



**Rhode Island Department of Business Regulation  
Office of Cannabis Regulation**

**Application for Medical Marijuana  
Compassion Center License**

**Publication Release Date:**

**July 17, 2020**

**Application Period: From July 17, 2020 through December 15, 2020**

**Interested parties should review the Application and submit any questions by email only to [DBR.mmpcompliance@dbr.ri.gov](mailto:DBR.mmpcompliance@dbr.ri.gov) with the subject line "Medical Marijuana Compassion Center Application Questions." Your questions and the Department's answers will be posted on the Department of Business Regulation website so that all Applicants will have access to the same information.**

**If you would like to be added to the interested parties list for updates to the Compassion Center Application process, please email [DBR.MMPCompliance@dbr.ri.gov](mailto:DBR.MMPCompliance@dbr.ri.gov), with a subject line "New Compassion Center Application Interested Parties List."**

**Department Business Hours: M–F, 8:30 am–4:00 pm**

**For additional information regarding the Application process, please visit the Department's website at: <https://dbr.ri.gov/>**

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## **Part 1 – Application Information and Instructions**

The Office of Cannabis Regulation within the Rhode Island Department of Business Regulation (the “Department” or the “Office”) is accepting Applications from qualified Applicants interested in being issued a Medical Marijuana Compassion Center License.

Pursuant to The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, Rhode Island General Laws § 21-28.6-1 *et seq.*, as amended by Rhode Island Public Laws 2019, ch. 088, Article 15 (as so amended, the “Act”), the Department is responsible for licensing medical marijuana compassion centers for the licensed dispensing of medical marijuana to registered cardholders. The Medical Marijuana Program allows a patient cardholder or authorized purchaser who is registered with the Department of Health or a primary caregiver who is registered with the Department of Business Regulation to purchase medical marijuana from a licensed compassion center. Licensed compassion centers may acquire medical marijuana in accordance with the Act and *Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation*, 230-RICR-80-5-1 (the “Regulations”). **Please thoroughly review the Regulations which can be found on the Secretary of State’s website: <https://rules.sos.ri.gov/regulations/part/230-80-05-1>.**

### **SECTION A: Application Period**

**The period for submission of applications will be from 10:00 a.m. on July 17, 2020, through 3:00 p.m. on December 15, 2020 (the “Application Submission Deadline”).** Updates regarding the application period will be posted on the Department’s website: <https://dbr.ri.gov/>.

If you would like to be added to the interested parties list for the Compassion Center Application process, please email [DBR.MMPCompliance@dbr.ri.gov](mailto:DBR.MMPCompliance@dbr.ri.gov), with a subject line “New Compassion Center Application Interested Parties List.”

It is Applicant’s responsibility to ensure that its application is complete and submitted before the close of the Application Submission Deadline. Incomplete applications will be deficient and will not be accepted for review and evaluation, and the application fee will not be refunded. The Department will not accept or consider applications tendered after the Application Submission Deadline.

### **SECTION B: General Instructions**

Read this Application carefully. Answer each question completely. Do not leave blank spaces.

- **All application materials that require a signature must be signed by an “authorized signatory” of Applicant. An “authorized signatory” means a person that is authorized by the corporation/company to attest to the accuracy of all application information, materials and content submitted to the Department of Business Regulation.**
- If a question does not apply, write “N/A.” If the correct answer to a particular question is “None” write “None.”

- All Forms, Annexes, Exhibits, Documents and Deliverables on the Checklist are mandatory and must be submitted **at the time of filing this Application** in order for your Application to be complete and eligible for review.
- Applicant is under a **continuing duty to promptly notify** the Department of Business Regulation if there is a change in the information provided to the Department.
- All entries on the Application Forms, Annexes, Exhibits, Documents and Deliverables should be single spaced and typed in 12-point Calibri or Times New Roman font.
- Do not misstate or omit any material fact(s).
- The submittal of an Application constitutes acceptance of the requirements, administrative stipulations, and all of the terms and conditions of this Application. All costs and expenses incurred in submitting an Application will be borne by Applicant.
- **Definitions:** Please refer to the “Definitions” set forth in R.I. Gen. Laws § 21-28.6-3 and the “Definitions” in the Regulations, § 1.1.1, which are applicable to all compassion center license applications.

#### **Application Delivery Location**

It is Applicant’s responsibility to ensure timely delivery of its Application to the Department by the 3:00 p.m., December 15, 2020 Submission Deadline. Late Applications will not be accepted.

Rhode Island Department of Business Regulation  
Attn: Office of Cannabis Regulation  
1511 Pontiac Avenue, Building 68-1  
Cranston, RI 02920  
401-462-9500

#### **SECTION C: Communications with the Department of Business Regulation – Application Questions**

All questions about the Application or Application process must be sent to the Department of Business Regulation **by email only** at [DBR.mmpcompliance@dbri.gov](mailto:DBR.mmpcompliance@dbri.gov) with the subject line **“Medical Marijuana Compassion Center Application Question.”**

Questions and the Department’s answers will be posted on the Department of Business Regulation’s website so that all Applicants will have access to the same information. The Department reserves the right to not respond to questions concerning matters that are already addressed in the Application, the Act and/or the Regulations or which are immaterial or inappropriate.

For questions received after 4:00 p.m. on December 1, 2020, the Department may not respond prior to the December 15, 2020 Application Submission Deadline. Applicants and therefore encouraged to identify and submit any questions as soon as possible.



## **SECTION D: Application Requirements and Procedures**

Applicants should review the Act and the Regulations for further information regarding application requirements and procedures.

### **Zones – Procedures and Limitations**

In accordance with R.I. Gen. Laws § 21-28.6-12(c)(3) and §§ 1.2(C) & 1.15 of the Regulations, DBR evaluated the overall health needs of qualifying patients and safety of the public including the factors set forth therein and determined the following “application zones” where six (6) new compassion centers shall be licensed:

<b>ZONE</b>	<b>Geographic Boundaries</b>	<b>Number of New Licenses Available in the Zone</b>
1	Burrillville, Cumberland, Glocester, North Smithfield, Smithfield, and Woonsocket	1
2	Central Falls, Johnston, Lincoln, North Providence, and Providence	1
3	Coventry, Foster, Scituate, West Greenwich, and West Warwick	1
4	Cranston, East Greenwich, North Kingstown, and Warwick	1
5	Charlestown, Exeter, Hopkinton, Narragansett, Richmond, South Kingstown, and Westerly	1
6	Barrington, Bristol, East Providence, Jamestown, Little Compton, Middletown, Newport, New Shoreham, Pawtucket, Portsmouth, Tiverton, and Warren	1

An Applicant who applies for a compassion center license may only submit one application per zone. A person or entity cannot be an interest holder (as defined in the Regulations) with respect to more than one applicant/application for a compassion center license per zone. An Applicant may apply for a license in more than one zone provided, however, that if an Applicant is selected for a license in more than one zone, the Applicant must select a single zone in which Applicant will proceed with licensing in accordance with § 1.2(E) of the Regulations, forfeiting their license eligibility in the other zone. Another Applicant will then be selected for the zone or zones which were not selected. Applicants who apply in more than one zone must submit a separate application and separate application fee for each zone they apply to and indicate in each application all applications it has submitted and in which zones. Pursuant to R.I. Gen. Laws § 21-28.6-12 (c)(1)(i), the application fees are nonrefundable, even in instances where an Applicant submits applications in more than one zone.

Pursuant to § 1.2(E)(4) of the Regulations, a selected Applicant may not change or alter its proposed location to another location within the same zone without prior Department approval. A selected Applicant may not relocate or change its proposed location outside of the zone for which they were selected.



### **Review and Evaluation Criteria**

The Department of Business Regulation shall review and evaluate the submitted Applications based upon the criteria set forth in R.I. Gen. Laws § 21-28.6-12(c)(3) and § 1.2 of the Regulations. All Applicants that are deemed “qualified” by the Department shall be eligible for selection.

The Department may require an initial inspection of the proposed licensed premises in order to verify information contained in an Application before deeming an Applicant “qualified” and eligible for inclusion in the selection process.

### **Final Inspection, Requirements and Deadlines**

Selected Applicants must schedule and receive a final pre-license inspection prior to the Department’s issuance of a compassion center license. Additionally, all registry identification card requirements, including completion of national criminal background checks, payment of the \$500,000 licensing fee, and all other licensing conditions and requirements under the Act and Regulations must be satisfied prior to the Department’s issuance of a license. Selected Applicants will have nine (9) months from the date of Application approval to complete the pre-requisites for issuance of the license as described in the Regulations. Once a license is issued, a licensee shall have a period of three (3) months to take reasonable and documented efforts to “launch compassion center activities” as defined in the Regulations. If a selected Applicant or compassion center licensee is unable to meet either of these deadlines, the Department of Business Regulation may rescind its selection/approval and/or revoke the license as described in the Regulations.

### **Divestiture of Prohibited Financial Interests**

Pursuant to § 1.2(F)(7) of the Regulations, a compassion center and any interest holders/key persons thereof may not have any “material financial interest or control” in another Rhode Island compassion center, a cultivator, or a licensed cooperative cultivation or vice versa. Accordingly, disclosure of any such interests and a divestiture plan must be made as required in CC Form 3, Question 4, and Exhibit A.

### **Merger of Cultivator License**

Pursuant to R.I. Gen. Laws § 21-28.6-12(b)(10), if a selected Applicant holds a cultivation license, the cultivation license shall merge into the compassion center license and Applicant shall provide the documents required under § 1.2(F)(3)(b)(7) of the Regulations.

### **Prohibited Business Relationships**

A compassion center licensee and any cardholders under the compassion center license are prohibited from entering into a business relationship with any medical practitioner who provides written certifications of qualifying patients’ medical conditions in connection with the Medical Marijuana Program.

### **Denial or Disqualification of Application**

The Department of Business Regulation may disqualify or deny any Application or decline to issue a license under any of the following circumstances:

- Applicant fails to submit a complete Application, hard copies, and electronic copies including all Forms, Annexes, Exhibits, Documents and Deliverables set forth on the Checklist in Part 2 and the copies with required redactions set forth in Part 3 of this Application.

- The Application contains a material misstatement, omission, misrepresentation, or untruth.
- Applicant fails to submit the Application by the Application Submission Deadline.
- Applicant fails to pay the \$10,000 Application fee prior to the Application Submission Deadline.
- The payment of taxes due in any jurisdiction is in arrears.
- Applicant fails to demonstrate to the Department's satisfaction that it adequately meets the qualifications and requirements outlined in this application, the Act, and the Regulations.
- Applicant fails to pay the \$500,000 license fee pursuant to R.I. Gen. Laws § 21-28.6-12(c)(5)(ii)(A).
- Applicant fails to implement policies, procedures or actions indicated in its Application.

### **Inventory Limits**

If an Application is approved and a compassion center license is issued to Applicant, Applicant 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. Applicant may include in its Application information about past cultivation experience and may propose to conduct cultivation activities and/or a licensing of premises for cultivation provided, however, that any such cultivation proposals will not be evaluated or considered by the Department as part of initial licensing. Any such cultivation proposal will only be evaluated and considered by the Department at a later date as determined by the Department in accordance with § 1.6.4 of the Regulations. Pursuant to the Act and § 1.6.4 of the Regulations, a licensed compassion center must limit its inventory of medical marijuana and medical marijuana products to reflect the needs of qualifying patients.

## **SECTION E: Important Notices/Disclaimers**

- This Application is an **OFFICIAL DOCUMENT** of the Rhode Island Department of Business Regulation. It **MAY NOT** be altered or changed in any fashion except to fill in the areas provided with the information that is required. Should any alteration or revision of a question occur, the Department reserves the right to deny the Application in its entirety or deem void that specific response and treat that section as unanswered.
- The burden of proving an Applicant's qualifications at all times rests on Applicant. Applicant accepts any and all risk of adverse public notice, criticism, emotional distress, or financial loss that may result from any action with respect to this Application. Applicant expressly waives any and all claims for damages as a result thereof.
- After the Application has been submitted, Applicant may withdraw the submitted Application after written notice to the Department. The Application fee will not be refunded.
- Applicants are generally prohibited from submitting additional information after the Application is submitted unless the Department requests more information, and except in the event that the Applicant must disclose any changes in ownership, interest holders, and/or CC Form 2, Form 3, Form 4 and Form 5 disclosures throughout the entirety of the application and licensure periods.



- The Department may request any additional information or request an inspection of proposed location if it determines it is necessary to process and fully evaluate an Application. Applicant shall provide the additional information, documentation, materials and/or certifications within the time prescribed and at the Applicant's own expense. If Applicant does not provide the requested information within the prescribed time period, the Department may remove the Application from the evaluation process.
- **Applicant is under a continuing duty to promptly disclose to the Department any changes in ownership, interest holders, and/or CC Form 2 Disclosures throughout the entirety of the application and licensure periods.**
- **Proposed changes to interest holders and key persons require the Department's approval pursuant to the variance procedure outlined in the Regulations, provided, however, that no variance which affects a majority change in ownership, control, financial interest and/or compensation/remuneration will be approved prior to conclusion of the first year of licensed activities except upon the Department's determination that public, health, safety or welfare requires such variance.**
- All notices regarding an Application submission will be sent to Applicant's Compliance Officer email address provided on the Application Information Sheet, CC Form 1. Applicant must immediately notify the Department if Applicant's email address changes. Further, Applicant is responsible for ensuring that the email address provided in Form 1 of this application is and remains operational to ensure that all e-mail communications from the Department of Business Regulation are received; e-mails sent by the Department will be presumed to have been received by Applicant.
- All Application submissions become the property of the Department and will not be returned.
- **The Department of Business Regulation's decision to approve, disqualify, or deny an Application is final.**



## **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.

<b>FORM/Exhibit #</b>	<b>Name/Description</b>	<b>Included Yes</b>
<b>CC Form 1</b>	Application Information Sheet, Taxpayer Status, Notices and Affirmations executed by a duly authorized signatory of Applicant.	<input checked="" type="checkbox"/>
<b>CC Form 2</b>	Disclosure of Owners and Other Interest Holders executed by a duly authorized signatory of Applicant	<input checked="" type="checkbox"/>
	Attached Organizational chart	<input checked="" type="checkbox"/>
	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	<input checked="" type="checkbox"/>
<b>CC Form 3</b>	Interest Holder Certification Statement executed by a duly authorized signatory of Applicant.	<input checked="" type="checkbox"/>
<b>CC Form 4</b>	Certification Regarding Nonprofit Status and Compliance executed by a duly authorized signatory of Applicant.	<input checked="" type="checkbox"/>
	Attached Annex A – Nonprofit Documents	<input checked="" type="checkbox"/>
	Attached Annex B – Management Companies	<input checked="" type="checkbox"/>
	Attached Annex C – Vendors	<input checked="" type="checkbox"/>
	Attached Annex D – Contracts	<input checked="" type="checkbox"/>
	Attached Annex E – Related Party Transactions	<input checked="" type="checkbox"/>
	Attached Annex F – Real Estate	<input checked="" type="checkbox"/>
	Attached Annex G – Equipment	<input checked="" type="checkbox"/>
	Attached Annex H – Annual Compensation	<input checked="" type="checkbox"/>
<b>CC Form 5</b>	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	<input checked="" type="checkbox"/>

<b>Application Fee</b>	\$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	<input checked="" type="checkbox"/>
<b>CC Exhibit A</b>	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	<input checked="" type="checkbox"/>
<b>CC Exhibit B</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	<input checked="" type="checkbox"/>
<b>CC Exhibit C</b>	Applicant's Business Plan for the Compassion Center with all information and in compliance with § 1.2(C)(4)(c) of the Regulations	<input checked="" type="checkbox"/>
<b>CC Exhibit D</b>	Applicant's Security and Safety Plan with all information and in compliance with § 1.2(C)(4)(d) of the Regulations	<input checked="" type="checkbox"/>
<b>CC Exhibit E</b>	Applicant's Operations Manual for the Compassion Center with all information and in compliance with § 1.2(C)(4)(e) of the Regulations	<input checked="" type="checkbox"/>
<b>CC Exhibit F</b>	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	<input checked="" type="checkbox"/>
<b>Submission of Required Electronic and Paper Copies of Entire Application</b>		
<b>Version A – Paper</b>	Complete unredacted signed paper copy of the entire Application	<input checked="" type="checkbox"/>
<b>Version A - Electronic</b>	Complete electronic copy of the Version A paper application on a USB thumb drive	<input checked="" type="checkbox"/>
<b>Version B - Paper</b>	Complete paper copy of entire application redacted as instructed in Part 3 of this Application	<input checked="" type="checkbox"/>
<b>Version B – Electronic</b>	Complete electronic copy of entire application redacted as instructed in Part 3 of this Application on a USB thumb drive	<input checked="" type="checkbox"/>
<b>Version C – Paper</b>	Complete paper copy of entire application redacted as instructed in Part 3 of this Application	<input checked="" type="checkbox"/>
<b>Version C – Electronic</b>	Complete electronic copy of entire application redacted as instructed in Part 3 of this Application on a USB thumb drive	<input checked="" type="checkbox"/>

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**

<b>1</b>	<b>COMPANY NAME</b>  (legal name, and any d/b/a name(s), if applicable)	Livity Compassion Center
	<b>Application ZONE#</b>	<b>6</b>  (note separate applications and application fees are required to apply to multiple zones)
<b>2</b>	<b>BUSINESS STREET ADDRESS</b>	185 York Avenue
<b>3</b>	<b>CITY, STATE, ZIP</b>	Pawtucket, RI 02860
<b>4</b>	<b>STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA</b>	185 York Avenue
<b>5</b>	<b>CITY, STATE, ZIP</b>	Pawtucket, RI 02860

6	<b>PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA</b>	Plat #39 Lot #930
7	<b>SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALE OF MARIJUANA</b>	8,898 SF
8	<b>FEIN:</b> (Federal Employer Identification Number)	
9	<b>TELEPHONE NUMBER</b>	<b>AREA CODE    NUMBER                      EXTENSION</b> <u>(401) 639-1598</u> Ext. _____
10	<b>FAX NUMBER</b> (if not applicable, put "N/A")	<b>AREA CODE    NUMBER                      EXTENSION</b> <u>(N/A)</u> -                      Ext. _____
11	<b>TOLL FREE NUMBER</b> (if not applicable, put "N/A")	<b>AREA CODE    NUMBER                      EXTENSION</b> <u>(N/A)</u> -                      Ext. _____
12	<b>COMPLIANCE OFFICER</b> Identification and Contact Information	<p>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.</p>
	<b>Name:</b>	Danielle Foss
	<b>Title:</b>	President and Treasurer



<b>Mailing Address:</b>	185 York Avenue, Pawtucket, RI 02860		
<b>Email Address:</b>	dfoss@livityllc.com		
<b>Phone Number</b>	<u>(401) 524-2001</u>	<b>Ext.</b> _____	
	<b>AREA CODE</b>	<b>NUMBER</b>	<b>EXTENSION</b>
<b>Fax Number (if not applicable, put "N/A")</b>	<u>(N/A)</u>	<b>Ext.</b> _____	
	<b>AREA CODE</b>	<b>NUMBER</b>	<b>EXTENSION</b>

### **TAXPAYER STATUS**

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

**PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE**

- ☒ I hereby declare, under penalty of perjury, that I have filed all required state tax returns and have paid all taxes owed.
- ☐ I have entered a written installment agreement to pay delinquent taxes that is satisfactory to the Tax Administrator.
- ☐ I am currently pursuing administrative review of taxes owed to the state.
- ☐ I am in federal bankruptcy. (Case # \_\_\_\_\_)
- ☐ I am in state receivership. (Case # \_\_\_\_\_)
- ☐ I have been discharged from Bankruptcy. (Case # \_\_\_\_\_)

Livity Compassion Center/ID Number: 001715040 \_\_\_\_\_

Name of Taxpayer/Entity  
Number

Social Security or Federal Tax Identification

## **CC Form 1 - AFFIRMATIONS**

### **Applicant hereby understands and affirms the following:**

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



**SIGNATURE FOR CC FORM 1**

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

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

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

**AUTHORIZED SIGNATORY SIGNATURE**

**SIGNATURE:**

Danielle Foss

**Print Name: Danielle Foss**

**Print Title: President, Treasurer**

**DATE:**

12/15/2020  
Click here to enter a date.





Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant	
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	
Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant	
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	
Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant	
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	
Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant	
<b>B. LIST ALL OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR AGENTS OF APPLICANT/LICENSEE AND ANY OTHER ENTITIES DESCRIBED IN SECTION A.</b>					
<p>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.</p>					
Name Danielle Foss		_____		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Add	dual) 11 d			4-2001	
Business Associated with (Applicant, parent business or sub-entity) Applicant		Title (officer, director, manager, etc.) President, Treasurer, Director			
Name Jeffrey Foss		_____		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Add	dual) 11 d			16-3556	
Business Associated with (Applicant, parent business or sub-entity) Applicant		Title (officer, director, manager, etc.) Secretarv. Director			
Name Jeffrey Thorpe		_____		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Add	dual)				
Business Associated with (Applicant, parent business or sub-entity) Applicant		Title (officer, director, manager, etc.) Director			
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Address (residence if an individual)		City	State	ZIP	Phone Number (   )
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.)			
Name	Title	SSN/FEIN		DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)		City	State	ZIP	Phone Number (   )
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.)			
Name	Title	SSN/FEIN		DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)		City	State	ZIP	Phone Number (   )
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.)			
Name	Title	SSN/FEIN		DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)		City	State	ZIP	Phone Number (   )
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.)			
<p><b>C. LIST ALL PERSONS OR ENTITIES WHO HAVE MANAGING OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT/LICENSEE, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A OR B, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).</b></p> <p>To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i>), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.</p>					
Name None	Title	SSN/FEIN		DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)		City	State	ZIP	Phone Number (   )
Business Associated with (Applicant, parent business or sub-entity)		Role, interest, etc.			
Name	Title	SSN/FEIN		DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)		City	State	ZIP	Phone Number (   )
Business Associated with (Applicant, parent business or sub-entity)		Role, interest, etc.			
Name	Title	SSN/FEIN		DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)		City	State	ZIP	Phone Number (   )
Business Associated with (Applicant, parent business or sub-entity)		Role, interest, etc.			



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

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

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

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

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

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 LIVITY, LLC	Title N/A	OB N/A	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) 185 York Avenue	City Pawtucket	Sta RI	ZIP 02860
Business Associated with (Applicant, parent business or sub-entity) Applicant		Phone Number ( 401 ) 316-3556	
Interest Holder of cultivator license CV0031 to be merged with applicant license pursuant to asset purchase agreement attached at Annex D if application approved.			
Name Joel Trojan			App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) 47			-1598
Business Associated with (Applicant, parent business or sub-entity) LIVITY, LLC and family member of directors/officers of applicant			
Name Jeffrey Foss	Title Member/Owner	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

				Phone Number 401 ) 316-3556	
Business Associated with (Applicant, parent business or sub-entity) LIVITY, LLC, director/officer of applicant and husband of other director/officer of applicant				and secretary of applicant and husband of	
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	
Business Associated with (Applicant, parent business or sub-entity)		Interest			
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	
Business Associated with (Applicant, parent business or sub-entity)		Interest			
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	
Business Associated with (Applicant, parent business or sub-entity)		Interest			
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	
Business Associated with (Applicant, parent business or sub-entity)		Interest			
<b>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.</b>					
To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i> ), list all Interest Holders in that entity unit:					
Interest Holders are identified and disclosed down to the individual person level.					
Name None	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	
Business Associated with (Applicant, parent business or sub-entity)		Interest			
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP 02865	Phone Number ( )	



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

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

Name	Date of Birth	SSN/FEIN	Interest/Dollar Amount
None	None	None	None

**Section III:**

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

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



## **CERTIFICATION AS TO CC FORM 2**

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

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

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

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

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

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

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



Signature of Authorized Signatory



Click here to enter a date.

Date

Danielle Foss

Printed Name

Print Title: President, Treasurer

Print Name of Applicant/Licensee: Livity Compassion Center

**CC FORM 3****Owners and Interest Holders Certification Statement Form**

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

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



4. Does the Applicant, or any Owner or Interest Holder have any “material financial interest or control” (as defined in § 1.1.1(A)(30) of the Regulations) in another Rhode Island licensed cultivator, a compassion center, a licensed cooperative cultivation, or a Rhode Island DOH-approved third party testing provider or vice versa. If “Yes” describe below:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<p>LIVITY, LLC is a Rhode Island licensed cultivator. LIVITY, LLC is owned by Joel Trojan and Jeffrey Foss, the Secretary and a Board member of the applicant and the husband of Danielle Foss, the President and Treasurer and a Board member of the applicant. Joel Trojan is the father of Danielle Foss and the father-in-law of Jeffrey Foss. Pursuant to the Asset Purchase Agreement between LIVITY, LLC and the applicant attached at Annex D, if the application is approved assets of LIVITY, LLC will be transferred to the applicant, the cultivator license of LIVITY, LLC will be merged with the applicant’s license and Joel Trojan will loan money to the applicant pursuant to a Loan Agreement in substantially the form attached at Annex D. Joel Trojan is the sole owner of TROJAN EQUITIES, LLC, which owns and will lease the licensed facilities to the applicant if the application is approved.</p>		
5. Applicant acknowledges that it fully understands that:		
a. Marijuana is a Schedule I controlled substance under the Controlled Substances Act of 1970 (21 U.S.C. 801 <i>et seq.</i> );	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
b. The manufacturing, distribution, cultivation, processing, possession, or possession with intent to distribute a Schedule I controlled substance, or conspiring or attempting to do so, are offenses subject to harsh penalties under federal law and could result in arrest, prosecution, conviction, incarceration, fine, seizure of property, and loss of licenses or other privileges;	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
c. Any activity regarding marijuana that does not comply with Rhode Island law or regulations is a violation of State law and could result in arrest, prosecution, conviction, incarceration, fine, seizure of property, and loss of licenses or other privileges; and	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
d. Applicant must comply with the requirements of R.I. Gen. Laws § 21-28.6-12(c)(7) and § 1.4(C) of the Regulations pertaining to criminal identification records checks prior to licensure.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6. Applicant acknowledges that Application Fees are non-refundable.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7. Applicant acknowledges that in filing an Application for a license, the following:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<p>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</p>	Yes	No

the Administrative Procedures Act codified in R.I. Gen. Laws § 42-35-1 <i>et seq.</i>		
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The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the certifications made in this Form 3 and that each such notice shall include an updated Form 3.

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

  
Signature of Authorized Signatory

12/15/2020  
Click here to enter a date.  
Date

Danielle Foss

Printed Name

Print Title: President, Treasurer

Print Name of Applicant/Licensee: Livity Compassion Center



**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)<sup>1</sup> (whether directly or through an entity in which such family member(s) has an interest) of an officer, director, manager or other person having managerial or operational control of Applicant/Licensee, on the other hand.
- B. All such financial transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

4. Real Estate and Equipment

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

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<sup>1</sup> "Family members" means and includes a spouse, parent, grandparent, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law and includes adopted, half and step members.



5. Compensation of Officers, Directors and Employees

- A. Attached hereto as Annex H is a schedule of annual compensation as to:
- i. All officers, directors, managers, and other persons having managerial or operational control of Applicant/Licensee; and
  - ii. The ten (10) other persons with the highest-level annual compensation.
- B. Applicant/Licensee is in compliance with the compensation, dividend and loan provisions of the Rhode Island Nonprofit Corporation Act, R.I. Gen. Laws Chapter 7-6, including §§ 7-6-26.1, 7-6-31, and 7-6-32.

6. Revenue Sharing

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

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

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

  
\_\_\_\_\_  
Signature of Authorized Signatory

  
Click here to enter a date.  
\_\_\_\_\_  
Date

Danielle Foss  
\_\_\_\_\_  
Printed Name  
Print Title: President, Treasurer  
Print Name of Applicant/Licensee: Livity Compassion Center

**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.**

**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 #
------------------------	-----------------	------------------	---------------------------



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.

*The applicant has also submitted an application for Zone 1*



Updated to 7/16/2020

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.

Danielle Foss  
Signature of Authorized Signatory

12/15/2020  
Click here to enter a date.  
Date

Danielle Foss

Printed Name

Print Title: President, Treasurer

Print Name of Applicant/Licensee: Livity Compassion Center

## **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]**

  
\_\_\_\_\_  
Signature of Authorized Signatory

  
\_\_\_\_\_  
Click here to enter a date.  
Date

Danielle Foss  
\_\_\_\_\_  
Printed Name  
Print Title: President, Treasurer  
Print Name of Applicant/Licensee: Livity Compassion Center



### **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]**

  
\_\_\_\_\_  
Signature of Authorized Signatory

  
\_\_\_\_\_  
Click here to enter a date.  
Date

Danielle Foss  
\_\_\_\_\_  
Printed Name  
Print Title: President, Treasurer  
Print Name of Applicant/Licensee: Livity Compassion Center

### **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]**

  
\_\_\_\_\_  
Signature of Authorized Signatory

  
\_\_\_\_\_  
Click here to enter a date.  
Date

Danielle Foss  
\_\_\_\_\_  
Printed Name  
Print Title: President, Treasurer  
Print Name of Applicant/Licensee: Livity Compassion Center



### **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]**

Danielle Foss  
Signature of Authorized Signatory

12/15/2020  
Click here to enter a date.  
Date

Danielle Foss

Printed Name

Print Title: President, Treasurer

Print Name of Applicant/Licensee: Livity Compassion Center

## **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]**

  
\_\_\_\_\_  
Signature of Authorized Signatory

  
\_\_\_\_\_  
Click here to enter a date.  
Date

Danielle Foss  
\_\_\_\_\_  
Printed Name  
Print Title: President, Treasurer  
Print Name of Applicant/Licensee: Livity Compassion Center

### **CC Exhibit F – Compassion Center Premises Requirements**

Attach hereto as CC Exhibit F, per § 1.2(C)(4)(f) of the Regulations, is all the information responsive to paragraphs (i) through (vi) below.

Is the applicant proposing **alternative locations** in the same zone under this application?

Yes ☐ No ☒

If “Yes”, then Application must provide a complete response to paragraphs (i) through (vi) below for each proposed location.

Applicant’s response must demonstrate its understanding of, and ability to comply with, the requirements under the Act and the Regulations and include without limitation:

- i. A description of the proposed Licensed Premises, including street address, plat/lot number and zoning district.
- 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]**

Danielle Foss  
Signature of Authorized Signatory

12/15/2020  
Click here to enter a date.  
Date

Danielle Foss  
Printed Name  
Print Title: President, Treasurer  
Print Name of Applicant/Licensee: Livity Compassion Center

## **Annex A – Nonprofit Documents**

- i. Livity Compassion Center is a Rhode Island Non-Profit Corporation, formed on November 12, 2020 with Identification Number

Its board members are:

Danielle Foss

Jeffrey Foss

Jeffrey Thorpe

Its officers are:

Danielle Foss, President and Treasurer

Jeffrey Foss, Secretary

Other key persons:

None

Job Descriptions, Roles and Duties:

President. The President is the principal executive officer of the applicant and, subject to the direction and under the supervision of the Board of Directors, has general charge of the business, affairs and property of the applicant, and control over its officers, agents and employees. The President is a member, ex officio, of all committees of the Corporation. The President executes, on behalf of the applicant, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, and has the authority to delegate such power of execution in accordance with the policies and procedures of the applicant or as expressly delegated by the Board of Directors. The President performs all duties incident to the office of President and such other duties as may be assigned to the President by the applicant's bylaws or by the Board of Directors.

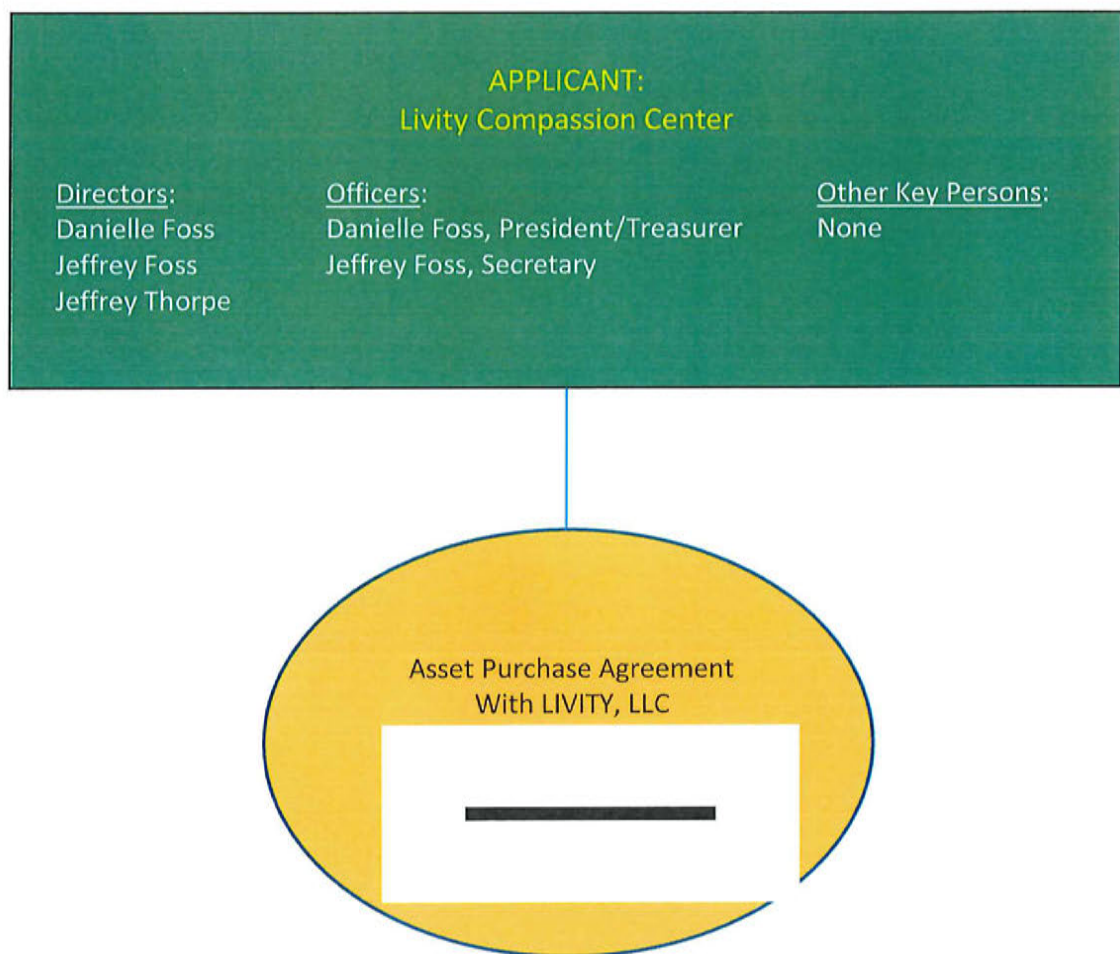
Secretary. The Secretary: (a) keeps the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose; (b) sees that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) is custodian of the corporate records; and (d) and has such other duties as the Board of Directors or the President shall assign.

Treasurer. The Treasurer: (a) has charge and custody of and is responsible for all funds and securities of the applicant; (b) has oversight of the receipt of moneys due and payable to the applicant from any source whatsoever, and the deposit of all



such moneys in the name of the applicant in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of the applicant's bylaws; and (c) in general, performs all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors.

**Appendix A – CC Form 2**  
**Organizational Chart**



**Appendix B – CC Form 2**  
**Schedule of Effective Ownership Interests**

<b>Owners by Effective Percentage Ownership</b>	<b>Effective Percentage of Ownership</b>	<b>Capital Contributions</b>
None/Nonprofit	N/A	N/A

<b>Third Party Management/Operation Agreements</b>					
<b>Entity</b>	<b>2019 Comp</b>	<b>2018 Comp</b>	<b>2017 Comp</b>	<b>2016 Comp</b>	<b>2015 Comp</b>
None	N/A	N/A	N/A	N/A	N/A

<b>Directors, Officers and Key Persons</b>					
<b>Name</b>	<b>2019 Comp</b>	<b>2018 Comp</b>	<b>2017 Comp</b>	<b>2016 Comp</b>	<b>2015 Comp</b>
Danielle Foss	None	None	None	None	None
Jeffrey Foss	None	None	None	None	None
Jeffrey Thorpe	None	None	None	None	None

# DANIELLE FOSS

**OBJECTIVE** | Goal-oriented and dedicated to high levels of customer satisfaction along with meeting aggressive business goals. Determined and hard-working with specialized knowledge in management, sales, book keeping and data entry.

**EXPERIENCE** | **COMPLIANCE MANAGER** F2NYC  
2006-2013

Responsible for all overseas factory audits along with Corrective Action Plans. I was in charge of testing all product to ensure all Cal Prop 65 laws were in compliance. Oversaw the testing department which utilized XRF machines to test all components of jewelry for compliance.

**EDUCATION** | **CCRI, LINCOLN,RI**  
ASSOCIATES IN SCIENCE

Completed Dental Hygiene program and Local Anesthesia Program. I was a part of the first graduating class in RI to offer Local Anesthesia.

**CCRI, LINCOLN,RI**  
ASSOCIATES IN SCIENCE

Focus of study was Law Enforcement

**BISHOP KEOUGH REGIONAL, PAWTUCKET,RI**  
HIGH SCHOOL DIPLOMA

Presidential Academic Achievement Award; Senior Class President



## JEFFREY FOSS

### OBJECTIVE

A passionate advocate for the use of cannabis and other holistic approaches to health care. Dedicated and self-motivated with 15+ years of experience. Eager to provide the State of Rhode Island with soil grown, pesticide free craft cannabis. Built by truth with integrity as the backbone.

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### WORK HISTORY

#### SELF-EMPLOYED

Consulting work in the cannabis industry.

#### EMS

Emergency medical technician

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### EDUCATION

#### EMTP/EMTC PROGRAM-2005

#### ST.ANDREWS-2001

High School Diploma

---



## **EXPERIENCE** | **PROJECT MANAGER**

2010-Present

Manages fireproofing crew labor and responsible for all ordering along with contract management. Also manages equipment concerns. Interact with union representatives and compliance.

## **SERVICE MANAGER**

2007-2010

Responsible for the service and fabrication shop. Worked closely with customers and technicians. Managed vendor relationships.

## **SALES MANAGER**

2004-2007

Build and strengthen customer relations throughout New England in the electric motor and drive industry. Responsible for managing major accounts and meeting annual sales quotas.

## **EDUCATION** | **RHODE ISLAND SCHOOL OF ELECTRONICS** PROVIDENCE, RI ELECTRONICS ENGINEERING 1985

**CUMBERLAND HIGH SCHOOL** CUMBERLAND, RI  
HIGH SCHOOL DIPLOMA

Livity Compassion Center

BYLAWS

ARTICLE I

PURPOSE

Section 1. Purposes. Livity Compassion Center (the "Corporation") is a non-profit corporation for the purposes set forth in the Corporation's Articles of Incorporation.

Section 2. Powers. The Corporation shall have the power, either directly or indirectly, either alone or in conjunction and/or cooperation with others, to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable or proper for the furtherance, accomplishment, fostering or attainment of any or all of the purposes for which the Corporation is organized, and to aid or assist other organizations whose activities are such as to further accomplish, foster, or attain any of the Corporation's purposes.

ARTICLE II

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the State of Rhode Island. The Corporation may have such other offices or places of business, either within or outside the State of Rhode Island, as the business of the Corporation may require and as the Board of Directors may from time to time establish.

Section 2. Registered Office. The registered office of the Corporation need not be identical to its principal office. The registered office may be changed from time to time by the Board of Directors in compliance with the provisions of applicable law.

ARTICLE III

MEMBERS

The Corporation shall have no members.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Corporation shall be overseen by its Board of Directors as authorized under the Rhode Island Nonprofit Corporation Act.



Section 2. Number; Tenure.

(i) Number: The number of directors of the Corporation, from time to time, may be changed by resolution of the Directors but their number shall be at least three (3).

(ii) Tenure: The directors shall be elected at the annual meeting of the Board of Directors. The term of office of a director shall be one (1) year. Each director of the Corporation shall hold office until his successor is elected and qualified or until such director's death, resignation or removal in the manner provided hereinafter.

Section 3. Vacancies. Any vacancy occurring on the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors at a regular meeting, or a meeting called for that purpose. A director elected to fill a vacancy shall be elected for the unexpired term of that director's predecessor in office. Any vacancy to be filled by reason of an increase in the number of directors shall be filled by the Board of Directors for a term of office continuing only until the next annual meeting.

Section 4. Removal. Any elected director may be removed by a majority vote of directors present at any meeting at which there is a quorum, whenever such removal shall be in the best interests of the Corporation.

Section 5. Resignations. Any director may resign at any time by giving written notice to the Board of Directors or the President. The resignation shall take effect at the time specified in the notice, and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Any director who also is an employee of the Corporation shall be deemed to have resigned as a director as of the date of termination of employment for whatever reason.

Section 6. Annual Meeting. An annual meeting of the Board of Directors shall be held at such date, time and place as the Board of Directors shall authorize in accordance with these Bylaws.

Section 7. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may designate. The President shall give written notice, by mail, email or facsimile, of each such meeting to each director at least ten (10) days in advance.

Section 8. Special Meetings and Notice. Special meetings of the Board of Directors may be called by or at the request of the President or at least one-third (1/3) of the directors. The President shall fix the manner and the place for holding any special meeting of the Board of Directors.

Notice of any special meeting shall be given at least five (5) days prior thereto by written notice by mail, email or facsimile to each director at the address provided by the director.

Section 9. Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 10. Manner of Acting. Each director, including any appointed on an ex officio basis, shall have one vote. The act or decision done or made by the majority of the directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by law or by the Articles of Incorporation. Meetings of directors may be held by means of a telephone conference and connection to such conference call shall constitute presence at such meeting.

Section 11. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed before or after such action by all of the directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 12. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent shall be entered in the minutes of the meeting or unless the director shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

## ARTICLE V

### OFFICERS

Section 1. Number; Qualifications. The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers as may be deemed necessary and appointed by the directors. Each officer must be a director of the Corporation. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected for one (1) year terms at the annual meeting of the Board of Directors. If the election of officers shall not be held at the annual meeting, such election shall be held as soon thereafter as is practicable. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until such officer's death or resignation or removal in the manner hereinafter provided.

Section 3. President. The President shall be the principal executive officer of the Corporation and, subject to the direction and under the supervision of the Board of Directors, shall have general charge of the business, affairs and property of the Corporation, and control over its officers, agents and employees. The President shall



be a member, ex officio, of all committees of the Corporation. The President shall execute, on behalf of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, and shall have the authority to delegate such power of execution in accordance with the policies and procedures of the Corporation or as expressly delegated by the Board of Directors. The President shall do and perform all duties incident to the office of President and such other duties as may be assigned to the President by these bylaws or by the Board of Directors.

Section 4. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records; and (d) and such other duties as the Board of Directors or the President shall assign.

Section 5. Treasurer. The Treasurer: (a) shall have charge and custody of and be responsible for all funds and securities of the Corporation; (b) shall have oversight of the receipt of moneys due and payable to the Corporation from any source whatsoever, and the deposit of all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these bylaws; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors.

Section 6. Removal. Any officer may be removed by a vote of a majority of the directors present at a meeting at which there is a quorum whenever in their judgment the best interests of the Corporation will be served thereby. Election of an officer shall not of itself create any contractual rights.

Section 7. Resignations. Any officer may resign at any time by giving written notice to the President or Secretary. The resignation shall take effect at the time specified in the notice, and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 8. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled upon a vote by the Board of Directors, such vacancy shall be filled for the unexpired portion of the vacated term.

## ARTICLE VI

### COMMITTEES

The Board of Directors, by resolution or consent, may designate and appoint an Executive Committee which shall consist of all of the officers of the Corporation and any other directors appointed to the Committee by the Board of Directors. As the need arises, the Board of Directors, by resolution or consent, shall also designate and appoint ad hoc advisory committees to advise the Board of Directors on any activity that the Board of Directors identifies. Each advisory committee shall consist of at least two (2) members of the Board of Directors and such other individuals as the Board of Directors



shall appoint. A majority of members of any committee shall constitute a quorum for the transaction of business. The Board of Directors shall have the power at any time to change the membership of any committee, to fill vacancies it, or to discharge it. The designation of any committee in the delegation thereto of authority shall not operate to relieve any director of any responsibility imposed by law.

## ARTICLE VII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority shall be confined to specific instances. No loan shall be made by the Corporation to any director.

Section 3. Checks, Drafts or other Similar Orders. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

## ARTICLE VIII

### INDEMNIFICATION

Section 1. Authority. The Corporation shall, to the extent legally permissible, have the power to indemnify persons against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement arising from any threatened, pending or completed action, lawsuit or proceeding, as provided by the Rhode Island Nonprofit Corporation Act. The Board of Directors may authorize the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or member of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity or arising out of his or her status as such, but such insurance shall only cover such individual to the extent the individual purports to act on behalf of the Corporation.

## ARTICLE IX CONFLICT OF INTEREST

Section 1. Purpose. The purpose of this provision is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit corporations.

### Section 2. Definitions.

Interested Person. Any director, principal officer, or member of a committee with Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through employment, business, investment or family:

- (a) a financial interest in any entity with which the Corporation has a transaction or arrangement; or
- (b) compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or
- (c) an ownership or investment interest in the Corporation; or
- (d) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

### Section 3. Procedures.

(i) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence and nature of his or her financial interest to the Directors and members of committees with Board delegated powers considering the proposed transaction or arrangement.

(ii) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest, the interested person shall leave the Board or committee meeting while the financial interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists. If no conflict of interest exists, the interested person may return to participate in discussion and voting on the matter. If a conflict of interest does exist, the interested person is not precluded from making a presentation to the board or



committee regarding the transaction or arrangement. However, before the board or committee discusses and votes on the transaction or arrangement, the interested person must leave the meeting.

(iii) Procedures for Addressing the Conflict of Interest. The President shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(iv) Violations of this Provision. If the Board or committee has reasonable cause to believe that an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose.

If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the Board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(v) Records of Proceedings. The minutes of the Board and all committee with Board-delegated powers shall contain:

the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.

the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.



(vi) Annual Statements. Each Director, principal officer and member of a committee with Board delegated powers shall annually sign a statement which affirms that such person:

- (a) has received a copy of this Article IX;
- (b) has read and understands its provisions; and
- (c) has agreed to comply with it.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December.

Section 2. Parliamentary Authority. The parliamentary authority shall be Robert's Rules of Order to the extent they are applicable and to the extent they are not inconsistent with these bylaws.

Section 3. Waiver of Notice. Whenever any notice is required to be given to any person under the provisions of these bylaws or under the provisions of the Articles of Incorporation or under the provisions of applicable law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in any written waiver of notice of such meeting.

Section 4. Interpretation. Whenever the context of these bylaws so dictates, (i) the singular shall include the plural and the plural shall include the singular and (ii) the masculine, feminine and neuter shall be deemed to have been used interchangeably.

Section 5. Severability. If any provision of these bylaws is held to be invalid or unenforceable, all other provisions shall nevertheless be valid and remain in full force and effect.

Section 6. Books and Records. The Corporation shall keep correct and complete books and records at its principal office.

## ARTICLE XI

### AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the Board of Directors at any annual, regular or special meeting provided that the notice of such meeting states the proposed change or changes in the bylaws.



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

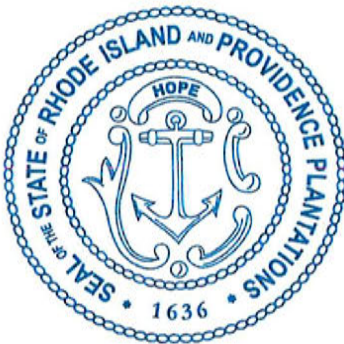
## CERTIFICATE OF GOOD STANDING

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

### Livity Compassion Center

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 09, 2020

Secretary of State

Certificate Number: 20120041210

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

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 Livity Compassion Center

**ARTICLE II**

The period of its duration is X Perpetual —

**ARTICLE III**

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

TO OPERATE A RHODE ISLAND-LICENSED COMPASSION CENTER IN COMPLIANCE WITH §21-28.6 OF THE RHODE ISLAND GENERAL LAWS AND ENGAGE IN ANY LAWFUL ACTIVITY FOR WHICH A NON-PROFIT CORPORATION MAY BE ORGANIZED UNDER CHAPTER 7-6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED, OR THE CORRESPONDING PROVISIONS OF ANY FUTURE STATUTE ENACTED IN SUBSTITUTION THEREOF.

**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:

(A) THE CORPORATION SHALL BE NONPROFIT, SHALL NOT HAVE OR ISSUE SHARES OF CAPITAL STOCK, AND SHALL NOT DECLARE OR PAY DIVIDENDS. NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF OR BE DISTRIBUTABLE TO ITS DIRECTORS, OFFICERS, OR OTHER PRIVATE PERSONS, EXCEPT THAT THE 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 IN ARTICLE 3.

(B) NO DIRECTOR OF THE CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION OR ITS MEMBERS FOR MONETARY DAMAGES FOR BREACH OF THE DIRECTOR'S DUTY AS A DIRECTOR; PROVIDED THAT THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS MEMBERS; (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL



MISCONDUCT OR A KNOWING VIOLATION OF LAW; OR (III) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT.

#### ARTICLE V

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

No. and Street: CAMERON & MITTLEMAN LLP  
301 PROMENADE STREET

City or Town: PROVIDENCE

State: RI

Zip: 02908

The name of its initial registered agent at such address is CYNTHIA J. WARREN, ESQ.

