

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

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

FORM/Exhibit #	Name/Description	Included Yes
CC Form 1	Application Information Sheet, Taxpayer Status, Notices and Affirmations executed by a duly authorized signatory of Applicant.	<input checked="" type="checkbox"/>
CC Form 2	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"/>
CC Form 3	Interest Holder Certification Statement executed by a duly authorized signatory of Applicant.	<input checked="" type="checkbox"/>
CC Form 4	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"/>
CC Form 5	Disclosure executed by a duly authorized signatory of Applicant of all applications, licenses and/or registrations in any jurisdiction, and any withdrawals, denials, suspensions, revocations, consents orders/agreements and/or other enforcement or regulatory actions in any jurisdiction, including copies thereof in compliance with § 1.2(C)(4)(m)(1) and (2) of the Regulations	<input checked="" type="checkbox"/>


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

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

1	COMPANY NAME (legal name, and any d/b/a name(s), if applicable)	Sanctuary Medicinals
	Application ZONE#	Zone 2 (note separate applications and application fees are required to apply to multiple zones)
2	BUSINESS STREET ADDRESS	2 Angell Street, Unit 2
3	CITY, STATE, ZIP	Providence, RI 02903
4	STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA	199 Branch Avenue
5	CITY, STATE, ZIP	Providence, RI 02904

6	PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA	Plat 72 Lot 51
7	SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALE OF MARIJUANA	4669 square feet
8	FEIN: (Federal Employer Identification Number)	
9	TELEPHONE NUMBER	AREA CODE NUMBER EXTENSION <u>(917) 613 - 6900 Ext. _____</u>
10	FAX NUMBER (if not applicable, put "N/A")	AREA CODE NUMBER EXTENSION <u>(N/A) - Ext. _____</u>
11	TOLL FREE NUMBER (if not applicable, put "N/A")	AREA CODE NUMBER EXTENSION <u>(N/A) - Ext. _____</u>
12	COMPLIANCE OFFICER 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>
	Name:	Geoffrey Lewis
	Title:	Director, President, and Chief Compliance Officer

Mailing Address:	[REDACTED]		
Email Address:	Geof.lewis@[REDACTED]		
Phone Number	([REDACTED])	Ext. _____	
	AREA CODE	NUMBER	EXTENSION
Fax Number (if not applicable, put "N/A")	(N/A)	- Ext. _____	
	AREA CODE	NUMBER	EXTENSION

TAXPAYER STATUS

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

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

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

Sanctuary Medicinals

Name of Taxpayer/Entity
Number

[REDACTED]

Social Security or Federal Tax Identification

CC Form 1 - AFFIRMATIONS

Applicant hereby understands and affirms the following:

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

SIGNATURE FOR CC FORM 1

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

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

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

AUTHORIZED SIGNATORY SIGNATURE

SIGNATURE:



Print Name: Geoffrey Lewis

Print Title: President

DATE:

12/11/2020

CC FORM 2
Disclosure of Owners and Other Interest Holders

Name of Applicant/Licensee: Sanctuary Medicinals

Section I: Owners and Other Interest Holders

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

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

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

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

Name Geoffrey Lewis	Title Director	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant Applicant is a RI non profit corporation.
Name Mark Pelson	Title Director	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant Applicant is a RI non profit corporation.
Name Francis X. McMahon	Title Director	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant Applicant is a RI non profit corporation.
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()

Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant	
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ()	
Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant	
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ()	
Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant	
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual)	City	State	ZIP	Phone Number ()	
Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant	
B. LIST ALL OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR AGENTS OF APPLICANT/LICENSEE AND ANY OTHER ENTITIES DESCRIBED IN SECTION A.					
To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, etc.), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.					
Name Geoffrey Lewis	Title Director, President, Treasurer	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]	
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.)			
Name Mark Pelson	Title Director, VP, Secretary	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]	
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.)			
Name Francis X. McMahon	Title Director	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]	
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.)			
Name	Title	SSN/FEIN		DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)		City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.)			
C. LIST ALL PERSONS OR ENTITIES WHO HAVE MANAGING OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT/LICENSEE, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A OR B, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).					
<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 Angell Street Investments, LLC	Title Management Consultant	SSN/FEIN [REDACTED]		DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity) Management consultant to Applicant		Role, interest, etc. Management consulting.			
Name Geoffrey Lewis	Title President	SSN/FEIN [REDACTED]		DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Role, interest, etc. President of Angell Street Investments, LLC.			
Name Mark Pelson	Title Secretary	SSN/FEIN [REDACTED]		DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]

Business Associated with (Applicant, parent business or sub-entity)		Role, interest, etc. Secretary of Angell Street Investments, LLC.			
Name Jason A. Sidman	Title Vice President	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (603) [REDACTED]	
Business Associated with (Applicant, parent business or sub-entity)		Role, interest, etc. Vice President of Angell Street Investments, LLC.			
Name James C. Alex	Title Treasurer	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]) [REDACTED]	
Business Associated with (Applicant, parent business or sub-entity)		Role, interest, etc. Treasurer of Angell Street Investments, LLC.			
Name SEE CONTINUATION PAGES THAT FOLLOW FOR THE REMAINDER OF INTEREST HOLDERS	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).					
<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 Angell Street Investments, LLC	Title Management Consultant	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (913) [REDACTED]	
Business Associated with (Applicant, parent business or sub-entity) Management consultant to applicant.		Interest Angell Street Investments, LLC does not have any ownership in the applicant.			
Name Geoffrey Lewis	Title President	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]) [REDACTED]	
Business Associated with (Applicant, parent business or sub-entity)		Interest President of Angell Street Investments, LLC			

Name Mark Pelson	Title Secretary	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (40) [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Interest Secretary of Angell Street Investments, LLC		
Name Jason A. Sidman	Title Vice President	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Interest Vice President of Angell Street Investments, LLC		
Name James C. Alex	Title Treasurer	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Interest Treasurer of Angell Street Investments, LLC		
Name SEE CONTINUATION PAGES THAT FOLLOW FOR THE REMAINDER OF INTEREST HOLDERS	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		
E. LIST ALL PERSONS OR ENTITIES THAT HOLD INTEREST(S) ARISING UNDER SHARED MANAGEMENT COMPANIES, MANAGEMENT AGREEMENTS, OR OTHER AGREEMENTS THAT AFFORD THIRD-PARTY MANAGEMENT OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT/LICENSEE, ITS OPERATIONS, THE LICENSE AND/OR THE LICENSED FACILITIES.				
To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, etc.), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.				
Name Angell Street Investments, LLC	Title	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) Management consultant to applicant.		Interest Angell Street Investments, LLC does not have any ownership in the applicant.		
Name Geoffrey Lewis	Title President	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No

CC Form 2
Section I Part C – Continued

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

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

Name Unlimited Sunshine, LLC	Title	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) Geoffrey Lewis – [REDACTED] of Unlimited Sunshine, LLC		Interest [REDACTED] Member of Angell Street Investments, LLC		
Name Pelson Communications Investments, LLC	Title	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) Mark Pelson – [REDACTED] of Pelson Communications Investments, LLC		Interest [REDACTED] Member of Angell Street Investments, LLC		
Name SIM RI, LLC	Title	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) Kirti G. Desai – [REDACTED] of SIM RI, LLC Jason A. Sidman – [REDACTED] of SIM RI, LLC James C. Alex – [REDACTED] of SIM RI, LLC		Interest [REDACTED] Member of Angell Street Investments, LLC		
Name Kirti G. Desai	Title	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Interest		

CC Form 2
Section I Part C – Continued

		<div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div> of SIM RI, LLC which owns <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div> interest of Angell Street Investments, LLC.		
Name Jason A. Sidman	Title	SSN/FEIN <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	DOB <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	City <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	State <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	ZIP <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	Phone Number <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>
Business Associated with (Applicant, parent business or sub-entity)		Interest <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div> of SIM RI, LLC which owns <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div> membership interest of Angell Street Investments, LLC.		
Name James C. Alex	Title	SSN/FEIN <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	DOB <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	City <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	State <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	ZIP <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>	Phone Number <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>
Business Associated with (Applicant, parent business or sub-entity)		Interest <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div> member of SIM RI, LLC which owns <div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div> membership interest of Angell Street Investments, LLC.		

