilities, as well as the overall general maintenance and care of the facilities of Green Wave.

Section 1.07 Cultivation Services

(t) Providing Cultivation Services to Green Wave of the highest quality medical cannabis and associated manufacturing activities related to other cannabis products to be offered by Green Wave, including, but not limited to, concentrates, tinctures, edibles and other delivery methods.

(u) The following list consists of most, but not all, activities that Manager will conduct relative to the Cultivation Services contemplated herein. Manager will provide:

- a Head Cultivator;
- two (2) Cultivation Assistants; (2) trimmers;

- two (2) Curing / Packaging members to oversee and manage cultivation team;
- Quality Control Manager
- Inventory Manager
- Packaging & Labeling Lead
- Trimming / Curing & Packaging Lead
- Thirteen (13) fulltime budtenders
- Seven (7) fulltime packaging team members who will work directly with Green Wave CC to ensure compliance along with a reliable supply of medical grade cannabis.
- Manager will cultivate approximately (50) pounds of cured and packaged medical grade cannabis.
- Manager will monitor water quality through random samples to ensure a quality product.
- Manager will provide (12) strains from our [redacted] genetics bank. This is a collection of highly desired and sought after plants strains.
- Manager will share all proprietary Standard Operating Procedures as part of this service contract.
- Manager will maintain a clean environment ensuring medical grade cannabis for patients while following all applicable regulations.
- Manager will procure from cultivation licensees all menu items at the direction of Head Cultivator and the Dispensary Manager. Items to include but not limited to flower (thc / cbd / indica / sativa), vape pens, concentrates, edibles, pre-rolls, capsules, tinctures, topical salves, and other marijuana infused products allowed per the DBR.
- Manager will order all proprietary nutrient blends along with a well-balanced medium for plants to grow.
- Manager will provide all cultivation equipment **to include the maintenance and replacement costs of the following items:** (72) LED lights; (4) Quest Dehumidifiers; (4) Mitsubishi Four-Ton HVAC Units; (3) Mitsubishi Three-Ton HVAC Units; (12) Mobile Cultivation Racks; Feeding lines, reservoirs, and

circulation pumps; (12) Circulating Fans; Testing Equipment to include pH, ppm, and temperature monitoring; A comprehensive CO2 system to include maintenance; Environmental Control and Monitoring Systems; Supply a full maintenance and janitorial close and will provide all appropriate insurances not including crop insurance, for these items.

Security Services

(v) Providing Security Services for any and all Green Wave facilities, which shall include but not, be limited to, the provision of

- a Chief Security Officer;
- Six (6) full time security guard;
- Two (2) part-time security guards;
- Approved vehicles for all transportation needs and deliveries per Security Team policies, procedures and regulations;
- Manager will contract with a licensed security/alarm company and will comply with all routine maintenance requirements, as well as DBR regulations.

Managers' Covenants, Warranties and acknowledgements to Green Wave.

(a) Manager covenants to comply with all Green Wave CC policies, procedures, and manuals;

(b) When applicable, Manager will be covenants to provide a manifest with passing laboratory results prior to scheduling any deliveries;

(c) Manager covenants that all material deliveries will be made to the Secured Entrance located at the rear of the building;

(d) Manager covenants to provide services that meet all State and Department of Business Regulation requirements according to but not limited to pesticide applications, sanitation, laboratory testing standards, along with all schedules and standards required for quality assurance;

(e) Manager covenants that all of its personnel will be knowledgeable in O.S.H.A. safety practices and will comply with all applicable regulations;

(f) Manager agrees and acknowledges that it is responsible for the safety of its employees and will be responsible for all violations caused by them;

(g) Manager is agrees and acknowledges that it is responsible to have delivery personnel capable of communicating clearly with the appropriate Green Wave CC Managers / Representatives;

(h) Manager acknowledges and agrees that it is its responsibility to clean all trash and debris generated from such delivery per this agreement and legally dispose of it upon completion of delivery;

(i) Manager will certify scales and other measurement or weighing devices according to regulations.

(j) Manager covenants that it will be responsible for providing weekly updates on upcoming harvest schedules so that inventory management can prepare for patient's requests;

(k) Manager will utilize and is well-trained and versed on seed to sale / medical marijuana tracking program and allow Green Wave CC staff view only access for inventory management purposes.

(l) Manager covenants that all agents will be HIPAA certified and be required to follow all COVID-19 protocols;

(m) Manager covenants to provide services that meet all State and Department of Business Regulation requirements according to but not limited to employment and employee, agent, volunteer, or additional staff policies;

(n) Manager covenants to conform its practices to all security requirements that are listed throughout the Green Wave CC policies and procedures an further covenants that all staffing will ensure all security measures are met and agrees to work with the Green Wave CC Compliance Officer's at all times as it relates to all facility matters. Security staff hours, roles and responsibilities will remain the same as detailed in the Green Wave CC policies and procedures;

(o) Manager covenants that all staff will be required to follow HIPAA protocols, along with all of the Green Wave CC policies and procedures for verifying medical marijuana cards, taking new or out of state patients along with providing welcome kits to all new patients and

(p) Manager agrees to be compliant with all policies and procedures listed within the Green Wave CC manuals to include but not limited to medical marijuana

tracking software, measures to ensure safe and accurate record keeping, cyber security, and all other DBR regulations.

(q) Manager shall have access operating accounts and checking accounts in the name of Green Wave and to maintain the right to execute checks as approved by Green Wave CC and the Regulations.

Section 1.08 Scope of Authority; Cooperation: Without limiting the generality of the foregoing Management Services, Consulting Services and Research and Development Services, Procurement Services, Property Management Services and Security Services, Manager shall be permitted to carry out the performance of the Management Services using commercially reasonable methods in the name of Green Wave.

ARTICLE II
MANAGEMENT, CONSULTING, RESEARCH AND DEVELOPMENT FEES

Section 2.01 Management Fee. During the Term, as consideration for the Management Services, Green Wave shall pay Manager a management fee ("**Management Fee**") in the amount described in **Schedule A hereto.**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.02 Consulting Fee. During the Term, as consideration for the Consulting Services, Green Wave shall pay Manager a consulting fee ("**Consulting Fee**") in the amount described in **Schedule B hereto**.. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.03 Research and Development Fee. During the Term, as consideration for the Research and Development Services, Green Wave shall pay Manager a research and development fee ("**Research and Development Fee**") in the amount described in **Schedule C hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.04 Procurement Services Fee. During the Term, as consideration for the Procurement Services, Green Wave shall pay Manager a procurement services fee ("**Procurement Services Fee**") in the amount described in **Schedule D hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.05 Property Management Service Fee. During any Terms and following DBR approval, as consideration for the Property Management Services, Green Wave shall pay Manager a property management fee ("**Property Management Services Fee**") in the amount described in **Schedule E hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.06 Cultivation Service Fee. During the Term, as consideration for the Cultivation Services, Green Wave shall pay Manager a property management fee ("**Cultivation Services Fee**") in the amount described in **Schedule F hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.07 Security Service Fee. During the Term, as consideration for the Security Services, Green Wave shall pay Manager a security service fee ("**Security Services Fee**") in the amount described in **Schedule G hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.08 Reimbursement of Expenses. Manager shall be reimbursed for expenses for purchases or services provided by third party unaffiliated vendors. Said demand for payment shall be delivered with copies of original invoices from manufacturer or vendor and proof of payment. Manager shall be reimbursed for purchases or services provided by affiliates of Manager. Demand for payment shall be shall be delivered with copies of original invoices from manufacturer or vendor and proof of payment.

Section 2.09 Intellectual Property. Except as otherwise noted herein, all work or deliverables, including any and inventions, improvements, materials, documentation, techniques, methods and processes, which are created, made, prepared or developed by Manager in connection with the performance of the Management Services, Consulting Services and/or Research and Development Services, including and all intellectual property rights related thereto, will be the property of Manager ("**Post-Agreement Manager Intellectual Property**").

Section 2.10 Books and Records. Manager shall maintain and keep on behalf of Green Wave books and records consistent with GAAP and the requirements of DBRMMP, as well as the Rhode Island Division of Taxation and any and all rules and regulations relative to maintain Green Wave's non-profit status. Manager shall deliver to Green Wave's Treasurer, all books, and records, which shall be deemed necessary so as to permit to prepare quarterly financial reports for the benefit of the parties.

ARTICLE III
TERM AND TERMINATION

Section 3.01

Term. The initial term of this Agreement shall commence on Effective Date and continue for a period of five (5) year(s) and shall automatically extend for an additional five (5) year term unless terminated by agreement of the parties.

Section 3.02

Termination. This Agreement may be terminated by: (a) the mutual written agreement of the Parties; or (b) by Green Wave with written notice to Manager, which notice must contain a provision containing a right to cure any default for a period of forty five (45) days from notice, stipulating the intended date of termination, upon the occurrence of any one of the following events: (i) the failure of manager to make payments required pursuant to the terms and conditions of the Sales Agreement ("Agreement"); (ii) the failure to deliver to the Green Wave Treasurer the required financial information in a timely manner; (iii) the failure to pay tax payments required to be paid by Green Wave for the operation of the business. At that time, Green Wave shall have the right to declare a default of this Agreement.

Section 3.03

Obligation to Defend. In the event that legal action is instituted by the United States

of America, the state of Rhode Island, or any agencies of the State of Rhode Island, contesting the right to grow, sell, manufacture, process medical marijuana, Green Wave and Manager will cooperate in defending any action, and appealing any Judgment, until all rights of appeal have expired.

ARTICLE IV
NO OWNERSHIP; NO CHANGE OF CONTROL

Section 4.01 No Manager Ownership or Change of Control. In complete compliance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, the DBRMMP and any and all rules and regulations promulgated thereunder nothing contained herein shall be construed to be an actual, effective, or deemed grant of ownership or any other beneficial interest in, or change control over, the Proposed License to the Manager. Regardless of any other provision of this Agreement, nothing herein shall be deemed or construed as a transfer, assignment, sale, or conveyance of the Proposed License to Manager or any of the Manager's successors, affiliates, agents, volunteers, employees, owners or contractors.

Section 4.02 Medical Marijuana and/or Cannabis Products. The Parties acknowledge and agree that all marijuana or cannabis and marijuana or cannabis products grown, cultivated, processed, possessed, packaged or offered for sale by the Manager at the Business, shall remain the sole and exclusive property of Green Wave, as the sole and exclusive holder of the Proposed License. Nothing herein shall serve be interpreted to restrict or limit this claim to ownership.

Section 4.01

Independent Contractor Status. The relationship of Manager to Green Wave is that of an independent contractor and none of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties, and it is understood and agreed that Manager is at all times acting and performing the Management Services pursuant to this Agreement as an independent contractor and not as an employee of Green Wave, and for all purposes, including federal and state tax purposes, Manager will not be treated as an employee with respect to the rendering of the Management Services, Consulting Services and/or Research and Development Services. As such, Green Wave shall not withhold taxes with respect to Manager's Compensation hereunder. Green Wave shall not control or direct the manner or methods by which Manager performs the Management Services set forth in this Agreement; provided, however, Manager shall be responsible for performing the Management Services in a manner so as, at all times, to ensure that the contemplated Management Services are completed and performed in a competent, efficient and satisfactory manner, and in accordance with all applicable laws and regulations in all material respects.

Section 4.02

No Methods. The Parties expressly agree that Green Wave has not established the specific methods of how Manager should perform the Management Services pursuant to this Agreement. Green Wave is relying on Manager's knowledge, experience and expertise as

an expert in the management and operation of medical marijuana and/or cannabis facilities. Further, the Parties agree that Green Wave has not provided Manager with training with respect to the Management Services, Consulting Services and/or Research and Development Services which Manager shall render on behalf of Green Wave, pursuant to this Agreement.

ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 5.01 Budget. Manager will supply an annual budget of sales and expenses for Green Wave and also provide updates om a monthly basis.

Section 5.02 Representations, Warranties and Covenants of Manager. Manager hereby represents, warrants, and covenants that: (i) it is a corporation which was duly incorporated and organized, and is validly existing under the laws of Rhode Island and qualified to conduct business in the State of Rhode Island; (ii) it is duly qualified to carry out its business, and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities makes such qualifications necessary, except where failure to be duly qualified or in good standing, would not have a material adverse effect on its business or operations and of its ability to fulfill its duties, responsibilities or obligations hereunder; (iii) it has the full right, power, and authority, and has taken all company action necessary, to enter into this Agreement and be bound by the terms of this Agreement without the consent of any other person or entity; (iv) the execution and delivery of this Agreement and the performance by it of its obligations pursuant to this Agreement do not and will not constitute a breach of or a default under any other agreement or obligation applicable to Manager; (v) upon execution and delivery of this Agreement, this Agreement will constitute the valid and binding obligation of Manager, its agents, officers, affiliates, successors and assigns; and (vi) it shall cause all Management Services to be delivered to or on behalf of Green Wave hereunder with properly trained and credentialed personnel, in a good and workmanlike manner, and in accordance with this Agreement and all applicable Laws.

ARTICLE VI
INDEMNIFICATION

Section 6.01 Indemnity Obligations. The Manager shall, to the fullest extent permitted by all applicable Laws, indemnify, defend and hold harmless Green Wave, its affiliates, members, officers, managers, employees and agents ("**Green Wave Indemnified Persons**") from and against any and all Losses which a Green Wave Indemnified Person may suffer, incur or pay arising out of or resulting from: (i) any breach by the Manager of any of its covenants or obligations set forth in this Agreement; and/or (ii) any inaccuracy in or breach by the Manager of any of the representations or warranties of the Manager set forth in this Agreement. Green Wave shall, to the fullest extent permitted by applicable

Law, indemnify, defend and hold harmless Manager and its affiliates and respective officers, members, directors, employees and agents ("**Manager Indemnified Persons**") from and against any and all Losses which a Manager Indemnified Person may suffer, incur or pay arising out of or resulting from: any breach by Green Wave of any of the representations, warranties and covenants of this Agreement.

Section 6.02 Indemnification Claim Process. If any action, suit, claim, proceeding or investigation is begun, made or instituted as a result of which the Party entitled to provide indemnification hereunder ("**Indemnitor**") may become obligated to an individual or entity entitled to indemnification pursuant to Section 6.01 ("**Indemnitee**"), Indemnitee shall give written notice to the Indemnitor within five (5) business days of its receipt of notice of such action, suit, claim, proceeding or investigation specifying in reasonable detail the facts upon which the claimed right to indemnification is based; provided, that the failure to timely give such notice shall not relieve the Indemnitor of its indemnification obligations hereunder except to the extent that such failure has a material prejudicial effect on the Indemnitor with such action, suit, claim, proceeding or investigation. The Indemnitor shall assume the defense of such action, suit, claim, proceeding or investigation; and the Indemnitee shall have the right (but not the obligation) to participate at their own expense by counsel of it choice in such defense but shall, at the cost of the Indemnitor, cooperate with and assist the Indemnitor to the extent reasonably possible; provided, that if (i) the Indemnitor and the Indemnitee are both named Parties to an action, suit, claim, proceeding or investigation and the Indemnitee shall have reasonably concluded that representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them or (ii) the Indemnitor is not entitled to a legal defense or counterclaim available to the Indemnitee, then the Indemnitor shall be liable for the reasonable fees and expenses of one outside counsel to the Indemnitee in each jurisdiction for which the Indemnitee reasonably determines counsel is required.

Section 6.03 Limitation on Settling Claims. The Indemnitor shall not, without the prior written consent of the Indemnitee, settle, compromise or offer to settle or compromise any action, suit, claim, proceeding or investigation on a basis that would result in: (i) injunctive or other nonmonetary relief against the Indemnitee or any affiliate of the Indemnitee, including, without limitation, the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnitee or any affiliate of the Indemnitee, (ii) a finding or admission of a violation of applicable law or violation of the rights of any individual or entity by the Indemnitee or any affiliate of the Indemnitee or (iii) any monetary liability of the Indemnitee or any affiliate of the Indemnitee that will not be promptly paid or reimbursed by the Indemnitor. An Indemnitee shall not, without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, conditioned or delayed, settle, compromise or offer to settle or compromise any action, suit, claim, proceeding or investigation for which indemnification has been, or will be, sought against the Indemnitor pursuant to Section 6.01.

ARTICLE VII
CONFIDENTIAL INFORMATION

Section 7.01 Confidential Information Defined. Neither Party shall disclose or use non-public, confidential or proprietary information ("**Confidential Information**") of the other Party except in connection with the performance of its obligations under this Agreement. The Parties agree that, except as otherwise provided herein and subject to the license granted pursuant to Section 2.02, Manager Intellectual Property shall constitute the Intellectual Property of Manager. In addition, each Party agrees to use reasonable care, but in no event less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized disclosure and/or use of the Confidential Information of the other Party. For purposes of this Article VII, Green Wave and Manager shall include each entity individually, together with their respective employees and agents, as well as each of their respective affiliates, and their affiliates' respective employees and agents.

Section 7.02 Exceptions. per 2.02 shall not, however, apply to any information of a Party ("**Disclosing Party**") that (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party ("**Receiving Party**"); (ii) was within the Receiving Party's possession prior to its being furnished to the Receiving Party by the Disclosing Party; or (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; provided, that with respect to clauses (ii) and (iii) above, the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other individual or entity with respect to such information. A Receiving Party may disclose Confidential Information of the Disclosing Party to those third parties who have a need to know such information for the purpose of assisting the Receiving Party in performing its obligations under this Agreement if, and only if, the Receiving Party: (i) instructs any such third party that the Confidential Information of the Disclosing Party is confidential and proprietary and is to be held in strict confidence pursuant to the terms of this Article VII and (ii) prior to disclosing any such Confidential Information, provides a copy of this Article VII to each such third party and obtains each such third Party's agreement to comply with and be bound by the terms of this Article VII as if it were a Party (including, without limitation, as a "**Receiving Party**" hereunder). If a Receiving Party is compelled by deposition, interrogatory, subpoena, civil investigative demand or similar process, or upon demand of any governmental authority with jurisdiction over it or as otherwise required by applicable law ("**Disclosure Demand**") to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice of each such Disclosure Demand so that the Disclosing Party may (at its expense) seek an appropriate protective order or other appropriate remedy and/or grant a limited waiver of the Receiving Party's compliance with the confidentiality and non-disclosure provisions of this Article VII. In addition, if requested by the Disclosing Party, the Receiving Party shall assist the Disclosing Party at

the Disclosing Party's expense in obtaining a protective order and taking other legally available steps to resist or narrow any such Disclosure Demand. If such protective order or other remedy is not obtained promptly, the Receiving Party may furnish that portion (and only that portion) of such Confidential Information which, in the written opinion of the Receiving Party's counsel, the Receiving Party is legally required to disclose and will otherwise exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any such Confidential Information.

Section 7.03 Obligations After Agreement. Upon the termination or expiration of this Agreement, each Party will promptly return to the other Party all Confidential Information of such Party; provided, that the Receiving Party shall be entitled to keep a copy of such information, subject to its ongoing obligations under this Paragraph 6, to the extent required under applicable Law, as necessary to comply with its obligations under this Agreement, legal record-keeping requirements or in connection with any action, suit, claim, proceeding or investigation related to this Agreement. That portion of the Confidential Information of the Disclosing Party that may be found in analyses, compilations, studies or other documents prepared by the Receiving Party will be held by the Receiving Party and kept subject to the terms of this Article VII.

Section 7.04 Remedies for Breach. In the event of breach of this Article VII, the breaching Party agrees to pay the non-breaching Party any and all Losses incurred by the non-breaching Party as a result of the breach. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Article VII and that the non-breaching Party shall be entitled to petition a court of competent jurisdiction for specific performance and injunctive and other equitable relief for any such breach, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Paragraph 6 but shall be in addition to all other remedies at law or in equity to either Party.

Section 7.05 Disclosure to Rhode Island Department of Business/DBRMMP.. A copy of this Agreement shall be submitted to the DBRMMP, and such terms shall therefore NOT be considered Confidential Information. If the DBRMMP requests changes to this Agreement as required by any of the Laws, the Parties shall collaborate in good faith and with due diligence to address any such request in accordance with all applicable Laws.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01 Notices. Any and all written notices as required herein shall be deemed properly given upon the earlier of (i) three (3) days after deposit with the United States Postal Service if sent by registered or certified mail, return receipt requested, postage prepaid, (ii) tender if delivered by hand, to the addresses set forth below, (iii) receipt or (iv)

one (1) day after the delivery to a recognized overnight delivery service: If to Manager: Attn: Current President and Vice President, If to Green Wave: Attn: President and Vice President.

Section 8.02 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Green Wave, its successors and assigns, on the one part and Manager, its successors and assigns, on the other part, it being understood, however, that the Parties may expressly agree to any such relationship by a separate written agreement.

Section 8.03 Modification and Changes. This Agreement cannot be changed or modified except by another agreement in writing signed by the Party sought to be charged therewith, or by its duly authorized agent.

Section 8.04 Partial Invalidity/Severability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement, or without invalidating or affecting the provisions of this Agreement within the states or localities where not prohibited or otherwise invalidated by law or by court decree. Further, if any provision of this Agreement shall be held unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

Section 8.05 Public Announcements. Unless otherwise required by applicable law, no Party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed).

Section 8.06 Further Assurances. Following the execution of this Agreement, each Party shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 8.07 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.08 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of

this Agreement and the documents to be delivered hereunder, and the Exhibits, the statements in the body of this Agreement shall control.

Section 8.09 No Third-party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.10 Waiver. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction).

Section 8.12 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the Rhode Island Superior Court, Providence County, Rhode Island,, and in no other venue, and each Party irrevocably submits to the exclusive jurisdiction of this court in any such suit, action or proceeding.

Section 8.13 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Schedules A-G

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Witness:

GREEN WAVE CC, INC.

By: _____
Name: Christopher O. Sanos
Title: President

Witness:

SOUTH COUNTY CULTIVATORS, INC.

By: _____
Name: Richard Comolli
Title: President

LeafLogix

December 10, 2020

Green Wave Compassion Center
Rhode Island

Dear Green Wave Team:

We are writing to provide a letter of intent from LeafLogix to provide Green Wave Compassion Center with cannabis compliance software that will provide Green Wave with a compliant software solution to do business in Rhode Island. We appreciate the time and energy you and your team have afforded us in discussing this opportunity and the information that has been provided thus far.

As we continue to spend time working with Green Wave, we believe that LeafLogix will bring unique value and capabilities to Green Wave that will accelerate and their development and growth. Additional compliant documentation is available upon request.

Sincerely,

Jason Fowler

Jason Fowler
VP of Sales

LeafLogix

SEED-TO-SALE CANNABIS ERP

Product Features & Pricing Proposal

Green Wave Compassion Center – RI

All Pricing Per Product, Per Location Unlimited Users

- ✔ LeafLogix's mission is to help our clients grow their businesses intelligently and compliantly by providing cutting edge, cloud-based seed-to-sale technology and world-class customer service.
- ✔ Our cloud-based Solution is built on Microsoft Azure technologies.

Confidential

LeafLogix
SEED-TO-SALE CANNABIS ERP

PRODUCT OVERVIEW : CULTIVATION

Our Cultivation Product helps our clients manage plant life cycles intelligently and optimize employee productivity during the growing process.

FEATURES

- ✔ Ready-to-use plant metrics from lab results: lot/batch parent relationship; strain type, etc.
- ✔ Customizable metrics
- ✔ Workflow customization wizards
- ✔ Easy tracking of cultivation actions by lot, plant, room, etc.
- ✔ Incident reporting
- ✔ Multi-user updating capability
- ✔ Inventory tag creation and printing
- ✔ Built-in one-click standardized reporting
- ✔ Summary level & detailed report templates

PRICING

- ✔ $450 per month paid Quarterly
- ✔ $1500 one-time implementation

Questions? Email Jason.Fowler@leaflogix.com

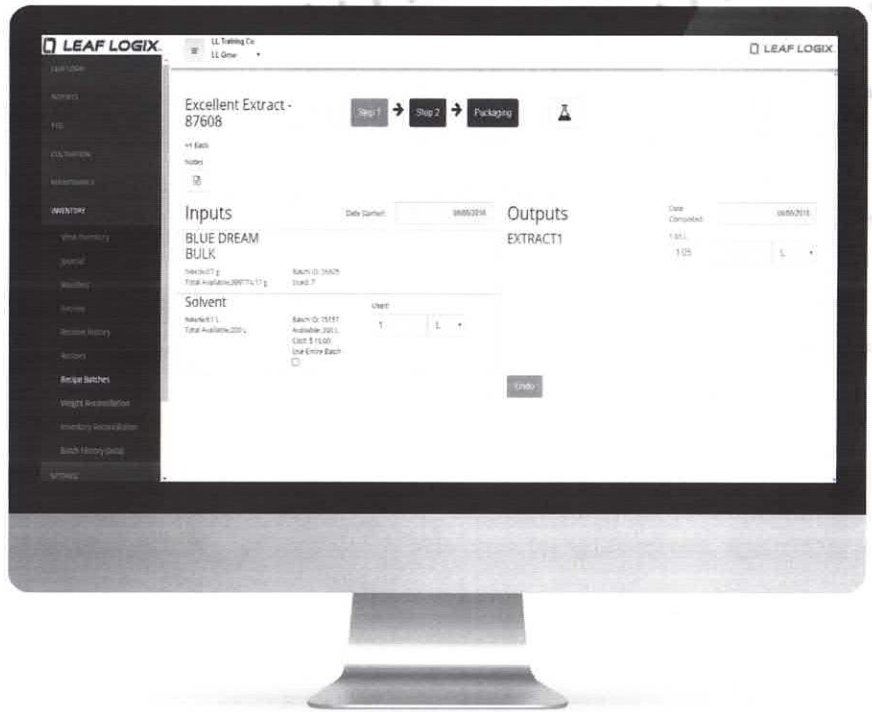
LeafLogix
SEED-TO-SALE CANNABIS ERP

PRODUCT OVERVIEW: MANUFACTURING & PROCESSING

Our Manufacturing and Processing Product facilitates product creation, tracks employee productivity and automates regulatory reporting.

FEATURES

- ✔ Inventory management by user-controlled statuses
- ✔ Fulfillment optimization by inventory availability and state regulations
- ✔ Recipe building
- ✔ Product merge / split capabilities
- ✔ Inventory usage optimization
- ✔ Product creation and tracking
- ✔ Integrated communication with BioTrack, LeafData and METRC state Systems



PRICING

- ✔ $450 per month paid Quarterly
- ✔ $1500 one-time implementation

Questions? Email Jason.Fowler@leaflogix.com

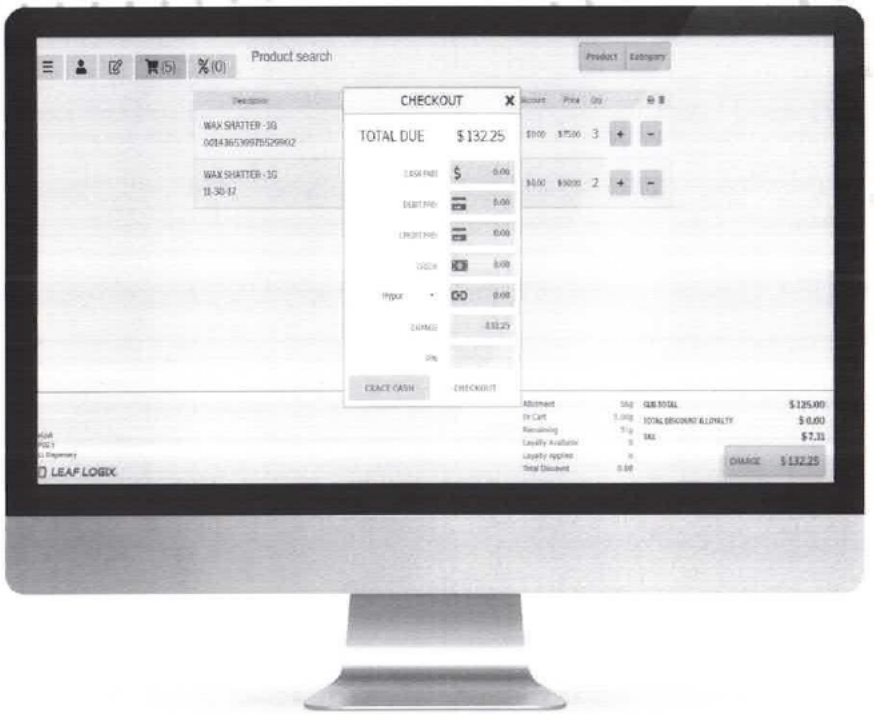
LeafLogix
SEED-TO-SALE CANNABIS ERP

PRODUCT OVERVIEW: POINT OF SALE

Our user -friendly POS Product facilitates customer conversions and optimizes sales while considering regulatory constraints.

FEATURES

- ✔ Intuitive touch screen design and dedicated register and employee log-ins
- ✔ End customer profiles including medical information, identification documents, purchase history, product preferences, customizable notes
- ✔ Patient check-in
- ✔ Easy returns and pre-orders
- ✔ Built-in loyalty and discount programs
- ✔ Automatic label creation and printing
- ✔ Detailed sales reporting and analytics: history & by product/customer
- ✔ Regulatory compliance protection such as automatic overselling prevention and expired patient ID safeguards
- ✔ Integrated communication with BioTrack , Leaf Data and METRC state systems



PRICING

[redacted]

Questions? Email Jason.Fowler@leaflogix.com

LeafLogix
SEED-TO-SALE CANNABIS ERP

PRODUCT OVERVIEW: PAYMENT PROCESSING – LEAFPAY

Our fast, secure and compliant cashless ATM solution is fully integrated into the LeafLogix POS. Enjoy competitive rates and fully supported merchant account configuration.

FEATURES

- ✔ Increase average ticket per sale
- ✔ Faster checkout for peak traffic periods
- ✔ Less cash on premise
- ✔ Low rates to Merchants & Customers
- ✔ Funding Available direct from customer's accounts
- ✔ 100% USA-based and transparent processing
- ✔ Fast Application Approval
- ✔ No Transaction Fee
- ✔ Supports rounding to the nearest $5 or $10

PRICING

[redacted]

ASK ABOUT **LEAFPAY MOBILE**

Mobile Checkout & Payment Processing For Curbside Pickup and Delivery

Questions? Email Lilly@leaflogix.com

Annex D Narrative

Please refer to reference materials provided in sections B and C above relative to the relationship between Green Wave CC and South County Cultivators.

- Please refer to Form 2 for any additional information requested.
- All such financial transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

MANAGEMENT AND CONSULTING SERVICES AGREEMENT

This Management Agreement ("**Agreement**") is made and entered into as of December, 9 th 2020 but effective as of the date on which the Rhode Island Department of Business Regulation's Medical Marijuana Program ("DBRMMP") notifies Green Wave that it has been awarded a compassion center license in writing that and also that the DBRMMP has approved or does not object to the terms hereof in writing (such date, the "**Effective Date**") by and between Green Wave CC, Inc ("**Green Wave**"), a Rhode Island domestic non-profit corporation with a present mailing address of [redacted] and South County Cultivators, Inc., a Rhode Island Profit Corporation having a principal place of business at [redacted] ("**Manager**"). As used herein, Green Wave and Manager are hereinafter collectively called the "**Parties**" and individually called a "**Party**." **It is expressly acknowledged that this Agreement shall be of no force and effect until such time as the DBRMMP awards to Green Wave a medical marijuana compassion center license and until such time as South County Cultivator LLC's DBRMMP Cultivation License is merged into the newly issued Green Wave Compassion Center License. The Parties further acknowledge and agree that if the aforementioned-events do not occur, than this Agreement shall have never had effect and will otherwise remain null and void.**

RECITALS

WHEREAS, Green Wave is an applicant for a medical marijuana compassion center licensed as issued by the DBRMMP pursuant to and in accordance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act., and the regulations promulgated thereunder, as amended (the "**Proposed License**").

WHEREAS, Green Wave will act with due diligence and in a timely manner in applying for and seeking to obtain a compassion center license, the Proposed License.

WHEREAS, the Parties acknowledge and agree that this Agreement shall only become effective at such time as and is otherwise contingent upon Green Wave being awarded a medical marijuana compassion center license

WHEREAS, Manager is available to provide comprehensive management and consulting services as set forth herein and has the expertise and resources to enable it to provide certain management, consulting and other services to support and monitor all of the operations of Green Wave as is required to ensure compliance with the terms and conditions of this Agreement, the Leases, and all relevant laws, rules, regulations, orders, procedures and guidelines of the DBRMMP, the State of Rhode Island and/or any applicable local governing body.

WHEREAS, Green Wave desires to engage the services of Manager in accordance with the terms and conditions hereof to perform the services set forth herein in accordance with such terms, standards and conditions.

NOW, THEREFORE, for the covenants, promises and other consideration stated herein, which the Parties acknowledge is sufficient, and with the intent to be legally bound hereby, the Parties agree as follows:

ARTICLE I
RESPONSIBILITIES, DUTIES AND OBLIGATIONS OF THE MANAGER

Section 1.01 Appointment: During the Term (as defined herein), Manager shall be responsible for the development, administration, operation and management of Green Wave's cultivation, processing (if being conducted) and aspects compassion center staffing, as well as research and development operations (collectively, the "**Business**") and shall provide to or on behalf of Green Wave all management, consulting and other services typically required by a Business of a similar type and size, including the foregoing subsection (a) through (i), which shall collectively be referred to herein as the "**Management Services,**" (j) through (m), which shall collective be referred to as the "**Consulting Services**," (n) through (p), which shall be collectively referred to as the "**Research and Development Services**" and (q) through (r), which shall be collectively referred to as the "**Procurement Services**."

Section 1.02 Management Services.

(a) Providing management, supervisory, and oversight to Green Wave for budgeting, financial planning and operations for most of the Business' operations; and maintaining the books and records of the Business, including, but not limited to, accounts payable, accounts receivable, inventory, general ledger, payrolls and other such matters as the financial controller of Green Wave, utilizing technology required or approved by DBR MMP, subject to the terms and procedures set forth herein; and

(b) Taking any and all actions necessary in furtherance of, in compliance with, or otherwise in any way related to any applicable state or local law, regulation, DBRMMP guidance or order (collectively, the "**Laws**") relative to the procurement, entitlement, compliance, development, security, operation, or management of the Business in effect on the Effective Date or that comes into being, occurs, accrues, becomes effective, or otherwise becomes applicable or required after the Effective Date; and

(c) Maintaining separate accounting, bookkeeping, billing, collection, cash management, payroll, record-keeping services and annual audit services consistent with United States generally accepted accounting principles in effect from time to time ("**GAAP**") as it relates to the activities of the Business, a Rhode Island Non-Profit Corporation, as the GAAP may require and preparing all required filings, both federal and state, as it relates to any and all state requirements in connection with Green Wave's status as a non-profit corporation; and

(d) Selecting and contracting with any third-party consultants, independent contractors, vendors or service providers, to be necessary for the build-out, development, administration, operation and management of any component of the Business or its facilities; and

(e) Maintain human resource activities; and

(f) Implementing procedures reasonably necessary to ensure all employees and independent contractors working at each designated location of the Business who are required to do so have acquired and maintain, in good standing at all times, an Agent Registry Card ("**Agent Card**"); and

(g) Purchasing insurance for the Business of such types, on such terms and in such amounts as the Manager deems reasonable, including business liability and property casualty insurance, workers' compensation insurance, property damage or personal injury. Green Wave and Manager agree that each shall be either the insured party or an additional named insured, as appropriate, under all such policies, and Manager shall provide Green Wave with current copies of all such insurance documentation; and

(h) Maintaining an electronic compliance database as required by DBRMMP (the "**Electronic Dataroom**"); and

(i) Providing such other business and financial advice and services as may reasonably be necessary and prudent in furtherance of the purpose of this Agreement and the protection of the Proposed License.