#### 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	JEFF FOSS	185 YORK AVENUE PAWTUCKET, RI 02860 USA
DIRECTOR	DANIELLE FOSS	185 YORK AVENUE PAWTUCKET, RI 02860 USA
DIRECTOR	JOEL TROJAN	

#### 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	CYNTHIA J. WARREN, ESQ.	CAMERON & MITTLEMAN LLP, 301 PROMENADE STREET PROVIDENCE, RI 02908 USA

#### 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 11:48:20 AM 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.

CYNTHIA J. WARREN, ESQ.

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State of Rhode Island

**Department of State | Office of the Secretary of State**

**Nellie M. Gorbea**, *Secretary of State*

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

office on this day:

November 12, 2020 11:43 AM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea".

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 Livity Compassion Center

If the entity's name is changing, state the new name: Livity Compassion Center

**ARTICLE II**

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

If the corporate purpose is changing, so state:

TO OPERATE A RHODE ISLAND-LICENSED COMPASSION CENTER IN COMPLIANCE WITH

§21-28.6 OF THE RHODE ISLAND GENERAL LAWS AND ENGAGE IN ANY LAWFUL ACTIVITY FOR WHICH A NON-PROFIT CORPORATION MAY BE ORGANIZED UNDER CHAPTER

7-6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED, OR THE CORRESPONDING PROVISIONS OF ANY FUTURE STATUTE ENACTED IN SUBSTITUTION THEREOF.

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	CYNTHIA J. WARREN, ESQ.	CAMERON & MITTLEMAN LLP, 301 PROMENADE STREET PROVIDENCE, RI 02908 USA
DIRECTOR	JEFF FOSS	185 YORK AVENUE PAWTUCKET, RI 02860 USA
DIRECTOR	DANIELLE FOSS	185 YORK AVENUE PAWTUCKET, RI 02860 USA
DIRECTOR	KAILEE TROJAN	

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.

☐ The amendment was adopted by a consent in writing on , signed by all members entitled to vote with respect thereto.

☒ The amendment was adopted at a meeting of the Board of Directors held on 11/12/2020 , 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 11/13/2020  
(not prior to, nor more than 30 days after, the filing of these Articles of Amendment)

**Signed this 13 Day of November, 2020 at 4:02:44 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.*

Livity Compassion Center  
Corporate Name

By DANIELLE FOSS

☒ President or ☐ Vice President (check one)

**AND**

By JEFF FOSS

☒ Secretary or ☐ Assistant Secretary (check one)

Form No. 201  
Revised 09/07

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State of Rhode Island

Department of State | Office of the Secretary of State

Nellie M. Gorbea, *Secretary of State*

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

office on this day:

November 13, 2020 04:00 PM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea".

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 Livity Compassion Center

If the entity's name is changing, state the new name: Livity Compassion Center

**ARTICLE II**

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

If the corporate purpose is changing, so state:

TO OPERATE A RHODE ISLAND-LICENSED COMPASSION CENTER IN COMPLIANCE WITH  
§21-28.6 OF THE RHODE ISLAND GENERAL LAWS AND ENGAGE IN ANY LAWFUL  
ACTIVITY FOR WHICH A NON-PROFIT CORPORATION MAY BE ORGANIZED UNDER  
CHAPTER  
7-6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED, OR THE CORRESPONDING  
PROVISIONS OF ANY FUTURE STATUTE ENACTED IN SUBSTITUTION THEREOF.

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	CYNTHIA J. WARREN, ESQ.	CAMERON & MITTLEMAN LLP, 301 PROMENADE STREET PROVIDENCE, RI 02908 USA
DIRECTOR	JEFF FOSS	185 YORK AVENUE PAWTUCKET, RI 02860 USA
DIRECTOR	DANIELLE FOSS	185 YORK AVENUE PAWTUCKET, RI 02860 USA
DIRECTOR	JEFFREY THORPE	185 YORK AVENUE PAWTUCKET, RI 02860 USA

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.

☐ The amendment was adopted by a consent in writing on , signed by all members entitled to vote with respect thereto.

☒ The amendment was adopted at a meeting of the Board of Directors held on 12/8/2020 , 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 12/9/2020  
(not prior to, nor more than 30 days after, the filing of these Articles of Amendment)

**Signed this 9 Day of December, 2020 at 10:11:10 AM. 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.**

Livity Compassion Center  
Corporate Name

By DANIELLE FOSS

☒ President or ☐ Vice President (check one)

**AND**

By JEFF FOSS

☒ Secretary or ☐ Assistant Secretary (check one)

Form No. 201  
Revised 09/07

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State of Rhode Island

**Department of State | Office of the Secretary of State**

**Nellie M. Gorbea, Secretary of State**

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

December 09, 2020 10:08 AM

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

Nellie M. Gorbea  
*Secretary of State*





### **Annex B – Management Companies**

There are no management companies that the Applicant has used or is planning to use to supply services, supplies, equipment and/or other goods to the compassion center Applicant.

### **Annex C – Vendors**

There are no 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, or 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.

## **Annex D – Contracts**

Asset Purchase Agreement between LIVITY, LLC and the Applicant.

Proposed form of Loan Agreement between Joel Trojan and the Applicant to be entered into if the application is approved (the “Loan Agreement”)



## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of December 10, 2020, by and between Livity, LLC, a Rhode Island limited liability company with a notice address of 1988 Louisquisset Pike, Lincoln, Rhode Island 02865 ("Seller") and Livity Compassion Center, a Rhode Island non-profit corporation with a principal and notice address of 185 York Avenue, Pawtucket, Rhode Island 02860 ("Buyer").

WHEREAS, Seller operates a Rhode Island Licensed Medical Marijuana Cultivation Center ("Cultivation Center") pursuant to a license ("Cultivator License") issued by the Rhode Island Department of Business Regulation ("DBR");

WHEREAS, Buyer plans to apply for a Medical Marijuana Compassion Center license ("Compassion Center License"), also to be issued by DBR, and open a Medical Marijuana Compassion Center ("Compassion Center");

WHEREAS, Seller wishes to operate both a Cultivation Center and a Compassion Center, recognizing that DBR would require Seller to merge the Cultivator License into the Compassion Center License upon its issuance;

WHEREAS, Joel Trojan ("Investor") is willing to loan Buyer \$2.75 million (the "Loan Amount") and Buyer is willing to enter into a loan agreement ("Loan Agreement") with Investor to repay the Loan Amount ("Loan Amount");

WHEREAS, Buyer desires to acquire from Seller, and Seller desires to sell to Buyer, substantially all of the assets which are used by Seller in the conduct of its Cultivation Center business (the "Business"), upon the terms and subject to the conditions hereinafter set forth.

THEREFORE, in consideration of the mutual covenants herein contained and other consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

### ARTICLE I - TRANSFER OF ASSETS; CLOSING

Section 1.1 Transfer of Assets. Subject to the terms and conditions of this Agreement, Seller hereby agrees to transfer to Buyer, and Buyer hereby agrees to acquire from Seller, all of the non-excluded Assets of Seller used in the conduct of the Business, including, without limitation, the following (collectively, the "Assets"):

- a. all tangible personal property, equipment, supplies, non-inventoried stores and supplies including, but not limited to, leases and subleases of personal property or equipment, the computer operating system, computers and peripherals and all maintenance, telephones, copiers, facsimile machines and other operating supplies (whether inventoried or not) and other miscellaneous tangible personal property of Seller;

- b. all right, title and interest in and to the name Livity, LLC and any other intellectual properties associated with the Business (the "Intellectual Property");
- c. all permits and certifications relating to the Business ("Permits");
- d. all contracts and leases relating to the Business including, without limitation, those listed on Schedule 1.1(d) hereto ("Contracts"); and
- e. all records relating to the Business or any of the assets referred to in the above clauses including, without limitation, operating records and purchase and sale records.

Section 1.2. Excluded Assets. The Assets shall not include Seller's corporate charter, minute books, tax returns, and other documents relating to the organization, maintenance and existence of Seller as a limited liability company, all cash, cash equivalents and accounts receivable and the Cultivation Center License.

Section 1.3. Purchase Price. The purchase price (the "Purchase Price") to be paid at the Closing shall be One Dollar.

Section 1.4. Other Financial Matters. Buyer and Investor shall enter into the Loan Agreement for a term of thirty (30) years for the Loan Amount, effective as of the Effective Date, in substantially the form attached hereto at Exhibit 1.4, secured by a security agreement between Buyer and Investor and a promissory note by Buyer in favor of Investor for the Loan Amount, with interest payable at Three Per Cent (3%), with interest only payable during the first five (5) years of the term of such promissory note.

Section 1.5. Disclaimed Liabilities. Except as expressly set forth in this Agreement, Buyer shall neither assume nor have any responsibility for any other obligations or any liabilities or indebtedness of Seller of any kind, whether fixed, contingent, ascertainable or unascertainable.

Section 1.6. Closing; Effective Date. The transfer of assets under this Agreement (the "Closing") will take place at 12:00 a.m. following the date that DBR issues the Compassion Center License to Buyer or such other date as required by DBR ("Effective Date").

Section 1.7. Action Taken. Subject to the terms and conditions of this Agreement, it is agreed that at the Closing:

- (a) Deliveries by Seller. Seller will deliver to Buyer:
  - (i) good and sufficient bills of sale, assignments and other instruments of transfer to convey to Buyer good and merchantable title to the Assets, free and clear of all encumbrances;



Assets; (ii) instruments evidencing the release of all encumbrances on the

Assets; (iii) any third party consents necessary for the transfer by Seller of the

(iv) certificate of good standing of Seller issued by the Secretary of the State of Rhode Island, dated within thirty (30) days prior to the Effective Date;

(v) a copy of the resolutions of Seller's Members, authorizing the execution and delivery of this Agreement and the other documents and instruments to be executed and delivered pursuant to this Agreement, a copy of Seller's Operating Agreement and a list of Seller's authorized signers, all certified by the Members of Seller and dated as of the Effective Date;

(vii) Executed leases or executed assignments of leases to enable Buyer to operate the Compassion Center on and after the Effective Date; and

(viii) such other documents and instruments as Buyer shall reasonably deem necessary to consummate the transactions contemplated by this Agreement.

(b) Deliveries by Buyer. Buyer will, on the Effective Date, deliver to Seller:

(i) the Purchase Price;

(ii) a certificate of good standing of Buyer issued by the Secretary of the State of Rhode Island, dated within thirty (30) days prior to the Effective Date;

(iii) a copy of the resolutions of Buyer's Board of Directors authorizing the execution and delivery of this Agreement, and the other documents and instruments to be executed and delivered pursuant to this Agreement, a copy of Buyer's Bylaws and a list of Buyer's authorized signers, all certified by the Secretary of Buyer and dated as of the Effective Date.

## ARTICLE II - REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

Section 2.1. Legal Existence. Seller is a limited liability company duly organized and legally existing under the laws of the State of Rhode Island with full power and authority to own its properties and conduct its business as now being conducted. Seller is not required to qualify to do business in any other state.

Section 2.2. Authorization. Seller has all requisite corporate power and authority and has taken all corporate action necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.



Section 2.3. No Default. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in any violations of or defaults under any provisions of Seller's Articles of Organization or result in any violation of or default with respect to any mortgage, indenture, lease or agreement to which Seller is a party, or any instrument, permit, concession, grant, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Business or the Assets. Such execution, delivery and consummation will not result in the creation of any lien, charge, encumbrance or security interest upon any of the Assets.

Section 2.4. Assets. Upon the consummation of the transactions contemplated by this Agreement, Buyer will acquire from Seller good and marketable title to all of the Assets, subject to no liens or encumbrances.

Section 2.5. Contracts and Leases. Seller has delivered to Buyer true and complete copies of each all Contracts, including all related amendments, waivers and modifications. All such contracts are valid, binding and enforceable in accordance with their terms and are in full force and effect. Seller has fulfilled all material obligations required pursuant to each contract to have been performed by Seller to the date hereof. There has not occurred any default under any of the contracts on the part of Seller or any other party to the contracts, nor has Seller received notice of default under any of the contracts from any other party to the contracts or sent notice of default under any of the contracts to any other party to the contracts.

Section 2.6. Permits. Seller has all permits necessary for the conduct of, or relating to the operation of, the Business as now being conducted. All such Permits of Seller are valid and in full force and effect. No notice to, declaration, filing or registration with, or approval from, any domestic or foreign governmental or regulatory body or authority, or any other person, is required to be made or obtained by Seller in connection with the transfer of any Permit.

Section 2.7. Litigation. There is no action, order, writ, injunction, judgment or decree outstanding or any claim, lawsuit, litigation, proceeding, labor dispute, arbitration action, governmental audit or investigation (collectively, "Actions") pending, threatened or anticipated (a) against, related to or affecting (i) the Business or the Assets, (b) seeking to delay, limit or enjoin the transactions contemplated by this Agreement or (c) that involves the risk of criminal liability. Seller is not in default with respect to, or subject to, any judgment, order, writ, injunction or decree of any court or governmental agency, and there are no unsatisfied judgments against Seller, the Business or the Assets.

Section 2.8. Compliance with Law. Seller, in the conduct of the Business, has not violated, in any material respect, and is in material compliance with all applicable laws, statutes, ordinances, regulations, rules and orders of any foreign, federal, state or local government and any other governmental department or agency, and any judgment, decision, decree or order of any court or governmental agency, department or authority, including environmental and safety regulations, relating to the Assets or the Business and all Federal, state and local laws, rules and ordinances applicable to the Business



(collectively, "Laws"). Seller has not received any notice to the effect that, or otherwise been advised that, any aspect of the Business is not in compliance with any Laws, and Seller has no reason to anticipate that any existing circumstances are likely to result in violations of any of the foregoing.

Section 2.9. Insurance Policies. Seller has delivered to Buyer copies of all insurance policies affording coverage of the Business and/or Seller. Seller is not in default under any such insurance policies. Seller has not received any notice of cancellation or intent to cancel or increase or intent to increase premiums with respect to such insurance policies.

Section 2.10. Consents. No consent or approval of, notice to, or filing with any governmental authority or other third party is required to permit Seller to execute and deliver this Agreement and perform Seller's obligations as set forth herein.

Section 2.11. Employees. There are no employment or severance or termination agreements, whether written or oral, accruing to the benefit of any employee or independent contractor of Seller.

Section 2.12. No Material Misrepresentation. Neither this Agreement nor any exhibit or schedule hereto nor any statement, list, document or certificate delivered to Buyer pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein in the context in which they were made not misleading.

B. Buyer hereby represents and warrants to Seller as follows:

Section 2.13. Legal Existence. Buyer is a non-profit corporation duly organized and legally existing under the laws of the State of Rhode Island with full power and authority to own its properties and conduct its business as now being conducted. Buyer is not required to qualify to do business in any other state.

Section 2.14. Authorization. Buyer has all requisite corporate power and authority and has taken all corporate action necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and is the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

Section 2.15. No Default. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in any violations of or defaults under any provisions of Buyer's Articles of Incorporation or Bylaws or result in any violation of or default with respect to any mortgage, indenture, lease or agreement to which Buyer is a party, or any instrument, permit, concession, grant, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. Such execution, delivery and consummation will not result in the creation of any lien, charge, encumbrance or security interest upon any of the Assets.



### ARTICLE III - FURTHER ASSURANCES OF SELLER

Seller covenants and agrees with Buyer that Seller will, from time to time, at the request of Buyer, execute and deliver such further instruments of transfer and assignment and take such other action as may be reasonably necessary or desirable in order more effectively to transfer and assign all of the Assets to be transferred hereunder and to give effect to the transactions contemplated hereby.

### ARTICLE IV - INDEMNITY

Section 4.1. Indemnification by Seller. Seller hereby agrees to indemnify Buyer and its directors, officers, employees and agents (individually the "Buyer Indemnified Party" and collectively, the "Buyer Indemnified Parties") against and save them harmless from:

(a) Any and all liabilities of or claims against Buyer Indemnified Parties as a result of the operation of the Business prior to the Effective Date;

(b) Any and all liabilities of or claims against Buyer Indemnified Parties as a result of the inaccuracy of any representation or warranty made by Seller herein, or resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement to be performed at or prior to the Effective Date on the part of Seller; and/or

(c) Any and all actions, lawsuits, proceedings, demands, assessments, judgments, costs and expenses including, without limitation, reasonable attorneys' fees, incident to any of the foregoing.

Section 4.2. Indemnification by Buyer. Buyer hereby agrees to indemnify Seller and Seller's officers, Members, employees and agents (individually the "Seller Indemnified Party" and collectively, the "Seller Indemnified Parties") against and save them harmless from:

(a) Any and all liabilities of or claims against the Seller Indemnified Parties as a result of the operation of the Business on and after the Effective Date;

(b) Any and all liabilities of or claims against the Seller Indemnified Parties as a result of the inaccuracy of any representation or warranty made by Buyer herein, or resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement to be performed at or prior to the Effective Date on the part of Buyer; and/or

(c) Any and all actions, lawsuits, proceedings, demands, assessments, judgments, costs and expenses, including, without limitation, reasonable attorneys' fees, incident to any of the foregoing.

Section 4.3. Survival of Representations and Warranties. The representations and warranties of the parties contained in this Agreement will survive the consummation of the transactions contemplated by this Agreement for the period of three (3) years, without regard to any investigation made by any of the parties hereto.



## ARTICLE V - CONFIDENTIALITY.

Each party shall (i) hold in confidence and not disclose any "Confidential Information" (defined below), including the terms of this Agreement to any third party, (ii) refrain from using any of the Confidential Information except in connection with this Agreement, or as an employee or consultant of Buyer after the Closing, and (iii) deliver promptly to the other party or destroy, at the written request and option of the other party, all tangible embodiments (and all copies) of the Confidential Information which are in such party's possession, except as otherwise permitted herein. Neither party shall have any obligation to treat as Confidential Information any information which is generally known or available to the public, or thereafter becomes known or available to the public thorough no intentional wrongdoing or reckless conduct on the part of the respective party or was disclosed to such party from a third party not bound by any obligation of confidentiality. In the event that a party is requested or required (by oral question or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar legal proceeding) to disclose any Confidential Information of the other party, it will notify the other party promptly of the request or requirement. As used herein, the term "Confidential Information" shall mean this Agreement and proprietary information relating to either party hereto, the Business or the Assets.

## ARTICLE VI - COVENANTS

Each party hereby covenants and agrees to cooperate in good faith and to use its commercially reasonable efforts in order to satisfy the following post-Closing covenants:

Section 6.1. Leases and Insurance. Buyer shall either assume Seller's property/casualty insurance policies covering the leased property or obtain its own property/casualty policy coverage.

Section 6.2. Surrender of Cultivation or License. Seller shall surrender the Cultivator License upon the issuance of the Compassion Center License to Buyer.

Section 6.3. Dissolution of Seller. After the Effective Date, when practicable, Seller shall dissolve the limited liability company known as Livity, LLC.

Section 6.4. Legal Expenses. Buyer shall pay all legal expenses associated with the transfer of Assets and filing the Compassion Center License Application with DBR, and all costs associated therewith. Seller will pay all other legal expenses associated with its dissolution as described hereinabove in Section 6.3.

Section 6.5. Employment Offers. Buyer will extend offers of employment to all of the employees of Seller identified on Schedule 2.11 ("Transferring Employees"), such offers to be at their respective wage rate and employment status. Seller shall terminate employment status with Seller of all Transferring Employees as of the Effective Date and pay any vacation or other leave as shall then be accrued but unused.

## ARTICLE VII - MISCELLANEOUS

Section 7.1. Notices. Any notice to a party hereto pursuant to this Agreement shall be given by hand delivery, overnight delivery service, or certified or registered mail addressed to the respective address set forth in the introductory paragraph to this Agreement or to such other address as a party may designate in writing to the other party.

Section 7.2. Governing Law; Forum. This Agreement will be governed by the internal laws of the State of Rhode Island without regard to principles of conflict of laws. The parties agree that the courts of the State of Rhode Island, and the Federal Courts located therein, shall have exclusive jurisdiction over all matters arising from this Agreement. The parties agree that service of process by certified mail, return receipt requested, shall be deemed adequate service of process.

Section 7.3. Amendments and Waivers. The provisions of this Agreement may be amended only by the written agreement of both parties. Any waiver, permit, consent or approval of any kind or character by any party of either provision or condition of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing.

Section 7.4. Successors and Assigns. This Agreement will bind and inure to the benefit of the respective successors and assigns of the parties.

Section 7.5. Entire Agreement. This Agreement, together with the schedules and exhibits expressly referred to in this Agreement, which are incorporated by this reference, constitutes the final agreement of the parties concerning the matters referred to in this Agreement, and supersedes all prior agreements and understandings.

Section 7.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement binding on all parties.

Section 7.7. Schedules. The Schedules appended hereto shall be updated, as necessary, up to the Effective Date.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LIVITY, LLC

By: 

Joel Trojan  
Member

LIVITY COMPASSION CENTER

By: 

Danielle Foss  
President

Agreed as to Section 1.4

  
Joel Trojan

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**EXHIBIT 1.4**

**Other Financial Matters**

The Loan Agreement is attached hereto.

## LOAN AGREEMENT

**AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2021, by and between **Joel Trojan** with an address at 1988 Louisquisset Pike, Lincoln, RI 02865 (the "Lender") and **Livvy Compassion Center**, a Rhode Island nonprofit corporation, located at 185 York Avenue, Pawtucket, Rhode Island 02860 (the "Borrower").

### I. DEFINITIONS

**1.01. Certain Defined Terms.** In addition to the definitions contained in the foregoing recital clause, the following terms shall have the meanings provided below:

"Access Laws" shall mean the Americans with Disabilities Act of 1990, all state and local laws and ordinances related to handicapped access and all rules, regulations and orders issued pursuant thereto, including without limitation, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities.

"Agreement" means this Agreement, as amended from time to time.

"Assignee" shall have the meaning set forth in Section 2.08(a) hereof.

"Business" shall mean the operation of a Rhode Island-licensed Medical Marijuana Compassion Center.

"Business Day" shall mean any day other than a Saturday, Sunday or day which shall be in the State of Rhode Island a legal holiday.

"Capital Expenditures" shall mean, for any period, the amount expended by the Borrower with respect to the Business for items capitalized under GAAP.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" shall, as the context may require, have the meaning ascribed to such term in the Security Agreement.

"Default" means any of the events specified in Article VI hereof which with the passage of time or giving of notice or both would constitute an Event of Default.

"Event of Default" means an Event of Default described in Article VII hereof.

"GAAP" means generally accepted accounting principles in the United States.

"Governmental Authorities" means the United States, the State of Rhode Island and any political subdivision, agency, department, commission, board, bureau or



instrumentality of either of them, including any local authorities, which exercise jurisdiction over the Business.

"Gross Income from Operations" shall mean all income received by the Borrower in the ordinary course of the operation of the Business.

"Hazardous Waste Laws" shall mean any federal, state or local law governing the existence, release, generation, storage or disposal of any Hazardous Waste now or hereafter existing.

"Hazardous Waste" shall mean any "oil," "hazardous material," "hazardous wastes" or "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, or any similar statute, and the regulations adopted pursuant thereto.

"Indebtedness" means, for the Borrower (i) all indebtedness or other obligations of the Borrower for borrowed money or for the deferred purchase price of property or services, (ii) all indebtedness or other obligations of any other Person for borrowed money or for the deferred purchase price of property or services the payment or collection of which the Borrower has guaranteed or in respect of which the Borrower is liable, contingently or otherwise, including, without limitation, liable by way of agreement to purchase, to provide funds for payment, to supply funds to or otherwise to invest in such other Person; or otherwise to assure a creditor against loss, and (iii) capitalized lease obligations of the Borrower.

"Interest Rate" mean the interest rate set forth in Section 2.07 of this Agreement.

"Livity, LLC" means the entity that owned and operated a medical marijuana cultivation center, the assets of which were purchased by the Borrower.

"Note" shall mean the Borrower's secured promissory note in the form attached hereto as Exhibit A, which Note is hereby incorporated herein by reference and made a part hereof.


"Obligations" means all obligations and all liabilities of the Borrower under this Agreement, the Note and the Security Agreement.

"Permitted Additional Indebtedness" shall mean:

- (a) Indebtedness, whether secured or unsecured, for which the Lender's prior written consent has been obtained, which consent may be

withheld, granted or granted conditionally subject to such protective and other conditions as the Lender may require in its sole and absolute discretion;

(b) Indebtedness incurred in the ordinary course of business of operating the Business which is payable without interest if paid by the applicable due date; and



"Permitted Encumbrances" (a) liens for taxes and impositions not yet due and payable or liens arising after the date hereof which are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted in accordance with this Agreement and any other documents relating to the Loan; (b) liens relating to Permitted Additional Indebtedness and (c) and any other lien or encumbrance that the Lender shall expressly approve in writing in its sole and absolute discretion.

"Person" means and includes an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or any department or agency thereof.

"Security Agreement" means the Security Agreement by and between the Borrower and the Lender of even date attached hereto as Exhibit B.

**1.02. Accounting Terms.** All accounting terms not specifically defined herein shall be construed in accordance with GAAP consistent with those applied in the preparation of all financial data submitted pursuant to this Agreement and prepared in accordance with GAAP.

## **II. GENERAL TERMS**

**2.01. Amount of Loan.** The Borrower has applied to the Lender for the Loan and the Lender has agreed to make the Loan to the Borrower subject to all the terms and conditions of this Agreement.

**2.02. Note.** The borrowing is to be evidenced by the Note.

**2.03. Payments.** All payments under the Loan shall be paid in annual installments on or before the last day of each year during the Term, beginning \_\_\_\_\_, by the Borrower to the Lender at his address set forth above or such other place as the Lender may from time to time specify in writing in lawful currency of the United States of America in immediately available funds, without counterclaim or setoff



and free and clear of, and without deduction or withholding for, any taxes or other payments. During the first five (5) years of the Term, payments shall be interest only.

**2.04. Prepayment.** The Borrower may prepay the Loan at any time.

**2.05. Security for the Note.** The Note shall be secured by the Security Agreement and by such additional security as shall be agreed to by the Lender and the Borrower from time to time.

**2.06. Term.** The Note is for a thirty (30) year term.

**2.08. Assignments.** (a) The Lender shall have the unrestricted right at any time or from time to time, and without the Borrower's consent, to assign all or any portion of its rights and obligations hereunder to any other person (each an "Assignee"), and the Borrower agrees that it shall execute, or cause to be executed, such documents, including, without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection herewith as the Lender shall deem necessary to effect the foregoing.

(b) The Lender may furnish any information concerning the Borrower in its possession from time to time to any prospective Assignees so long as the Lender shall require any such Assignee to agree in writing to maintain the confidentiality of such information.

### **III. CONDITIONS OF MAKING THE LOAN**

The obligation of the Lender to make the Loan hereunder is subject to the following conditions precedent:

**3.01. Certification.** The Borrower shall have executed and delivered to the Lender, upon the execution of this Agreement, the following: (a) a certificate of the President of the Borrower certifying to the votes of the Borrower, authorizing the execution and delivery of this Agreement, the Note, the Security Agreement and any other documents related to the Loan, and (b) such other supporting documents as the Lender may reasonably request.

**3.03. Good Standing.** The Lender shall have received for the Borrower a Letter of Good Standing from the Rhode Island Secretary of State.



**3.04 Compassion Center License.** The Rhode Island Department of Business Regulation shall have issued a Medical Marijuana Compassion Center license to the Borrower.

#### **IV. AFFIRMATIVE COVENANTS**

The Borrower covenants and agrees that, from the date hereof and until payment in full of the principal of, and interest on, the Note and any other Indebtedness of the Borrower to the Lender, whether now existing or arising hereafter, unless the Lender shall otherwise consent in writing, the Borrower will:

##### **4.01. Maintenance of Properties; Insurance.**

(a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its rights, licenses, and permits and comply with all laws and regulations applicable to it; at all times maintain, preserve and protect all and preserve all the remainder of its property used or useful in the conduct of its business and keep the same in good repair, working order and condition, and from time to time, make, or cause to be made, all needful and proper repairs, renewals, replacements, betterments and improvements thereto, so that the business carried on in connection therewith may be properly and advantageously conducted at all times.

(b) Comply with all applicable laws and regulations, whether now in effect or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Business.

**4.02. Payment of Obligations and Taxes.** Pay and discharge or cause to be paid and discharged all of its obligations and liabilities and all taxes, assessments and governmental charges or levies imposed upon it or upon its respective income and profits or upon any of its property, real, personal or mixed, or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials and supplies or otherwise, which, if unpaid, might become a lien or charge upon such properties or any part thereof; provided that the Borrower shall not be required to pay and discharge or cause to be paid and discharged any such tax, assessment, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings and it shall have set aside on its books adequate reserves with respect to any such tax, assessment, charge, levy or claim, so contested; and provided, further, that payment with respect to any such tax, assessment, charge, levy or claim shall be made within ten (10) days after entry of final judgment and before any of its property shall be seized or sold in satisfaction thereof.

**4.03. Legal Proceedings.** Give prompt written notice to the Lender of any proceedings instituted against the Borrower in any Federal or state court or before any commission or other regulatory body, Federal, state or local, which, if adversely

determined, would have a material adverse effect upon its business, operations, properties, assets, or condition, financial or otherwise.

**4.04. Books, Records and Reports.** At all times keep proper books of record and accounts in which full, true and correct entries will be made of its transactions in a manner satisfactory to the Lender. The Borrower hereby authorizes the Lender to make or cause to be made, at the Borrower's expense and in such reasonable manner and at such reasonable times (provided that the Lender provides 48 hours' prior written notice thereof) as the Lender may require:

(a) Inspections and audits of any books, records and papers in the custody or control of the Borrower or others, relating to the Borrower's financial or business conditions, including the making of copies thereof and extracts therefrom, and

(b) Inspections and appraisals of any of the Borrower's assets.

**4.05. Financial Statements.** Furnish to the Lender:

(a) Within one hundred twenty (120) days of the end of each fiscal year, consolidated and consolidating balance sheets and statements of profit and loss for such fiscal year, each prepared in reasonable detail and certified without qualification by independent certified public accountants selected by it and acceptable to the Lender, the form of certification to be also satisfactory to the Lender, showing its financial condition at the close of such fiscal year, the results of operations during such year and containing a statement to the effect that such accountants have examined the provisions of this Agreement and that none of the Events of Default, as specified in Article VII hereof, nor any event which upon notice or lapse of time or both would constitute an Event of Default has occurred.

(b) within one hundred twenty (120) days of the end of each fiscal year, accountant prepared tax returns for the Borrower, with all schedules.

(c) Within thirty (30) days after the end of each quarter in each such fiscal year, balance sheets and statements of profit and loss, reconciliation of net worth and source and application of funds, each prepared in reasonable detail and consistent in format with the financial statements furnished under the preceding subparagraph (a).

(d) Promptly, from time to time, such other information regarding its operations, assets, business, affairs and financial condition, as the Lender may reasonably request.

**4.06. Adverse Changes.** Promptly advise the Lender of (a) all litigation and proceedings affecting the Borrower in which the amount involved is Twenty-five



Thousand Dollars (\$25,000) or more and is not covered by insurance, (b) any material adverse change in its condition, financial or otherwise, or (c) any Default described in Article VII hereof or of the occurrence of any event which upon notice or lapse of time or both would constitute such an Event of Default.

**4.07. Accounting.** Maintain a standard system of accounting in accordance with GAAP.

**4.08. Additional Instruments.** Promptly execute and deliver or cause to be executed and delivered to the Lender all such additional and/or supplemental other instruments and documents from time to time as the Lender deems necessary or appropriate for the performance of the Borrower's obligations under this Agreement, so long as such additional instruments do not create any additional liabilities or obligations of the Borrower.

**4.09. Environmental.** (a) Not release, generate or dispose of any Hazardous Waste from any properties associated with the Business in violation of any Hazardous Waste Laws.

(b) In the event that any Hazardous Waste is found on any properties associated with the Business, immediately contain and remove the same in compliance with all Hazardous Waste Laws.

(c) In general, ensure that all of its properties and operations of the Business are in compliance with all Hazardous Waste Laws.

**4.10. Access Laws.** Cause the Business to at all times not be in violation with the requirements of the Access Laws. The Borrower further agrees to give prompt written notice of the receipt by the Borrower of any complaints related to the violation of any Access Laws and of the commencement of any proceedings or investigations which relate to compliance with applicable Access Laws.

## **V. NEGATIVE COVENANTS**

The Borrower covenants and agrees that, until payment in full of the principal of, and interest on, the Note and any other Indebtedness of the Borrower to the Lender, whether now existing or arising hereafter, unless the Lender shall otherwise consent in writing, the Borrower will not, directly or indirectly:

**5.01. Indebtedness.** Incur, create, assume, become or be liable in any manner with respect to, or permit to exist, any Indebtedness, liability or lease commitment, except upon such terms and conditions as may be mutually agreed upon in advance by the Borrower and the Lender and except:



(a) Indebtedness under this Agreement, the Security Agreement and the Note;

(b) Indebtedness with respect to trade obligations and other normal accruals in the ordinary course of business not yet due and payable in accordance with customary trade terms or with respect to which the Borrower is contesting in good faith the amount or validity thereof by appropriate proceedings and then only to the extent the Borrower has set aside on its books adequate reserves therefor;

(c) Indebtedness described in the financial statements and existing on the date hereof; provided that such Indebtedness is paid in accordance with its stated terms without renewal, extension or modification; and

(d) Permitted Additional Indebtedness.

**5.02. Liens.** Create, incur, make, assume or suffer to exist any assignment, mortgage, pledge, lien, charge, security interest or other encumbrance of any nature whatsoever on any of its property or assets, now or hereafter owned, other than in favor of the Lender or other than:

(a) liens securing the payment of taxes, either not yet due or the validity of which is being contested in good faith by appropriate proceedings, and as to which there shall have been set aside on its books adequate reserves or other provisions made in accordance with GAAP;

(b) liens securing the Note; and

(c) the Permitted Encumbrances.

**5.03. Guaranties.** Make any loans or advances to, or assume, guarantee, endorse or otherwise in any way become or be responsible for obligations of any other Person, whether by agreement to purchase the Indebtedness of any other Person, or agreement for the furnishing of funds to any other Person, firm, corporation or other enterprise, through purchase of goods, supplies or services, or by way of stock purchase, capital contribution, advance or loan, for the purpose of paying any Indebtedness or obligation of such other Person, or otherwise, except the endorsement of negotiable instruments for deposit or collection in the normal course of business.

**5.04. Sale of Assets; Management.** Sell, lease, transfer or otherwise dispose of any or all of its properties, assets, rights, licenses or the Borrower to any Person, except in the ordinary course of its business, or turn over the management of, or enter a management contract with respect to, such properties, assets, rights, and licenses.

**5.05. Investments.** Purchase, invest in or otherwise acquire or hold securities, including, without limitation, capital stock and evidences of indebtedness of, or make loans or advances to, or enter into any arrangement for the purpose of providing funds or credit to, any other Person, except investments in short-term obligations of the United States or certificates of deposit of the Lender.

**5.06. Fundamental Changes.** Dissolve, liquidate, consolidate with, merge with, sell substantially all of the Borrower's assets to any other Person, or change the configuration of the Board of Directors.

**5.07. Acceleration of Other Indebtedness.** Accelerate the maturity of any Indebtedness (other than Permitted Additional Indebtedness) now or hereafter outstanding to any bank, supplier, or other third party, or repay the same otherwise than in accordance with its regular amortization.

## **VI. DEFAULTS AND REMEDIES**

**6.01. Events of Default.** The following shall constitute Events of Default:

- a) if any representation or warranty made herein, or in any report, certificate, financial statement, Security Agreement or other instrument furnished in connection with this Agreement, 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 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 Borrower to the Lender after the date when the same shall become due and payable;
- d) default in the due observance or performance of any other covenant, condition or agreement, on the part of the Borrower to be observed or performed pursuant to the terms hereof;
- e) default, after the expiration of any applicable grace periods, in the due observance or performance of any covenant, promise or provision contained in any other agreement of the Borrower in favor of the Lender, including without limitation, any other loan agreement, mortgage deed or security document;



- f) default with respect to any evidence of Indebtedness of the Borrower (other than the Note), if the effect of such default is to accelerate the maturity of such Indebtedness or to permit the holder thereof to cause such Indebtedness to become due prior to the stated maturity thereof, or if any Indebtedness of the Borrower is not paid, when due and payable, whether at the due date thereof or a date fixed for prepayment or otherwise;
- g) the Borrower 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 corporate 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 Borrower by any court of competent jurisdiction, approving a petition seeking reorganization of the Borrower or appointing a receiver, trustee or liquidator of the Borrower or of all or a substantial part of the assets of the Borrower, provided, however, with respect to such involuntary proceedings, the Borrower shall have sixty (60) days from the date of such order, judgment or decree to discharge the same;
- i) 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; and
- j) loss or surrender of the Medical Marijuana Compassion Center license.

Upon the occurrence of an Event of Default, the Borrower shall have thirty (30) days to cure such Event of Default but, if such default would reasonably require more than thirty (30) days to cure or remedy, such longer period of time as may be reasonably required, not to exceed an additional one hundred twenty (120) days, so long as (a) the Lender shall agree to an extended grace period up to one hundred twenty (120) days; and (b) the Borrower shall commence reasonable actions to remedy or cure the default within thirty (30) days following such notice and shall diligently pursue such curative action to completion.

**6.02. Acceleration.** Upon the occurrence of any such Event of Default and at any time thereafter during the continuance of such Event of Default, the Lender (i) may declare the entire principal amount of the Note, and any and all other Indebtedness of



the Borrower to the Lender, forthwith to be due and payable, whereupon the Note and/or such other Indebtedness shall become forthwith due and payable, both as to principal and interest, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note or other evidence of such Indebtedness to the contrary notwithstanding, and (ii) shall be permitted to freely exercise its rights thereunder regardless of whether or not such exercise may result in any adverse tax consequence to the Borrower.

## **VII. MISCELLANEOUS**

**7.01. Survival.** This Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto, shall survive the making by the Lender of the Loan, the execution and delivery to the Lender of the Note and the Security Agreement, and shall continue in full force and effect so long as the Note and any other Indebtedness of the Borrower to the Lender is outstanding and unpaid.

**7.02. Successors and Assigns.** Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements in this Agreement contained, by or in behalf of the Borrower shall inure to the benefit of the respective successors and assigns of the Lender, provided that the Borrower may not transfer or assign any of its rights hereunder without the prior written consent of the Lender.

**7.03. Lender's Expenses.** The Borrower shall pay on demand all reasonable and actual expenses of the Lender in connection with the preparation, administration, default, collection, waiver or amendment of loan terms, or in connection with the Lender's exercise, preservation or enforcement of any of its rights, remedies or options hereunder, including, without limitation, reasonable and actual fees of outside legal counsel, accounting, consulting, brokerage or other similar professional fees or expenses, and any fees or expenses associated with travel or other costs relating to any appraisals or examinations conducted in connection with the Loan or the Collateral, and the amount of all such expenses shall, until paid, bear interest at the rate under the Note (including any default rate) and be an obligation secured by any Collateral.

**7.04. Governing Law.** This Agreement, the Note and the Security Agreement (unless otherwise specified therein) shall be construed in accordance with and governed by the internal laws (and not the law of conflicts) of the State of Rhode Island.

**7.05. No Waiver.** No modification or waiver of any provision of this Agreement or the Note nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. No

notice to, or demand on, the Borrower, in any case, shall entitle the Borrower to any other or future notice or demand in the same, similar or other circumstances. Neither any failure nor delay on the part of the Lender in exercising any right, power or privilege hereunder, or under the Note, or any other instrument given as security therefor, shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or future exercise, or the exercise of any other right, power or privilege.

**7.06. Captions.** The captions and other headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.

**7.07. Notices.** All communications provided for hereunder shall be in writing, sent by U.S. Mail, postage prepaid, to the respective parties at the addresses set forth below:

If to the Lender:

If to the Borrower:



Each party by notice duly given in accordance herewith may specify a different address for the purposes hereof.

**7.08. Jurisdiction.** The Borrower, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of the State of Rhode Island and the United States District Court for the District of Rhode Island as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations arising hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any of such courts.

**7.09. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**7.10. Integration.** This Agreement, the Note and the Security Agreement contain the entire agreement between the parties relating to the subject matter hereof and thereof and supersede all oral statements and prior writings with respect thereto.

**IN WITNESS WHEREOF**, the Borrower and the Lender have caused this Agreement to be duly executed all as of the day and year first above written.

Livity Compassion Center

By: \_\_\_\_\_  
Danielle Foss, President

\_\_\_\_\_  
Joel Trojan

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Exhibit A

**PROMISSORY NOTE**

\_\_\_\_\_, 2021

FOR VALUE RECEIVED, the undersigned, LIVITY COMPASSION CENTER (the "Maker"), a Rhode Island non-profit corporation, hereby promises to pay to the order of JOEL TROJAN (the "Payee") at 1988 Louisquisset Pike, Lincoln, Rhode Island 02865 or such other place as Payee may designate in writing, in lawful money of the United States of America, the principal sum of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), together with interest thereon at the rate per annum of Three Per Cent (3%).

Maker shall pay interest only during the first five (5) years of the term of the Note on or before the last day of each year commencing \_\_\_\_\_ with principal and interest paid in annual installments of \_\_\_\_\_ (\$ \_\_\_\_\_) paid on or before the last day of each year for twenty-five (25) successive years with the final payment due \_\_\_\_\_, as set forth on the amortization table on Schedule A attached hereto.

This Note may be prepaid in whole or in part at any time without penalty or premium. Any payments or prepayments received under this Note shall be credited first, to any interest due and owing hereunder and, second, to the reduction of the principal payments outstanding hereunder.

The occurrence of any one or more of the following events shall constitute an event of default hereunder ("Event of Default"):

(i) if the Maker shall fail to make any payment of principal or interest within ten (10) days of when due;

(ii) the occurrence of any Event of Default under Section 6.01 of the Loan Agreement as of even date, entered into by Maker and Payee;

If an Event of Default shall occur and be continuing, then, or at any time thereafter, the entire principal of this Note, irrespective of the Maturity Date, together with accrued interest thereon, shall, at the election of the Payee hereof, and without notice of such election, become immediately due and payable.

The rights and remedies of the Payee as provided in this Note shall be cumulative and concurrent, and may be pursued singly, successively, or together

against the Maker, and any other funds, property or security held by Payee for the payment hereof or otherwise at the sole discretion of the Maker. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release of said rights or remedies or of the right to exercise them at any later time. The acceptance by Payee of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of Payee's right to either require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.

The Maker waives diligence in collection, presentment, protest and demand, notice of protest, demand, nonpayment, dishonor and maturity.

The Maker agrees to pay to Payee all costs of collection in the event any payment due hereunder is not paid when due, including reasonable attorneys' fees.

This Note shall be construed according to and governed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, Maker has executed this Note as of the date first herein above written.

LIVITY COMPASSION CENTER

By: \_\_\_\_\_  
Danielle Foss, President

Schedule A

Amortization Table



## Exhibit B

### SECURITY AGREEMENT

SECURITY AGREEMENT made as of \_\_\_\_\_, 2021 by and between Livity Compassion Center, a Rhode Island nonprofit corporation with a principal place of business at 185 York Avenue, Pawtucket, Rhode Island 02860 ("Maker"), and Joel Trojan, with a principal place of business at 1988 Louisquisset Pike, Lincoln, Rhode Island 02865 ("Payee").

1. Security Interest. Maker hereby grants to Payee a security interest ("Security Interest") in all accounts, accounts receivable, equipment, fixtures and general intangibles (as such terms are defined in the "Uniform Commercial Code" in effect in Rhode Island from time to time in which Maker now has or hereafter acquires any right, and the proceeds therefrom whether cash or non-cash, ("Collateral"). The Security Interest shall secure the payment and performance of Maker's obligations to the Payee under a certain Loan Agreement between Maker and Payee, of even date ("Loan Agreement") and Promissory Note by Maker in favor of Payee, of even date ("Obligations").

2. Title to Collateral. Except for the security interest created hereunder, Maker is (or, as to Collateral to be acquired after the date hereof, will be) the owner of the Collateral free from any lien, security interest, claim, or encumbrance and Maker will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

3. Financing Statements and Other Actions. Maker agrees to do all acts as may be reasonably necessary to perfect or protect the Security Interest or to otherwise carry out the provisions of this Agreement, including but not limited to the execution of financing statements, amendments and similar instruments and the procurement of waivers and disclaimers of interest in the Collateral by others. Payee may file as a financing statement a carbon, photographic or other reproduction of this Agreement or of a financing statement.

4. Maker's Place of Business. Maker represents that Maker's principal place of business is located at the location first set forth above. Maker covenants to notify Payee of any change in the information contained in this Paragraph 4.

5. Location of Collateral. Maker warrants and covenants that all of the Collateral shall be located either at the Premises or in bank accounts in Maker's name.

6. Maintenance of Collateral. Maker shall preserve all beneficial contract rights and take all commercially reasonable steps to collect all accounts promptly. Maker shall have and maintain insurance at all times with respect to Maker's personal

property and fixtures at the Premises against risks of fire (including so-called extended coverage), theft, and such other risks as Payee may reasonably request.

7. Maintenance of Records. Maker covenants to keep accurate and complete books of record and account, in which proper entries shall be made of all its dealings in accordance with sound accounting practices.

8. Financial Documents. Maker covenants and agrees to deliver financial and tax records of Maker as required under the Loan Agreement.

9. Taxes and Assessments. Maker will pay when due all tax assessments and all taxes imposed upon the Payee by reason of this security interest, or the Obligations hereby secured, as well as any specific tax now or hereafter created by law upon said Obligations or such security interest while the Payee is holder hereof, except for taxes measured by the Payee's income. If such taxes or other assessments remain unpaid after the date fixed for payment of same, without penalty or interest, or if any lien be claimed which, in the opinion of the Payee, or its counsel, would create a valid obligation having priority over this security interest, Payee may pay such tax, assessments, claims and the amount paid shall be added to the Obligations, but there shall be no obligation on the part of Payee to make any such payment.

10. Powers of Payee. Until discharge of the Obligations, upon an Event of Default (as defined in Section 12 of this Agreement), Payee is authorized and shall be entitled to do, either in its own name or in the name of Maker, all reasonable things with respect to the Collateral that the Maker might reasonably have done to protect the Collateral and the proceeds thereof, were it not for the creation of the Security Interest granted herein, including, but not limited to, the following rights:

- a. To collect, sue for and receive the payment of the proceeds of the Collateral;
- b. To endorse, in the name of Maker, any instruments payable to Maker which shall be received or collected in partial or full payment of the Collateral;
- c. To settle, adjust and compromise all present and future claims arising out of any of the Collateral; and
- d. To notify account debtors on the Collateral to make payment directly to Payee.

Payee shall give Maker thirty (30) days advance written notice, during which time Maker may take curative action, before Payee exercises any of the powers referred to in this Paragraph.

11. Collateral Hereafter Acquired. The warranties, representations, covenants and agreements made by Maker with respect to Collateral now owned by Maker shall



be presumed to be made by Maker with respect to all Collateral hereafter acquired and owned by Maker as of the time Maker first acquires rights in such Collateral.

12. Event of Default. Failure by Maker to fulfill the Obligations shall constitute an "Event of Default" hereunder.

13. Rights Upon an Event of Default.

- a. Upon the occurrence of an Event of Default, Payee may (i) declare the Obligations to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and (ii) exercise the rights and remedies accorded a secured party by the Uniform Commercial Code.
- b. No course of dealing or delay in accelerating the Obligations or in taking or failing to take any other action with respect to any Event of Default shall affect Payee's right to take such action at a later time. No waiver as to any one Event of Default shall affect Payee's rights upon any other Event of Default. Payee may require Maker to assemble the Collateral after an Event of Default and make it available to Payee at a place reasonably convenient to both parties.

14. Expenses. Any reasonable payment made or reasonable expense incurred by Payee (including reasonable attorneys' fees and disbursements) in connection with the exercise of any right on an Event of Default shall be added to the indebtedness of Maker to Payee, shall be payable upon demand and shall be secured by the Security Interest and proceeds of the disposition of Collateral may be applied towards the payment of the same.

15. Notices.

- a. Any notice under this Agreement shall be in writing and shall be deemed delivered if mailed, postage prepaid to a party at the principal place of business specified in this Agreement or such other address as may be specified by notice given after the date hereof.
- b. The requirement of the Uniform Commercial Code that Payee give Maker reasonable notice of any proposed sale or disposition of the Collateral shall be deemed to be met if Payee gives Maker such notice at least thirty (30) business days before the time of such sale or disposition.

16. Successors and Assigns. This Agreement shall inure to the benefit of and shall bind the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.



17. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Livity Compassion Center

By: \_\_\_\_\_  
Danielle Foss, President

\_\_\_\_\_  
Joel Trojan

### **Annex E – Related Party Transactions**

LIVITY, LLC is a Rhode Island licensed cultivator. LIVITY, LLC is owned by Jeffrey Foss and Joel Trojan. Jeffrey Foss, who is the Secretary and a Board member of the Applicant, is the husband of Danielle Foss who is a director of the Applicant. Joel Trojan is the father of Danielle Foss and the father-in-law of Jeffrey Foss.

Pursuant to the Asset Purchase Agreement attached at Annex D, if the application is approved, assets of LIVITY, LLC will be transferred and contracts assigned to the Applicant and the cultivator license of LIVITY, LLC will be merged with the Applicant's compassion center license.