CC Form 2
Section I Part D – Continued

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 Unlimited Sunshine, LLC	Title	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) Geoffrey Lewis – [REDACTED] Unlimited Sunshine, LLC		Interest [REDACTED] Member of Angell Street Investments, LLC		
Name Pelson Communications Investments, LLC	Title	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (401) [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) Mark Pelson – [REDACTED] Pelson Communications Investments, LLC		Interest [REDACTED] Member of Angell Street Investments, LLC		
Name SIM RI, LLC	Title	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) Kirti G. Desai – [REDACTED] member of SIM RI, LLC Jason A. Sidman – [REDACTED] member of SIM RI, LLC James C. Alex – [REDACTED] member of SIM RI, LLC		Interest [REDACTED] Member of Angell Street Investments, LLC		
Name Kirti G. Desai	Title	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Interest		

CC Form 2
Section I Part D – Continued

		25% member of SIM RI, LLC which owns 50% of membership interest of Angell Street Investments, LLC.		
Name Jason A. Sidman	Title	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Interest [REDACTED] member of SIM RI, LLC which owns [REDACTED] membership interest of Angell Street Investments, LLC.		
Name James C. Alex	Title	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Interest [REDACTED] member of SIM RI, LLC which owns [REDACTED] of membership interest of Angell Street Investments, LLC.		

CC Form 2
Section I Part E – Continued

E. LIST ALL PERSONS OR ENTITIES THAT HOLD INTEREST(S) ARISING UNDER SHARED MANAGEMENT COMPANIES, MANAGEMENT AGREEMENTS, OR OTHER AGREEMENTS THAT AFFORD THIRD-PARTY MANAGEMENT OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT/LICENSEE, ITS OPERATIONS, THE LICENSE AND/OR THE LICENSED FACILITIES.

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

Name Unlimited Sunshine, LLC	Title	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) Geoffrey Lewis – [REDACTED] of Unlimited Sunshine, LLC		Interest [REDACTED] Member of Angell Street Investments, LLC		
Name Pelson Communications Investments, LLC	Title	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) Mark Pelson – [REDACTED] of Pelson Communications Investments, LLC		Interest [REDACTED] Member of Angell Street Investments, LLC		
Name SIM RI, LLC	Title	SSN/FEIN [REDACTED]	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) Kirti G. Desai – [REDACTED] member of SIM RI, LLC Jason A. Sidman – [REDACTED] member of SIM RI, LLC James C. Alex – [REDACTED] member of SIM RI, LLC		Interest [REDACTED] Member of Angell Street Investments, LLC		
Name Kirti G. Desai	Title	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Interest [REDACTED] member of SIM RI, LLC which owns [REDACTED] of membership interest of Angell Street Investments, LLC.		

CC Form 2
Section I Part E – Continued

Name Jason A. Sidman	Title	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Interest [REDACTED] member of SIM RI, LLC which owns [REDACTED] of membership interest of Angell Street Investments, LLC.		
Name James C. Alex	Title	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)		Interest [REDACTED] member of SIM RI, LLC which owns [REDACTED] of membership interest of Angell Street Investments, LLC.		

Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)			Interest President of Angell Street Investments, LLC		
Name Mark Pelson		Title Secretary	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)			Interest Secretary of Angell Street Investments, LLC		
Name Jason A. Sidman		Title Vice President	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number ([REDACTED])
Business Associated with (Applicant, parent business or sub-entity)			Interest Vice President of Angell Street Investments, LLC		
Name James C. Alex		Title Treasurer	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Business Associated with (Applicant, parent business or sub-entity)			Interest Treasurer of Angell Street Investments, LLC		
Name SEE CONTINUATION PAGES THAT FOLLOW FOR THE REMAINDER OF INTEREST HOLDERS		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.

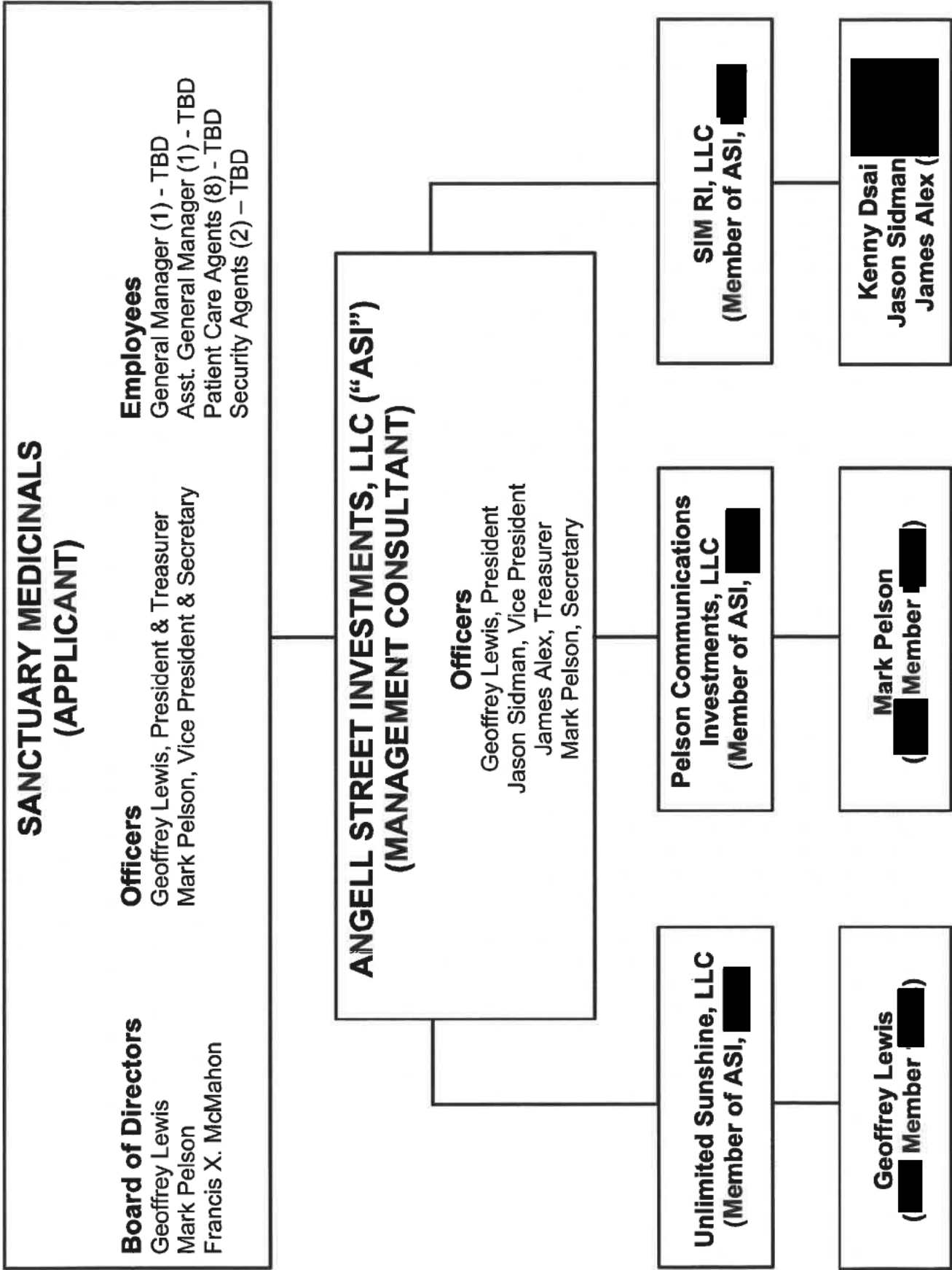
Name	Date of Birth	SSN/FEIN	Interest/Dollar Amount
NONE			

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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.



**CC Form 2 Section III
Exhibit B – Chart Format**

Sanctuary Medicinals – applicant*

Owners by Effective % of Ownership	Effective % of Ownership	Capital Contribution
Geoffrey Lewis – Director	0%	
Mark Pelson - Director	0%	
Francis X. McMahon	0%	

*Sanctuary Medicinals is organized as a RI non-profit corporation and does not have shareholders constituting “ownership”. The business of the non-profit corporation is conducted by the Board of Directors listed above.

Angell Street Investments, LLC – third party management consultant

Entity	2021 Comp	2022 Comp	2023 Comp	2024 Comp	2025 Comp
Angell Street Investments, LLC	TBD - See Master Services Agreement a copy of which is located in CC Form 4 Annex D.	TBD - See Master Services Agreement a copy of which is located in CC Form 4 Annex D.	TBD - See Master Services Agreement a copy of which is located in CC Form 4 Annex D.	TBD - See Master Services Agreement a copy of which is located in CC Form 4 Annex D.	TBD - See Master Services Agreement a copy of which is located in CC Form 4 Annex D.