Section 1.03 Consulting Services.

(j) Providing Consulting Services to Green Wave as it relates to cultivation, manufacturing, processing and packaging best practices and methods, as well as standard operating procedures;

(k) It is acknowledged by the Parties that Manager has developed proprietary practices and methods, as well as standard operating procedures, related to cultivating, manufacturing, processing and packaging medical cannabis and/or marijuana and associated product, as a result of its experience in the medical marijuana and/or cannabis marketplace (the "Intellectual Property");

(l) It is acknowledged by the Parties that this Intellectual Property expressly includes genetic research relative to specific strains of marijuana or cannabis, as well as the impact of said strains on various qualifying medical conditions;

(m) Access to and use of Manager's Intellectual Property for refinement and improvement of medical cannabis or marijuana and associated product, the Consulting Services, are recognized by the Parties to be a specific scope of service, separate and distinct, from the Management Services delineated in Section 1.02 and the Research and Development Services delineated in Section 1.04.

Section 1.04 Research and Development Services

(n) Providing Research and Development Services to Green Wave as it relates to cultivation, manufacturing, processing, packaging and development of cannabis/marijuana

genetics, overseeing any research conducted following DBR and DOH approvals and cannabis/marijuana delivery methods;

(o) It is acknowledged by the Parties that that medical marijuana or cannabis, as it relates to cultivation, manufacturing, processing, research, packaging and development of cannabis/marijuana genetics and cannabis/marijuana delivery methods is an evolving area of both science and medicine;

(p) Access to and use of Manager's Intellectual Property, as well access to and the use of the Post-Agreement Manager Intellectual Property (as defined below in Section 2.05), for research and development of future medical cannabis or marijuana and associated product, the Research and Development Services, are recognized by the Parties to be a specific scope of service, separate and distinct, from the Management Services delineated in Section 1.02 and the Consulting Services delineated in Section 1.03.

Section 1.05 Procurement Services

(q) Providing Procurement Services to Green Wave as it relates to obtaining the highest quality cannabis and cannabis products from the best cultivator licensees operating within the DBRMMP;

(r) The Provision of Procurement Services will include inspecting cultivation licensees facilities and standard operating procures prior to procurement, facilitating third-party testing; otherwise performing quality assurance functions and arranging for and providing transportation services with the DBRMMP's Rules and Regulations

Section 1.06 Property Management Services

(s) Upon request, Property Management Services to Green Wave will be provided as it relates to the retail/dispensing facilities and cultivation and associated activities facilities, as well as the overall general maintenance and care of the facilities of Green Wave.

Section 1.07 Cultivation Services

(t) Providing Cultivation Services to Green Wave of the highest quality medical cannabis and associated manufacturing activities related to other cannabis products to be offered by Green Wave, including, but not limited to, concentrates, tinctures, edibles and other delivery methods.

(u) The following list consists of most, but not all, activities that Manager will conduct relative to the Cultivation Services contemplated herein. Manager will provide:

- a Head Cultivator;
- two (2) Cultivation Assistants; (2) trimmers;

- two (2) Curing / Packaging members to oversee and manage cultivation team;
- Quality Control Manager
- Inventory Manager
- Packaging & Labeling Lead
- Trimming / Curing & Packaging Lead
- Thirteen (13) fulltime budtenders
- Seven (7) fulltime packaging team members who will work directly with Green Wave CC to ensure compliance along with a reliable supply of medical grade cannabis.
- Manager will cultivate approximately (50) pounds of cured and packaged medical grade cannabis.
- Manager will monitor water quality through random samples to ensure a quality product.
- Manager will provide (12) strains from our $200,000 genetics bank. This is a collection of highly desired and sought after plants strains.
- Manager will share all proprietary Standard Operating Procedures as part of this service contract.
- Manager will maintain a clean environment ensuring medical grade cannabis for patients while following all applicable regulations.
- Manager will procure from cultivation licensees all menu items at the direction of Head Cultivator and the Dispensary Manager. Items to include but not limited to flower (thc / cbd / indica / sativa), vape pens, concentrates, edibles, pre-rolls, capsules, tinctures, topical salves, and other marijuana infused products allowed per the DBR.
- Manager will order all proprietary nutrient blends along with a well-balanced medium for plants to grow.
- Manager will provide all cultivation equipment **to include the maintenance and replacement costs of the following items:** (72) LED lights; (4) Quest Dehumidifiers; (4) Mitsubishi Four-Ton HVAC Units; (3) Mitsubishi Three-Ton HVAC Units; (12) Mobile Cultivation Racks; Feeding lines, reservoirs, and

circulation pumps; (12) Circulating Fans; Testing Equipment to include pH, ppm, and temperature monitoring; A comprehensive CO2 system to include maintenance; Environmental Control and Monitoring Systems; Supply a full maintenance and janitorial close and will provide all appropriate insurances not including crop insurance, for these items.

Security Services

(v) Providing Security Services for any and all Green Wave facilities, which shall include but not, be limited to, the provision of

- a Chief Security Officer;
- Six (6) full time security guard;
- Two (2) part-time security guards;
- Approved vehicles for all transportation needs and deliveries per Security Team policies, procedures and regulations;
- Manager will contract with a licensed security/alarm company and will comply with all routine maintenance requirements, as well as DBR regulations.

Managers' Covenants, Warranties and acknowledgements to Green Wave.

(a) Manager covenants to comply with all Green Wave CC policies, procedures, and manuals;

(b) When applicable, Manager will be covenants to provide a manifest with passing laboratory results prior to scheduling any deliveries;

(c) Manager covenants that all material deliveries will be made to the Secured Entrance located at the rear of the building;

(d) Manager covenants to provide services that meet all State and Department of Business Regulation requirements according to but not limited to pesticide applications, sanitation, laboratory testing standards, along with all schedules and standards required for quality assurance;

(e) Manager covenants that all of its personnel will be knowledgeable in O.S.H.A. safety practices and will comply with all applicable regulations;

(f) Manager agrees and acknowledges that it is responsible for the safety of its employees and will be responsible for all violations caused by them;

(g) Manager is agrees and acknowledges that it is responsible to have delivery personnel capable of communicating clearly with the appropriate Green Wave CC Managers / Representatives;

(h) Manager acknowledges and agrees that it is its responsibility to clean all trash and debris generated from such delivery per this agreement and legally dispose of it upon completion of delivery;

(i) Manager will certify scales and other measurement or weighing devices according to regulations.

(j) Manager covenants that it will be responsible for providing weekly updates on upcoming harvest schedules so that inventory management can prepare for patient's requests;

(k) Manager will utilize and is well-trained and versed on seed to sale / medical marijuana tracking program and allow Green Wave CC staff view only access for inventory management purposes.

(l) Manager covenants that all agents will be HIPAA certified and be required to follow all COVID-19 protocols;

(m) Manager covenants to provide services that meet all State and Department of Business Regulation requirements according to but not limited to employment and employee, agent, volunteer, or additional staff policies;

(n) Manager covenants to conform its practices to all security requirements that are listed throughout the Green Wave CC policies and procedures an further covenants that all staffing will ensure all security measures are met and agrees to work with the Green Wave CC Compliance Officer's at all times as it relates to all facility matters. Security staff hours, roles and responsibilities will remain the same as detailed in the Green Wave CC policies and procedures;

(o) Manager covenants that all staff will be required to follow HIPAA protocols, along with all of the Green Wave CC policies and procedures for verifying medical marijuana cards, taking new or out of state patients along with providing welcome kits to all new patients and

(p) Manager agrees to be compliant with all policies and procedures listed within the Green Wave CC manuals to include but not limited to medical marijuana

tracking software, measures to ensure safe and accurate record keeping, cyber security, and all other DBR regulations.

(q) Manager shall have access operating accounts and checking accounts in the name of Green Wave and to maintain the right to execute checks as approved by Green Wave CC and the Regulations.

Section 1.08 Scope of Authority; Cooperation: Without limiting the generality of the foregoing Management Services, Consulting Services and Research and Development Services, Procurement Services, Property Management Services and Security Services, Manager shall be permitted to carry out the performance of the Management Services using commercially reasonable methods in the name of Green Wave.

ARTICLE II
MANAGEMENT, CONSULTING, RESEARCH AND DEVELOPMENT FEES

Section 2.01 Management Fee. During the Term, as consideration for the Management Services, Green Wave shall pay Manager a management fee ("**Management Fee**") in the amount described in **Schedule A hereto.**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.02 Consulting Fee. During the Term, as consideration for the Consulting Services, Green Wave shall pay Manager a consulting fee ("**Consulting Fee**") in the amount described in **Schedule B hereto**.. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.03 Research and Development Fee. During the Term, as consideration for the Research and Development Services, Green Wave shall pay Manager a research and development fee ("**Research and Development Fee**") in the amount described in **Schedule C hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.04 Procurement Services Fee. During the Term, as consideration for the Procurement Services, Green Wave shall pay Manager a procurement services fee ("**Procurement Services Fee**") in the amount described in **Schedule D hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.05 Property Management Service Fee. During any Terms and following DBR approval, as consideration for the Property Management Services, Green Wave shall pay Manager a property management fee ("**Property Management Services Fee**") in the amount described in **Schedule E hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.06 Cultivation Service Fee. During the Term, as consideration for the Cultivation Services, Green Wave shall pay Manager a property management fee ("**Cultivation Services Fee**") in the amount described in **Schedule F hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.07 Security Service Fee. During the Term, as consideration for the Security Services, Green Wave shall pay Manager a security service fee ("**Security Services Fee**") in the amount described in **Schedule G hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.08 Reimbursement of Expenses. Manager shall be reimbursed for expenses for purchases or services provided by third party unaffiliated vendors. Said demand for payment shall be delivered with copies of original invoices from manufacturer or vendor and proof of payment. Manager shall be reimbursed for purchases or services provided by affiliates of Manager. Demand for payment shall be shall be delivered with copies of original invoices from manufacturer or vendor and proof of payment.

Section 2.09 Intellectual Property. Except as otherwise noted herein, all work or deliverables, including any and inventions, improvements, materials, documentation, techniques, methods and processes, which are created, made, prepared or developed by Manager in connection with the performance of the Management Services, Consulting Services and/or Research and Development Services, including and all intellectual property rights related thereto, will be the property of Manager ("**Post-Agreement Manager Intellectual Property**").

Section 2.10 Books and Records. Manager shall maintain and keep on behalf of Green Wave books and records consistent with GAAP and the requirements of DBRMMP, as well as the Rhode Island Division of Taxation and any and all rules and regulations relative to maintain Green Wave's non-profit status. Manager shall deliver to Green Wave's Treasurer, all books, and records, which shall be deemed necessary so as to permit to prepare quarterly financial reports for the benefit of the parties.

ARTICLE III
TERM AND TERMINATION

Section 3.01

Term. The initial term of this Agreement shall commence on Effective Date and continue for a period of five (5) year(s) and shall automatically extend for an additional five (5) year term unless terminated by agreement of the parties.

Section 3.02

Termination. This Agreement may be terminated by: (a) the mutual written agreement of the Parties; or (b) by Green Wave with written notice to Manager, which notice must contain a provision containing a right to cure any default for a period of forty five (45) days from notice, stipulating the intended date of termination, upon the occurrence of any one of the following events: (i) the failure of manager to make payments required pursuant to the terms and conditions of the Sales Agreement ("Agreement"); (ii) the failure to deliver to the Green Wave Treasurer the required financial information in a timely manner; (iii) the failure to pay tax payments required to be paid by Green Wave for the operation of the business. At that time, Green Wave shall have the right to declare a default of this Agreement.

Section 3.03

Obligation to Defend. In the event that legal action is instituted by the United States

of America, the state of Rhode Island, or any agencies of the State of Rhode Island, contesting the right to grow, sell, manufacture, process medical marijuana, Green Wave and Manager will cooperate in defending any action, and appealing any Judgment, until all rights of appeal have expired.

ARTICLE IV
NO OWNERSHIP; NO CHANGE OF CONTROL

Section 4.01 No Manager Ownership or Change of Control. In complete compliance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, the DBRMMP and any and all rules and regulations promulgated thereunder nothing contained herein shall be construed to be an actual, effective, or deemed grant of ownership or any other beneficial interest in, or change control over, the Proposed License to the Manager. Regardless of any other provision of this Agreement, nothing herein shall be deemed or construed as a transfer, assignment, sale, or conveyance of the Proposed License to Manager or any of the Manager's successors, affiliates, agents, volunteers, employees, owners or contractors.

Section 4.02 Medical Marijuana and/or Cannabis Products. The Parties acknowledge and agree that all marijuana or cannabis and marijuana or cannabis products grown, cultivated, processed, possessed, packaged or offered for sale by the Manager at the Business, shall remain the sole and exclusive property of Green Wave, as the sole and exclusive holder of the Proposed License. Nothing herein shall serve be interpreted to restrict or limit this claim to ownership.

Section 4.01

Independent Contractor Status. The relationship of Manager to Green Wave is that of an independent contractor and none of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties, and it is understood and agreed that Manager is at all times acting and performing the Management Services pursuant to this Agreement as an independent contractor and not as an employee of Green Wave, and for all purposes, including federal and state tax purposes, Manager will not be treated as an employee with respect to the rendering of the Management Services, Consulting Services and/or Research and Development Services. As such, Green Wave shall not withhold taxes with respect to Manager's Compensation hereunder. Green Wave shall not control or direct the manner or methods by which Manager performs the Management Services set forth in this Agreement; provided, however, Manager shall be responsible for performing the Management Services in a manner so as, at all times, to ensure that the contemplated Management Services are completed and performed in a competent, efficient and satisfactory manner, and in accordance with all applicable laws and regulations in all material respects.

Section 4.02

No Methods. The Parties expressly agree that Green Wave has not established the specific methods of how Manager should perform the Management Services pursuant to this Agreement. Green Wave is relying on Manager's knowledge, experience and expertise as

an expert in the management and operation of medical marijuana and/or cannabis facilities. Further, the Parties agree that Green Wave has not provided Manager with training with respect to the Management Services, Consulting Services and/or Research and Development Services which Manager shall render on behalf of Green Wave, pursuant to this Agreement.

ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 5.01 Budget. Manager will supply an annual budget of sales and expenses for Green Wave and also provide updates om a monthly basis.

Section 5.02 Representations, Warranties and Covenants of Manager. Manager hereby represents, warrants, and covenants that: (i) it is a corporation which was duly incorporated and organized, and is validly existing under the laws of Rhode Island and qualified to conduct business in the State of Rhode Island; (ii) it is duly qualified to carry out its business, and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities makes such qualifications necessary, except where failure to be duly qualified or in good standing, would not have a material adverse effect on its business or operations and of its ability to fulfill its duties, responsibilities or obligations hereunder; (iii) it has the full right, power, and authority, and has taken all company action necessary, to enter into this Agreement and be bound by the terms of this Agreement without the consent of any other person or entity; (iv) the execution and delivery of this Agreement and the performance by it of its obligations pursuant to this Agreement do not and will not constitute a breach of or a default under any other agreement or obligation applicable to Manager; (v) upon execution and delivery of this Agreement, this Agreement will constitute the valid and binding obligation of Manager, its agents, officers, affiliates, successors and assigns; and (vi) it shall cause all Management Services to be delivered to or on behalf of Green Wave hereunder with properly trained and credentialed personnel, in a good and workmanlike manner, and in accordance with this Agreement and all applicable Laws.

ARTICLE VI
INDEMNIFICATION

Section 6.01 Indemnity Obligations. The Manager shall, to the fullest extent permitted by all applicable Laws, indemnify, defend and hold harmless Green Wave, its affiliates, members, officers, managers, employees and agents ("**Green Wave Indemnified Persons**") from and against any and all Losses which a Green Wave Indemnified Person may suffer, incur or pay arising out of or resulting from: (i) any breach by the Manager of any of its covenants or obligations set forth in this Agreement; and/or (ii) any inaccuracy in or breach by the Manager of any of the representations or warranties of the Manager set forth in this Agreement. Green Wave shall, to the fullest extent permitted by applicable

Law, indemnify, defend and hold harmless Manager and its affiliates and respective officers, members, directors, employees and agents ("**Manager Indemnified Persons**") from and against any and all Losses which a Manager Indemnified Person may suffer, incur or pay arising out of or resulting from: any breach by Green Wave of any of the representations, warranties and covenants of this Agreement.

Section 6.02 Indemnification Claim Process. If any action, suit, claim, proceeding or investigation is begun, made or instituted as a result of which the Party entitled to provide indemnification hereunder ("**Indemnitor**") may become obligated to an individual or entity entitled to indemnification pursuant to Section 6.01 ("**Indemnitee**"), Indemnitee shall give written notice to the Indemnitor within five (5) business days of its receipt of notice of such action, suit, claim, proceeding or investigation specifying in reasonable detail the facts upon which the claimed right to indemnification is based; provided, that the failure to timely give such notice shall not relieve the Indemnitor of its indemnification obligations hereunder except to the extent that such failure has a material prejudicial effect on the Indemnitor with such action, suit, claim, proceeding or investigation. The Indemnitor shall assume the defense of such action, suit, claim, proceeding or investigation; and the Indemnitee shall have the right (but not the obligation) to participate at their own expense by counsel of it choice in such defense but shall, at the cost of the Indemnitor, cooperate with and assist the Indemnitor to the extent reasonably possible; provided, that if (i) the Indemnitor and the Indemnitee are both named Parties to an action, suit, claim, proceeding or investigation and the Indemnitee shall have reasonably concluded that representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them or (ii) the Indemnitor is not entitled to a legal defense or counterclaim available to the Indemnitee, then the Indemnitor shall be liable for the reasonable fees and expenses of one outside counsel to the Indemnitee in each jurisdiction for which the Indemnitee reasonably determines counsel is required.

Section 6.03 Limitation on Settling Claims. The Indemnitor shall not, without the prior written consent of the Indemnitee, settle, compromise or offer to settle or compromise any action, suit, claim, proceeding or investigation on a basis that would result in: (i) injunctive or other nonmonetary relief against the Indemnitee or any affiliate of the Indemnitee, including, without limitation, the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnitee or any affiliate of the Indemnitee, (ii) a finding or admission of a violation of applicable law or violation of the rights of any individual or entity by the Indemnitee or any affiliate of the Indemnitee or (iii) any monetary liability of the Indemnitee or any affiliate of the Indemnitee that will not be promptly paid or reimbursed by the Indemnitor. An Indemnitee shall not, without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, conditioned or delayed, settle, compromise or offer to settle or compromise any action, suit, claim, proceeding or investigation for which indemnification has been, or will be, sought against the Indemnitor pursuant to Section 6.01.

ARTICLE VII
CONFIDENTIAL INFORMATION

Section 7.01 Confidential Information Defined. Neither Party shall disclose or use non-public, confidential or proprietary information ("**Confidential Information**") of the other Party except in connection with the performance of its obligations under this Agreement. The Parties agree that, except as otherwise provided herein and subject to the license granted pursuant to Section 2.02, Manager Intellectual Property shall constitute the Intellectual Property of Manager. In addition, each Party agrees to use reasonable care, but in no event less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized disclosure and/or use of the Confidential Information of the other Party. For purposes of this Article VII, Green Wave and Manager shall include each entity individually, together with their respective employees and agents, as well as each of their respective affiliates, and their affiliates' respective employees and agents.

Section 7.02 Exceptions. per 2.02 shall not, however, apply to any information of a Party ("**Disclosing Party**") that (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party ("**Receiving Party**"); (ii) was within the Receiving Party's possession prior to its being furnished to the Receiving Party by the Disclosing Party; or (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; provided, that with respect to clauses (ii) and (iii) above, the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other individual or entity with respect to such information. A Receiving Party may disclose Confidential Information of the Disclosing Party to those third parties who have a need to know such information for the purpose of assisting the Receiving Party in performing its obligations under this Agreement if, and only if, the Receiving Party: (i) instructs any such third party that the Confidential Information of the Disclosing Party is confidential and proprietary and is to be held in strict confidence pursuant to the terms of this Article VII and (ii) prior to disclosing any such Confidential Information, provides a copy of this Article VII to each such third party and obtains each such third Party's agreement to comply with and be bound by the terms of this Article VII as if it were a Party (including, without limitation, as a "**Receiving Party**" hereunder). If a Receiving Party is compelled by deposition, interrogatory, subpoena, civil investigative demand or similar process, or upon demand of any governmental authority with jurisdiction over it or as otherwise required by applicable law ("**Disclosure Demand**") to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice of each such Disclosure Demand so that the Disclosing Party may (at its expense) seek an appropriate protective order or other appropriate remedy and/or grant a limited waiver of the Receiving Party's compliance with the confidentiality and non-disclosure provisions of this Article VII. In addition, if requested by the Disclosing Party, the Receiving Party shall assist the Disclosing Party at

the Disclosing Party's expense in obtaining a protective order and taking other legally available steps to resist or narrow any such Disclosure Demand. If such protective order or other remedy is not obtained promptly, the Receiving Party may furnish that portion (and only that portion) of such Confidential Information which, in the written opinion of the Receiving Party's counsel, the Receiving Party is legally required to disclose and will otherwise exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any such Confidential Information.

Section 7.03 Obligations After Agreement. Upon the termination or expiration of this Agreement, each Party will promptly return to the other Party all Confidential Information of such Party; provided, that the Receiving Party shall be entitled to keep a copy of such information, subject to its ongoing obligations under this Paragraph 6, to the extent required under applicable Law, as necessary to comply with its obligations under this Agreement, legal record-keeping requirements or in connection with any action, suit, claim, proceeding or investigation related to this Agreement. That portion of the Confidential Information of the Disclosing Party that may be found in analyses, compilations, studies or other documents prepared by the Receiving Party will be held by the Receiving Party and kept subject to the terms of this Article VII.

Section 7.04 Remedies for Breach. In the event of breach of this Article VII, the breaching Party agrees to pay the non-breaching Party any and all Losses incurred by the non-breaching Party as a result of the breach. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Article VII and that the non-breaching Party shall be entitled to petition a court of competent jurisdiction for specific performance and injunctive and other equitable relief for any such breach, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Paragraph 6 but shall be in addition to all other remedies at law or in equity to either Party.

Section 7.05 Disclosure to Rhode Island Department of Business/DBRMMP.. A copy of this Agreement shall be submitted to the DBRMMP, and such terms shall therefore NOT be considered Confidential Information. If the DBRMMP requests changes to this Agreement as required by any of the Laws, the Parties shall collaborate in good faith and with due diligence to address any such request in accordance with all applicable Laws.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01 Notices. Any and all written notices as required herein shall be deemed properly given upon the earlier of (i) three (3) days after deposit with the United States Postal Service if sent by registered or certified mail, return receipt requested, postage prepaid, (ii) tender if delivered by hand, to the addresses set forth below, (iii) receipt or (iv)

one (1) day after the delivery to a recognized overnight delivery service: If to Manager: Attn: Current President and Vice President, If to Green Wave: Attn: President and Vice President.

Section 8.02 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Green Wave, its successors and assigns, on the one part and Manager, its successors and assigns, on the other part, it being understood, however, that the Parties may expressly agree to any such relationship by a separate written agreement.

Section 8.03 Modification and Changes. This Agreement cannot be changed or modified except by another agreement in writing signed by the Party sought to be charged therewith, or by its duly authorized agent.

Section 8.04 Partial Invalidity/Severability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement, or without invalidating or affecting the provisions of this Agreement within the states or localities where not prohibited or otherwise invalidated by law or by court decree. Further, if any provision of this Agreement shall be held unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

Section 8.05 Public Announcements. Unless otherwise required by applicable law, no Party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed).

Section 8.06 Further Assurances. Following the execution of this Agreement, each Party shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 8.07 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.08 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of

this Agreement and the documents to be delivered hereunder, and the Exhibits, the statements in the body of this Agreement shall control.

Section 8.09 No Third-party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.10 Waiver. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction).

Section 8.12 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the Rhode Island Superior Court, Providence County, Rhode Island,, and in no other venue, and each Party irrevocably submits to the exclusive jurisdiction of this court in any such suit, action or proceeding.

Section 8.13 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Schedules A-G

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Witness:

GREEN WAVE CC, INC.

By: _____
Name: Christopher O. Sanos
Title: President

Witness:

SOUTH COUNTY CULTIVATORS, INC.

By: _____
Name: Richard Comolli
Title: President

Schedule A - Management Fee

Schedule B - Consulting Fee

Schedule C – Research & Devolpment Fee

Schedule D - Procurement Services Fee

Schedule E – Property Management Service Fee

Schedule F – Cultivation Service Fee

Schedule G - Security Service Fee

BUILDING LEASE

This Building Lease (the "Lease") is made and entered into this 3rd day of December , 2020 between the parties and upon the terms and conditions hereinafter set forth. If any provision relating to which a blank is to be filled in, is not filled in, it is inapplicable. "). **It is expressly acknowledged that this Lease shall be of no force and effect until such time as the Rhode Island Department of Business Regulation Medical Marijuana Program ("DBRMMP") awards to Green Wave a medical marijuana compassion center license. The Parties further acknowledge and agree that if the aforementioned-events do not occur, than this Lease shall have never had effect and will otherwise remain null and void as the award of a medical marijuana compassion center license to Green Wave is an express condition precedent to the Parties' mutual obligations under the Lease.**

SECTION 1. INFORMATION

1. Date of Execution of the Lease: December 3, 2020

2. Identity of "Landlord": Greenway Realty, LLC, with a mailing address of 45 General Stanton Lane Charlestown, RI.

3. Identity of "Tenant": Green Wave CC, Inc.

4. Description of the "Building" :187 Danielson Pike Foster, RI 02825 Plat 10 Lot: 0025B, consisting of a 2,900 sqft retail building.

5. "Term" of the Lease: Two (2) three year renewals

   "Initial Term": Three (3) years

   "Commencement Date: Award of License

7. "Purpose" Operation of Medical Marijuana Compassion Center pursuant to Rhode Island Law and Department of Business Regulation's Medical Marijuana Program's Rules and Regulations

8. "Security Deposit" [redacted]

9. "Base Rent"

   (a) [redacted]he monthly rental shall be [redacted]

   (b) CAM Charge Eight Hundred[redacted]monthly

NAC 12-3-2020

In presence of:

Greenway Realty, LLC

Lessor

WITNESS

By: _____ 12-5-2020

Managing Member Richard D. Small

Green Wave CC, Inc.

Lessee

WITNESS

By: _____

Director

181 Howard Hill Road · Foster, RI 02825
Phone: (401)392-9200 · Fax: (401)702-5010

Town of Foster

Est. 1781

ZONING CERTIFICATE

Date:

PLAT: 10 LOT: 0025/B POLE NO:

I. APPLICATION

Owner: Robert Paolissi

Lessee: GREEN WAVE CC

Street Address: 187 Danielson Pike

Town/State/Zip Code: FOSTER, RI 02825

Zoning district in which premises are located: GENERAL BUSINESS MIXED USE LARGE Bus Mdl-94 Commercial

Existing use of premises: Pool Supply

Proposed use of premises: MEDICAL MARIJUANA COMPASSION CENTER

Dimensions of proposed building: 2,900 SQFT 64x30 & 34x29

Extent of proposed alterations:

Section of Zoning Ordinances which permits this use, structure, or sign:

ARTicle I; IN General Section 38-2 Definitions

Section 38-191 TABLE OF USES ARTICLE IV USES

Signed: Robert Paolissi Address: [redacted] Phone No [redacted]

NOTE: **The Zoning Official may require that copies of plans and specifications, and such other information as may be deemed necessary, be filed with this application.**

II. CERTIFICATE

I hereby certify that the proposed use, structure, or sign conforms to the provisions of the Town of Foster Zoning Ordinances.

Date: 11/30/2020 Zoning Official: Elliott A. Bishop

CONSENT OF THE STOCKHOLDER
OF

South County Cultivators, Inc.

The undersigned, being the Stockholders of SOUTH COUNTY CULTIVATORS, INC., do hereby (a) pursuant to Section 7-1.1-30.2 of the Rhode Island Business Corporation Act, waive any required notice of a Stockholder's meeting, and (b) pursuant to Section 7-1.1-30.3 of said Act, consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. That the actions of the Incorporator(s) set forth in the Consent of Incorporator dated the 9th day of December, 2020 be, and they hereby are, ratified, approved and confirmed to be effective at such time as the Rhode Island Department of Business Regulation Medical Marijuana Program awards to Green Wave CC, INC., a Rhode Island Non-Profit Corporation, a Compassion Center License, pursuant to The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act. Shall that event not come to pass, said By-laws will have never become operable and will otherwise continue to be null and void.

2. That the Corporation and its Stockholder(s) elect that the Corporation be a "close corporation" pursuant to the provisions of Section 7-1.1-51 of the Rhode Island Business Corporation Act, as amended, and its Stockholder(s) specifically approve the privileges afforded the Corporation under the provisions of said Section 7-1.1-51 of said Act.

3. That the fiscal year of the Corporation shall end on December 31 of each year.

Christopher Sands

Richard Comolli

Gregory Roebuck

Raymond Lamont

Marc Gertsacov

Christopher Spagnole

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Appoint Christopher Sands to serve as the Green Wave CC, Inc.'s President.
2. Appoint Gregory Roebuck to serve as the Green Wave CC, Inc.'s Vice President.
3. Appoint Susan Gertsacov to serve as the Green Wave CC, Inc.'s Treasurer and Secretary.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III D.O.

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Subject to the award of a Rhode Island Medical Marijuana Compassion Center License to Green Wave CC, Inc., a Non-Profit Corporation, organized under the laws of the State of Rhode Island, and the Rhode Island Department of Business Regulation's approval of the merger of the Rhode Island Medical Marijuana Cultivator Licensee therewith, the Corporation enters into the Agreement, attached hereto as **Exhibit A**, with South County Cultivators, Inc., wherein South County Cultivators shall serve as a management and consultant company to Green Wave CC, Inc., as more specifically described therein.

2. It is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Christopher Sands and Richard Comolli are Stockholders of South County Cultivators, Inc. and Corporate Officers of South County Cultivators, Inc., and that such interests and relationships are known to the Board of Directors and Green Wave CC, Inc., as South County Cultivators, Inc. has provided to Green Wave CC, Inc., as well as its Directors, South County Cultivator, Inc.'s By-Laws; issued Capital Stock Certificates and any and all other business records within South County Cultivator, Inc.'s possession, custody and control. In addition, it is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Marc Gertsacov, the spouse of Green Wave CC, Inc.'s Treasurer and Secretary, Susan

Gertsacov, is a Stockholder of South County Cultivators, Inc., and that such interests and relationships are known to the Corporation and its Stockholders.

3. It is further expressly acknowledged by the Directors and the Corporation that the Agreement, **Exhibit A**, is commercially fair and reasonable based upon due diligence and market research performed by the Directors prior to the Consent contained herein.

4. Green Wave CC, Inc., is authorized and approved to enter into **Exhibit A** with South County Cultivators, Inc.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III

PROMISSORY NOTE

[redacted]

Warwick, Rhode Island December 9 th, 2021

LOAN: FOR VALUE RECEIVED, the Undersigned unconditionally (and jointly and severally, if more than one) promises to pay to **David R. Comolli and Donna M. Comolli** ("Lender"), or order, at their residence at [redacted] or at such other place as may be designated in writing by Lender, the principal sum of [redacted] and [redacted] together with interest in arrears from the date hereof on the unpaid principal balance hereunder, computed daily, at the RATE of seven (7%) percent per annum indicated below payable in accordance with the particular PAYMENT SCHEDULE indicated below.

RATE: Interest will be calculated on the basis of the actual number of days elapsed over a year of 360 days. Whenever there is an Event of Default in existence under this Note, the RATE of interest on the unpaid principal and interest shall, at the option of Lender, be at the Default Rate (hereinafter defined).

Notwithstanding any other limitations contained in this Note, Lender does not intend to charge and the Undersigned shall not be required to pay any interest or other fees or charges in excess of the maximum permitted by applicable law. Any payments in excess of such maximum shall be refunded to the Undersigned or credited against principal.

From the date hereof until 2031, the RATE shall be Seven and 00/100 percent (7%).

PAYMENT SCHEDULE: [redacted]

[redacted]

ADDITIONAL TERMS AND CONDITIONS:

1. The maker and any co-makers, any indorser hereof or any other party hereto or any guarantor hereof (collectively "Obligors") and each of them: (i) waives presentment, demand, notice of demand, protest, notice of protest and notice of nonpayment and any other notice required to be given under the law to any of Obligors, in connection with the delivery, acceptance, performance, default or enforcement of this Note, of any indorsement or guaranty of this Note or of any document or instrument evidencing any security for payment of this Note; (ii) consents to any and all delays, extensions, renewals or other modifications of this Note or waivers of any term hereof or release or discharge by Lender of any of Obligors or release, substitution or exchange of any security for the payment hereof or the failure to act on the part of Lender or any indulgence shown by Lender, from time to time and in one or more instances (without notice to or further assent from any of Obligors), and agrees that no such action, failure to act or failure to exercise any right or remedy, on the part of Lender shall in any way affect or impair the obligations of any Obligors or be construed as a waiver by Lender of, or otherwise affect, any of Lender's rights under this Note, under any indorsement or guaranty of this Note or under any document or instrument evidencing any security for payment of this Note; and (iii) (jointly and severally, if more than one) agrees to pay, on demand, all costs and expenses of collection of this Note or of any indorsement or any guaranty hereof and/or the enforcement of Lender's rights with respect to, or the administration, supervision, preservation, protection of, or realization upon, any property securing payment hereof, including reasonable attorneys' fees.