Pursuant to the Loan Agreement in substantially the form attached at Annex D, if the application is approved Joel Trojan will loan money to the Applicant pursuant to the Loan Agreement, which the Applicant will use to purchase the assets of LIVITY, LLC. The Loan Agreement will allow for Mr. Trojan to exercise certain rights if there is an event of default, but he will not be an owner, director or officer of the Applicant.

Joel Trojan is the owner of Trojan Equities, which owns the Pawtucket site. If the Pawtucket application is approved, Mr. Trojan will lease the property to the applicant pursuant to the letter of intent attached to this application.



**CC Form 4 Annex F**  
**Real Estate to be leased by Livity Compassion Center**

185 York Road Pawtucket, RI 02860



### **Annex G – Equipment**

There is no equipment that the Applicant is intending to purchase or lease involving compensation/remuneration of \$100,000 or more per calendar year. All equipment of LIVITY, LLC will be transferred to the Applicant pursuant to the Asset Purchase Agreement attached at Annex D as required to meet divestiture requirements prior to licensure if the application is approved but there are no individual pieces of equipment included in that transfer with a value in excess of \$100,000.

CC Form 4 Annex H

Current paid managers and employees at Livity LLC:

- Jeffrey Foss, Secretary (1) \$
- Danielle Foss, President (1)
- Erika S Ambrose, Cultivation Technician (Employee-  
a year
- Derek Philhower, Cultivation Director (Employee-  
year
- Christopher Lyon, Packaging Technician (Employee  
a year
- Jason Ambrose, Compliance Technician (Employee-  
year

If we are awarded a Compassion Center license, we will create and hire for the following roles (listed with their total anticipated payroll expenses) at our Woonsocket location:

- Retail Director
- Patient Service Specialist,
- Patient Service Specialist,
- Patient Intake Manager,
- Compliance Manager,



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

LIVITY, LLC is a Rhode Island licensed cultivator. LIVITY, LLC is owned by Joel Trojan and Jeffrey Foss, the Secretary and a Board member of the applicant and the husband of Danielle Foss, the President and Treasurer and a Board member of the applicant. Joel Trojan is the father of Danielle Foss and the father-in-law of Jeffrey Foss.

Pursuant to the Asset Purchase Agreement between LIVITY, LLC and the applicant attached at Annex D, if the application is approved assets of LIVITY, LLC will be transferred to the applicant and the cultivator license of LIVITY, LLC will be merged with the applicant's license.

If the compassion center application is approved, pursuant to the terms of the Asset Purchase Agreement, any prohibited material financial interest or control will be divested prior to issuance of the compassion center license and in any event no later than thirty (30) days following DBR's notification of the requirement to divest.

If the applicant is selected for compassion center licensure, the applicant will submit evidence of completion of the divestiture plan pursuant to §1.2(F)(7) of the Regulations before a license authorizing operation of a compassion center is issued.

The applicant has applied for compassion center licensure in ~~Zone~~ two zones. If the license is accepted in the Pawtucket location, the applicant will abandon the application in the Woonsocket location.

**CC Exhibit B – Compliance Plan**

Please note that throughout the application we often refer to both Livity LLC and Livity Compassion Center.

Livity LLC is the current licensed Rhode Island medical marijuana cultivator that we operate. Livity Compassion Center is the nonprofit we would merge Livity LLC's cultivation license into if we are awarded a Compassion Center license.

In such an event, we would continue to operate our facility at 185 York Road in Pawtucket, and add in medical marijuana distribution at 1675 Diamond Hill Road in Woonsocket.

Our Compliance Plan applies to operations at both facilities.

*a) Policies, procedures, and plan with regard to patient privacy*

All records maintained by the compassion center which pertain to one or more registered qualifying patients, registered primary caregivers or authorized purchasers ("Patient Records") 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 (HIPAA).

Prior to beginning work at Livity Compassion Center, all employees will be trained on compliance with state confidentiality laws and HIPAA. Training will include how to properly obtain Patient Records, input into their internal tracking system and how to ensure that patient's personal information doesn't get disseminated incorrectly or to anyone outside the Company other than to State officials and in accordance with applicable laws and regulations. All required training will be documented in personnel records, 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.

A critical piece of protecting Patient Records involves developing guiding principles for data security. The Company will store all patient records in track and trace software and all backups will be stored on in the in-house server as described in our Security & Safety Plan. There will be a multi-tiered approach that starts with assigning roles and access levels to all employees as they are hired on by the Company. Only upper-level management and managers will have access to change or update employee access and system preferences, including hiring and termination of employees, access level changes, and patient pertinent information.

All computer terminals will have access restrictions and employee login requirements to gain access to all information on each terminal. Permitted access by employees will be limited to those having a need to access it and only the minimum necessary information will be disclosed



## Exhibit B – Livity Compassion Center

when required. The Company will implement the following components to help maintain data security throughout the facility:

- Password creation guides
- Change guidelines
- Bring-your-own-device policies
- Employee exit strategies
- Vendor policies
- Administrative personnel access and data gathering
- Limited access to computers and servers with consumer data, and
- Administrative-level access.

The way our BOSCH Access Easy system allows for all these procedures to be met is described in detail in our Security & Safety Plan.

Upon first entry into the compassion center, all patients must submit the necessary information to show their qualifications that enable them to be a registered patient with the State, including information regarding their primary caregivers and in particular their registration ID number and state though where they are registered as medical marijuana patients. This is in addition to contact information, other government ID information, and other information about patients that is collected, as in our patient intake policies and procedures as described in SOP-P-003 in our Standard Operating Procedures Booklet, including in Exhibit E of this application. All information is to be kept confidential and protected. Any list(s) of the persons to whom the Department of Health (“DOH”) and/or the Department of Business Regulation (“DBR” and, with DOH, the Departments) have issued registry identification cards shall also be maintained confidentially. Any employees with access to patient’s records are to abide by the HIPAA regulations at all times. Those employees and staff members must also demonstrate control of information in Patient Records, such as medical record numbers, contact information, patient ailments, and information used for verification such as driver’s license and passport numbers. A website security (SSL certificate) or similar for patient data access or Internet transmission is installed on every computer and Point of Sale software to ensure extra security measures are taken.

All individual names and other identifying information on the list supplied by DOH or DBR will:

- a. Be confidential and not be considered a public record; and
- b. Shall not be subject to disclosure, except to authorized employees of the Departments as necessary to perform official duties of the Departments and as otherwise required or permitted under applicable laws and regulations.

The DBR shall verify to law enforcement personnel whether a registry identification card is valid and may provide additional information to confirm whether a cardholder is currently compliant with the requirements necessary to continue to hold a registry card. This verification may occur by using a shared database, provided that any medical records or confidential information in this database related to a cardholder's specific medical condition is protected.



## Exhibit B – Livity Compassion Center

If at any time a staff member feels a new or current patient has supplied false or misleading information to the compassion center, an upper-level manager will be notified immediately. The staff member will then immediately notify the DBR of such violation. The DBR may notify law enforcement personnel about falsified or fraudulent information submitted to DBR. Livity Compassion Center will also note in their system the fraudulent activity and ensure that if the patient tries to come back again, the Compassion Center will be able to take the necessary steps to not sell to the patient.

### *b) Sales to out-of-state patients*

The Company can conduct sales to out-of-state patient cardholders provided the patient that is purchasing the products has a valid medical marijuana card, or its equivalent, which has been issued by the applicable regulating authority in the state where they domicile from the medical marijuana program of the issuing jurisdiction. The patient must also possess, and present valid government issued identification matching the name on their medical marijuana card. This can include a driver's license, passport, or any other government issued identification from their current home state.

Once the employee verifies that the patient is current and accurate to the jurisdiction issuing the medical card, the patient will then be required to complete an intake form approved by DBR. The form will include: the home state card registration number or a unique identifier assigned by the compassion center. The patient card, government issued identification and an internally assigned patient code will be saved to the tracking system.

The Company will log and track all transactions for each out-of-state patient cardholder in the tracking system according to the issuing state's patient card registration number or the unique identifier assigned to that person by the Company. Similar to in-state patients, all out-of-state patient information will be maintained confidentially, and only certain employees will be allowed to edit their patient information.

The Company will provide each out-of-state patient with a notice regarding the requirements and prohibitions that they must follow and abide by. As well, a pamphlet will be given with an overview of the regulations 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, prohibition of taking medical marijuana and medical marijuana products across state lines and prohibition of smoking in public places. Additionally, the staff members will obtain a signature of receipt by the out-of-state patients showing that they received the paperwork upon first visit to the facility. This also places responsibility onto the patient to ensure they are following the State's medical marijuana rules safely and always.

### *c) Procedures for access to restricted areas*

The facility will have restricted access areas. Restricted areas include, any area containing medical marijuana and medical marijuana products and areas where surveillance recording equipment is used and maintained. These areas are essential for day-to-day operations. The



## Exhibit B – Livity Compassion Center

receiving area at the facility at 1675 Diamond Hill Road in Woonsocket is where all product deliveries will be accepted and immediately inspected for conformance and placed into the storage area. In the storage area is also where the reinforced vault will be located storing all marijuana and currency during non-operational hours. Every night, prior to closing the Compassion Center, the closing employee will ensure that all marijuana products are in storage and that the area is locked and secure before leaving the facility. At all points of ingress and egress, all doors will be equipped with a working commercial-grade, non-residential door lock.

Restricted access areas will be secure, equipped with locking devices preventing access from other areas and accessible only to upper-level employees, Department inspectors, and security personnel. These areas will be identified by signage that states “Do Not Enter” - “Restricted Access Area” - “Authorized Personnel Only”.

Registered qualifying patients, primary caregivers, and authorized purchasers who do not hold Livity Compassion Center’s registration card are only permitted within the point-of-sale areas. In the sales area of the facility, all marijuana products will be kept behind the sales counter and within glass shelves. During operating hours, the receptionist will check in patients and monitor the sales floor capacity. Once floor capacity has hit 75% of the allotted people in the sales area, any new patients will be asked to wait in the lobby area while the sales employees close out the other patients and they exit the facility. Limiting the number of patients on the sales floor allows for a more constant visual of restricted access areas, product areas, purchased products and suspicious activity. Patient access to and monitoring while in the part of the facility that dispenses medical marijuana products is described elsewhere in this application. Once patients have finished their purchase, they will be asked to immediately leave the facility to ensure constant flow of patients as well as keep security threats minimal.

During operating hours, the number of employees that enter and leave the restricted access areas will be kept at a minimum to reduce the potential for product diversion and unauthorized access to the storage and vault areas.

All visitors who enter the facility, and do not have a valid registry identification card will be labeled as such and must be escorted at all times by a registry identification card holder. However, visitors are only permitted for a legitimate business-related purpose such as building maintenance, repairs or installation of equipment, or provision of goods or services. All visitors must make an appointment to enter the facility unless the visitor is a regulatory official doing a state-mandated inspection. All visitors will be handed a badge with the label “visitor” to ensure they are always with an employee of the Compassion Center and never left unescorted. Once they leave the facility, they must return the visitor badge to the accompanying employee. The Compassion Center will maintain a visitor log for all visitor interactions.

### *d) affiliations with local patient and community organizations,*

Livity LLC supports Rhode Island Patient Advocacy Coalition (RIPAC), a leading organization that advocates on behalf of the medical marijuana patient community. We plan to support this work with Livity Compassion Center.

## Exhibit B – Livity Compassion Center

### *e) Employee/workplace drug use policies/procedures*

Livity Compassion Center is committed to providing its employees with a safe and productive work environment. As such, every employee is required to sign the Company's separate Drug and Alcohol Policy.

*"A medical marijuana compassion center or cultivation shall not permit any person to consume cannabis on the property of a medical marijuana compassion center or cultivation."*

As such, no employee, contractor, or visitor may smoke, consume, or ingest marijuana in any form on Company property at any time. This rule includes medical cannabis patient card holders in the prohibition of cannabis on Company property.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

For safety reasons, employees who are taking prescription medication, including medical cannabis may not report to work impaired from the consumption of said prescribed medicine. Employees taking prescription medicines that may affect or impair the employee's sensory perception or physical capabilities, such as vision, judgment, physical coordination, etc. are required to notify a manager.

Any violation of this policy will result in disciplinary action, up to and including termination.

As part of the efforts to keep this environment safe and free of illegal drug use, the managers will conduct random and intermittent drug tests of all employees in positions where the safety or security of the employee or others is an issue.

In addition, managers may ask any employee, regardless of job responsibilities, to submit to a drug test in the following circumstances:

- When employers suspect that the employee is under the influence of illegal drugs
- When employers suspect that the employee has been involved in the sale, purchase, use, or distribution of illegal drugs on or at the workplace or while performing job duties
- When the employee has been involved in a workplace accident or incident, or
- When the employee has been involved in an accident or incident off site but while on company business, or when the employee has violated a safety rule.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation



## Exhibit B – Livity Compassion Center

program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

### *f) Compliance testing policies/procedures*

Sample collection procedures must be conducted for any and all medical marijuana product that may be dispensed, including, but not limited to, finished plant material, liquid concentrates, resins, edibles, waxes, creams, or other semi-solid or solid MIP products. All samples collected must be in their final form, ready to sell to compassion center patients.

All batches of medical marijuana that have not yet received test results back will be labeled In bold, capital letters, no smaller than 12-point font, **“PRODUCT NOT SAMPLED FOR TESTING”**.

All marijuana products intended for final sale to a patient or caregiver must first pass testing requirements to ensure they are safe for consumption. Finished plant product must be tested for:

- Cannabinoid Potency
- Microbiological
- Water Activity
- Pesticides
- Metals

All medical extracts, resins, concentrates or other infused products must be tested for:

- Cannabinoid Potency
- Solvents
- Pesticides
- Metals

Once all products pass testing clearance, they are then required to be packaged in their final packaging prior to being accepted into the compassion center for final sale to patients. All products tested and approved will have attached with them a COC (Chain of Custody) which shows their path from production to testing to quarantine while results are being calculated to final packaging. This allows for transparency in the testing procedures so, in the event of a recall, all products can be traced back to their origin and allow for proper disposal.

### *g.) proposed policies/procedures/mechanisms to ensure compliance with prohibited financial interests*

Livity Compassion Center is organized, and will at all times be, structured and operated, as a nonprofit in compliance with R.I. Gen. Laws Chapter 7-6 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). Employees will be trained in operating in a manner that will not violate R.I. Gen. Laws § 21-28.6-12(f), or which would cause medical marijuana and medical marijuana products to be priced at unreasonable

## Exhibit B – Livity Compassion Center

rates, as determined by DBR, in accordance with R.I. Gen. Laws § 21-28.6-12(d)(2)(iii). If anyone on the application has a material financial interest or control in another compassion center, cultivator, cooperative cultivation or other marijuana establishment licensee must disclose that interest in the application form and include a plan of removing themselves from the other business entities. As well, if any new stakeholder decides to invest in another marijuana establishment, they will notify the owners of the Company immediately. All stakeholders will be required to fill out form 5 - Interest Holders: Certification Statement Form to confirm they are not interest holders in any other marijuana business.

## **LIVITY COMPASSION CENTER**

### **Unanimous Written Consent of the Directors**

The undersigned, being all of the members of the Board of Directors of Livity Compassion Center, a Rhode Island non-profit corporation (the "Company"), hereby consent, pursuant to the provisions of the Rhode Island Nonprofit Corporation Act, as amended, to the adoption of the following Resolutions:

- RESOLVED:** That Danielle Foss be and hereby is appointed as Compliance Officer pursuant to Section 1.2(C)(4)(I) of the Rules and Regulations Related to the Medical Marijuana Program;
- RESOLVED:** That the Company file an application ("Application") with the Rhode Island Department of Business Regulation ("DBR") to compete for approval of the Application by DBR so that the Company may obtain a medical marijuana compassion center license;
- RESOLVED:** That the Company enter into an Asset Purchase Agreement to purchase the assets of Livity, LLC on such terms as set forth therein;
- RESOLVED:** That the Company enter into a loan agreement with Joel Trojan on such terms as outlined therein, as attached to the above-described Asset Purchase Agreement;
- RESOLVED:** That the Company enter into a Letter of Intent to enter into a lease for premises at 185 York Avenue, Pawtucket, RI with Trojan Equities, LLC, on such terms as set forth therein, on the date that DBR issues a medical marijuana compassion center license to the Company;
- RESOLVED:** To authorize the filing of an Amendment to the Articles of Incorporation, to reflect that addition of Jeffrey Thorpe to the Board of Directors of the Company;
- RESOLVED:** That the proper officers be, and each individually hereby is, authorized for and on behalf of the Company to sign any and all documents and to take any and all further action as may be necessary to carry out any of the actions approved by this consent and to execute and file in the proper public offices any and all reports, returns and certificates that now are or may hereafter be required of the Company and that said officers are or shall be required to make in its behalf.

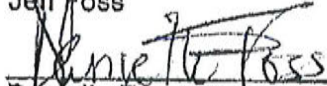
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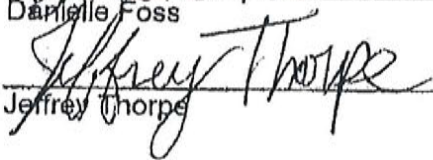


IN WITNESS WHEREOF, the undersigned have executed this Consent as of this  
1<sup>st</sup> day of December, 2020.

**DIRECTORS:**

  
\_\_\_\_\_  
Jeff Foss

  
\_\_\_\_\_  
Danielle Foss

  
\_\_\_\_\_  
Jeffrey Thorpe

**CC Exhibit C- Business Plan**

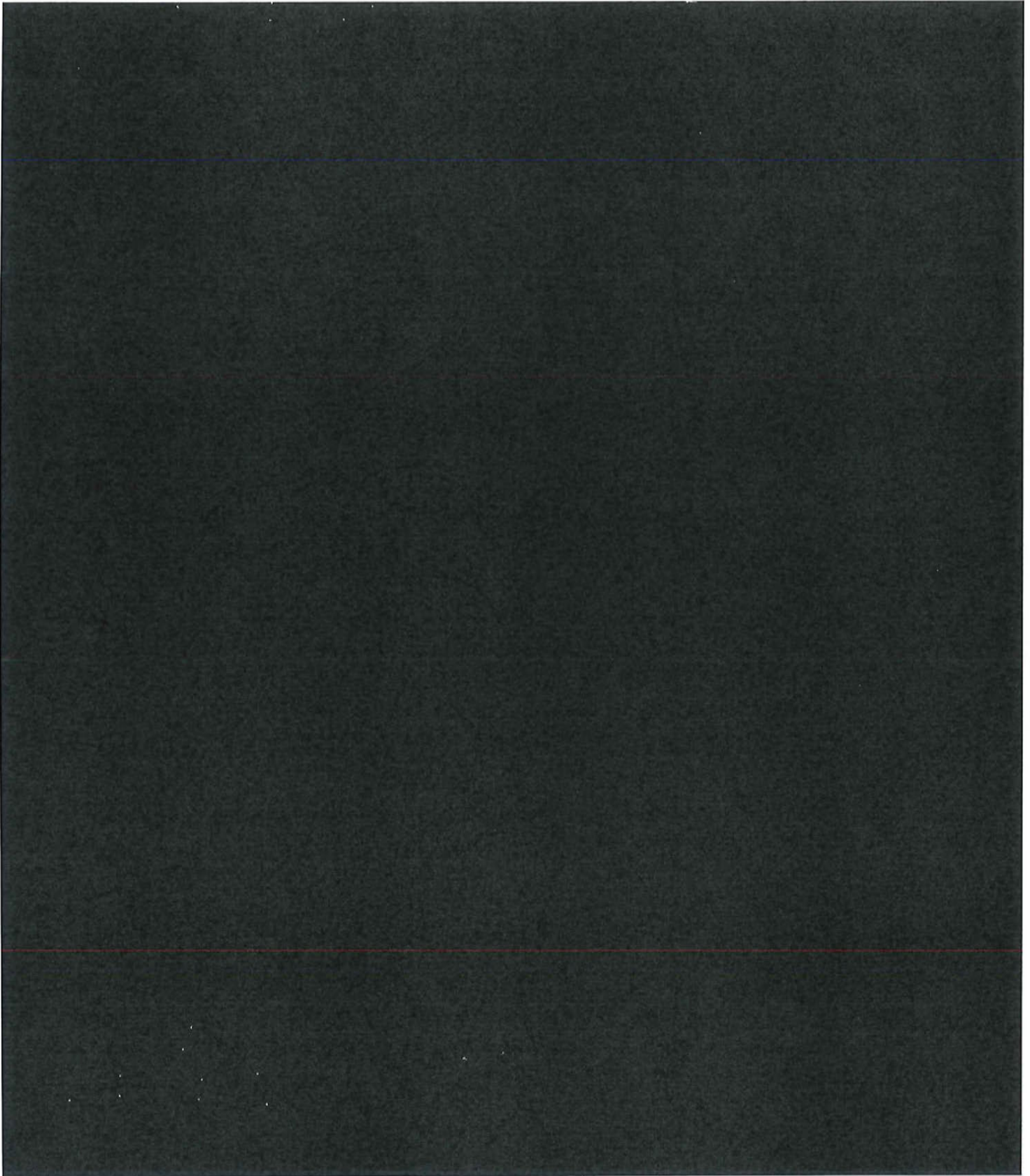


Exhibit C - Livity Compassion Center Business Plan

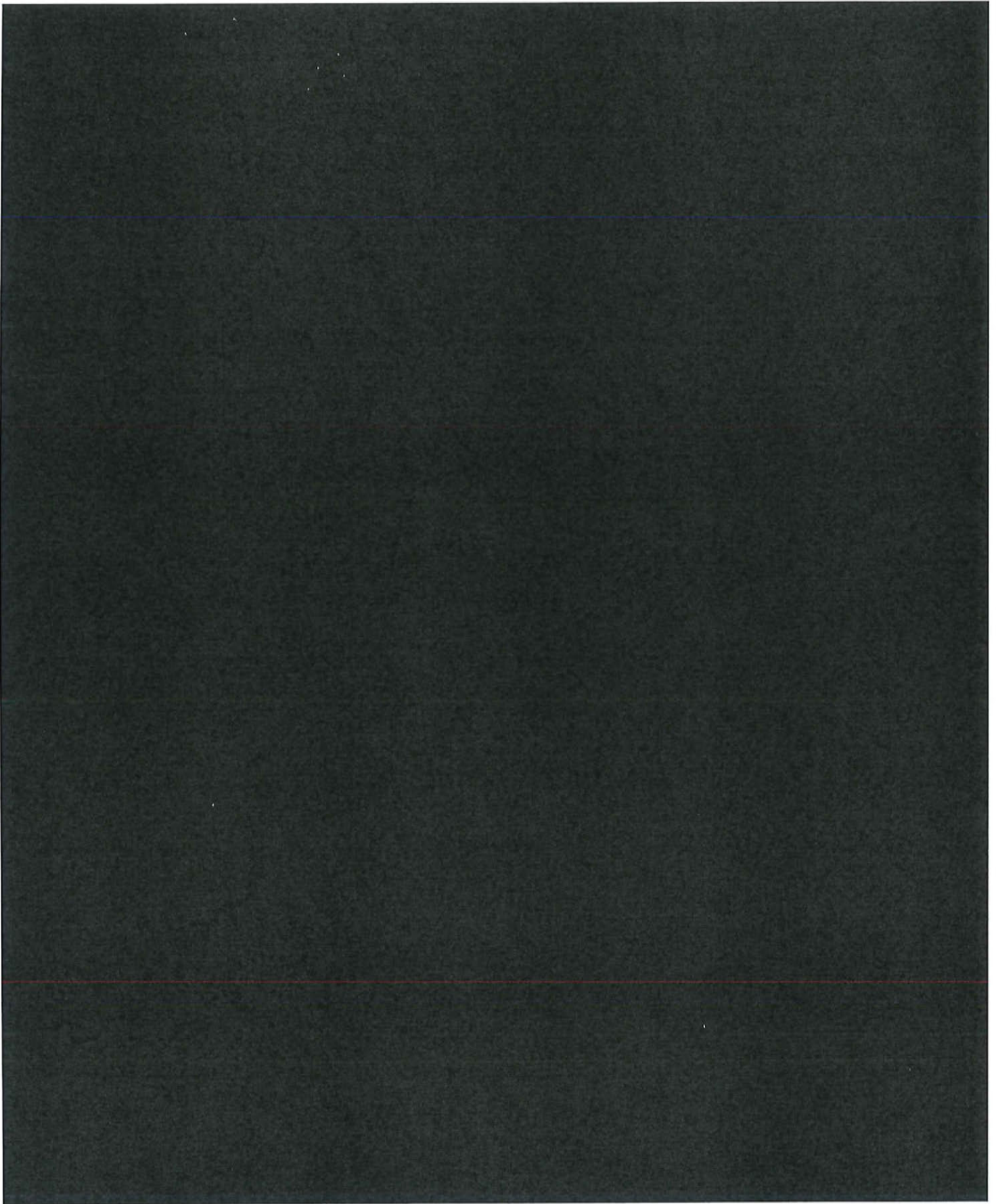




Exhibit C - Livity Compassion Center Business Plan

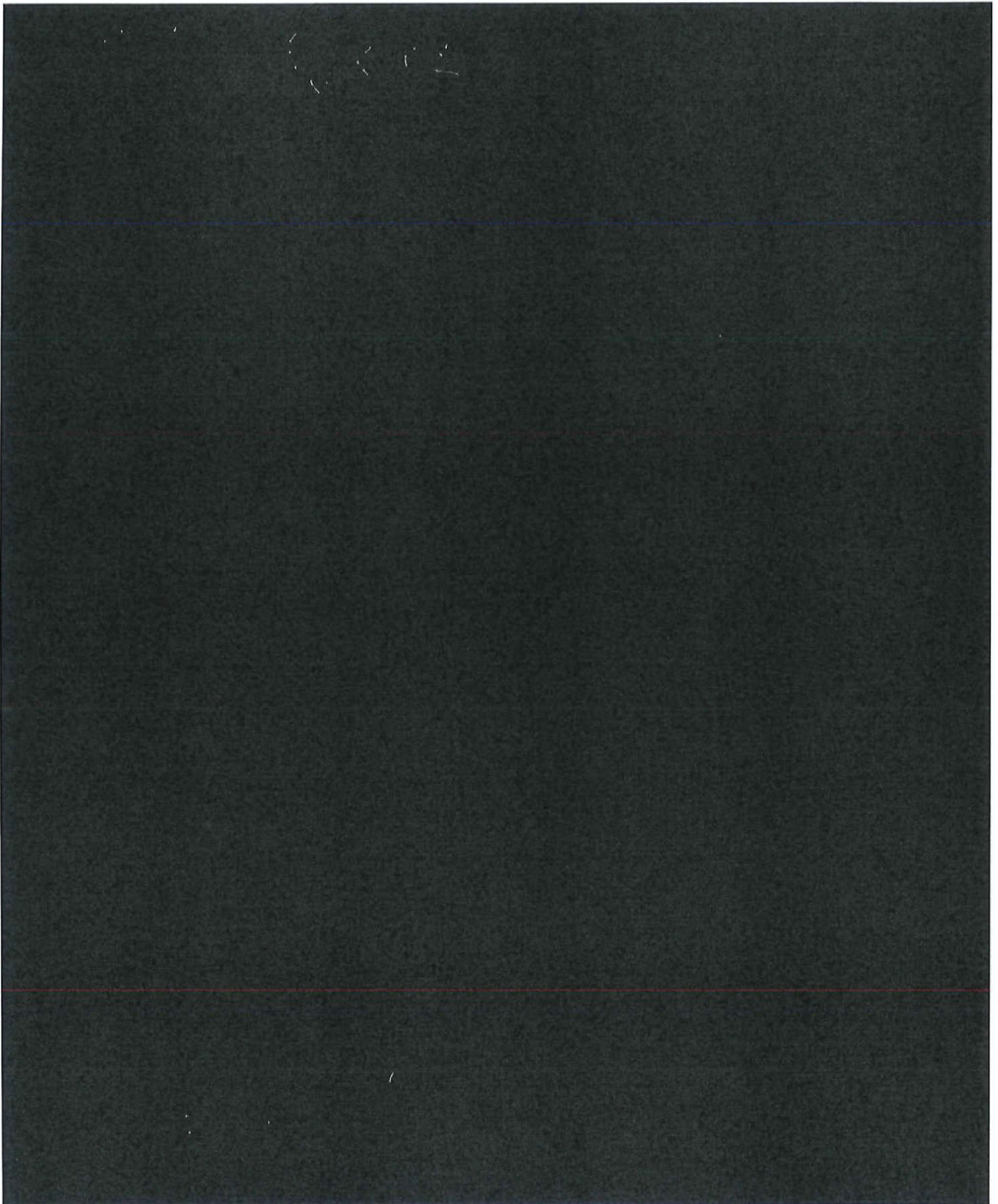


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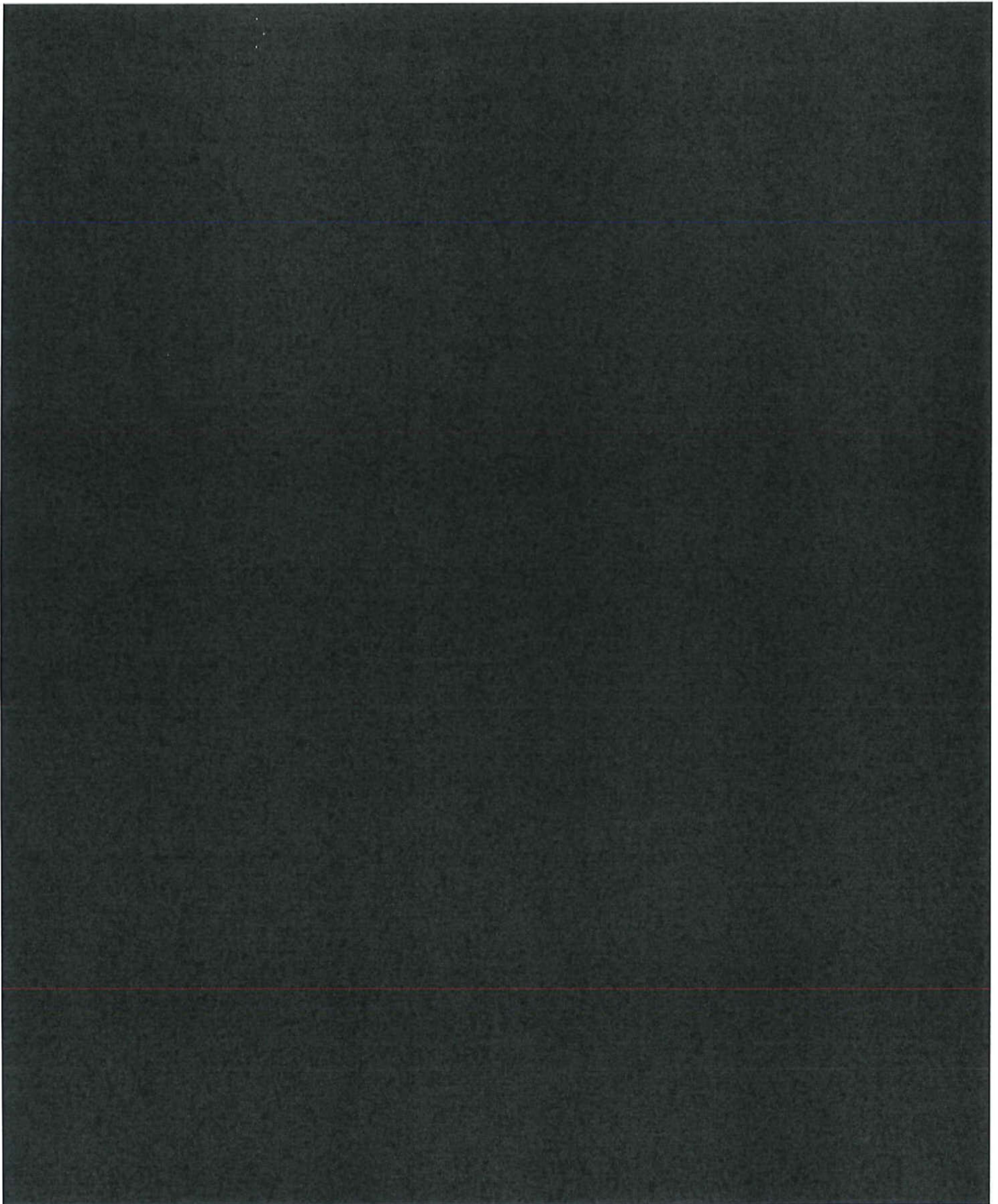




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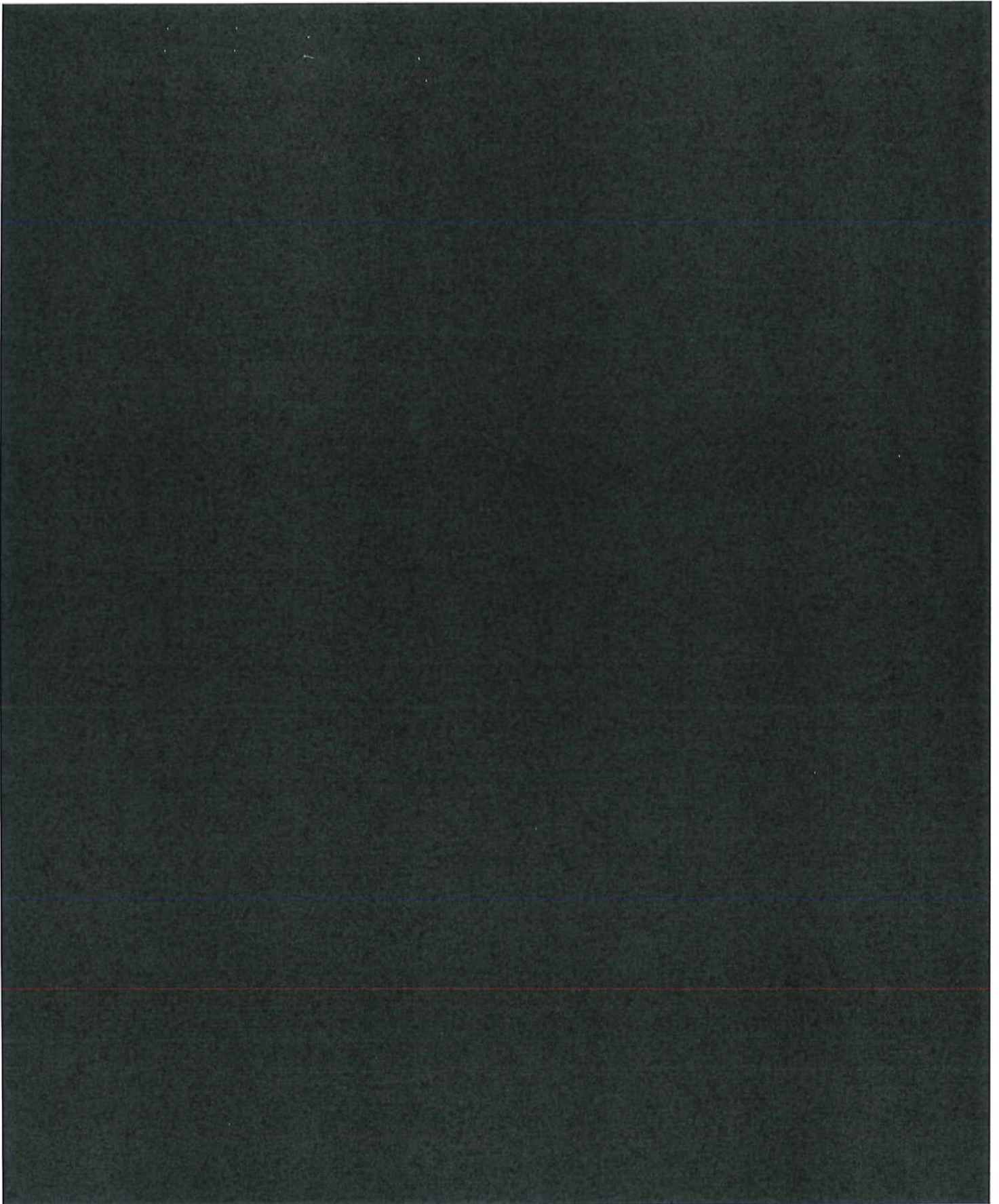




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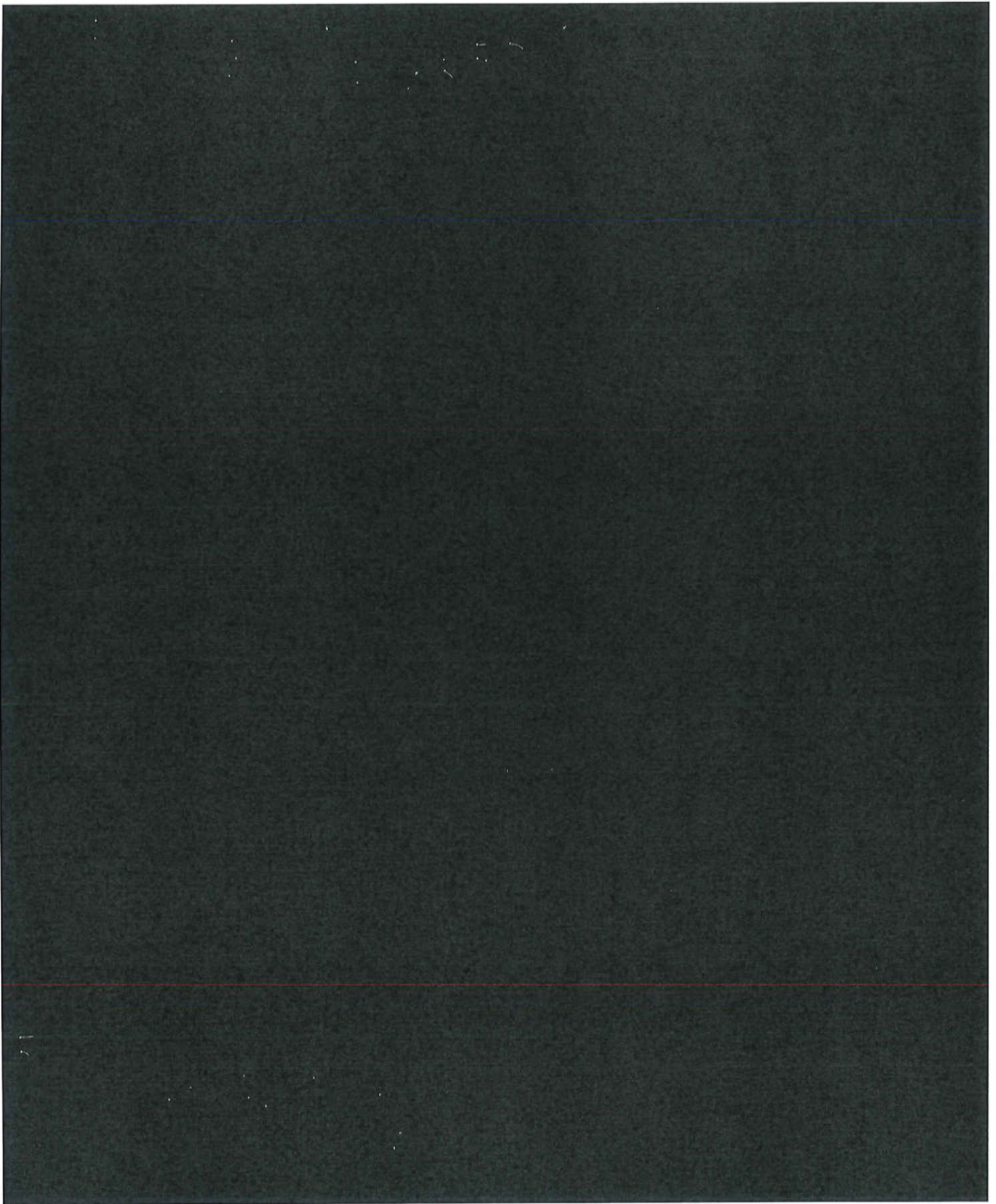


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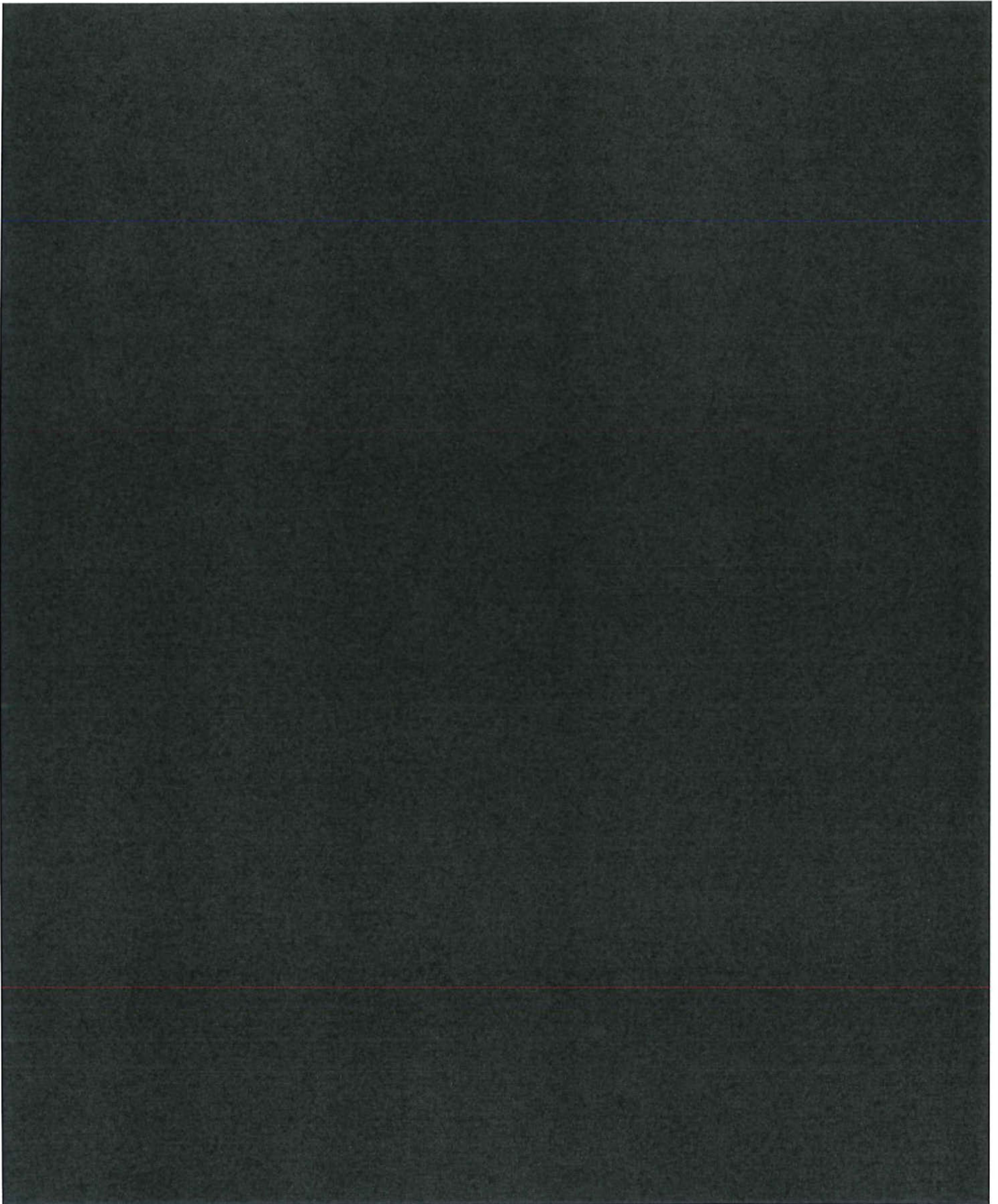
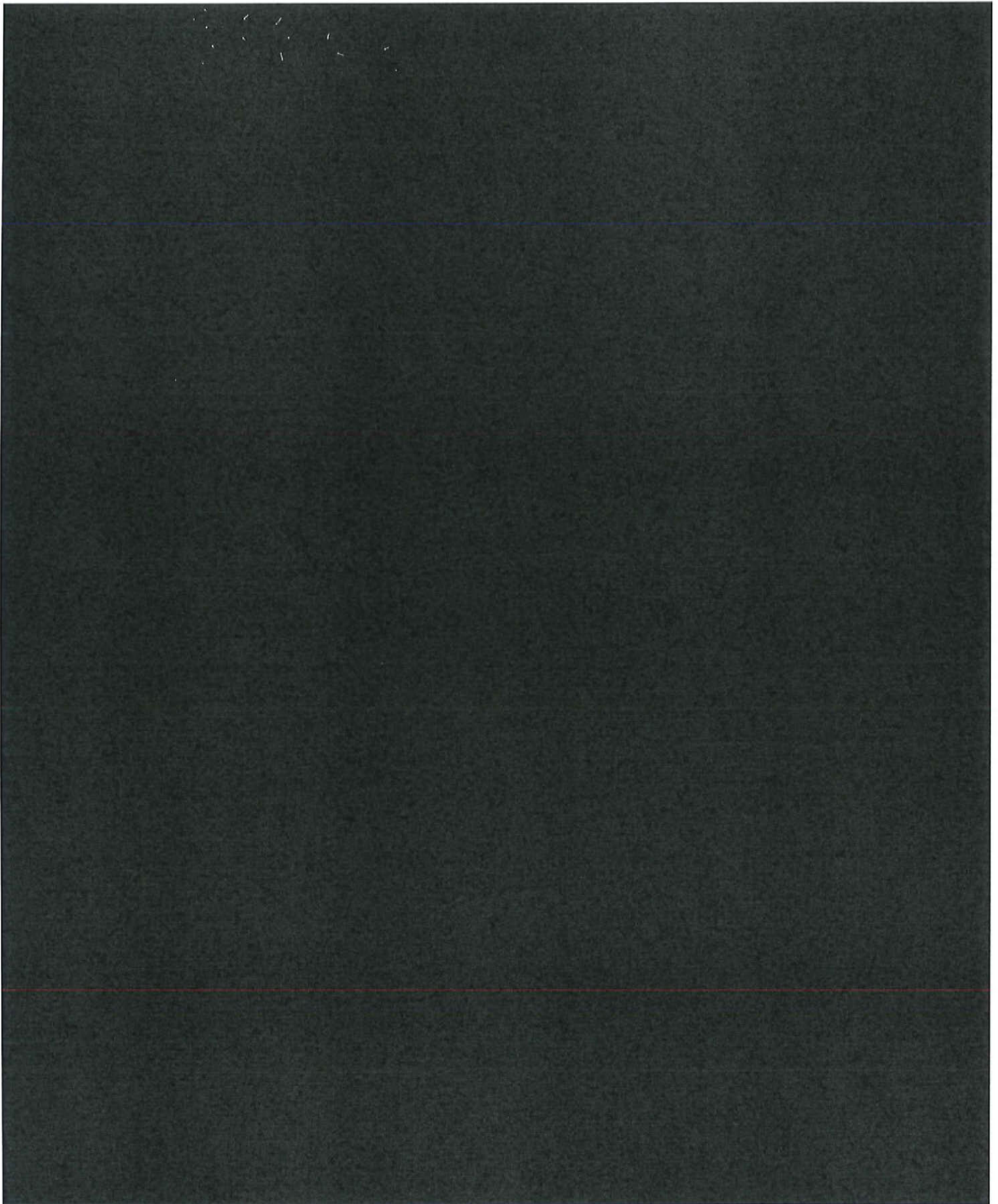