Directors, Officers & Key Persons of Angell Street Investments

Name	2021 Comp	2022 Comp	2023 Comp	2024 Comp	2025 Comp
Geoffrey Lewis - President					
Capital Contribution					
Jason A. Sidman – Vice President					
James C. Alex - Treasurer					

Mark Pelson – Secretary	██████	██████	██████	██████	██████
Capital Contribution	██████████				
Kirti G. Desai – Non- officer Key Person	██████████	██████	██████████	██████████	██████████

Members of Angell Street Investments (“ASI”)

Unlimited Sunshine, LLC, a RI limited liability company – owns ██████ of the membership interests of ASI.

- Geoffrey Lewis is the ██████████ of the membership interests of Unlimited Sunshine, LLC

Pelson Communications Investments, LLC, a DE limited liability company and registered to conduct business in RI – owns ██████ of the membership interests of ASI.

- Mark Pelson is the ██████████ of the membership interests of Pelson Communications Investments, LLC.

SIM RI, LLC, a RI limited liability company – owns ██████ of the membership interests of ASI.

- Jason A. Sidman owns ██████ of the membership interests of SIM RI, LLC.
- James C. Alex owns ██████ of the membership interests of SIM RI, LLC.
- Kirti G. Desai owns ██████ of the membership interests of SIM RI, LLC.

**CC Form 2 Section III
Exhibit B – List Format**

List of Interest Holders identified in Section I (A) and (D) of Form 2

Sanctuary Medicinals (applicant)

No shareholders or membership interest holders as the applicant is a nonprofit corporation organized pursuant to the RI nonprofit corporation act.

Board of Directors:

Geoffrey Lewis – President & Treasurer*

Mark Pelson – Vice President & Secretary*

Francis X. McMahon*

*All members of the Board of Directors of Sanctuary Medicinals are residents of the state of Rhode Island.

Angell Street Investments, LLC (management consultant to applicant)

SIM RI, LLC owns [REDACTED] of the membership interests of Angell Street Investments, LLC
SIM RI, LLC membership interest ownership is as follows: Jason A. Sidman [REDACTED], James C.
Alex [REDACTED] and Kirti G. Desai [REDACTED]

Unlimited Sunshine, LLC owns [REDACTED] of the membership interests of Angell Street Investments, LLC and Geoffrey Lewis is [REDACTED] of the membership interests.

Pelson Communications Investments, LLC owns [REDACTED] of the membership interests of Angell Street Investments, LLC and Mark Pelson [REDACTED] of the membership interests.

James C. Alex - Treasurer	██████	\$0.00	\$75,000	\$100,000	\$100,000
Capital Contribution	██████				
Mark Pelson – Secretary	██████	██████	██████	██████	██████
Capital Contribution	██████████				
Kirti G. Desai – Non-officer Key Person	██████	██████	██████	██████	██████
Capital Contribution	██████				

Members of Angell Street Investments (“ASI”)

*Unlimited Sunshine, LLC, a RI limited liability company – ████████ of the membership interests of ASI.

- Geoffrey Lewis is ████████ of the membership interests of Unlimited Sunshine, LLC

**Pelson Communications Investments, LLC, a DE limited liability company and registered to conduct business in RI – ████████ of the membership interests of ASI.

- Mark Pelson is ████████ of the membership interests of Pelson Communications Investments, LLC.

***SIM RI, LLC, a RI limited liability company – ████████ of the membership interests of ASI.

- Jason A. Sidman owns ████████ of the membership interests of SIM RI, LLC.
- James C. Alex owns ████████ of the membership interests of SIM RI, LLC.
- Kirti G. Desai owns ████████ of the membership interests of SIM RI, LLC.

**CC Form 2 Section III
Exhibit C**

List of Interest Holders identified in Section I (A), (B), (C) and (E) of Form 2

Sanctuary Medicinals (applicant)

No shareholders or membership interest holders as the applicant is a nonprofit corporation organized pursuant to the RI nonprofit corporation act.

Board of Directors:

Geoffrey Lewis* – President & Treasurer – no compensation as director

Mark Pelson* – Vice President & Secretary – no compensation as director

Francis X. McMahon* – no compensation as director

*All members of the Board of Directors of Sanctuary Medicinals are residents of the state of Rhode Island.

Angell Street Investments, LLC (management consultant to applicant)

SIM RI, LLC [REDACTED] of the membership interests of Angell Street Investments, LLC

SIM RI, LLC membership interest ownership is as follows:

Jason A. Sidman [REDACTED]

James C. Alex [REDACTED]

Kirti G. Desai [REDACTED]

Unlimited Sunshine, LLC [REDACTED] of the membership interests of Angell Street Investments, LLC and Geoffrey Lewis [REDACTED] of the membership interests.

Pelson Communications Investments, LLC [REDACTED] of the membership interests of Angell Street Investments, LLC and Mark Pelson [REDACTED] of the membership interests.

The officers of Angell Street Investments, LLC are as follows:

Geoffrey Lewis – President

Jason A. Sidman – Vice President

James C. Alex – Treasurer

Mark Pelson – Secretary

The members and officers of Angell Street Investments, LLC will not be compensated in year 1 of operations.

CERTIFICATION AS TO CC FORM 2

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

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

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

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

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

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

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



Signature of Authorized Signatory

12/11/2020

Date

Geoffrey Lewis

Printed Name

Print Title: President

Print Name of Applicant/Licensee: Sanctuary Medicinals

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

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

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

4. Does the Applicant, or any Owner or Interest Holder have any “material financial interest or control” (as defined in § 1.1.1(A)(30) of the Regulations) in another Rhode Island licensed cultivator, a compassion center, a licensed cooperative cultivation, or a Rhode Island DOH-approved third party testing provider or vice versa. If “Yes” describe below:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<hr/> <hr/>		
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"/>
a. The Department of Business Regulation is vested with certain authority and discretion under the Act and Regulations with respect to review and approval of a Compassion Center License; and		
b. The Department of Business Regulation’s decision in approving or denying an Application shall be final subject to the provisions of the Administrative Procedures Act codified in R.I. Gen. Laws § 42-35-1 <i>et seq.</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Updated to 7/16/2020

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

12/11/2020

Date

Geoffrey Lewis

Printed Name

Print Title: President

Print Name of Applicant/Licensee: Sanctuary Medicinals

CC FORM 4
CERTIFICATION REGARDING NONPROFIT STATUS AND
COMPLIANCE

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

1. Nonprofit Status and Operation

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

2. Management Companies and Vendors

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

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

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

3. Related Party Transactions

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

4. Real Estate and Equipment

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

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

5. Compensation of Officers, Directors and Employees

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

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

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

6. Revenue Sharing

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

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

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



Signature of Authorized Signatory

12/11/2020

Date

Geoffrey Lewis

Printed Name

Print Title: President

Print Name of Applicant/Licensee: Sanctuary Medicinals

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 4
Annex A

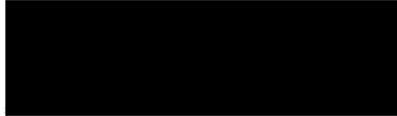
Non-profit Status and Operation

- A. Sanctuary Medicinals, the applicant herein, is a non-profit corporation organized pursuant to the Non-Profit Corporation Act, Chapter 7-6 of the Rhode Island General Laws, as amended. Sanctuary Medicinals is and shall be operated on a non-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, as amended.
- B. Sanctuary Medicinals is not organized nor structured or operated in a manner that violates Rhode Island General 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 RIDBR in accordance with Rhode Island General Laws section 21-28.6-12(d)(iii).
- C. Sanctuary Medicinals, is a non-profit corporation organized pursuant to the Non-Profit Corporation Act, Chapter 7-6 of the Rhode Island General Laws, as amended and is a non-profit corporation in good standing.
- i) The following are the board members and officers of Sanctuary Medicinals:
- a) Geoffrey Lewis – Director, President and Treasurer
 - b) Mark Pelson – Director, Vice President and Secretary
 - c) Francis X. McMahon – Director
- Resumes for Mr. Lewis, Mr. Pelson and Mr. McMahon are attached as Exhibit A and incorporated by reference.
- ii) A copy of Sanctuary Medicinals' Articles of Incorporation are attached here to as Exhibit B and incorporated by reference.
- iii) A copy of Sanctuary Medicinals' Bylaws are attached here to as Exhibit C and incorporated by reference.
- iv) A Certificate of Good Standing for Sanctuary Medicinals is attached here to as Exhibit D and incorporated by reference.
- v) Not applicable.

EXHIBIT A

Executive Biography

Geoffrey Lewis



Geoffrey Lewis, was President and CEO of WYNIT Distribution, LLC, a consumer technology company he founded in 1987. Originally a regional distributor focused on photo imaging products, Mr. Lewis expanded the company's product portfolio and geographic coverage, and grew the company to over \$1 Billion in revenue. His experience covered wholesale sales and retail merchandising, domestic and international product sourcing, finance and operations. For the years 1997 – 2002 WYNIT was recognized as the fastest growing company in Syracuse, NY; by the Syracuse Chamber of Commerce.