2. This Note is delivered in and shall be construed under the internal laws (and not the law of conflicts) of the State of Rhode Island, and in any litigation in connection with, or enforcement of, this Note or of any indorsement or guaranty of this Note or any security given for payment hereof, Obligors, and each of them, CONSENTS TO AND CONFERS PERSONAL JURISDICTION ON COURTS OF THE STATE OF RHODE ISLAND OR OF THE FEDERAL GOVERNMENT, AND EXPRESSLY WAIVES ANY OBJECTIONS AS TO VENUE IN ANY OF SUCH COURTS, AND AGREES THAT SERVICE OF PROCESS MAY BE MADE ON OBLIGORS BY MAILING A COPY OF THE SUMMONS TO THEIR RESPECTIVE ADDRESSES. The term "Lender" as used in this Note shall include Lender's successors, indorsees and assigns.

3. The following shall constitute events of Default:

   (a) any representation or warranty made herein, or in any report, certificate, financial statement or other instrument furnished in connection with this Loan, or the borrowing

hereunder, shall prove to be false or misleading in any material respect on or as of the date made or deemed made;

(b) default in the payment of any installment of the principal of, or fees or interest on, the Note within ten (10) days after the date when the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or by acceleration or otherwise;

(c) default, after the expiration of any applicable grace periods, in the payment of any installment of the principal of, or fees or interest on, any other Indebtedness of the Obligor to the Lender after the date when the same shall become due and payable giving effect to any grace or cure period;

(d) default in the due observance or performance of any covenant, condition or agreement contained in the Note (other than payment) or in the Security Documents, and the failure of Obligor to commence curing such default following a period of twenty (20) days after notice from Lender;

(e) default in the due observance or performance of any other covenant, condition or agreement, on the part of the Obligor to be observed or performed pursuant to the terms hereof, and the failure of Obligor to commence curing such default following a period of twenty (20) days after notice from Lender;

(f) default, after the expiration of any applicable grace or cure periods, in the due observance or performance of any covenant, promise or provision contained in any other agreement of the Obligor in favor of the Lender, including without limitation, any other note, loan agreement, mortgage deed, security document;

(g) the Obligor shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of it or any of its property, (ii) admit in writing inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or if partnership action shall be taken for the purpose of effecting any of the foregoing;

(h) an order, judgment or decree shall be entered, without the application, approval or consent of the Obligor by any court of competent jurisdiction, approving a petition seeking reorganization of the Obligor or appointing a receiver, trustee or liquidator of the Obligor or of all or a substantial part of the assets of the Obligor, provided, however, with respect to such involuntary proceedings, the Obligor shall have ninety (90) days from the date of such order, judgment or decree to discharge the same;

(i) final judgment for the payment of money in excess of an aggregate of [redacted] shall be rendered against the Obligor and the same shall remain undischarged for a period of thirty (30) consecutive days, during which execution shall not be effectively stayed;

(j) any Event of Default shall occur and be continuing under any Guaranty;

(k) any Guarantor shall terminate his Guaranty;

(l) loss, theft, damage or destruction of any material portion of the Collateral for which there is either no insurance coverage or for which, in the opinion of the Lender, there is insufficient insurance coverage;

(m) if (i) any "notice of violation", "notice of responsibility" or other similar order is issued by any one or more Governmental Authorities against the Premises or the Obligor under any applicable Hazardous Waste Law and remains undischarged for a period of ninety (90) days after the issuance thereof or such lesser period of time stated in said notice or in any Hazardous Waste Law or (ii) if any lien or claim is filed or arises against the Premises under any Hazardous Waste Law;

(n) the Security Documents shall at any time after their execution and delivery and for any reason cease (a) to create a valid and perfected mortgage and/or security interest in and to the property purported to be the subject thereof and/or in the priority agreed to by the parties thereto; or (b) to be in full force and effect or shall be declared null and void, or the validity or enforceability thereof shall be contested by the Obligor, or the Obligor shall deny it has any further liability or obligation under the Security Documents; or

(o) if any easement over, across or under or otherwise affecting the Premises or any portion thereof (other than customary utility easements) shall be granted without the Lender's prior written consent.

4. Whenever there is an Event of Default in existence under this Note, (a) the entire balance outstanding hereunder and all other liabilities, indebtedness and obligations of Obligors to Lender (however acquired or evidenced) shall, at the option of Lender, become forthwith due and payable, without presentment, notice, protest or demand of any kind (all of which are expressly waived by Obligors) for the payment of the whole or any part hereof, and/or (b) to the extent permitted by law, the rate of interest on the unpaid principal shall, at the option of Lender, be increased to four (4) percentage points per annum greater than that which would otherwise be applicable (the "Default Rate"). Failure at any time to exercise any of the aforesaid options or any other rights of Lender hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of the aforesaid options or rights at a later date.

5. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect or in the event that any one or more of the provisions of this Note operate or would prospectively operate to

invalidate this Note, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

6. Obligors, and each of them, hereby expressly WAIVE ANY RIGHT TO TRIAL BY JURY of any claim, demand, action or cause of action (a) arising under this Note or any other instrument, document or agreement executed or delivered in connection herewith, (b) in any way connected with or incidental to the dealings of Obligors or Lender or any of them with respect to this Note or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether sounding in contract or tort or otherwise; AND OBLIGORS HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF OBLIGORS TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

WITNESS:

OBLIGOR:
GREEN WAVE CC, INC.

By:

PROMISSORY NOTE

[redacted]

Warwick, Rhode Island December 9 th, 2020

LOAN: FOR VALUE RECEIVED, the Undersigned unconditionally (and jointly and severally, if more than one) promises to pay to **David R. Comolli and Donna M. Comolli** ("Lender"), or order, at their residence at [redacted] or at such other place as may be designated in writing by Lender, the principal sum of [redacted] together with interest in arrears from the date hereof on the unpaid principal balance hereunder, computed daily, at the RATE of five (7%) percent per annum indicated below payable in accordance with the particular PAYMENT SCHEDULE indicated below. **It is expressly acknowledged by Undersigned that Undersigned shall have no right or entitlement to any monies from Lender, pursuant to this Promissory Note, until such time as the condition precedent(s), as delineated in the Agreement between Undersigned and Lender, attached as Exhibit A hereto. Should the conditions precedent(s) contained in Exhibit A, than in that event Undersigned shall have no right or entitlement to any monies from Lender, pursuant to this Promissory Note.**

RATE: Interest will be calculated on the basis of the actual number of days elapsed over a year of 360 days. Whenever there is an Event of Default in existence under this Note, the RATE of interest on the unpaid principal and interest shall, at the option of Lender, be at the Default Rate (hereinafter defined).

Notwithstanding any other limitations contained in this Note, Lender does not intend to charge and the Undersigned shall not be required to pay any interest or other fees or charges in excess of the maximum permitted by applicable law. Any payments in excess of such maximum shall be refunded to the Undersigned or credited against principal.

From the date hereof until 2031, the RATE shall be Seven and 00/100 percent (7%).

PAYMENT SCHEDULE: [redacted]

ADDITIONAL TERMS AND CONDITIONS:

1. The maker and any co-makers, any indorser hereof or any other party hereto or any guarantor hereof (collectively "Obligors") and each of them: (i) waives presentment, demand, notice of demand, protest, notice of protest and notice of nonpayment and any other notice required to be given under the law to any of Obligors, in connection with the delivery, acceptance, performance, default or enforcement of this Note, of any indorsement or guaranty of this Note or of any document or instrument evidencing any security for payment of this Note; (ii) consents to any and all delays, extensions, renewals or other modifications of this Note or waivers of any term hereof or release or discharge by Lender of any of Obligors or release, substitution or exchange of any security for the payment hereof or the failure to act on the part of Lender or any indulgence shown by Lender, from time to time and in one or more instances (without notice to or further assent from any of Obligors), and agrees that no such action, failure to act or failure to exercise any right or remedy, on the part of Lender shall in any way affect or impair the obligations of any Obligors or be construed as a waiver by Lender of, or otherwise affect, any of Lender's rights under this Note, under any indorsement or guaranty of this Note or under any document or instrument evidencing any security for payment of this Note; and (iii) (jointly and severally, if more than one) agrees to pay, on demand, all costs and expenses of collection of this Note or of any indorsement or any guaranty hereof and/or the enforcement of Lender's rights with respect to, or the administration, supervision, preservation, protection of, or realization upon, any property securing payment hereof, including reasonable attorneys' fees.

2. This Note is delivered in and shall be construed under the internal laws (and not the law of conflicts) of the State of Rhode Island, and in any litigation in connection with, or enforcement of, this Note or of any indorsement or guaranty of this Note or any security given for payment hereof, Obligors, and each of them, CONSENTS TO AND CONFERS PERSONAL JURISDICTION ON COURTS OF THE STATE OF RHODE ISLAND OR OF THE FEDERAL GOVERNMENT, AND EXPRESSLY WAIVES ANY OBJECTIONS AS TO VENUE IN ANY OF SUCH COURTS, AND AGREES THAT SERVICE OF PROCESS MAY BE MADE ON OBLIGORS BY MAILING A COPY OF THE

SUMMONS TO THEIR RESPECTIVE ADDRESSES. The term "Lender" as used in this Note shall include Lender's successors, indorsees and assigns.

3. The following shall constitute events of Default:

(a) any representation or warranty made herein, or in any report, certificate, financial statement or other instrument furnished in connection with this Loan, or the borrowing hereunder, shall prove to be false or misleading in any material respect on or as of the date made or deemed made;

(b) default in the payment of any installment of the principal of, or fees or interest on, the Note within ten (10) days after the date when the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or by acceleration or otherwise;

(c) default, after the expiration of any applicable grace periods, in the payment of any installment of the principal of, or fees or interest on, any other Indebtedness of the Obligor to the Lender after the date when the same shall become due and payable giving effect to any grace or cure period;

(d) default in the due observance or performance of any covenant, condition or agreement contained in the Note (other than payment) or in the Security Documents, and the failure of Obligor to commence curing such default following a period of twenty (20) days after notice from Lender;

(e) default in the due observance or performance of any other covenant, condition or agreement, on the part of the Obligor to be observed or performed pursuant to the terms hereof, and the failure of Obligor to commence curing such default following a period of twenty (20) days after notice from Lender;

(f) default, after the expiration of any applicable grace or cure periods, in the due observance or performance of any covenant, promise or provision contained in any other agreement of the Obligor in favor of the Lender, including without limitation, any other note, loan agreement, mortgage deed, security document;

(g) the Obligor shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of it or any of its property, (ii) admit in writing inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or if partnership action shall be taken for the purpose of effecting any of the foregoing;

(h) an order, judgment or decree shall be entered, without the application, approval or consent of the Obligor by any court of competent jurisdiction, approving a petition

seeking reorganization of the Obligor or appointing a receiver, trustee or liquidator of the Obligor or of all or a substantial part of the assets of the Obligor, provided, however, with respect to such involuntary proceedings, the Obligor shall have ninety (90) days from the date of such order, judgment or decree to discharge the same;

(i) final judgment for the payment of money in excess of an aggregate of [redacted] shall be rendered against the Obligor and the same shall remain undischarged for a period of thirty (30) consecutive days, during which execution shall not be effectively stayed;

(j) any Event of Default shall occur and be continuing under any Guaranty;

(k) any Guarantor shall terminate his Guaranty;

(l) loss, theft, damage or destruction of any material portion of the Collateral for which there is either no insurance coverage or for which, in the opinion of the Lender, there is insufficient insurance coverage;

(m) if (i) any "notice of violation", "notice of responsibility" or other similar order is issued by any one or more Governmental Authorities against the Premises or the Obligor under any applicable Hazardous Waste Law and remains undischarged for a period of ninety (90) days after the issuance thereof or such lesser period of time stated in said notice or in any Hazardous Waste Law or (ii) if any lien or claim is filed or arises against the Premises under any Hazardous Waste Law;

(n) the Security Documents shall at any time after their execution and delivery and for any reason cease (a) to create a valid and perfected mortgage and/or security interest in and to the property purported to be the subject thereof and/or in the priority agreed to by the parties thereto; or (b) to be in full force and effect or shall be declared null and void, or the validity or enforceability thereof shall be contested by the Obligor, or the Obligor shall deny it has any further liability or obligation under the Security Documents; or

(o) if any easement over, across or under or otherwise affecting the Premises or any portion thereof (other than customary utility easements) shall be granted without the Lender's prior written consent.

4. Whenever there is an Event of Default in existence under this Note, (a) the entire balance outstanding hereunder and all other liabilities, indebtedness and obligations of Obligors to Lender (however acquired or evidenced) shall, at the option of Lender, become forthwith due and payable, without presentment, notice, protest or demand of any kind (all of which are expressly waived by Obligors) for the payment of the whole or any part hereof, and/or (b) to the extent permitted by law, the rate of interest on the unpaid principal shall, at the option of Lender, be increased to four (4) percentage points per annum greater than that which would otherwise be applicable (the "Default Rate"). Failure at any time to exercise any of the aforesaid options or any other rights of Lender hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of the aforesaid options or rights at

a later date.

5. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

6. Obligors, and each of them, hereby expressly WAIVE ANY RIGHT TO TRIAL BY JURY of any claim, demand, action or cause of action (a) arising under this Note or any other instrument, document or agreement executed or delivered in connection herewith, (b) in any way connected with or incidental to the dealings of Obligors or Lender or any of them with respect to this Note or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether sounding in contract or tort or otherwise; AND OBLIGORS HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF OBLIGORS TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

WITNESS:

OBLIGOR:
GREEN WAVE CC, INC.

By:

EXHIBIT A

AGREEMENT IN CONNECTION WITH PROMISSORY NOTE

This ("**Agreement**") is made and entered into as of December 9th, 2020 by and between Green Wave CC, INC. ("**Green Wave**"), a Rhode Island domestic non-profit corporation with a present mailing address of [redacted] and David R. Comolli an Donna M. Comolli ("**Lender**"). As used herein, Green Wave and Manager are hereinafter collectively called the "**Parties**" and individually called a "**Party**."

RECITALS

WHEREAS, the Parties acknowledge and agree that Undersigned executed a Promissory Note with the Principal Sum of [redacted] and 00/100 [redacted] dated December 9th, 2020

Section 1. Condition Precedent(s). The Parties expressly acknowledge and agree that Green Wave shall have no right or entitlement to any monies from Lender, pursuant to the Promissory Note, unless it makes a showing to Lender that Green Wave requires said monies to cover budget overages in relation to the buildout of Green Wave's facilities and Green Wave makes a specific request of a sum certain to Lender the ("Sum Certain"). Lender shall have sole discretion as to whether the materials submitted by Green Wave are sufficient to demonstrate a genuine need of additional funds in the amount of the Sum Certain; however, Lender shall not withhold such approval and authorization unreasonably.

Annex E Narrative

Donna and David Comolli are the parents of Richard Comolli. Donna and David Comolli are lending funds to Green Wave CC, Inc. as noted on the Promissory Notes listed below.

Richard Comolli is the sole owner of South County Cultivators, Inc which is a Class "A" cultivation operation. It was the intent of all documents included within this application to clearly outline that all transitions and share distribution is completely contingent on Green Wave CC, Inc. being awarded a compassion center license. Following this award, the cultivation license will be merged with Green Wave CC while all equipment will remain with South County Cultivators, Inc. who will transition to a management company that provides several services found within the Member Service Agreement listed below. Please see the SCC Inventory list provided below.

Christopher Sands, Gregory Roebuck and Marc Gerstacov are all equity holders with a Class "B" cultivation business named CRI LLC. All are aware of the need to divest interests from CRI LLC in the event Green Wave CC is awarded a compassion Center license.

Please see our Divestiture Plan listed below.

- Please refer to Form 2 for any additional information requested
- All such financial transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

For inclusion in Part 5, CC Exhibit A

As to CRI, LLC, a Rhode Island Limited Liability, which is presently a Rhode Island Medical Marijuana Program Cultivator Licensee

Christopher Sands, Greg Roebuck and Marc Gertsacov are the members of CRI, LLC, a Rhode Island Limited Liability, which is presently a Rhode Island Medical Marijuana Program Cultivator Licensee (License No. [redacted] As such, please consider this as said individuals' disclosure of such licensure. Please also be aware that said CRI, LLC, as well as its Members have a divesture plan in place should the Applicant's Application be successful. Per CRI, LLC's Operating Agreement, attached hereto as **Exhibit A,** in particular, Section 13.4, "Admission of Substitute Members," the above-referenced members shall vote on and pass a membership consent consenting to the substitution of Christopher Sands, Greg Roebuck and Marc Gertsacov as members of CRI, LLC as follows:

- Christopher Sands will be substituted [redacted]
- Greg Roebuck will be substituted [redacted]
- Marc Gertsacov will be substituted w[redacted]

Further, the above-referenced substitution, by and through Section 13.4 of the Operating Agreement, will be wholly dependent on the Rhode Island Department of Business Regulation Medical Marijuana Program granting approval of the same, by and through an application to the Program utilizing the change of ownership form for licensees. Of course, the proposed substitute are ready, willing and able to engage in and satisfy any criminal record requirements as contained in State law and regulations. Should the above-referenced proposed substituted parties not obtain the approval of the Department, in that event Christopher Sands, Greg Roebuck and Marc Gertsacov will identify different individuals for submission to the Department and execute all corresponding corporate paperwork.

As to South County Cultivation, Inc. a Rhode Island Corporation, which is presently a Rhode Island Medical Marijuana Program Cultivator Licensee

Richard Comolli is the sole owner and shareholder of South County Cultivation, Inc., a Rhode Island Corporation, which is presently a Rhode Island Medical Marijuana Program Cultivator Licensee (License No[redacted] Based on State law and the Department of Business Regulations, as a licensed cultivator and Applicant, herein, for the award of a compassion center license, it is the Applicant's understanding based on its analysis of relevant statute and regulations, that if successful, South County Cultivator's License will effectively merge with the Compassion Center Licensed issued to Green Wave CC, Inc. if that event comes to pass, as stated elsewhere in this Application. At such time , per this Application and the documents contained herein South County Cultivation, Inc., will no longer be a licensee and will commence serving as Green Wave CC, Inc.'s Management Company and Consultant.

Should the Rhode Island Department of Business Regulation Medical Marijuana Program determine for whatever reason whatsoever, that there can be no merger of South County Cultivation, Inc.'s cultivation license with Green Wave CC, Inc.'s compassion center license, if so granted, than in that event South County Cultivation, Inc., by and through its sole owner and shareholder, will transfer any and all interests, through the appropriate corporate documentation, so as to transfer all right tile and interest in South County Cultivation, Inc. into the following individuals noted above. Further, the above-referenced transfer will be wholly dependent on the Rhode Island Department of Business Regulation

Medical Marijuana Program granting approval of the same, by and through an application to the Program utilizing the change of ownership form for licensees. Of course, the proposed substitute is ready, willing and able to engage in and satisfy any criminal record requirements as contained in State law and regulations. Should the above-referenced proposed substituted party not obtain the approval of the Department, in that event Richard Comolli will identify a different individual for submission to the Department and execute all necessary corporate paperwork

		Date
Christopher D Sands	Christopher D Sands	12-9-2020
Gregory Roebuck	Gregory J. Roebuck	12-9-2020
Marc Gertsacov		12/9/2020

The Applicant consists of Green Wave CC, Inc., a Rhode Island not-for profit corporation, incorporated under the laws of Rhode Island for the sole purpose of applying for a Rhode Island Compassion Center License and serving Rhode Island Medical Marijuana Program Patients, as well as South County Cultivators, Inc., a Rhode Island for profit-corporation, that is presently issued a Rhode Island Medical Marijuana Program Cultivation License with License N[redacted]. As noted in CC Form 2, the Directors of the Board of Directors of Green Wave CC, Inc. is Christopher Sands; Richard Comolli and Dr. Rocco Andreozzi, III. As also noted in CC Form 2, Richard Comolli is the sole owner and shareholder of South County Cultivator's Inc at this time. Thus, together, Green Wave CC, Inc. and South County Cultivator's Inc., is the Applicant.

Moreover, pursuant to Rhode Island General Laws and Rhode Island Department of Business Regulations, a presently licensed Cultivator may apply for a Rhode Island Medical Marijuana Compassion Center License. If successful, such an applicant is entitled to a merger of the previously issued cultivation license with the newly issued compassion center license. However, there is no merger as it relates to corporate form. Further, pursuant to Rhode Island General Laws and Rhode Island Department of Business Regulations, the compassion center license may only be held by a Rhode Island non-profit, such as Green Wave CC, Inc. As such, the Applicant is comprised of the newly incorporated non-profit and the pre-existing cultivator licensee.

Importantly, because the merger as to licensure has no impact on corporate form, nor does it require a merger of the non-profit and cultivator licensee corporation, South County Cultivators will continue to exist as a corporation. As such and wholly dependent upon the issuance of a compassion center license to Green Wave and approval of the Department of Business Regulation, South County Cultivator's will serve Green Wave CC, Inc. as Green Wave CC's management and consultant company and will otherwise be responsible for day-to-day operations as demonstrated by the Management Agreement, identified elsewhere in this Application. As stated therein, South County Cultivation will have operational control over the day-to-day operations of Green Wave's facility and, of course, as expressly stated in detail and demonstrated in the Application, at commercially reasonable rates as to any fees for such services.

As a result of the merger of the South County Cultivation Cultivator License into the Compassion Center license, if so awarded to the Applicant, the Applicant will be allowed to cultivate at the location that South County Cultivation is presently cultivating as part of the overall operations of Green Wave CC, Inc. In addition, pursuant to Rhode Island General Laws and Rhode Island Department of Business Regulations, Green Wave will be able to sell medical marijuana and associated products to patients via retail sales at the location designated elsewhere in this Application. For this reason, the instant Application describes and provides standard operating procedures for any and all cultivation activities that Green Wave will engage in. Unlike an applicant that does not presently have a cultivation license and whom has no authority to cultivate marijuana without a variance from the Department of Business Regulation, this Applicant, by and through the above-referenced regulatory path, may engage in these activities.

To the extent that the Department of Business Regulation disagrees with the above-referenced interpretation of Rhode Island General Laws and Rhode Island Department of Business Regulations as it relates to merger of a pre-existing cultivation license as contemplated herein, than in that event, as will be described more fully, in CC Exhibit relative to disclosures and divestment, the sole shareholder of South County Cultivators, Inc., Richard Comolli, has provided a divesture plan wherein he will divest any

and all interest in South County Cultivators, Inc., will divest himself of said cultivation license and transfer it to a third-party, pursuant to the Department of Business Regulations Rules and Regulations, as well as said Department's prior written approval. Said divesting plan has been included in this Application out of an abundance of caution should DBR take a more narrow interpretation of the merger provision as it relates to a Cultivator Licensee that seeks an award of a compassion center license.

Richard Conolli
President South County Cultivators

12-9-2020
Date

MANAGEMENT AND CONSULTING SERVICES AGREEMENT

This Management Agreement ("**Agreement**") is made and entered into as of December, 9 th 2020 but effective as of the date on which the Rhode Island Department of Business Regulation's Medical Marijuana Program ("DBRMMP") notifies Green Wave that it has been awarded a compassion center license in writing that and also that the DBRMMP has approved or does not object to the terms hereof in writing (such date, the "**Effective Date**") by and between Green Wave CC, Inc ("**Green Wave**"), a Rhode Island domestic non-profit corporation with a present mailing address of [redacted] and South County Cultivators, Inc., a Rhode Island Profit Corporation having a principal place of business at [redacted] ("**Manager**"). As used herein, Green Wave and Manager are hereinafter collectively called the "**Parties**" and individually called a "**Party**." **It is expressly acknowledged that this Agreement shall be of no force and effect until such time as the DBRMMP awards to Green Wave a medical marijuana compassion center license and until such time as South County Cultivator LLC's DBRMMP Cultivation License is merged into the newly issued Green Wave Compassion Center License. The Parties further acknowledge and agree that if the aforementioned-events do not occur, than this Agreement shall have never had effect and will otherwise remain null and void.**

RECITALS

WHEREAS, Green Wave is an applicant for a medical marijuana compassion center licensed as issued by the DBRMMP pursuant to and in accordance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act., and the regulations promulgated thereunder, as amended (the "**Proposed License**").

WHEREAS, Green Wave will act with due diligence and in a timely manner in applying for and seeking to obtain a compassion center license, the Proposed License.

WHEREAS, the Parties acknowledge and agree that this Agreement shall only become effective at such time as and is otherwise contingent upon Green Wave being awarded a medical marijuana compassion center license

WHEREAS, Manager is available to provide comprehensive management and consulting services as set forth herein and has the expertise and resources to enable it to provide certain management, consulting and other services to support and monitor all of the operations of Green Wave as is required to ensure compliance with the terms and conditions of this Agreement, the Leases, and all relevant laws, rules, regulations, orders, procedures and guidelines of the DBRMMP, the State of Rhode Island and/or any applicable local governing body.

WHEREAS, Green Wave desires to engage the services of Manager in accordance with the terms and conditions hereof to perform the services set forth herein in accordance with such terms, standards and conditions.

NOW, THEREFORE, for the covenants, promises and other consideration stated herein, which the Parties acknowledge is sufficient, and with the intent to be legally bound hereby, the Parties agree as follows:

ARTICLE I
RESPONSIBILITIES, DUTIES AND OBLIGATIONS OF THE MANAGER

Section 1.01 Appointment: During the Term (as defined herein), Manager shall be responsible for the development, administration, operation and management of Green Wave's cultivation, processing (if being conducted) and aspects compassion center staffing, as well as research and development operations (collectively, the "**Business**") and shall provide to or on behalf of Green Wave all management, consulting and other services typically required by a Business of a similar type and size, including the foregoing subsection (a) through (i), which shall collectively be referred to herein as the "**Management Services,**" (j) through (m), which shall collective be referred to as the "**Consulting Services**," (n) through (p), which shall be collectively referred to as the "**Research and Development Services**" and (q) through (r), which shall be collectively referred to as the "**Procurement Services**."

Section 1.02 Management Services.

(a) Providing management, supervisory, and oversight to Green Wave for budgeting, financial planning and operations for most of the Business' operations; and maintaining the books and records of the Business, including, but not limited to, accounts payable, accounts receivable, inventory, general ledger, payrolls and other such matters as the financial controller of Green Wave, utilizing technology required or approved by DBR MMP, subject to the terms and procedures set forth herein; and

(b) Taking any and all actions necessary in furtherance of, in compliance with, or otherwise in any way related to any applicable state or local law, regulation, DBRMMP guidance or order (collectively, the "**Laws**") relative to the procurement, entitlement, compliance, development, security, operation, or management of the Business in effect on the Effective Date or that comes into being, occurs, accrues, becomes effective, or otherwise becomes applicable or required after the Effective Date; and

(c) Maintaining separate accounting, bookkeeping, billing, collection, cash management, payroll, record-keeping services and annual audit services consistent with United States generally accepted accounting principles in effect from time to time ("**GAAP**") as it relates to the activities of the Business, a Rhode Island Non-Profit Corporation, as the GAAP may require and preparing all required filings, both federal and state, as it relates to any and all state requirements in connection with Green Wave's status as a non-profit corporation; and

(d) Selecting and contracting with any third-party consultants, independent contractors, vendors or service providers, to be necessary for the build-out, development, administration, operation and management of any component of the Business or its facilities; and

(e) Maintain human resource activities; and

(f) Implementing procedures reasonably necessary to ensure all employees and independent contractors working at each designated location of the Business who are required to do so have acquired and maintain, in good standing at all times, an Agent Registry Card ("**Agent Card**"); and

(g) Purchasing insurance for the Business of such types, on such terms and in such amounts as the Manager deems reasonable, including business liability and property casualty insurance, workers' compensation insurance, property damage or personal injury. Green Wave and Manager agree that each shall be either the insured party or an additional named insured, as appropriate, under all such policies, and Manager shall provide Green Wave with current copies of all such insurance documentation; and

(h) Maintaining an electronic compliance database as required by DBRMMP (the "**Electronic Dataroom**"); and

(i) Providing such other business and financial advice and services as may reasonably be necessary and prudent in furtherance of the purpose of this Agreement and the protection of the Proposed License.

Section 1.03 Consulting Services.

(j) Providing Consulting Services to Green Wave as it relates to cultivation, manufacturing, processing and packaging best practices and methods, as well as standard operating procedures;

(k) It is acknowledged by the Parties that Manager has developed proprietary practices and methods, as well as standard operating procedures, related to cultivating, manufacturing, processing and packaging medical cannabis and/or marijuana and associated product, as a result of its experience in the medical marijuana and/or cannabis marketplace (the "Intellectual Property");

(l) It is acknowledged by the Parties that this Intellectual Property expressly includes genetic research relative to specific strains of marijuana or cannabis, as well as the impact of said strains on various qualifying medical conditions;

(m) Access to and use of Manager's Intellectual Property for refinement and improvement of medical cannabis or marijuana and associated product, the Consulting Services, are recognized by the Parties to be a specific scope of service, separate and distinct, from the Management Services delineated in Section 1.02 and the Research and Development Services delineated in Section 1.04.

Section 1.04 Research and Development Services

(n) Providing Research and Development Services to Green Wave as it relates to cultivation, manufacturing, processing, packaging and development of cannabis/marijuana

genetics, overseeing any research conducted following DBR and DOH approvals and cannabis/marijuana delivery methods;

(o) It is acknowledged by the Parties that that medical marijuana or cannabis, as it relates to cultivation, manufacturing, processing, research, packaging and development of cannabis/marijuana genetics and cannabis/marijuana delivery methods is an evolving area of both science and medicine;

(p) Access to and use of Manager's Intellectual Property, as well access to and the use of the Post-Agreement Manager Intellectual Property (as defined below in Section 2.05), for research and development of future medical cannabis or marijuana and associated product, the Research and Development Services, are recognized by the Parties to be a specific scope of service, separate and distinct, from the Management Services delineated in Section 1.02 and the Consulting Services delineated in Section 1.03.

Section 1.05 Procurement Services

(q) Providing Procurement Services to Green Wave as it relates to obtaining the highest quality cannabis and cannabis products from the best cultivator licensees operating within the DBRMMP;

(r) The Provision of Procurement Services will include inspecting cultivation licensees facilities and standard operating procures prior to procurement, facilitating third-party testing; otherwise performing quality assurance functions and arranging for and providing transportation services with the DBRMMP's Rules and Regulations

Section 1.06 Property Management Services

(s) Upon request, Property Management Services to Green Wave will be provided as it relates to the retail/dispensing facilities and cultivation and associated activities facilities, as well as the overall general maintenance and care of the facilities of Green Wave.

Section 1.07 Cultivation Services

(t) Providing Cultivation Services to Green Wave of the highest quality medical cannabis and associated manufacturing activities related to other cannabis products to be offered by Green Wave, including, but not limited to, concentrates, tinctures, edibles and other delivery methods.

(u) The following list consists of most, but not all, activities that Manager will conduct relative to the Cultivation Services contemplated herein. Manager will provide:

- a Head Cultivator;
- two (2) Cultivation Assistants; (2) trimmers;

- two (2) Curing / Packaging members to oversee and manage cultivation team;
- Quality Control Manager
- Inventory Manager
- Packaging & Labeling Lead
- Trimming / Curing & Packaging Lead
- Thirteen (13) fulltime budtenders
- Seven (7) fulltime packaging team members who will work directly with Green Wave CC to ensure compliance along with a reliable supply of medical grade cannabis.
- Manager will cultivate approximately (50) pounds of cured and packaged medical grade cannabis.
- Manager will monitor water quality through random samples to ensure a quality product.
- Manager will provide (12) strains from our $200,000 genetics bank. This is a collection of highly desired and sought after plants strains.
- Manager will share all proprietary Standard Operating Procedures as part of this service contract.
- Manager will maintain a clean environment ensuring medical grade cannabis for patients while following all applicable regulations.
- Manager will procure from cultivation licensees all menu items at the direction of Head Cultivator and the Dispensary Manager. Items to include but not limited to flower (thc / cbd / indica / sativa), vape pens, concentrates, edibles, pre-rolls, capsules, tinctures, topical salves, and other marijuana infused products allowed per the DBR.
- Manager will order all proprietary nutrient blends along with a well-balanced medium for plants to grow.
- Manager will provide all cultivation equipment **to include the maintenance and replacement costs of the following items:** (72) LED lights; (4) Quest Dehumidifiers; (4) Mitsubishi Four-Ton HVAC Units; (3) Mitsubishi Three-Ton HVAC Units; (12) Mobile Cultivation Racks; Feeding lines, reservoirs, and

circulation pumps; (12) Circulating Fans; Testing Equipment to include pH, ppm, and temperature monitoring; A comprehensive CO2 system to include maintenance; Environmental Control and Monitoring Systems; Supply a full maintenance and janitorial close and will provide all appropriate insurances not including crop insurance, for these items.

Security Services

(v) Providing Security Services for any and all Green Wave facilities, which shall include but not, be limited to, the provision of

- a Chief Security Officer;
- Six (6) full time security guard;
- Two (2) part-time security guards;
- Approved vehicles for all transportation needs and deliveries per Security Team policies, procedures and regulations;
- Manager will contract with a licensed security/alarm company and will comply with all routine maintenance requirements, as well as DBR regulations.

Managers' Covenants, Warranties and acknowledgements to Green Wave.

(a) Manager covenants to comply with all Green Wave CC policies, procedures, and manuals;

(b) When applicable, Manager will be covenants to provide a manifest with passing laboratory results prior to scheduling any deliveries;

(c) Manager covenants that all material deliveries will be made to the Secured Entrance located at the rear of the building;

(d) Manager covenants to provide services that meet all State and Department of Business Regulation requirements according to but not limited to pesticide applications, sanitation, laboratory testing standards, along with all schedules and standards required for quality assurance;

(e) Manager covenants that all of its personnel will be knowledgeable in O.S.H.A. safety practices and will comply with all applicable regulations;

(f) Manager agrees and acknowledges that it is responsible for the safety of its employees and will be responsible for all violations caused by them;

(g) Manager is agrees and acknowledges that it is responsible to have delivery personnel capable of communicating clearly with the appropriate Green Wave CC Managers / Representatives;

(h) Manager acknowledges and agrees that it is its responsibility to clean all trash and debris generated from such delivery per this agreement and legally dispose of it upon completion of delivery;

(i) Manager will certify scales and other measurement or weighing devices according to regulations.

(j) Manager covenants that it will be responsible for providing weekly updates on upcoming harvest schedules so that inventory management can prepare for patient's requests;

(k) Manager will utilize and is well-trained and versed on seed to sale / medical marijuana tracking program and allow Green Wave CC staff view only access for inventory management purposes.