Exhibit C - Livity Compassion Center Business Plan





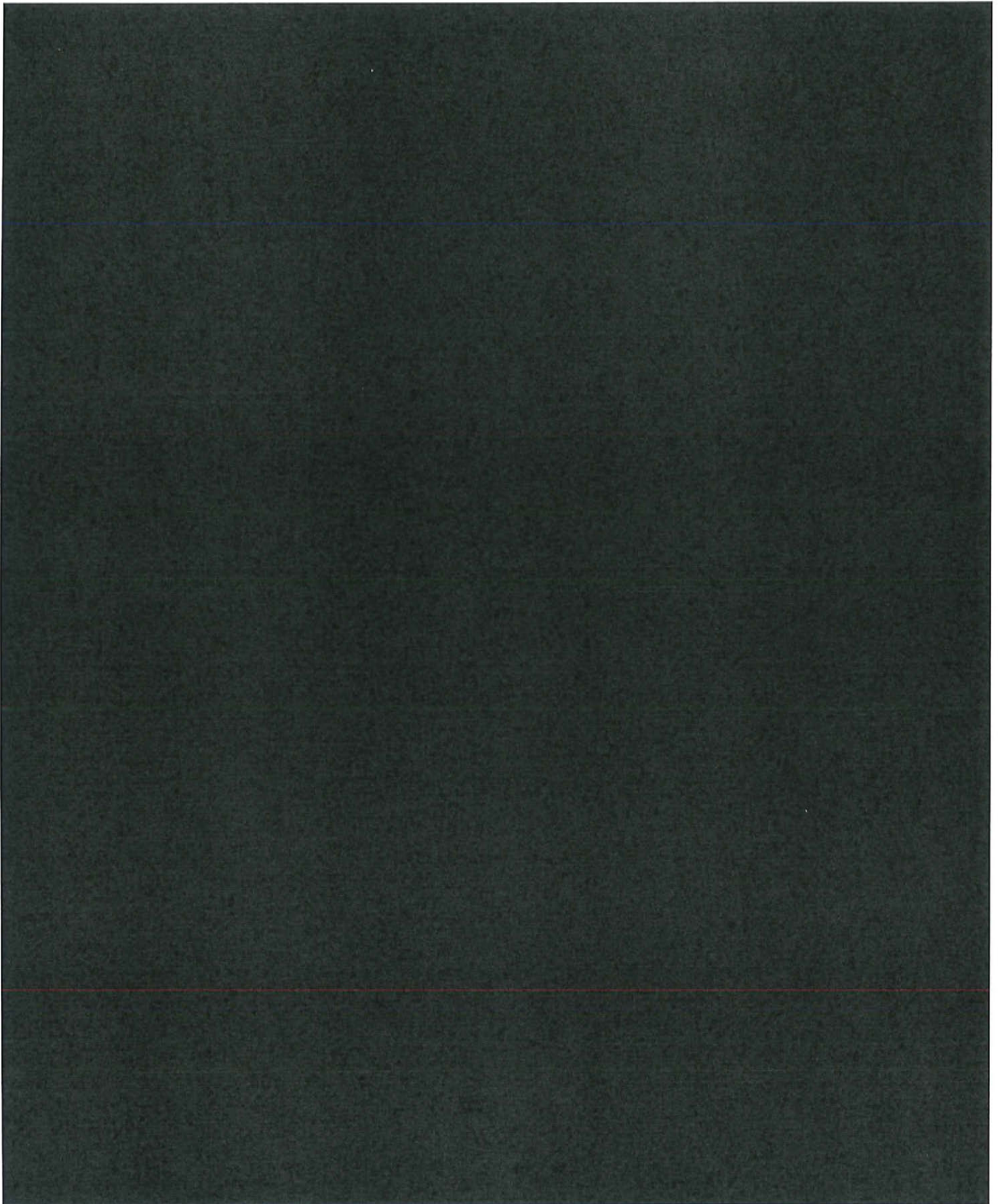
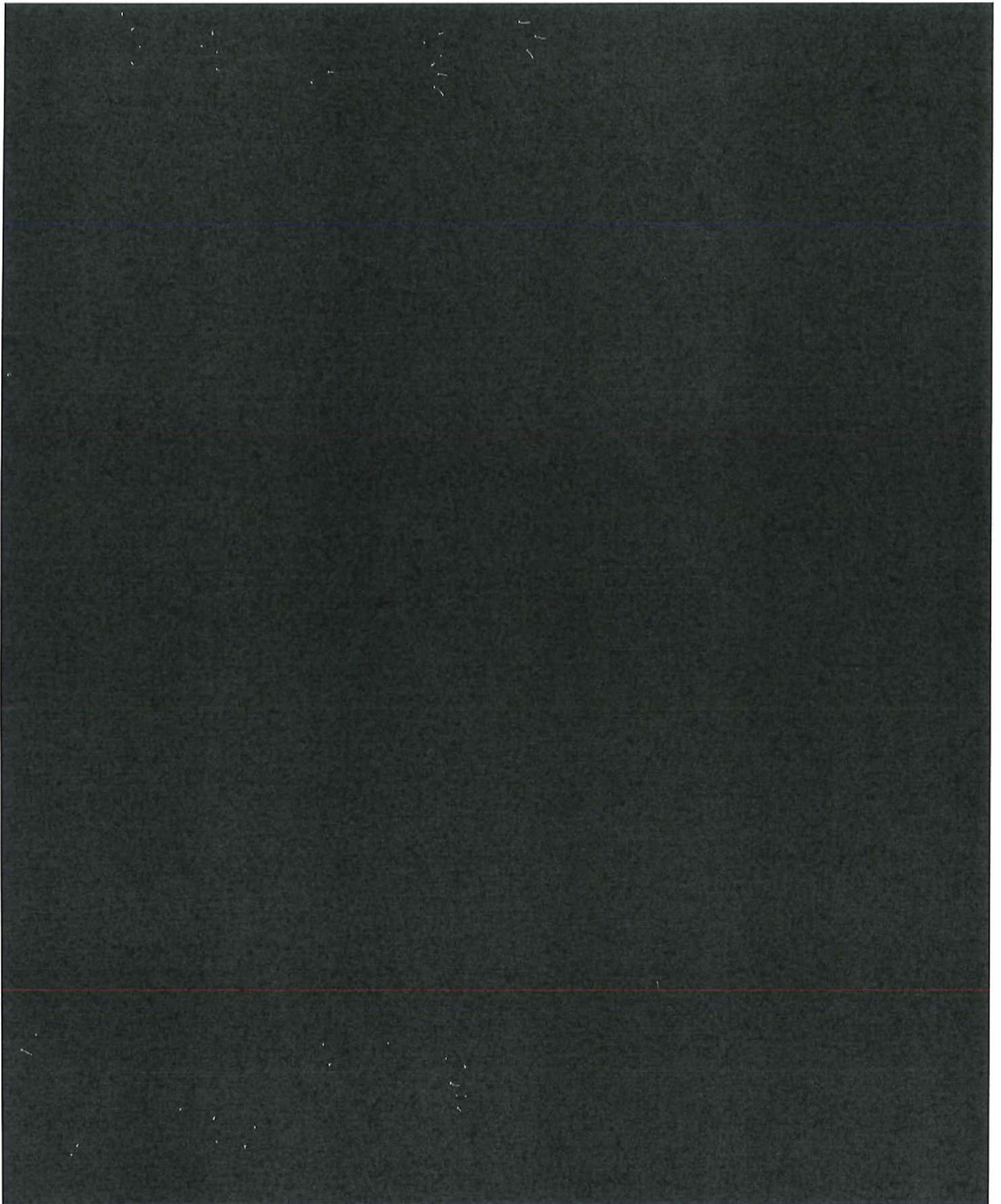


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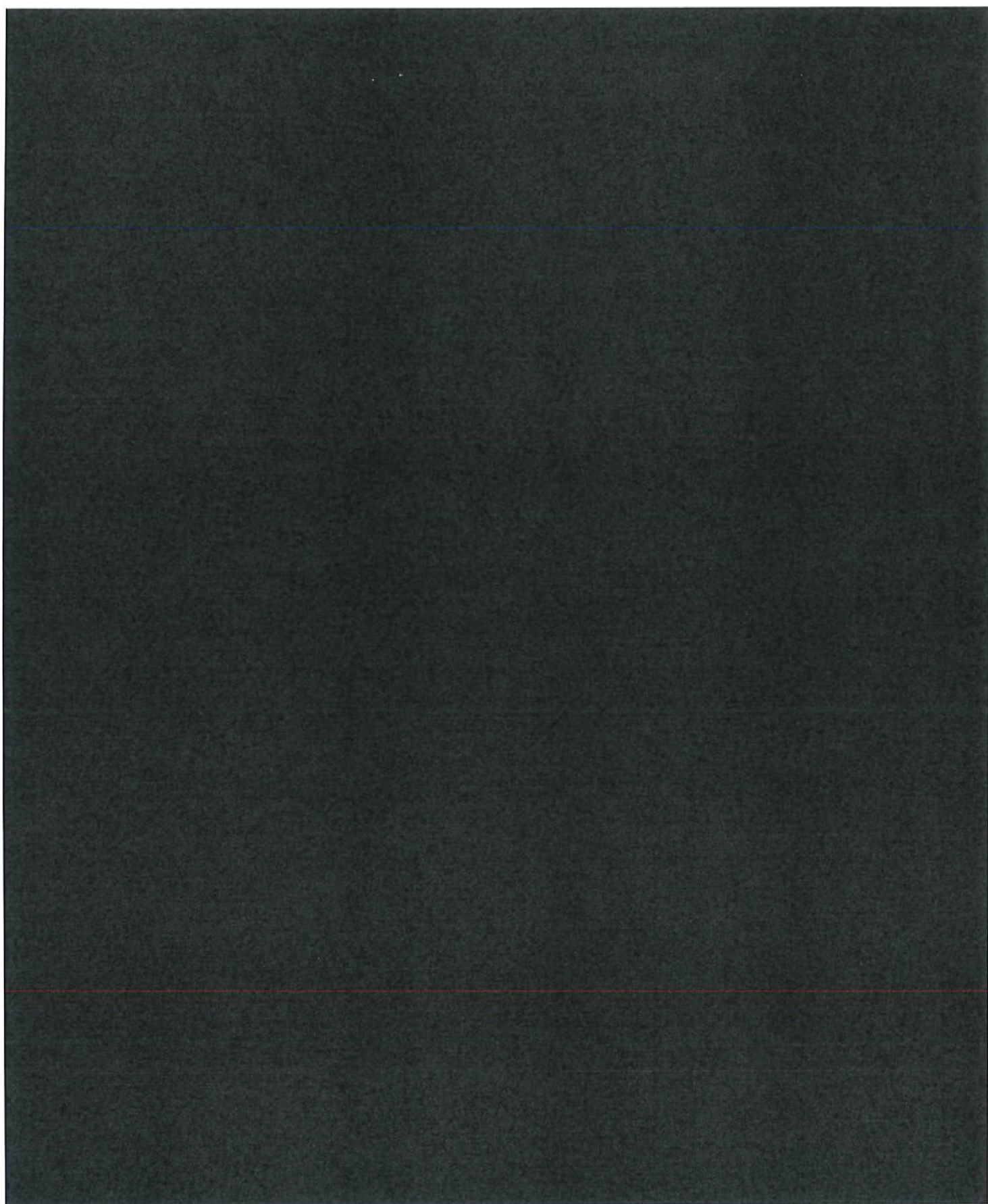




## Exhibit C - 3 Year Income Statement

2019		2018		2017	
Revenue		Revenue		Revenue	
Cost of Sales		Cost of Sales		Cost of Sales	
Gross Profit		Gross Profit		Gross Profit	
Operating Expenses		Operating Expenses		Operating Expenses	
Operating Income		Operating Income		Operating Income	
Non-Operating Income		Non-Operating Income		Non-Operating Income	
Income Before Taxes		Income Before Taxes		Income Before Taxes	
Income Tax Expense		Income Tax Expense		Income Tax Expense	
Net Income		Net Income		Net Income	





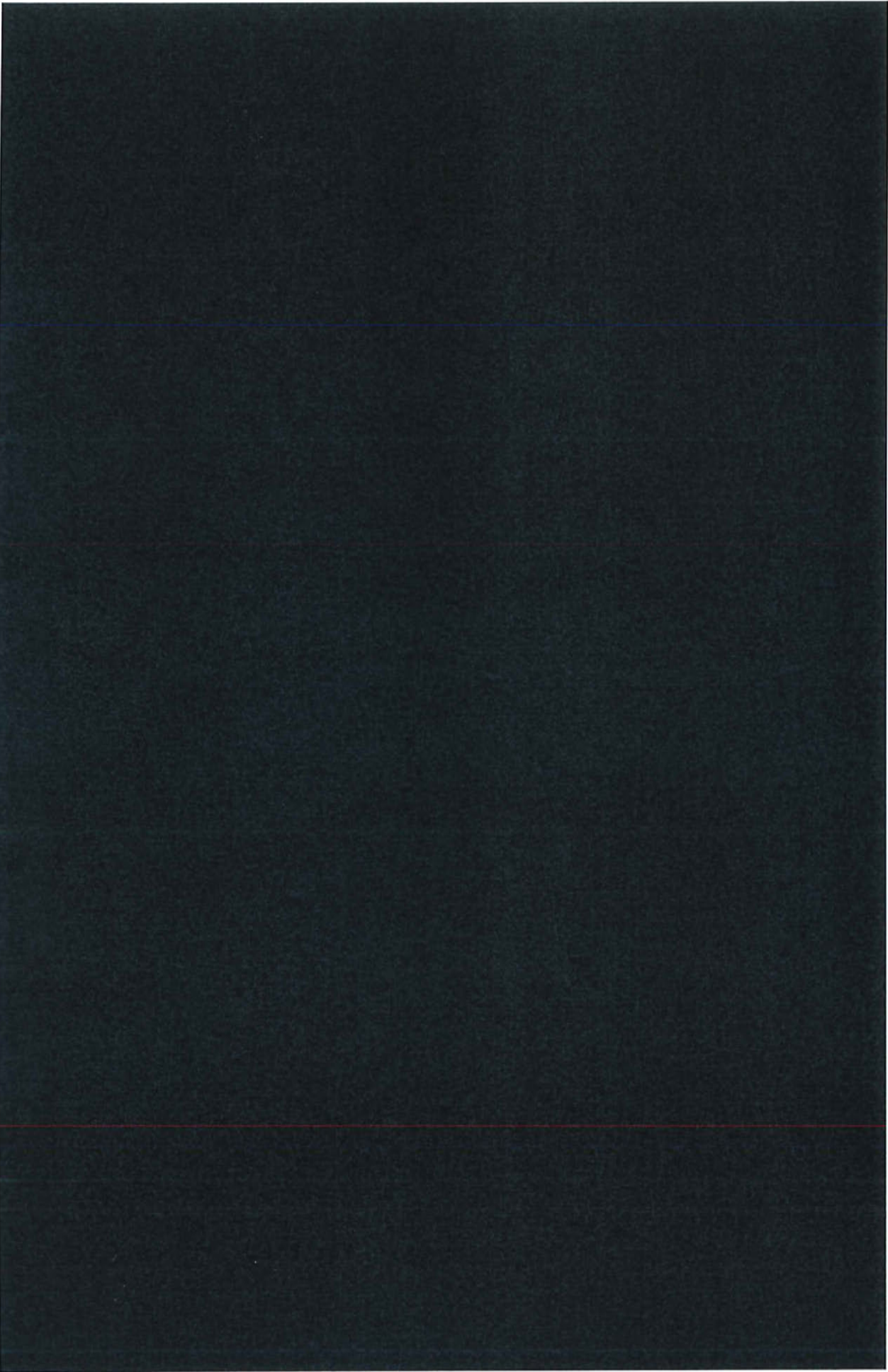
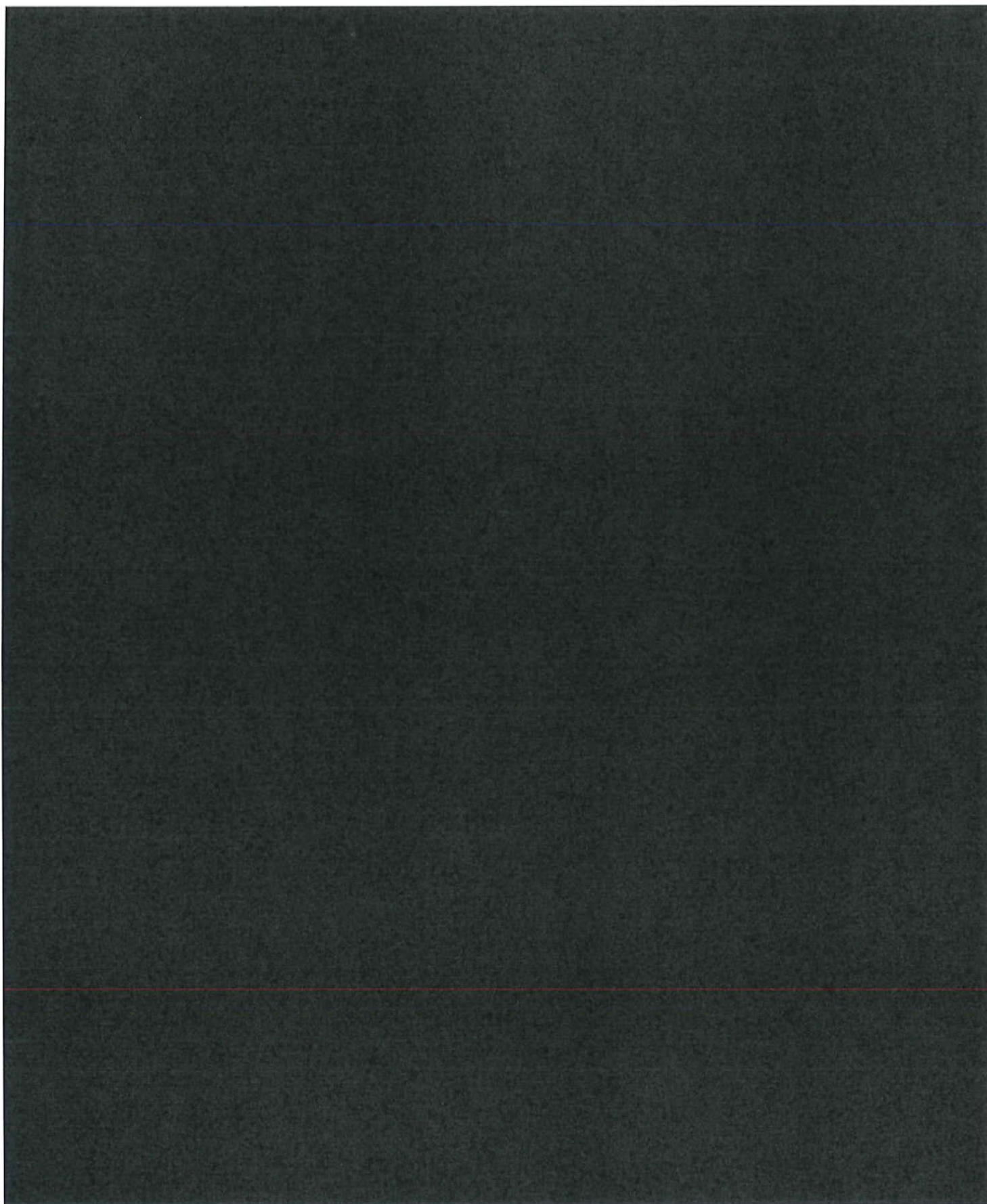




Exhibit D – Livity Compassion Center





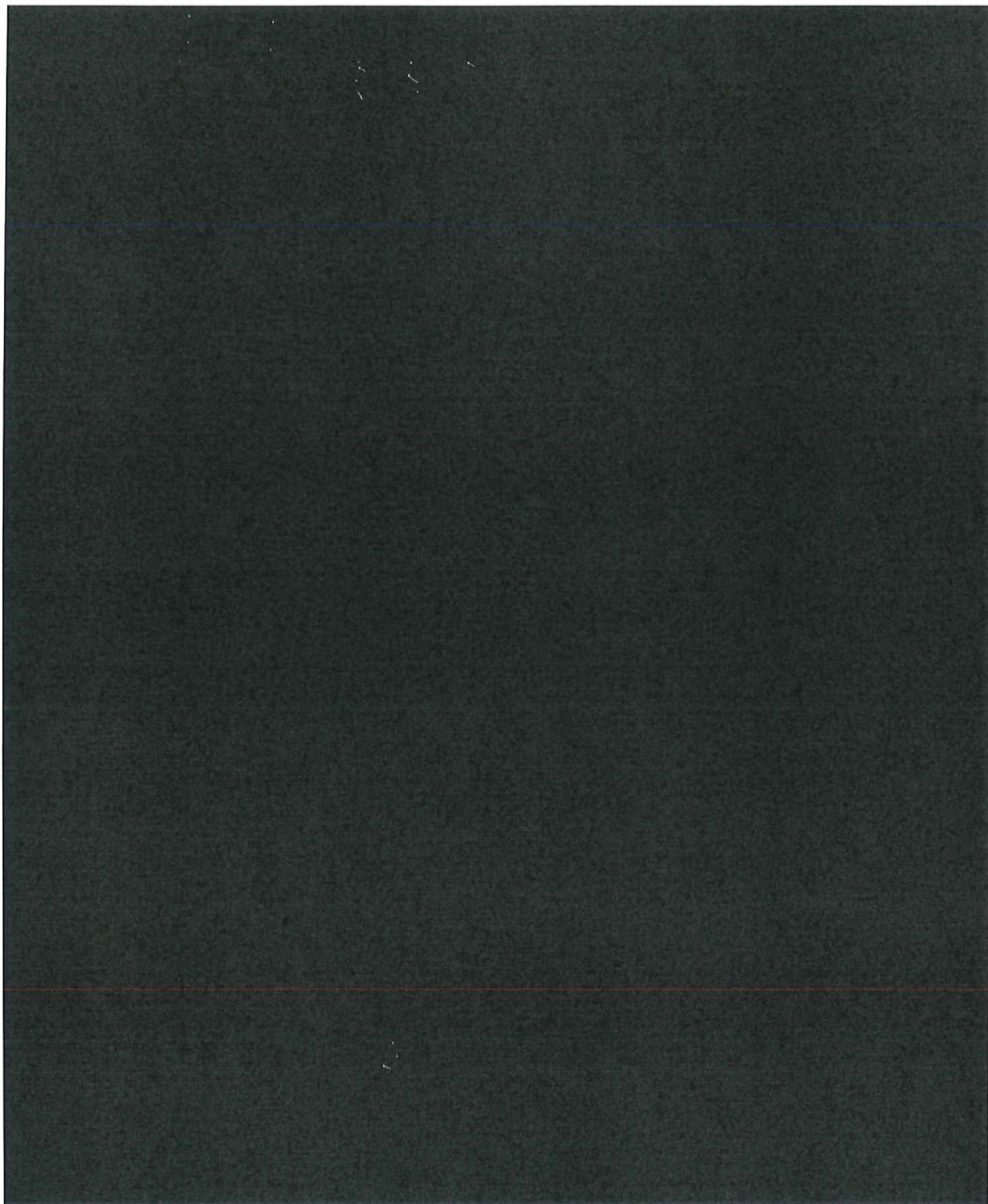


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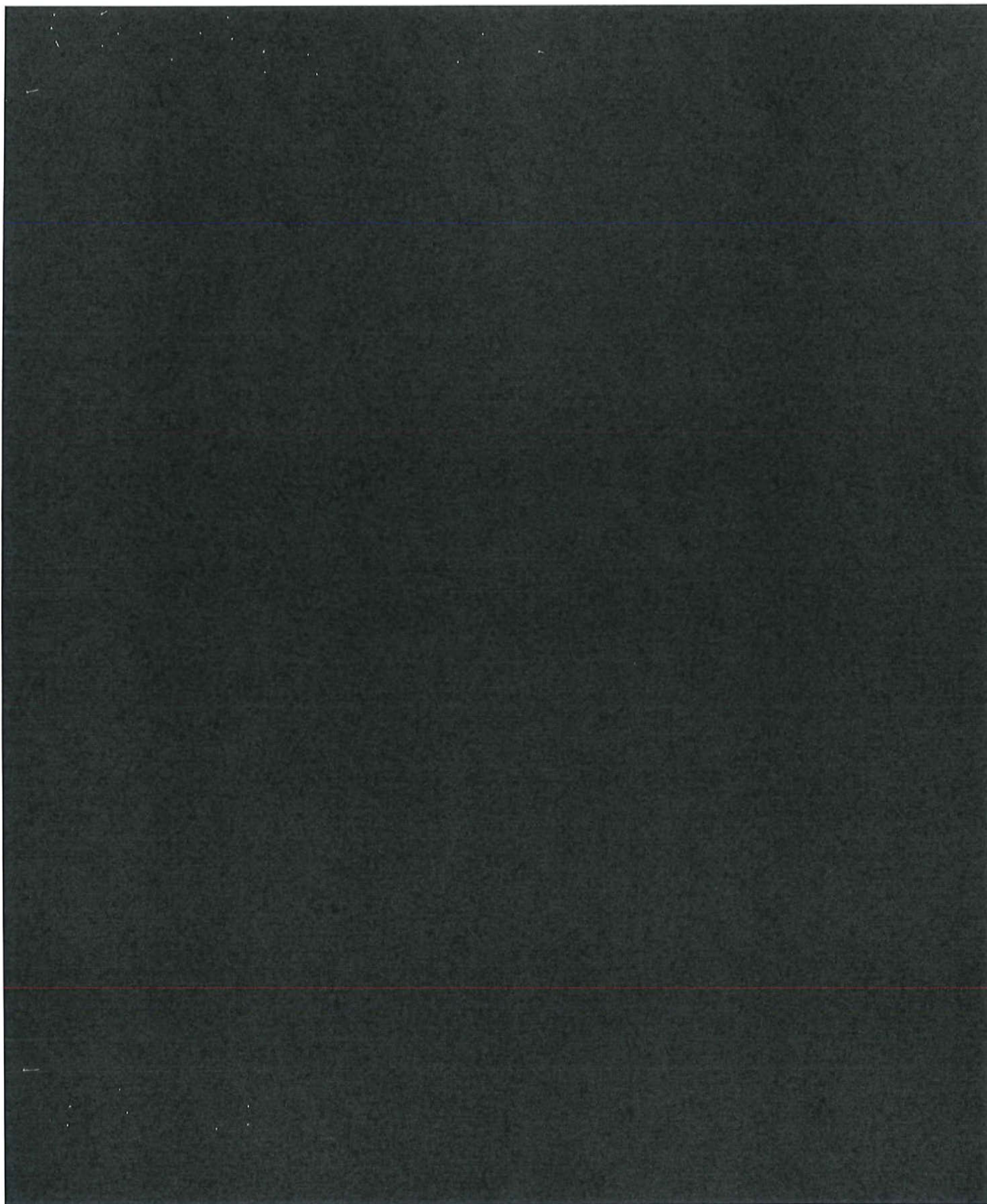




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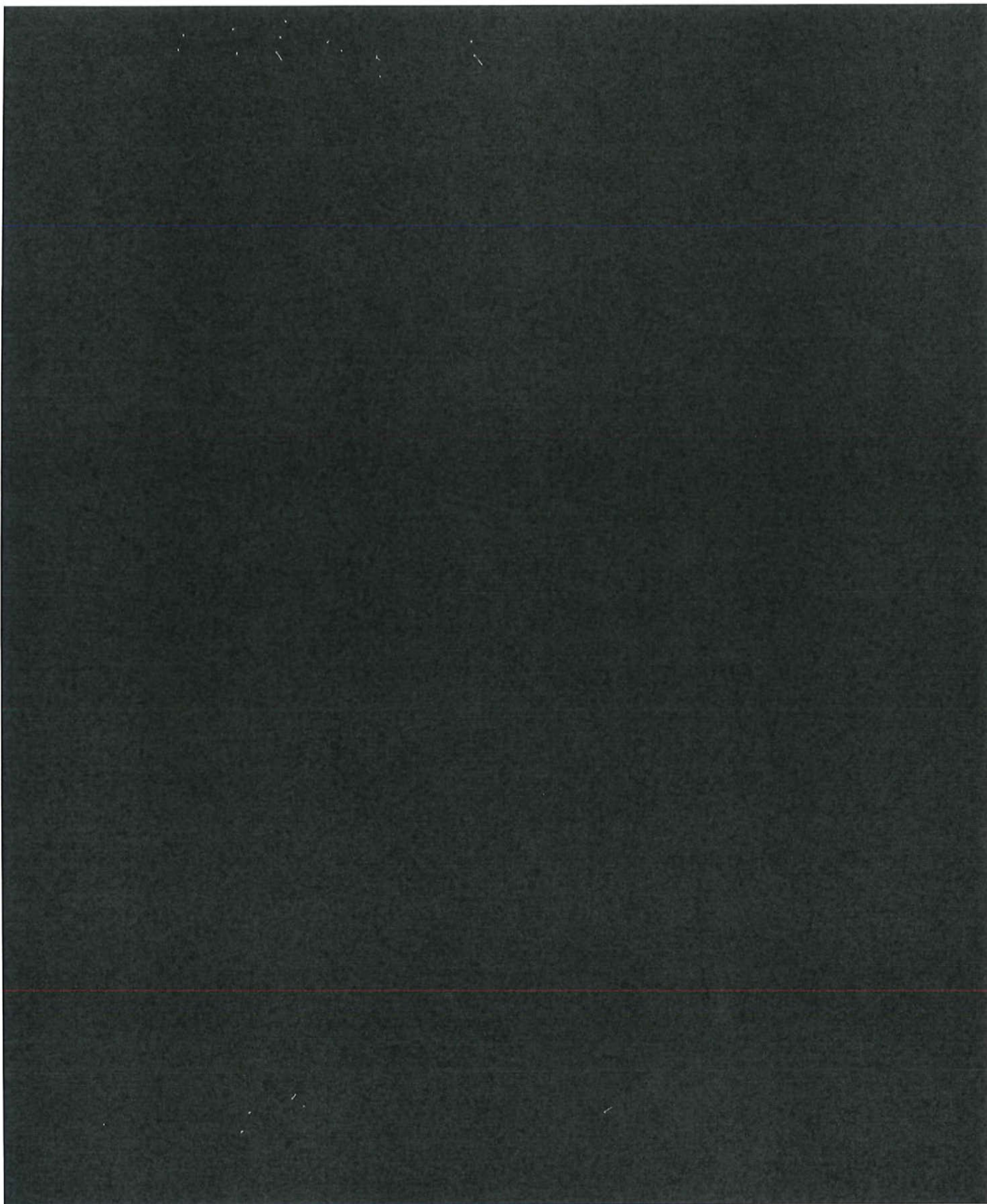




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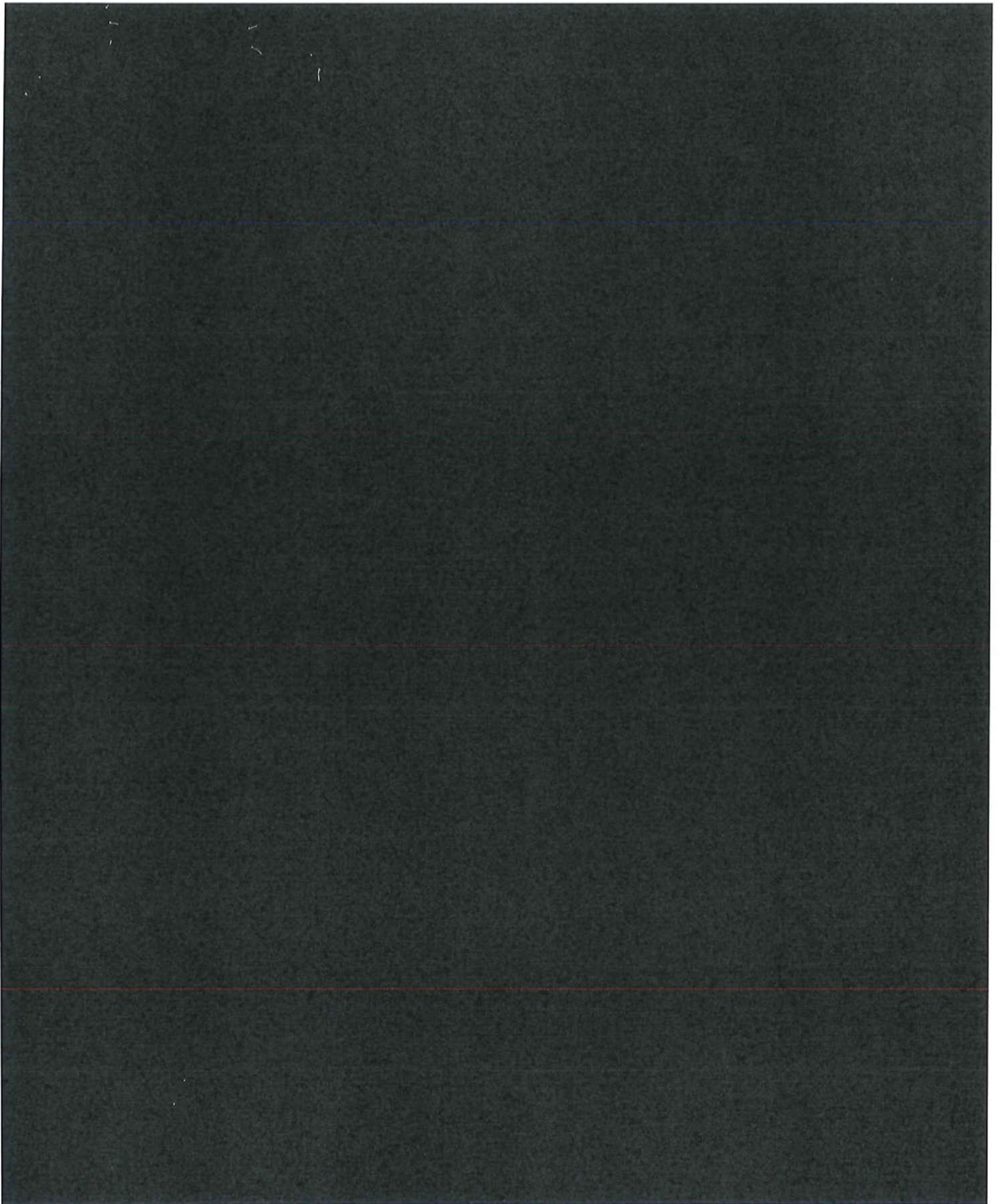


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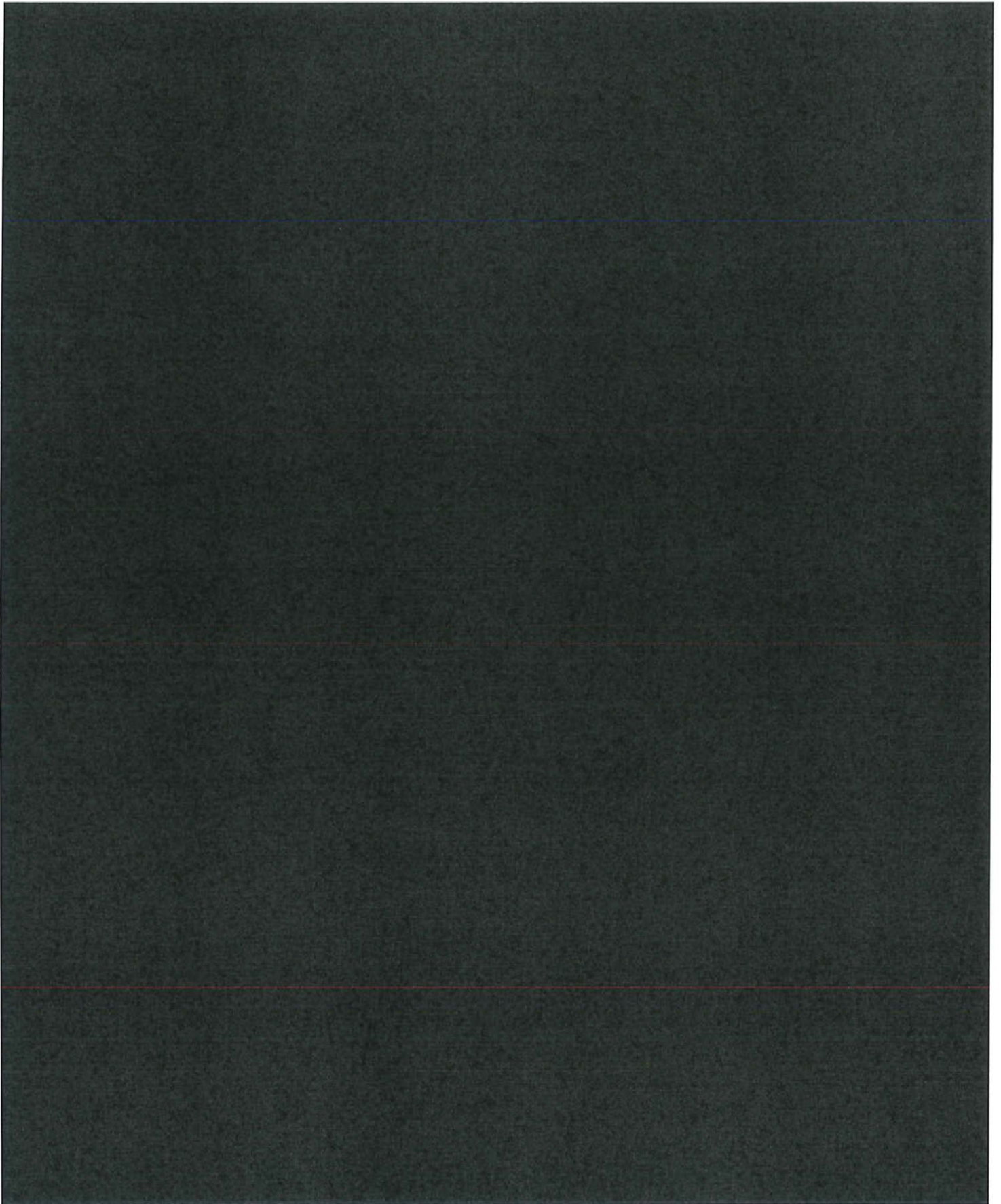




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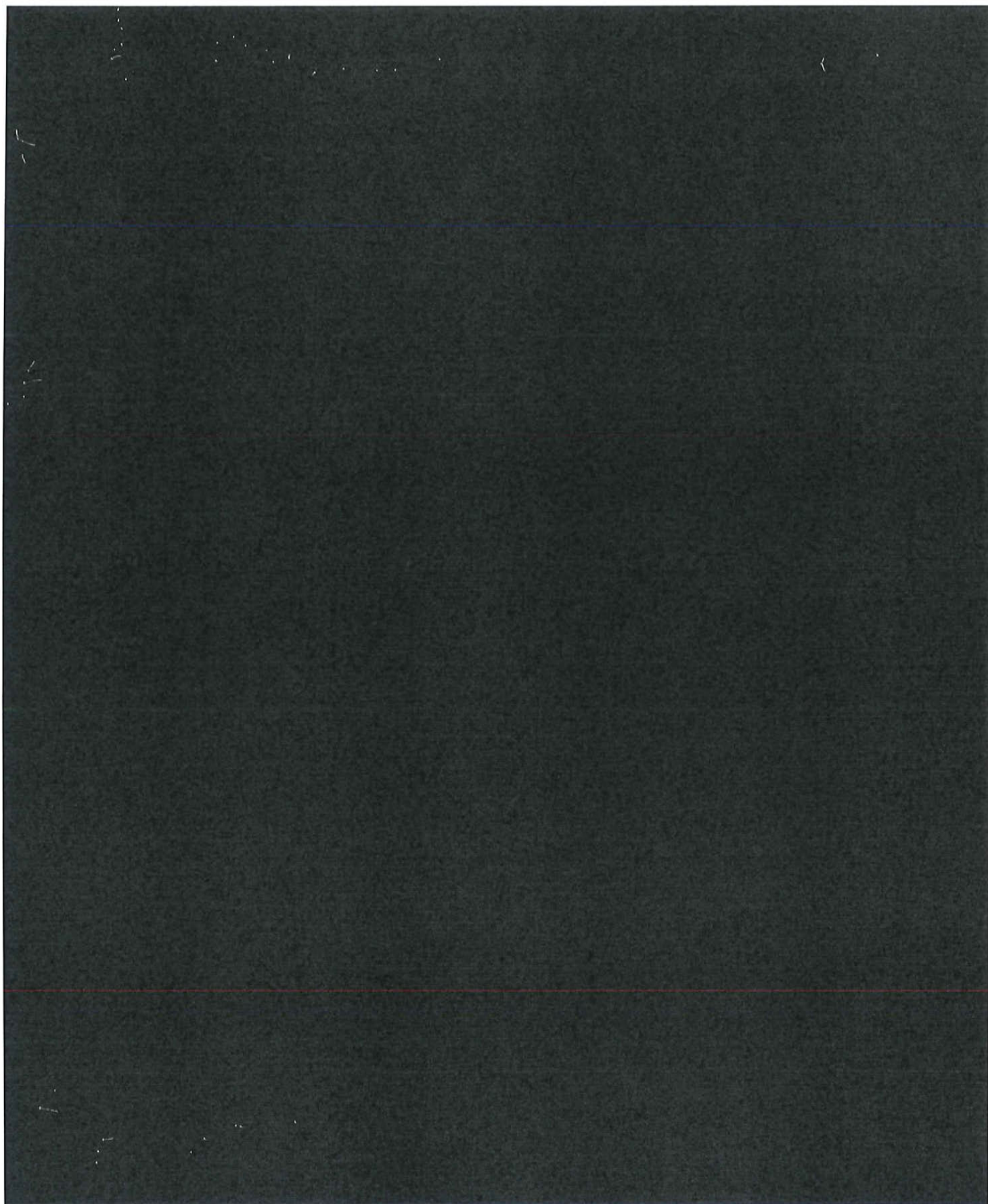




Exhibit D – Livity Compassion Center

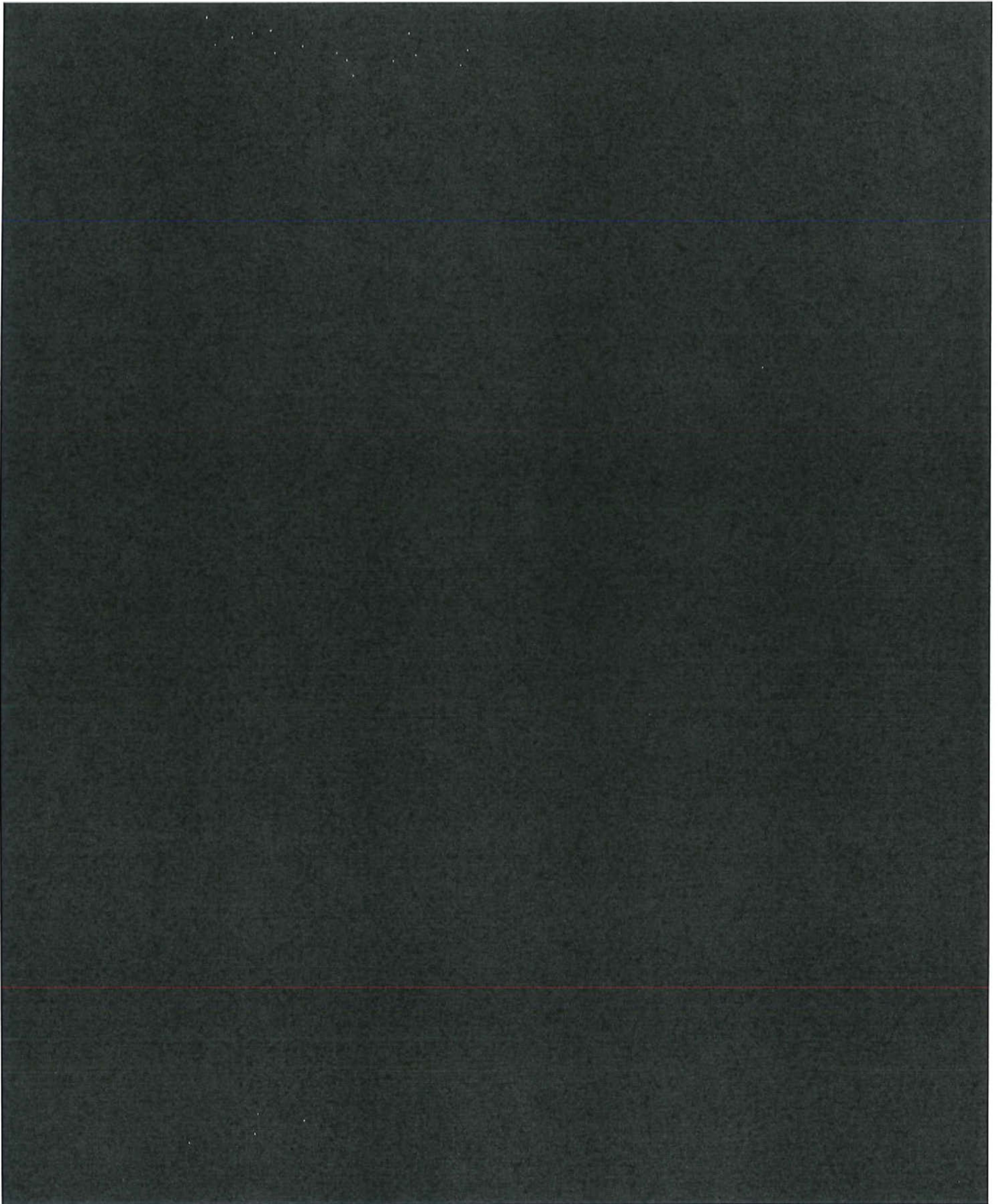


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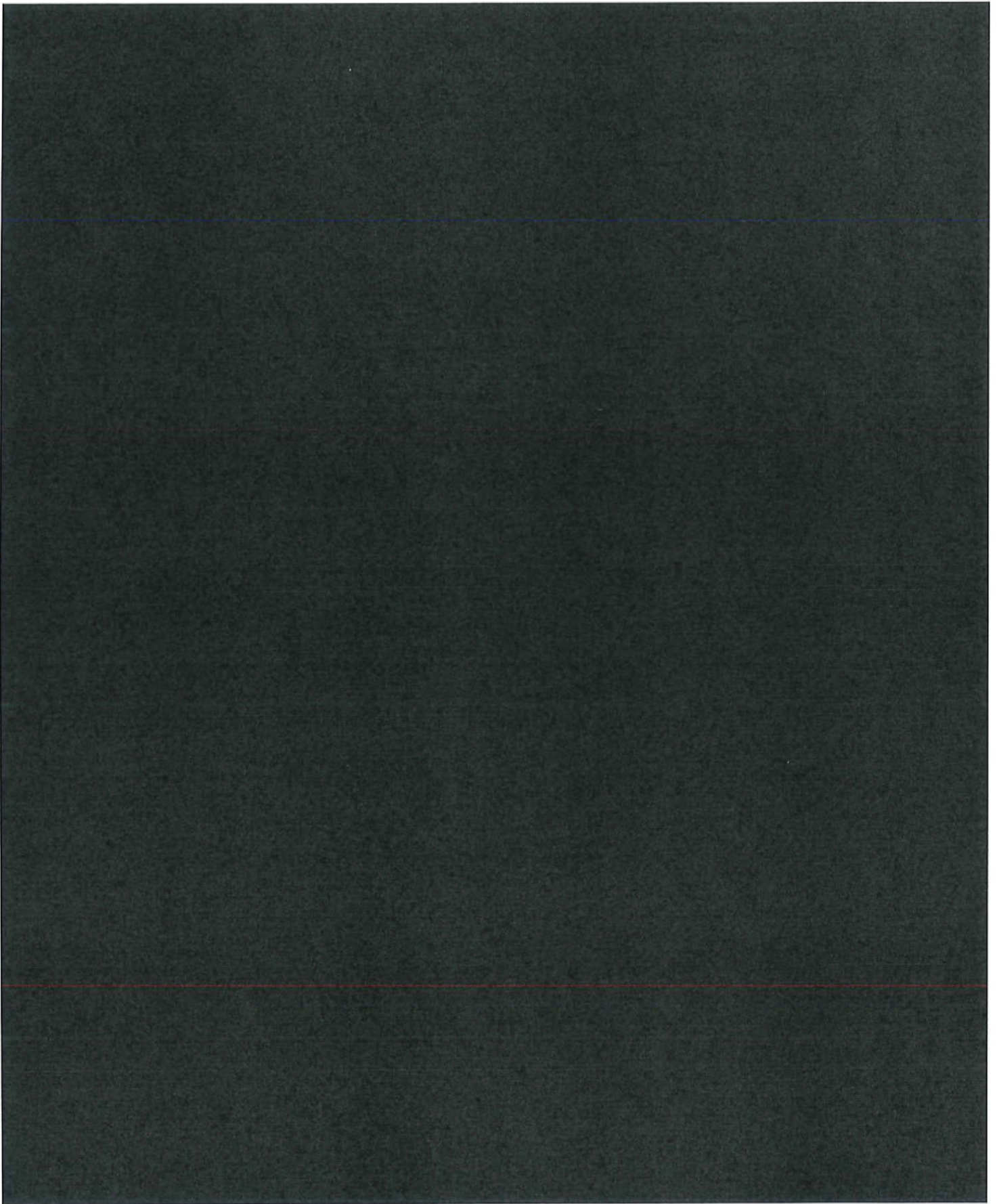




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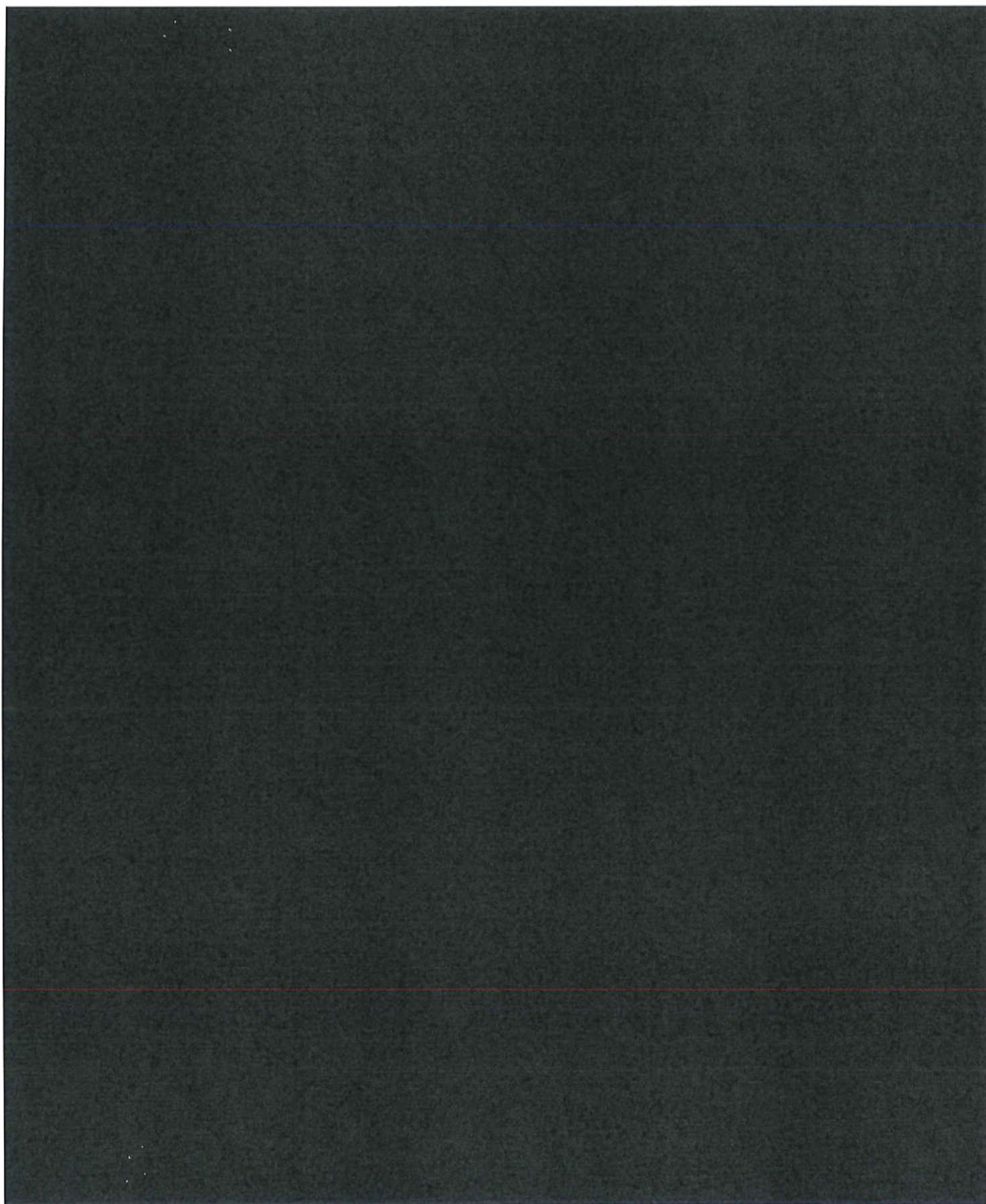