From 2001 – 2009, Geoffrey was President of SmartParts Products, a leading supplier of digital photo frames manufactured in China and sold at national retailers; Best Buy, Circuit City, CompUSA, Radio Shack, Walmart, Costco, Amazon and others.

Besides a number of personal investments, Mr. Lewis is an active member of Boulevard Investment Group, based in Providence, RI with investments in over 20 diversified companies. Geoffrey is an accomplished offshore sailor and avid snow skier.

Mark Pelson



Business Experience

Mark Pelson, is a business manager, entrepreneur and investor with over 30 years of experience. Mr. Pelson is a wireless communications expert and has been investing in that sector for over 25 years. He is currently a partner in several wireless investments.

Previously, Mr. Pelson was the General Partner of PCI, LLC in which he led investments in information services and telecommunications since 2009.

Prior to forming PCI, LLC, Mr. Pelson was a Managing Director at Providence Equity Partners which he joined in 1996. Mr. Pelson left his Managing Director role at Providence in 2009 to become a Senior Advisor at the private equity firm. Providence Equity is among the world's leading private equity firms focused on media, entertainment, communications and information services investments and has over 40 billion in assets undermanagement.

Mr. Pelson has served on the Boards of over a dozen Providence portfolio companies, including Consolidated Communications (NASDAQ:CNSL), American Cellular Corporation, Wireless One, Madison River Telephone Company, Language Line, Telcordia and Wired Inc. Mr. Pelson was responsible for many of Providence Equities' investments in FCC wireless auctions, local, long haul and undersea fiber optic infrastructure providers, wireless data services, business services, and wireless telephony.

Prior to joining Providence, Mr. Pelson co-founded TeleCorp, Inc., a wireless telecommunications company in 1994 which bid in early FCC spectrum auctions.

He previously served from 1989-1994 in various management positions with AT&T, including general manager of strategic planning and mergers and acquisitions.

Mr. Pelson received a Juris Doctorate from Boston University and a Bachelor of Arts degree from Cornell University.

Mr. Pelson has served on several non-profit Boards including the Board of Overseers of Children's Hospital Boston, Wheeler School and is the former Chairman of The Wolf School in East Providence as well as co-founding and Chairing Middlebridge School in Narragansett, R.I.

FRANCIS X. McMAHON, ESQ.



PROFILE

Attorney, entrepreneur, business owner and proven manager with experience in business start ups, day to day business operations, business finance and mentoring young people in business and life.

PROFESSIONAL EXPERIENCE

ADVOCACY SOLUTIONS LLC, Providence RI
President and Founder

2005 – present

Key Responsibilities

- Supervise staff and operations of 7-person government and public relations firm. Manage national and regional clients; develop successful government relations and lobbying strategies.

ADVOCACYHUB, LLC, Providence RI
President and Co-Founder

2018 – present

Key Responsibilities

- Responsible for the growth of this recent startup. Develop sales plan for online advocacy tool developed for lobbyists. Develop business plan that reflects growth in all 50 states.

SOUTHERN SKY RENEWABLE ENERGY, LLC, Boston, MA
Managing Director and Co-Founder

2010 – present

Key Responsibilities

- Responsible for the development and construction of 30 MWs of utility scale solar projects located in the Commonwealth of Massachusetts. Recently completed the sale of 30 MWs of utility scale solar to John Hancock.

TRION COMMUNICATIONS, LLC, Providence, RI
President and Co-Founder

2000 – 2005

Key Responsibilities

- Supervised and managed the day to day operations of a twenty-six person government and public relations firm. Managed client relationship and developed public affairs strategies for clients.
- Formally known as McMahon Preston Communications Inc.

McMAHON PRESTON COMMUNICATIONS, INC., Providence, RI
President and Co-Founder

1995 – 2000

Key Responsibilities

- Supervised and managed the day-to-day operations of a twenty six-person government and public relations firm. Managed client relationship and developed public affairs strategies for clients.
- Subsequently became known as Trion Communications.

Francis X. McMahon, Esq.

▪ **MOSES & AFONSO, Attorneys, Providence, RI** **1994 – 1996**
Attorney

Key Responsibilities

- Provided legal representation to issuers, borrowers and underwriters of tax exempt and taxable municipal bonds. Provided legal services to a variety of business entities involving issues of formation, borrowing, acquisitions and other business matters.

ADLER POLLOCK AND SHEEHAN, Inc. Providence, RI **1992 – 1994**
Attorney

Key Responsibilities

- Served as an associate in the corporate law group. Provided legal services to a variety of issuers, borrowers and underwriters of tax exempt and taxable municipal bonds.

▪ **OFFICE OF THE GOVERNOR of RHODE ISLAND, Providence, RI** **1990 – 1992**

Deputy Chief of Staff and Deputy Legal Counsel

Key Responsibilities

- Responsible for a variety of duties as a senior member of the Governor's staff. Attended all Cabinet meetings, involved in all aspects of policy development. Served as the Governor's representative in all aspects of the development of the new TF Green Airport Terminal project including the financing and issuance of the tax-exempt debt.

COMMUNITY INVOLVEMENT

- Member of the Board of Directors of The Advocacy Group
- Member of Rhode Island Bar Association
- Former Member and Chair of the International Charter School Board of Trustees
- Former Member and Chair of the Bishop Thomas F. Hendricken High School Board of Directors
- Former Chair Anchor of Hope Scholarship Committee
- Former Member of Capital Campaign Committee – Day One Sexual Assault & Trauma Center
- Former Assistant CYO girls basketball coach-RI and New England CYO Champions (2009)
- Former Member and Chair of the Warwick Police Athletic League Board of Directors

EDUCATION

- Suffolk University Law School, Boston, MA – Juris Doctor, 1989
- Providence College, Providence, RI - Bachelor of Science, Political Science 1985
- Providence College, Providence, RI - Certificate in Public Administration, 1985

PROFESSIONAL MEMBERSHIPS

- Rhode Island Bar
- Federal Bar – United States District Court, District of Rhode Island

EXHIBIT B

RI SOS Filing Number: 202037155630 Date: 4/3/2020 8:32:00 AM



**State of Rhode Island and Providence Plantations
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 Sanctuary Medicinals

ARTICLE II

The period of its duration is ☒ Perpetual ☐

ARTICLE III

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

SANCTUARY MEDICINALS IS A NON-PROFIT ORGANIZATION DEDICATED TO PROVIDING THE HIGHEST QUALITY MEDICINE, SERVICE, EDUCATION AND EXPERIENCE TO QUALIFIED RHODE ISLAND THERAPEUTIC CANNABIS PATIENTS.

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:

NONE

ARTICLE V

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

No. and Street: 1 CITIZENS PLAZA
8TH FLOOR

City or Town: PROVIDENCE

State: RI

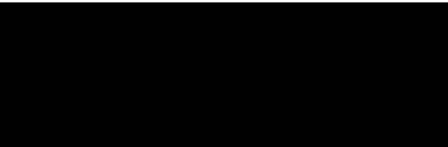
Zip: 02903

The name of its initial registered agent at such address is ADLER POLLOCK & SHEEHAN P.C.

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	GEOFFREY LEWIS	

DIRECTOR	MARK PELSON	
DIRECTOR	FRANCIS X. MCMAHON	

ARTICLE VII

The name and address of the incorporator is:

Title	Individual Name	Address
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code, Country
INCORPORATOR	PAUL A. CAMPELLONE, ESQUIRE	ADLER POLLOCK & SHEEHAN P.C., 1 CITIZENS PLAZA, 8TH FL. PROVIDENCE, RI 02903 USA

ARTICLE VIII

Date when corporate existence is to begin

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

Signed this 3 Day of April, 2020 at 8:35:49 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.