(l) Manager covenants that all agents will be HIPAA certified and be required to follow all COVID-19 protocols;

(m) Manager covenants to provide services that meet all State and Department of Business Regulation requirements according to but not limited to employment and employee, agent, volunteer, or additional staff policies;

(n) Manager covenants to conform its practices to all security requirements that are listed throughout the Green Wave CC policies and procedures an further covenants that all staffing will ensure all security measures are met and agrees to work with the Green Wave CC Compliance Officer's at all times as it relates to all facility matters. Security staff hours, roles and responsibilities will remain the same as detailed in the Green Wave CC policies and procedures;

(o) Manager covenants that all staff will be required to follow HIPAA protocols, along with all of the Green Wave CC policies and procedures for verifying medical marijuana cards, taking new or out of state patients along with providing welcome kits to all new patients and

(p) Manager agrees to be compliant with all policies and procedures listed within the Green Wave CC manuals to include but not limited to medical marijuana

tracking software, measures to ensure safe and accurate record keeping, cyber security, and all other DBR regulations.

(q) Manager shall have access operating accounts and checking accounts in the name of Green Wave and to maintain the right to execute checks as approved by Green Wave CC and the Regulations.

Section 1.08 Scope of Authority; Cooperation: Without limiting the generality of the foregoing Management Services, Consulting Services and Research and Development Services, Procurement Services, Property Management Services and Security Services, Manager shall be permitted to carry out the performance of the Management Services using commercially reasonable methods in the name of Green Wave.

ARTICLE II
MANAGEMENT, CONSULTING, RESEARCH AND DEVELOPMENT FEES

Section 2.01 Management Fee. During the Term, as consideration for the Management Services, Green Wave shall pay Manager a management fee ("**Management Fee**") in the amount described in **Schedule A hereto.**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.02 Consulting Fee. During the Term, as consideration for the Consulting Services, Green Wave shall pay Manager a consulting fee ("**Consulting Fee**") in the amount described in **Schedule B hereto**.. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.03 Research and Development Fee. During the Term, as consideration for the Research and Development Services, Green Wave shall pay Manager a research and development fee ("**Research and Development Fee**") in the amount described in **Schedule C hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.04 Procurement Services Fee. During the Term, as consideration for the Procurement Services, Green Wave shall pay Manager a procurement services fee ("**Procurement Services Fee**") in the amount described in **Schedule D hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.05 Property Management Service Fee. During any Terms and following DBR approval, as consideration for the Property Management Services, Green Wave shall pay Manager a property management fee ("**Property Management Services Fee**") in the amount described in **Schedule E hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.06 Cultivation Service Fee. During the Term, as consideration for the Cultivation Services, Green Wave shall pay Manager a property management fee ("**Cultivation Services Fee**") in the amount described in **Schedule F hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.07 Security Service Fee. During the Term, as consideration for the Security Services, Green Wave shall pay Manager a security service fee ("**Security Services Fee**") in the amount described in **Schedule G hereto**. Nothing contained herein shall be construed to be profit sharing or providing the Manager an ownership interest in Green Wave or any other beneficial interest which would violate Green Wave's obligations under the Laws and/or Green Wave's good standing with the DBRMMP.

Section 2.08 Reimbursement of Expenses. Manager shall be reimbursed for expenses for purchases or services provided by third party unaffiliated vendors. Said demand for payment shall be delivered with copies of original invoices from manufacturer or vendor and proof of payment. Manager shall be reimbursed for purchases or services provided by affiliates of Manager. Demand for payment shall be shall be delivered with copies of original invoices from manufacturer or vendor and proof of payment.

Section 2.09 Intellectual Property. Except as otherwise noted herein, all work or deliverables, including any and inventions, improvements, materials, documentation, techniques, methods and processes, which are created, made, prepared or developed by Manager in connection with the performance of the Management Services, Consulting Services and/or Research and Development Services, including and all intellectual property rights related thereto, will be the property of Manager ("**Post-Agreement Manager Intellectual Property**").

Section 2.10 Books and Records. Manager shall maintain and keep on behalf of Green Wave books and records consistent with GAAP and the requirements of DBRMMP, as well as the Rhode Island Division of Taxation and any and all rules and regulations relative to maintain Green Wave's non-profit status. Manager shall deliver to Green Wave's Treasurer, all books, and records, which shall be deemed necessary so as to permit to prepare quarterly financial reports for the benefit of the parties.

ARTICLE III
TERM AND TERMINATION

Section 3.01

Term. The initial term of this Agreement shall commence on Effective Date and continue for a period of five (5) year(s) and shall automatically extend for an additional five (5) year term unless terminated by agreement of the parties.

Section 3.02

Termination. This Agreement may be terminated by: (a) the mutual written agreement of the Parties; or (b) by Green Wave with written notice to Manager, which notice must contain a provision containing a right to cure any default for a period of forty five (45) days from notice, stipulating the intended date of termination, upon the occurrence of any one of the following events: (i) the failure of manager to make payments required pursuant to the terms and conditions of the Sales Agreement ("Agreement"); (ii) the failure to deliver to the Green Wave Treasurer the required financial information in a timely manner; (iii) the failure to pay tax payments required to be paid by Green Wave for the operation of the business. At that time, Green Wave shall have the right to declare a default of this Agreement.

Section 3.03

Obligation to Defend. In the event that legal action is instituted by the United States

of America, the state of Rhode Island, or any agencies of the State of Rhode Island, contesting the right to grow, sell, manufacture, process medical marijuana, Green Wave and Manager will cooperate in defending any action, and appealing any Judgment, until all rights of appeal have expired.

ARTICLE IV
NO OWNERSHIP; NO CHANGE OF CONTROL

Section 4.01 No Manager Ownership or Change of Control. In complete compliance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, the DBRMMP and any and all rules and regulations promulgated thereunder nothing contained herein shall be construed to be an actual, effective, or deemed grant of ownership or any other beneficial interest in, or change control over, the Proposed License to the Manager. Regardless of any other provision of this Agreement, nothing herein shall be deemed or construed as a transfer, assignment, sale, or conveyance of the Proposed License to Manager or any of the Manager's successors, affiliates, agents, volunteers, employees, owners or contractors.

Section 4.02 Medical Marijuana and/or Cannabis Products. The Parties acknowledge and agree that all marijuana or cannabis and marijuana or cannabis products grown, cultivated, processed, possessed, packaged or offered for sale by the Manager at the Business, shall remain the sole and exclusive property of Green Wave, as the sole and exclusive holder of the Proposed License. Nothing herein shall serve be interpreted to restrict or limit this claim to ownership.

Section 4.01

Independent Contractor Status. The relationship of Manager to Green Wave is that of an independent contractor and none of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties, and it is understood and agreed that Manager is at all times acting and performing the Management Services pursuant to this Agreement as an independent contractor and not as an employee of Green Wave, and for all purposes, including federal and state tax purposes, Manager will not be treated as an employee with respect to the rendering of the Management Services, Consulting Services and/or Research and Development Services. As such, Green Wave shall not withhold taxes with respect to Manager's Compensation hereunder. Green Wave shall not control or direct the manner or methods by which Manager performs the Management Services set forth in this Agreement; provided, however, Manager shall be responsible for performing the Management Services in a manner so as, at all times, to ensure that the contemplated Management Services are completed and performed in a competent, efficient and satisfactory manner, and in accordance with all applicable laws and regulations in all material respects.

Section 4.02

No Methods. The Parties expressly agree that Green Wave has not established the specific methods of how Manager should perform the Management Services pursuant to this Agreement. Green Wave is relying on Manager's knowledge, experience and expertise as

an expert in the management and operation of medical marijuana and/or cannabis facilities. Further, the Parties agree that Green Wave has not provided Manager with training with respect to the Management Services, Consulting Services and/or Research and Development Services which Manager shall render on behalf of Green Wave, pursuant to this Agreement.

ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 5.01 Budget. Manager will supply an annual budget of sales and expenses for Green Wave and also provide updates om a monthly basis.

Section 5.02 Representations, Warranties and Covenants of Manager. Manager hereby represents, warrants, and covenants that: (i) it is a corporation which was duly incorporated and organized, and is validly existing under the laws of Rhode Island and qualified to conduct business in the State of Rhode Island; (ii) it is duly qualified to carry out its business, and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities makes such qualifications necessary, except where failure to be duly qualified or in good standing, would not have a material adverse effect on its business or operations and of its ability to fulfill its duties, responsibilities or obligations hereunder; (iii) it has the full right, power, and authority, and has taken all company action necessary, to enter into this Agreement and be bound by the terms of this Agreement without the consent of any other person or entity; (iv) the execution and delivery of this Agreement and the performance by it of its obligations pursuant to this Agreement do not and will not constitute a breach of or a default under any other agreement or obligation applicable to Manager; (v) upon execution and delivery of this Agreement, this Agreement will constitute the valid and binding obligation of Manager, its agents, officers, affiliates, successors and assigns; and (vi) it shall cause all Management Services to be delivered to or on behalf of Green Wave hereunder with properly trained and credentialed personnel, in a good and workmanlike manner, and in accordance with this Agreement and all applicable Laws.

ARTICLE VI
INDEMNIFICATION

Section 6.01 Indemnity Obligations. The Manager shall, to the fullest extent permitted by all applicable Laws, indemnify, defend and hold harmless Green Wave, its affiliates, members, officers, managers, employees and agents ("**Green Wave Indemnified Persons**") from and against any and all Losses which a Green Wave Indemnified Person may suffer, incur or pay arising out of or resulting from: (i) any breach by the Manager of any of its covenants or obligations set forth in this Agreement; and/or (ii) any inaccuracy in or breach by the Manager of any of the representations or warranties of the Manager set forth in this Agreement. Green Wave shall, to the fullest extent permitted by applicable

Law, indemnify, defend and hold harmless Manager and its affiliates and respective officers, members, directors, employees and agents ("**Manager Indemnified Persons**") from and against any and all Losses which a Manager Indemnified Person may suffer, incur or pay arising out of or resulting from: any breach by Green Wave of any of the representations, warranties and covenants of this Agreement.

Section 6.02 Indemnification Claim Process. If any action, suit, claim, proceeding or investigation is begun, made or instituted as a result of which the Party entitled to provide indemnification hereunder ("**Indemnitor**") may become obligated to an individual or entity entitled to indemnification pursuant to Section 6.01 ("**Indemnitee**"), Indemnitee shall give written notice to the Indemnitor within five (5) business days of its receipt of notice of such action, suit, claim, proceeding or investigation specifying in reasonable detail the facts upon which the claimed right to indemnification is based; provided, that the failure to timely give such notice shall not relieve the Indemnitor of its indemnification obligations hereunder except to the extent that such failure has a material prejudicial effect on the Indemnitor with such action, suit, claim, proceeding or investigation. The Indemnitor shall assume the defense of such action, suit, claim, proceeding or investigation; and the Indemnitee shall have the right (but not the obligation) to participate at their own expense by counsel of it choice in such defense but shall, at the cost of the Indemnitor, cooperate with and assist the Indemnitor to the extent reasonably possible; provided, that if (i) the Indemnitor and the Indemnitee are both named Parties to an action, suit, claim, proceeding or investigation and the Indemnitee shall have reasonably concluded that representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them or (ii) the Indemnitor is not entitled to a legal defense or counterclaim available to the Indemnitee, then the Indemnitor shall be liable for the reasonable fees and expenses of one outside counsel to the Indemnitee in each jurisdiction for which the Indemnitee reasonably determines counsel is required.

Section 6.03 Limitation on Settling Claims. The Indemnitor shall not, without the prior written consent of the Indemnitee, settle, compromise or offer to settle or compromise any action, suit, claim, proceeding or investigation on a basis that would result in: (i) injunctive or other nonmonetary relief against the Indemnitee or any affiliate of the Indemnitee, including, without limitation, the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnitee or any affiliate of the Indemnitee, (ii) a finding or admission of a violation of applicable law or violation of the rights of any individual or entity by the Indemnitee or any affiliate of the Indemnitee or (iii) any monetary liability of the Indemnitee or any affiliate of the Indemnitee that will not be promptly paid or reimbursed by the Indemnitor. An Indemnitee shall not, without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, conditioned or delayed, settle, compromise or offer to settle or compromise any action, suit, claim, proceeding or investigation for which indemnification has been, or will be, sought against the Indemnitor pursuant to Section 6.01.

ARTICLE VII
CONFIDENTIAL INFORMATION

Section 7.01 Confidential Information Defined. Neither Party shall disclose or use non-public, confidential or proprietary information ("**Confidential Information**") of the other Party except in connection with the performance of its obligations under this Agreement. The Parties agree that, except as otherwise provided herein and subject to the license granted pursuant to Section 2.02, Manager Intellectual Property shall constitute the Intellectual Property of Manager. In addition, each Party agrees to use reasonable care, but in no event less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized disclosure and/or use of the Confidential Information of the other Party. For purposes of this Article VII, Green Wave and Manager shall include each entity individually, together with their respective employees and agents, as well as each of their respective affiliates, and their affiliates' respective employees and agents.

Section 7.02 Exceptions. per 2.02 shall not, however, apply to any information of a Party ("**Disclosing Party**") that (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party ("**Receiving Party**"); (ii) was within the Receiving Party's possession prior to its being furnished to the Receiving Party by the Disclosing Party; or (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; provided, that with respect to clauses (ii) and (iii) above, the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other individual or entity with respect to such information. A Receiving Party may disclose Confidential Information of the Disclosing Party to those third parties who have a need to know such information for the purpose of assisting the Receiving Party in performing its obligations under this Agreement if, and only if, the Receiving Party: (i) instructs any such third party that the Confidential Information of the Disclosing Party is confidential and proprietary and is to be held in strict confidence pursuant to the terms of this Article VII and (ii) prior to disclosing any such Confidential Information, provides a copy of this Article VII to each such third party and obtains each such third Party's agreement to comply with and be bound by the terms of this Article VII as if it were a Party (including, without limitation, as a "**Receiving Party**" hereunder). If a Receiving Party is compelled by deposition, interrogatory, subpoena, civil investigative demand or similar process, or upon demand of any governmental authority with jurisdiction over it or as otherwise required by applicable law ("**Disclosure Demand**") to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice of each such Disclosure Demand so that the Disclosing Party may (at its expense) seek an appropriate protective order or other appropriate remedy and/or grant a limited waiver of the Receiving Party's compliance with the confidentiality and non-disclosure provisions of this Article VII. In addition, if requested by the Disclosing Party, the Receiving Party shall assist the Disclosing Party at

the Disclosing Party's expense in obtaining a protective order and taking other legally available steps to resist or narrow any such Disclosure Demand. If such protective order or other remedy is not obtained promptly, the Receiving Party may furnish that portion (and only that portion) of such Confidential Information which, in the written opinion of the Receiving Party's counsel, the Receiving Party is legally required to disclose and will otherwise exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any such Confidential Information.

Section 7.03 Obligations After Agreement. Upon the termination or expiration of this Agreement, each Party will promptly return to the other Party all Confidential Information of such Party; provided, that the Receiving Party shall be entitled to keep a copy of such information, subject to its ongoing obligations under this Paragraph 6, to the extent required under applicable Law, as necessary to comply with its obligations under this Agreement, legal record-keeping requirements or in connection with any action, suit, claim, proceeding or investigation related to this Agreement. That portion of the Confidential Information of the Disclosing Party that may be found in analyses, compilations, studies or other documents prepared by the Receiving Party will be held by the Receiving Party and kept subject to the terms of this Article VII.

Section 7.04 Remedies for Breach. In the event of breach of this Article VII, the breaching Party agrees to pay the non-breaching Party any and all Losses incurred by the non-breaching Party as a result of the breach. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Article VII and that the non-breaching Party shall be entitled to petition a court of competent jurisdiction for specific performance and injunctive and other equitable relief for any such breach, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Paragraph 6 but shall be in addition to all other remedies at law or in equity to either Party.

Section 7.05 Disclosure to Rhode Island Department of Business/DBRMMP.. A copy of this Agreement shall be submitted to the DBRMMP, and such terms shall therefore NOT be considered Confidential Information. If the DBRMMP requests changes to this Agreement as required by any of the Laws, the Parties shall collaborate in good faith and with due diligence to address any such request in accordance with all applicable Laws.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01 Notices. Any and all written notices as required herein shall be deemed properly given upon the earlier of (i) three (3) days after deposit with the United States Postal Service if sent by registered or certified mail, return receipt requested, postage prepaid, (ii) tender if delivered by hand, to the addresses set forth below, (iii) receipt or (iv)

one (1) day after the delivery to a recognized overnight delivery service: If to Manager: Attn: Current President and Vice President, If to Green Wave: Attn: President and Vice President.

Section 8.02 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Green Wave, its successors and assigns, on the one part and Manager, its successors and assigns, on the other part, it being understood, however, that the Parties may expressly agree to any such relationship by a separate written agreement.

Section 8.03 Modification and Changes. This Agreement cannot be changed or modified except by another agreement in writing signed by the Party sought to be charged therewith, or by its duly authorized agent.

Section 8.04 Partial Invalidity/Severability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement, or without invalidating or affecting the provisions of this Agreement within the states or localities where not prohibited or otherwise invalidated by law or by court decree. Further, if any provision of this Agreement shall be held unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

Section 8.05 Public Announcements. Unless otherwise required by applicable law, no Party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed).

Section 8.06 Further Assurances. Following the execution of this Agreement, each Party shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 8.07 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.08 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of

this Agreement and the documents to be delivered hereunder, and the Exhibits, the statements in the body of this Agreement shall control.

Section 8.09 No Third-party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.10 Waiver. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction).

Section 8.12 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the Rhode Island Superior Court, Providence County, Rhode Island,, and in no other venue, and each Party irrevocably submits to the exclusive jurisdiction of this court in any such suit, action or proceeding.

Section 8.13 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Schedules A-G

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Witness:

GREEN WAVE CC, INC.

By: _____
Name: Christopher O. Sanos
Title: President

Witness:

SOUTH COUNTY CULTIVATORS, INC.

By: _____
Name: Richard Comolli
Title: President

Schedule A - Management Fee

[redacted]

Schedule B - Consulting Fee

[redacted]

Schedule C – Research & Devolpment Fee

$[redacted]

Schedule D - Procurement Services Fee

[redacted]

Schedule E – Property Management Service Fee

[redacted]

Schedule F – Cultivation Service Fee

[redacted]

Schedule G - Security Service Fee

[redacted]

CONSENT OF THE STOCKHOLDER
OF

South County Cultivators, Inc.

The undersigned, being the Stockholders of SOUTH COUNTY CULTIVATORS, INC., do hereby (a) pursuant to Section 7-1.1-30.2 of the Rhode Island Business Corporation Act, waive any required notice of a Stockholder's meeting, and (b) pursuant to Section 7-1.1-30.3 of said Act, consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. That the actions of the Incorporator(s) set forth in the Consent of Incorporator dated the 9th day of December, 2020 be, and they hereby are, ratified, approved and confirmed to be effective at such time as the Rhode Island Department of Business Regulation Medical Marijuana Program awards to Green Wave CC, INC., a Rhode Island Non-Profit Corporation, a Compassion Center License, pursuant to The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act. Shall that event not come to pass, said By-laws will have never become operable and will otherwise continue to be null and void.

2. That the Corporation and its Stockholder(s) elect that the Corporation be a "close corporation" pursuant to the provisions of Section 7-1.1-51 of the Rhode Island Business Corporation Act, as amended, and its Stockholder(s) specifically approve the privileges afforded the Corporation under the provisions of said Section 7-1.1-51 of said Act.

3. That the fiscal year of the Corporation shall end on December 31 of each year.

Christopher Sands

Richard Comolli

Gregory Roebuck

Raymond Lamont

Marc Gertsacov

Christopher Spagnole

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Appoint Christopher Sands to serve as the Green Wave CC, Inc.'s President.
2. Appoint Gregory Roebuck to serve as the Green Wave CC, Inc.'s Vice President.
3. Appoint Susan Gertsacov to serve as the Green Wave CC, Inc.'s Treasurer and Secretary.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III D.O.

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Subject to the award of a Rhode Island Medical Marijuana Compassion Center License to Green Wave CC, Inc., a Non-Profit Corporation, organized under the laws of the State of Rhode Island, and the Rhode Island Department of Business Regulation's approval of the merger of the Rhode Island Medical Marijuana Cultivator Licensee therewith, the Corporation enters into the Agreement, attached hereto as **Exhibit A**, with South County Cultivators, Inc., wherein South County Cultivators shall serve as a management and consultant company to Green Wave CC, Inc., as more specifically described therein.

2. It is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Christopher Sands and Richard Comolli are Stockholders of South County Cultivators, Inc. and Corporate Officers of South County Cultivators, Inc., and that such interests and relationships are known to the Board of Directors and Green Wave CC, Inc., as South County Cultivators, Inc. has provided to Green Wave CC, Inc., as well as its Directors, South County Cultivator, Inc.'s By-Laws; issued Capital Stock Certificates and any and all other business records within South County Cultivator, Inc.'s possession, custody and control. In addition, it is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Marc Gertsacov, the spouse of Green Wave CC, Inc.'s Treasurer and Secretary, Susan

Gertsacov, is a Stockholder of South County Cultivators, Inc., and that such interests and relationships are known to the Corporation and its Stockholders.

3. It is further expressly acknowledged by the Directors and the Corporation that the Agreement, **Exhibit A**, is commercially fair and reasonable based upon due diligence and market research performed by the Directors prior to the Consent contained herein.

4. Green Wave CC, Inc., is authorized and approved to enter into **Exhibit A** with South County Cultivators, Inc.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III

PROMISSORY NOTE

[redacted]

Warwick, Rhode Island December 9 th, 2021

LOAN: FOR VALUE RECEIVED, the Undersigned unconditionally (and jointly and severally, if more than one) promises to pay to **David R. Comolli and Donna M. Comolli** ("Lender"), or order, at their residence at [redacted] or at such other place as may be designated in writing by Lender, the principal sum of [redacted] and 00/100 [redacted] together with interest in arrears from the date hereof on the unpaid principal balance hereunder, computed daily, at the RATE of seven (7%) percent per annum indicated below payable in accordance with the particular PAYMENT SCHEDULE indicated below.

RATE: Interest will be calculated on the basis of the actual number of days elapsed over a year of 360 days. Whenever there is an Event of Default in existence under this Note, the RATE of interest on the unpaid principal and interest shall, at the option of Lender, be at the Default Rate (hereinafter defined).

Notwithstanding any other limitations contained in this Note, Lender does not intend to charge and the Undersigned shall not be required to pay any interest or other fees or charges in excess of the maximum permitted by applicable law. Any payments in excess of such maximum shall be refunded to the Undersigned or credited against principal.

From the date hereof until 2031, the RATE shall be Seven and 00/100 percent (7%).

PAYMENT SCHEDULE: [redacted]

[redacted]

ADDITIONAL TERMS AND CONDITIONS:

1. The maker and any co-makers, any indorser hereof or any other party hereto or any guarantor hereof (collectively "Obligors") and each of them: (i) waives presentment, demand, notice of demand, protest, notice of protest and notice of nonpayment and any other notice required to be given under the law to any of Obligors, in connection with the delivery, acceptance, performance, default or enforcement of this Note, of any indorsement or guaranty of this Note or of any document or instrument evidencing any security for payment of this Note; (ii) consents to any and all delays, extensions, renewals or other modifications of this Note or waivers of any term hereof or release or discharge by Lender of any of Obligors or release, substitution or exchange of any security for the payment hereof or the failure to act on the part of Lender or any indulgence shown by Lender, from time to time and in one or more instances (without notice to or further assent from any of Obligors), and agrees that no such action, failure to act or failure to exercise any right or remedy, on the part of Lender shall in any way affect or impair the obligations of any Obligors or be construed as a waiver by Lender of, or otherwise affect, any of Lender's rights under this Note, under any indorsement or guaranty of this Note or under any document or instrument evidencing any security for payment of this Note; and (iii) (jointly and severally, if more than one) agrees to pay, on demand, all costs and expenses of collection of this Note or of any indorsement or any guaranty hereof and/or the enforcement of Lender's rights with respect to, or the administration, supervision, preservation, protection of, or realization upon, any property securing payment hereof, including reasonable attorneys' fees.

2. This Note is delivered in and shall be construed under the internal laws (and not the law of conflicts) of the State of Rhode Island, and in any litigation in connection with, or enforcement of, this Note or of any indorsement or guaranty of this Note or any security given for payment hereof, Obligors, and each of them, CONSENTS TO AND CONFERS PERSONAL JURISDICTION ON COURTS OF THE STATE OF RHODE ISLAND OR OF THE FEDERAL GOVERNMENT, AND EXPRESSLY WAIVES ANY OBJECTIONS AS TO VENUE IN ANY OF SUCH COURTS, AND AGREES THAT SERVICE OF PROCESS MAY BE MADE ON OBLIGORS BY MAILING A COPY OF THE SUMMONS TO THEIR RESPECTIVE ADDRESSES. The term "Lender" as used in this Note shall include Lender's successors, indorsees and assigns.

3. The following shall constitute events of Default:

   (a) any representation or warranty made herein, or in any report, certificate, financial statement or other instrument furnished in connection with this Loan, or the borrowing

hereunder, shall prove to be false or misleading in any material respect on or as of the date made or deemed made;

(b) default in the payment of any installment of the principal of, or fees or interest on, the Note within ten (10) days after the date when the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or by acceleration or otherwise;

(c) default, after the expiration of any applicable grace periods, in the payment of any installment of the principal of, or fees or interest on, any other Indebtedness of the Obligor to the Lender after the date when the same shall become due and payable giving effect to any grace or cure period;

(d) default in the due observance or performance of any covenant, condition or agreement contained in the Note (other than payment) or in the Security Documents, and the failure of Obligor to commence curing such default following a period of twenty (20) days after notice from Lender;

(e) default in the due observance or performance of any other covenant, condition or agreement, on the part of the Obligor to be observed or performed pursuant to the terms hereof, and the failure of Obligor to commence curing such default following a period of twenty (20) days after notice from Lender;

(f) default, after the expiration of any applicable grace or cure periods, in the due observance or performance of any covenant, promise or provision contained in any other agreement of the Obligor in favor of the Lender, including without limitation, any other note, loan agreement, mortgage deed, security document;

(g) the Obligor shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of it or any of its property, (ii) admit in writing inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or if partnership action shall be taken for the purpose of effecting any of the foregoing;

(h) an order, judgment or decree shall be entered, without the application, approval or consent of the Obligor by any court of competent jurisdiction, approving a petition seeking reorganization of the Obligor or appointing a receiver, trustee or liquidator of the Obligor or of all or a substantial part of the assets of the Obligor, provided, however, with respect to such involuntary proceedings, the Obligor shall have ninety (90) days from the date of such order, judgment or decree to discharge the same;

(i) final judgment for the payment of money in excess of an aggregate of [redacted] shall be rendered against the Obligor and the same shall remain undischarged for a period of thirty (30) consecutive days, during which execution shall not be effectively stayed;

(j) any Event of Default shall occur and be continuing under any Guaranty;

(k) any Guarantor shall terminate his Guaranty;

(l) loss, theft, damage or destruction of any material portion of the Collateral for which there is either no insurance coverage or for which, in the opinion of the Lender, there is insufficient insurance coverage;

(m) if (i) any "notice of violation", "notice of responsibility" or other similar order is issued by any one or more Governmental Authorities against the Premises or the Obligor under any applicable Hazardous Waste Law and remains undischarged for a period of ninety (90) days after the issuance thereof or such lesser period of time stated in said notice or in any Hazardous Waste Law or (ii) if any lien or claim is filed or arises against the Premises under any Hazardous Waste Law;

(n) the Security Documents shall at any time after their execution and delivery and for any reason cease (a) to create a valid and perfected mortgage and/or security interest in and to the property purported to be the subject thereof and/or in the priority agreed to by the parties thereto; or (b) to be in full force and effect or shall be declared null and void, or the validity or enforceability thereof shall be contested by the Obligor, or the Obligor shall deny it has any further liability or obligation under the Security Documents; or

(o) if any easement over, across or under or otherwise affecting the Premises or any portion thereof (other than customary utility easements) shall be granted without the Lender's prior written consent.

4. Whenever there is an Event of Default in existence under this Note, (a) the entire balance outstanding hereunder and all other liabilities, indebtedness and obligations of Obligors to Lender (however acquired or evidenced) shall, at the option of Lender, become forthwith due and payable, without presentment, notice, protest or demand of any kind (all of which are expressly waived by Obligors) for the payment of the whole or any part hereof, and/or (b) to the extent permitted by law, the rate of interest on the unpaid principal shall, at the option of Lender, be increased to four (4) percentage points per annum greater than that which would otherwise be applicable (the "Default Rate"). Failure at any time to exercise any of the aforesaid options or any other rights of Lender hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of the aforesaid options or rights at a later date.

5. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect or in the event that any one or more of the provisions of this Note operate or would prospectively operate to

invalidate this Note, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

6. Obligors, and each of them, hereby expressly WAIVE ANY RIGHT TO TRIAL BY JURY of any claim, demand, action or cause of action (a) arising under this Note or any other instrument, document or agreement executed or delivered in connection herewith, (b) in any way connected with or incidental to the dealings of Obligors or Lender or any of them with respect to this Note or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether sounding in contract or tort or otherwise; AND OBLIGORS HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF OBLIGORS TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

WITNESS:

OBLIGOR:
GREEN WAVE CC, INC.

By:

PROMISSORY NOTE

[redacted]

Warwick, Rhode Island December 9 th, 2020

LOAN: FOR VALUE RECEIVED, the Undersigned unconditionally (and jointly and severally, if more than one) promises to pay to **David R. Comolli and Donna M. Comolli** ("Lender"), or order, at their residence at [redacted] or at such other place as may be designated in writing by Lender, the principal sum of [redacted] together with interest in arrears from the date hereof on the unpaid principal balance hereunder, computed daily, at the RATE of five (7%) percent per annum indicated below payable in accordance with the particular PAYMENT SCHEDULE indicated below. **It is expressly acknowledged by Undersigned that Undersigned shall have no right or entitlement to any monies from Lender, pursuant to this Promissory Note, until such time as the condition precedent(s), as delineated in the Agreement between Undersigned and Lender, attached as Exhibit A hereto. Should the conditions precedent(s) contained in Exhibit A, than in that event Undersigned shall have no right or entitlement to any monies from Lender, pursuant to this Promissory Note.**

RATE: Interest will be calculated on the basis of the actual number of days elapsed over a year of 360 days. Whenever there is an Event of Default in existence under this Note, the RATE of interest on the unpaid principal and interest shall, at the option of Lender, be at the Default Rate (hereinafter defined).

Notwithstanding any other limitations contained in this Note, Lender does not intend to charge and the Undersigned shall not be required to pay any interest or other fees or charges in excess of the maximum permitted by applicable law. Any payments in excess of such maximum shall be refunded to the Undersigned or credited against principal.

From the date hereof until 2031, the RATE shall be Seven and 00/100 percent (7%).

PAYMENT SCHEDULE: In the event that any payment of principal and/or interest shall not be received by Lender within TEN (10) days of the due date, the Undersigned shall, to the extent permitted by law, pay Lender not later than one (1) month thereafter a late charge of FIVE percent (5%) of the overdue payment. All payments received hereunder may be applied first to the payment of any expenses or charges payable hereunder and accrued interest and the balance only applied to principal.

Interest only shall be payable monthly commencing on October 1, 2021 and continued at the rate set forth above for twelve (12) months on the amount of [redacted] Dollars per month.

Principal and interest shall be paid in one hundred eight (108) equal monthly installments of [redacted] Dollars each, commencing on October 1, 2022, and continuing on the same day of each successive month until 2031 when the entire Principal and accrued interest shall be due and payable.

The Undersigned may prepay the principal of the Note, in whole at any time, or in part from time to time without penalty.

ADDITIONAL TERMS AND CONDITIONS:

1. The maker and any co-makers, any indorser hereof or any other party hereto or any guarantor hereof (collectively "Obligors") and each of them: (i) waives presentment, demand, notice of demand, protest, notice of protest and notice of nonpayment and any other notice required to be given under the law to any of Obligors, in connection with the delivery, acceptance, performance, default or enforcement of this Note, of any indorsement or guaranty of this Note or of any document or instrument evidencing any security for payment of this Note; (ii) consents to any and all delays, extensions, renewals or other modifications of this Note or waivers of any term hereof or release or discharge by Lender of any of Obligors or release, substitution or exchange of any security for the payment hereof or the failure to act on the part of Lender or any indulgence shown by Lender, from time to time and in one or more instances (without notice to or further assent from any of Obligors), and agrees that no such action, failure to act or failure to exercise any right or remedy, on the part of Lender shall in any way affect or impair the obligations of any Obligors or be construed as a waiver by Lender of, or otherwise affect, any of Lender's rights under this Note, under any indorsement or guaranty of this Note or under any document or instrument evidencing any security for payment of this Note; and (iii) (jointly and severally, if more than one) agrees to pay, on demand, all costs and expenses of collection of this Note or of any indorsement or any guaranty hereof and/or the enforcement of Lender's rights with respect to, or the administration, supervision, preservation, protection of, or realization upon, any property securing payment hereof, including reasonable attorneys' fees.

2. This Note is delivered in and shall be construed under the internal laws (and not the law of conflicts) of the State of Rhode Island, and in any litigation in connection with, or enforcement of, this Note or of any indorsement or guaranty of this Note or any security given for payment hereof, Obligors, and each of them, CONSENTS TO AND CONFERS PERSONAL JURISDICTION ON COURTS OF THE STATE OF RHODE ISLAND OR OF THE FEDERAL GOVERNMENT, AND EXPRESSLY WAIVES ANY OBJECTIONS AS TO VENUE IN ANY OF SUCH COURTS, AND AGREES THAT SERVICE OF PROCESS MAY BE MADE ON OBLIGORS BY MAILING A COPY OF THE

SUMMONS TO THEIR RESPECTIVE ADDRESSES. The term "Lender" as used in this Note shall include Lender's successors, indorsees and assigns.