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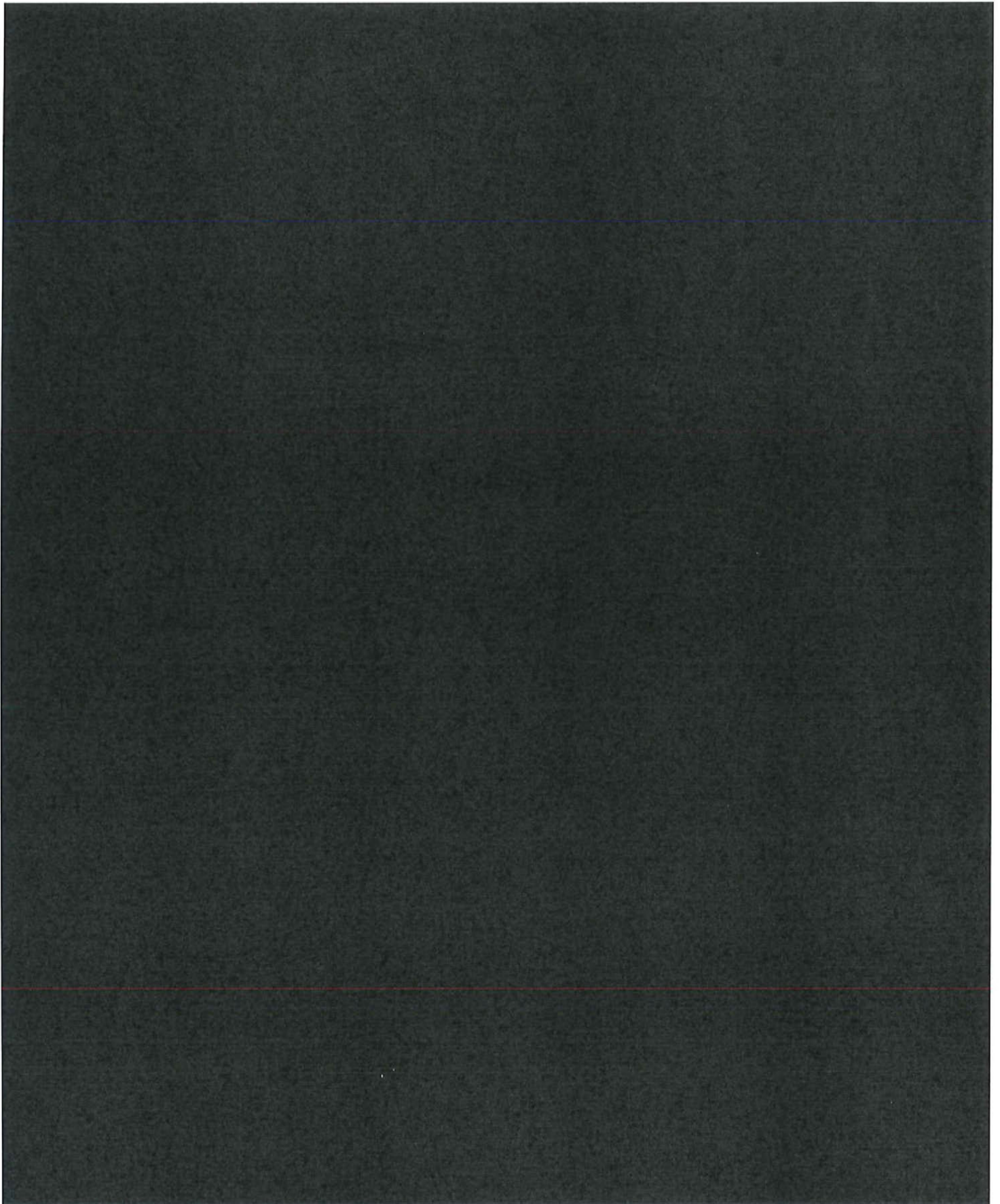


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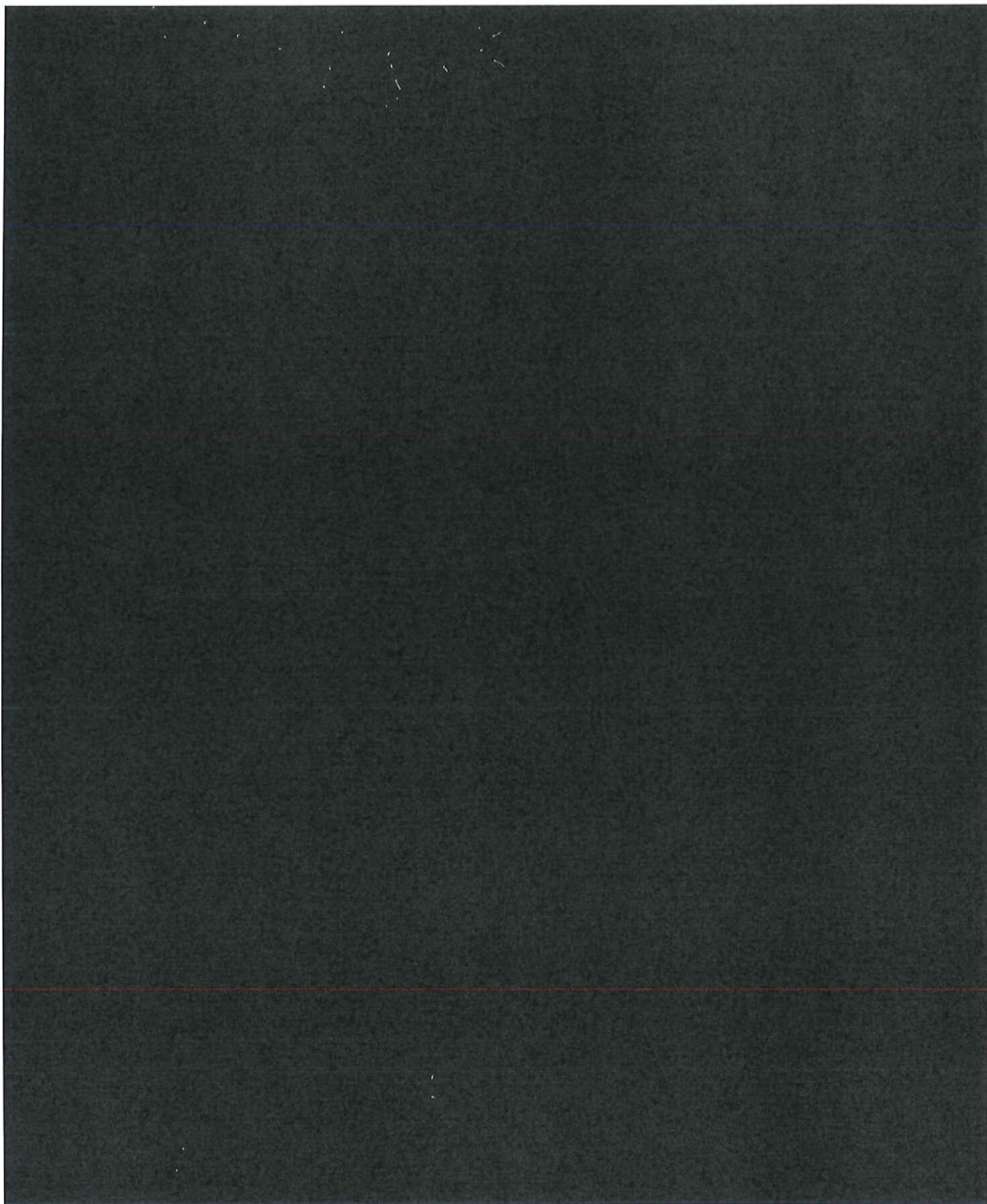
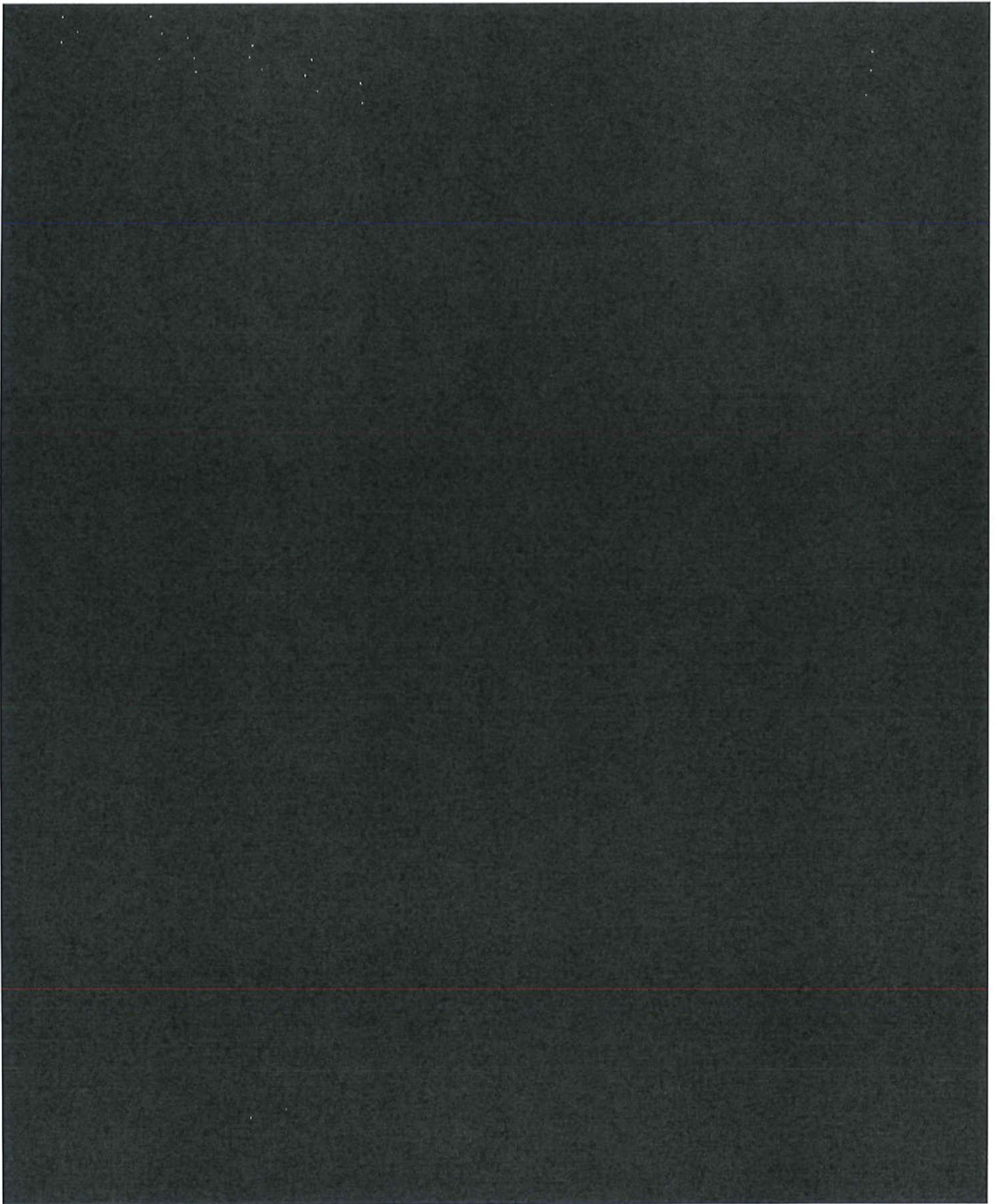
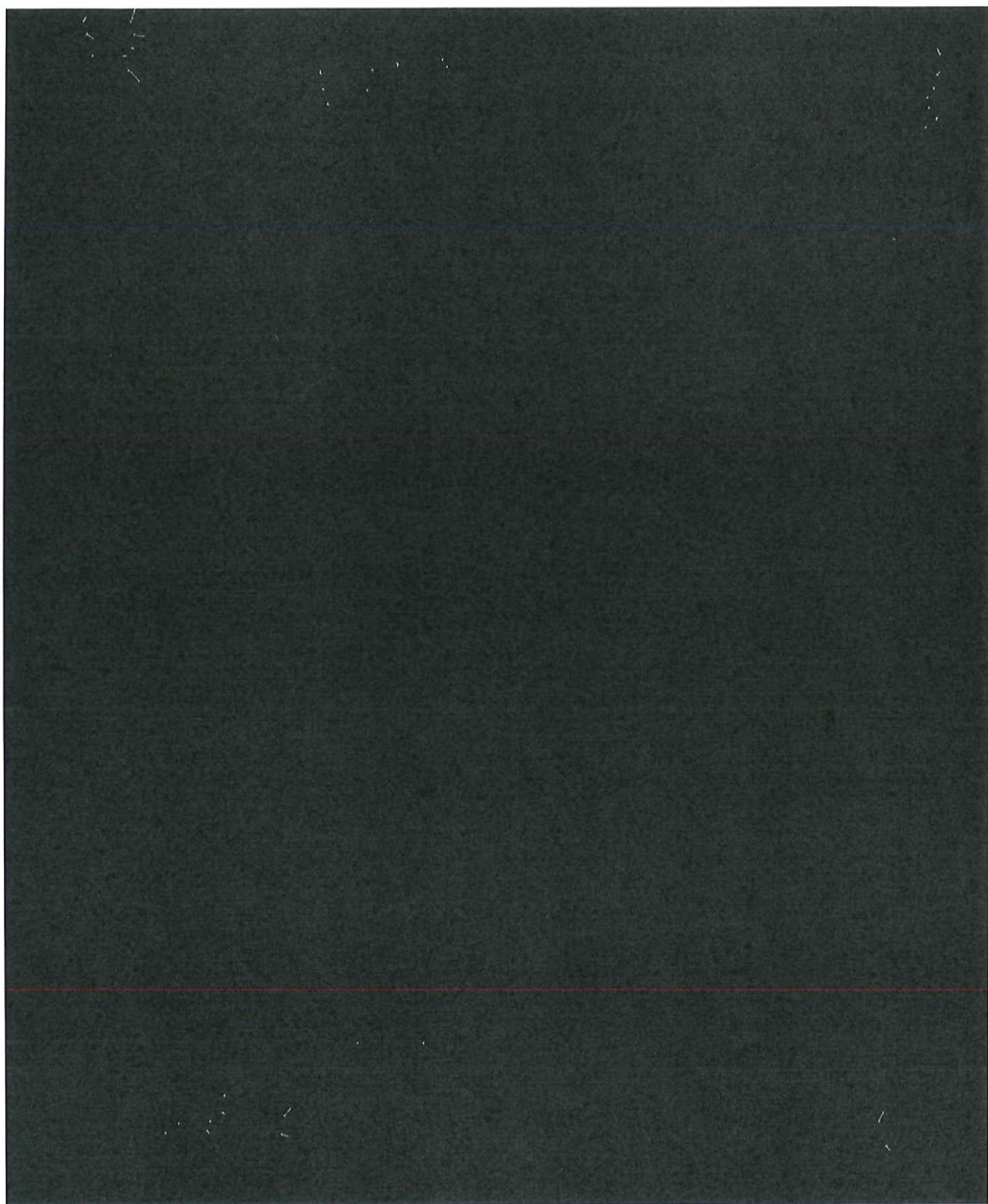


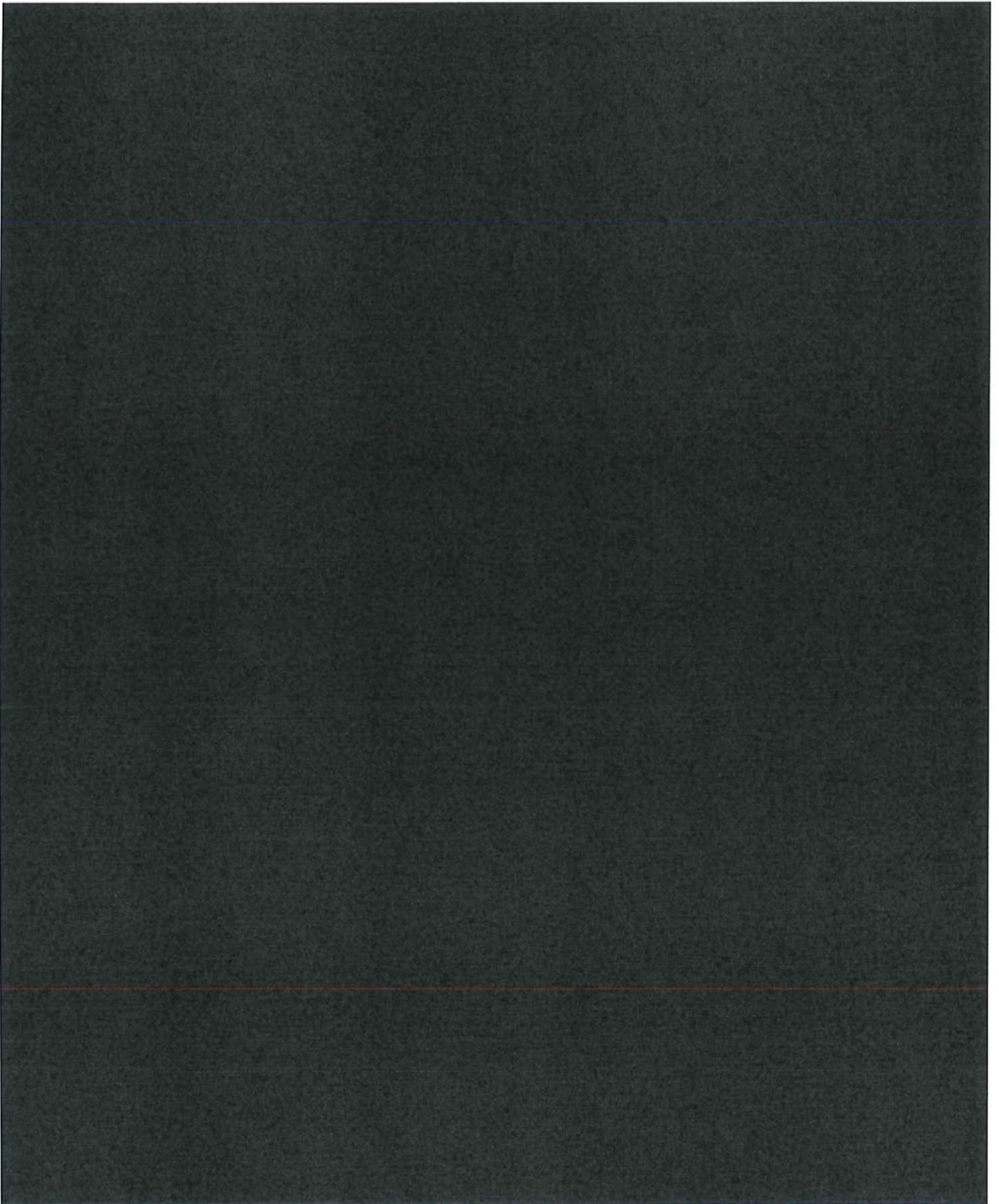


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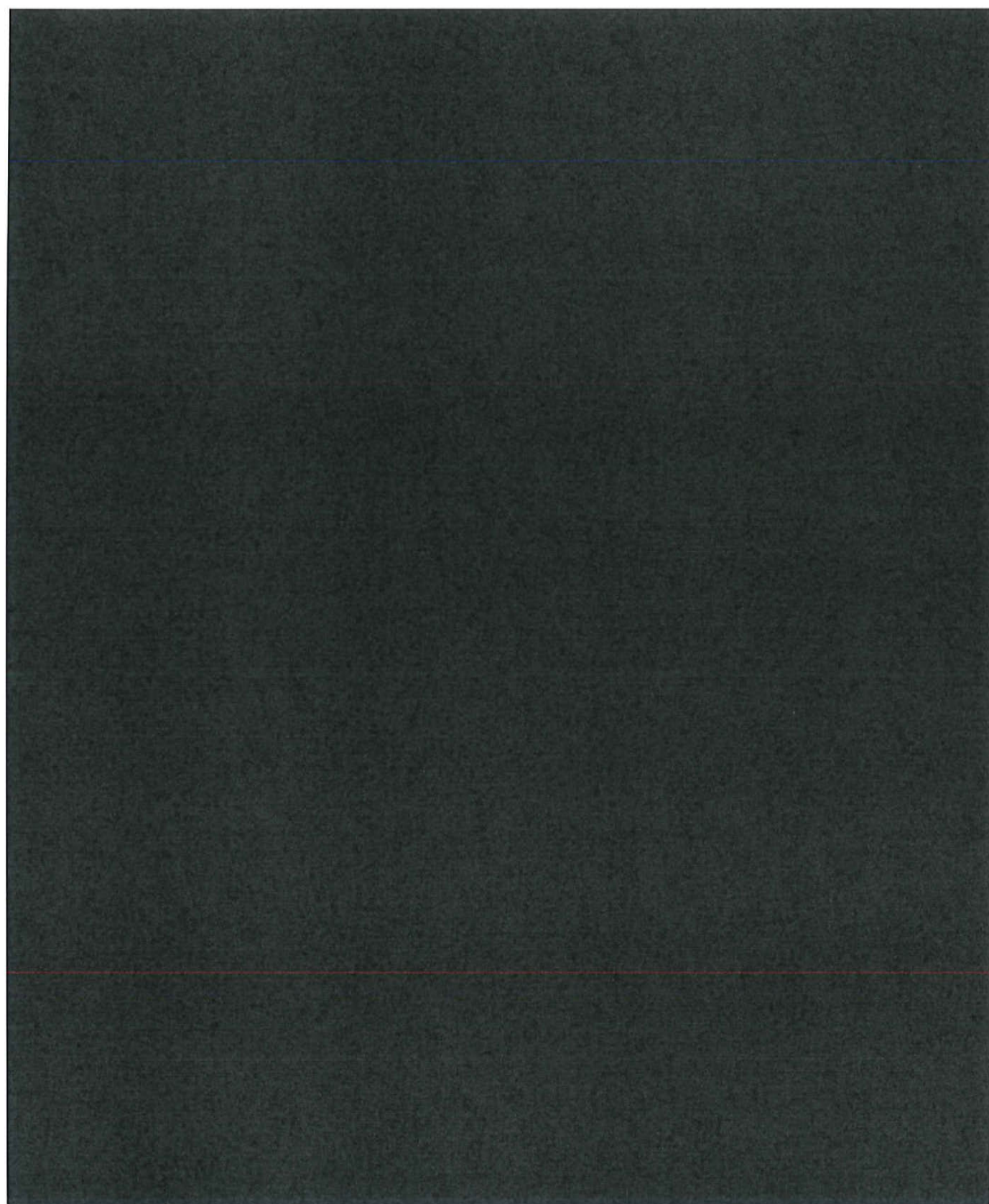


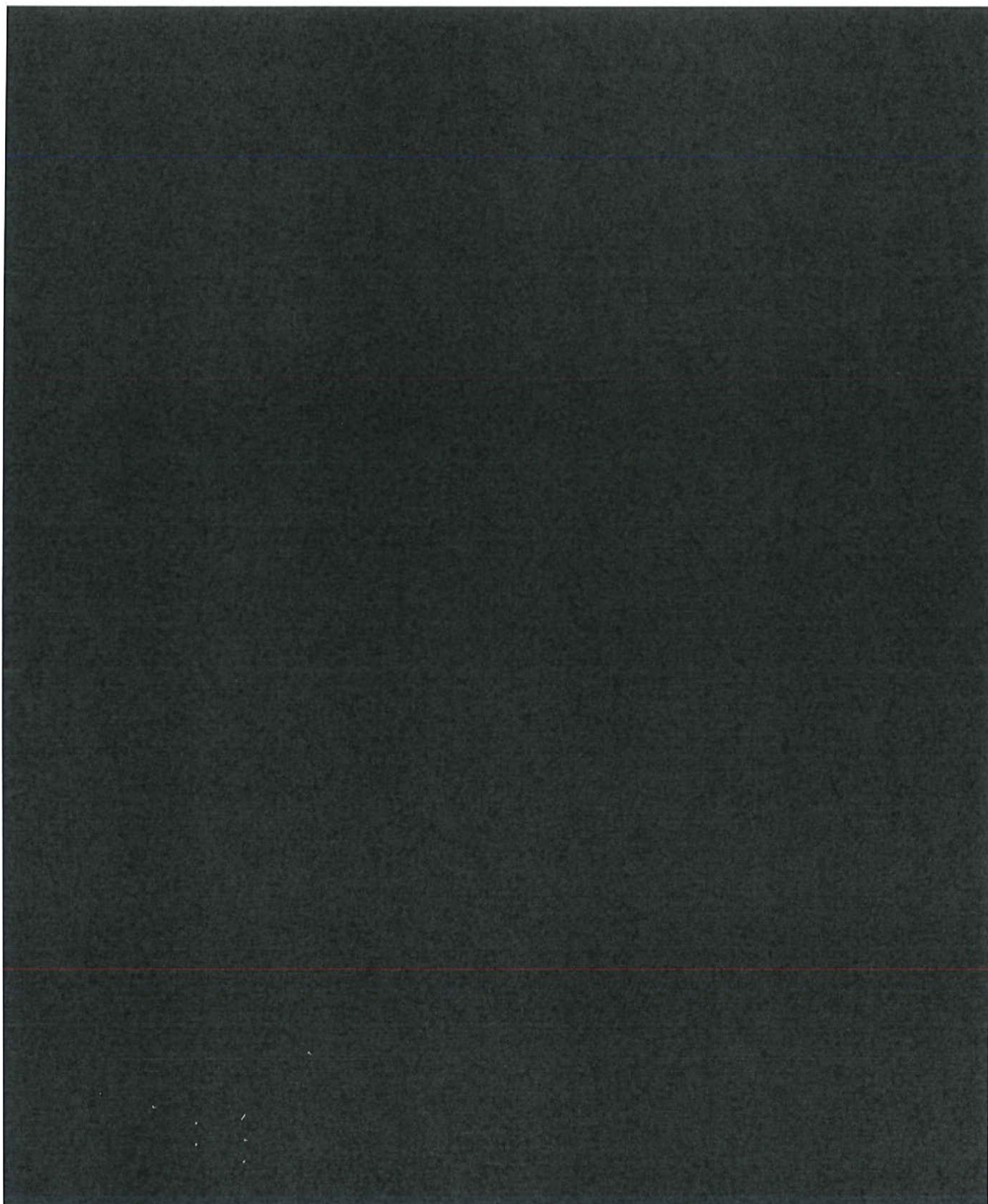




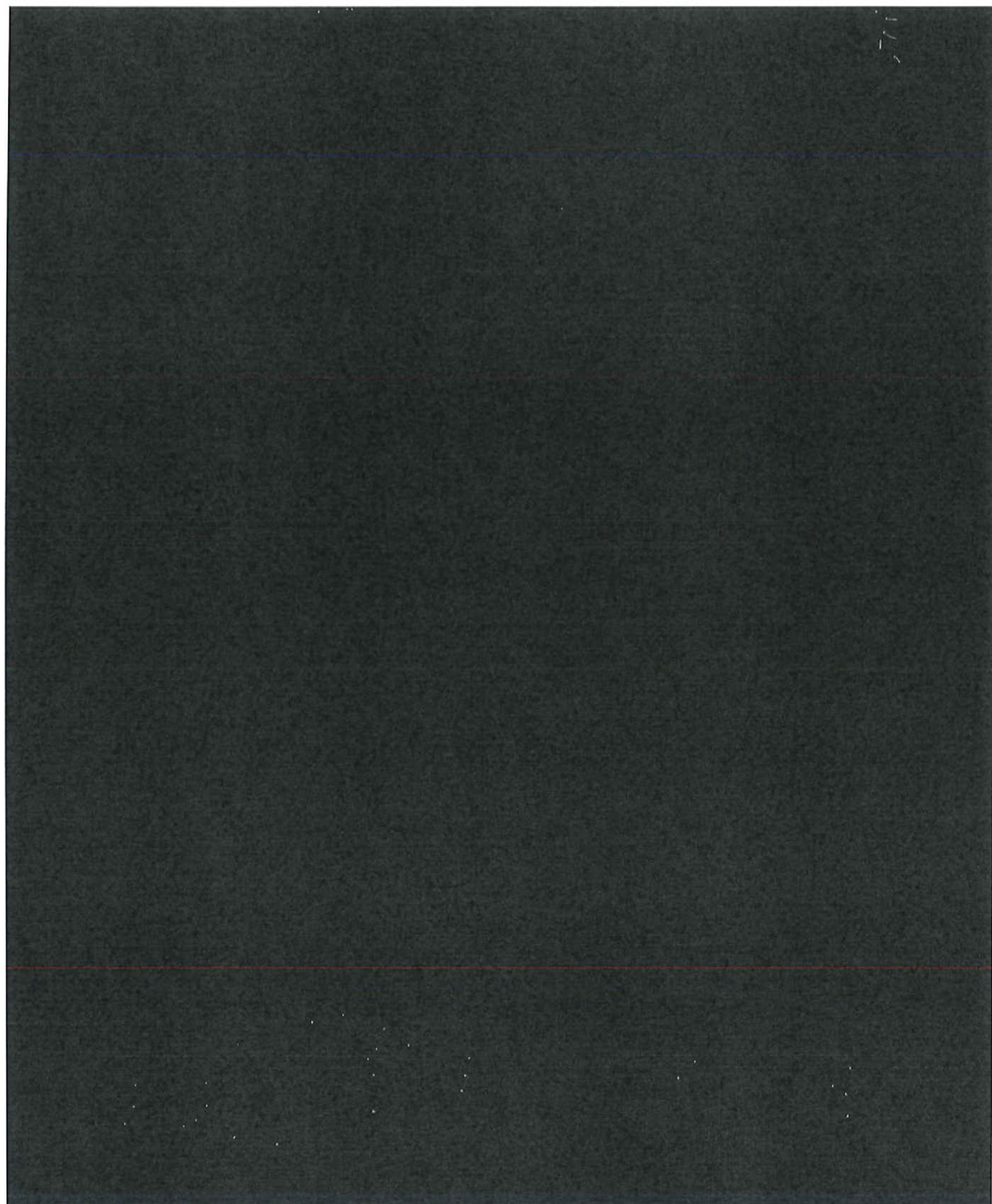




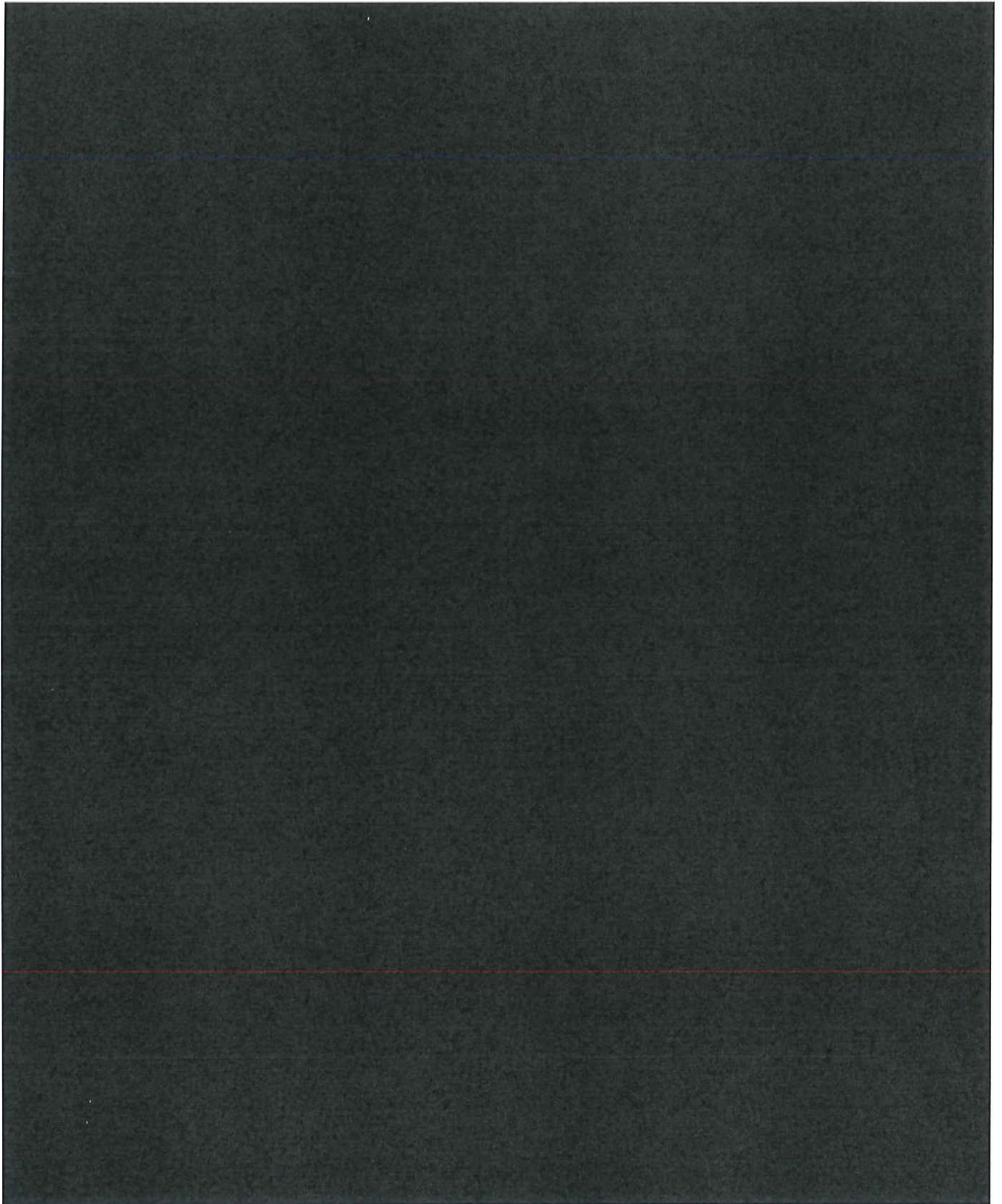








Live images of high-



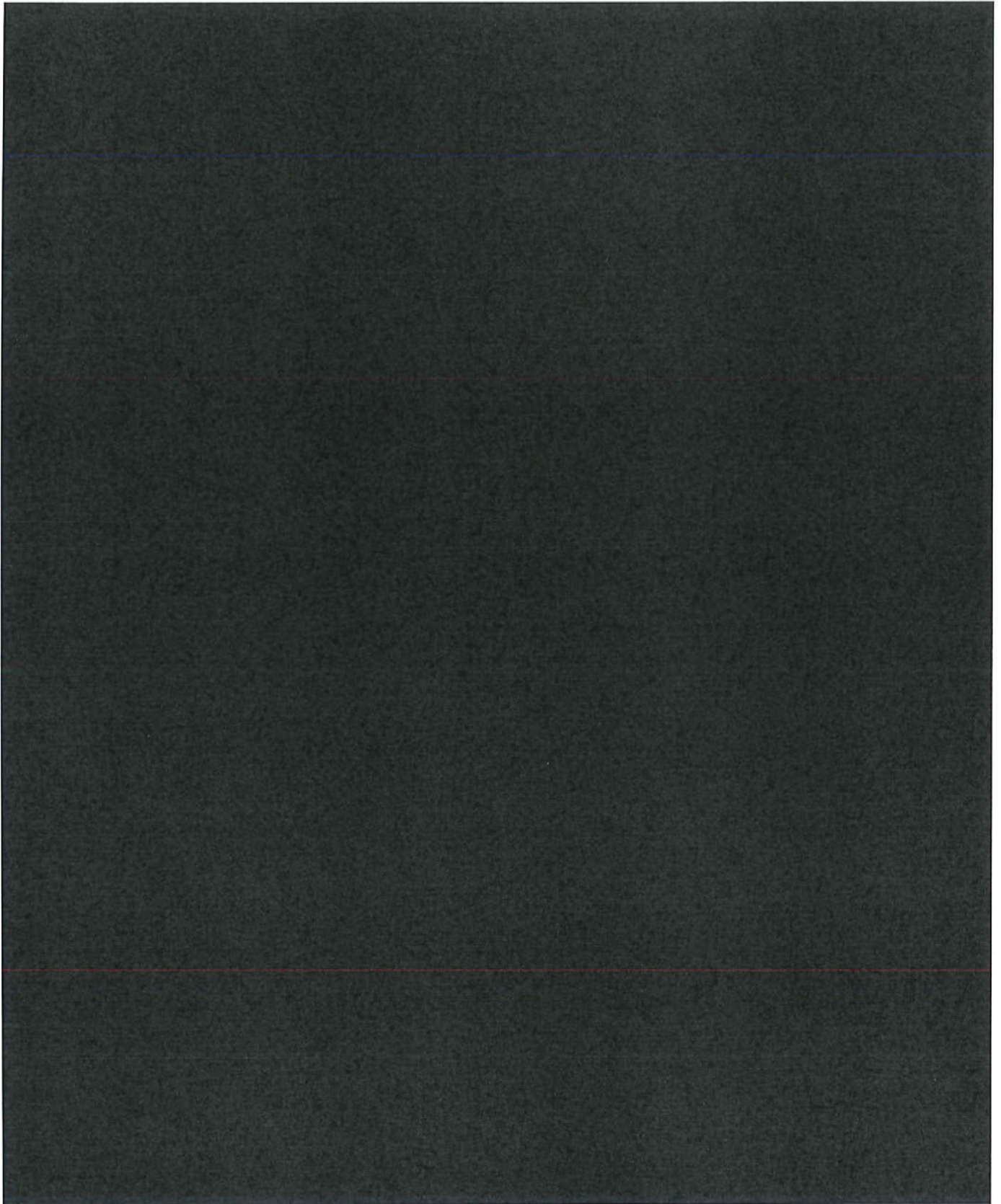


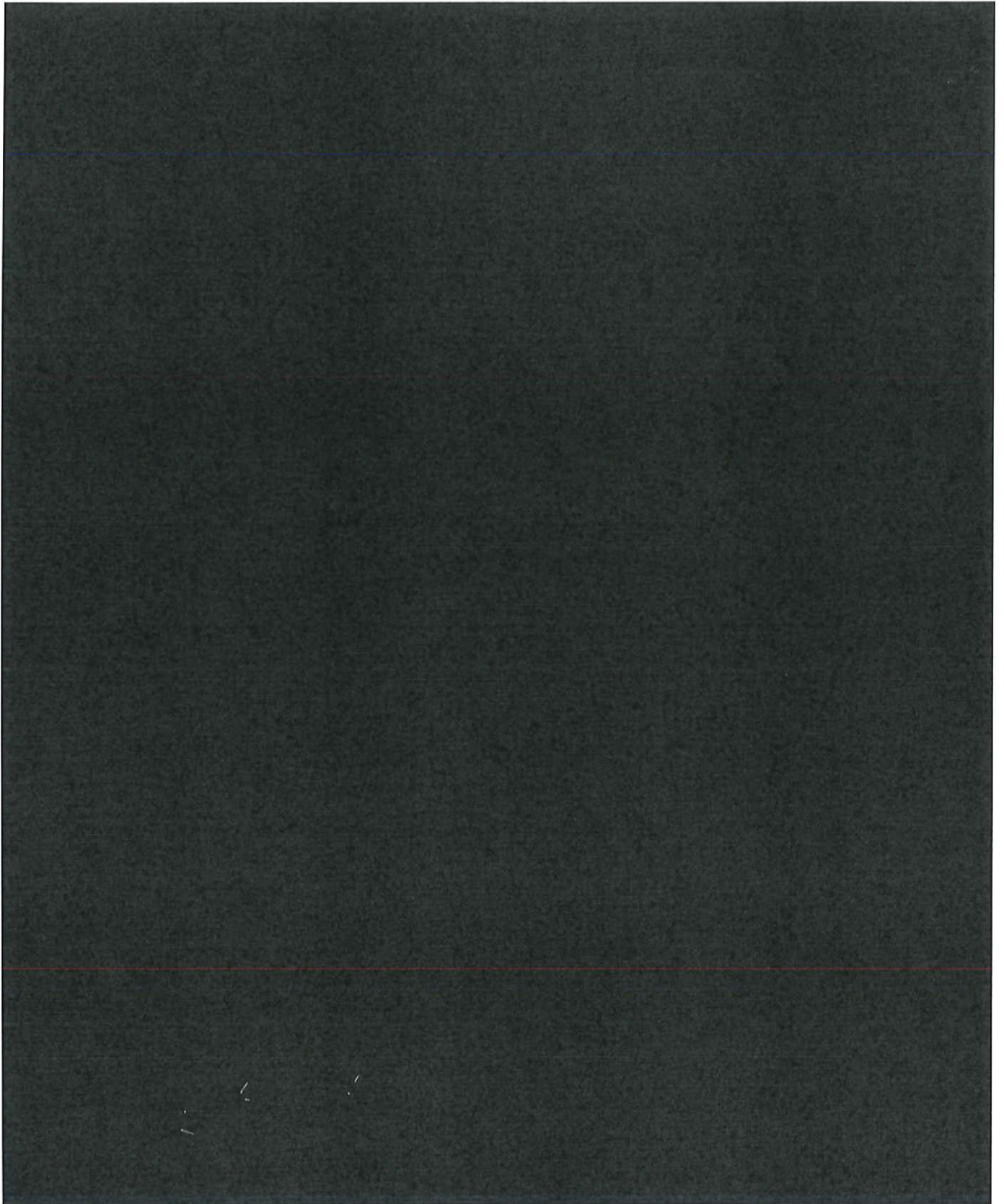
**Report generation**

- ▶ Muster list by zone or area

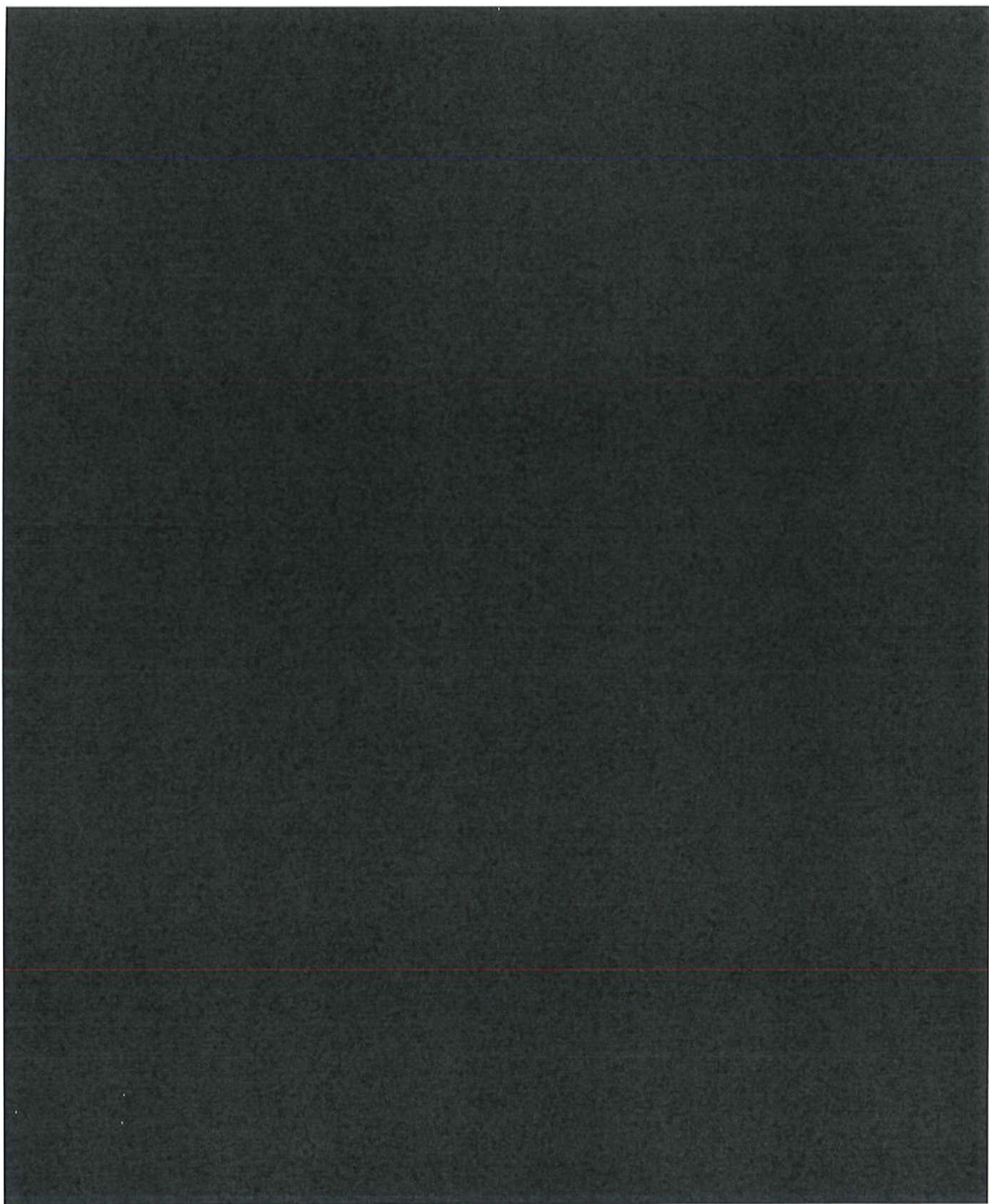
**Remote System Management**

- ▶ Direct TCP/IP connection with crossover cable

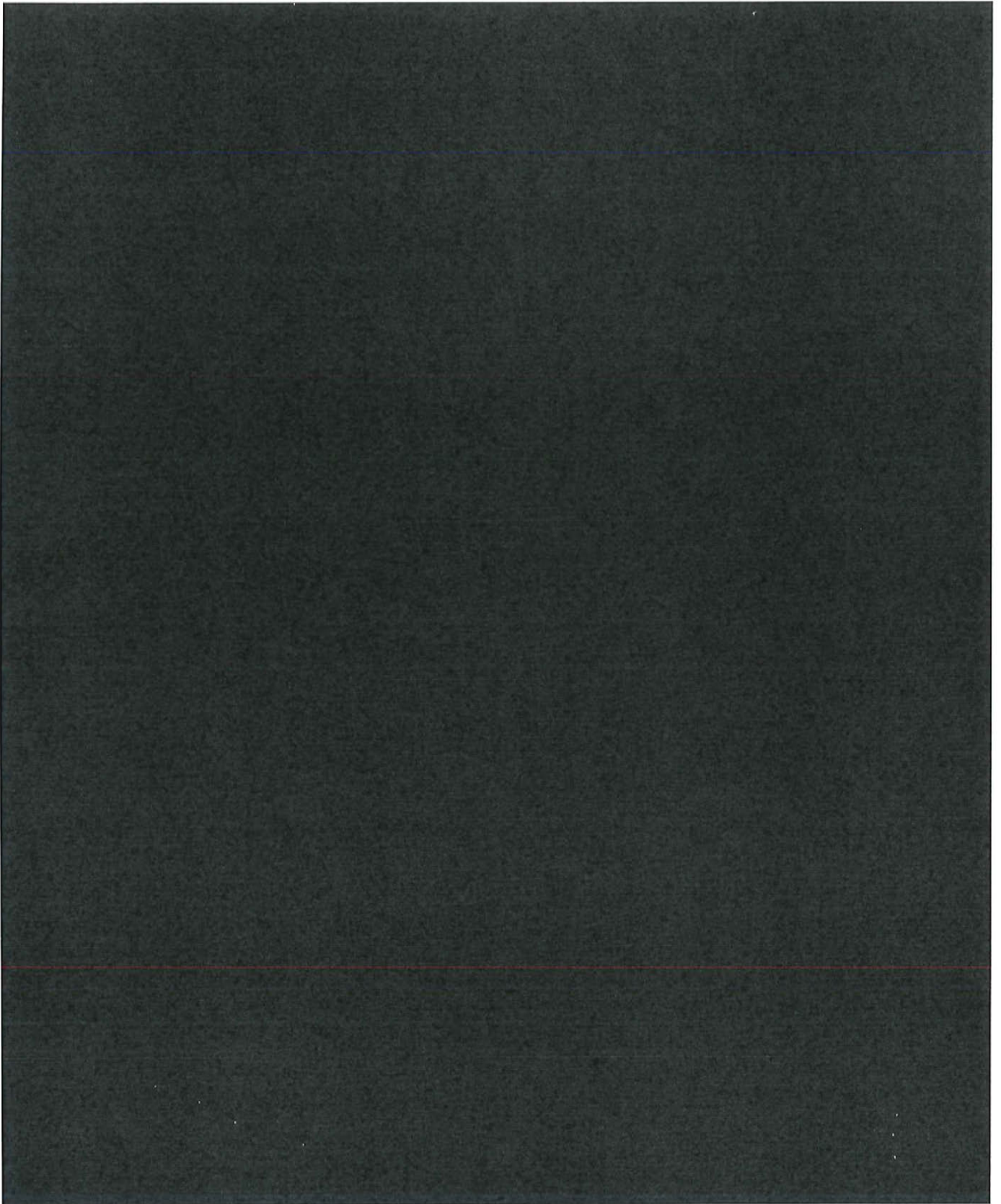




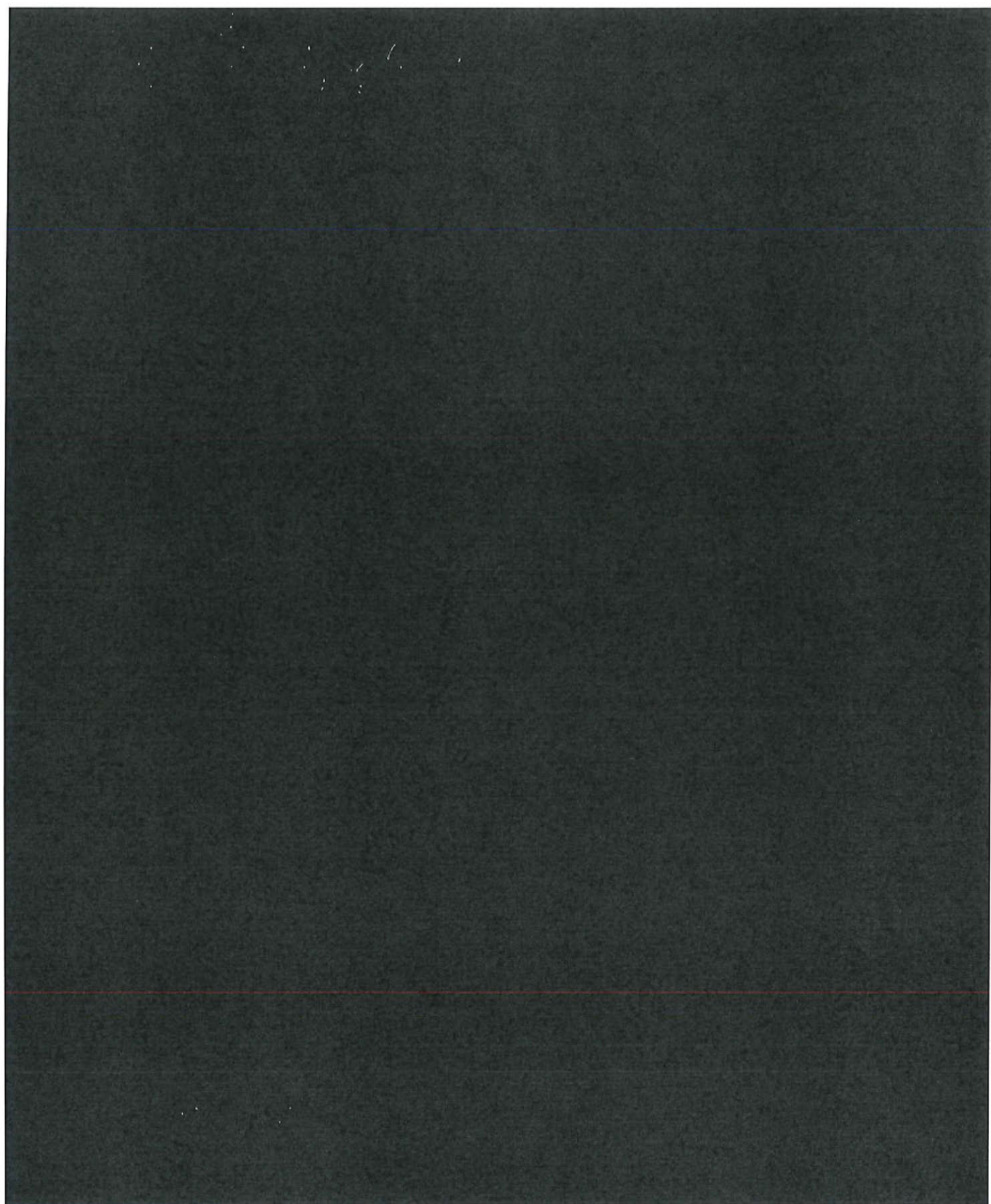




A Tradition of Quality and Innovation







## CC Exhibit E - Operations Manual

This exhibit is organized as a series of direct responses to the bullet points in the application followed by a copy of our full Operations Manual.