PAUL A. CAMPELLONE, ESQUIRE
ADLER POLLOCK & SHEEHAN P.C.
1 CITIZENS PLAZA, 8TH FLOOR
PROVIDENCE

Form No. 200
Revised 09/07

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All Rights Reserved



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

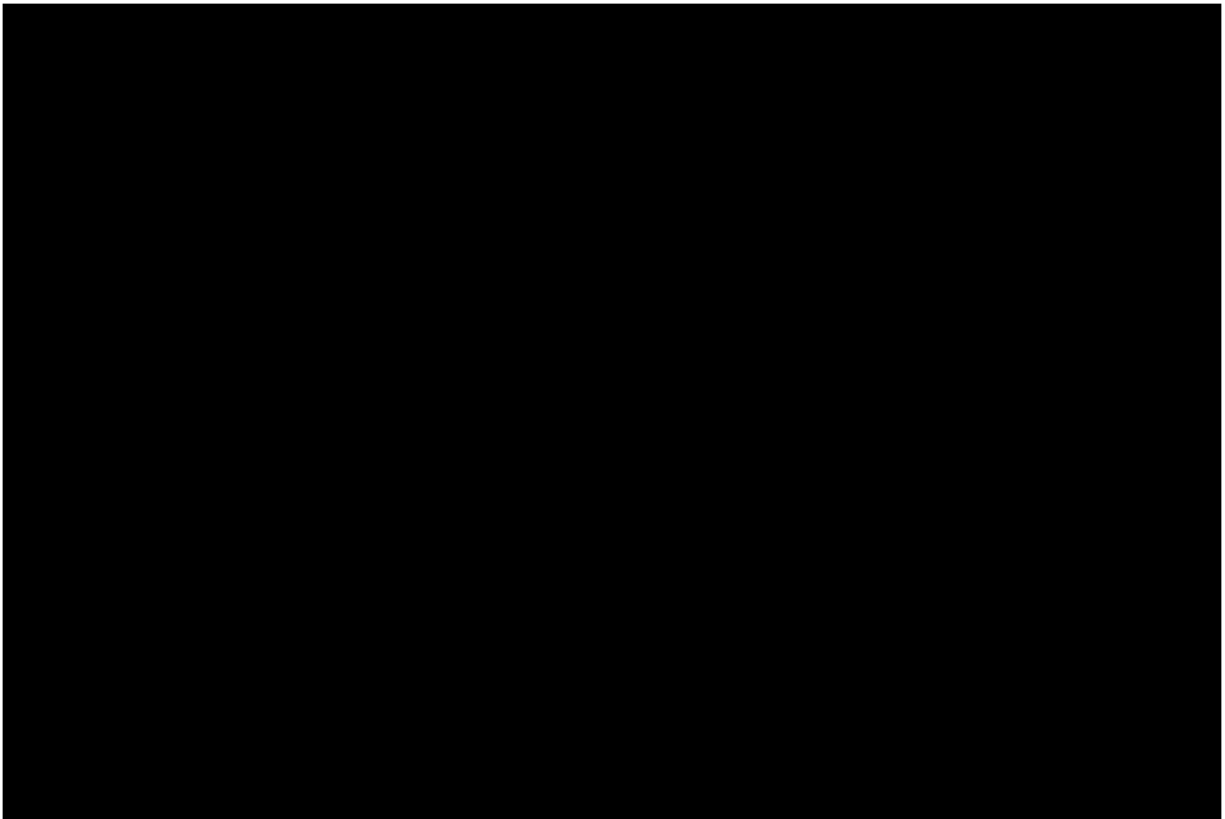
I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly executed in
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as
amended, has been filed in this office on this day:

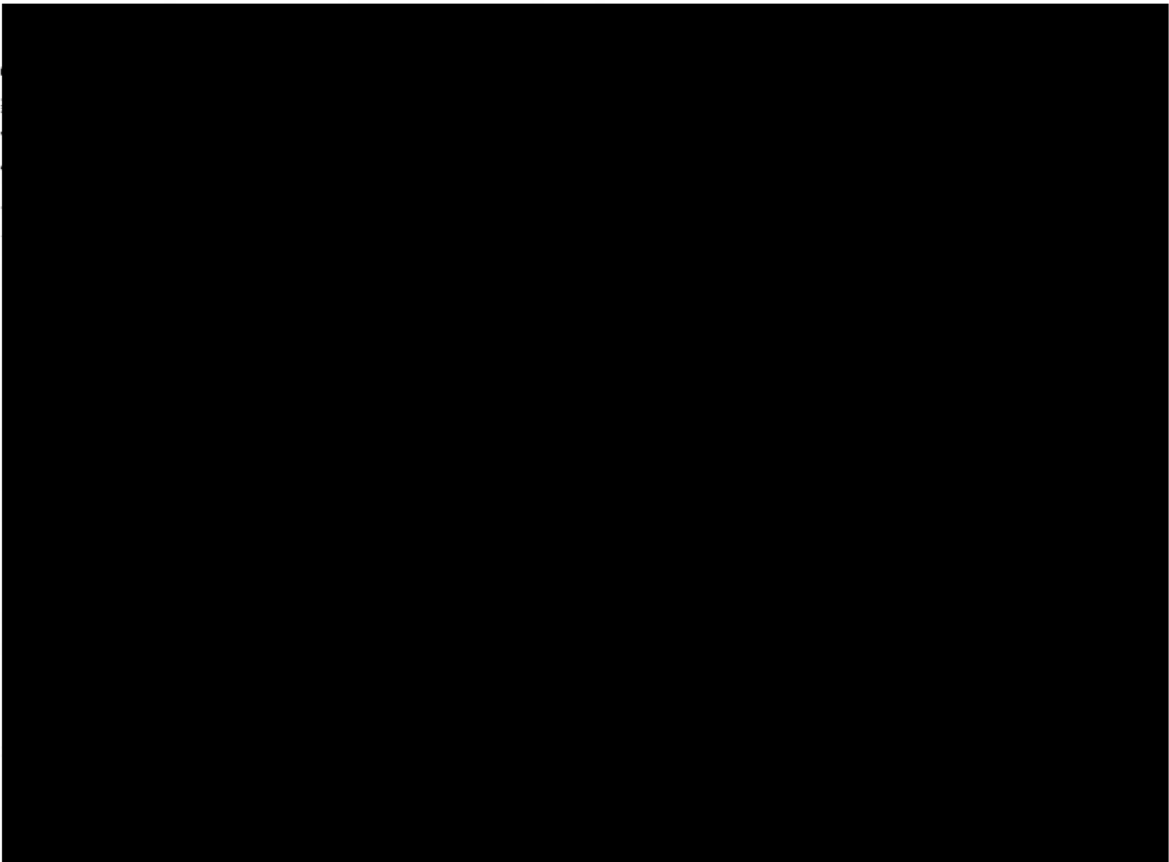
April 03, 2020 08:32 AM

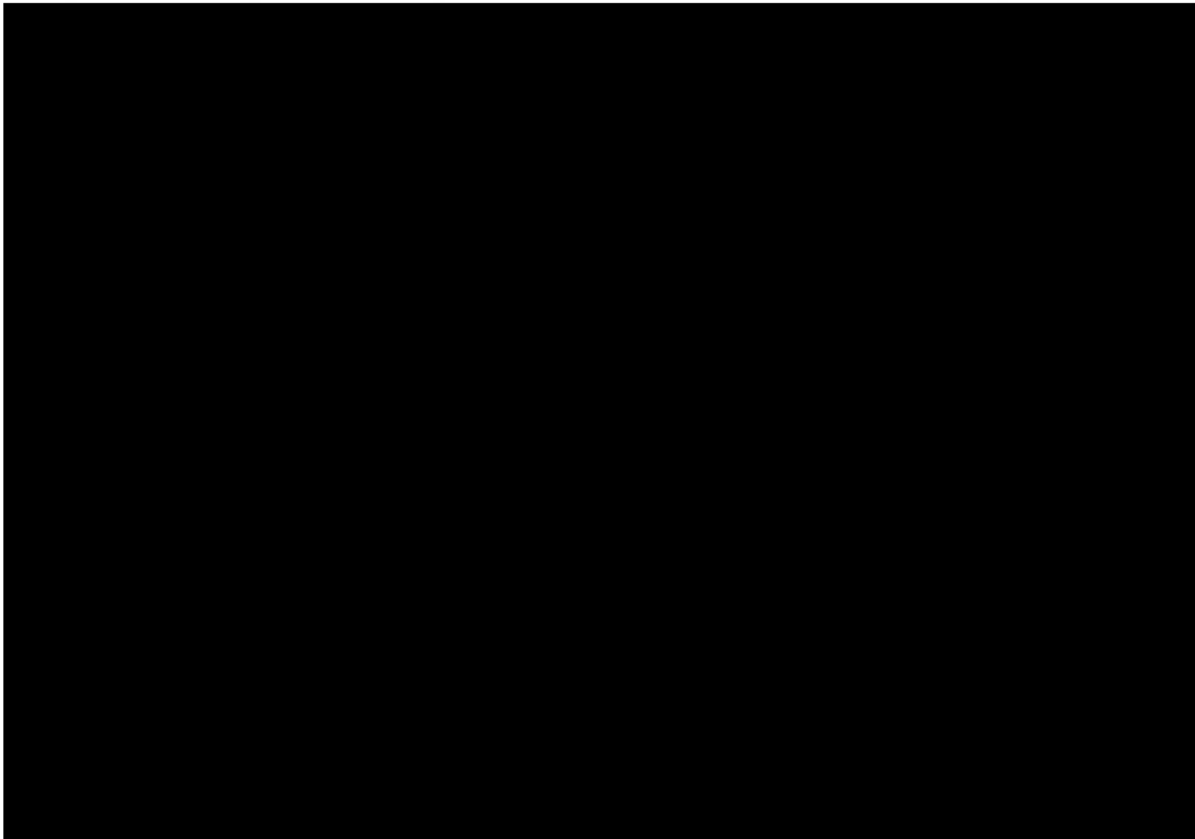
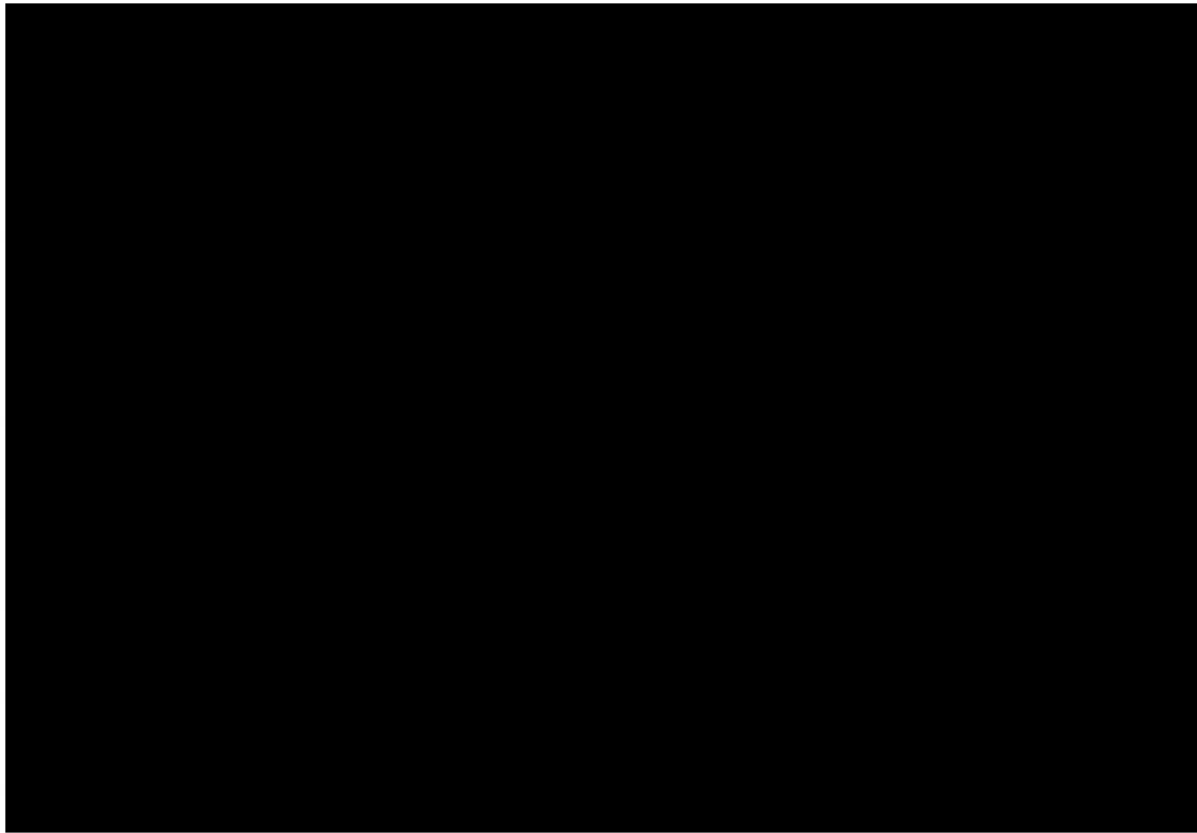
A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive, written in a professional style.