3. The following shall constitute events of Default:

(a) any representation or warranty made herein, or in any report, certificate, financial statement or other instrument furnished in connection with this Loan, or the borrowing hereunder, shall prove to be false or misleading in any material respect on or as of the date made or deemed made;

(b) default in the payment of any installment of the principal of, or fees or interest on, the Note within ten (10) days after the date when the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or by acceleration or otherwise;

(c) default, after the expiration of any applicable grace periods, in the payment of any installment of the principal of, or fees or interest on, any other Indebtedness of the Obligor to the Lender after the date when the same shall become due and payable giving effect to any grace or cure period;

(d) default in the due observance or performance of any covenant, condition or agreement contained in the Note (other than payment) or in the Security Documents, and the failure of Obligor to commence curing such default following a period of twenty (20) days after notice from Lender;

(e) default in the due observance or performance of any other covenant, condition or agreement, on the part of the Obligor to be observed or performed pursuant to the terms hereof, and the failure of Obligor to commence curing such default following a period of twenty (20) days after notice from Lender;

(f) default, after the expiration of any applicable grace or cure periods, in the due observance or performance of any covenant, promise or provision contained in any other agreement of the Obligor in favor of the Lender, including without limitation, any other note, loan agreement, mortgage deed, security document;

(g) the Obligor shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of it or any of its property, (ii) admit in writing inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or if partnership action shall be taken for the purpose of effecting any of the foregoing;

(h) an order, judgment or decree shall be entered, without the application, approval or consent of the Obligor by any court of competent jurisdiction, approving a petition

seeking reorganization of the Obligor or appointing a receiver, trustee or liquidator of the Obligor or of all or a substantial part of the assets of the Obligor, provided, however, with respect to such involuntary proceedings, the Obligor shall have ninety (90) days from the date of such order, judgment or decree to discharge the same;

(i) final judgment for the payment of money in excess of an aggregate of [redacted] shall be rendered against the Obligor and the same shall remain undischarged for a period of thirty (30) consecutive days, during which execution shall not be effectively stayed;

(j) any Event of Default shall occur and be continuing under any Guaranty;

(k) any Guarantor shall terminate his Guaranty;

(l) loss, theft, damage or destruction of any material portion of the Collateral for which there is either no insurance coverage or for which, in the opinion of the Lender, there is insufficient insurance coverage;

(m) if (i) any "notice of violation", "notice of responsibility" or other similar order is issued by any one or more Governmental Authorities against the Premises or the Obligor under any applicable Hazardous Waste Law and remains undischarged for a period of ninety (90) days after the issuance thereof or such lesser period of time stated in said notice or in any Hazardous Waste Law or (ii) if any lien or claim is filed or arises against the Premises under any Hazardous Waste Law;

(n) the Security Documents shall at any time after their execution and delivery and for any reason cease (a) to create a valid and perfected mortgage and/or security interest in and to the property purported to be the subject thereof and/or in the priority agreed to by the parties thereto; or (b) to be in full force and effect or shall be declared null and void, or the validity or enforceability thereof shall be contested by the Obligor, or the Obligor shall deny it has any further liability or obligation under the Security Documents; or

(o) if any easement over, across or under or otherwise affecting the Premises or any portion thereof (other than customary utility easements) shall be granted without the Lender's prior written consent.

4. Whenever there is an Event of Default in existence under this Note, (a) the entire balance outstanding hereunder and all other liabilities, indebtedness and obligations of Obligors to Lender (however acquired or evidenced) shall, at the option of Lender, become forthwith due and payable, without presentment, notice, protest or demand of any kind (all of which are expressly waived by Obligors) for the payment of the whole or any part hereof, and/or (b) to the extent permitted by law, the rate of interest on the unpaid principal shall, at the option of Lender, be increased to four (4) percentage points per annum greater than that which would otherwise be applicable (the "Default Rate"). Failure at any time to exercise any of the aforesaid options or any other rights of Lender hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of the aforesaid options or rights at

a later date.

5. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

6. Obligors, and each of them, hereby expressly WAIVE ANY RIGHT TO TRIAL BY JURY of any claim, demand, action or cause of action (a) arising under this Note or any other instrument, document or agreement executed or delivered in connection herewith, (b) in any way connected with or incidental to the dealings of Obligors or Lender or any of them with respect to this Note or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether sounding in contract or tort or otherwise; AND OBLIGORS HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF OBLIGORS TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

WITNESS:

OBLIGOR:
GREEN WAVE CC, INC.

By:

EXHIBIT A

AGREEMENT IN CONNECTION WITH PROMISSORY NOTE

This ("**Agreement**") is made and entered into as of December 9th, 2020 by and between Green Wave CC, INC. ("**Green Wave**"), a Rhode Island domestic non-profit corporation with a present mailing address of [redacted] and David R. Comolli an Donna M. Comolli ("**Lender**"). As used herein, Green Wave and Manager are hereinafter collectively called the "**Parties**" and individually called a "**Party**."

RECITALS

WHEREAS, the Parties acknowledge and agree that Undersigned executed a Promissory Note with the Principal Sum of [redacted] dated December 9th, 2020

Section 1. Condition Precedent(s). The Parties expressly acknowledge and agree that Green Wave shall have no right or entitlement to any monies from Lender, pursuant to the Promissory Note, unless it makes a showing to Lender that Green Wave requires said monies to cover budget overages in relation to the buildout of Green Wave's facilities and Green Wave makes a specific request of a sum certain to Lender the ("Sum Certain"). Lender shall have sole discretion as to whether the materials submitted by Green Wave are sufficient to demonstrate a genuine need of additional funds in the amount of the Sum Certain; however, Lender shall not withhold such approval and authorization unreasonably.

3. That the fiscal year of the Corporation shall end on December 31 of each year.

Christopher Sands

Richard Comolli

Gregory Roebuck

Raymond Lamont

Marc Gertsacov

Christopher Spagnole

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Appoint Christopher Sands to serve as the Green Wave CC, Inc.'s President.
2. Appoint Gregory Roebuck to serve as the Green Wave CC, Inc.'s Vice President.
3. Appoint Susan Gertsacov to serve as the Green Wave CC, Inc.'s Treasurer and Secretary.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III D.O.

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Subject to the award of a Rhode Island Medical Marijuana Compassion Center License to Green Wave CC, Inc., a Non-Profit Corporation, organized under the laws of the State of Rhode Island, and the Rhode Island Department of Business Regulation's approval of the merger of the Rhode Island Medical Marijuana Cultivator Licensee therewith, the Corporation enters into the Agreement, attached hereto as **Exhibit A**, with South County Cultivators, Inc., wherein South County Cultivators shall serve as a management and consultant company to Green Wave CC, Inc., as more specifically described therein.

2. It is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Christopher Sands and Richard Comolli are Stockholders of South County Cultivators, Inc. and Corporate Officers of South County Cultivators, Inc., and that such interests and relationships are known to the Board of Directors and Green Wave CC, Inc., as South County Cultivators, Inc. has provided to Green Wave CC, Inc., as well as its Directors, South County Cultivator, Inc.'s By-Laws; issued Capital Stock Certificates and any and all other business records within South County Cultivator, Inc.'s possession, custody and control. In addition, it is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Marc Gertsacov, the spouse of Green Wave CC, Inc.'s Treasurer and Secretary, Susan

Gertsacov, is a Stockholder of South County Cultivators, Inc., and that such interests and relationships are known to the Corporation and its Stockholders.

3. It is further expressly acknowledged by the Directors and the Corporation that the Agreement, **Exhibit A**, is commercially fair and reasonable based upon due diligence and market research performed by the Directors prior to the Consent contained herein.

4. Green Wave CC, Inc., is authorized and approved to enter into **Exhibit A** with South County Cultivators, Inc.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III

SOUTH COUNTY CULTIVATORS

INVENTORY

[redacted]
southcountycultivators
@ yahoo.com
[redacted]
: 11/11/20

Description	Quantity	Unit Price	Cost	Term	Adjusted
Fluence LED 2P	72	[redacted]	[redacted]	7	$ [redacted]
Quest Dehumidifier	4	[redacted]	[redacted]	7	[redacted]
Mitsubishi 4 Ton HVAC	4	[redacted]	[redacted]	7	[redacted]
Mitsubishi 3 Ton HVAC	3	[redacted]	[redacted]	7	[redacted]
Mobile Grow Racking	12	[redacted]	[redacted]	7	[redacted]
Grow Room Controls	3	[redacted]	[redacted]	7	[redacted]
Nutrients and Schedule	100	[redacted]	[redacted]		[redacted]
Security System and Vault	1	[redacted]	[redacted]	7	[redacted]
Initial Build out	1	[redacted]	[redacted]	15	[redacted]
License - Class "A" Intangible			-	15	[redacted]
Misc. equipment	1	[redacted]	[redacted]	15	[redacted]
Genetics	12	[redacted]	[redacted]	15	[redacted]
SOPS	1	[redacted]	[redacted]		-
Logo and Social Media	1	[redacted]	[redacted]		-
		Total	[redacted]		$ [redacted]

Annex F Narrative

The lease was secured through Greenway Realty due to funding and deposit rationale. The lease is intended to be directly from the property owner to Green wave CC without any involvement with the Management company. The lease is as follows.

- Please refer to Form 2 for any additional information requested
- All such financial transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

BUILDING LEASE

This Building Lease (the "Lease") is made and entered into this 3rd day of December , 2020 between the parties and upon the terms and conditions hereinafter set forth. If any provision relating to which a blank is to be filled in, is not filled in, it is inapplicable. "). **It is expressly acknowledged that this Lease shall be of no force and effect until such time as the Rhode Island Department of Business Regulation Medical Marijuana Program ("DBRMMP") awards to Green Wave a medical marijuana compassion center license. The Parties further acknowledge and agree that if the aforementioned-events do not occur, than this Lease shall have never had effect and will otherwise remain null and void as the award of a medical marijuana compassion center license to Green Wave is an express condition precedent to the Parties' mutual obligations under the Lease.**

SECTION 1. INFORMATION

1. Date of Execution of the Lease: December 3, 2020

2. Identity of "Landlord": Greenway Realty, LLC, with a mailing address of 45 General Stanton Lane Charlestown, RI.

3. Identity of "Tenant": Green Wave CC, Inc.

4. Description of the "Building" :187 Danielson Pike Foster, RI 02825 Plat 10 Lot: 0025B, consisting of a 2,900 sqft retail building.

5. "Term" of the Lease: Two (2) three year renewals

   "Initial Term": Three (3) years

   "Commencement Date: Award of License

7. "Purpose" Operation of Medical Marijuana Compassion Center pursuant to Rhode Island Law and Department of Business Regulation's Medical Marijuana Program's Rules and Regulations

8. "Security Deposit" [redacted]

9. "Base Rent"

   (a) Four Thousand five hundred dollars , the monthly rental shall be [redacted]

   (b) CAM Charge Eight Hundred [redacted] monthly

MC 12-3-2020

In presence of:

Greenway Realty, LLC

Lessor

WITNESS

By: _____ 12-5-2020

Managing Member Richard D. Small

Green Wave CC, Inc.

Lessee

WITNESS

By: _____

Director

181 Howard Hill Road · Foster, RI 02825
Phone: (401)392-9200 · Fax: (401)702-5010

Town of Foster

Est. 1781

ZONING CERTIFICATE

Date:

PLAT: 10 LOT: 0025/B POLE NO:

I. APPLICATION

Owner: Robert Paolissi

Lessee: GREEN WAVE CC

Street Address: 187 Danielson Pike

Town/State/Zip Code: FOSTER, RI 02825

Zoning district in which premises are located: GENERAL BUSINESS MIXED USE LARGE Bus Mdl-94 Commercial

Existing use of premises: Pool Supply

Proposed use of premises: MEDICAL MARIJUANA COMPASSION CENTER

Dimensions of proposed building: 2,900 SQFT 64x30 & 34x29

Extent of proposed alterations:

Section of Zoning Ordinances which permits this use, structure, or sign:

ARTicle I; IN General Section 38-2 Definitions

Section 38-191 TABLE OF USES ARTICLE IV USES

Signed: Robert Paolissi Address: [redacted] Phone No [redacted]

NOTE: **The Zoning Official may require that copies of plans and specifications, and such other information as may be deemed necessary, be filed with this application.**

II. CERTIFICATE

I hereby certify that the proposed use, structure, or sign conforms to the provisions of the Town of Foster Zoning Ordinances.

Date: 11/30/2020 Zoning Official: Elliott A. Bishop

Annex G Narrative

Green Wave CC will lease property directly from the property owner, however, the compensation will be less than $100,000. The lease is provided below.

In addition, the list of inventory items is also listed and is projected to be less than $100,000.

BUILDING LEASE

This Building Lease (the "Lease") is made and entered into this 3rd day of December , 2020 between the parties and upon the terms and conditions hereinafter set forth. If any provision relating to which a blank is to be filled in, is not filled in, it is inapplicable. "). **It is expressly acknowledged that this Lease shall be of no force and effect until such time as the Rhode Island Department of Business Regulation Medical Marijuana Program ("DBRMMP") awards to Green Wave a medical marijuana compassion center license. The Parties further acknowledge and agree that if the aforementioned-events do not occur, than this Lease shall have never had effect and will otherwise remain null and void as the award of a medical marijuana compassion center license to Green Wave is an express condition precedent to the Parties' mutual obligations under the Lease.**

SECTION 1. INFORMATION

1. Date of Execution of the Lease: December 3, 2020

2. Identity of "Landlord": Greenway Realty, LLC, with a mailing address of 45 General Stanton Lane Charlestown, RI.

3. Identity of "Tenant": Green Wave CC, Inc.

4. Description of the "Building" :187 Danielson Pike Foster, RI 02825 Plat 10 Lot: 0025B, consisting of a 2,900 sqft retail building.

5. "Term" of the Lease: Two (2) three year renewals

   "Initial Term": Three (3) years

   "Commencement Date: Award of License

7. "Purpose" Operation of Medical Marijuana Compassion Center pursuant to Rhode Island Law and Department of Business Regulation's Medical Marijuana Program's Rules and Regulations

8. "Security Deposit" [redacted]

9. "Base Rent"

   (a) Four Thousand five hundred dollars , the monthly rental shall be [redacted]

   (b) CAM Charge Eight Hundred [redacted] monthly

NC 12-3-2020

In presence of:

Greenway Realty, LLC

Lessor

WITNESS

By: _____ 12-5-2020

Managing Member Richard D. Small

Green Wave CC, Inc.

Lessee

WITNESS

By: _____

Director

181 Howard Hill Road · Foster, RI 02825
Phone: (401)392-9200 · Fax: (401)702-5010

Town of Foster

Est. 1781

ZONING CERTIFICATE

Date:

PLAT: 10 LOT: 0025/B POLE NO:

I. APPLICATION

Owner: Robert Paolissi

Lessee: GREEN WAVE CC

Street Address: 187 Danielson Pike

Town/State/Zip Code: FOSTER, RI 02825

Zoning district in which premises are located: GENERAL BUSINESS MIXED USE LARGE Bus Mdl-94 Commercial

Existing use of premises: Pool Supply

Proposed use of premises: MEDICAL MARIJUANA COMPASSION CENTER

Dimensions of proposed building: 2,900 SQFT 64x30 & 34x29

Extent of proposed alterations:

Section of Zoning Ordinances which permits this use, structure, or sign:

ARTicle I; IN General Section 38-2 Definitions

Section 38-191 TABLE OF USES ARTICLE IV USES

Signed: Robert Paolissi Address: [redacted] Phone No [redacted]

NOTE: **The Zoning Official may require that copies of plans and specifications, and such other information as may be deemed necessary, be filed with this application.**

II. CERTIFICATE

I hereby certify that the proposed use, structure, or sign conforms to the provisions of the Town of Foster Zoning Ordinances.

Date: 11/30/2020 Zoning Official: Elliott A. Bishop

SOUTH COUNTY CULTIVATORS

INVENTORY

[redacted]

: 11/11/20

Description	Quantity	Unit Price	Cost	Term	Adjusted
Fluence LED 2P	72	[redacted]	[redacted]	7	$ [redacted]
Quest Dehumidifier	4	[redacted]	[redacted]	7	[redacted]
Mitsubishi 4 Ton HVAC	4	[redacted]	[redacted]	7	[redacted]
Mitsubishi 3 Ton HVAC	3	[redacted]	[redacted]	7	[redacted]
Mobile Grow Racking	12	[redacted]	[redacted]	7	[redacted]
Grow Room Controls	3	[redacted]	[redacted]	7	[redacted]
Nutrients and Schedule	100	[redacted]	[redacted]		[redacted]
Security System and Vault	1	[redacted]	[redacted]	7	[redacted]
Initial Build out	1	[redacted]	[redacted]	15	[redacted]
License - Class "A" Intangible			-	15	[redacted]
Misc. equipment	1	[redacted]	[redacted]	15	[redacted]
Genetics	12	[redacted]	[redacted]	15	[redacted]
SOPS	1	[redacted]	[redacted]		-
Logo and Social Media	1	[redacted]	[redacted]		-
		Total	[redacted]		$ [redacted]

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Appoint Christopher Sands to serve as the Green Wave CC, Inc.'s President.
2. Appoint Gregory Roebuck to serve as the Green Wave CC, Inc.'s Vice President.
3. Appoint Susan Gertsacov to serve as the Green Wave CC, Inc.'s Treasurer and Secretary.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III D.O.

CONSENT OF THE DIRECTORS
OF

Green Wave CC, Inc.

The undersigned, being the Directors of the Board of Directors of GREEN WAVE CC, INC., do hereby, waive any required notice of a Board of Directors' meeting, and (b) consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. Subject to the award of a Rhode Island Medical Marijuana Compassion Center License to Green Wave CC, Inc., a Non-Profit Corporation, organized under the laws of the State of Rhode Island, and the Rhode Island Department of Business Regulation's approval of the merger of the Rhode Island Medical Marijuana Cultivator Licensee therewith, the Corporation enters into the Agreement, attached hereto as **Exhibit A**, with South County Cultivators, Inc., wherein South County Cultivators shall serve as a management and consultant company to Green Wave CC, Inc., as more specifically described therein.

2. It is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Christopher Sands and Richard Comolli are Stockholders of South County Cultivators, Inc. and Corporate Officers of South County Cultivators, Inc., and that such interests and relationships are known to the Board of Directors and Green Wave CC, Inc., as South County Cultivators, Inc. has provided to Green Wave CC, Inc., as well as its Directors, South County Cultivator, Inc.'s By-Laws; issued Capital Stock Certificates and any and all other business records within South County Cultivator, Inc.'s possession, custody and control. In addition, it is expressly acknowledged by Directors of the Board of Directors of Green Wave CC, Inc., that Marc Gertsacov, the spouse of Green Wave CC, Inc.'s Treasurer and Secretary, Susan

Gertsacov, is a Stockholder of South County Cultivators, Inc., and that such interests and relationships are known to the Corporation and its Stockholders.

3. It is further expressly acknowledged by the Directors and the Corporation that the Agreement, **Exhibit A**, is commercially fair and reasonable based upon due diligence and market research performed by the Directors prior to the Consent contained herein.

4. Green Wave CC, Inc., is authorized and approved to enter into **Exhibit A** with South County Cultivators, Inc.

Christopher Sands

Richard Comolli

Rocco Andreozzi, III

CONSENT OF THE STOCKHOLDER
OF

South County Cultivators, Inc.

The undersigned, being the Stockholders of SOUTH COUNTY CULTIVATORS, INC., do hereby (a) pursuant to Section 7-1.1-30.2 of the Rhode Island Business Corporation Act, waive any required notice of a Stockholder's meeting, and (b) pursuant to Section 7-1.1-30.3 of said Act, consent to the following action being taken without a meeting for and on behalf of the Corporation:

1. That the actions of the Incorporator(s) set forth in the Consent of Incorporator dated the 9th day of December, 2020 be, and they hereby are, ratified, approved and confirmed to be effective at such time as the Rhode Island Department of Business Regulation Medical Marijuana Program awards to Green Wave CC, INC., a Rhode Island Non-Profit Corporation, a Compassion Center License, pursuant to The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act. Shall that event not come to pass, said By-laws will have never become operable and will otherwise continue to be null and void.

2. That the Corporation and its Stockholder(s) elect that the Corporation be a "close corporation" pursuant to the provisions of Section 7-1.1-51 of the Rhode Island Business Corporation Act, as amended, and its Stockholder(s) specifically approve the privileges afforded the Corporation under the provisions of said Section 7-1.1-51 of said Act.

3. That the fiscal year of the Corporation shall end on December 31 of each year.

Christopher Sands

Richard Comolli

Gregory Roebuck

Raymond Lamont

Marc Gertsacov

Christopher Spagnole

Annex H:

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 Green Wave CC, Inc.
   ii. The ten (10) other persons with the highest-level annual compensation.

i.	Officers / Directors / Managers / Board	Staff Member	Salary	Annual Compensation	Green Wave CC	SCC, Inc
1	President / Board Member	Christopher Sands	[redacted]	[redacted]	x	
2	Vice President	Greg Roebuck	[redacted]	[redacted]	x	
3	Treasurer / Secretary	Susan Gerttsacov	[redacted]	[redacted]	x	
4	Compliance Manager	Timothy Pellicione	[redacted]	[redacted]	x	
5	Dispensary Manager	TBD	[redacted]	[redacted]	x	
6	Security Consultant	Timothy Fitzgerald	[redacted]	[redacted]	x	
7	Board Member	Richard Comolli	[redacted]	[redacted]	x	
8	Board Member	Rocco Andreozzi III, D.O.	[redacted] -	[redacted]	x	
ii.	Staffing South County Cultivators, Inc. (Management Co.)	Staff Member	Salary	Annual Compensation	Green Wave CC	SCC, Inc
1	Head Cultivator / President SCC	Richard Comolli	[redacted]	[redacted]		x
2	Human Resources	Deena Souza	[redacted]	[redacted]		x
3	Chief Financial Officer	Christopher Spagnole	[redacted]	[redacted]		x
4	Chief Security Officer	Raymond Lamont	[redacted]	[redacted]		x
5	Quality Control Manager	Jane LeBlanc	[redacted]	[redacted]		x
6	Inventory Manager	TBD	$[redacted]	[redacted]		x
7	Cultivation Team Member #2	TBD	$[redacted]	[redacted]		x
8	Packaging & Labeling Lead	Marc Gertsacov	$[redacted]	[redacted]		x
9	Trimming, Curing, & Packaging Lead	TBD	$[redacted]	[redacted]		x
10	Security Staff	TBD	$[redacted]	[redacted]		x

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 #
RI	Cultivation "A"	South County Cultivators, Inc.	[redacted]
RI	Cultivation "B"	CRI, LLC	[redacted]
RI	Compassion Center	Green Wave CC, Inc.	Pending Award
N/A			

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.

December 14th, 2020

Signature of Authorized Signatory Date

Christopher D. Sands

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Green Wave CC, Inc.

Part 5 – Compassion Center Application Required Exhibits

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.

[ATTACH AND SIGN BELOW – If None, state "None" and Sign]

_____ December 14th, 2020

Signature of Authorized Signatory Date

Christopher D. Sands

Printed Name

Print Title: President

Print Name of Applicant/Licensee: Green Wave CC, Inc.

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)(l) 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]

December 14th, 2020

Signature of Authorized Signatory — Date

Christopher D. Sands

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Green Wave CC

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.

[ATTACH AND SIGN BELOW]

December 14th, 2020

Signature of Authorized Signatory — Date

Christopher D Sands

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Green Wave CC

CC Exhibit D- Security and Safety Plan

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

The security and safety plan must demonstrate Applicant's understanding of, and ability to, comply with the requirements under the Act and the Regulations and shall include without limitation a description of:

(a) Security equipment including hardware, software applications, and compliance with industry standards and specifications;

(b) Applicant's security and safety plan with regard to third-party vendors;

(c) Applicant's security and safety plan with regard to Standard Operating Procedures;

(d) Applicant's security and safety plan with regard to cash management and/or electronic payment processing, as applicable;

(e) Applicant's security and safety plan with regard to confirmation of a secured deposit banking account or proposed plan to obtain such account prior to beginning the proposed licensed activities;

(f) How Applicant would train all employees and registered Compassion center agents on security procedures;

(g) How Applicant would train all employees and registered Compassion Center agents on safety procedures, including but not limited to responding to a (1) medical emergency, (2) a fire, and (3) a chemical spill;

(h) How Applicant would train all employees and registered Compassion Center agents on safety procedures including responding to threatening events, such as an armed robbery, an invasion, a burglary, and any other criminal incident;

(i) How Applicant would secure the licensed premises and facility to prevent unauthorized entry in accordance with the Regulations;

(j) How the premises and facility will be equipped with a security alarm system that:
    1. secures and monitors the entire perimeter;
    2. is continuously monitored; and
    3. is capable of detecting power loss/interruption in accordance with the Regulations;

(k) How the premises and facility will be protected by a video surveillance recording system to ensure surveillance of the entire licensed premises and adherence to the video surveillance requirements in accordance with the Regulations;

(l) How a video surveillance system will be supported by adequate security lighting in accordance with the Regulations;

(m) How Applicant would maintain a security alarm system that covers all perimeter entry points and portals at all premises;

(n) How the security system will be:
1. Continuously monitored,
2. Capable of detecting smoke and fire, and
3. Accessible via remote feed to the Department of Business Regulation in accordance with the Regulations.

(o) How security footage and equipment will be stored and secured in accordance with the Regulations.

(p) How Applicant will maintain a video surveillance recording system at all premises that:
1. Records all activity in images of high quality and high resolution capable of clearly revealing facial detail;
2. Operates 24-hours a day, 365 days a year without interruption; and
3. Provides a date and time stamp for every recorded frame.

(q) How the surveillance camera(s) will be located and operated to capture each exit from the premises;

(r) How the surveillance camera(s) will capture activity at each entrance to an area where medical marijuana and medical marijuana products are located;

(s) How the recording of security video surveillance shall be made available to the Department of Business Regulation or law enforcement in accordance with the Regulations;

(t) How Applicant will, when visitors are admitted to a non-public area of the licensed premises:
1. Log the visitor in and out;
2. Continuously visually supervise the visitor while on the premises; and
3. Ensure that the visitor does not touch any medical marijuana or medical marijuana products.

(u) Applicant's policies and procedures for maintenance of a log of all visitors;

(v) The process Applicant will follow in reporting a theft or diversion to:
    1. the Department of Business Regulation; and
    2. Rhode Island State Police in accordance with the Regulations.

(w) How Applicant will ensure that it, or a registered agent thereof, will not distribute any medical marijuana or medical marijuana products to any person if the licensee or registered agent knows, or may have reason to know, that the distribution does not comply with the Act or the Regulations;

(x) How Applicant will record and execute the transfer of medical marijuana from licensed medical marijuana cultivators in accordance with the Regulations; and

(y) How Applicant will record and execute the transfer of medical marijuana to a patient cardholder, caregiver cardholder, or authorized purchaser cardholder in accordance with the Regulations.

[ATTACH AND SIGN BELOW]

_____ December 14th, 2020
Signature of Authorized Signatory Date

Christopher D Sands
Printed Name
Print Title: President
Print Name of Applicant/Licensee: Green Wave CC

(v) The process Applicant will follow in reporting a theft or diversion to:
    1. the Department of Business Regulation; and
    2. Rhode Island State Police in accordance with the Regulations.

(w) How Applicant will ensure that it, or a registered agent thereof, will not distribute any medical marijuana or medical marijuana products to any person if the licensee or registered agent knows, or may have reason to know, that the distribution does not comply with the Act or the Regulations;

(x) How Applicant will record and execute the transfer of medical marijuana from licensed medical marijuana cultivators in accordance with the Regulations; and

(y) How Applicant will record and execute the transfer of medical marijuana to a patient cardholder, caregiver cardholder, or authorized purchaser cardholder in accordance with the Regulations.

[ATTACH AND SIGN BELOW]

_____ December 14th, 2020
Signature of Authorized Signatory Date

Christopher D Sands
Printed Name
Print Title: President
Print Name of Applicant/Licensee: Green Wave CC

CC Exhibit E – Operations Manual Required Content

Attach hereto as CC Exhibit E Applicant's Operations Manual for the Compassion Center with all information and in compliance with § 1.2(C)(4)(e) of the Regulations.

The Operations Manual must include, without limitation, a written description of Applicant's policies, procedures and plans regarding:

- Patient intake and identification checks, patient education, patient feedback/product selection, any other proposed services to be provided at the Compassion Center:
- Point of sale tracking;
- Advertising;
- Vehicle/foot traffic impact and mitigation of community impact;
- Packaging and labelling;
- Complaints;
- Returns/refunds; and
- Product recalls.

The Operations Manual must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations and include without limitation a description of:

(a) The Applicant's biography including experience, knowledge, and training as it relates to:
    1. The marijuana industry in Rhode Island or any other state;
    2. Current role or participation in the Rhode Island Medical Marijuana Program;
    3. Past experience running a business or nonprofit;
    4. Familiarity with medical marijuana products and patients' utilization of products to treat qualifying conditions;
    5. Product testing and the use of seed to sale inventory tracking; and
    6. Any other background information or documentation Applicant believes demonstrates its qualifications to hold a compassion license.

    If Applicant is currently a caregiver, licensed cultivator, or part of a licensed cooperative cultivation entity in Rhode Island, Applicant must include their registration ID number and how long they have been a caregiver or operating as a licensed cultivator or cooperative cultivation.

(b) A list of proposed medical marijuana varieties and product types proposed to be offered.

(c) A pricing model for how the price of products will be determined. Applicant must do this for products that will be procured from licensed cultivators as well as for products which may be manufactured by the compassion center if approved and/or applicable. This must include price ranges by categories of products (edibles, tinctures, vape cartridges, topicals, *etc.*) and/or any price structures which are based on levels of specific cannabinoids (THC, THCa, CBD, *etc.*). Applicant must state whether the compassion center

would utilize pricing tiers for flower or any other categories of products and, if so, describe the general product requirements of each product as well as the price range per tier.

(d) Any programs the compassion center would adopt to provide patients with discounted or free medicine. Applicant must include any qualifying factors it plans to use, if any, such as patient income, disability status, terminal diagnosis, or any other need-based criteria which the center may adopt.

(e) How the Applicant would train all employees and registered compassion center agents on Federal and State medical marijuana laws and regulations as well as other laws and regulations pertinent to the compassion center agents' responsibilities.

(f) How the Applicant would train all employees and licensed compassion center agents on standard operating procedures.

(g) How the Applicant would train all employees and registered compassion center agents on detection and prevention of diversion of medical marijuana and medical marijuana products.

(h) How the Applicant would establish written standard operating procedures for receipt of medical marijuana material and/or products, including how Applicant will inspect products for defects, contamination, and compliance with Regulations.

(i) How the Applicant will use a perpetual inventory control system that identifies and tracks Applicant's stock of medical marijuana products from the time the medical marijuana is obtained by, or delivered to, a registered compassion center to the time it is sold or transferred to a patient cardholder, caregiver cardholder, or authorized purchaser in accordance with the Regulations. Applicant must address the situation in which it has access to the state approved Medical Marijuana Program Tracking System and the situation in which Applicant does not have access to the System (as specified in the Regulations).

(j) How, as soon as is practical, if the Applicant does not have access to the state approved Medical Marijuana Program Tracking System, Applicant will, for each medical marijuana unit or product:
    1. Create a unique identifier;
    2. Enter information regarding the product/unit into an alternate inventory control system;
    3. Create a label with the unique identifier and batch number; and
    4. Securely attach the label to each unit/product.

(k) How the Applicant will notify the Department of Business Regulation of an inventory or supply discrepancy if Applicant discerns a discrepancy between the inventory and the medical marijuana program tracking system.

(l) How the Applicant will quarantine and not release any medical marijuana product if notified the product fails to meet all criteria for production or patient consumption in accordance with the Regulations.

(m) In the case where faulty products have been sold or transferred to customers, how the Applicant will institute a recall and notify customers about the faulty products and what they should do if they still possess them.

(n) How the Applicant will hold medical marijuana and medical marijuana products in secure and segregated storage.

(o) How the Applicant, as a licensed compassion center, would establish procedures to receive, organize, store, and respond to all oral, written, electronic, or other complaints regarding medical marijuana and adverse events.

(p) How the Applicant will ensure it does not transport medical marijuana or medical marijuana products to, or receive any medical marijuana or medical marijuana products from, any place outside of Rhode Island.

(q) How the Applicant will have a standard operating procedure to require an employee or compassion center agent to report any personal health condition that could pose a threat to customers or compromise the cleanliness or quality of the medical marijuana products the employee/agent might handle.

(r) How the Applicant will provide for disposal and segregated storage of any medical marijuana or product that is outdated, damaged, deteriorated, misbranded, or adulterated.

(s) How the packaging and labeling of medical marijuana finished products will be in compliance with all applicable Regulations.

(t) How a package of medical marijuana finished product will bear any allergen warning required by law.

(u) How the Applicant will assure that a package of medical marijuana finished product does not bear any resemblance to the trademarked, characteristic, or product-specialized packaging of any commercially available candy, snack, baked good, or beverage.

(v) How the Applicant will assure that a package of medical marijuana finished product does not bear any statement, artwork, or design that could mislead any person to believe that the package contains anything other than a medical marijuana finished product.

(w) How the Applicant will assure that a package of medical marijuana finished product does not bear any cartoon, color scheme, image, graphic, or feature that might make the package attractive to children.

(x) How the Applicant will ensure compliance with state and federal health and safety protocols, requirements and guidance with respect to the COVID-19 health pandemic.

Exhibit E Signature page

[ATTACH AND SIGN BELOW]

December 14th, 2020.

Signature of Authorized Signatory — Date

Christopher D Sands

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Green Wave CC

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** X

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.

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;

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;

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;

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

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.

Exhibit F Signature page

[ATTACH AND SIGN BELOW]

December 14th, 2020

Signature of Authorized Signatory Date

Christopher D Sands

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Green Wave CC

CC Exhibit A

Disclosures

CC Exhibit A Part 5 for inclusion

For inclusion in Part 5, CC Exhibit A

As to CRI, LLC, a Rhode Island Limited Liability, which is presently a Rhode Island Medical Marijuana Program Cultivator Licensee

Christopher Sands, Greg Roebuck and Marc Gertsacov are the members of CRI, LLC, a Rhode Island Limited Liability, which is presently a Rhode Island Medical Marijuana Program Cultivator Licensee (License No [redacted] As such, please consider this as said individuals' disclosure of such licensure. Please also be aware that said CRI, LLC, as well as its Members have a divesture plan in place should the Applicant's Application be successful. Per CRI, LLC's Operating Agreement, attached hereto as **Exhibit A,** in particular, Section 13.4, "Admission of Substitute Members," the above-referenced members shall vote on and pass a membership consent consenting to the substitution of Christopher Sands, Greg Roebuck and Marc Gertsacov as members of CRI, LLC as follows:

- Christopher Sands will be substituted with Patrick Sands
- Greg Roebuck will be substituted with David Roebuck
- Marc Gertsacov will be substituted with Seth Gertsacov

Further, the above-referenced substitution, by and through Section 13.4 of the Operating Agreement, will be wholly dependent on the Rhode Island Department of Business Regulation Medical Marijuana Program granting approval of the same, by and through an application to the Program utilizing the change of ownership form for licensees. Of course, the proposed substitute are ready, willing and able to engage in and satisfy any criminal record requirements as contained in State law and regulations. Should the above-referenced proposed substituted parties not obtain the approval of the Department, in that event Christopher Sands, Greg Roebuck and Marc Gertsacov will identify different individuals for submission to the Department and execute all corresponding corporate paperwork.