Throughout the direct responses you will find references to specific sections of our Operations Manual that demonstrate how we will meet the specific requirements raised by the bullet points.

The Operations Manual for Livity Compassion Center delineates both the current Standard Operating Procedures (SOPs) for cannabis cultivation at Livity, LLC, as well as the additional SOPs that will be implemented at the Compassion Center. All employees working in the Compassion Center will be trained to and must follow the policies and procedures outlined in the Operations Manual. References to “we”, “our”, “us”, the “facility”, the “compassion center” or “Livity” in this Exhibit and its attachments, refer to cultivation and/or compassion center operations and facilities, as the context dictates, of the applicant post-license merger in the event the application is approved. References to past or current operations refer to Livity, LLC cultivation operations.

In this document you will often see references to specific SOPs found in a Standard Operations Procedure Booklet. This Booklet is part of our Operations Manual, and reference to it can be found in the Table of Contents of the Operations Manual.

As mentioned in the Operations Manual, all employees will receive printed copies of the Standard Operating Procedures Booklet when they are hired as part of their employee training. All employees will also receive new copies of the Booklet following an update to any SOP.

In certain limited cases, you will also find references to sections of our Application other than the Operations Manual where answers to the listed questions can best be found.

- *Patient intake and identification checks, patient education, patient feedback/product selection, any other proposed services to be provided at the Compassion Center:*

Our patient intake can be found in SOP-P-003 in our Standard Operating Procedures Booklet.

Our policies around patient feedback/product selection can be found in the Patients section of our Operations Manual.

- *Point of sale tracking;*

Our tracking policies are described in the Inventory Tracking section of our Operations Manual, found.

Our point of sale will be managed by East Commerce, a Rhode Island financial business that currently manages the payroll for Livity LCC. East Commerce has extensive experience servicing marijuana businesses both for payroll services like ours and for point of sale systems tailored



## Exhibit E – Livity Compassion Center

specifically to businesses that distribute medical marijuana. Using a scrip transaction that mimics an ATM withdrawal, East Commerce's systems enable patients to use Visa and Mastercard credit cards to pay for medical marijuana. East Commerce's Ed Medeiros is easily accessible, and he employs eleven full time IT technicians who offer customer support.

All inventory transfers necessary for point of sale transactions will be tracked according to the Inventory Tracking policies outlined in our Operations Manual. Several SOPs in our Standard Operating Booklet reference inventory tracking as well, as described elsewhere in this document.

- *Advertising;*

Our advertising policy can be found in our Advertising section of our Operations Manual.

- *Vehicle/foot traffic impact and mitigation of community impact;*

This property was selected for a potential Marijuana Compassion Center due to its ideal adaptive reuse of a former Citizens Bank on the edge of one of seven permitted zones in Woonsocket. Nearly all of the concerns to date surrounding the proposed use are mitigated and in many cases resolved by this particular site. In addition to bringing business and new life back to an abandoned building, we feel that the consumers we attract will also benefit the many neighboring retail and service based businesses on this dense commercial corridor.

The security features of the former bank lend itself to the Compassion Center both within the building and on the site. The exterior parking lot not only offers ample parking with the ability to increase by design, but also has the security of a camera and lighting system that we feel meet the requirements of the proposed use. The set back from the street with 2 exits and entrances avoids any negative traffic impact to the neighborhood along with dense foliage screening to the east and west. Due to the size of the lot, there is also the possibility of adding further foliage screening to the residential zone abutting the rear of the lot. In addition, the drive thru facility of the building not only allows an alternative method of retail that reduces parking, but like many pharmacies offers a timely and safe solution for contact free retail during the time of our pandemic.

The building itself is already an ideal design for the retail of marijuana products with the secure separation of the Retail Floor from the Sales (Teller) & Drive Thru Counters and the ability to store product in the existing vault as well as cash in the existing safe. Furthermore, there are two separate entrances for employees and customers that respectively access the sales and retail portions of the building. The ideal wired camera and alarm security systems already exist within the building along with a monitoring room for our intended use. Beyond the addition of some glass to the retail counter for additional security and Covid measures, the site requires no build out for our purposes beyond display and shelving in the retail section.

Our Odor Mitigation Plan can be found in our Operations Manual.

Exhibit E – Livity Compassion Center

- *Packaging and labelling;*
- *Complaints;*

Both of these points are responded to in detail in the lettered bullet points below.

- *Returns/refunds; and*

Livity Compassion Center will offer full transaction cost refunds for products returned unused for any reason.

- *Product recalls.*

This point is also responded to in detail in the lettered bullet points below.

*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.*

Biographical information regarding the management team of Livity, LLC, which will be the management team of the applicant if approved, can be found in the Operations Manual.

Livity, LLC a currently licensed cultivator in the Rhode Island medical marijuana program. Pursuant to the Asset Purchase Agreement attached as Annex D, the assets and operations of Livity, LLC will be transferred to the applicant if the application is approved. In addition Jeff Foss, and Danielle Foss are both currently hold registry IDs from DBR. Jeff Foss and Danielle Foss have applied for registration renewals and will apply for any necessary registrations. Jeff Thorpe has also applied for a registry ID, as required by DBR.



## Exhibit E – Livity Compassion Center

The license number for Livity, LLC's current cultivation operation and the registration ID numbers for Jeff Foss and Danielle Foss can be found in CC Form 5 in our application. Livity LLC's cultivation registration number can also be found on the cover page of the Operation Manual and the registration ID numbers for Jeff Foss and Danielle Foss can also be found in the biography section of the Operations Manual.

*(b) A list of proposed medical marijuana varieties and product types proposed to be offered.*

A list of medical marijuana varieties and product types to be offered can be found in the Operations Manual.

Livity, LLC currently operates a licensed medical cannabis cultivation operation in Rhode Island that has gained local recognition for the superior quality of its cannabis, based on the real soil growing methods employed by master cultivator, Jeff Foss. Indeed, the natural, bioregenerative soil creation and maintenance techniques employed by Livity, LLC as well as its refusal to use any pesticides or artificial nutrient supplements, ensure that the strains grown by Livity, LLC quickly sell out as soon as they are offered to patients at Summit Compassion Center, Livity, LLC's exclusive partner since it began operations in 2018. Rhode Island patients are known to watch carefully for strains produced by Livity, LLC so they are able to purchase them before they sell out.

Through its 7 grow rooms (5 rooms for flowering, 1 room for vegetation growing, and 1 room for clones, genetics, and seed stocks) Livity has been able to provide a consistent supply of sativa, indica, and CBD dominant strains of medical marijuana.

Our staff maintains proper environmental parameters, workflow management, adherence to rules and regulations set forth by the DBR and the State of Rhode Island, and implementation of clean protocols.

Handling Practices: All staff is thoroughly trained in safe handling practices. Practices established include the proper use of Tyvek suits inside grow rooms, shoe covers, and non-latex gloves. Any staff working in direct contact with medical marijuana performs proper hand-washing prior to working directly with medical marijuana and proper donning of PPE. Should any staff become soiled they emit their PPE properly and perform hand-washing. All staff is trained to handle waste in accordance with Section 1.6.16 of 230-RICR-80-05-1. Any person whose is exhibiting signs of a medical condition such as open lesions, boils, sores, infected wounds, and microbial infections is excluded from the cultivation center until the condition clears. Staff are trained in handling toxic cleaning compounds and proper storage of such compounds in accordance with state and federal law.

Only registered staff and agents manufacture marijuana and medical marijuana products on premise.

## Exhibit E – Livity Compassion Center

If we are approved for a Compassion Center license, all dispensing operations will be conducted at our facility at 1675 Diamond Hill Road in Woonsocket, following its approval to open by DBR. All medical marijuana and medical marijuana product manufacturing will continue to take place at our existing facility on 185 York Road in Pawtucket. All transfers of product between these facilities will meet all transportation and inventory tracking protocols, as described in this document and in our Operations Manual and Standard Operating Procedures Booklet.

- (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.*

Livity Compassion Center will be committed to offering our medical marijuana and medical marijuana products for sale at reasonable rates, as determined by DBR, in accordance with R.I. Gen. Laws § 21-28.6-12(d)(2)(iii).

A description of our pricing model can be found in the Pricing section of our Operations Manual.

- (d) Any programs the compassion center would adopt to provide patients with discounted or free medical marijuana. 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.*

A description of our discount program is included in the Pricing section of our Operations Manual. It offers a blanket 10% discount on all listed product prices to a certain select class of especially needy patients.

- (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.*

An overview of our training methods can be found in the Training Methods section of the Operations Manual. This section includes the specific trainings that will be delivered to all employees, regardless of particular role, among which are included trainings related to Federal and State medical marijuana laws as well as all responsibilities of compassion center employees.

The Training Methods section can be found in of our Operations Manual, and material related to laws and regulations can be found within that section in our Operations Manual.



## Exhibit E – Livity Compassion Center

Our training program is comprised of on the site job training for all new employees, volunteers, and agents who work in the current facility, and the same standards would be met at our Compassion Center. While broad, training is also tailored to each staff member's specific role, responsibilities, and duties. This will be done in part through the maintenance of a job description or employment contract for each role in our facilities.

One of the primary goals of our training program is ensuring that all employees are aware of state confidentiality laws and adheres to them. As a Compassion Center, we will conduct ongoing training for employees in security procedures and policies, especially as it might involve intruders or other criminal activity.

Another method of ongoing training we employ is the maintenance of a personnel record for each employee, agent, and volunteer that includes their initial application as well any disciplinary actions that have occurred over the staff member's service in one of our facilities. This record will also include the dates and times employees have conducted specific training regimens, with the employee's signature and the name and title of the presenters. We keep all staff member's personnel record after they leave in secure files we aim to keep on hand for years.

Proper training and use of the Medical Marijuana Program Tracking System, particularly in Agrisoft and the emergency measure related to its use that we describe in this application. All of our manufacturing processes are described in our Operations Manuals and Standard Operating Procedures Booklet.

Our SOP-T-009 describes the procedure our employees are all trained on in case of robbery or other violent incident at any of our facilities.

Regular trainings will be conducted for employees who interact with patients at our Compassion Center in Woonsocket, if we are awarded a license. Our approaches regarding patient confidentiality and procedures for out of state patients can be found in our SOP-P-003.

We also plan to initiate there an educational series with outside speakers regarding developments in medical marijuana, including new product developments and patient trends.

*(f) How the Applicant would train all employees and licensed compassion center agents on standard operating procedures.*

As mentioned above, an overview of our training methods can be found in the Training Methods section of the Operations Manual.

We also have compiled a Standard Operating Procedures Booklet. In addition to the training methods mentioned in the Operations Manual, each employee will receive copy of our Standard Operating Procedures manual. In line with the policy referenced in our Operations Manual in the Standard Operating Procedures Revisions section, each time a revision is made to our Standard Operating Procedures all employees will receive a new printed version of our Standard Operating Procedures manual.

## Exhibit E – Livity Compassion Center

To ensure version control, revisions will be made no more than once each month unless otherwise required by law or regulations, and every new edition of the Standard Operating Procedure manual produced will have the month and year of its printing produced prominently at the top of each page of the manual.

*(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.*

As mentioned above, an overview of our training methods can be found in the Training Methods section of the Operations Manual.

Specific policies related to our efforts to ensure all employees are able to detect and prevent the diversion of medical marijuana and medical marijuana products can be found beginning in the Prevention of Theft and Diversion section of the Operations Manual.

In addition, Livity, LLC has created and been training our employees in and working from an SOP for this particular requirement since it began operations in 2018. That SOP is number T-004 and can be found in our Standard Operating Procedures Booklet.

*(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.*

Livity, LLC has created regularly updated SOPs that govern every aspect of our operations. These SOPs have served as the basis for Livity, LLC's trainings and operations since they began operating in 2018, and can be found in Livity, LLC's Standard Operating Procedures Booklet.

A specific SOP outlining our procedures for receiving medical marijuana and medical marijuana products into our facility from other licensed cultivators and producers, as well as how we will inspect these products for defects, contamination, and compliance, can be found in our Standard Operating Procedures Booklet.

*(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).*

Livity, LLC uses Agrisoft to identify and track medical marijuana and medical marijuana products at every stage of production and distribution in our facility (i.e. from seed to sale.)



## Exhibit E – Livity Compassion Center

That means the same Agrisoft usage policies employed at our current cultivation facility at 185 York Road in Pawtucket will also govern our operations regarding the movement of finished products at our Compassion Center at 1675 Diamond Hill Road in Woonsocket. That means inventory tracking in Agrisoft will be real time as products travel from the vault to patient service stations and the customer.

Through repeated usage and trainings, our staff has grown accustomed to using this software, giving us a great deal of confidence in our ability to continue to use it effectively under the increased responsibilities of a Compassion Center.

Our specific policies governing the usage of Agrisoft can be found in the Inventory Tracking section of the Operations Manual and throughout our Standard Operating Procedures manual. The specific SOPs that address our usage of Agrisoft are:

- SOP-G-003
- SOP-G-004
- SOP-G-007
- SOP-G-008
- SOP-T-002
- SOP-T-005
- SOP-T-007
- SOP-T-008
- SOP-P-001

Our specific policies regarding how to track inventory in case we do have access to Agrisoft for any reason can be found in the Emergency Inventory Tracking section of the Operations Manual. These protocols are also referenced in each of the relevant above mentioned SOPs in our Standard Operating Procedures manual.

Further, as noted in SOP-T-005, all of our transportation to any other Compassion Center for any reason will be accompanied by a physical hard copy manifest. The specific components of that manifest are delineated in SOP-T-005. Similarly, SOP-T-008 calls for the receipt of a physical manifest with the same components each time we receive medical marijuana and/or medical marijuana products from other licensed suppliers.

Agrisoft will also be the basis for all inventory tracking and necessary transaction tracing at the Compassion Center. The previously mentioned sections in our Operations Manual and SOPs cover our operations in regards to cultivation, processing, and proposed dispensing operations in relation to the operations of a Compassion Center.

*(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;*

## Exhibit E – Livity Compassion Center

3. *Create a label with the unique identifier and batch number; and*
4. *Securely attach the label to each unit/product.*

As mentioned, Livity, LLC currently use the Agrisoft system. In addition, Livity, LLC employs several staff members with hours of training and many hours of experience using Agrisoft. With two years of experience creating and delivering medical marijuana products under state mandated protocols, we are very confident in our ability to manage this system in the environment of a Compassion Center.

Furthermore, our specific policies for creating new medical marijuana products in the Medical Marijuana Program Tracking System can be found throughout the appropriate sections of our Operations Manual, such as Propagation or Packaging.

In our Standard Operating Procedures Manual, the specific SOPs that address product creation are:

- SOP-G-003
- SOP-G-007
- SOP-G-008
- SOP-T-002
- SOP-T-008
- SOP-P-001

*(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.*

Our policies in regard to discrepancies are outlined in the Packaging and Transportation sections of the Operations Manual. The procedures are outlined in SOP-P-001, SOP-T-005, and SOP-T-008 in our Standard Operating Procedures manual.

Please note our special attention to the need to alert DBR and municipal and/or state law enforcement within twenty-four (24) hours of noting a discrepancy in the quantity of medical marijuana products received in any shipment and the quantity described in the transport manifest, found in SOP-T-008.

*(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.*

Our specific policies regarding quarantine can be found in the Quarantine section of our Operations Manual and in SOP-Q-001 in our Standard Operating Procedure booklet.



Exhibit E – Livity Compassion Center

*(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.*

Our specific policies regarding recall can be found in the Recall section of our Operations Manual and in SOP-Q-002 in our Standard Operating Procedure booklet.

*(n) How the Applicant will hold medical marijuana and medical marijuana products in secure and segregated storage.*

Livity LLC's existing cultivation facility is equipped with multiple vaults, as well as security systems that exceed state regulatory requirements. Our senior management has been trained by David Rotondo, an expert security consultant, on how to use all our security systems, and senior management has in turned trained all staff. The proposed site for our Compassion Center is a former bank with two existing heavy metal vaults, as well as an existing security camera system that meets or exceeds state regulatory requirements for a Compassion Center. (More information about our existing security systems and our security plan is available in Exhibit D – Security and Safety Plan.)

Our specific policies regarding storage of medical marijuana and medical marijuana products can be found in the Product Storage section of our Operations Manual. Procedures for ensuring proper storage of medical marijuana and medical marijuana products can also be found in SOP-T-007 in our Standard Operating Procedures booklet.

Other SOPs that reference storage procedures are:

- SOP-T-005
- SOP-P-001

*(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.*

All complaints regarding medical marijuana and adverse events will be managed by our compliance manager.

Specific policies related to complaints can be found in the Complaints section of the Operations Manual.

*(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.*

Our specific policies related to preventing transportation of medical marijuana or medical marijuana outside of the state of Rhode Island can be found in the Prevention of Theft and Diversion section of our Operations Manual. Procedures to prevent transportation out of state can be found in SOP-T-004 in our Standard Operating Procedures booklet.

Procedures to prevent receipt of any medical marijuana or medical marijuana products from outside of the state of Rhode Island can be found in SOP-T-008 in our Standard Operating Procedures booklet.

- (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.*

Our specific policies regarding employee reporting of a health condition can be found in the Cleaning and Sanitation section of our Operations Manual. Procedures for managing and reporting of an employee with a personal health condition can be found in SOP-P-002 in our Standard Operating Procedures booklet.

- (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.*

Our policies and procedures regarding segregated storage are referenced in the quarantine section of this document.

Our policies regarding disposal can be found in the Disposal section of our Operations Manual. Procedures for managing disposal can be found in SOP-T-006 in our Standard Operating Procedures booklet.

- (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.*



## Exhibit E – Livity Compassion Center

Our policies regarding packaging can be found in the Packaging section of our Operations Manual. Procedures for managing packaging can be found in SOP-P-001 in our Standard Operating Procedures booklet.

These procedures include specific steps that need to be met to ensure that packaging is not attractive to children, that any products that include allergens contain allergen warnings on the packaging, and all other requirements related to the bullet points above.

In particular, these procedures reference our plan to package all products in black, non-descript, child-resistant polymer bags. An example image of such a package can be found in SOP-P-001.

*(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.*

Included in this exhibit please find our COVID-19 Action Plan and Control Plan.

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## COVID-19 Control Plan: Template

An organization must develop a written COVID-19 Control Plan outlining how its workplace will prevent the spread of COVID-19. A business/organization may fill out this template to fulfill the requirement that it complete a COVID-19 Control Plan. If you have questions, please ask them by emailing: [planquestions@reopeningri.com](mailto:planquestions@reopeningri.com)

This plan **does not** need to be submitted to a state agency for approval but must be retained on the premises of the business and must be made available to the Rhode Island Department of Health (RIDOH) in the event of an inspection or outbreak.

### Covid-19 Control Plan

Name of Business: Livity

Address: 185 York Ave, Woonsocket, RI

Other corporate info, if applicable: Addl location at 1675 Diamond Hill Road, Pawtucket, RI

Owner/Manager of Business and contact info: Danielle Foss 401-524-2001 [dfoss@livityllc.net](mailto:dfoss@livityllc.net)

HR Representative and contact info: Danielle Foss 401-524-2001 [dfoss@livityllc.net](mailto:dfoss@livityllc.net)

**Face masks and coverings.** To ensure employees comply with face covering requirements, you have (check the boxes to certify):

- ☒ Informed employees of the requirement to wear facemasks unless an employee and/or visitor can easily, continuously, and measurably maintain at least six (6) feet of distance from other employees and/or visitors for the duration of his or her work and/or time in a building.
- ☒ Procured cloth masks (or surgical masks) for all employees.
- ☒ Distributed cloth face masks (or surgical masks) to all employees who need one at no cost and have a plan to distribute additional face masks as the need arises (i.e. in the event of loss or damage).
- ☒ Informed employees of the need to clean their facemask between uses, or to dispose of it between uses (if disposable).
- ☒ Implemented other procedures. Please describe them here (and attach extra pages if needed):  
~~We have purchased and keep in stock sufficient PPE for all employees to wear at all times while they are working in our facilities.~~

**Social distancing and organizing personnel.** To meet social distancing requirements, you have (check the boxes to certify):

- ☒ Implemented staff management policies to reduce the number of employees in the workplace at the same time (e.g. using telework, flexible work hours, staggered shifts, organization of work crews into "pods" or "teams" to mitigate cross-team exposure, or expanding work hours.) Please describe these policies here (and attach extra pages if needed):

~~Our employees work in specific teams to mitigate cross-team exposure.~~



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- ☒ Adjusted meeting, conference, and social gathering policies to comply with the requirements RIDOH has published on gathering sizes and gathering size restrictions outlined in active executive orders and communicated these limitations to employees. (Please retain a copy of this communication or communications.)
- ☒ Designate 6' spacings in high traffic areas to ensure that employees and customers maintain six feet of distance between themselves.
- ☒ Distributed social distancing instructions to employees and posted social distancing instructions/signage for visitors and customers. (Please retain a copy of this communication or communications.)
- ☒ Modified workspaces to allow for six feet apart between employees. Please describe your approach here (attach extra pages if needed):  
Our workspaces are organized such that is already possible for employees to maintain 6 foot distance at all times.
- ☒ Documented where social distancing may not be possible and outlined mitigation measures for these circumstances. Please describe your approach here (attach extra pages if needed):  
See extra pages
- ☒ Made plans to address carpooling practices or shared vehicles, such as company cars or delivery vehicles (if applicable).
- ☐ Implemented other procedures. Please describe them here (and attach extra pages if needed):  
\_\_\_\_\_  
\_\_\_\_\_

**Responding to a positive case or outbreak.** To ensure proper management of a positive COVID-19 case or outbreak, you have (check the boxes to certify):

- ☒ Agreed to call RIDOH immediately upon being informed of a positive case amongst your workforce at 401-222-8022, or 211 after hours, so they can assist in contact tracing and provide further instruction.
- ☒ Developed a COVID-19 sick policy and communicated it to employees. (Please retain a copy of this communication or communications.)
- ☒ Assigned a minimum of one representative to work with RIDOH on testing employees, contact tracing, case investigation, isolation and quarantine, and any other follow-up related to outbreak containment. Please identify that representative here and update this information on this form when it changes:  
Danielle Foss 401-524-2001 dfoss@livityllc.net
- ☒ Prepared your company to respond to a positive case or outbreak in the workplace by, for example:
  - ☒ Reviewing the general business guidelines with personnel and agreeing to call RIDOH in the case of an outbreak or positive case.
  - ☒ Ensuring sick policies accommodate any quarantine or other directed isolation of the personnel "team" or "pod" in which a positive case is located.

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- ☒ Closing a portion or entirety of the workspace for a thorough cleaning.
- ☐ Implementing other procedures (attach extra pages if needed):  
\_\_\_\_\_  
\_\_\_\_\_

- ☒ Describe your plan for managing employees, including other employees in a "team" or "pod," if or when a coworker tests positive for COVID-19 (and attach extra pages if needed):  
  
\_\_\_\_\_

~~See extra pages~~ \_\_\_\_\_

**Minimizing access by COVID-19-positive or symptomatic individuals.** To ensure that COVID-19-positive or symptomatic individuals have minimal access to the workplace, you have (check the boxes to certify)

- ☒ Communicated with employees the need to stay home if they test positive for, have been exposed to, or have symptoms of COVID-19. (Please retain a copy of this communication or communications.)
- ☒ Established screenings that can be conducted verbally, by app, by phone, or by another method of the employer's choosing including, if necessary, the posting of an informational poster that communicates the screening requirements. Describe your company's screening process and the communications that have been issued to employees instructing them to stay home if they test positive for, have been exposed to, or have symptoms of COVID-19:  
\_\_\_\_\_

~~See extra pages~~ \_\_\_\_\_

- ☒ (Optional) chosen to supplement screening questions with temperature checks.
- ☐ Implemented other procedures. Please describe them here (and attach extra pages if needed):  
\_\_\_\_\_  
\_\_\_\_\_

**Communication with employees.** To make sure you and your employees have a shared understanding of how to operate during Rhode Island's phased reopening, you have (check the boxes to certify):

- ☒ Shared information with your employees to remind them of the requirement to stay home if they are sick and inform them of sick-time policies.
- ☐ Posted signs or posters describing the business' rules for wearing of masks, social distancing of six feet between parties, and specifying, at the entrance of facilities, that sick individuals should stay home.
- ☒ Determined the steps you will take upon learning of an employee who has tested positive for COVID-19, including how you will work with RIDOH to identify which other employees will need to be quarantined and how you will communicate this information to the other employees while respecting health privacy laws.
- ☒ Communicated this information to your employees in their preferred language or easiest mode of communication. (Please retain a copy of this communication or communications.)
- ☒ Discussed with or distributed information to employees about how the company will address employee concerns. (Please retain a copy of this communication or communications.)



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- ☐ Implemented other procedures (please describe them.)

**Cleaning and decontamination.** To ensure proper cleaning and decontamination of the workspace, you have (check the boxes to certify):

- ☒ Instructed workers to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes, after cleaning, after removing gloves (where applicable), and after using the restroom.
- ☒ Made hand-washing facilities with soap and running water available to employees and visitors/customers, or will be providing hand-sanitizer (with at least 60% alcohol content) that can be used for hand hygiene in place of soap and water (sanitizer is an option only if hands are not visibly soiled.)
- ☒ Developed procedures for monitoring the supply of soap and/or hand-sanitizer, and replenishing it as needed.
- ☒ Made a plan for or arranged for cleaning of the business establishment at least once per day. In addition, made a plan to comply with RIDOH regulations and CDC guidelines. Please describe your plan for such cleaning here (and attach extra pages if needed):

~~All our facilities are cleaned once per day by a professional cleaning crew~~

- ☒ Implemented new procedures to ensure cleaning and disinfecting of work surfaces, including equipment, tools and machinery, delivery vehicles and areas in the work environment, including restrooms, break rooms, lunch rooms, meeting rooms, and drop-off and pick-up locations in compliance with CDC guidelines. Please describe your procedures here (and attach extra pages if needed):

See extra pages

- ☐ Implemented other procedures. Please describe them here (and attach extra pages if needed):

**Industry-specific guidance.** To ensure that you have reviewed and will operate in accordance with the guidance that is being issued regarding your particular business/organization's industry or category, you (check the boxes to certify):

- ☒ Have reviewed the specific guidance for Offices & other industry/setting on [www.reopeningri.com/](http://www.reopeningri.com/)
- ☒ Will consult <http://www.reopeningri.com/>, the RIDOH website, and Governor's Executive Orders on a weekly basis or whenever notified of the availability of new guidance for your industry/category/business
- ☒ Will stay in touch with Rhode Island Cannabis Association industry association(s) or chamber(s) of commerce regarding your industry's guidance or pledge pertaining to business operations (please fill in the name of at least one industry association or regional RI chamber of commerce).

Social distancing may not be possible when employees are checking in patients and distributing medicine to patients at our Compassion Center at 1675 Diamond Hill Road. In these situations employees will wear face masks and gloves, and plastic barriers will be installed at all customer service stations to create an additional barrier between employees and patients.

If a member of a team tests positive for COVID-19 that employee and all members of the team will be asked to quarantine at home for 10 days.

We take the temperature of all employees before they enter the building. Anyone who has an elevated temperature is asked to go home and may not return to our facility before taking a COVID-19 test that is negative.

We have updated our SOP-P-002 Standard Operating Procedure for Cleaning and Sanitation with additional information related to COVID-19 and such updates are now in our current version of our Standard Operating Procedure booklet.



**LIVITY LLC**  
**COVID-19 DETAILED ACTION PLAN**

Coronavirus preventive measures:

All employees must only work if they are not presenting symptoms of illness (i.e, cough, runny nose, fever, difficulty breathing).

**Sick leave:**

- If you're feeling sick, leave the office immediately and stay at home until you're completely asymptomatic. Common COVID-19 symptoms are coughing, difficulty breathing and fever, but we ask you to use your sick leave even if you have the slightest symptoms in order to prevent potential infection in the workplace.
- If you are diagnosed with COVID-19, You can return to the facility only after you've fully recovered, with a doctor's note confirming your recovery.

**Travel:**

There is not travel permitted at this time foreign or domestic.

**Visitors:**

There is no visitation allowed into the facility at this time.

**Number of personnel:**

To keep with the Governors request of groups of 5; at this time only the same 5 employees will be allowed to work in this facility.

**Hygiene:**

We're already cautious when it comes to hygiene, but in times like these, we ask you to ensure you follow these official guidelines:

- Wash your hands regularly throughout the day for at least 20 seconds at a time.
- Avoid touching your face – especially eyes, nose, and mouth with your hands.
- Cover your mouth with your elbow when you cough or sneeze.
- Wipe down all work surfaces multiple times a day with hospital grade disinfectant wipes.
- Follow social distancing of 6ft apart
- Employees are provided with cloth masks and are required to utilize them during their work time.

### **Livity LLC Commitment to health:**

We are a very small company and the health of our employees and facility is of the utmost importance. All our employees and owners have committed to only working in the facility and going home; only going out for essential items and wearing a mask during essential trips. We all have a strong focus on building and maintaining a healthy immune system. Our commitment to health allows us to continue to grow medicine for our community.

### **Update 11/30/2020:**

#### **In accordance with Governor's Executive Orders (Two Week Pause):**

- CDC handwashing guidelines have been posted at all wash stations.**
- A temperature log and temperature gun are located at point of entry; all employees and guests must check their temperature and log it prior to starting their workday.**
- Hand sanitizer has been provided along with masks; employees will be wearing masks when working in close contact with one another.**
- Employees have been instructed that if they are not feeling 100% to not enter the facility at all.**
- All work surfaces, shared surfaces, and door handles will continue to be wiped multiple times throughout the work day.**





## OPERATIONS MANUAL

This document contains confidential and proprietary information of Livity LLC and Livity Compassion Center. No disclosure or use of any portion of these materials may be made without the express written consent of Livity LLC and Livity Compassion Center.



## Management Biographies

**Danielle Foss** President, Treasurer and Board Member

Danielle graduated from Bishop Keough High School in 2002, where she was the Class President her senior year and the winner of a Presidential Achievement award.

Soon after she earned two associates degrees from the Community College of Rhode Island in both Law Enforcement and Dental Hygiene. She is a licensed dental hygienist and licensed in local anesthesia in both Rhode Island and Massachusetts.

Prior to joining Livity, she worked for F2NYC, a jewelry manufacturer with clients including Express, Guess, Aeropostale and Sears. At F2NYC she served for seven years as its Head of Compliance. In that role, she was responsible for managing all third party lab testing to ensure all jewelry pieces manufactured by the company fit within mandated lead and other heavy metal limits.



This work serves her well in her current role, as lab results for medical marijuana are very similar to the reports she reviewed for F2NYC.

At Livity, Danielle is the business leader, handling not only compliance but also financials, security, insurance, inventory management, software and all other aspects related to business operations.

Mrs. Foss also holds a registry card to work with medical marijuana from the Rhode Island Department of Business Regulations.

### **Jeffrey Foss Secretary and Board Member**

Mr. Foss holds has been a member/owner of Livity, a licensed Rhode Island cultivator, since 2018. At Livity he is chiefly responsible for all cultivation and production operations, bringing his passion and deep knowledge of regenerative soil creation and growing techniques to the creation of high quality and safe medical marijuana.

He is a graduate of St. Andrews High School in Barrington, Rhode Island, where he attended on a basketball scholarship.

Prior to beginning his work at Livity, Mr. Foss served for six years as a paramedic with a specialty in cardiac ambulatory services.

Prior to that time, for six years Mr. Foss was a licensed patient of the Rhode Island Medical Marijuana program.

Mr. Foss's sister passed away in June of 2011, at the age of 33 to Acute Myeloid Leukemia; this opened new doors for him to see how valuable and medicinal the marijuana plant is. In 2012, he began researching and studying the marijuana plant; how it grows, the health benefits, different types of strains, and the endocannabinoid system. This led him on a path to reach out and make contacts with people that have specific types of genetic plants with very specific qualities. While on this path he went deeper into his research and began to understand that everything that is valuable in the plant and flowers comes from the medium in which it is grown. He then took that research and connected the dots with things that cause cancer, not cure cancer, and put all of his focus on growing without chemicals through a living soil.

Throughout his time mastering a living soil and creating a self-sustaining ecosystem he also began learning about non-chemical ways to treat the plant systemically and through foliar sprays. These treatments were focused on various types of pests and molds. He then moved

into developing integrated pest management programs; algorithms, and standard operating procedures for commercial growers to eliminate and destroy pests, molds, and mildews as well as provide preventative treatment plans to keep their plants at peak optimum health. This has been extremely successful.

### **Jeffrey Thorpe** Board Member

Rhode Island native Jeff Thorpe has a diverse background in electromechanical systems and construction.

Mr. Thorpe started his career in the electronics field by repairing and installing equipment throughout New England. After 12 years he transitioned into sales where he was introduced to a variety of complex industrial systems and processes giving him the ability to see challenges and apply his experiences to help resolve complications.

In 2010 Jeff accepted a position for a large construction firm overseeing all shipping and receiving as well as building and fleet maintenance. Once again putting his experiences to work he established procedures to organize workflow to improve warehouse efficiency and streamline orders. Established workplans to receive, repair and refurbish all tools and equipment for prompt return to the field. Recognized for his efforts he quickly rose to new challenges working as an estimator and project manager before his current position of overseeing the fireproofing field work.

Mr. Thorpe serves in particular working on Livity's security and emergency responses.

## **Medical Marijuana Varieties Offered**

Sativa Dominant

Indica Dominant

Hybrid

CBD Concentrated

## **Product List**

Flower in 1 gram and 3.5 gram packaging varieties across all strains



PreRolls in 0.5 gram single and 3 pack varieties across all strains

Concentrates, including hashish, live resin, rosin, capsules, terpene sauce, vape cartridges and pens across sativa, indica, and hybrid strains in 0.5 and 1 gram varieties

## Product Pricing

All Livity products are priced according to the same model, whether purchased from vendors or produced in house, and are meant to ensure that no patient faces an unreasonable product expense when they come to Livity for their medical marijuana.

For flower there are no set price tiers. Price ranges for flower are as follows:

- 1 gram: \$7 - \$14
- 3.5 grams: \$28 - \$55

Prices for each individual strain offered will be determined based on a consideration of a combination of factors including cannabinoid percentages (including a consideration of CBD percentages); terpene profile; overall look, feel, and smell; freshness; and historic customer demand.

Similarly, there are no set price tiers for PreRolls, and their specific price is based on the same factors determining flower sales. Price ranges for PreRolls are as follows:

- 0.5 gram single: \$5 - \$12
- 0.5 gram 3 pack: \$12 - \$25

Vape cartridges are priced at one level, regardless of cannabinoid percentage, strain utilized, or other factors. The prices are:

- 0.5 gram: \$60
- 1 gram: \$110

Vape batteries are offered for \$1 with the purchase of a vape cartridge of any size and for \$5 without the purchase of a vape cartridge.

Other concentrates are similarly priced at set rates regardless of cannabinoid percentage, strain utilized, or other factors. The prices and tiers are as follows:

- 0.5 gram: \$45
- 1 gram: \$80

Livity offers a price discount of 10% off the listed price of any product for senior citizens, veterans, and patients with disabilities or those who have been diagnosed with a terminal illness. Livity Compassion Center does not yet offer home, hospice, or treatment delivery options. Once the Compassion Center has been operational for 2 years we plan to seek DBR approval for a delivery plan. In addition to the discount mentioned above, all deliveries to patients with disabilities or who have been diagnosed with a terminal illness would always be free.

All products purchased (including edibles) from licensed suppliers based in the state of Rhode Island are priced at a straight 100% markup from the wholesale price, less any applicable discounts. For example, a 0.5 gram vape cartridge purchased from a licensed supplier for \$35 is priced for \$70 for patients at Livity Compassion Center.

The above pricing model is based on a review of existing medical marijuana and medical marijuana product retail costs at existing Compassion Centers in the state of Rhode Island as well as our estimate of the actual cost of creating and procuring products.

Senior management is responsible for monitoring pricing at other Compassion Centers as well as periodically reviewing the existing pricing model against actual product creation and procurement costs. Livity Compassion Center is a nonprofit organization dedicated to the well-being of its patients. As such, our interest is to keep prices reasonable at all times. We strive to maintain a pricing policy that allows our Compassion Center to continue to exist as a source of needed medical marijuana for our patients at prices that are reasonable.

## Advertising

All Livity Compassion Center marketing, promotional, and sales efforts will be directed to and wholly contained within two venues: inside the Compassion Center in Woonsocket itself and on the website to be established by Livity.

No marketing images, brands, logos, artwork or any other representations of any kind other than the Livity logo (as seen on the front page of the Operations Manual in Exhibit E of this application) will be used in any marketing or promotional materials produced by Livity Compassion Center, nor will Livity Compassion Center participate in any promotions of its products or services by any third party in any venue anywhere. All advertising, regardless of medium will include "For use only by qualified patients" and the license number of the licensee. All advertising will comply with R.I. Gen. Laws §§ 21-28.6-6(g)(8), 21-28.6-12(f)(1)(viii) and 21-28.6-16(b) and associated regulations, as amended from time to time.

Livity's marketing strategy will revolve around two planks.



The first is the production for our patients only (i.e. our promotional materials will never be directed at the general public for any reason) of clear, concise, and accurate information about the medical marijuana and medical marijuana products we produce and distribute. Our website will be restricted to users 21 and over by employing a visitor age screening portal. Our website will not employ pop up banners or any website marketing strategies of any kind designed to entice visitors to stay on our website or direct visitors to our website. The primary goal of our website will be to provide an accurate and real time menu listing and describing the products we offer and to distribute the rules, regulations and policies of DBR and DOH as it relates to medical marijuana. This will include information on how patients in Rhode Island may register for access to our products and who is eligible to become a patient, as well as information on the process for accessing medical marijuana at our facility.

The product listings on our menu will include basic information about the products offered only, including a picture of the product, the product's price, product testing information (i.e. cannabinoid percentages for THC, CBD, and other cannabinoids such as CBG as relevant for and requested by our patients), and the product's name. There will be no artwork of any kind other than the previously mentioned Livity logo on our menu or any product listings, and the product's name will be listed in the most straightforward manner possible (i.e. "3.5 gram Sativa dominant flower").

The second plank of our promotional strategy will be the sale at less than cost of swag materials and accessories bearing the Livity logo to patients inside the Woonsocket location. There will be no other artwork of any kind on any of these materials, which will consist of things such as t-shirts, hats, vape pen batteries, and similar items.

The intention of the swag sales will be to build patient loyalty with our Compassion Center and the products we offer. While we believe strongly that the best way to ensure patient loyalty is to provide excellent products and customer service to our patients, it is also true that owning a t-shirt or hat from a particular establishment one frequents can build patient loyalty. We want all the patients at Livity Compassion Center to feel they are part of a larger community of health and relief, and hope that our swag offerings will help to build that community feeling.

## Training Methods

Our training program is comprised of on the site job training for all new employees, volunteers, and agents who work in the current facility, and the same standards would be met at our Compassion Center. While broad, training is also tailored to each staff member's specific role, responsibilities, and duties.

Trainings listed include those particular to employees who work in cultivation, processing techniques, and patient intake and service. All inventory tracking and emergency and security policies and procedures of all kinds are trainings that are delivered to all employees, regardless of specialty.

This will be done in part through the maintenance of a job description or employment contract for each role in our facilities.

One of the primary goals of our training program is ensuring that all employees are aware of state confidentiality laws and adheres to them. As a Compassion Center, we will conduct ongoing training for employees in security procedures and policies, especially as it might involve intruders or other criminal activity.

Another method of ongoing training we employ is the maintenance of a personnel record for each employee, agent, and volunteer that includes their initial application as well any disciplinary actions that have occurred over the staff member's service in one of our facilities. This record will also include the dates and times employees have conducted specific training regimens. We keep all staff member's personnel record after they leave in secure files we aim to keep on hand for years.

We will create a training manual to include OSHA 10 and we will have a Personal Protective Equipment (PPE) policy

We will train our employees to follow our safety procedures. All employees will have an OSHA 10 certification and basic life safety training. Our employees will be trained on the means of egress and safe exit from the building in the event of a fire. Our doors will have push bars for easy exit and fire extinguishers will be mounted and labeled per building and fire code. We will have no harmful chemicals on site.

All staff will receive step-by-step training in all safety and sanitary processes, and proper placement and usage of PPE. The manufacturing area will be well lit at all times as well as all work surfaces will be non-porous, non-absorbent and easily cleanable. As stated above all staff will be trained in a step-by-step process as well as given a training manual for further training and education. There will be no eating or smoking allowed in the manufacturing area in accordance with DBR rules and regulations.

The role, responsibilities, and duties for all employees, volunteers and agents with access to any Livity Compassion Center facility will be described in a job description or employment contract.

Training on proper cleaning and sanitizing of workplace surfaces will be provided; as well as training in proper handling/storage of cleaning/sanitizing agents.



Staff training on maintaining and keeping of log books regarding manufacturing and handling of marijuana byproducts; training will be performed at the time of hiring followed by quarterly refresher trainings.

Following hire all staff will receive training on all of the contents found in the SOP manual; then be tested on their knowledge of our operating procedures and SOP manual. We will institute a bonus incentive program that rewards employees for their continued knowledge of all our systems as well as all DBR rules, state laws, federal and local regulations

Training will be provided to staff on proper removal of worn PPE as well as safe and proper disposal of worn PPE.

We will periodically review, update, and evaluate our effectiveness of the PPE program.

“The occupational Safety and Health Administration (OSHA) requires all employers protect their employees from workplace hazards that can cause injury.” Personal protective equipment will be provided along with proper training to minimize exposure to potential hazards.

1) All employees will be trained to meet a strict standard which will include the following:

A- Monthly refresher/re-training courses in accordance with the job description

B- Monthly testing to ensure employee knowledge of all operations pertaining to their position.

C- All employees will be OSHA 10 certified and will complete annual refresher courses to maintain good standing.

D-All new employees will receive PPE training as well as all existing employees will receive monthly PPE training/refreshing to ensure continued proper safety.

E- All training/refresher courses will be logged and attendance records will be maintained for each employee.

2) All employees will receive MSDS training as well as monthly refresher training. A training log and attendance will be tracked. MSDS sheets and labels will be kept in a centralized location to ensure that all employees and personnel can obtain them if needed. Please note no hazardous chemicals of will be stored or used at this facility.

3) No hazardous chemicals of any kind will be stored or handled at this facility.

## Standard Operating Procedures Revisions

From time to time, there will be additions, deletions, or revisions to the policies and procedures contained in this manual. Revisions must be communicated in written form to employees by way of an e-mail or memo from the department manager or above.

When updates to this manual are released, they will be added to a new version of this document and the changes will be noted by filling out the next available blank "Operations Manual Update" line on the form in the Appendix. New Operations Manuals will be printed using the latest version of the electronic document and will contain all updates made to that point.

## Record Retention Policy

Records will be in hard copy or electronic form or both; all records will be maintained on the premises for a minimum of six months and beyond that records will either remain on site or off site in a secured location. All records in their entirety will be maintained/stored for at least 5 years.

## Security

Security is of paramount concern for our organization. Accordingly, all employees will be thoroughly trained in standard operating procedure pertaining to security during the mandatory orientation training phase that takes place prior to any employee beginning work at our facility. During the training, employees will be provided materials in their employee manual on all pertinent information related to security procedures. All employees will receive additional on-the-job training regularly from senior staff members and supervisors as well as during each employee's annual review and re-training.

## Security Protocols

Employees will be trained for security related aspects of our organization's operation. Our training leaders will emphasize that adherence to all standard operating procedures is critical to maintain the highest levels of security for our facility at all times.

Employees will be trained to prevent unauthorized entry into all areas of the facility. Standard operating procedure will require Managers/Supervisors to restrict access to any person that is not registered with the State of Rhode Island or unless the person goes through the process of registering as a visitor with the office and is accompanied by a state ID cardholder or supervisor at all times in the facility. Employees will be trained to maintain constant visual contact on the visitor and prevent the visitor from ever touching a medical cannabis plant or product.



Employees will be made aware that all secure areas of the facility will be protected by an alarm system, including all rooms containing medical cannabis stock and the records storage room. Access to areas of the facility will be possible only through the use of the keycard or key. Any attempt to enter an unauthorized area will trigger the alarm system. In addition to monitoring employees movements, employees will be informed that all areas of the premises are under constant, 24/7 video surveillance. Supervisors and managers will be trained to monitor all video feeds and track employee movements throughout the facility on an ongoing basis. IT personnel will test all security equipment regularly to ensure the security system is in optimal working order.