Nellie M. Gorbea
Secretary of State





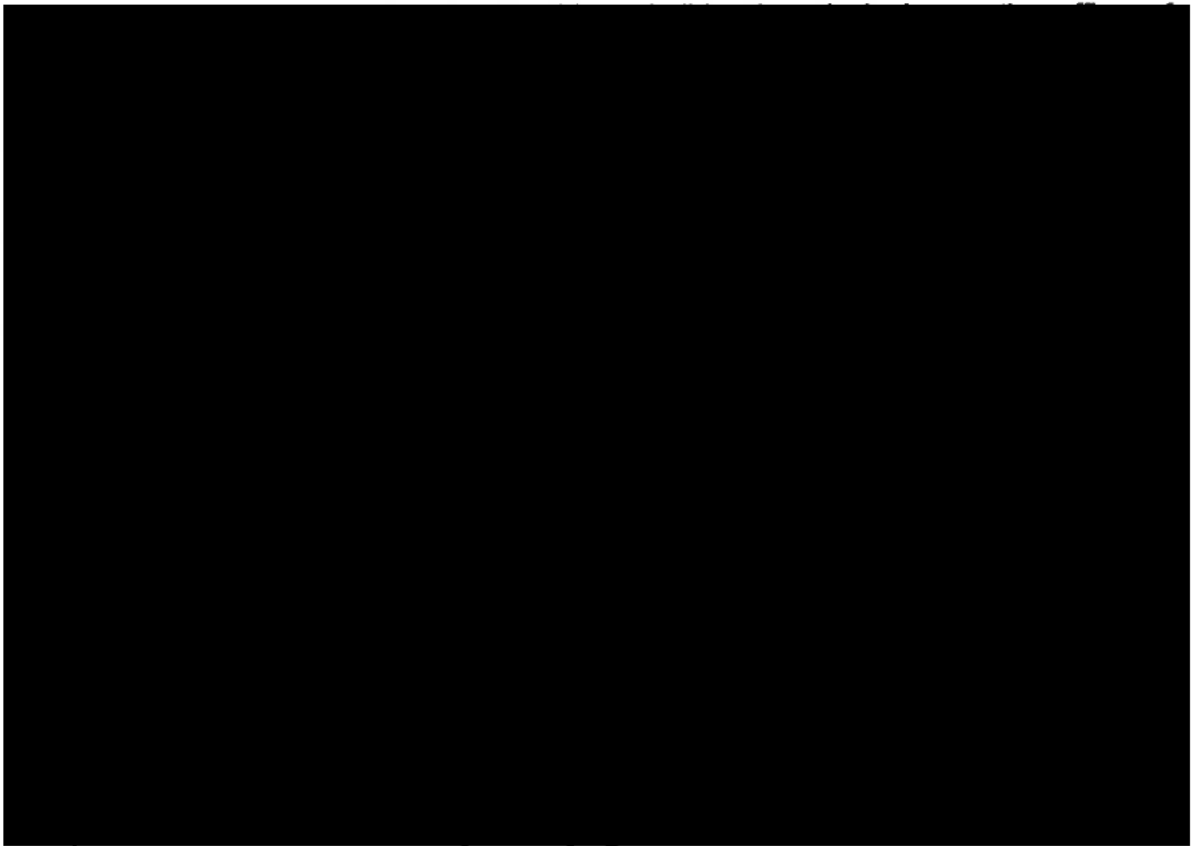


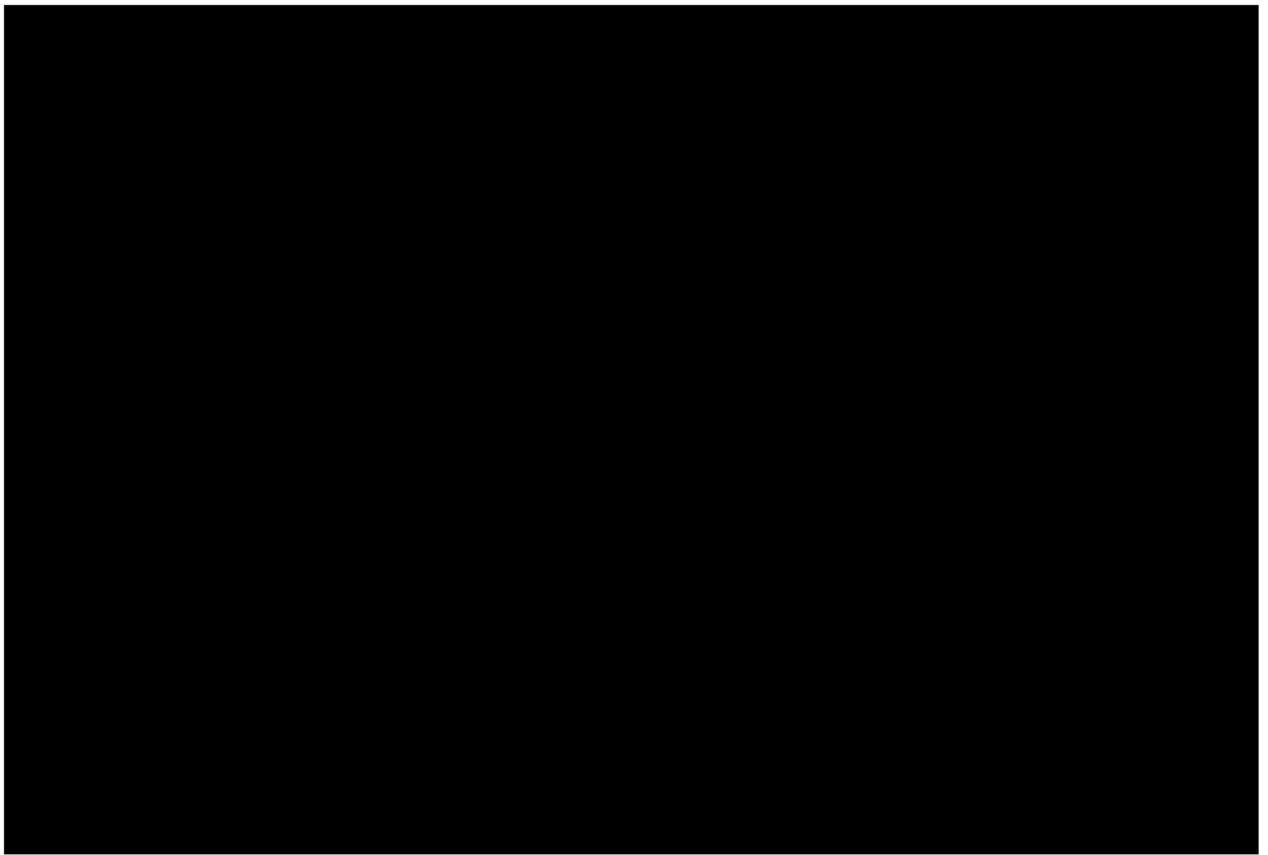
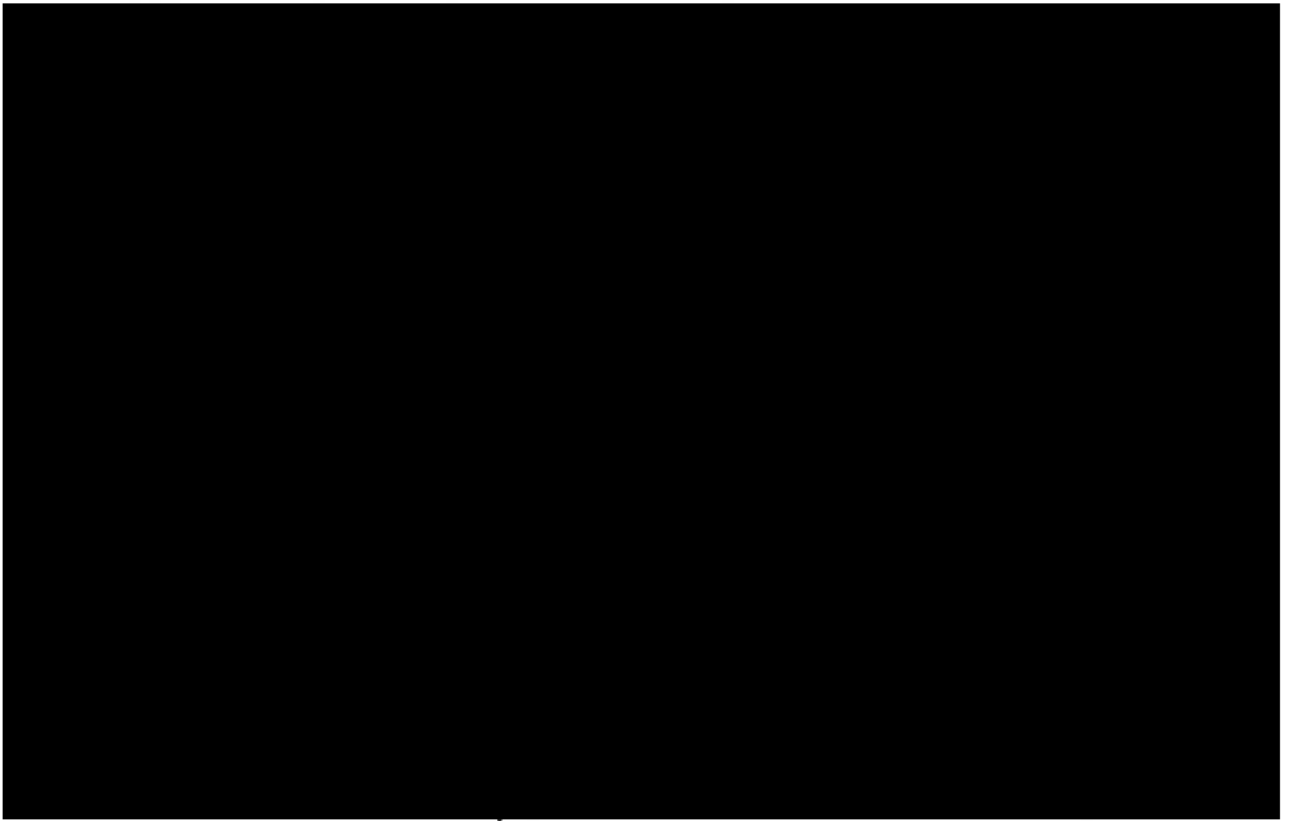