As to South County Cultivation, Inc. a Rhode Island Corporation, which is presently a Rhode Island Medical Marijuana Program Cultivator Licensee

Richard Comolli is the sole owner and shareholder of South County Cultivation, Inc., a Rhode Island Corporation, which is presently a Rhode Island Medical Marijuana Program Cultivator Licensee (License No [redacted] Based on State law and the Department of Business Regulations, as a licensed cultivator and Applicant, herein, for the award of a compassion center license, it is the Applicant's understanding based on its analysis of relevant statute and regulations, that if successful, South County Cultivator's License will effectively merge with the Compassion Center Licensed issued to Green Wave CC, Inc. if that event comes to pass, as stated elsewhere in this Application. At such time , per this Application and the documents contained herein South County Cultivation, Inc., will no longer be a licensee and will commence serving as Green Wave CC, Inc.'s Management Company and Consultant.

Should the Rhode Island Department of Business Regulation Medical Marijuana Program determine for whatever reason whatsoever, that there can be no merger of South County Cultivation, Inc.'s cultivation license with Green Wave CC, Inc.'s compassion center license, if so granted, than in that event South County Cultivation, Inc., by and through its sole owner and shareholder, will transfer any and all interests, through the appropriate corporate documentation, so as to transfer all right tile and interest in South County Cultivation, Inc. into the following individuals noted above. Further, the above-referenced transfer will be wholly dependent on the Rhode Island Department of Business Regulation

Medical Marijuana Program granting approval of the same, by and through an application to the Program utilizing the change of ownership form for licensees. Of course, the proposed substitute is ready, willing and able to engage in and satisfy any criminal record requirements as contained in State law and regulations. Should the above-referenced proposed substituted party not obtain the approval of the Department, in that event Richard Comolli will identify a different individual for submission to the Department and execute all necessary corporate paperwork

		Date
Christopher D Sands	Christopher D Sands	12-9-2020
Gregory Roebuck	Gregory J. Roebuck	12-9-2020
Marc Gertsacov		12/9/2020

The Applicant consists of Green Wave CC, Inc., a Rhode Island not-for profit corporation, incorporated under the laws of Rhode Island for the sole purpose of applying for a Rhode Island Compassion Center License and serving Rhode Island Medical Marijuana Program Patients, as well as South County Cultivators, Inc., a Rhode Island for profit-corporation, that is presently issued a Rhode Island Medical Marijuana Program Cultivation License with License N[redacted] As noted in CC Form 2, the Directors of the Board of Directors of Green Wave CC, Inc. is Christopher Sands; Richard Comolli and Dr. Rocco Andreozzi, III. As also noted in CC Form 2, Richard Comolli is the sole owner and shareholder of South County Cultivator's Inc at this time. Thus, together, Green Wave CC, Inc. and South County Cultivator's Inc., is the Applicant.

Moreover, pursuant to Rhode Island General Laws and Rhode Island Department of Business Regulations, a presently licensed Cultivator may apply for a Rhode Island Medical Marijuana Compassion Center License. If successful, such an applicant is entitled to a merger of the previously issued cultivation license with the newly issued compassion center license. However, there is no merger as it relates to corporate form. Further, pursuant to Rhode Island General Laws and Rhode Island Department of Business Regulations, the compassion center license may only be held by a Rhode Island non-profit, such as Green Wave CC, Inc. As such, the Applicant is comprised of the newly incorporated non-profit and the pre-existing cultivator licensee.

Importantly, because the merger as to licensure has no impact on corporate form, nor does it require a merger of the non-profit and cultivator licensee corporation, South County Cultivators will continue to exist as a corporation. As such and wholly dependent upon the issuance of a compassion center license to Green Wave and approval of the Department of Business Regulation, South County Cultivator's will serve Green Wave CC, Inc. as Green Wave CC's management and consultant company and will otherwise be responsible for day-to-day operations as demonstrated by the Management Agreement, identified elsewhere in this Application. As stated therein, South County Cultivation will have operational control over the day-to-day operations of Green Wave's facility and, of course, as expressly stated in detail and demonstrated in the Application, at commercially reasonable rates as to any fees for such services.

As a result of the merger of the South County Cultivation Cultivator License into the Compassion Center license, if so awarded to the Applicant, the Applicant will be allowed to cultivate at the location that South County Cultivation is presently cultivating as part of the overall operations of Green Wave CC, Inc. In addition, pursuant to Rhode Island General Laws and Rhode Island Department of Business Regulations, Green Wave will be able to sell medical marijuana and associated products to patients via retail sales at the location designated elsewhere in this Application. For this reason, the instant Application describes and provides standard operating procedures for any and all cultivation activities that Green Wave will engage in. Unlike an applicant that does not presently have a cultivation license and whom has no authority to cultivate marijuana without a variance from the Department of Business Regulation, this Applicant, by and through the above-referenced regulatory path, may engage in these activities.

To the extent that the Department of Business Regulation disagrees with the above-referenced interpretation of Rhode Island General Laws and Rhode Island Department of Business Regulations as it relates to merger of a pre-existing cultivation license as contemplated herein, than in that event, as will be described more fully, in CC Exhibit relative to disclosures and divestment, the sole shareholder of South County Cultivators, Inc., Richard Comolli, has provided a divesture plan wherein he will divest any

and all interest in South County Cultivators, Inc., will divest himself of said cultivation license and transfer it to a third-party, pursuant to the Department of Business Regulations Rules and Regulations, as well as said Department's prior written approval. Said divesting plan has been included in this Application out of an abundance of caution should DBR take a more narrow interpretation of the merger provision as it relates to a Cultivator Licensee that seeks an award of a compassion center license.

Richard Conolli
President South County Cultivators

12-9-2020
Date

CC Exhibit B – Compliance Plan

Introduction

Green Wave CC has provided a comprehensive list for all positions required to fully staff and operate Green Wave CC per DBR regulations. Each position lists the role, responsibilities, qualifications, authority, access control and supervision. Any items of concern can be found within our Operation E - Operations and Training Manual or within our Standard Operating Procedures, Policies, or Manuals in order to remain compliant but avoid some redundancy.

All requirements stated within the application and regulations were used to create our SOPs, Policies, Manuals, Forms, Contracts, Agreements, along with but not limited to Exhibits hereinafter referred to as "the Company Policies". These documents will be the company's reference for all activity where a copy will either be provided upon hire, request, or be made available within the offices of the Compliance Officer, Human Resource Manager, or Vice President depending on the management company services provided. A copy of all will also be available to all employees, volunteers, agents, or members hereinafter described as "Staff" through the company's database by visiting www.greenwavecc.org/files/employeemanual (example), or in a bound paper copy, if the employee so requests.

The Compliance Manual was created to include global operations and compliance for all daily operations. In the event that a management company is utilized, that company will be required to follow all requirements within the Green Wave CC Company Policies. Green Wave CC will ensure compliance through our Human Resource Manager and Compliance Officer where all staff, management companies and/or vendors will be required to sign off on documents such as:

1. **The Employment / Volunteer Application / Form**

This is essentially the Green Wave CC application and the starting point of joining our staff.

2. **Training Curriculum & Employee, Agent, and/or Volunteer Manual**

This manual organizes all training information whether it be a one time event or yearly tutorial. The Employee Manual will describe the items discussed immediately below in more detail.

3. **Employee Contract / Volunteer Engagement Form**

This form outlines basic contact information, position approved, benefits, salary, hours, and directs applicants to a staff description policy outlying all roles, responsibilities and duties.

4. **Employment / Agent / Volunteer File / Form**

This form initiates the employment or volunteer engagement file will be constructed and overseen by HR.

5. **Employee, Agent, and Volunteer Training Certification Form**

This form verifies all aspects of training such as HIPPA to include individual dates, locations, along with but not limited to the trainer's name and title.

Green Wave CC also created a management company/vendor service contract to address any areas of overlapping responsibilities between companies to further ensure compliance.

For application purposes we used our SOPs or policies to answer several questions; however, there were additional requirements created by our team based on industry experience. Therefore, Green Wave CC will address the concerns laid out by the Department of Business Regulation ("DBR") in a systematic manner to prevent unnecessary searching for responses while also listing all Documents separately. While redundant, Green Wave CC will bound all Documents for Staff purposes.

The following is **Green Wave CC's Compliance and Safety Manual / Plan**

The operating procedures contained in this Document / Manual are being provided to you, our most important company asset, our Staff. Without a Staff, there is no Compassion Center, a/k/a Center to provide our patients with the highest quality and most effective medical marijuana for the patients that seek the recuperative, restorative and healing powers of medical marijuana in its various forms and compounds. These instructions are to provide both a standard and emergency set of operating and safe procedures for the Center. It is a fluid document, allowing revisions to existing procedures to make them more effective, while also engaging in a process to construct new procedures as regulations and better management practices evolve. If any of our Staff have suggestions, we ask that you please voice them to Human Resources, the Compliance Officer or Vice President, or during our regular Open Meetings, as your input is most valuable. This manual utilizes the current Rules and Regulations related to the Medical Marijuana Program administered by the Rhode Island Department of Business Regulation ("DBR"), along with the Rhode Island General Laws 21-28.6-1 et seq., known as the Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act (the "Act"), and all other applicable regulations as set forth by the State of Rhode Island. This working manual will be kept current on the company's database, as well as the Center's offices, where any material changes to these Standard Operating Procedures ("SOP" in the singular, or "SOPs" in the plural)'s will be reported to the Department, as

required. Changes in policy will be printed and posted in the Company bulletins provided to the entire staff.

CC Exhibit B – Compliance Plan

Table of Contents

1. Patient Privacy
2. Sales to new and out-of-state patients
3. Procedures for Access to Restricted Areas
4. Affiliations with the local patient and community organizations
5. Employee/workplace drug use policies/procedures
6. Compliance testing policies/procedures
7. Policies/procedures/mechanisms to ensure compliance with prohibited financial interests
8. Additional Requirements for establishing and maintaining its nonprofit status
9. Compliance Officer Appointment
10. Compassion Center Application, Licensing and Renewals
11. Divestiture of Prohibited Material Financial Interest and Control
12. DBR Post - License Inspection of Operations and Inventory
13. Prohibited Business Relationship with Medical Practitioners
14. Variance Requests - Changes in Licensed Premises, Activities, Ownership, and Control
15. Registry Identification Cards
16. Criminal Background Checks
17. Issuance of the Registry Identification Card
18. Expiration and Renewal of Registry of Identification Cards
19. Duty of Notify DBR of Disqualifying Criminal Information
20. Termination of Registry Identification Card
21. Plant Tagging
22. Permitted and Prohibited Source of Marijuana, contact requirements, sales, and transfers
23. Permitted and Prohibited Sales and Transfers
24. Inventory Limits Sources and Control
25. Minimum Security Requirements
26. Personal Records
27. Record Storage and Responsibility for Loss of Records and Data
28. Use on Premises Prohibited
29. Transportation of Medical Marijuana Products
30. Detailed Transportation Manifests
31. Authorized Transportation Requirements
32. Home Delivery
33. Manufacturing and Extraction
34. Required Patient Outreach Activities
35. Required Employee, Agent, and Volunteer Training

36. Odor Control & Mitigation
37. Pesticide Use and Records
38. Minimum Sanitation and Workplace Safety Conditions
39. Safe Disposal of Medical Marijuana Waste and Safe Destruction of Useable Medical Marijuana
40. Nonprofit Compliance
41. Medical Marijuana Product Designation
42. Advertising
43. Quarantined Marijuana Products, Retest, Remediation and Recalls
44. Enforcement
45. Marijuana Equivalency Table

46.

1. Patient Privacy

All staff at Green Wave CC will be trained to follow all required Health Insurance Portability and Accountability Act of 1996 ("HIPPA") protocols. HIPPA certification process will be required of all employees, and/or volunteers, through the nationally recognized online platform, www.HIPPATRAINING.COM prior to interacting with patients or having access to sensitive or private information.

Any release of a Patient's private information will need to be verified by the Compliance Officer who will ensure all required patient signatures are in place on our authorization form prior to any release of said information.

The Human Resources Department will ensure all new employees who will be accessing any private information will not be allowed to work or volunteer without a current HIPPA certification. All certifications will be scanned and saved within each employee or volunteer's file in the Company's database and record management. Human Resources will also ensure that all regulations are followed regarding HIPPA requirements.

All employees will have access to the resources below.

RESOURCES

HIPAA Privacy Rule

https://www.hhs.gov/hipaa/for-professionals/privacy/index.html

HHS OCR Summary of the Privacy Rule

https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html

HHS OCR Public Health Authority Guidance

https://www.hhs.gov/hipaa/for-professionals/special-topics/public-health/index.html

HHS OCR Guidance on Disclosures in Emergencies

https://www.hhs.gov/hipaa/for-professionals/faq/960/can-health-care-information-be-shared-in-a-severe-disaster/index.html

HIPAA Privacy Decision Tool for Emergency Preparedness

https://www.hhs.gov/hipaa/for-professionals/special-topics/emergency-preparedness/decision-tool-overview/index.html

1.

2. **Sales to new and out-of-state patients.**

Green Wave CC may conduct sales to out-of-state patient cardholders in accordance with R.I. Gen. Laws § 21-28.6-4(o), provided the receiving or purchasing patient has a valid medical marijuana card, or its equivalent, which has been issued by the applicable regulating authority for the medical marijuana program of the issuing U.S. state/jurisdiction/territory. The patient must also possess and present valid government issued identification matching the name on their medical marijuana card.

Each verified patient shall complete a DBR approved Intake Form which includes at minimum the home state card registration number (or if the home state registration number is not available, a unique identifier assigned by the compassion center). Please see our proposed **Patient Intake New and Out of State Form** as an example of the form.

Green Wave CC will log and track all transactions with each out-of-state patient cardholder in the Medical Marijuana Program Tracking System according to the issuing state's patient card registration number or the unique identifier assigned to that person by Green Wave CC.

Green Wave CC will provide each out-of-state patient cardholder with a notice regarding the requirements and prohibitions under the Act and any regulations promulgated thereunder that apply to dispensing and use of medical marijuana within the State of Rhode Island, including without limitation notice of medical marijuana dispensing and possession limits, the prohibition of taking medical marijuana and medical marijuana products across state lines and prohibition of smoking or using medical marijuana in public spaces. Out-of-state patient information shall be maintained confidentially in accordance with § 1.6.6(D)(2).

Green Wave CC will provide each out-of-state patient cardholder with a notice regarding the requirements and prohibitions under the Act and any regulations promulgated thereunder that apply to dispensing and use of medical marijuana within the State of Rhode Island, including without limitation notice of medical marijuana dispensing and possession limits, the prohibition of taking medical marijuana and medical marijuana products across state lines and prohibition of smoking or using medical marijuana in public spaces.

Please see Green Wave CC's proposed Educational Manual for staff and new patients. It reviews medicating options, side effects, State and Federal Laws, along with much more.

2. Procedures for Access to Restricted Areas

Please see our Procedures for Access to Restricted Areas SOP. All Green Wave CC Staff will have knowledge of where the restricted areas are located within all facilities and who has access to them. The Human Resource Manager and Chief Security Officer /

Consultant will approve access limitations which are mostly declared within our **Staff Duties, Authority, Responsibilities, Qualifications and Supervision Policy**

If other Staff Members need to access the Restricted Area for legitimate purposes, those employees shall be provided with escorted and monitored access per an approved Green Wave CC Staff Member.

Restricted areas shall be clearly marked with a sign that shall be at a minimum 12" x 12" and that states, "Do Not Enter - Restricted Access Area - Authorized Personnel Only" in lettering no smaller than one inch in height.

Employee key card badges shall be preprogrammed to gain access or a key shall be allowed per regulations.

A report shall be filled out anytime anyone enters a restricted area. The report shall include the name of the person accessing the area, the date, time, and reason for the access and the name of the escort.

Any employee found inside of a restricted area without an escort shall be reported immediately to Security and a report shall be generated and investigation commenced.

The restricted areas within the facilities shall be accessed through a key card or badge system programmed by Green Wave CC's contracted and certified alarm company in accordance with the Department's regulations. An electronic record shall be recorded each time a key card or badge is used to gain access to a restricted area. The Human Resource Department and Security Department will determine the levels of access allowed to each employee.

Green Wave CC keys to the restricted areas shall be locked inside of the security office or as determined per policy. A sign out sheet shall be kept noting who accessed the keys, the reason for such access and the name of the escort accompanying the party entering the restricted area.

3. Affiliations with local patient and community organizations

Green Wave CC will have outreach activities directed towards the community and our authorized clientele specifically registered qualifying patients, registered primary caregivers, and authorized purchasers for registered qualifying patients.

Green Wave CC has contacted Veterans Organizations and will contact mental health advocates and other medical groups that often seek the recuperative effects of medical marijuana to treat PTSD, as other mental health issues are tied into this unfortunate diagnosis, and often treated with medical marijuana.

Green Wave CC has contacted the President of the local Habitat for Humanity where preliminary agreements have been made to make financial contributions, but to also recruit Green Wave CC staff to volunteer on Habitat for Humanity projects to build housing. Green Wave CC's Treasurer is also on the Board of Directors of Habitat for Humanity.

Green Wave CC has also contacted South County Charities for creative ideas to assist those in need on more of an individual level. Green Wave CC's Compliance Manager is the Co-Founder of this non-profit and will assist Green Wave CC in non-profit affairs and in helping the community.

Green Wave CC will align with a local diversion DARE-type program to help oversee policies and practices along with educational opportunities, inside and outside of our walls. Green Wave CC will strive to keep cannabis away from those unauthorized users and will employ trained employees and security to identify suspected diversion or other suspicious behaviors.

Green Wave CC will also work with local doctors and other medical professionals to cooperatively work to find the best medicine and delivery methodology for qualified patients. Green Wave CC will provide all applicable usage techniques and any corresponding safety information to all patients, caregivers, or interested parties. We have created extensive educational tools that communicate potential side effects as well.

Green Wave intends to take a medicine first approach to its pharmacological treatment offerings. An intake meeting will be held with each patient (or their caregiver) will be conducted to understand the particular ailments being treated. Regular follow up consultations with each patient (or their caregiver) will be performed to discuss the efficacies of the medicine and to see what changes could be made to achieve better outcomes. Green Wave CC will also offer consultations either over the phone or through secure video conferencing platforms, such as Zoom, for those patients

interested in communicating with Green Wave CC without having to come to its building.

Green Wave CC will offer out to the wider interested community the use of their conference room, once in person gatherings are allowed per DOH regulations, for group therapy sessions or community meetings. It is invaluable to let people network together, identify each other's struggles, and find the best ways to proceed. Therapy sessions will be offered to Veterans; however, we will always keep an eye on the community and allow most to benefit from group therapy sessions.

During these difficult times, Green Wave will protect our patients by exceeding COVID regulations. Safety measures, such as breath shields at each customer service station will be installed and regular and fastidious cleaning with disinfectants to all common surfaces will be employed. Green Wave CC will also be able to serve its clientele by having them order via our website, or to call ahead to prepare their order in advance, for curbside pick up service for those immunocompromised patients, handicapped patients, those 65 years or older, or per medical practitioners note. Green Wave CC will take industry leading measures to protect its patients, caregivers and their authorized purchasers.

In order to promote and differentiate Green Wave CC's offerings to its authorized clientele, Green Wave will offer a loyalty program where patients are automatically enrolled into our program to earn loyalty rewards towards Green Wave CC's variety of other offerings, such as discounts on clothing, therapeutic massage at area licensed therapists, discounts at area museums and other offerings of interest.

Habitat for Humanity® of West Bay and Northern Rhode Island

P.O. Box 6743
Warwick, RI 02887
www.habitatriwestbay.org
401-732-6407

12/07/2020

Green Wave CC

Attn: Chris Sands

Dear Chris,

It was nice speaking with you and your company has a strong interest in helping both the local communities you serve but also those in need throughout the state. Your attention to assisting Veterans was noted and appreciated.

We also appreciate the offer for both financial assistance and encouraging your staff to volunteer.

Please contact me following the award of a compassion center license.

Sincerely,

Amy L. Gates,

Amy Gates
President
West Bay Chapter
Habitat for Humanity

4. **Employee/workplace drug use policies/procedures.**

Green Wave CC will not permit the use of drugs or alcohol, including marijuana or marijuana products on the premises of either the compassion center or associated cultivation facility, including parking areas that are designated for Green Wave staff and clientele or otherwise under the control of Green Wave CC.

Green Wave CC will maintain a strict drug and alcohol free workplace policy. Any employee, or volunteer that is suspected of being under the influence of drugs or alcohol while at work will immediately be reported to the Manager on duty and will be suspended from their duties until the matter has been properly addressed.

Green Wave CC will place "No Smoking" signs on the interior and exterior of the business.

5. Compliance testing policies/procedures

Please see our Laboratory Testing Policy.

Green Wave CC understands that testing is an ongoing process being introduced in phases. Green Wave CC will monitor all DBR bulletins for updates and respond accordingly. Green Wave CC understands the immediate need for proper testing of all of its cannabis, in all of its various forms, and tested accordingly to each particular form and purpose, in order to provide the proper potency and other identifiable attributes of the medicine to best protect its patients and users of medical marijuana. Failure to label potency properly or by not identifying all other attributes, can lead to customers over consuming, which can have dangerous consequences for the patient. The most important compound to label on a cannabis product is the amount of THC in the product. In edibles, this number will be in a form of milligrams of THC in the product. In combustible products, the amount of THC in the product will be displayed as a percentage of the weight of the combustible product.

Green Wave CC will explore and begin the testing process for total THC and total CBD for flower products and will follow all guidelines as issued by the Rhode Island Department of Business Regulation ("DBR") and Office of Cannabis Regulation ("OCR") to provide guidance regarding the mandatory testing of all products offered for sale at Green Wave CC. This guidance is issued in accordance with Rhode Island General Laws § 21-28.6-12 et seq., and the Rules and Regulations Related to the Medical Marijuana Program Administered by the Department of Business Regulation. This document is intended to provide information, but should not replace a thorough reading of the regulations found here: https://rules.sos.ri.gov/regulations/part/230-80-05-1.

Green Wave CC will closely follow the OCR's decision to establish the appropriate time frame by which all flower products will be required to have laboratory verified potency totals on product labels in order to be eligible and available for sale at a Compassion Center.

Green Wave CC will strictly follow protocols for properly testing its Flower and/or Trim prepared. Lot/Batch Requirements for Flower/Trim Please make sure all flower (not intended for pre-rolls) shall be in lots/batches equal to or less than 10lbs and of the same strain for sampling and testing purposes. Each lot/batch will be properly labeled. All trim/flower intended for pre-rolls will also be ground prior to sampling.

Green Wave CC will identify which stage of the testing process it is in, to keep accurate records. Stage 1 means that the product HAS NOT been sampled for testing. Each container in which plant material and/or a batch of processed concentrate or extract is stored must be affixed with a label that includes the following information: 1. The licensee's license number and trade name or business name; 2. The unique identifier generated by the Medical Marijuana Program Tracking System; 3. Date created; 4. Strain name; 5. The quantity; and 6. In bold, capital letters, no smaller than 12-point font, "PRODUCT NOT SAMPLED FOR TESTING''. Stage 2 means that the product HAS been sampled but is awaiting passing test results. Once the product has been sampled by the licensed analytical testing lab, the following information must be added to the label or documented in a way that is easily retrievable and trackable: 1. Name and registry identification card number of the person who took the samples; 2.Name and license number of the testing facility that will perform the tests; 3. The quantity of the product; 4. The date the samples were taken; and 5. This must be on the label and cannot be documented in an alternative way. In bold, capital letters, no smaller than 12-point font, "PRODUCT NOT TESTED". In Stage 3, the product has passing test results and is awaiting final retail packaging to include: 1. The licensee's license number and trade name or business name; 2. The unique identifier generated by the Medical Marijuana Program Tracking System; 3. Date created; 4. Strain name; 5. The quantity; and 6. In bold, capital letters, no smaller than 12-point font, "PASSED TESTING''. At Stage 4, the product has passed all required tests and is ready to be available for sale at Green Wave CC. Green Wave CC understands that it must strictly adhere to the regulations regarding labeling requirements for retail-ready products, as promulgated by DBR's Section 1.5 of the Regulations and Medical Marijuana Program Bulletin Number 2020-5, Product Labeling Guidance.

All documentation and lab results will be scanned and saved both on our internal network and our "Cloud Storage" site, per DBR regulations.

Testing is imperative to the health and safety of our patients. All cannabis testing results are saved both as a paper copy and scanned and stored on our RAID array

hard disk system as well as sent to our "cloud" server. The lab results are always sent to management, as well as quality control and to the master grower to provide input on any issues that may arise.

6. Policies/procedures/mechanisms to ensure compliance with prohibited financial interests

Please see our Financial Ethics and Compliance Policy and Financial Oversight and Compliance SOP.

Green Wave CC strives to create a culture that embodies the ethics of going beyond the letter of the law, by creating a system of checks and balances and to create an environment where everyone is encouraged to live up to the spirit and the letter of the law. Green Wave CC understands the strict requirements of proper compliance to adhere to all applicable local, state, and federal laws. Integral to our company's integrity, we will ensure that our record keeping is properly formatted, truthful, timely and transparent. The Green Wave CC staff of Green Wave CC, and the hired financial advisors, accountants, legal team and other third parties who understand their fiduciary responsibilities to Green Wave CC and to the Department.

This proposed Financial Ethics and Compliance Policy are to ensure compliance with prohibited financial interests and, if applicable, the additional requirements for establishing and maintaining Green Wave CC as a non-profit status.

Green Wave CC will always be committed to keeping up with applicable local, state, and federal laws as part of our company's integrity. Green Wave CC will ensure that our record keeping is properly formatted, truthful, timely and transparent. This level of fiduciary responsibility will be expected from the Treasurer or any outside third party financial advisors or accountants who help prepare the Financial Reporting. These will be provided as requested on a timely basis. Upon request, financial information may be reviewed, monthly, quarterly, or yearly. Green Wave CC will be prepared to supply all financial documents and to assist investigators in any way in the event of an audit by State or Federal officials.

Green Wave CC will strive to create a culture that embodies the ethics of going beyond the letter of the law, by creating a system of checks and balances in all aspects of the business. We will strive to create an environment where everyone is encouraged to live not only by the spirit of the law but the letters of it too.

CC Exhibit B – Compliance Plan

Green Wave CC will be a company that has created an environment that believes in Integrity from the top down. Our senior management will work with our management team to create these ethical policies and make sure they are re-evaluated often to ensure they are meeting the standards of the company's by-laws and the local, state, and federal regulations.

Green Wave CC will work with any Management Company to ensure that we keep up with compliance procedures in all avenues of the company. We will work with the management company and third party accountants to ensure we meet all local, state, and federal guidelines regarding Finance and Compliance.

A Green Wave Compassion Center and interest holders/key persons thereof will not have any "material financial interest or control" in another Rhode Island compassion center, a cultivator, or licensed cooperative cultivation or vice versa. R.I. Gen. Laws §§ 21-28.6-12(b)(1)(ii) and 21-28.6-12(d)(5)(v).

Our senior management will work to create these ethical policies and make sure they are re-evaluated often to ensure they are meeting the required local, state, and federal regulations.

Regular meetings, no less than quarterly will be held by the Management and its finance and legal teams to ensure financial compliance.

In addition to all other specific record-keeping requirements of the Act, the DBR Regulations, and the DOH Regulations, Green Wave CC will maintain the following records for a minimum of five (5) years:

a. All contracts and purchase orders, including documentation of any canceled contracts or purchase orders and any contracts and purchase orders voided by replacement contracts.

b. Invoices and any supporting documentation of all marijuana purchases, acquisitions, transfers, and payments.

c. Contracts pertaining to the security alarm and security camera systems.

d. Contracts with vendors, including any approved third-party testing providers.

e. All records normally retained for tax purposes.

f. Complaints.

g. Management contracts.

h. Compensation records and financial statements.

i. Nonprofit corporate records including, but not limited to articles of organization, bylaws, meeting agendas, minutes and corporate resolutions.

7. Additional requirements for establishing and maintaining its nonprofit status.

Green Wave CC will be organized, structured and operated as a nonprofit in compliance with R.I. Gen. Laws Chapter 7-6.

Green Wave CC will at all times be operated on a not-for-profit basis for the mutual benefit of its patients in accordance with R.I. Gen. Laws § 21-28.6-12(f).

Green Wave CC will 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).

Green Wave CC will always have a continuing obligation to satisfy the requirements for licensure set forth in § 1.2.

Accounting and Bookkeeping

- Green Wave CC's financial books and records will be kept on the accrual basis of accounting under U.S. generally accepted accounting principles (GAAP).
- Green Wave CC will utilize a very robust accounting system with a chart of accounts that can track all activities for all costs of goods sold, sales & marketing costs and general & administrative expenses using industry specific software that integrates with other accounting software, i.e. QuickBooks.
- Green Wave CC's management, Officers and Board Members will have oversight of all financial statements on a monthly and quarterly basis.
- Green Wave CC will regularly address the financial condition of the company to ensure the Company is tracking towards a sustainable financial plan and cash flow for its operations and continued success.
- Green Wave CC will have an independent certified public accountant review or audit the statements no less than annually.

Internal Control Procedures

Green Wave CC will take every precaution to minimize the risks associated with this industry, especially the temptations that arise in a 'cash intensive' business environment. While Green Wave CC will request approval for Debit and Credit Card transactions and is exploring other means to collect payments (e.g. electronic payment systems like PayPal, Venmo, Zelle and Google Pay, Apple Pay, Cash App to

name a few) in an ever evolving financial environment to reduce unwanted liability. All payment options will be approved by the DBR.

Green Wave CC will most likely Greenwood Credit Union for its banking institution. Green Wave CC has met with banking representatives to establish necessary protocols that follow DBR requirements, as well as the banks. Our team has an established account for a cultivation business. Green Wave CC's Security member or Treasurer will be responsible for taking the Cash Deposits to the bank daily, and providing detailed documentation to the Finance Manager or Treasurer for input into the accounting software.

Green Wave CC's Finance Manager will be responsible for the following:

- Record Deposits in Accounting System once a deposit is made by Security or Treasurer.
- Process Vendor Bills and prepare payments ready for Treasurer/President to process. These will be provided at least once a week.
- All bank accounts will be reconciled on a monthly basis, which will be performed upon receipt of the bank statement.
- Produce financial reports about 10 days after the end of the month for Management Company and Company Officers.
- Work with the Management Company on cross training procedures to allow continuity during the year.
- Work with Management Company, Compliance Manager & Security Officers.
- Establish Internal controls on which Managers, Board Members, and employees have access to different parts of the computer systems, such as Quick Books and the Seed to Sale software
- Work with Management Company on Inventory Controls Systems in order conduct surprise "Spot Checks" of Inventory, perform monthly and quarterly inventories, and coordinate with auditors to perform no less than annual audits of the financial statements and inventory controls.
- Investigate Discrepancies either Inventory or financial records.
- Establish Check Writing Procedures in order to set amount limits and spread out the check writing responsibilities
- Interact with the Management Company and established payroll company in order to comply with all regulations related to payroll, such as verifying time cards before payroll is submitted
- Work with Green Wave CC's accountants and tax advisors to make all required tax payments.
- Set Up a chain of command regarding supply ordering.
    - Green Wave will use various filing systems in order to properly track its files, which shall include the highly technical secure cloud based backup

files and the low tech of maintaining paper filing systems for each department

- Work with Compliance Officers to oversee all Vendor and Management contracts and verify there are systems in place that are fully compliant with all necessary regulations.

8. Compliance Officer Appointment

Green Wave CC has appointed a Compliance Officer evidenced by a signed Appointment of Compliance Officer Declaration Form. The Compliance Officer of Green Wave CC, along with all other employees, will be trained to return all unique identifier tags upon revocation or abandonment of our license as governed by DBR or law enforcement. If Green Wave CC is notified by DBR that the Medical Marijuana Program Tracking System is not available, the Compliance Officer, Vice President or an approved Staff representative will be provided with direction as to alternative inventory control measures, which may include but are not necessarily limited to Green Wave CC's particular operations.

Appointment of Compliance Officer Declaration Form

This letter acknowledges that the following person has been declared as a Compliance Officer forGreen Wave CC

The Compliance Officer will have assistants to share the workload:

1. A Packaging & Labeling Lead
2. Quality Control Manager

The Compliance Officer will work in conjunction with the Head Cultivator, Treasurer, Dispensary Manager and Chief Security Officer (CSO)or Security Consultant. All Managers and Officers will report directly to the Vice President for any immediate concerns or the President as needed.

The Compliance Officer will be responsible for the oversight of all training requirements, SOP's, and overall regulations per the DBR. The Compliance Officer will complete a Compliance Officer Concern Form following any identified breaks in our compliance policies, procedures or other health and/or safety related concerns will be immediately emailed to both Officers. Any concerns deemed immediate by the Compliance Officer will require a direct phone to the Vice President.

Compliance Officer

Printed Name

Signed Name and Date

Chris Sands President 12/3/2020

Green Wave CC Signature, Title and Date

9. Compassion Center Application, Licensing and Renewals 1.2

As required, Green Wave CC will pay the annual license fee set by R.I. Gen. Laws § 21-28.6-12(c)(5)(ii) of Five Hundred Thousand Dollars ($500,000). Green Wave CC understands how to access renewal policies and agrees to follow all regulations.

10. Divestiture of Prohibited Material Financial Interest and Control

Green Wave CC understands that its Compassion Center license could be revoked if any compassion center owner, member, officer, director, manager, investor, agent, or key person as defined in regulations promulgated by the department of business regulation, has any interest, direct or indirect, in another compassion center or another licensed cultivator, except as permitted. Prohibited interests shall also include interests arising pursuant to the use of also, no employees, interest holders, or key personnel

of Green Wave Compassion Center will have any "material financial interest or control" in a Rhode Island DOH-approved cannabis testing laboratory, or vice versa.

Green Wave CC shall not employ or enter into a business relationship with a medical practitioner who provides written certification of a qualifying patient's medical condition.

11. DBR Post-License Inspection of Operations and Inventory

After Green Wave CC is awarded a compassion center license, Green Wave CC will apply to DBR to source its inventory, as required. Prior to Green Wave CC conducting any retail sales, an inspection by DBR will be conducted before the final issuance of the license.

12. Prohibited Business Relationships with Medical Practitioners

Green Wave CC will follow R.I. Gen. Laws § 21-28.6-12(d)(5)(iv) which prohibits compassion center license holders or any cardholders under the license from entering into a business relationship with any medical practitioner who provides written certifications of qualifying patients' medical conditions in connection with Rhode Island's Medical Marijuana Program.

Prohibited business relationships include but are not limited to:

a. Employment.

b. Fee splitting.

c. Referral or similar fees.

d. Cost sharing

e. Subsidies or reimbursement.

Green Wave CC will not participate with any other similar business or financial relationships with a practitioner or any affiliated persons or entities who provide or otherwise facilitate patient certifications to Rhode Island residents, whether directly or indirectly, including through another medical marijuana program license.