Our security system allows us to assign each employee a unique pin for our alarm system, allowing us to easy control over access to the facility by turning pin numbers on and off. Similarly, each employee's unique ID card allows us to restrict access only to those areas of the facility as appropriate to each employee's responsibilities and seniority level. For example, only senior management have key card access to the room in our facility where our server and security recordings are stored.

Employees will be trained to follow standard operating procedure in the disposal of medical cannabis, with an emphasis on the importance of documenting the disposal in our organization's electronic inventory tracking system.

Employees who work in the processing and shipping department will be trained on all standard operating procedures for facilitating the secure transference of custody for medical cannabis products delivered from our facility to another registered licensee. They will be thoroughly trained on all security protocols, such as how to secure packages for transport, how to only stay on the pre-determined route (which will be enforced by GPS tracking of the transport vehicle), how to maintain, update, and protect the electronic manifest and continue the chain of custody process when delivering medical cannabis to a registered licensee in a manner compliant with all state regulations.

All employees will be trained in the use of Agrisoft, our organization's electronic inventory tracking, which is designed to ensure that all medical cannabis stock is secure and accounted at all times to prevent diversion.

Any breaches of our data system or any security or emergency alarms of any kind must be reported to DBR via email immediately by senior management, who is also responsible for following up with a phone call to DBR asap and no later than one business day.

### Security Access-SOP-T-001

Employees will be trained to prevent unauthorized entry into all areas of the facility. Standard operating procedure will require employees and supervisors to restrict access to any person that is not a registered employee or unless the person goes through the process of registering as a visitor with the office and is accompanied by an employee or supervisor at all times in the facility. If they accompany a visitor on a tour through facility, employees will be trained to maintain constant visual contact on the visitor and prevent the visitor from ever touching a medical cannabis plant or product.

Employees will be made aware that all secure areas of the facility will be protected by an alarm system, including all rooms containing medical cannabis stock and the records storage room. Access to areas of the facility will be possible only through the use of a keycard/key. Employee keycards/key will only allow access to areas in which the agent has a legitimate job role or duty. Any attempt to enter an unauthorized area will trigger the alarm system. Employees and visitors will be informed that all areas of the premises are under constant, 24/7 video surveillance. Supervisors will be trained to monitor all video feeds and track agents' movements throughout the facility on an ongoing basis. IT personnel will test all security equipment regularly to ensure the security system is in optimal working order.

### Inventory Tracking-SOP-T-002

All employees will be trained in the use of Agrisoft, our organization's electronic inventory tracking and point of sale system, which is designed to track all medical cannabis and stock and ensure it is secure and accounted for at all times to prevent diversion.

Employees who work in the processing and shipping department will be trained on all standard operating procedure for facilitating the secure transference of custody for medical cannabis products delivered from our facility to another registered licensee. They will be thoroughly trained on all security protocols, such as how to secure packages for transport, how to only stay on the pre-determined route (which will be enforced by GPS tracking of the transport vehicle), how to maintain, update, and protect the electronic manifest and continue the chain of custody process when delivering medical cannabis to a registered licensee in a manner compliant with all state regulations.

Employees will be trained to follow standard operating procedures in the disposal of medical cannabis, with an emphasis on the importance of documenting the disposal in our organization's electronic inventory tracking system.



## Emergency Inventory Tracking

At the same time they are trained in utilizing Agrisoft for inventory tracking, employees will also be trained on how to track inventory in case Agrisoft is inaccessible for any reason in a manner that still allows both DBR and DOH access to inventory tracking data. In that situation, employees will be trained to alert their direct supervisor who will ensure that no new inventory items are created until Agrisoft is again accessible. Supervisors will in turn be trained to alert senior management to this issue, who will communicate the same immediately to DBR and DOH.

During the time that Agrisoft is inaccessible movement of all existing inventory items (i.e. from one grow room to another, or from the grow room to the packaging room, or in a sale to a patient) will be recorded on a physical log spreadsheet, which follows below.

As soon as Agrisoft can be accessed again this information will be recorded in the system following our standard procedures. If at the close of the business day Agrisoft can still not be accessed senior management will transfer the information recorded in the physical log onto an electronic file which will be shared with both DBR and DOH.

All employees will be trained to continue to follow these emergency inventory tracking procedures until Agrisoft can again be accessed.

Date	Inventory Package Tag Number	Location Moved From Use business name and license number if received from another licensed business	Location Moved To Use patient name and registration ID number if sold to patient


### **Emergency Protocol-please see emergency plan SOP-T-003**

Supervisors will thoroughly review and train all employees on security protocols for all possible emergency situations, such as armed robbery, fire emergencies, natural disasters, bomb threats, and other scenarios.

### **Prevention of Theft and Diversion-SOP-T-004**

Our organization takes the detection and prevention of diversion of medical cannabis very seriously, because it violates the law and undermines the integrity of the entire medical cannabis program. Accordingly, our organization and our officers will take every possible step to ensure that our facility's medical cannabis will only be distributed to registered licensees in a manner compliant with all state laws and regulations. Our organization's standard operating procedures designed with security as a top priority, and all employees will be thoroughly trained to strictly adhere to these standard operating procedures to minimize the possibility of diversion.

Our training for all employees in the detection and prevention of diversion will focus on two complementary themes: 1) the serious criminal punishments and disciplinary consequences that an employee will face if he or she is discovered to have had any role in medical cannabis being diverted or could have but did not take necessary action required by standard operating procedure to prevent the diversion from taking place; and 2) emphasizing the comprehensive surveillance and inventory tracking capabilities of our organization and the State of Rhode Island, which will vigilantly monitor all aspects of our operation to prevent and detect the diversion of medical cannabis. The message to all employees will be if you attempt to divert medical cannabis, you will be caught, and you will be punished under the fullest extent under the law. All employees will be required to attest that they understand the serious criminal consequences for diverting medical cannabis prior to working in our facility.



All employees will be trained on our organization's standard operating procedure for the detection and prevention of medical cannabis during their mandatory orientation phase, completion of which is required for all employees prior to beginning work at our facility. Employees will also receive on-the-job trainings regularly from senior staff members on all standard operating procedures related to their job duties as well as during agents' annual reviews and re-trainings. Ensuring that all agents rigorously adhere to standard operating procedure is crucial to preventing and detecting the diversion of medical cannabis.

All employees will be thoroughly trained to know the difference between legal and illegal distribution of medical cannabis. Our senior staff agents will review all laws, regulations, and standard operating procedure pertaining to the legal and proper distribution of medical cannabis.

Examples of how medical cannabis could be illegally diverted, such as theft by an employee, armed robbery from an outside perpetrator, theft during the transport of medical cannabis in the course of a delivery to a registered licensee, or burglary during non-business hours. Staff training leaders will explain to employees how adherence to standard operating procedure along with constant surveillance and monitoring of all activities by the State of Rhode Island will allow our organization to detect and prevent these scenarios from occurring. Employees will be made aware that all areas of the facility premises are under constant video surveillance.

All employees will be trained and educated on the use of our electronic inventory tracking system, Agrisoft, which will allow our organization's staff and officers to constantly monitor the stock of medical cannabis in our facility at all times. Employees will be trained and tested in standard operating procedure regarding use of the electronic inventory control prior to working in the facility to ensure they are able to properly use the system and adhere to standard operating procedures. The inventory tracking system will include automatic checks and instructions to ensure that agents are following protocol. In the event of a diversion of medical cannabis, if it is discovered that an employee's failure to comply with standard operating procedure may have played a role in the failure to prevent the diversion, that agent will be held accountable and subject to serious disciplinary action. If an employee has reason to know that another employee is not following standard operating procedures to track the inventory of medical cannabis stock, he or she will be trained to immediately notify a supervisor. Managers and senior staff will constantly monitor the stock of medical cannabis in person and reconcile their observations with the records maintained in the electronic inventory system.

Our organizational officers and senior staff members will make it clear to all employees that diversion of medical cannabis is a very serious criminal matter that will absolutely not be tolerated.

All employees will be trained in regard to the Standard Operating Procedures Booklet and its proper use and be required to sign a statement acknowledging their receipt of the Booklet.

After any changes to the booklet it is the responsibility of senior management to reprint the Booklet and distribute current copies to all employees.

### Good Growing Practices

This facility will focus its integrity on taking a simple systematic approach in all operations of cultivation. This systematic approach will be correlated with algorithms based on past failures and successes. We will have the highest-quality product which will be achieved by having a skilled staff that will understand the smallest nuances in medical marijuana cultivation. Our staff will maintain proper environmental parameters, workflow management, adherence to rules and regulations set forth by the DBR and the State of Rhode Island.

### Handling Practices-SOP-G-001

Our organization has developed written standard operating procedures that promote excellent growing and handling practices. These written standard operating procedures include a requirement that each employee in the cultivation, manufacturing, handling, and packaging must have the training, education, and experience necessary to perform assigned job functions.

Regulatory Compliance — all employees will be thoroughly educated and trained on Rhode Island state regulations pertinent to the cultivation of cannabis. All employees will be required to read and demonstrate their understanding of regulations pertinent to their job functions outlined in the employee training manual and other supporting documentation. Our training leaders will emphasize that failure to comply with these regulations will result in employment termination and potential criminal consequences.

After the mandatory training period and once employee begin working in our facility and engaging in the cultivation of cannabis, supervisors and senior staff will provide guidance, mentorship, and hands-on training to the employee until the employee has enough experience to perform job duties unassisted.

Written standard operating procedures will remain accessible to our employees in both electronic and hard copy formats at all times. Employees will be encouraged to consult these



resources and/or a supervisor when they have a question about the appropriate course of action.

### **Cultivation-SOP-G-002**

This facility will be based on regenerative agriculture. Regenerative agriculture is defined as a holistic practice that leverages the power of photosynthesis in plants to close the carbon cycle, build soil health, crop resilience and nutrient density. Soil health is improved primarily through practices that increase organic soil matter. This not only increases soil biodiversity and health but increases water holding capacity. Practices include a no-till approach, cover cropping (which increase soil fertility and restores the plant/soil microbiome to promote liberation, transfer, and cycling of essential nutrients) and building a biological ecosystem (to create diversity by inoculating soil with compost).

### **Harvesting/Manufacturing-SOP-G-003**

Employees who are involved in the harvesting, processing, and manufacturing of medical cannabis will be thoroughly trained in all standard operating procedures related to their job function. The training will include a review of proper harvesting techniques, procedures for drying the cut stalks, trimming the stalks to separate the “trim” (e.g. leaves and stalks) from the cannabis flowers or buds, and proper curing and storing procedures. Employees will also be trained to properly dispose of any leftover plant material (“green waste”) through a composting method that takes place in an area of the facility separate from where other medical cannabis is housed or stored. Please note all cuttings and or seeds will be marked with unique identifier tags which are generated by the Medical Marijuana Program Tracking System in Agrisoft. Each unique tag will contain our DBR license number, unique ID barcode, license premises location, and any other information the DBR deems necessary. The ID tags will be placed in a manner that is clearly displayed with each particular plant, material, or product.

### **Daily Care- SOP-G-004**

Our written standard operating procedures require that all employees who are involved in tending to plants, harvesting the product, trimming the product, weighing inventory or packaging medical cannabis must be properly trained in handling medical cannabis. Improper handling can undermine the healthy growth of the plant or damage the quality of the harvested product and its cannabinoid content. In addition, proper handling is extremely important to minimize the risk of contamination from bacteria or other detrimental contaminants.

Employees will be trained to always maintain high standards of personal hygiene by frequently washing hands, notifying a supervisor if they have a health condition that could adversely affect the medical cannabis (i.e. include but not limited to open lesions, boils, sores, or infected wounds, or any other abnormal source of microbial infection), and wearing protective gloves when handling medical cannabis. In addition, employees engaged in handling medical cannabis will be trained to properly clean and maintain all equipment.

### **Fertilization/Pesticide-SOP-G-005**

Due to this facilities style of growing which is regenerative agriculture (no-till approach) we will not be using synthetic fertilizers. Our fertility comes from a living organic soil. We will feed the life in the soil organic material such as locally sourced seaweed, locally sourced straw, locally sourced hay, comfrey, horsetail, yarrow, stinging nettles, borage, alfalfa, soybeans, mung beans, neem meal, kale, beets, dandelions, cilantro, basil and crab meal. This organic material feeds the life in the soil in turn the life in the soil breaks this organic material down which now becomes nutrients bio-available to the plant. If needed we will also feed our plants by extracting the constituents from the organic material listed above through oxygenating the material listed above in plain filtered water. We use no synthetic fertilizers or chemicals in our garden.

### **Irrigation-SOP-G-006**

This facility will utilize a hand watering protocol. The water which will be used to feed the soil will be filtered through a chloramine/chlorine filter. The main water will enter the building in the cultivation area. Any filtration systems used will be changed every 1500 gallons (every gallon will be digitally tracked using a digital flow meter this will allow us to log and manage the water to ensure it is properly filtered at all times).





### Propagation-SOP-G-007

Asexual processes will be used for vegetative propagation. This involves taking a cutting of the vegetative part of the plant and dipping the end of the cutting into a rooting hormone. Our rooting hormone used will be house made tinctures, aloe, or willow branches (willow branches will be used to make willow water; willow contains salicylic acid and indole butyric acid which stimulate plant growth). These cuttings will then be placed in fully biodegradable plant starting cubes then placed in domes until they generate roots. Seed propagation/germination will consist of soaking seeds in filtered water until the shell opens therefor putting out its first root. Following this the plant will then be placed in the soil to begin its life cycle. Please note all cuttings and or seeds will be marked with unique identifier tags which are generated by the Medical Marijuana Program Tracking System in Agrisoft. Each unique tag will contain our DBR license number, unique ID barcode, license premises location, and any other information the DBR deems necessary. The ID tags will be placed in a manner that is clearly displayed with each particular plant, material, or product.

### Inventory Tracking-SOP-G-008

Our organization will use Agrisoft for its inventory tracking system. The Agrisoft system incorporates chain of custody tracking for all inventory, recording the name, date, and time of all employees who have handled medical marijuana. It integrates with the Medical Marijuana Program Tracking System, giving real time inventory movement and level updates to state monitors. The system monitors the entire transportation process and creates an electronic manifest outlining the full chain of custody from the cultivation facility to the final licensed

recipient. Please note all medical marijuana and medical marijuana products will be marked with unique identifier tags which are generated by the Medical Marijuana Program Tracking System. Each unique tag will contain our DBR license number, unique ID barcode, license premises location, and any other information the DBR deems necessary.

Particular medical marijuana types that we must track in our systems include:

1. Batches or lots of useable marijuana;
2. Batches or lots of concentrates;
3. Plants at all stages of growth
4. Marijuana waste

## Transportation

Our organization will not contract with an independent transportation company to deliver shipments of medical cannabis. Instead, a small number of employees will be trained to follow standard operating procedures and all state regulations when carrying out deliveries of medical cannabis to registered licensees. Employees involved in the transportation of medical cannabis shipments will be trained to coordinate deliveries with the DBR, adhere to pre-specified driving routes, obey all traffic safety laws, carry appropriate identification, contact the appropriate receiving agent, and immediately report any discrepancy found in the shipment to the appropriate supervisor (local police, state police, and DBR).

## Disposal-SOP-T-006

Employees will be trained to follow standard operating procedure in the disposal of medical cannabis, with an emphasis on the importance of documenting the disposal in our organization's electronic inventory tracking system.

Our organization's standard operating procedure for the disposal of green waste (including recalled, unused, expired, surplus, or returned medical marijuana along with dead plants, unused plants, and roots) calls for: 1) weighing the green waste; 2) updating inventory in the electronic inventory tracking system; and 3) destroying the material according to the SOP procedures for disposal process, in an isolated area away from all cultivation areas.

We intend to dispose of unused or surplus medical cannabis and its by-products by the following:



- All plant matter will be passed through a wood chipper and placed into worm bins to decompose.

Similarly, all returned medical marijuana products, including rosin and concentrates, will be entered back into the inventory tracking system as returned, and stored in quarantine until further guidance from senior management or DBR. All returned medical marijuana products will only be disposed of in a manner approved by DBR and in a way that makes them unusable.

### Laboratory Testing-SOP-G-009

Employees whose job duties include working with a registered independent laboratory will be thoroughly trained on all standard operating procedures related to their job role and educated on the chemistry of key compounds found in medical cannabis (e.g. cannabinoids and terpenes). It is crucial that employees involved in testing medical cannabis are familiar with the methods of testing. Our employees will be trained to analyze the independent laboratory's procedures to ensure they comply with all state regulations and required standards (including, for example, methods to ensure proper sampling sizes are tested). Employees involved in testing medical cannabis will also be trained to interpret and understand the certificates of analysis provided by the independent testing laboratory, determine if a batch or lot meets the specifications for the variety, and record the results in the electronic inventory control system. Employees engaged in working with an independent laboratory will also be trained in standard operating procedures related to retaining sufficient sample sizes of each batch to perform post-release testing.

### Product Storage-SOP-T-007

Many factors can affect the shelf life of medical cannabis. Exposure to light, airflow, oxygen exposure, heat, and relative humidity levels, if uncontrolled, can all play a detrimental role in affecting the quality and integrity of medical cannabis over time. This facility will ensure that cannabis products are 1) not exposed to light, 2) kept at roughly 62% relative humidity, 3) maintained at a temperature of roughly 70 degrees Fahrenheit, and 4) kept in airtight containers to reduce oxygen exposure. After medical cannabis is harvested and prepared for storage, our facility will store the products in optimal conditions to maintain the integrity of the cannabis for as long as needed. Please note all medical marijuana and medical marijuana products will be marked with unique identifier tags which are generated by the Medical Marijuana Program Tracking System in Agrisoft. Each unique tag will contain our DBR license number, unique ID barcode, license premises location, and any other information the DBR deems necessary.

In addition, all finished medical marijuana and medical marijuana products will be kept in vaults reserved specifically for finished products. The only exception to this will be for limited quantities that are stored in locked drawers at each patient service station during business hours to ensure patients have efficient access to medical marijuana as part of their checkout process.

## Quality Control

Before any batch of medical cannabis is released for distribution, it must be thoroughly inspected by a QC staff member in our organization. This will involve a review of the test report from the independent testing laboratory. The quality control staff member will also consult the Agrisoft inventory tracking system to ensure that the medical cannabis has been stored properly in a manner consistent with state regulations. Once it has been determined the batch meets specifications and quality control standards, it will be released and prepared for distribution.

## Complaints

Any complaints received by Livity regarding medical marijuana and adverse events will be managed by our compliance manager. Whether received in oral, written, or electronic manner, the compliance manager will respond individually to each complaint, addressing the issues raised by the complaint using resources provided online provided by DBR as well as additional resources from reputable national organizations, such as the Marijuana Policy Project.

The compliance manager will maintain a file where all written complaints will be stored indefinitely. In addition, he or she will scan a copy of the complaint and store it on a folder for complaints on our computer system. All oral and electronic complaints will similarly be stored in this same folder in our computer system.

The compliance manager will strive whenever possible to respond to the complaint in the manner it was received (i.e. an oral complaint will be responded to with a phone call, a written complaint with a letter, etc.)

All communications will demonstrate the highest standards of civility and professionalism and strive to recognize the opinions of the individual making the complaint while providing legitimate, fact-based responses to any points raised.



## Handling of Finished Product-SOP-P-001

Our organization has developed standard operating procedures for proper handling practices throughout the life cycle of plants and medical cannabis at the facility. The SOP covers packaging, labeling and handling of medical cannabis byproduct practices.

Our procedures for packaging, labeling and handling of medical cannabis products and byproducts have been developed by our experienced cultivation growing team and defined in our standard operating procedures. Once the medical cannabis has cured properly, the flowers are put into tubs for transfer to the Packaging and Labeling Department. Each tub has a barcode and batch number to continue the inventory management process. Containers are weighed prior to arrival in Packaging and Labeling, and the dry weight is input into the inventory control system. Please note all medical marijuana and medical marijuana products will be marked with unique identifier tags which are generated by the Medical Marijuana Program Tracking System in Agrisoft. Each unique tag will contain our DBR license number, unique ID barcode, license premises location, and any other information the DBR deems necessary.

## Packaging-SOP-P-001

Upon receipt of flower bins, the product will be weighed and compared to the weight logged during the Trimming and Curing process. There will be a packaging slip that accompanies the tub of flowers. This information is added to the system for inventory management in accordance with our standard operating procedure. Once products listed on the packaging sheet are packaged, the weight of packaged product is calculated using the multiplier on the form and compared to the 'start weight' listed on the sheet. Any discrepancy in weight is noted, recorded in Agrisoft, and reviewed and resolved by the department manager, who will also compile a list of all discrepancies and their resolutions for senior management each day. These discrepancies will further be compiled by senior management on a daily basis as necessary and emailed to appropriate contacts at DBR.

Please note all medical marijuana and medical marijuana products will be marked with unique identifier tags which are generated by the Medical Marijuana Program Tracking System in Agrisoft. Each unique tag will contain our DBR license number, unique ID barcode, license premises location, and any other information the DBR deems necessary.

All medical marijuana and medical marijuana products packaged for patients are packaged in non-descript, child-resistant polymer bags. We contract with a label company that provides us labels with as well as a label printing machine that allows us to clearly identify the name of the

strain, batch and quantity of the packaged and labeled medical marijuana, as well as a clear statement that the product is for medical use and not for resale.

The child-resistant packaging we use is intended to be unattractive to children. Our labels will also indicate laboratory test results, including cannabinoid ratios and the presence of any other substances identified by the lab.

### **Cleaning and Sanitation-SOP-P-002**

Once the harvest team completes the harvesting of the plants, they will then begin the process of cleaning the entire grow area. This includes the floors, walls, ceilings, equipment and any other items in the room that requires sanitization. This process will be completed within the 5 day work week, so the cultivation team can refill the system at the start of a work week with a fresh set of plants – allowing the next room to be ready for harvest. Cultivation equipment will be disinfected and sanitized periodically during harvest using isopropyl alcohol. Before new plants are admitted into a cultivation room and after harvesting is complete, plant containers will be thoroughly cleaned with a sodium hypochlorite solution. While plants are being cultivated, employees will be trained to maintain a clean and orderly workspace by properly storing equipment and grow materials in their proper storage location. If an employee discovers a spill area or something that requires cleaning, he or she will be trained to address the issue immediately.

In addition, all employees must immediately report any personal health condition with the potential to pose a threat to customers or to otherwise contaminate any medical marijuana or medical marijuana products or our facilities in any way to his or her supervisor. As a Compassion Center dedicated to the health of the patients we serve, Livity is deeply committed to ensuring that all products we produce are free of any contamination and that our workplace is clean and sanitary. We are also committed to the well-being of our employees, and so will strive to make sure that any employee with a health issue is given the time he or she requires to heal and recuperate before returning to work.

### **Drying/Curing/Trimming-SOP-G-004/SOP-G-005**

For drying, the standard operating procedure has established specific practices. Once the trimming has been completed (the act of removing the fan and sugar leaves from the plants/flowers), the plants will be placed in an environmentally controlled drying room. This is controlled to specific temperature and relative humidity. The plants will stay on drying racks for the next 4-6 days. Once the exteriors of flowers appear to be dry with a slight crisp feel, they



will be placed into airtight containers – starting the curing process. Curing draws the moisture from inside of the flower out. We will repeat the process of drying the outside and drawing the internal moisture from the flower until fully dried.

For curing, the standard operating procedure has established specific practices. Every airtight container will have a Boveda Pack inside to maintain precise humidity for the flowers, making sure that at no time the flower will completely dry out. Every day the containers will be opened (burped) to agitate the flowers and to let the excess moisture out of the container to cure the flower. The first week of curing affects potency of the cannabis. This process includes opening and closing the containers every day typically over the course of a few weeks. This cycle is repeated until there is no moisture on the outside of the flower. The time period for curing is dependent on the type of flower/strain and its inherent properties. All harvesting methods and associated timelines are managed via inventory management system. The density of the flower influences the time needed to dry. Dense buds take longer to cure. As with other curing processes, the care and attention to detail applied during this process will determine the quality of the resulting flower. If not dried and cured properly, a low quality product will result. Trying to speed up the process will trap chlorophyll and negatively impact taste.

Once curing is complete in accordance with standard operating procedure, employees will remove any remaining sugar leaf and fine-trim the flower. Any trimmed material usable for hashish production is collected for further processing. Once the flower is cut from the stalk it will be processed, keeping track of all weights in our inventory control system. All of the trimmed leaves will be dried, weighed and tracked in our inventory control system, to be used in the manufacturing of hashish.

Our organization's standard operating procedures for good growing and handling practices includes requirements for employees to wear protective clothing as necessary to protect waste product and plant byproduct from potential contaminants. The protective clothing requirements vary according to position within the facility. For employees that come in direct contact with medical cannabis plants – in all grow rooms and drying rooms – the standard operating procedure requires the use of disposable coverall suits, disposable hair caps, and disposable boot covers. Employees will be required to wear disposable, biodegradable, non-latex, powder free exam-quality gloves whenever coming in direct contact with medical cannabis waste or byproduct. Agents will also be required to wear company-provided hairnets or snoods, and disposable boot covers on all footwear.

## Quarantine

Employees will be trained to observe signs of any pests, molds, or other contaminants that could negatively affect medical cannabis plants by looking at the products under a visual magnification tool with 60x – 150x magnification. Employees will also be trained to know to inspect and distinguish non-defective materials from defective materials. Any plants that are found to have pests, mold, or other contaminants which is not up to our organization's specifications will have this fact noted in the inventory control system. These plants will be treated with botanical tinctures to seize any further infestation and as necessary, be removed to a storage area of the facility used specifically and only for product quarantines.

All medical marijuana and/or medical marijuana products produced or received by Livity LLC Compassion Center are subject to sample testing by approved laboratories.

Any medical marijuana or medical marijuana product whose test sample results exceed an action result as defined by DBR, and for which retesting or remediation either is not approved by DBR or has failed to result in a test sample that does not produce results that exceed an action result as defined by DBR, or for any product for any reason that is determined by DBR to not be appropriate for sale, **must be immediately quarantined** in the storage area of the facility used specifically and only for product quarantines.

DBR must be notified in writing and via phone as soon as possible and certainly within twenty-four (24) hours that the product quarantine has taken place.

Only senior management may remove products from quarantine, either for disposal as outlined in this Operations Manual and in our Standard Operating Procedures, or for another reason as directed by DBR or DOH.

It is also possible that products may, from time to time, become outdated, damaged, deteriorated, misbranded, or adulterated. At the discretion of senior management, these products will also be placed in the quarantine room.

All movements of products into or out of quarantine must be logged in Agrisoft our Medical Marijuana Inventory Tracking system.

## Recall

It is possible that DBR or DOH may find that a recall is necessary of a particular batch of medical marijuana or medical marijuana product that we have distributed. While unlikely, this can happen for any reason determined of necessity by DBR or DOH.



It is the responsibility of senior management to stay in close contact with DBR and/or DOH, one of the principal reasons being to ensure lines of communication remain open in the case of a product recall.

If DBR and/or DOH issues a recall for any product we have distributed the public and all licensees related to the recall must be notified and all products may need to be quarantined or destroyed. Please refer to SOP-Q-002 for specific steps to be taken in the case of a recall.

All medical marijuana during an authorized transport will be not visible from the outside, secured in a locked storage compartment, and any ingestible perishable medical marijuana will be kept refrigerated if deemed necessary.

## Dispensary Building

We selected our property for a potential Marijuana Compassion Center due to its ideal adaptive reuse of a former Citizens Bank on the edge of one of seven permitted zones in Woonsocket. Nearly all of the concerns to date surrounding the proposed use are mitigated and, in many cases, resolved by this particular site. In addition to bringing business and new life back to an abandoned building, we feel that the consumers we attract will also benefit the many neighboring retail and service based businesses on this dense commercial corridor.

Our building is a former bank, whose existing security features could continue to be used at the Compassion Center both within the building and on the site. The exterior parking lot has the security of a camera and lighting system. The set back from the street with 2 exits and entrances avoids any negative traffic impact to the neighborhood along with dense foliage screening to the east and west.

## Odor Mitigation Plan

Odor control plan includes the following:

- Closed, looped ecosystem to limit exchange of air with outside
- Pressure-lock, decontamination double entryways to all areas of the facility where medical marijuana and medical marijuana products are created.
- Intra-garden industrial charcoal scrubbers and with compatible rust and vibration resistant inline fans rated for full function when operating at 80% capacity
- Inter-room custom negative pressure system to draw air away from garden and product manufacturing entryways and direct movement toward centralized Air Estuary for decontamination and purification

- Stress-climate calculated interplay of cooling, co-gen heating, & dehumidification systems
- Redundantly zoned, multiple gas powered chillers
- Back-up generator
- Centralized, independent climate monitoring with pre-defined emergency protocol triggers
- Annual climate control equipment maintenance and system audit

On-Site effort to reduce or prevent odors:

Livity LLC has taken extreme measures to isolate all odor emitting activities. These include carbon filters installed in each room and isolating all odor producing activities in their own rooms that have heavy duty doors with door closers to ensure doors are always closed. In addition we have installed the state-of the-art odor mitigation control systems that will be applied as necessary and appropriate at our Compassion Center in Woonsocket.

These procedures will be applied to the following odor-emitting areas of activity:

- \* Mother/ Clone Rooms
- \* Vegetative Room
- \* Cultivation Rooms
- \* Harvest Rooms
- \* Drying Rooms
- \* Trimming Rooms
- \* Package Rooms
- \* Bathrooms and Showers

-All the HVAC systems installed at this facility will be considered “closed-loop” systems. Other than ventilation air, all the of the HVAC equipment will recirculate 100% of the supply being distributed to the various applications areas throughout the facility. Ionization and active carbon filtering will be installed to mitigate odors within the facility. To the extent possible, the odor mitigation will be intended to mitigate odor migration to the outside of the building and surrounding areas.



-Carbon filters are located in each grow room in addition every AC unit and dehumidifier has been upgraded and contains carbon filters.

-A backup generator capable of running all carbon filters and dehumidifiers during a power outage is installed and will be maintained on a regular basis.

-In-line carbon filters are installed in each bathroom and shower room. The toilet exhaust fans will have active carbon rolled filter material installed on the fan inlets. The filters will be roll-type material secured to the fan inlet. -All grow room doors will remain closed unless the room is empty or being cleaned.

-16,000 CFM's of carbon filtration in this facility

#### Record Keeping and System Maintenance:

-All records of replacement carbon filters purchased, and date of replacement will be recorded. (Please see carbon filter replacement log). Filter replacement will be completed by senior staff. Carbon filters will be replaced every 8 weeks in flower rooms and every 6 weeks in non-flower rooms.

-All systems will receive an annual maintenance and records will be kept reflecting this.

#### Employee Training:

All employees will receive training in regard to odor control the training will include the following:

1. How to properly use the filter systems as well as troubleshoot should the filter encounter an issue.
2. All doors are to remain closed unless the room is empty or being cleaned.
3. Should an electrical emergency occur a generator will keep the filters operating. Employees will contact senior staff should such an emergency occur. Senior staff will follow the chain of command and notify DBR.

### CARBON FILTER REPLACEMENT LOG

Date of Change	Room Location/Number	Changed by	Next Date of Change

### Processing Dept. Operations Updates

This table is a record of changes made to the Standard Operating Procedures manual. All changes must be approved by the Operations department lead. A determination is made by the department leader whether manuals will be reprinted and distributed at the time of change, depending on the impact of the change. The date the updated was disseminated to appropriate staff is noted in the last column.

Date of Change	Type of Change	Approved By	Reprint? Yes/No	Disseminated Date





**SOP-G-001**

**Standard Operating Procedure for Handling Practices**

**1. Purpose:**

This SOP references proper handling and growing procedures.

**2. Scope:**

This SOP will show how to correctly adhere to all growing and handling procedures.

**3. Responsibilities**

Growers

**4. Procedure**

Regulatory Compliance —you will be required to understand and adhere to all Rhode Island state regulations pertinent to the cultivation of cannabis. You will be required to read and demonstrate your understanding of regulations pertinent to your job functions outlined in the employee training manual and other supporting documentation. Training leaders will emphasize that failure to comply with these regulations will result in employment termination and potential criminal consequences.

**Steps:**

**\*Read thoroughly all Rhode Island rules and regulations pertaining to the cultivation of marijuana.**

**\*You are responsible to understand and comply with all state rules and regulations; always seek help or guidance to clarify any confusion or misunderstandings of the rules and regs.**



**SOP-G-002**

**Standard Operating Procedure for Cultivation Practices**

**1.Purpose:**

This SOP references proper cultivation procedures.

**2.Scope:**

This SOP will show how to follow this facilities cultivation procedures.

**3.Responsibilities**

Growers

**4.Procedure**

This facility will be based on regenerative agriculture. Regenerative agriculture is defined as a holistic practice that leverages the power of photosynthesis in plants to close the carbon cycle, build soil health, crop resilience and nutrient density. Soil health is improved primarily through practices that increase organic soil matter. This not only increases soil biodiversity and health but increases water holding capacity. Practices include a no-till approach, cover cropping (which increase soil fertility and restores the plant/soil microbiome to promote liberation, transfer, and cycling of essential nutrients) and building a biological ecosystem (to create diversity by inoculating soil with compost).

**Steps:**

**\*Understand the background behind no-till regenerative farming and cultivation practices.**

**\*Cover cropping- Cover crops contribute to organic matter which is vital for good soil structure. They also produce food for earthworms and other life in the soil. A continuous no-**





till system relies on the life in the soil to keep the soil loose. Always make sure that the soil is covered and cover crop is growing at optimal health.

**\*Biological Ecosystem-** A system that includes all living organisms (biotic factors) in an area as well as its physical environment (abiotic factors) functioning together as a unit.

#### SOP-G-003

#### Standard Operating Procedure for Harvesting

##### 1.Purpose:

This SOP references harvesting procedures.

##### 2.Scope:

This SOP will show how to correctly harvest plants.

##### 3.Responsibilities

Grower

##### 4.Procedure

Proper harvesting techniques must be used including the use of PPE during harvesting. The utmost care must be taken during the harvesting phase to ensure top quality flower as the end product. Upon head cultivator's approval plants will be harvested. A plant will be cut at the base of the stem closest to the soil and removed from the room and taken to the trim room. It will be logged into agrisoft that a plant was harvested and has now been moved to the trim room (i.e. scan plant id barcode, select harvest tab, and enter all pertaining information).

##### Steps:

**\*You will need scissors or any tool used to harvest.**

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\*Use hand scanner to scan barcode of desired plant to be harvested. Select the harvest tab for this plant and enter in data.

\*Cut plant at the base of the stem closest to the soil.

\*Move harvested plant to the trim room. (Make sure to log that the plant has been moved in Agrisoft. If Agrisoft is not accessible for any reason refer the issue to your direct supervisor. Our protocol for how to manage this is described in the Emergency Inventory Tracking section of our Operations Manual.)

#### **SOP-G-004**

#### **Standard Operating Procedure for Cultivation Daily Care**

##### **1.Purpose:**

This SOP references daily care and handling procedures.

##### **2.Scope:**

This SOP will show how to correctly complete daily care of all plants as well as perform proper handling procedure.

##### **3.Responsibilities**

Growers

##### **4.Procedure**

At the start of your workday you will be expected to enter through the employee locker room; place all personal belonging in your assigned locker, shower, and wear fresh uniformed clothing provided. Upon completion of your workday you will be expected to leave your soiled uniform in a designated area, shower, and dress in your personal clothes. Adherence to this is of utmost importance to this facility; any deterrence from this must be approved by a supervisor or head of cultivation.

After you have showered and are wearing your clean uniform; before entering into any cultivation rooms to begin daily care you must apply proper PPE; gloves, hair net etc. Scout across all plants in mother room/clones/seedling starts/veg/flower – every morning.





Report any findings and log them into Agrisoft. Use hand scanner to scan barcode located on each plant; enter any findings or issues in the notes section. Perform plant maintenance by removing dead or dying leaves-log this into the Pruning tab in agrisoft. **Always maintain a high standard of personal hygiene by frequently washing hands, notifying a supervisor if you have a health condition that could adversely affect the medical cannabis (i.e. include but not limited to open lesions, boils, sores, or infected wounds, or any other abnormal source of microbial infection), and wear protective gloves when handling medical cannabis.**

#### SOP-G-007

### Standard Operating Procedure for Propagation

#### 1.Purpose:

This SOP references propagation procedures.

#### 2.Scope:

This SOP will show how to correctly propagate.

#### 3.Responsibilities

Grower

#### 4.Procedure

Always wear gloves when working with cuttings – change when contamination occurs. Cuttings are taken from week 4 veg plants or mother plants. Using a specified instrument, count back 3-4 nodes (with the topmost leaves being node number 1) and make a 45 degree (diagonal) cut to remove the cutting from the plant. When removed from the donor plant, cuttings should be placed stem first into water to prevent loss of the capillary action in the cutting's stem which will interrupt the flow of water to the cutting. Take one rooting block from soaking tub.

#### Steps:

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**\*You will need- scissors or blade, Solo cups for cutting gathering, clone cubes, clean workspace.**

**\*Take one rooting block from soaking tub.**

**(NOTE: If Agrisoft is not accessible for any reason do not make any cuts and refer the issue to your direct supervisor. Our protocol for how to manage this is described in the Emergency Inventory Tracking section of our Operations Manual)**

**\*Inspect the stem cut and re-cut at 45 degrees if necessary.**

**\*Dip/roll each cutting stem once in the dipping cup.**

**\*Stick the cutting stem into cube.**

**\*Place cutting cube in tray.**

**\*Identify cutting strains in tray to keep strain cubes separate/log into Agrisoft and print barcode, place barcode on each cutting.**

**\*When full, place a dome over the tray and place under lights.**

**\*Cuttings under domes need to be kept isolated from crawling and flying pests. Isolation and cleanliness are the primary tools and scouting of plants under domes is of utmost importance.**

**\*Daily removal of weak cuttings and protection of the rest is top priority.**

## **SOP-G-008**

### **Standard Operating Procedure for Inventory Tracking**

#### **1.Purpose:**

This SOP references inventory tracking procedures.





## **2.Scope:**

This SOP will show how to properly track inventory in Agrisoft.

## **3.Responsibilities**

Senior Management/Grower/Processor/Transporter/Patient Service

## **4.Procedure**

Our organization will use Agrisoft for its inventory tracking system. The Agrisoft system incorporates chain of custody tracking for all inventory, recording the name, date, and time of all employees who have handled medical cannabis. The system monitors the entire transportation process and creates an electronic manifest outlining the full chain of custody from the cultivation facility to the final licensed recipient. The system is connected to the Medical Marijuana Program Tracking System.

NOTE: If Agrisoft is not accessible for any reason refer the issue to your direct supervisor. Our protocol for how to manage this is described in the Emergency Inventory Tracking section of our Operations Manual

### **Steps:**

**\*Under the tab all data pertaining to movement or product changes of any type of medical marijuana must be logged into agrisoft. (Agrisoft or a senior staff member will provide a training)**

**\*All mother plants, seedlings, clones, veg, and flower plants must contain a unique barcode generated by the Agrisoft system. The same is true for all product batches and finished product units.**

**\*All weights (i.e.-wet, dry, green waste, and usable trim) must be logged into agrisoft.**



**SOP-T-005**

**Standard Operating Procedure for Transporting**

**1. Purpose:**

This SOP references transporting procedures.

**2. Scope:**

This SOP will show how to properly transport inventory to a licensed compassion center located in the State of Rhode Island.

**3. Responsibilities**

Assigned Transport Employee/Supervisor

**4. Procedure**

Medical cannabis delivered from Livity LLC Cultivation facility to a licensed compassion center will be overseen by senior supervisor and DBR. The senior supervisor will oversee all security protocols and procedures, including the organization's transportation of marijuana to a state licensed compassion center or approved laboratory.

**Vehicles**

Marijuana stored inside the transport vehicle will not be visible from the outside. The vehicle will be equipped with GPS technology to allow for tracking during all transportation. The vehicle will not bear any markings of Livity LLC or mention that it contains marijuana, and will display current state inspection stickers, maintain a current state vehicle registration, and be insured in an amount that is appropriate. The vehicle and licensed employee will have digital radio and cellular telephone capabilities to contact the DBR and senior supervisor at all times during transport.

**Employees**

These staff members will possess a valid driver's license, have a clear Agent Card and state criminal background record check, and be a minimum of twenty-one (21) years of age. Each





agent will be equipped with a secure line of communication to be directly in touch with the DBR and senior supervisor at Livity LLC. Transport staff will carry an identification badge or card that demonstrates their clearance as a state-licensed agent of Livity LLC, and upon request, provide such card to the DBR or its authorized agents, law enforcement, or other federal, state, or local government officials carrying out their official functions or duties. A transport vehicle will be subject to inspection by the DBR or its authorized agents, law enforcement, or other federal, state, or local government officials carrying out their official functions or duties. Inspection may occur while on route during a transport, and Livity LLC transport staff will be required to comply with all requests from the parties listed above. Transport staff members will not wear any clothing or symbols that may indicate ownership or possession of marijuana.

### **Transportation Routes**

Upon DBR approval, a route will be established for transportation of medical marijuana to a licensed compassion center or approved laboratory. Livity LLC will foster a strong relationship with local and state law enforcement agencies that have jurisdiction over the areas in which the facility is located and where deliveries will occur. This collaboration will include requesting participation from these respective agencies regarding establishing transportation protocols, preferred routes, and other best practices to ensure the highest level of safety at all times.

Livity LLC will generate transport manifests for each delivery. The manifests will be produced in a hard-copy format to accompany all transports, as well as included electronically in the organization's inventory control and tracking system, Agrisoft.

NOTE: If Agrisoft is not accessible for any reason refer the issue to your direct supervisor. Our protocol for how to manage this is described in the Emergency Inventory Tracking section of our Operations Manual

Manifests will include the following information:

- \* Departure date and approximate time of departure.
- \* Names, location addresses, and registration/license numbers of the originating and receiving marijuana establishment facilities.
- \* Unique identifier generated by the Medical Marijuana Program Tracking System.
- \* Product names or descriptions.



- \* Quantities (by weight or unit) of each product to be delivered.
- \* Product name or descriptions and quantities (by weight or unit) of each product which was received by the marijuana establishment licensee. (contained on barcode created in Agrisoft)
- \* Arrival date and approximate time of arrival.
- \* Delivery vehicle make, model and license plate number.
- \* Names, registry identification card numbers, and signatures of the authorized transport cardholders.

**Steps:**

**Pre-Delivery**

**Livity LLC delivery staff or senior supervisor will contact the receiving organization prior to a transport and indicate an approximate time of arrival. Senior staff and transport employee will verify identification against provided order and information provided by the licensed compassion center prior to entry into the Vault.**

**During Delivery**

**One team member will exit the vehicle to handle the transfer while one team member will remain in the vehicle at all times. The staff member exiting the vehicle follows these steps:**

- \* Livity LLC staff will be trained to present their appropriate identification to the receiving staff member upon arrival and provide a copy of the transport manifest for review and signature.**
- \* The transport team member that exits the vehicle during delivery will unlock the secure storage container in the vehicle and remove contents that are included on the manifest for delivery.**
- \* Livity LLC staff will proceed to review all delivery packages with the receiving team member to confirm that each package in the shipment is labeled as described in the transport manifest, and the contents of the shipment are as described in the manifest.**





\* If a shipment is deemed to be accurate, Livity LLC staff will secure a signed copy of the transport manifest, which will be maintained in hard copy for five years. The electronic manifest will be updated upon return to Livity LLC by the transport team member, with a scanned copy of the manifest retained in the inventory control system.

\* Upon request, Livity LLC will provide a copy of printed manifests or receipts to the DBR or its authorized agents, law enforcement, or other federal, state or local government officials if necessary to perform their official functions and duties.

Under the protocol for transporting cannabis, Livity LLC will adhere to all state law and regulations as listed above for the transportation of marijuana to licensed compassion center or approved laboratories, and requirements for transport manifests.

If a breach or material defect in a standard operating procedure has been found to contribute to the discrepancy being investigated, the senior supervisor will report the finding to the CEO for immediate correction. The CEO has responsibility for altering any revision to the procedures in concert with the management team member of the department where the deficiency has been found. The process of amending a standard operating procedure requires identifying the process in need of correction, updating the organization's manuals and electronic inventory control system's tracking, and initiating training of all grow/process team members whose work is changed with the new protocol.

#### **SOP-T-001**

#### **Standard Operating Procedure for Security Access**

##### **1.Purpose:**

This SOP references security access procedures.

##### **2.Scope:**

This SOP will cover security access.



### **3.Responsibilities**

Senior Supervisor/Employees

### **4.Procedure**

Anyone that does not hold a state issued ID card with the DBR must register as a visitor with the office and be accompanied by an employee or supervisor at all times in the facility. If a visitor is on a tour through the facility, you must maintain constant visual contact on the visitor and prevent the visitor from ever touching a medical cannabis plant or product. All secure areas of the facility will be protected by an alarm system, including all rooms containing medical cannabis stock as well as the records storage room. Access of these areas of the facility will be possible only through the use of a keycard/key. Your employee keycards/key will only allow access to areas in which you have a legitimate job role or duty. Any attempt to enter an unauthorized area will trigger the alarm system. All areas of the premises are under constant, 24/7 video surveillance.

#### **Steps:**

- \*All guests must sign the Visitor Log located in the office.**
- \*Visitors touring the facility must be accompanied at all times and must not touch medical cannabis.**
- \*All unauthorized areas of the building are not open to touring (IT room, record storage area, vault).**
- \*All visitors upon completion of their visit must log out in the office.**





## **SOP-T-002**

### **Standard Operating Procedure for Inventory Tracking (Agrisoft)**

#### **1.Purpose:**

This SOP references inventory tracking procedures.

#### **2.Scope:**

This SOP will cover inventory tracking through Agrisoft.

#### **3.Responsibilities**

Senior Management/Grower/Processor/Transporter/Inventory/Patient Service

#### **4.Procedure**

The Compassion Center will utilize cloud based inventory control system designed for the medical cannabis industry – Agrisoft. The system allows for full “seed-to-sale” tracking of medical cannabis stock. Inventory tracking begins at the beginning stages of plant growth (seed or clone stage) and ends when cannabis is harvested and distributed to a state licensed compassion center. The system automatically assigns a globally unique and non-repeatable barcode number to every plant upon the sowing of the seed or other propagation.

The system is also integrated with Rhode Island’s tracking services, allowing it to function with the Medical Marijuana Program Tracking System.

NOTE: If Agrisoft is not accessible for any reason do not create any new products and refer the issue to your direct supervisor. Our protocol for how to manage this is described in the Emergency Inventory Tracking section of our Operations Manual



Licensed employees enter product name and all other pertinent information about the plant, extract or other type of medical marijuana product into the correlated data fields upon creation of the barcode-based inventory record. Throughout the production process, the licensed employee enters production notes into the inventory record for events (like weights, size, etc.) or additional information required for state regulation. Those production notes and the cannabis brand name follow the inventory record throughout the entire plant lifecycle. The system's reporting tool enables the organization to retrieve real-time data regarding all current and historical inventories for any specified time frame.

Our cloud based inventory control system, Agrisoft, has functionality that allows for all materials related to cultivation, processing, and dispensing to be recorded within the organization's inventory. Any raw material received for the cultivation process (seeds, cover crop, etc.) will be input by inventory staff into the system including the date of delivery for each product.

All medical cannabis produced from our organization and shipped to a licensed compassion center will include identifying information including the date, lot, and batch number of the product as well as our organization's contact information.

Our cultivation plan calls for the initial crop to come from seed, with subsequent crops to come from clones of existing plants or mother plants. As soon as a seed is planted, it will be given a unique identifier barcode through the Agrisoft cloud based inventory control system. A label with a barcode for the individual plant will be printed and affixed to the plant.

Each plant entered into the electronic inventory control system will be assigned to a batch that is the same strain of medical cannabis started at the same time. The batch number is part of the plant's electronic record, which can be retrieved through its unique barcode. This will happen as soon as a seed is planted.

Once the plant is large enough to support a tag (approximately 6 weeks for plants grown from seed and 4 weeks for plants grown from clones of existing plants) it will be placed. Identical labels will be placed on the plant container at the time a seed is planted.

We will use tags that are made of materials that resist variation in temperature and moisture. The tags will be secured well in advance of production. Placement of the tags on new plants will



occur when the plants are of a size to support the tag, approximately 6 weeks for plants grown from seed, and 4 weeks for plants grown from clones.

Medical cannabis is weighed throughout the production process beginning at the time of harvest. Weights are documented and included for each batch in the inventory control system. Prior to medical marijuana being dried and cured, it is weighed, and weighed again following the process. All weights are tracked in the system. Weighing is mandatory for production and the data is used to determine unintended deviation or discrepancy.

The inventory control system allows for every scope of cultivation, processing, and distribution activities to be documented, and tracked throughout the full seed to sale cycle for any product. Required data input on the status of each plant is built into the functionality of the tracking system. If a deviation occurs that requires correction, the team will document and record any material change with a goal of returning the production process to be in concert with the original data entered. Material changes will be documented in Agrisoft and maintained in hard copy format in the cultivation records of the organization.

Stored (cured) medical cannabis will remain in the segregated, secure storage area until released for distribution. Weights of each container will be recorded prior to being placed in storage, as well as taken at the time of distribution. If a statistically relevant deviation in weight is discovered prior to distribution, an investigation of the matter must be conducted by the facility manager and head of cultivation. Documentation and reporting on any deviation in weight will be recorded, retained, and shared with DBR as required by regulation.