13. Variance Requests - Changes in Licensed Premises, Activities, Ownership and Control

Green Wave CC will always update, amend, and/or correct any information requested and/or submitted to DBR during the application process or following licensure.

Green Wave CC will seek pre-approval from DBR by means of requesting a variance for all material changes to the submitted and/or approved compassion center application or any materials, operations or plans approved thereafter by DBR.

Green Wave CC will submit to DBR a written request for a variance for any proposed change at least sixty (60) calendar days prior to the proposed effective date of the change.

Green Wave CC will notify the DBR in writing within ten (10) days of any changes in the licensee's mailing addresses, email addresses, phone numbers, or any other changes in contact information reported on the most recent initial/renewal application.

14. Registry Identification Cards

Before commencement of the Green Wave CC Staff along with any and all management company staff members conducting business with Green Wave CC will apply for a registry identification card. All persons required to apply for a Green Wave CC registry identification card will submit to a national criminal background check, as required per the regulations. Such individuals may be hired, appointed, or retained prior to receiving a registry identification card, but may not begin operations or work in medical marijuana cultivation, storage, processing, packaging, manufacturing, transport, dispensing or other medical marijuana activities requiring licensure pursuant to the Act until receipt of the card. All DBR regulations will supersede this permission. Cardholders shall be at least twenty-one (21) years old.

15. Criminal Background Checks

All Green Wave CC owners, members, officers, directors, managers, agents, and primary caregiver applicants will be subject to a national criminal background check as part of their application for a registry identification card. R.I. Gen. Laws §§ 21-28.6-6(g)(1), 21-28.6-12(c)(7) and 21-28.6-16(k).

No employees will be hired if the background check reveals the applicant has been convicted of a felony drug offense or has entered a plea of nolo contendere for a felony drug offense and received a sentence of probation, unless the applicant successfully petitions for an exception pursuant to § 1.4(C)(8), R.I. Gen. Laws §§ 21-28.6-12(c)(7), 21-28.6-9(c) and 21-28.6-16(k)(2).

Applicants will apply to Rhode Island State Policy, the Attorney General's Office or Local Law Enforcement for a national criminal identification records check that shall include fingerprints submitted to the Federal Bureau of Investigation. R.I. Gen. Laws §§ 21-28.6-6(g)(1), 21-28.6-12(c)(7)(i) and 21-28.6-16(k).

Upon the discovery of a felony drug offense conviction or a plea of nolo contendere for a felony drug offense with a sentence of probation, RISP, the Attorney General's Office or Local Law Enforcement shall inform Green Wave CC, in writing, of the nature of the felony pursuant to R.I. Gen. Laws §§ 21-28.6-6(g)(1), 21-28.6-12(c)(7)(i) and 21-28.6-16(k) and (k)(2).

Upon discovery of disqualifying information, RISP, the Attorney General's Office or Local Law Enforcement shall notify DBR, in writing, without disclosing the nature of the felony, that a felony drug offense conviction or a plea of nolo contendere for a felony drug offense with probation has been found pursuant to R.I. Gen. Laws §§ 21-28.6-6(g)(1), 21-28.6-12(c)(7)(i) and 21-28.6-16(k) and (k)(2).

In those situations in which no felony drug offense conviction or plea of nolo contendere for a felony drug offense with probation has been found, Rhode Island State Police, the Attorney General's Office or Local Law Enforcement shall inform Green Wave CC and DBR, in writing, of this fact pursuant to R.I. Gen. Laws §§ 21-28.6-6(g)(2), 21-28.6-12(c)(7)(ii) and 21-28.6-16(k)(1).

Green Wave CC will be responsible for any expense associated with the national criminal background check with fingerprints pursuant to R.I. Gen. Laws §§ 21-28.6-12(c)(7)(iii), 21-28.6-6(g)(6) and 21-28.6-16(k)(3).

DBR, in its discretion, may grant a Green Wave CC applicant a registry identification card if the disqualifying offense was for conduct that occurred prior to the enactment of the Act or that was prosecuted by an authority other than the state of Rhode Island and for which the Act would otherwise have prevented a conviction, or in accordance with R.I. Gen. Laws § 21-28.6-6(g)(5).

a. To seek relief from a criminal background disqualification pursuant to R.I. Gen. Laws § 21-28.6-6(g)(5), Green Wave CC must make the request for relief to the DBR in writing on any applicable forms.

b. To seek relief from criminal background disqualification pursuant to R.I. Gen. Laws § 21-28.6-12(c)(7), Green Wave CC must make the request for relief to the DBR in writing, setting forth in detail why the Act would have prevented a conviction, including all applicable court records and legal documents.

c. DBR may conduct a hearing on the issue and, if so, the applicant shall bear the burden of proof to show why the relief should be granted.

Green Wave CC will be notified in writing of the purpose for denying a cardholder application in accordance with R.I. Gen. Laws §§ 21-28.6-6(g), 21-28.6-12(c)(7) and 21-28.6-16(k).

16. Issuance of the Registry Identification Card

Once the application is approved by DBR, the owners, members, officers, directors, managers, agents, employees, and volunteers of Green Wave CC are responsible for getting a registry identification card from DBR.

The registry identification card shall contain:

For compassion center and licensed cultivator cardholders pursuant to R.I. Gen. Laws § 21-28.6-12(c)(6):

(1) The name, address, and date of birth of the person.

(2) The legal name of the compassion center the individual is affiliated with.

(3) The category of the person's affiliation: principal officer, board member, employee, agent, or volunteer.

(4) The date of issuance and expiration date of the registry identification card.

(5) A random registry identification number.

(6) A photograph.

17. Expiration and Renewal of the Registry Identification Cards

Note: Registry identification cards will expire one year after issuance.

Note: Renewal applications will be on such forms and through such submission mechanisms as directed by DBR. R.I. Gen. Laws §§ 21-28.5(c), 21-28.6-12(c)(8), and 21-28.6-16(b).

Note: Renewal applications must be received by DBR prior to the expiration of the registry identification card.

Note: Any renewal of a registry identification card will be subject to the same provisions and requirements covering issuance and denial of any card as originally issued.

Required Updates to DBR:

1. Name and Address: A cardholder will notify DBR of any change in his or her name, email or mailing address within ten (10) business days of such change. R.I. Gen. Laws §§ 21-28.6-6(i)(3) and (4), 21-28.6-12(c)(9) and (10), and 21-28.6-16(l)(1) and (2).

2. Lost/Stolen Cards: If a cardholder loses his or her registry identification card (most importantly if a card is suspected to be stolen), the cardholder will notify the DBR and submit a ten-dollar ($10.00) fee within ten (10) business days of losing the registry identification card.

18. Duty to Notify DBR of Disqualifying Criminal Information

A cardholder will notify the DBR of any disqualifying criminal convictions as defined in R.I. Gen. Laws §§ 21-28.6-6(g), 21-28.6-12(c)(7) and 21-28.6-16(k)(2). Such notification must be made in writing within ten (10) business days.

19. Termination of a Registry Identification Card

Pursuant to R.I. Gen. Laws § 21-28.6-12(i), a person found to have dispensed marijuana to a non-cardholder or in excess of the statutory limits is not eligible to be a Green Wave CC cardholder, and such person's registry identification card will be immediately revoked. When a cardholder ceases work with Green Wave CC, whether voluntarily, involuntarily or upon the compassion center closing, his or her registry identification card will be null and void. In that situation, Green Wave CC and/or the cardholder shall notify DBR and the registry identification card will be returned to DBR within ten (10) days. No hearing shall be necessary to render the card null and void in this situation. Be aware that a penalty of up to one hundred and fifty dollars ($150) may be assessed for failure to return the card within the ten (10) day period. R.I. Gen. Laws §§ 21-28.6-6(i)(3) (caregivers), 21-28.6-12(c)(9) and (f)(3) (compassion centers).

Attention: Green Wave CC will utilize all SOPs from South County Cultivators following the merging of licenses as these SOPs have been approved. Please refer to our Cultivation SOPs for any cultivation concerns.

20. Plant Tagging 1.6.2

We will use unique identifier tags placed in a manner to clearly display their association with a particular plant, plant material, or product as approved by DBR. The following will be required of staff:

1. Tags will be affixed to the plant itself or the plant receptacle.
2. Labels will be placed on drying racks and other receptacles that wet marijuana dries on.

3. Tags will be placed on a label affixed to a storage/transport package and/or retail-ready package.

In addition, all immature plants, usable marijuana, medical marijuana products and waste will be tagged with the following information:

1. The Green Wave CC license number.
2. The unique identifier generated by MJ Freeway software.
3. The strain name or product name.
4. The quantity of the product.
5. Any other information or technical functions that the DBR deems appropriate.
6. The date of creation

Employees will be trained on how unique identifier tags may not be transferred or assigned except when affixed to marijuana plants, usable marijuana, or medical marijuana products which are being sold/transferred/transported in accordance with §§ 1.6.3 and 1.6.8.

The Green Wave CC Compliance Officer along with employees will be trained to return all unique identifier tags upon revocation or abandonment of our license as governed by DBR or law enforcement.

Green Wave CC will dispose of unique identifier tags in accordance with any further instructions provided by DBR.

21. Permitted and Prohibited Sources of Marijuana; Contract Requirements; Sales and Transfers

Green Wave CC will only purchase products from licensed cultivators who only sell to and receive medical marijuana and marijuana products, as authorized by R.I. Gen. Laws § 21-28.6-16(a).

Note: Licensed cultivators may transfer and transport medical marijuana and medical marijuana products to our facility in accordance with § 1.6.8.

Note: A licensed cultivator may only receive medical marijuana and marijuana products from Green Wave CC compassion center if the receipt is pursuant to a written contract or purchase order for the licensed cultivator to process the medical marijuana into a product to be furnished back to the compassion center. R.I. Gen. Laws § 21-28.6-16(e).

Green Wave CC will only purchase or otherwise receive marijuana from a Rhode Island licensed cultivator, with which it has a "formal agreement."" pursuant to R.I. Gen. Laws § 21-28.6-16(e).

Green Wave CC will not transfer medical marijuana or medical marijuana products to another compassion center per R.I. Gen. Laws § 21-28.6-12(d)(5)(v).

Green Wave CC employees must verify that the requirements for a "formal agreement" are made and includes the following:

1. A written executed contract or purchase order shall be required for all sales or services from a licensed cultivator to Green Wave CC and shall contain the following minimum terms:

a. Date of execution/placement of the contract/purchase order.

b. Description and amount of product to be sold and/or services to be provided.

c. The total price and per unit price of the product to be sold and/or services to be provided.

d. The specific date or date range not spanning more than thirty (30) calendar days for fulfillment of the order, performance of the services, and delivery or pickup.

e. The payment due date, as specifically agreed between Green Wave CC and the cultivator, but if no date is specifically agreed to, payment shall be made within thirty (30) calendar days of delivery or pickup.

f. Contracts/purchase orders may not be modified by any Green Wave CC employee or representative but may be canceled or voided by the creation of a new replacement contract/purchase order.

Green Wave CC employees will not purchase or otherwise receive marijuana from any qualifying patient cardholder or primary caregiver. This prohibition extends to purchases and transfers from cooperative cultivations as stated in R.I. Gen. Laws §§ 21-28.6-4(c) and (j).

22. Permitted and Prohibited Sales and Transfers

Green Wave CC employees will ensure that sales to qualifying patients, directly or through their caregivers or authorized purchasers, are only permitted if those qualifying patients, caregivers, or authorized purchasers are registered and compliant with the Act and all regulations. Only marijuana products that have been designated as medical marijuana in accordance with § 1.7 may be sold or distributed. For such

sales, Green Wave CC and its employees shall be strictly bound by the dispensing limits of R.I. Gen. Laws § 21-28.6-12(g).

23. Inventory Limits, Sources and Control 1.6.4

Inventory Limit

Green Wave CC will, at all times, limit its inventory of marijuana, including but not limited to immature plants, mature plants, and medical marijuana products, to reflect the projected needs of qualifying patients.

Green Wave CC will not expand or increase the size, scope, scale or capacity of our previously approved and licensed medical marijuana cultivation facility, or cultivation, manufacturing, or processing activities without prior approval from DBR per § 1.2(I).

Inventory Sources

Legal Pre-Existing Inventory:

The principal investors also own a Class "A" cultivation license issued to South County Cultivators. In accordance with R.I. General Laws, we plan to merge South County Cultivators' cultivation business with Green Wave CC, and thus surrender the previously issued cultivation license to the DBR.

South County Cultivators currently utilizes its available space by using a double tier cultivation strategy which allows for just over 2,000 pounds of cured cannabis per year.

Green Wave CC will not be permitted to possess or cultivate medical marijuana seedlings or plants unless a variance request is submitted to, and approved by, the Department in accordance with § 1.6.4 of the Regulations.

All additional inventory that Green Wave CC will make available for sale to its patients, including flower, concentrates, vape pens or other products, will be legally purchased through registered businesses throughout Rhode Island following R.I. General Laws which includes, but is not limited to, utilizing our "Seed to Sale" software documentation, and will also be documented in adherence to Green Wave CC's manifest/transportation SOPs.

Inventory Control

Green Wave CC will utilize the state approved Medical Marijuana Program Tracking System for all inventory tracking from "seed to sale" as defined in DBR Regulation § 1.6.1.

All information related to the acquisition, propagation, cultivation, transfer, manufacturing, processing, testing, storage, destruction, wholesale and/or retail sale of all marijuana and medical marijuana products possessed by Green Wave CC will be kept completely up-to-date in the "Seed to Sale" Medical Marijuana Program Tracking System, including but not limited to:

1. Planting and propagation of plants;

2. Transition of immature to mature plants;

3. Harvest dates with yield documentation;

4. Destructions of immature plants, mature plants and medical marijuana products;

5. Transportation of immature plants, mature plants, and medical marijuana products;

6. Theft of immature plants, mature plants, and medical marijuana products;

7. Adjustment of product quantities and/or weights;

8. Conversion of product types including waste documentation;

9. Required test results as reported by a cannabis testing laboratory;

10. Retail and wholesale transaction data;

11. Product compliance data;

12. A complete inventory including, but not limited to:

a. Batches or lots of useable marijuana;

b. Batches or lots of concentrates;

c. Batches or lots of extracts;

d. Batches or lots of marijuana infused products;

e. Immature plants,

f. Mature plants;

g. Marijuana waste; and

If Green Wave CC is notified by DBR that the Medical Marijuana Program Tracking System is not available, Green Wave CC will, while waiting for further direction as to

alternative inventory control measures approved by DBR, may initiate the following and be directed to:

a. Conduct an initial physical comprehensive inventory of all medical marijuana, including usable marijuana available for dispensing and/or sale, marijuana plants and seedlings, unusable marijuana, and wet marijuana, at each authorized location on the date Green Wave CC first dispenses, or first cultivates medical marijuana or as of another date certain set by DBR.

b. Conduct daily subsequent comprehensive inventories.

c. Conduct extensive regular, but not less than monthly, inventory review of stored, usable marijuana, seedlings, plants, and wet marijuana.

Green Wave CC is aware that upon request by the Department, Green Wave CC shall conduct and provide the results of alternative inventory control measures outlined above, regardless of the availability and use of the "Seed to Sale" Medical Marijuana Program Tracking System.

All inventory will be tracked using RFID or other approved tracking tags, clear concise labeling, and recorded in our state approved "Seed to Sale" medical marijuana tracking system.

All employees working at Green Wave CC, will, prior to being able to interact with any inventory items, undertake their initial training of Green Wave CC's practices and procedures, which will cover the "Chain of Custody" of all inventory. Every employee will be responsible for ensuring Green Wave CC's inventory is regularly complying with our Inventory Controls and that all records are kept up to date. Managers will regularly, but not less than daily, ensure that all Inventory is duly accounted for.

24. Minimum Security Requirements 1.6.5

Please see Green Wave CC's safety and Security Manual

25. Personnel Records

Green Wave CC will maintain a personnel record for each employee, agent, or volunteer for a period of at least one (1) year after termination of the individual's affiliation with Green Wave CC. Said personnel record shall contain the following minimum documentation and information:

a. An application for employment or to volunteer or offers to provide services as an agent.

b. An employment or engagement description detailing duties, responsibilities, authority, qualifications, and supervision.

c. If applicable, a copy of any employment or engagement contract, including salary or compensation terms, or for volunteers, volunteer agreement.

d. A record of any disciplinary action taken.

e. Documentation of all required training, which shall include a signed statement from the individual indicating the date, time and place he or she received said training, topics discussed, and the name and title of presenters.

Green Wave CC will maintain a current list of all cardholders associated with the company.

All employment or engagement letters will include a description detailing duties, responsibilities, authority, qualifications, access control, and supervision. Every employee, volunteer, agent, vendor, management company, and/or staff member will be engaged with Human Resources to ensure regulatory compliance through licensing requirements, security protocols and all other matters within all of our policies, procedures, manuals, or other protocols while storing all of the following records and forms. The ages of all staff members will be approved per DBR regulations.

The following will be made available to every employee, vendor, staff member, volunteer, investor or other identity (hereinafter referred to as "Staff") per regulations. In addition, our staff will be given access to our electronic medical marijuana tracking system as well as all paper copies of the Manuals and updates below which will be kept within the Human Resources Department or Compliance Managers Office.

All staff will have access to the following:

a. Compliance Manual
b. Operations Manual
c. Educational Manual
d. Training Curriculum & Employee, Agent, and/or Volunteer Manual
e. Security and Safety Manual
f. Monthly research updates within the medical marijuana field

The below positions should be referred to for roles, responsibilities, qualifications, authority, access control and supervision. Some staff members will be cross trained where security and HR will determine access control on an individual basis.

While roles and responsibilities are stated below, our entire staff will be responsible for COVID-19 policies, basic security protocols, medical marijuana tracking software, and several additional policies and procedures noted within our Human Resource requirements and DBR regulations.

The policy also covers all the requirements and oversight as stated below while addressing the possibility of a management company assuming various duties. In certain situations a role or responsibility could be assumed by a management company where Green Wave CC would consolidate staff. As staff consolidates roles, responsibilities can shift depending on each contract. Therefore, each potential Role was addressed regardless of the company performing the duty where both are held to the same to ensure compliance throughout this application and when conducting business.

26. **Additional Records to be Maintained**

In addition to all other specific record-keeping requirements of the Act, the DBR Regulations, and the DOH Regulations, Green Wave CC will maintain the following records for a minimum of five (5) years:

a. All contracts and purchase orders, including documentation of any canceled contracts or purchase orders and any contracts and purchase orders voided by replacement contracts.

b. Invoices and any supporting documentation of all marijuana purchases, acquisitions, transfers, and payments.

c. Contracts pertaining to the security alarm and security camera systems.

d. Contracts with vendors, including any approved third-party testing providers.

e. All records normally retained for tax purposes.

f. Complaints.

g. Management contracts.

h. Compensation records and financial statements.

i. Compassion Centers Only – Nonprofit corporate records including, but not limited to articles of organization, bylaws, meeting agendas, minutes and corporate resolutions.

All records maintained by a compassion center which pertain to one or more registered qualifying patients, registered primary caregivers or authorized purchasers shall be:

a. Considered confidential health care information under applicable Rhode Island law; and

b. Protected as health care information in accordance with the Federal Health Insurance Portability and Accountability Act of 1996, as amended.

27**. Records Storage and Responsibility for Loss of Records and Data**

Records pertaining to transactions occurring within the last six (6) months shall be stored on the licensed premises. Records dating further back may be stored off the premises with DBR's approval.

Green Wave CC will exercise due diligence and reasonable care in preserving and maintaining all required records to guard against loss of records and data, including cybersecurity of electronically maintained records.

28. **Use on Premises Prohibited**

Green Wave CC will not permit the use of drugs or alcohol, including marijuana or marijuana products on the premises of either the compassion center or associated cultivation facility, including parking areas that are designated for Green Wave staff and clientele or otherwise under the control of Green Wave CC.

Green Wave CC will maintain a strict drug and alcohol free workplace policy.

Green Wave CC will place "No Smoking" signs on the interior and exterior of the business.

29. **Transportation of Medical Marijuana Products**

Green Wave CC does not intend to initially commence operations with a delivery service, but may utilize a management company to pick up or deliver products for processing provided approval by the DBR. All home delivery content, related SOPs and supportive policies will be considered as a draft document for future considerations/applications.

Authorized Transport Vehicle Requirements

1. Authorized transports will be conducted in such a manner as to ensure that marijuana and marijuana products are secured and safe at all times during transport.

2. Green Wave CC will use a vehicle that meets all the following criteria:

a. The vehicle will bear no markings that indicate that the vehicle is being used to transport marijuana nor indicates Green Wave CC.

b. The vehicle will be equipped with a global positioning system monitoring device that is monitored by Green Wave CC during an authorized transport.

c. The vehicle will be equipped with an alarm system.

d. The vehicle will be equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for the storage of marijuana products.

e. Marijuana products must not be visible from outside the vehicle.

g. Marijuana products must be stored and transported in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products where the trunk of a vehicle does not qualify as a "locked storage compartment."

3. When transporting marijuana products, no other products will be transported or stored in the same vehicle.

4. No firearms will be located within the vehicle or on the person of the authorized transport cardholder.

30. **Detailed Transport Manifests**

All products that enter the Green Wave CC will require a manifest. These documents are mandatory per DBR regulations. All manifests will require appropriate testing results or the delivery will be refused as Green Wave CC prefers not to quarantine potentially dirty medicine within our storage areas.

Green Wave CC will create and maintain detailed transport manifests for all authorized transports, which will be generated through and/or maintained in the Medical Marijuana Program Tracking System.

The detailed transport manifest shall be prepared by Green Wave CC and transmitted in advance to the receiving license. Both licensees shall retain copies of detailed transport manifests as part of their record retention responsibilities.

The detailed transport manifest will include the following minimum information:

a. Departure date and approximate time of departure.

b. Names, location addresses, and registration/license numbers of the originating and receiving marijuana establishment facilities.

c. Unique identifier generated by the Medical Marijuana Program Tracking System.

d. If for transport to a registered qualifying patient pursuant to an approved patient home delivery plan, as set forth in § 1.6.9, the patient registry identification card number and any such other information pursuant to the approved delivery plan.

e. Product names or descriptions.

f. Quantities (by weight or unit) of each product to be delivered.

g. Product name or descriptions and quantities (by weight or unit) of each product which was received by the marijuana establishment licensee.

h. Arrival date and approximate time of arrival.

i. Delivery vehicle make, model and license plate number.

j. Names, registry identification card numbers, and signatures of the authorized transport cardholders.

Green Wave CC will ensure through our SOP's that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is quarantined from other marijuana and destroyed. Staff will pay attention to any odors indicating a bag has opened, monitor for insects or mold. Following a complete inspection items will be monitored in a secure area.

All documents will be saved according to DBR requirements.

All deliveries will be immediately entered into inventory and verified with discrepancies documented per policy.

31. Authorized Transportation Requirements

The following is worded as if Green Wave CC or if approved, a management service is picking up cannabis from a licensed cultivator or possibly transporting the product to a licensed extraction artist per regulations and law.

Green Wave CC will ensure that all delivery times and routes are randomized.

Green Wave CC will ensure that all transport routes remain within the state of Rhode Island.

Authorized transports may only be made by authorized transport cardholders affiliated with Green Wave CC that is the source or recipient party to an authorized transaction.

If using one authorized transport vehicle, the Green Wave CC vehicle will be operated/occupied by a minimum of two authorized transport cardholders and at least one such cardholder shall remain in the authorized transport vehicle at all times until the vehicle returns to the compassion center facility.

If using two authorized transport vehicles, the authorized transport vehicles will travel together at all times during the authorized transport and each vehicle will be operated/occupied by at least one authorized transport cardholder. These vehicles will not be left unattended for any period of time during any authorized transportation.

During all authorized transports the authorized transport cardholders must have on their persons their Green Wave CC registry identification cards and the detailed transport manifest along with a copy of the detailed transport manifest that will also accompany the marijuana and marijuana products in the locked storage compartment of the authorized transport vehicle.

Any authorized transport vehicle carrying marijuana and marijuana products will travel directly from the originating marijuana establishment licensee to the receiving marijuana establishment licensee.

In case of an emergency stop, a detailed written account will be maintained describing the reason for the event, the duration, the location, any activities occurring during the stop, and any personnel exiting the vehicle during the stop.

Prior to leaving the originating marijuana establishment licensee for an authorized transport to another marijuana establishment licensee, the originating marijuana establishment licensee must weigh, inventory, and account for on video all marijuana and marijuana product to be transported.

For authorized transports to and from a marijuana establishment licensee, the transport manifest will be accompanied by a copy of any contract/purchase order for which the transport is being made and documentation of the actual payment date, if prepaid.

Upon arrival at the destination marijuana establishment licensee, the receiving party will confirm receipt of each item in the presence of the delivering authorized transport cardholder and then initial each received line item on both the originating licensee's manifest and the receiving licensee's manifest. The receiving party will then immediately re-weigh, re-inventory, and account on video for all marijuana and marijuana product transported.

Both the originating and recipient marijuana establishment licensees will timely adjust their records to reflect in its records the completed authorized transport of marijuana, including logging such information in the Medical Marijuana Program Tracking System. All records and entries in the Medical Marijuana Program Tracking System will be easily reconciled by a unique identifier, product name and quantity, with the applicable detailed transport manifest.

Any unusual discrepancies in the quantity described in the detailed transport manifest and the quantities received will be reported to DBR and municipal and/or state law enforcement within twenty-four (24) hours.

Any vehicle accidents, diversions, or losses during authorized transports of marijuana will be reported to DBR and law enforcement as an "emergency event" pursuant to § 1.6.5(I).

Transportation to or from a third-party testing provider will be in accordance with the DOH Testing Regulations.

32. **Home Delivery**

Green Wave CC does not plan to conduct home deliveries and will notify the DBR prior to making any plans noting home deliveries will take place until approved by the DBR. Home delivery of medical marijuana by Green Wave CC is deemed "permitted sales" and "permitted compassion center activity" provided medical marijuana is sold and delivered in compliance with the Act and the DBR Regulations, including but not limited to the following:

1. Green Wave CC's proposed home delivery plan has been approved by DBR.

2. Medical marijuana will only be delivered to a valid qualifying patient cardholder who has been issued a valid patient card by DOH.

3. The Rhode Island patient cardholder must register in advance with Green Wave CC's delivery program through a process clearly identified in our proposed delivery plan which has been approved by DBR.

4. Medical marijuana deliveries will only be made to the Rhode Island patient cardholder's home address or to the hospice, treatment, or other medical care facilities where the patient cardholder is admitted, provided the facility permits the patient's possession and/or use of medical marijuana on the premises.

5. Medical marijuana deliveries will only be made to or accepted by the Rhode Island patient cardholder registered with Green Wave CC's delivery program. This

will be verified and documented by Green Wave CC through a process clearly identified in our proposed delivery plan which has been approved by DBR.

Until otherwise approved by DBR, home delivery of medical marijuana will be limited to Rhode Island patient cardholders who:

1. Do not have a caregiver or authorized purchaser registered with the compassion center to make purchases on their behalf.

2. Are eligible for hospice care, or who are currently undergoing chemotherapy or radiation treatment.

3. Are homebound and unable to travel or have a valid disability parking license, placard or permit.

4. In addition, patients who qualify for home delivery under § 1.6.9(B)(2) or (3) must submit a letter to Green Wave CC signed by a practitioner licensed to practice medicine in Rhode Island when registering for home delivery.

Transportation requirements for home delivery of medical marijuana include but are not limited to the following:

1. Green Wave CC will only conduct home delivery between the hours of 8:00 a.m. and 8:00 p.m.

2. All home delivery vehicles must be qualified as an "authorized transport vehicle" pursuant to § 1.6.8(A) and will be operated by transport cardholders authorized by Green Wave CC.

3. All home delivery vehicles will comply with the detailed transport manifest requirements in § 1.6.8(B).

4. Green Wave CC home delivery vehicles will not possess more than seven thousand five hundred dollars ($7,500) worth of medical marijuana products at a time.

5. Green Wave CC vehicles will comply with the personnel requirements in §§ 1.6.8(C)(4) and (5).

6. In order to obtain and maintain DBR approval of the home delivery plan, Green Wave CC will make delivery available to eligible Rhode Island patient cardholders statewide and will not refuse delivery to a patient based on the location of their home unless it is for a reason approved by DBR.

7. Green Wave CC will make delivery available to each of their eligible Rhode Island patients at least once every fifteen (15) days.

Green Wave CC will follow the Home Delivery product and payment requirements that include but are not limited to:

1. Any Green Wave CC authorized transport vehicle carrying marijuana and marijuana products to patients pursuant to an approved patient home delivery plan will only stop at the patient addresses listed on the detailed transport manifests.

2. All home deliveries will be paid for in advance or through electronic payment at the time of delivery. Green Wave CC will not accept any non-electronic payment at the time of delivery.

3. Authorized transport cardholders will not accept tips or compensation of any kind from the Rhode Island patient to whom they are delivering or otherwise in connection with delivery.

4. All orders, payments, and deliveries will be tracked in Green Wave CC's Medical Marijuana Program Tracking System. DBR will have real time, and if requested, remote access to these systems and any other logs or systems tracking home deliveries approved by DBR.

5. Green Wave CC will not charge a delivery fee in excess of twenty dollars ($20.00) per delivery and must implement a discounted or free delivery policy for patients who qualify under § 1.6.9(B)(2) or (3).

6. Products available for delivery must follow the same pricing structure as products sold through the compassion center's retail location.

7. If a patient requires a medical marijuana product that is available at the compassion center's retail location, but is not offered for delivery, the compassion center must make that product available for delivery to that patient upon their request, provided the requested product is in stock.

33. **Manufacturing and Extraction**

Initially, Green Wave CC will not manufacture or extract marijuana. If this plan changes any changes will be approved by the DBR. Green Wave CC will oversee any contracting management companies that may provide these services. For this reason and when appropriate the following shall be followed along with all DBR Regulations.

Any manufacturing method using a solvent extraction process will be approved by DBR. If the manufacturing method uses a flammable/combustible material or heat source, the method will also be approved by the State Fire Marshall and/or local fire department.

Only registered cardholder employees and agents of Green Wave CC may manufacture medical marijuana products on the premises. A registered volunteer for Green Wave CC can do so only as part of educational programming under the direct supervision of a licensed employee.

Green wave CC will maintain written standard operating procedures for each manufacturing process, including step-by-step instructions.

Green Wave CC will ensure that for each manufacturing process, all safety and sanitary equipment appropriate for that manufacturing process, including any personal protective equipment, is provided to any authorized cardholder who will be involved in that manufacturing process.

All medical marijuana product manufacturing areas will be adequately lit during manufacturing, cleaning, or other use.

All work surfaces on which medical marijuana products are manufactured and the walls and floors in the areas in which such products are manufactured will be non-porous, non-absorbent, and easily cleanable.

No eating or smoking shall be permitted in the manufacturing area.

The compassion center or licensed cultivator must provide a training manual and instructional training on each manufacturing process to any authorized cardholder who will be involved in that manufacturing process.

34. **Required Patient Outreach Activities**

Green Wave CC will have outreach activities only directed towards its authorized clientele, specifically registered qualifying patients, registered primary caregivers, and authorized purchasers for registered qualifying patients. Green Wave CC will also seek to partner with Veterans Organizations, mental health advocates and other medical groups that often seek the recuperative effects of medical marijuana to treat PTSD and other medical issues that are often treated with medical marijuana.

Green Wave CC will align with a local diversion DARE-type program to help oversee policies and practices along with educational opportunities, inside and outside of our walls. Green Wave CC will strive to keep cannabis away from those

unauthorized users and will employ trained employees and security to identify suspected diversion or other suspicious behaviors.

Green Wave CC will also work with local doctors and other medical professionals to cooperatively find the best medicine and delivery methodology for qualified patients. Green wave CC will provide all applicable usage techniques and any corresponding safety information to all patients, caregivers, or interested parties. We have created extensive educational tools that communicate potential side effects as well.

Green Wave intends to take a medicine first approach to its pharmacological treatment offerings. An intake meeting will be available with each patient (or their caregiver) to offer education and medication options for the particular ailments being treated. Regular follow up consultations with each patient (or their caregiver) will be available to discuss the efficacies of the medicine and to see what changes could be made to achieve better outcomes while reducing or eliminating undesirable side effects. Green Wave CC will also offer telemedicine appointments for patients interested in communicating with Green Wave CC without having to come to its building.

Upon request of the DOH and/or DBR, Green Wave CC will disseminate to its clients any pertinent changes in the medical marijuana program, or to conduct customer surveys.

Green Wave CC will maintain and update a list of frequently asked questions. This will be a "working document" where patients can learn from other patients, as well. A copy of this FAQ sheet explaining the limitations on the right to use medical marijuana under State and Federal

Law per R.I. Gen. Laws § 21-28.6-12(f)(9) will be given to each newly registered qualifying patient who visits Green Wave CC.

Green Wave CC will offer out to the wider interested community, the use of their library space for group therapy sessions or community meetings. It is invaluable to let people network together, identify each other's struggles, and find the best ways to proceed. Therapy sessions are typically directed to Veterans; however, we will always keep an eye on the community for anyone who could benefit from group therapy sessions.

Green Wave CC's Treasurer is also on the Board of Directors of Habitat for Humanity, as Green Wave CC's Officers, Directors, Employees, Volunteers and others in our orbit will be able to provide useful hours towards projects under the Habitat for Humanity, such as constructing houses for low income well deserving individuals and families in our community.

During these difficult times, Green Wave will protect our patients by exceeding COVID regulations. Safety measures, such as breath shields at each customer service station will be installed and regular and fastidious cleaning with disinfectants to all common surfaces will be employed per regulations. Green Wave CC will also be able to serve its clientele by having them call ahead to prepare their order in advance, for curbside pick up service for those immunocompromised patients, handicapped patients, those 65 years or older, or per medical practitioners note. Green Wave CC will take industry leading measures to protect its patients, caregivers and their authorized purchasers.

35 . **Required Employee, Agent, and Volunteer Training 1.6.12**

Please see the Green Wave CC Operations and Training Manual.

36 . **Odor Control and Mitigation 1.6.14**

Green Wave CC will obtain its saleable medical marijuana products in previously vacuum-sealed packaged form, ready for distribution to the patients. Whether the medical marijuana is from our own offsite cultivation facility or from other cultivation facilities or licensed extractors or other providers, as per regulations. All products entering the facility will be sealed in a manner where odors are unnoticeable and will continue to be sealed until after the distribution to the patients or their caregivers and authorized purchasers.

In addition, the Compassion Center will install a ventilation and filtration system as a method to further mitigate any odors and to ensure a healthy safe environment for our employees and the patients while they are on site. All filters will be regularly replaced according to industry standard protocols and best management practices.