### Steps:

**\*Complete Agrisoft training**

**\*Obtain username and password**

**\*Please see above for all information entered into the inventory tracking system. (Every aspect of cultivation must be entered into Agrisoft; all movement of a plant or product must also be logged in live time)**

### 1.6.2 Tagging of Plants and Medical Marijuana Products

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A. Unique identifier tags shall be placed in a manner to clearly display their association with a particular plant, plant material, or product as approved by DBR. For example:

1. Affixed to the plant itself or the plant receptacle;
2. By labeling drying racks and other receptacles that wet marijuana dries on;
3. On a label affixed to a storage/transport package and/or retail-ready package; and/or
4. Any other means DBR deems appropriate.

B. All immature plants, usable marijuana, medical marijuana products and waste must be tagged with the following information unless otherwise approved by DBR:

1. The licensee's license number and tradename/business name;
2. The unique identifier generated by the Medical Marijuana Program Tracking System;
3. Strain name or product name (waste excluded);
4. The quantity of the product; and
5. Any other information or technical functions DBR deems appropriate.

C. Each mature marijuana plant must be physically tagged and tracked individually with the following information unless otherwise approved by DBR:

1. The licensee's license number and tradename or business name;
2. The unique identifier generated by the Medical Marijuana Program Tracking System.
3. Strain name.
4. Date of creation; and
5. Any other information or technical functions DBR deems appropriate.





DBR and DOH will have access to the above medical marijuana plant tag certificate data, through the Medical Marijuana Program Tracking System, or, if the System is not available, through other data sharing mechanisms.

#### **SOP-T-004**

### **Standard Operating Procedure for Prevention of Theft and Diversion**

#### **1. Purpose:**

This SOP references procedures for prevention of theft and diversion.

#### **2. Scope:**

This SOP will cover theft and diversion prevention.

#### **3. Responsibilities**

Senior Supervisor/Employees

#### **4. Procedure**

To accomplish inventory control, Livity LLC will utilize an industry-leading cloud based tracking system to prevent product diversion. The organization will utilize Agrisoft, a seed to sale management system. It offers tracking of all medical marijuana products from the time a seed is germinated until final medical marijuana products are prepared for delivery to licensed compassion center or approved laboratory. Because the system so thoroughly tracks all inventory, it will be easy to determine instances of theft, diversion, or abnormal inventory shrinkage.

The inventory control system in Agrisoft allows Livity to create a thorough inventory management environment. The system records inventory of every individual product, seed, or plant in the facility. There are inventory categories, allowing for quick and easy addition of new items and product lines. The system allows the ability to follow and sort products ensuring that every single item and quantity is counted.



Pursuant to Livity's inventory management protocols, unique barcodes will be generated with appropriate labels for each medical marijuana product, seed, and plant. The labels will conform to all state regulations and include appropriate information on the type of medical marijuana, quantity, laboratory test results, and grower/processor of origin. The inventory control system includes specific fields for Livity staff to populate including name of product, description, expiration date, image, attributes specific to the product, barcodes, notes, and quality/condition.

Every transaction has a virtual paper trail, allowing the organization to see the time and date for every transaction as well as which staff member performed it. User levels are built into the system as a security measure to limit access to the system's full capabilities. Reports covering sales, inventory, and transports are readily available to the staff as well as any regulator or law enforcement official upon request. Backup data servers will be in place to ensure that records are maintained and not lost.

Diversion prevention at Livity is predicated on the inventory control system being reconciled with ongoing review of all inventory in the facility. A key component of the diversion prevention activities includes inventory controls that mandate regular, ongoing counts of all inventory in the secure storage room and cultivation and processing areas of the facility. These counts will be recorded in inventory reports for all employees and verified against available data in the inventory control system. If a discrepancy is noted during the inventory counts, an incident report will be immediately processed and a subsequent investigation will follow. The DBR and local and state law enforcement agencies will also be alerted of the incident in compliance with state law and regulation.

Along with regular reconciliation of inventory in stock against the inventory control system, Livity will conduct monthly inventories of all stored medical marijuana products, seeds, immature medical marijuana plants, and medical marijuana plants. The organization will also conduct a full, comprehensive annual inventory of all products, seeds, and plants to document compliance with state regulation and ensure no loss of product. All inventories will be documented by senior staff/facility manager and conducted utilizing Livity staff. Documentation of inventories will be retained by Livity for a period of five years and accessible to the DBR or other state officials in the course of their official duties.

In conjunction with Livity protocols for training of grow/process employees, extensive education and training on prevention and detection of diversion of medical marijuana is conducted throughout an employee's career at the facility. Diversion of seeds, immature





medical marijuana plants, medical marijuana plants, and medical marijuana products to any person or organization that is not licensed by the State of Rhode Island is a serious violation of state law and serves to undermine the integrity and purpose of the medical marijuana program. The organization takes the issue of diversion of medical marijuana quite seriously and has developed an education and training regimen for all grow/process employees to assist in the detection and prevention of this practice.

Diversion prevention training at Livity will be focused on two main components:

- Educating employees on the security, audit, electronic controls, and surveillance capabilities of the organization,
- Informing employees of the penalties associated with diversionary practices

Orientation training and ongoing in-service sessions will inform employees of the criminal penalties associated with diversion of medical marijuana at the facility. Penalties for those attempting to divert medical marijuana via robbery or purchase of medical marijuana to an outside source will also be covered. The intent of the ongoing training on penalties for diversion activities will be focused on clearly presenting the consequences of diversion with a goal of enhanced prevention.

Training on diversion prevention will begin with an overview of detection methods. Employees will be provided an overview of Rhode Island rules and regulations to gain a full understanding of the permitted ways in which medical marijuana is legally distributed and produced. Once employees are informed of the legal distribution channels and production methods, they are provided with examples of medical marijuana diversion. This is essential to providing clear training on how to detect instances of diversion. Examples include medical marijuana being stolen from the facility, provided illegally for sale by employees of the facility, stolen as part of the disposal protocol, stolen from the facility during a robbery, or stolen from a transport worker during a delivery. Detection of these instances of diversion from the facility's medical marijuana product inventory is sometimes difficult to detect. Employees will be trained, however, on the protections in place to prevent these instances, along with internal controls to assist in detection.

For instances of employee theft, diversion training will demonstrate the extensive security protocols that are in place to monitor and control this from happening. Employees will be educated and trained that any instances of theft or potential diversion will be recorded and subject to review and intervention at any time.



Security and surveillance capabilities Training efforts at Livity on diversion prevention will be complemented by security systems and protocols that ensure optimal compliance. Livity's security and surveillance operations will adhere with all state law and regulations. The security and surveillance capabilities are a key component of diversion prevention. All security and surveillance systems will utilize commercial-grade equipment to prevent unauthorized entry and prevent and detect an adverse loss. This facility will be under 24/7 365 days a year video surveillance.

**Steps:**

**\*Training and proper use of Agrisoft.**

**\*Please see above for all other trainings and procedures.**

**SOP-T-006**

**Standard Operating Procedure for Disposal**

**1.Purpose:**

This SOP references disposal procedures.

**2.Scope:**

This SOP will cover proper disposal.

**3.Responsibilities**

Senior Supervisor/Employees





#### **4.Procedure**

Waste Products-Marijuana, marijuana byproducts, and marijuana surplus waste will be stored, secured, and managed in accordance with all applicable federal, state, local statutes, regulations, ordinances, and any other legal requirements. Prior to disposal of any such marijuana waste, it will be made unusable and indistinguishable by grinding and incorporating the marijuana plant waste with other ground materials to result in a 50% non-marijuana waste by volume. With the DBR approval this waste will be placed in worm bins to further decompose and provide nutrients to the soil life. All waste material will be accounted for and accurate records will be taken to provide evidences of all waste activity. Storage of such records or summaries will take place in Agrisoft.

#### **Steps:**

**\*All non-usable marijuana waste including but not limited to fan leaves, stems, and stalks will be ground up in the chipper which is located in the garage area.**

**\*Ground up waste will be placed into the worm bins to further decompose into castings.**

#### **SOP-G-009**

#### **Standard Operating Procedure for Laboratory Testing**

##### **1.Purpose:**

This SOP references laboratory testing procedures.

##### **2.Scope:**

This SOP will cover laboratory testing.



### **3.Responsibilities**

Senior Supervisor/Employees

### **4.Procedure**

Upon the direction or request from the head of cultivation a sample flower from a batch will be pulled at random and sent to a laboratory for testing. All results from the lab will be entered into Agrisoft in the lab test results area. All medical marijuana products produced by our facility must be tested by sample batch.

#### **Steps:**

**\*Done a clean pair of gloves.**

**\*Pull a sample flower from a batch of dried flower; make sure to reflect the weight change in agrisoft once the sample is pulled.**

**\*Prepare sample for the lab according to the laboratory's direction. PreRoll samples must be ground.**

**\*Once lab test results return all information is to be entered into the lab test results area in agrisoft.**

**\*Hard copy lab test reports are to be given to facility manager to be filed.**

**Batches that have not been tested must be labeled PRODUCT NOT SAMPLED FOR TESTING. Once a sample has been removed, it must then be labeled PRODUCT NOT TESTED. Only once a sample has been found not to exceed any unpermitted levels, will it be labeled PASSED TESTING.**





**SOP-T-007**

**Standard Operating Procedure for Product Storage**

**1.Purpose:**

This SOP references product storage procedures.

**2.Scope:**

This SOP will cover proper product storage.

**3.Responsibilities**

Senior Supervisor/Employees

**4.Procedure**

Many factors can affect the shelf life of medical cannabis. Exposure to light, airflow, oxygen exposure, heat, and relative humidity levels, if uncontrolled, can all play a detrimental role in affecting the quality and integrity of medical cannabis over time. This facility will ensure that cannabis products are 1) not exposed to light, 2) kept at roughly 62% relative humidity, 3) maintained at a temperature of roughly 70 degrees Fahrenheit, and 4) kept in airtight containers to reduce oxygen exposure. After medical cannabis is harvested, processed, and prepared for storage, in our cultivation facility, our facility stores the products in optimal conditions to maintain the integrity of the cannabis for as long as needed.

All medical marijuana and medical marijuana products must be stored only in a locked area.

When not being dispensed to a patient, all medical marijuana products stored at our Compassion Center in Woonsocket must be kept in a product storage vault.

**Steps:**

**\* Put on a clean pair of gloves.**

**\*After final weight has been taken and logged into agrisoft of cured product it must be stored in proper storage bins as directed by the head of cultivation.**

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**\*Storage of finished medical marijuana and medical marijuana products will be strictly in the vault, to which only the head of cultivation, facility manager and senior management will have access.**

**Products will be removed from the vault solely to be transported to the Compassion Center or to be stored in limited quantities at each patient service station in the Compassion Center. Storage at the patient service station will be in drawers that are kept locked at all times, except when distributing medical marijuana to patients.**

**These drawers will be periodically replenished from the vault throughout the business day as necessary, strictly by the personnel mentioned above. At the close of each business day all medical marijuana and medical marijuana products will be removed from these locked storage drawers and returned to the vault, where all finished product must be kept at all times during non-business hours.**

**All inventory movement must be tracked in Agrisoft as the Medical Marijuana Inventory Tracking System and as delineated elsewhere in this booklet.**

#### **SOP-P-001**

#### **Standard Operating Procedure for Handling of Finished Product and Packaging**

##### **1.Purpose:**

This SOP references proper handling of finished product and packaging.

##### **2.Scope:**

This SOP will cover handling of finished product and packaging.

##### **3.Responsibilities**

Senior Supervisor/Employees



#### 4.Procedure

All finished products will be packaged in black, child-resistant polymer bags, designed to be unattractive to children. As an example, an image of a typical bag to be used follows.



The only markings on the package will be the Livity logo and an affixed label that includes the following information:

- business or trade name of the compassion center
- Inventory tracking ID number assigned Agrisoft
- date of final packaging including a recommended use by date.
- total and per-serving by weight in ounces, grams, or volume.
- total and per-serving of estimated amount of THC and CBD.
- list of all ingredients
- a statement that discloses any pesticides applied and the growing medium used during production and processing. (I.E. Organic or grown in soil pesticide free)
- a statement of disclosure of the type of extraction method used.
- instructions for proper use and safe storage.

No packaging can contain any statement, artwork, or design that will mislead a consumer to believe anything other than medical marijuana is in the package or that would make the package to appear in any way appealing to children.



In addition the package may not contain any seal, flag, or crest that would lead a consumer to believe the medical marijuana product has been endorsed or manufactured by the State of Rhode Island.

Additional packaging requirements are listed below.

In accordance with R.I. Gen Laws 21-28.6-16(g) all marijuana packaging or containers in which medical marijuana will either be stored or packaged in will be protected from contamination, be non-toxic (food grade bins for storage will be used), contain the Inventory tracking ID number assigned by Agrisoft, and be labeled with the quantity of the product. All retail-ready product packaging and labeling we will adhere to the further requirements which are as follows:

- 1-The product will comply with the DOH testing regulations.
- 2-The labeling and packing will not make any false statements in regard to health or physical benefits to the consumer, resemble any commercially available; snack, baked good or beverage, contain any statement, artwork, or design that will mislead a consumer to believe anything other than medical marijuana is in the package, and contain any seal, flag, or crest that would lead a consumer to believe the medical marijuana product has been endorsed or manufactured by the State of Rhode Island.
- 3-All packaging will be opaque in color, light resistant, and tamper evident.
- 4-All packing and labeling will not be attractive to children in order to adhere to this the packaging will be only black and white in color; contain no animals or design work that would appeal to a child as well as no wording such as "candy".
- 5-Retail-ready medical marijuana and marijuana products will be in child-resistant packaging which will consist of; solid or liquid marijuana will be in plastic 4mm or greater heat sealed package. The package will not contain any dimples, corners, or flaps. In addition any liquid medical marijuana may be packaged in a bottle sealed using a metal crown cork style bottle cap.
- 6-Solid medical marijuana edibles that contain more than one serving size will be packaged as follows; each serving will be individually packaged in a child-resistant package followed by a master package containing all individual servings. The master pack will be child-resistant.
- 7-Liquid edibles with more than one serving will contain a measuring cap or measuring dropper included with the package.
- 8-All retail-ready medical marijuana packaging will contain the following language in a clear and legible English font:
  - a- business or trade name of the compassion center
  - b- Inventory tracking ID number assigned Agrisoft





- c- date of final packaging including a recommended use by date.
  - d- total and per-serving by weight in ounces, grams, or volume.
  - e- total and per-serving of estimated amount of THC and CBD.
  - f- list of all ingredients
  - g- a statement that discloses any pesticides applied and the growing medium used during production and processing. (I.E. Organic or grown in soil pesticide free)
  - h- a statement of disclosure of the type of extraction method used.
  - i- instructions for proper use and safe storage.
- 9- All retail-ready medical marijuana and marijuana products will include an affixed label like shown below with approval from the DBR, to the package in a clear and legible English font: (please note if the product should contain any nuts; other known allergens, or traces of nuts in accordance with the Food Allergen Labeling and Consumer Protection Act of 2004 as administered by the food and drug administration a warning label will be affixed to the package.)

All products that include any allergens must have specific call outs to those allergens affixed to them below the full ingredients list.

The label must read: ALLERGEN WARNING: Product contains with the allergen listed.

For example, for a product that contains soy the label would read:

ALLERGEN WARNING: Product contains soy.

All final products packaged or sold by Livity Compassion Center must include the following label:



**CONTAINS THC**

**SOP-P-002**

**Standard Operating Procedure for Cleaning and Sanitation**

**1. Purpose:**

This SOP references cleaning and sanitation procedures.

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## **2.Scope:**

This SOP will cover cleaning and sanitation.

## **3.Responsibilities**

Employees/Head of Cultivation

## **4.Procedure**

Once the harvest team completes the harvesting of the plants, they will then begin the process of cleaning the entire grow area. This includes the floors, walls, ceilings, equipment and any other items in the room that requires sanitization. This process will be completed within the 5 day work week, so the cultivation team can refill the system at the start of a work week with a fresh set of plants – allowing the next room to be ready for harvest. Cultivation equipment will be disinfected and sanitized periodically during harvest using isopropyl alcohol. Before new plants are admitted into a cultivation room and after harvesting is complete, plant containers will be thoroughly cleaned with a sodium hypochlorite solution. All workspaces must be kept clean and orderly by properly storing equipment and grow materials in their proper storage location. If you discover a spill or something that requires cleaning, address the issue immediately. In addition, any employee suffering from a health condition with the potential to contaminate any medical marijuana or medical marijuana product or our facility must immediately report this condition to his or her direct supervisor.

### **Steps:**

- \* Proper PPE (gloves, mask, eye wear)**
- \*All walls, ceiling, and floors must be wiped down with a 50/50 sodium hypochlorite solution.**
- \*Any empty pots must be cleaned with hot soapy water**
- \*All large beds must be moved so the floor underneath can be cleaned**
- \*All other grow equipment that is designed to be cleaned must be wiped down with the 50/50 solution**



**\*Any employee reporting an adverse health condition will immediately be sent home to heal and recuperate. His or her supervisor will check in to see how the employee is doing as soon as possible, and the employee will only be readmitted to the facility upon receiving a clean bill of health from a medical professional.**

**\*In light of the COVID-19 pandemic, all employees will also be screened with a temperature check before entering the facility. If an employee has an elevated temperature the same steps will apply as the step above. Additionally, any employee reporting adverse health effects or who has an elevated temperature will not be readmitted into the facility until they have a negative COVID-19 test or until 10 days have passed with no symptoms following a positive COVID-19 test.**

**\*In light of the COVID-19 pandemic, employees must also clean and disinfect all work surfaces, including equipment, tools and machinery, delivery vehicles and areas in the work environment, including restrooms, break rooms, lunchrooms, meeting rooms, and drop-off and pick-up locations in compliance with CDC guidelines.**

## **SOP-T-008**

### **Standard Operating Procedure for Receiving**

#### **1.Purpose:**

This SOP references receiving procedures.

#### **2.Scope:**

This SOP will show how to properly receive inventory from a licensed supplier located in the State of Rhode Island.

#### **3.Responsibilities**

Assigned Receiving Employee/Supervisor





#### 4.Procedure

Medical marijuana and/or medical marijuana products delivered to Livity LLC Compassion Center will be overseen by a senior supervisor and DBR. The senior supervisor will oversee all security protocols and procedures, including the organization's receipt of marijuana from a state licensed supplier or approved laboratory.

Livity LLC will only accept deliveries from suppliers licensed in the state of Rhode Island and deliveries are accompanied by a physical manifest. These manifests will be matched against both our outstanding orders and a physical inspection of all products in the delivery to ensure that the received products both match the products ordered and that their state mandated tracking numbers match the numbers on the manifest. All of this information will then be logged into Agrisoft.

If there are any discrepancies between the quantities listed in the transport manifest and the quantities of the shipment or between the manifest and our order, those specific items where there are discrepancies will not be accepted into our facility. Any necessary changes to our Medical Marijuana Program Tracking system will immediately be implemented by the receiving team, who will pass this information on to senior management who will in turn communicate this information on to DBR in accord with the policies outlined in our Operations Manual. When reviewing all of the information in the manifest as well as the licensed agents delivering the medical marijuana and medical marijuana products and the products themselves, the receiving team must take special care to ensure that no products are received into our facility that originate outside of the state of Rhode Island.

Even though medical marijuana products for which there is a discrepancy in the manifest and the items in the shipment will not be accepted, it is imperative that this discrepancy is reported to DBR and municipal and/or state law enforcement within twenty-four (24) hours.

NOTE: If Agrisoft is not accessible for any reason refer the issue to your direct supervisor. Our protocol for how to manage this is described in the Emergency Inventory Tracking section of our Operations Manual.

Manifests received from licensed suppliers must include the following information:

\* Departure date and approximate time of departure.



- \* Names, location addresses, and registration/license numbers of the originating and receiving marijuana establishment facilities.
- \* Unique identifier generated by the Medical Marijuana Program Tracking System.
- \* Product names or descriptions.
- \* Quantities (by weight or unit) of each product to be delivered.
- \* Product name or descriptions and quantities (by weight or unit) of each product which was received by the marijuana establishment licensee. (contained on barcode created in Agrisoft)
- \* Arrival date and approximate time of arrival.
- \* Delivery vehicle make, model and license plate number.
- \* Names, registry identification card numbers, and signatures of the authorized transport cardholders.

**Steps:**

**During Delivery**

- \* **Livity LLC staff will be trained to review the appropriate identification to on the transporting staff member upon arrival and request a copy of the transport manifest for review and signature.**
- \* **Livity LLC receiving staff will proceed to review all delivery packages with the transporting team member to confirm that each package in the shipment is labeled as described in the transport manifest, and the contents of the shipment are as described in the manifest.**
- \* **If a shipment is deemed to be accurate, Livity LLC staff will secure a signed copy of the transport manifest, which will be maintained in hard copy for five years. The electronic manifest will be updated upon return to Livity LLC by the transport team member, with a scanned copy of the manifest retained in the inventory control system.**
- \* **Upon request, Livity LLC will provide a copy of printed manifests or receipts to the DBR or its authorized agents, law enforcement, or other federal, state or local government officials if necessary, to perform their official functions and duties.**





Under the protocol for transporting cannabis, Livity LLC will adhere to all state law and regulations as listed above for the receipt of marijuana from licensed suppliers or approved laboratories, and requirements for transport manifests.

If a breach or material defect in a standard operating procedure has been found to contribute to the discrepancy being investigated, the senior supervisor will report the finding to the CEO for immediate correction. The CEO has responsibility for altering any revision to the procedures in concert with the management team member of the department where the deficiency has been found. The process of amending a standard operating procedure requires identifying the process in need of correction, updating the organization's manuals and electronic inventory control system's tracking, and initiating training of all grow/process team members whose work is changed with the new protocol.

#### **SOP-Q-001**

#### **Standard Operating Procedure for Quarantine**

##### **1.Purpose:**

This SOP references quarantine procedures.

##### **2.Scope:**

This SOP will show how to determine if a product needs to be quarantined and how to quarantine a product if such a quarantine is necessary.

##### **3.Responsibilities**

Assigned Inventory Employee/Supervisor

##### **4.Procedure**

All medical marijuana and/or medical marijuana products produced by Livity LLC Compassion Center are subject to sample testing by approved laboratories. If any test sample result exceeds an action level as determined by DBR, senior management must be alerted. If senior



management does not believe there is any chance the test results might have been off or that there is a chance the medical marijuana product could be remediated to ensure that a new test will show that the product does not exceed an action level, then the product will immediately be put into quarantine into the quarantine room as described in the Operations Manual.

It is also possible that products may, from time to time, become outdated, damaged, deteriorated, misbranded, or adulterated. At the discretion of senior management, these products will also be placed in the quarantine room.

**Steps:**

**If the senior manager believes that a retest (as in the case say of flower grown in soil that has been shown to produce clean results in the past) is warranted, he or she will make such a request in writing to DBR. If approved, the laboratory will perform another test on the same sample. If at that point the sample test results do not exceed an action level, the senior manager will direct staff to package the product as usual. If the retest again shows that the product exceeds an action level, then the product will immediately be put into the quarantine room as described in the Operations Manual.**

**Similarly, if the senior manager believes the product could be remediated (as in the case say of a rosin) then he or she will make such a request in writing to DBR. Then a new product sample will be sent to the test laboratory. If those test results do not exceed an action level as defined by DBR than the senior manager will direct staff to package the product as usual. If the retest again shows that the product exceeds an action level, then the product will immediately be put into the quarantine room as described in the Operations Manual.**

**Any products placed into quarantine at the discretion of senior management must be logged in Agrisoft.**

**Within two (2) business days from issuance of final test results, the lab must upload results into the Agrisoft or submit the certificate of analysis directly to DBR.**

**NOTE: If Agrisoft is not accessible for any reason refer the issue to your direct supervisor. Our protocol for how to manage this is described in the Emergency Inventory Tracking section of our Operations Manual.**





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**SOP-Q-002**

**Standard Operating Procedure for Recall**

**1. Purpose:**

This SOP references recall procedures.

**2. Scope:**

This SOP will show what to do if DBR determines that medical marijuana or a medical marijuana product that we have distributed needs to be recalled

**3. Responsibilities**

Senior Management

**4. Procedure**

While unlikely, it is possible that DBR or DOH may determine that medical marijuana or a medical marijuana that we have distributed to patients needs to be recalled and alert us that we need to conduct a product recall. If so, it is imperative that senior management manage the recall directly, concentrating their efforts first and foremost on advising the public and following all directives related to the recall as issued by DBR or DOH.

**Steps:**

**Once DBR or DOH has communicated that a recall is necessary, senior management will immediately remove from sale and quarantine all existing product that may remain on site according to the procedure outlined in SOP-Q-001.**

**Senior management will also post messages noting the recall prominently on the front page of the website of Livity as well as on all Livity social media channels and to public email distribution channels managed by Livity. Such messaging must reference the specific product as well as any relevant batch numbers, tags, or other identifying data to assist the public and licensees in understanding exactly what products have undergone a recall.**



Senior management must also identify all patients who may have received the recalled product and communicate to them individually by email and written letter of the product recall, directing them to stop consuming the recalled product and return any remaining product to Livity Compassion Center.

Returned product will receive a full refund of the purchase price and be immediately placed into quarantine.

If DBR or DOH ultimately determines that recalled products must be destroyed such will be done with the oversight of senior management according to our disposal procedures.

All products involved in the recall must be appropriately entered into Agrisoft or other Medical Marijuana Tracking System to ensure proper inventory tracking.

**NOTE:** If Agrisoft is not accessible for any reason refer the issue to your direct supervisor. Our protocol for how to manage this is described in the Emergency Inventory Tracking section of our Operations Manual.

#### **SOP-P-003**

#### **Standard Operating Procedure for Patient Intake**

##### **1.Purpose:**

This SOP references the patient intake procedure.

##### **2.Scope:**

This SOP will cover how to manage the intake of a new or returning patient.

##### **3.Responsibilities**

Patient Intake Manager



#### 4.Procedure

All patients who enter our Compassion Center must be screened before entering the area of the facility where medical marijuana and medical marijuana products are distributed. Upon entering the building, all patients must check in at the patient intake window where their ID and status will be reviewed before they are able to enter the facility.

Access to the remainder of the facility is controlled through a button controlled by the employee maintaining the patient intake window.

Walls, locked doors, and bullet proof glass separate all employees of our Compassion Center and all patients until each patient is screened and allowed into the facility by Livity Compassion Center staff.

#### Steps:

1. **The patient intake window will be manned by a Customer Service Technician or the Patient Intake Manager at all times during business hours**
2. **When a new patient enters, a soft buzzer at the patient intake window will go off, alerting staff that a new patient has arrived.**
3. **At the intake window, the patient will be asked to provide both government proof of identification (i.e. a driver's license or a passport) and their medical marijuana patient ID card. The employee will then check the employee against our records in Agrisoft and our employee database, as well as review the identification provided by the patient to ensure that no piece of identification is expired and that the person who presented the identification matches the pictures on the identifications.**
4. **If it is a patient's first visit, he or she will be allowed into the building and asked to sit in the patient intake center section of the Compassion Center located near the patient intake window, where he or she will fill out forms acceptable to DBR describing their patient ID registration number and state of registration, home address and other contact information, age, medical condition, and expected amount of medical marijuana the patient expects to medicate with on a monthly basis. All these records will be kept in hard and digital copies. Once all paperwork has been collected the patient will be directed to the medical marijuana distribution area.**

5. Any out of state patient will receive a form explaining Rhode Island's rules and regulations regarding patients with IDs issued by other states. All patients – out of state - must have all their transactions tracked in Agrisoft.
6. Patient information confidentiality is of utmost importance. All patient records are private.
7. If a patient has already visited our facility before, this will be identified while staff are checking his or her identification. Once all identification checks out, the patient will be allowed into the facility and invited to the medical marijuana distribution area.

#### **SOP-T-009**

#### **Standard Operating Procedure for Reporting Violent Accidents or Robberies**

##### **1.Purpose:**

This SOP references reporting procedures in the event of a robbery or other violent event.

##### **2.Scope:**

This SOP will outline the steps that must be taken in light of such an occurrence.

##### **3.Responsibilities**

Senior Managers / All employees, volunteers, and agents

##### **4.Procedure**

All robberies or violent accidents must immediately be reported to local law enforcement. This will be accompanied by an email and phone call to DBR describing the incident within one day of its occurrence.





Employees should not wait for supervisor involvement but should immediately call 911. Once appropriate authorities have been alerted, then employees must next alert their supervisors and senior management, who are responsible for necessary communications with DBR.

**SOP-T-010**

**Standard Operating Procedure for Ordering**

**1.Purpose:**

This SOP references ordering procedures.

**2.Scope:**

This SOP will show how to properly order inventory from a licensed supplier located in the State of Rhode Island.

**3.Responsibilities**

Assigned Ordering Employee/Supervisor

**4.Procedure**

Medical marijuana and/or medical marijuana products ordered to Livity Compassion Center will be overseen by a senior supervisor and DBR. The senior supervisor will oversee all security



protocols and procedures, including the organization's receipt of marijuana from a state licensed supplier.

Orders to suppliers are made in the form of Purchase Orders, which correlate with all information in our Inventory Tracking System. These Purchaser Orders represent formal agreements between us and our suppliers, outlining the terms of all our transactions.

Purchase Orders include:

1. Description and amount of product to be sold and/or services to be provided.
2. The total price and per unit price of the product to be sold and/or services to be provided.
3. Expected delivery due date
4. Payment terms
5. Compassion Center delivery address
6. Name of supplier, addresses, and Rhode Island DBR license number.



### **CC Exhibit F – Compassion Center Premises Requirements**

*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.*

This property was selected for a potential Marijuana Compassion Center due to its ideal adaptive reuse of a former Citizens Bank on the edge of one of seven permitted zones in Woonsocket. Nearly all of the concerns to date surrounding the proposed use are mitigated and, in many cases, resolved by this particular site. In addition to bringing business and new life back to an abandoned building, we feel that the consumers we attract will also benefit the many neighboring retail and service based businesses on this dense commercial corridor.

The security features of the former bank lend itself to the Compassion Center both within the building and on the site. The exterior parking lot not only offers ample parking with the ability to increase by design, but also has the security of a camera and lighting system that we feel meet the requirements of the proposed use. The set back from the street with 2 exits and entrances avoids any negative traffic impact to the neighborhood along with dense foliage screening to the east and west. Due to the size of the lot, there is also the possibility of adding further foliage screening to the residential zone abutting the rear of the lot. In addition, the drive thru facility of the building not only allows an alternative method of retail that reduces parking, but like many pharmacies offers a timely and safe solution for contact free retail during the time of our pandemic.

The building itself is already an ideal design for the retail of marijuana products with the secure separation of the Retail Floor from the Sales (Teller) & Drive Thru Counters and the ability to store product in the existing vault as well as cash in the existing safe. Furthermore, there are two separate entrances for employees and customers that respectively access the sales and retail portions of the building. The ideal wired camera and alarm security systems already exist within the building along with a monitoring room for our intended use. Beyond the addition of some glass to the retail counter for additional security and Covid measures, the site requires no build out for our purposes beyond display and shelving in the retail section.

The address for the Compassion Center is <sup>185 York Ave, Pawtucket RI</sup> ~~1675 Diamond Hill Road, Woonsocket, RI 02895.~~  
~~A.P. 46 LOT 21 Zoning District C2~~ <sup>AP 39, LOT 930</sup>

- 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;*

Please find our preliminary zoning approval letter attached.

Exhibit F – Livity Compassion Center

- 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;*

Please find a Restricted Area map showing the location of our proposed facility at 1675 Diamond Hill Road in light of these restrictions attached.

- 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;*

Please find a diagram of the floor plan ~~at 1675 Diamond Hill Road in Woonsocket~~ attached, which describes many of these requirements.

A site map showing our parking layout for the facility ~~at 1675 Diamond Hill Road~~ is also attached.

- 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*

As shown in our attached site map and other property records, the facility is set back well over 100 feet from the street and any other buildings. It is also in a commercial district. All windows at the facility will be installed with black out windows before we commence operations and we will take other measures as described in our Security & Safety Plan to ensure medical marijuana is not visible from the street or other public areas.



Exhibit F – Livity Compassion Center

- 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.*

Please find our executed ~~lease agreements attached to this Exhibit.~~  
letter of intent attached



DONALD R. GREBIEN  
MAYOR

**CITY OF PAWTUCKET**  
RHODE ISLAND

**DEPARTMENT OF PLANNING AND REDEVELOPMENT**

JEANNE M. BOYLE  
COMMERCE DIRECTOR

SUSAN MARA  
PLANNING DIRECTOR

Mr. Joel Trojan  
1988 Louisquisset Pike  
Lincoln RI, 02865

**RE: 185 YORK AVENUE, PAWTUCKET, RI  
ASSESSORS PLAT 39, LOT 0930**

Dear Mr. Trojan,

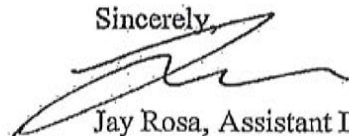
The Pawtucket Department of Planning and Redevelopment is aware of your intent to pursue a license from the Rhode Island Department of Business Regulation (DBR) to operate a medical marijuana compassion center in the City of Pawtucket.

Please note that medical marijuana compassion centers are only permitted by special use permit in designated industrial zoning districts in Pawtucket. Additionally, all proposals to establish a compassion center in Pawtucket are subject to development plan review by the City Planning Commission in accordance with Zoning Ordinance § 410-60. These public review processes are in place to evaluate the appropriateness, functionality, and anticipated impact of proposed compassion centers.

Should DBR elect to issue a license for you to operate a compassion center, you would be required to apply for, and be granted, a special use permit, dimensional variances as needed, and design approval before any local permits to construct and/or operate may be issued.

As you are aware, any compassion center proposed for Pawtucket would also be required to demonstrate the ability to comply with all DBR rules and regulations at all times.

Sincerely,



Jay Rosa, Assistant Director

cc. William Vieira, Zoning Official  
John Hanley, Building Official  
Susan Mara, Planning Director  
Dylan Zelazo, Director of Administration











LIVITY COMPASSION CENTER  
185 YORK AVENUE  
PAWTUCKET, RI 02860

November 24, 2020

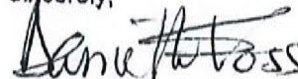
Mr. Joel Trojan  
Trojan Equities, LLC  
1998 Louisquisset Pike  
Lincoln, RI 02865

**Re: Letter of Intent Regarding Lease**

Dear Mr. Trojan:

The purpose of this Letter of Intent is to confirm the intention of Livity Compassion Center and Trojan Equities, LLC to enter into the attached lease for property located at 185 York Avenue, Pawtucket, RI on the date that Rhode Island Department of Business Regulation issues a medical marijuana compassion center license to Livity Compassion Center, if that occurs. If you agree with this Letter of Intent, kindly indicate your agreement by signing below.

Sincerely,

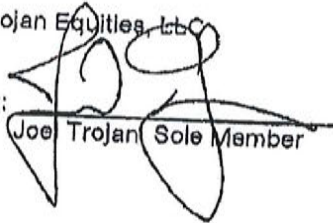


Danielle Foss  
President

Agreed as to this Letter of Intent:

Trojan Equities, LLC

By:



Joe Trojan Sole Member



## LEASE

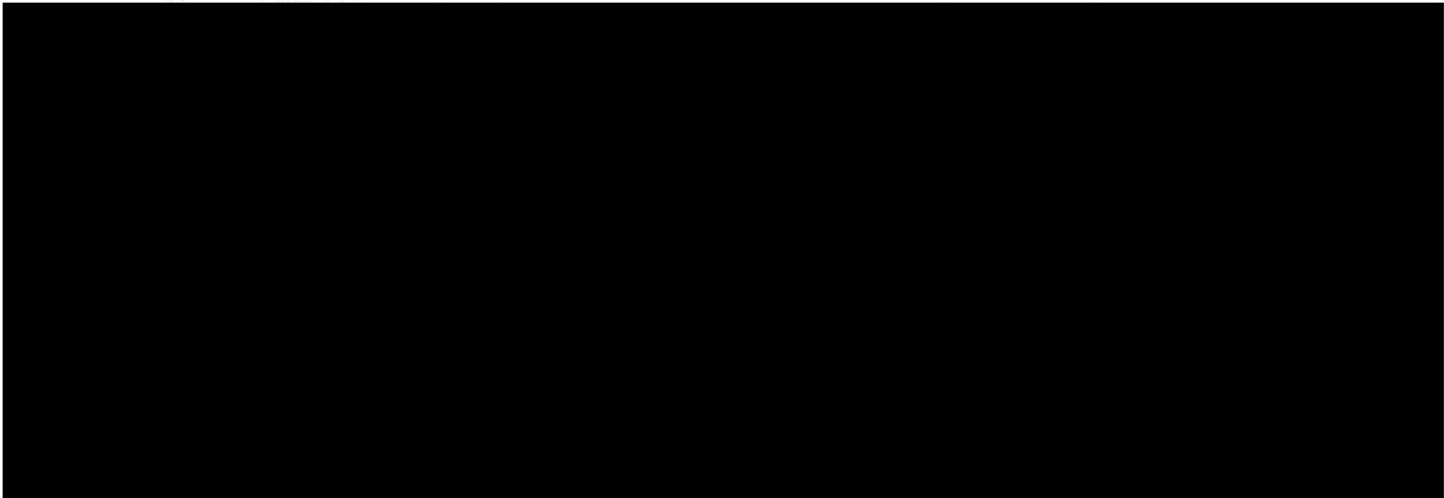
**LEASE** made as of \_\_\_\_\_, 2021 ("Effective Date") by and between **TROJAN EQUITIES, LLC**, a Rhode Island limited liability company ("Landlord"), and **LIVITY COMPASSION CENTER**, a Rhode Island non-profit corporation ("Tenant").

### WITNESSETH THAT:

In consideration of the rents, covenants and agreements to be paid, kept and performed by Tenant, as hereinafter provided, Landlord hereby demises and leases to Tenant, and Tenant hereby hires and takes from Landlord 8,998 square feet within a building and the parking lot, sidewalks, and land adjacent thereto ("Demised Premises") located at 185 York Avenue, Pawtucket, Rhode Island 02860.

TO HAVE AND TO HOLD the Demised Premises, together with all rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Tenant for a term commencing as of the Effective Date and ending on the fifth anniversary of the Effective Date ("Initial Term"). Upon the mutual agreement of Tenant and Landlord, this Lease shall be renewed for one successive five (5) year term ("Renewal Term"). The Initial Term and any Renewal Term shall be referred to herein as the "Lease Term." This Lease is made upon the covenants and agreements hereinafter set forth with which the parties respectively agree to observe and comply during the Lease Term.

#### 1. RENT.



Term.

1.2 It is the purpose and intent of Landlord and Tenant that Tenant shall pay, when due, either to the charging authority or Landlord, as applicable, without notice or demand, all costs, charges, duties, rates, licenses and permit fees, taxes, levies, and assessments, insurance premiums, and expenses and obligations of every kind and

nature whatsoever relating to the Demised Premises which may arise or become due during the Lease Term and that all such expenses shall be referred to herein as "Additional Rent."

## 2. USE.

Tenant shall use the Demised Premises for solely the purpose of conducting a medical marijuana compassion center and all legal activities reasonably related thereto and for no other purpose without Landlord's consent. Tenant shall comply with all federal, state and municipal laws, ordinances rules and regulations applicable to the conduct by Tenant of its activities in the Demised Premises.

## 3. REPAIR AND MAINTENANCE.

Tenant, at its own expense, from time to time and at all times during the Lease Term, shall repair, replace, maintain and keep the Demised Premises, together with all fixtures, equipment and items of personal property used or useful in connection therewith, in a first-class order and condition, reasonable wear and tear excepted. Tenant shall take all actions necessary to maintain not just the interior but also the exterior of the Demised Premises by maintaining the parking lot, removing snow, landscaping and the like. Notwithstanding anything to the contrary herein, Landlord shall advance payment for capital improvements, as determined by GAAP, to the roof, structural components, exterior walls, the foundation, parking lot and sidewalks, plumbing, electrical, and HVAC systems, charging Tenant the annualized amortized value thereof during the Lease Term.

4. ASSIGNMENT AND SUBLETTING. Tenant will not directly or indirectly (by merger, operation of law or otherwise) assign or mortgage this Lease or sublet all or any portion of the Demised Premises, or otherwise transfer any interest herein unless Landlord shall consent in writing to any such transfer of interest. No permitted assignment shall in any way affect or reduce any of the obligations of Tenant under this Lease.

## 5. ALTERATIONS, CHANGES AND IMPROVEMENTS.

5.1 Tenant shall not make any alterations, changes or improvements to the Demised Premises or construct any addition or improvement thereto or construct a new building without, in each case, the prior written consent of Landlord.

5.2 All alterations, changes or improvements and any new building or buildings made or constructed shall be and become the property of Landlord absolutely as soon as made or installed and shall be subject to this Lease.

5.3 Nothing contained in this Section 5 shall prohibit Tenant from installing, using and removing personal property necessary to the conduct of Tenant's business



provided Tenant otherwise complies with its obligations hereunder and provided the installation, use and removal does not damage the Demised Premises.

## 6. INSURANCE.

6.2 In case all or any portion of the Demised Premises shall at any time during the Lease Term hereof be damaged or destroyed in whole or in part by fire or other insurable casualty, all monies received on account of insurance covering such damage or destruction shall be paid to Landlord, either by the insurance company or Tenant, depending upon which insurance carrier covers the casualty.

## 7. COSTS AND EXPENSES OF LANDLORD.

If Tenant shall fail to comply with any of its obligations hereunder, Landlord, upon five (5) business days' prior written notice to Tenant (or without notice in case of emergency), may take such action as may be required to cure any such default by Tenant. Tenant will pay to Landlord, on demand, all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing any of the covenants of Tenant herein, in remedying any breach by Tenant of its covenants, in recovering possession of the Demised Premises, in collecting any delinquent Base Rent, Additional Rent, or other charges or amounts payable by Tenant hereunder, or in connection with any litigation commenced by or against Tenant (other than condemnation proceedings) to which Landlord shall be made a party. Any such amounts owing to Landlord shall bear interest at the rate of eighteen percent (18%) per annum from and after the date paid or incurred by Landlord.

All such amounts owing to Landlord shall constitute Additional Rent hereunder.

## 8. DESTRUCTION.

If the Demised Premises or any part thereof are damaged by fire or other casualty, Landlord will forthwith commence and continue with all reasonable diligence the repair of the same. If the repair of the damage to the Demised Premises is reasonably expected by Landlord to require more than ninety (90) days from the date of the casualty, as of the date of such casualty, Landlord or Tenant may terminate the Lease upon written notice to the other within thirty (30) days after the casualty. In the

case of termination pursuant to this Section 8, a proportionate part of the Base Rent paid in advance will be repaid to Tenant. Until the Demised Premises are restored by Landlord, there will be an equitable adjustment of Base Rent, Additional Rent, and other amounts required to be paid by Tenant hereunder.

## 9. INDEMNIFICATION.

9.1 Tenant shall indemnify and hold harmless Landlord (regardless of any covenant to insure by Tenant or Landlord) against and from (a) any and all claims, liabilities and damages of every nature arising from the use, occupancy, conduct or management of, or from any work or thing whatsoever done in or about, the Demised Premises, unless done by Landlord, any of its agents, contractors, servants, employees or licensees; (b) any and all claims, liabilities and damages arising during the term hereof from any condition of the Demised Premises, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement of Tenant under this Lease, or arising from any act of Tenant or any of its agents, contractors, servants, employees or licensees, to any person, firm or corporation occurring during the Lease Term in or about the Demised Premises or upon or under said areas; and (c) all costs, counsel fees, expenses or liabilities incurred in connection with any claim, action or proceeding brought thereon.

9.2 Tenant shall pay and indemnify Landlord against all legal costs and charges, including reasonable counsel fees, incurred (a) in obtaining possession of the Demised Premises after the default of Tenant or upon expiration or earlier termination of the Lease Term, other than such expiration or termination by reason of any default of Landlord and (b) in enforcing any covenant or agreement of Tenant contained herein.

## 10. LIENS.

Tenant will not commit or suffer any act or neglect whereby the Demised Premises or any improvements thereon or the estate of Landlord therein shall at any time during the Lease Term become subject to any attachment, judgment, lien, charge or encumbrance whatsoever, and Tenant will indemnify and hold Landlord harmless from and against all loss, costs and expenses, including reasonable attorneys' fees, with respect thereto. If any mechanic's, laborer's or materialmen's liens shall at any time be filed against the Demised Premises or any part hereof, Tenant, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, bonding or otherwise.

## 11. DEFAULT.

11.1 The occurrence of any of the following events shall constitute an Event of Default hereunder;



(a) Default by Tenant in the payment of any installment of Base Rent, Additional Rent or other amount payable to Landlord for ten (10) days after the same shall become due;

(b) Tenant shall (i) apply for or consent to an appointment of a receiver, a trustee or liquidator of it or all or a substantial part of its assets; (ii) be unable or admit in writing its 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; (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or corporate action shall be taken by it for the purpose of effecting any of the foregoing;

(c) An order, judgment or decree shall be entered, without the application, approval or consent of Tenant by any court of competent jurisdiction, approving a petition seeking reorganization of Tenant or such assignee or appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of five (5) consecutive days;

(d) The dissolution, merger or termination of Tenant's legal existence, or the sale of all or substantially all of the assets of Tenant;

(e) The failure of Tenant to pay or perform when due any other obligations hereunder and such failure shall continue uncorrected for twenty (20) days after Landlord sends written notice thereof during which period Tenant may cure the default; or

(f) The loss, surrender, suspension or revocation of the medical marijuana compassion center license issued by the Rhode Island Department of Business Regulation.

11.2 Upon the occurrence of an Event of Default and at any time thereafter, Landlord may terminate this Lease by notice to Tenant effective on such date not less than five (5) days after the giving of such notice. Tenant shall then peacefully quit and surrender the Demised Premises to Landlord. If Tenant shall fail to do so, Landlord may to the extent permitted by law without notice or prejudice to any other statutory or common law remedy available, enter and take possession of the Demised Premises and remove Tenant or anyone occupying the Demised Premises and its effects without being liable to prosecution or any claim for damages. Tenant agrees to indemnify Landlord for all loss and damage suffered by Landlord because of such termination whether through inability to relet the Premises or otherwise, including any loss of rent for the remainder of the Lease Term.

11.3 All reasonable costs and expenses reasonably incurred by Landlord in enforcing its rights under this Lease, including reasonable attorneys' fees, shall be paid by Tenant.

## 12. INDEPENDENT COVENANTS.

The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease shall not be construed as a waiver or a relinquishment for the future of such covenant. A receipt by Landlord of Rent, Additional Rent or other amount with knowledge of the breach or any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. Time is of the essence in the payment and performance of all obligations and agreements under this Lease.

## 13. QUIET ENJOYMENT.

Landlord covenants that Tenant, upon paying the Base Rent, Additional Rent and performing the covenants hereof on the part of Tenant to be performed shall and may peaceably and quietly have, hold and enjoy the Demised Premises and all related appurtenances, rights, privilege and easements throughout the term hereof without any lawful hindrance by Landlord and any person claiming by, through or under it, except as expressly provided herein.

## 14. RETURN OF PREMISES; HOLDOVER.

14.1 At the expiration or other termination of the Lease Term, Tenant will remove from the Demised Premises its property and that of all claiming under it and will peaceably yield up to Landlord the Demised Premises in as good condition in all respects as the same were at the commencement of this Lease, or such better condition in which they shall be placed, except for ordinary wear and tear, damage by the elements, by any exercise of the right of eminent domain or by any public or other authority, or damage not caused by Tenant and with respect to which Tenant is not required to maintain insurance hereunder.

14.2 If Tenant remains in possession of the Demised Premises after the expiration of the Lease Term and continues to pay Base Rent and Additional Rent without any express agreement as to holding over, Landlord's acceptance of Base Rent will be deemed an acknowledgment of Tenant's holding-over upon a month-to-month tenancy, subject, however, to all of the terms and conditions of this Lease except as to the Lease Term and any option to renew.



14.3 If Tenant remains in possession of the Demised Premises after the expiration of the term of this Lease, whether as a month-to-month tenant pursuant to Section 14.2 or otherwise, and Landlord at any time declines to accept the Base Rent at the rate specified herein, Tenant's holding over thereafter will be deemed to be as a tenant at sufferance. Tenant will nevertheless be subject to all of the terms and conditions of this Lease except as to Lease Term hereof and any option to renew and except that Tenant will pay a monthly rent one and one-half the amount otherwise due hereunder and will pay all loss, cost or damage (including attorneys' fees) sustained by Landlord on account of such holding over.

15. NOTICES.

Whenever notice shall be given under this Lease, the same shall be in writing and shall be delivered personally or sent by certified or registered mail to the parties at their respective business addresses.

16. BROKER.

Each of Landlord and Tenant represents that it has dealt with no broker, finder or similar person in connection with this Lease.

17. AMENDMENT; ENTIRE AGREEMENT.

This Lease may be amended only upon the written agreement of Tenant and Landlord. This Lease constitutes the entire agreement between Tenant and Landlord with respect to the Demised Premises.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

LANDLORD:

TROJAN EQUITIES, LLC

By: \_\_\_\_\_  
Joel Trojan  
Member

TENANT:

LIVITY COMPASSION CENTER

By: \_\_\_\_\_  
Danielle Foss  
President

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