As Green Wave CC will be a smoke free facility, including tobacco, the employees and, especially our security staff, will be readily able to prevent anyone onsite from exercising poor judgment.

Any product which has been opened and returned for any reason will follow our quarantine protocol, where every product is immediately vacuum sealed making malodorous concerns mitigated.

Cultivation Applications:

The Green Wave CC proposed off-site cultivation facility will be through the accusation of South County Cultivators Class "A" Cultivation License. The property is situated at the end of a dead-end road within a heavily wooded rural location. This remotely located facility allows any odors that could emanate from the cultivation facility to dissipate into the atmosphere without affecting any neighbors or other parties. The facility has been previously approved by the Department and is currently fully operational. Green Wave CC has no plans to add additional equipment to the off-site cultivation facility or to deviate from our approved equipment or system modification unless instructed to do so.

Our cultivation, packaging and any other area(s) deemed necessary by DBR will have ventilation and filtration systems installed that prevent medical marijuana plant odors from exiting the interior of the structure to an extent that would significantly alter the environmental odor outside, while addressing the potential for mold.

The ventilation and filtration system, along with any plumbing improvements, will be installed in compliance with all applicable codes and ordinances, including obtaining any necessary permits, and inspected by the municipality.

Measures to assure compliance with this section will be documented in an odor control and mitigation plan acceptable to DBR.

In the rare instance that any odor complaints are received, we will address the situation by taking additional measures, such as additional charcoal filters to further reduce any malodorous scents, or other best management practices to control all odors.

37. **Pesticide Use and Records 1.6.15**

Green Wave CC intends to utilize South County Cultivators Class "A" license through a variance. All of South County Cultivators SOPs have been approved by the DBR, therefore, we will adopt them in order to remain compliant. If the cultivation is to be operated by a management company, separate agreements will be required for all vendors to remain compliant with Green Wave CC's manuals, policies, procedures and but not limited to Standard Operating Procedures.

38. **Minimum Sanitation and Workplace Safety Conditions**

Green Wave CC and our cultivation facility will be maintained in a safe, sanitary, and clean manner, with all operations in the compassion center and cultivation, receiving, inspecting, transporting, segregating, preparing, manufacturing, packaging, and storing of medical marijuana and marijuana products conducted in accordance with adequate sanitation principles. Throughout this document Green Wave CC will include our cultivation facility even if managed by an outside management company

as they will be required to follow the same policies and procedures to ensure compliance.

Both facilities will meet the following minimum specifications, including having and maintaining:

1. An adequate supply of potable hot and cold water.

2. Non-porous, non-absorbent and easily cleanable floors, walls, and ceilings in areas where marijuana is cultivated, manufactured, and stored.

3. Lavatory facilities must be readily accessible to employees that comply with the Rhode Island State Plumbing Code, 510-RICR-00-00-3.

4. Green Wave CC and the cultivation facility will have adequate hand-washing area(s) with handwashing sinks with effective hand-cleaning and sanitizing preparations (such as soap dispensers) and disposable towels or an air dryer for hands.

5. We will have adequate screening or other protection against the entry of pests and environmental contaminants.

All mechanical and electrical equipment will be maintained in a safe operating condition.

Waste disposal equipment shall be adequate with timely removal schedules to minimize the risk of contamination to medical marijuana and marijuana products, including the risk of the waste becoming an attractant, harborage, or breeding place for pests.

All waste (including all liquid, chemical, hazardous, pesticide, manufacturing solvent and chemical waste) will be stored, secured, and managed in accordance with all applicable DEM laws and regulations and all applicable federal, state, and local statutes, regulations, ordinances, or other legal requirements. Specific instructions for the safe destruction of any marijuana required to be destroyed and proper disposal of medical marijuana waste per § 1.6.16.

Floors, walls, and ceilings will be kept clean and in good repair, free from dust, debris, mold, mildew, and other contaminants and potentially hazardous materials.

Lavatory facilities and handwashing areas will be kept clean and sanitary and in working condition at all times.

Toxic cleaning compounds, sanitizing agents, and other chemicals will be identified, held, stored and disposed of in a manner that protects against contamination of medical marijuana and marijuana products and in a manner that is in accordance

with all applicable DEM laws and regulations and any applicable local, state, or federal law, rule, regulation, or ordinance.

Will comply with all relevant statutes, regulations, and requirements administered by the Federal Occupational Safety and Health Administration (OSHA), including but not necessarily limited to standards for toxic and flammable compounds and air contaminants. We will ensure compliance with OSHA.

All persons working in direct contact with medical marijuana and marijuana products will conform to hygienic practices while on duty, including but not limited to maintaining adequate personal cleanliness and washing hands thoroughly in an adequate hand-washing area before starting work and at any other time when the hands may have become soiled or contaminated.

Any person whose medical condition, as determined by medical examination or as observed by a supervisor, poses or reasonably appears to pose a risk of contamination of medical marijuana and/or medical marijuana products will be excluded from medical marijuana operations until the condition is cleared. Medical conditions posing a risk of contamination include but are not necessarily limited to open lesions, including boils, sores, or infected wounds, or any other abnormal source of microbial infection.

Green Wave CC will not permit the entry of any animal into the premises. Service animals (as defined in the Americans with Disabilities Act) are exempted from this prohibition in retail areas or other areas where there is no cultivation, manufacturing, or packaging of medical marijuana products.

In addition to the safety and sanitary equipment including personal protective equipment that Green Wave CC furnishes our employees involved in marijuana manufacturing and extraction pursuant per § 1.6.10(D), Green Wave CC will also furnish employees with proper safety equipment for other types of work assigned as part of operations. Green Wave CC will not be extracting or manufacturing. These are guidelines if such an operation was to begin.

The cultivation process will use best practices to limit contamination of medical marijuana and marijuana products, including but not limited to mold, mildew, fungus, bacterial diseases, rot, pests, pesticides, and any other contaminant identified as posing potential harm.

The use of pesticides on marijuana plants by Green Wave CC will not be considered a violation of these regulations provided that the products satisfy all of the following criteria:

1. The product must be a “minimum risk pesticide” under 40 C.F.R. § 152.25(f), incorporated above at § 1.1.7(C).

2. The product must be labelled for use on all plants, other plants, bedding plants, unspecified plants, or unspecified crops.

3. The label must not prohibit indoor or greenhouse use, as applicable.

4. All active ingredients must be eligible for food use as determined by the federal Environmental Protection Agency's list of (EPA) Active Ingredients Eligible for Minimum Risk Pesticide Products, incorporated above at § 1.1.7(D).

https://www.epa.gov/sites/production/files/2015-12/documents/minrisk-active-ingredients-tolerances-2015-12-15.pdf.

5. All inert/other ingredients must be eligible for food use in accordance with EPA's Inert Ingredients Eligible for FIFRA 25(b) Pesticide Products, incorporated above per § 1.1.7(E).

https://www.epa.gov/sites/production/files/2016-11/documents/minrisk_inert_ingredients_w_tolerances_2016-11-16.pdf.

6. The product must be a currently registered pesticide product eligible for sale in Rhode Island as determined by DEM. To verify a product's registration in Rhode Island, Green Wave CC will consult the online National Pesticide Information Retrieval System through the Center for Environmental and Regulatory Information Systems.

http://npirspublic.ceris.purdue.edu/state/state_menu.aspx?state=RI.

7. The product must be used in accordance with any and all use instructions on the label.

No application of pesticides shall be made after the vegetative stage of growth of the cannabis plant. The vegetative stage of growth should be determined by visual buds or flowers or by proxy of the plant receiving less than eighteen (18) hours of light in a twenty-four (24) hour period.

Pesticides shall be identified, held, stored and disposed of in a manner that protects against contamination of medical marijuana and marijuana products and in a manner that is in accordance with any applicable local, state, or federal law, rule, regulation, or ordinance.

Green Wave CC will keep detailed records of any pesticide products used and application regiments, including video recording during pesticide applications which must cease if there is a failure or disruption of the video surveillance system. This record-keeping requirement is independent of that required of commercial pesticide applicators by DEM and is intended to apply in addition to that requirement, where relevant.

COVID-19 SAFETY PLAN

A sign will be posted outside of the Green Wave CC patient entry advising that only two people are allowed at a time within the entry mantrap. Patients waiting to approach the reception window will stand at the clearly marked line placed on the floor which will be at a minimum of 6' from the reception window.

The receptionist will ask the appropriate COVID-19 questions and follow all DBR regulations to include screening measures. All of the information will be documented.

There will be a clear plastic secure shield placed at the reception desk dividing the receptionist from anyone who approaches the desk through the mantrap.

Social distancing lines will be placed outside of the business for patients that are waiting to enter. These lines will be at a minimum of 6' apart and clearly marked. People standing in line will be encouraged to wear masks and maintain proper social distancing.

Masks are to be worn at all times at Green Wave CC unless you are working within the confines of your own office. Face coverings can be a bandana, a scarf or a homemade mask.

Masks will be kept at Green Wave CC in the event that someone forgot their mask or does not have one. Masks must cover the mouth and the nose.

Only two people will be allowed in the Green Wave CC break room at the same time and must maintain 6' of distance.

There will be no employee meetings during COVID-19. Any pertinent information will be shared via email or ZOOM platforms.

Only two people will be allowed in the meeting/library room at the same time and must maintain 6' of distance.

Employees will be encouraged to wash their hands frequently with soap and warm water. Signs will be placed in the restrooms and breakroom reminding people to wash their hands.

Social distancing lines will be clearly marked inside of the point of sales area. Only four patients will be allowed in this area at any given time.

Plexiglass shields will be erected on the counters to protect the employees working in the point of sales area.

Hand sanitizer stations will be located at all entrances and exits as well as throughout GWCC. Each register in the point of sales area shall have hand sanitizer.

GWCC employees showing up for work at the same time will enter the building one at a time with no congregating in the parking lot or outside of the entry door. Once entry has been made by the employees, they will maintain at a minimum a 6' of social distancing.

Employees, patients or anyone else with business at GWCC are encouraged to stay home if they are not feeling well or show any symptoms of COVID-19.

Delivery people at the delivery mantrap are required to wear masks at all times. Delivery people will be identified and the appropriate COVID-19 questions will be asked.

All documentation is for the purpose of contact tracing.

Any person or employee that has come into contact with someone that has COVID-19 will not be allowed at GWCC and will follow the protocol devised by the RIDOH.

In the event that an employee tests positive for COVID-19, they will not be allowed on the GWCC premises and must isolate themselves and follow the protocols of the RIDOH. Any other employees that were in close contact with the affected co-worker will stay home under quarantine and follow the recommended procedures of the RIDOH.

GWCC personnel will frequently disinfect the entry and exit door handles, the reception counter, and the point of sales counters and anywhere else that people have physical contact. The RIDOH protocols will be followed.

GWCC employee stations, especially the reception area and the point of sales area, will be disinfected once per hour with bleach or Lysol spray.

GWCC will be cleaned and sanitized each night at the close of business. Hand sanitizer stations will be re-filled as needed and masks will be replenished.

GWCC employees will not congregate in the parking lot after their shift. They will be required to leave the premises immediately.

Signs with the RIDOH guidelines and the GWCC Covid-19 regulations will be posted outside the patient entry, the delivery entry and throughout the interior of GWCC.

The RIDOH guidelines for Covid-19 will accompany this policy.

Information on Covid-19 can be found at https://health.ri.gov/covid/

39. **Safe Disposal of Medical Marijuana Waste and Safe Destruction of Usable Medical Marijuana**

Please see our Operations and Training Manual.

40. **Nonprofit Compliance**

Green Wave CC will have a continuing obligation to be organized, structured and operated as a nonprofit in compliance with R.I. Gen. Laws Chapter 7-6.

Green Wave CC will at all times be operated on a not-for-profit basis for the mutual benefit of its patients in accordance with R.I. Gen. Laws § 21-28.6-12(f).

Green Wave CC will 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, per R.I. Gen. Laws § 21-28.6-12(d)(2)(iii).

Green Wave CC will have a continuing obligation to satisfy the requirements for licensure set forth in § 1.2.

41. **Medical Marijuana Product Designation**

Marijuana may only be used by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregivers, or authorized purchasers if it has been designated as “medical marijuana” per 1.7.

Medical marijuana will not be sold, possessed, manufactured, or used except as permitted under the Act and the DBR Regulations.

To be designated as medical marijuana, a product must

1. Comply with a pre-approved designation list of products published by DBR or

2. Be designated as medical marijuana by DBR prior to sale or distribution of the product.

When Green Wave CC submits an application for medical marijuana designation, we must submit any known health impacts, both positive and negative, associated with the product to DBR. Green Wave CC will not be extracting or processing medical marijuana products; however, due to the fact we will be retailing these items, the following will be included within our SOP's.

For smokable and vapable forms, Green Wave CC will not designate a product as medical marijuana if:

1. DBR or our team have received information, data or research that such a product is not safe for inhalation.

2. Flavoring or coloring has been added except for flavors or coloring that are derived solely from cannabis and have been procured in accordance with applicable Rhode Island laws.

3. The form is designed to evade recognition as a marijuana product or otherwise hide the fact that it is a marijuana product.

4. Anything in the product targets or is appealing to minors.

As to all other products, Green Wave CC will not designate a product as medical marijuana if:

1. The form is designed to evade recognition as a marijuana product or otherwise hide the fact that it is a marijuana product.

2. Anything in the product targets or is appealing to minors.

3. The product is designed to appear solely as a non-medical or adult-use product for consumption and/or use by the general public.

Medical marijuana product designation(s) may be withdrawn, denied or revoked by DBR if the product fails to satisfy any provision of the Act or the DBR Regulations or if the product deviates or is altered from its previously approved form. Green Wave CC will pay strict attention to the SOP.

42**. Advertising 1.10**

Please see our Advertising Policy or the Operations and Training Manual.

43. **Quarantined Marijuana Products, Retests, Remediation and Recalls 1.11**

Please see our Quarantined Marijuana Products SOP or our Operations and Training Manual.

44. **Enforcement 1.13**

Please see our DBR Penalty Policy.

Inspections and Audits. Green Wave CC understands that:

1. Green Wave CC is subject to reasonable inspection by DBR.

2. DBR and its authorized representatives have authority to enter Green Wave CC at reasonable times to inspect in a reasonable manner the premises and all equipment, materials, containers, and other things therein, including without limitation all records, files, financials, sales, transport, pricing and employee data, research, papers, processes, controls and to inventory any stock of marijuana, labels, containers, packages, paraphernalia and other materials and products.

3. During any inspection, DBR and its authorized representatives may review Green Wave CC's confidential records, including compassion center dispensing records, which track transactions according to identifying information for the patient, primary caregiver, and/or authorized purchaser. Dispensing records for patient cardholders will be tracked in accordance with the Act.

4. DBR may review and audit the books and records of Green Wave CC to ascertain compliance with the Act, the DBR Regulations, and/or the DOH Regulations, including continued satisfaction of the statutory criteria considered in granting a license. Green Wave CC will make such books and records immediately available for reviewing and copying by DBR. DBR may retain an independent auditor to act as its agent for purposes of this section, the cost of which shall be borne by Green Wave CC.

5. Nothing herein shall be interpreted to limit the real time access of DBR to information stored in the Medical Marijuana Program Tracking System consistent with the Act.

6. DBR may coordinate with law enforcement or other state agencies to conduct inspections to evaluate compliance with the Act, regulations promulgated thereunder or any other applicable state laws.

7. DBR may retain a licensed testing laboratory to act as its agent to conduct testing for an inspection or investigation, the cost of which will be borne by the marijuana establishment licensee.

Note: All hearings and enforcement actions shall be conducted in accordance with and subject to the Administrative Procedures Act, R.I. Gen. Laws Chapter 42-35 and the Department's Rules of Procedure for Administrative Hearings, Part 10-00-2.

Discipline and Penalties

Note: Per R.I. Gen. Laws § 21-28.6-9, DBR may, in accordance with and subject to the Administrative Procedures Act, R.I. Gen. Laws Chapter 42-35, take any combination of the following actions:

a. Place on probation, revoke, suspend or refuse to issue any license registration, or card issued under the Act;

b. Levy an administrative penalty;

c. Order the violator to cease and desist such actions;

d. Order testing of marijuana or marijuana products in accordance with § 1.11 and the DOH Regulations;

e. Require Green Wave CC, a registrant, cardholder, person or entity conducting any activities requiring licensure or registration under the Act to take such actions as are necessary to comply or ensure compliance with Act and any regulations promulgated thereunder; and/or

f. Take any other action authorized by the Act.

Note: The DBR may take any of the actions set forth above against Green Wave CC or any person or entity conducting activity requiring a license or registration under the Act for any one or more of the following causes:

a. Providing materially incorrect, misleading, incomplete, or untrue information in a license or registry identification card application, or in any other communications to DBR;

b. Violating any applicable Rhode Island laws, including but not limited to the Act, the DBR Regulations or the DOH Regulations;

c. Obtaining or attempting to obtain a license or registry identification card, or any local approval required in connection therewith through bribery, fraud, deceit or misrepresentation;

d. Conducting any unlicensed or unregistered activity;

e. Having a cannabis or medical marijuana license, registration, card, permit or its equivalent, denied, suspended, revoked or otherwise found to be in violation of any other state, province, district, or territory's legalized cannabis program;

f. Having been convicted, placed on probation, or having a case filed pursuant to R.I. Gen. Laws § 12-10-12 where Green Wave CC or a cardholder pleads nolo contendere, or having a case deferred pursuant to R.I. Gen. Laws § 12-19-19 where Green Wave CC or a cardholder pleads nolo contendere for any felony offense under R.I. Gen. Laws Chapter 21-28, the Rhode Island Controlled Substances Act, or any similar offense from any other jurisdiction;

g. Failing to notify DBR of any disqualifying criminal conviction, plea of nolo contendere, case filing, or deferral as set forth in § 1.13(C)(2)(f);

h. Only for licensees or licensee-affiliated cardholders, having been convicted of or plead guilty or nolo contendere to any felony or to any crime of, or an act constituting a crime of, forgery, embezzlement, obtaining money under false pretenses, bribery, larceny, extortion, conspiracy to defraud, or any other similar offense or offenses involving cannabis or medical marijuana, in a court of competent jurisdiction of this state or any other state or of the federal government;

i. Exceeding the possession limits set forth in the Act or the DBR Regulations;

j. Failing to comply with the plant tag certificate requirements in the Act or § 1.12;

k. Forging another's name to an application or any document related to a DBR license, registration or card;

l. Failing to furnish to DBR or any person acting on behalf of DBR within the time required by any written notice from DBR any information pertaining to a license, registration and/or operations that may be requested by DBR pursuant to the Act or the DBR Regulations;

m. Knowingly accepting, purchasing or receiving medical marijuana, medical marijuana products, marijuana or marijuana products from an individual or business entity who is not licensed but who is required to be licensed by DBR;

n. Operating, participating in or facilitating a medical marijuana emporium; or

o. In conjunction with any violation of §§ 1.13(C)(2)(a) through (n), any conduct reflecting adversely upon Green Wave CC or a cardholder's fitness to engage in the medical marijuana industry.

Note: It is sufficient cause to discipline Green Wave CC in accordance with the above if a principal officer, board member, employee, agent, or volunteer affiliated with Green Wave CC violates the Act or any regulations promulgated thereunder when acting in their capacity as a principal officer, board member, employee, agent, or volunteer of Green Wave CC.

Possession of Marijuana in Violation of the Act or the DBR Regulations

a. Per R.I. Gen. Laws § 21-28.6-15(b)(3), if Green Wave CC or any other person or entity is found to have marijuana plants or marijuana material without valid medical marijuana plant tag certificate or which are not tracked in accordance with the DBR Regulations, DBR shall impose an administrative penalty in accordance with the DBR Regulations of Green Wave CC, or any other person or entity for each untagged marijuana plant or unit of untracked marijuana material.

Note: Pursuant to R.I. Gen. Laws § 21-28.6-7(a)(4), medical marijuana emporiums are expressly prohibited.

Revocation of Plant Tag Certificates

Note: R.I. Gen. Laws § 21-28.6-15(b)(1) authorizes DBR to revoke medical marijuana plant tag certificates for violation of any provision of the Act, the DBR Regulations, or the DOH Regulations.

Note: Grounds for revocation of medical marijuana plant tag certificates shall include, but are not limited to:

(1) Failure to maintain or timely renew the required underlying license, as applicable.

(2) Having excess and/or untagged plants;

(3) Misrepresentation in applying for plant tag certificates;

(4) Permitting unauthorized use of plant tag certificates by another party;

(5) Growing in more than one location;

(6) Transferring plants from the registered grow location without complying with the rules for said transport;

(7) Failing to maintain or produce cultivation records in accordance with § 1.9.3;

(8) Other violations of the Act or regulations promulgated thereunder which may result in the suspension of a registry identification card.

Administrative Penalties

Please see our DBR Penalty Policy.

1. Pursuant to R.I. Gen. Laws §§ 21-28.6-9(e)(1)(ii), 21-28.6-12(f)(1) and 21-28.6-15(b)(3), DBR adopts the following schedule of administrative penalties with respect to violations of the Act, the DBR Regulations or any other applicable laws pertaining to a license, registration and/or operations in connection therewith:

Criminal Penalties and Law Enforcement

1. Administrative actions including administrative penalties imposed by DBR on account of violations hereunder may be in addition to criminal penalties provided for under R.I. Gen. Laws Chapter 21-28, the "Rhode Island Controlled Substances Act".

2. Pursuant to R.I. Gen. Laws § 21-28.6-6(l), DBR shall verify to law enforcement personnel whether a registry identification card is valid and may confirm whether the cardholder is compliant with the provisions of the Act and the regulations promulgated thereunder.

3. Pursuant to R.I. Gen. Laws § 21-28.6-6(m), nothing in the Act or the DBR Regulations shall be construed as to prohibit law enforcement, public safety, fire or building officials from investigating violations of, or enforcing state law.

4. Pursuant to R.I. Gen. Laws § 21-28.6-6(m), DBR may notify law enforcement about falsified or fraudulent information submitted to DBR in violation of the Act or the DBR Regulations.

5 Nothing in the DBR Regulations shall alter or impair the ability of law enforcement to confiscate excess, untagged, and/or invalidly tagged marijuana plants or marijuana material and revoked and/or otherwise invalid plant tags in accordance with applicable criminal law and procedures.

5. DBR may provide information to law enforcement in order to verify the validity of plant tags, tag data, cardholder registration and compliance

with the Act and the DBR Regulations through data sharing mechanisms, in accordance with the Act.

45. **Marijuana Equivalency Table 1.14**

Note: The following equivalency table shall be used to ascertain whether the amount of various forms of marijuana is compliant with the dried useable possession limits set forth in the Act and the DBR Regulations. "Single serving unit" as used in the below table means no more than 10 mg of THC per single serving unit.

Marijuana Flower Weight	Equivalent Number of 10mgs of THC Single Serving Units
5 ounces	415 THC single serving units
2.5 ounces	125 THC single serving units
1 ounce	83 THC single serving units
.25 ounces	21 THC single serving units
1 gram	3 THC single serving units
Marijuana Flower Weight	Equivalent grams of Concentrate
5 ounces	38.5 grams

2.5 ounces	19.25 grams
1 ounce	7.7 grams
.25 ounces	1.9 grams
1 gram	0.3 grams
Wet Flower Weight	Dry Flower Weight (20% of Wet Flower Weight
50 ounces	10 ounces
37.5 ounces	7.5 ounces
25 ounces	5 ounces
12.5 ounces	2.5 ounces

Green Wave CC, Inc.

Exhibit C - Redacted in Full

Exhibit D - Redacted in Full

Exhibit E - Redacted in Full (Proprietary)

CC Exhibit F - Compassion Center Premises Requirements

Exhibit F (ii) The Town of Foster has issued a Zoning Certificate for the referenced property attached.

181 Howard Hill Road · Foster, RI 02825
Phone: (401)392-9200 · Fax: (401)702-5010

Town of Foster

Est. 1781

ZONING CERTIFICATE

Date:

PLAT: 10 LOT: 0025/B POLE NO:

I. APPLICATION

Owner: Robert Paolissi

Lessee: GREEN WAVE CC

Street Address: 187 Danielson Pike

Town/State/Zip Code: FOSTER, RI 02825

Zoning district in which premises are located: GENERAL BUSINESS MIXED USE LARGE Bus Mdl-94 Commercial

Existing use of premises: Pool Supply

Proposed use of premises: MEDICAL MARIJUANA COMPASSION CENTER

Dimensions of proposed building: 2,900 SQFT 64x30 & 34x29

Extent of proposed alterations:

Section of Zoning Ordinances which permits this use, structure, or sign:

ARTicle I; IN General Section 38-2 Definitions

Section 38-191 TABLE OF USES ARTICLE IV USES

Signed: Robert Paolissi Address: [redacted] Phone No [redacted]

NOTE: **The Zoning Official may require that copies of plans and specifications, and such other information as may be deemed necessary, be filed with this application.**

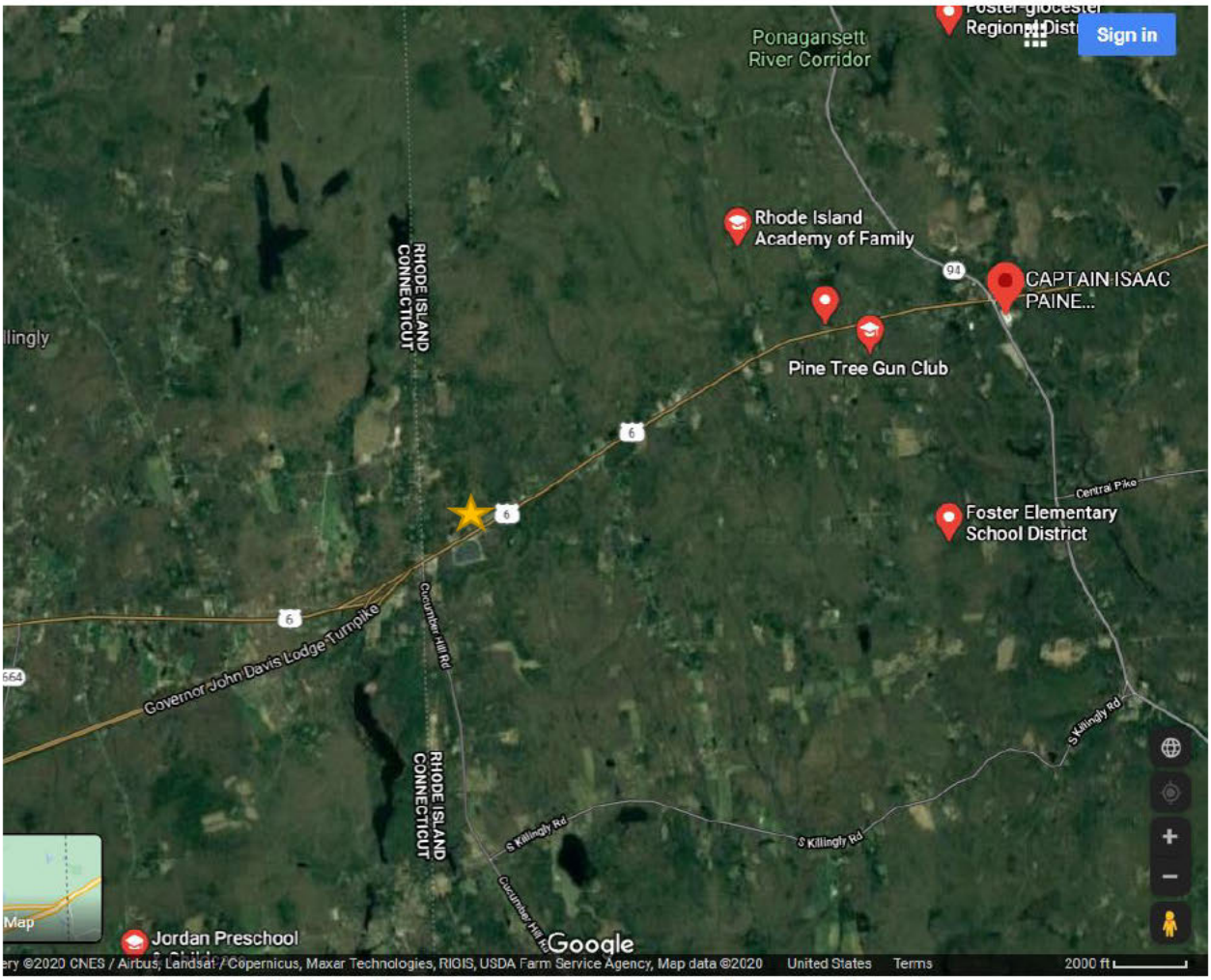
II. CERTIFICATE

I hereby certify that the proposed use, structure, or sign conforms to the provisions of the Town of Foster Zoning Ordinances.

Date: 11/30/2020 Zoning Official: Elliott A. Bishop

CC Exhibit F - Compassion Center Premises Requirements

Exhibit F (iii) The following exhibit illustrates the distance from the property to the nearest schools, RI Academy of Families (1.9 Miles) and Captain Isaac Paine Elementary (2.7 Miles). Additionally, a diagram showing the referenced property location and 1,000 ft radius around the property line is included in the plan set attachment **Exhibit F (iv)** Sheet A1.2.



Schools and relative distance from Green Wave CC (187 Danielson Pike, Foster RI)

School Name	Distance from Green Wave, CC
RI Academy of Family	1.9 Miles +/-
Captain Isaac Paine Elementary	2.7 Miles +/-
Foster Elementary School District	3.6 Miles +/-

CC Exhibit F - Compassion Center Premises Requirements

Exhibit F (iv) Attached Sheet A1.0 presents the proposed floor plan of the building at a scale of 1/8" = 1.0'. The proposed floor plan details:

1. Where medical marijuana will be stored, processed and dispensed.
2. Restricted access areas, limited access areas, and security features including location of secure doors, cameras and security recording equipment.
3. Patient access areas including enrollments, waiting and education.

Public Transportation:

4. Public transportation is located at the Chopmist Hill Park and Ride. Due to the lack of bus stops in close proximity to Green Wave CC, we offer delivery services in accordance with State Regulations.

Sheet A1.1 presents an aerial map of the proposed building and surrounding site development. The aerial map details:

5. Existing on-site parking consists of 24 spaces plus 4 additional handicap spaces. Additional spaces may be converted to handicap access spaces as required.
6. The existing building is at ground level. A full building renovation will ensure all ADA requirements are met. A final inspection will be performed and revisions to the facility will be completed to ensure compliance with all ADA guidelines and recommendations.
7. Existing adjacent streets and buildings are shown.

Exhibit F (v) As shown in **Exhibit F(iv)** Sheet A1.1, the building is located just off Danielson Pike, and approximately 5 miles from Rt 395 in CT. The building is located in a fairly remote location. foot traffic is not anticipated. In an effort to obstruct the view of marijuana or marijuana products from the public, and as part of the safety plan, all windows will be covered to prevent people from looking into the facility.

N
W E
S
APPROX NORTH

GREENWAVE, INC.
187 DANIELSON PIKE
FOSTER, RI

PREPARED-FOR
GREENWAVE, INC

REVISIONS

REV	DESCRIPTION	DATE

DATE: 12/1/20
SCALE: 1"=2500'
PROJECT NO.: 2020-230
CHECKED BY: GR

A1.2

CC Exhibit F - Compassion Center Premises Requirements

Exhibit F (vi) The building is currently owned by Robert Paolissi There is a lease agreement, attached for reference.

COMMERCIAL LEASE LETTER OF INTENT

Greenway Realty / Green Wave CC
[redacted]

Effective Date: November 18, 2020

Robert Paolissi
187 Danielson Pike
Foster, RI 02825

RE: Intent to Lease Commercial Property

I. The Lessee: Greenway Realty LLC / Green Wave CC (the "Lessee").

II. The Lessor: Robert Paolissi (the "Lessor").

III. Address of Premises:187 Danielson Pike, Foster, RI 02825 (the "Premises").

Additional Description: 2,900 soft building .

IV. Lease Term: The term of the lease shall be for a period of □ 3 year(s) □ 0 month(s) commencing on the 1day of December , 2020 , and expiring on the 1 day of December 2023.

V. Use of Leased Premises: The Lessee intends to use the Premises for the following purpose:

Medical Marijuana Compassion Center.

VI. Base Rent: The base rent of [redacted] shall be paid monthly on the 1st of each month with the first payment due upon the commencement of the lease (the "Base Rent").

VII. Expenses: In addition to the Base Rent, the Lessee shall be required to pay the following monthly expenses:

Half of property taxes.

The Lessor shall be required to pay the following monthly expenses:

_____

_____

_____.

VIII. Security Deposit: A security deposit in the amount of _____One_____ Dollars ($_____[redacted]_____) shall be due prior to or upon the signing of a lease.

IX. Lease Renewal: Choose One (1):

RAC 11/18/2020

RB 11/18/20

□ - Lessee has the right to renew the lease a total of 2 renewal period(s) which may be exercised by giving written notice to the Lessor no less than 30 days prior to the expiration of the lease or renewal period.

□ - Lessee may not renew the lease.

X. Rent Increase: Upon a lease renewal, the Base Rent shall:

□ - Increase by. Three Percent (_3__%).

□ - Increase by _____ Dollars ($_____).

□ - Increase as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics in the most recent publication to the option period start date.

□ - Not increase.

XI. Subletting: The Lessee may not sublet the Premises without first obtaining the prior written consent of the Lessor.

XII. Late Rent: If the Lessee fails to pay the total rent payment for more than ___ days after it is due, the following penalty may be charged:

□ - A late fee of _____ Dollars ($_____) per day until the overdue amount is paid.

□ - An interest rate of _____ Percent (___%) per annum on a daily basis until the overdue amount is paid.

XIII. Binding Effect: This Letter of Intent shall be considered: (Initial and Check)

_____ - □ **Binding** – Therefore, the parties acknowledge that remedies at law will be inadequate for any breach of this Letter of Intent and consequently agree that this Letter of Intent shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights at law or in equity of the parties under this Letter of Intent.

RAC
_____ - ☒ **Non-Binding** – Therefore, the parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of reaching a later agreement in the future, of which the Lessee and Lessor are not bound.

XIV. Additional Provisions: Lease contingent of award of compassion center.
_____
_____
_____.

XV. Governing Law: This Letter of Intent shall be governed under the laws of the State of Rhode Island .

RAC 11/18/2020

RP 11/18/20

LESSEE

Lessee's Signature Richard D Comolli Date 11/18/2020

Print Name Richard Comolli Greenway Realty / GREEN WAVE CC

LESSOR

Lessor's Signature Robert Paolissi Date 11/18/2020

Print Name Robert PAOLissi