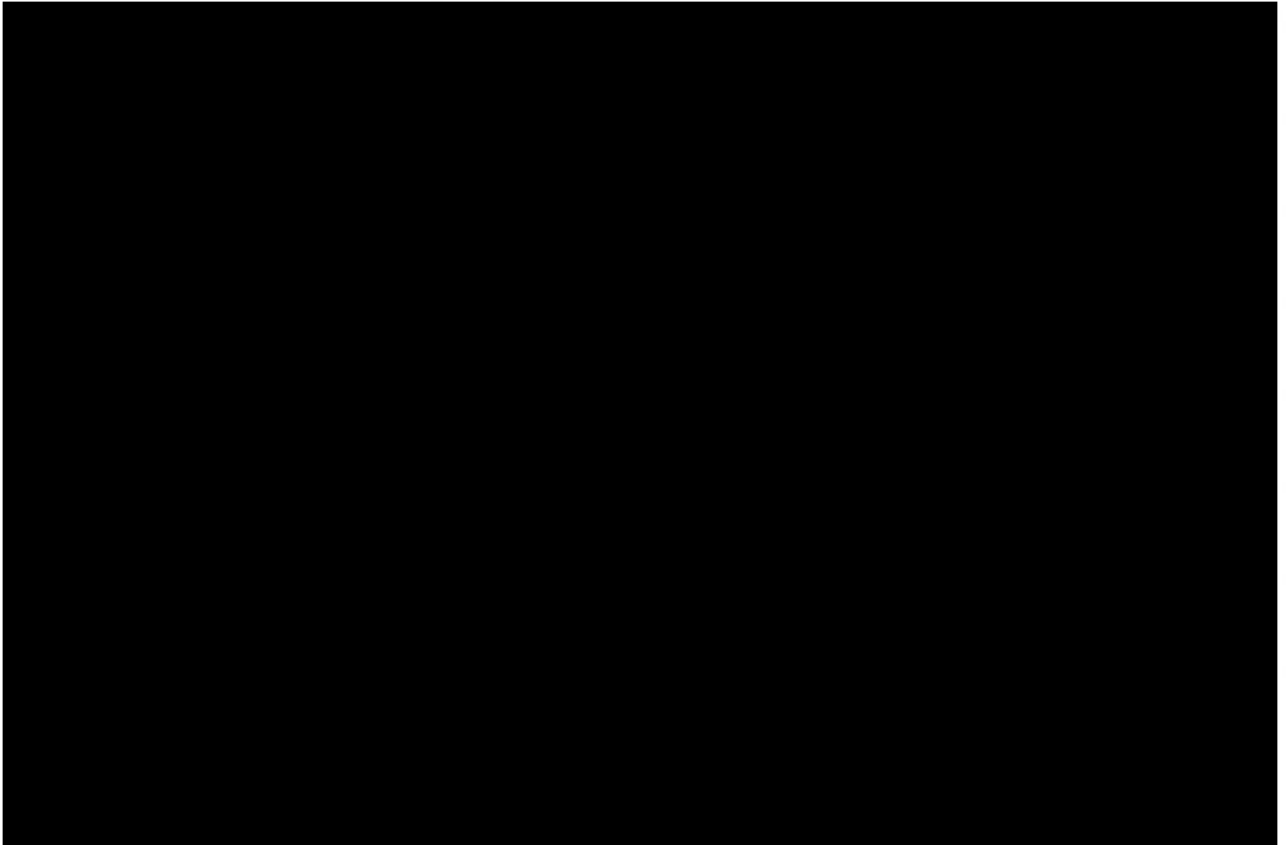
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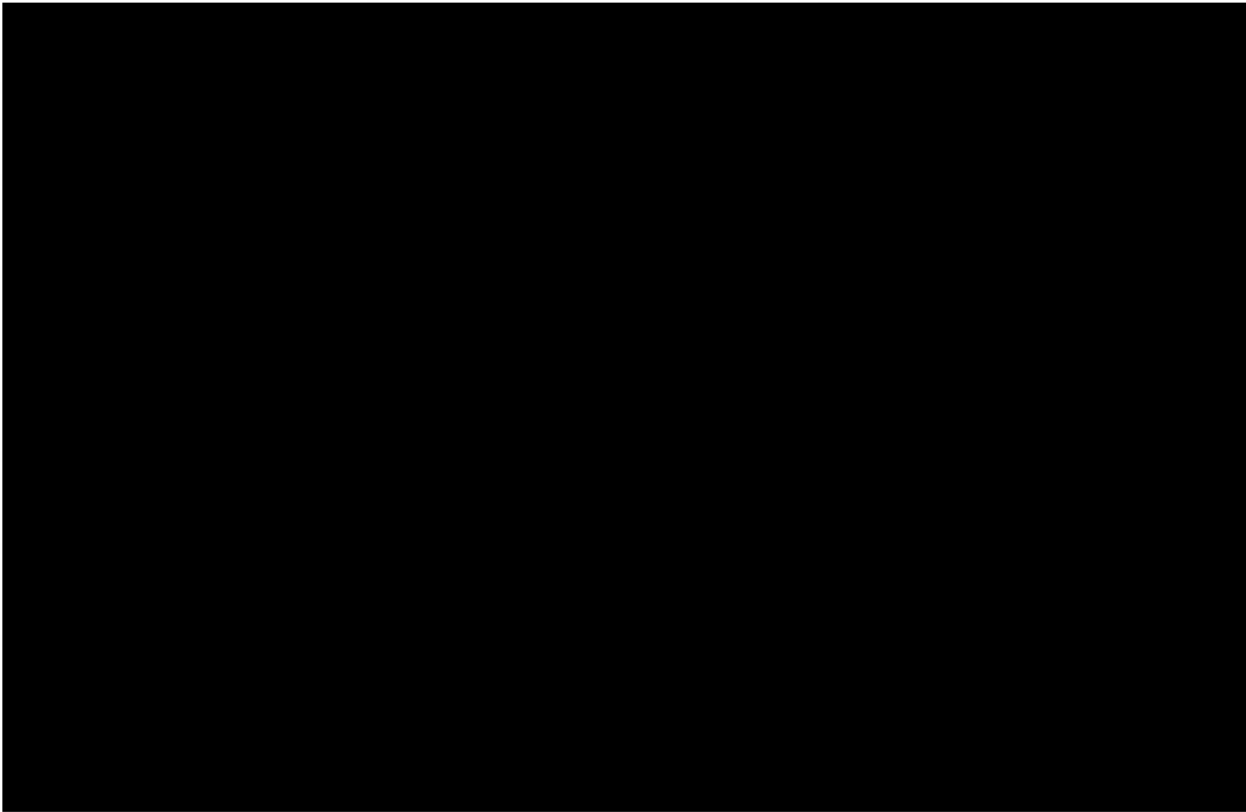
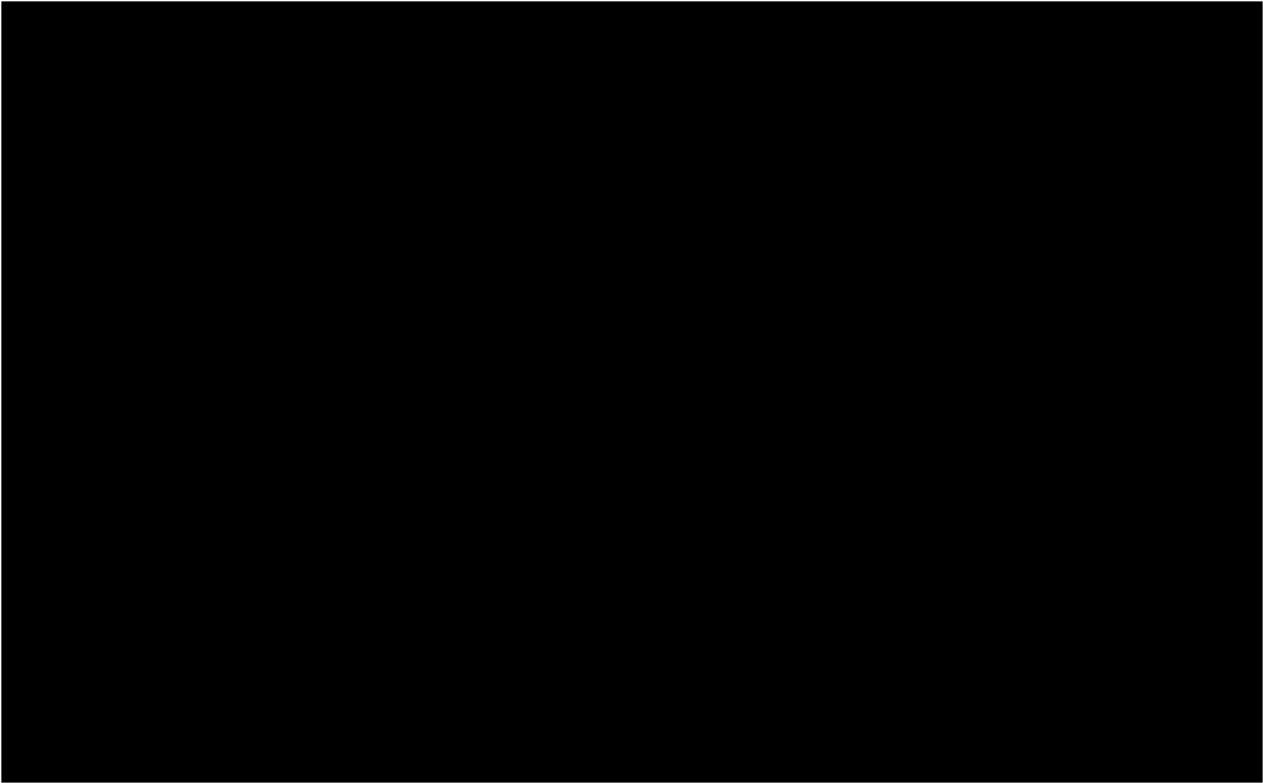
[REDACTED]

[REDACTED]









[REDACTED]

[REDACTED]

[REDACTED]

I, Mark Pelson, the Secretary of Sanctuary Medicinals does hereby attest that the foregoing is a true copy of the Bylaws of the Corporation and that said Bylaws were adopted as of April 3, 2020.

By: 
Name: Mark Pelson
Title: Secretary

EXHIBIT D



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:

Sanctuary Medicinals

is a Rhode Island Non-Profit Corporation organized on **April 03, 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

November 30, 2020

Secretary of State



Certificate Number: 20110119210

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

Processed by: dantonelli







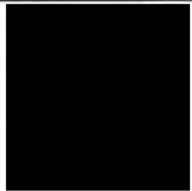


CC Form 4
Annex B

Management Company

Management Company – Angell Street Investments, LLC

Angell Street Investments, LLC shall provide management and business operations services to Sanctuary Medicinals pursuant to a Master Services Agreement (hereinafter referred to as the “MSA”). A copy of that certain MSA by and between Sanctuary Medicinals and Angell Street Investments, LLC dated December 1, 2020 follows in Annex D and is incorporated by reference. The MSA is commercially reasonable and contains commercially reasonable terms and provides for compensation at fair market value for the services provided pursuant to the terms of the MSA.

The following is a list of the of all persons who have an 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 Angell Street Investments, LLC:

Name	Address	% Ownership	Member(s)	Officer of Angell Street Investments, LLC
Unlimited Sunshine, LLC			Geoffrey Lewis 	President
Pelson Communications Investments, LLC			Mark Pelson 	Secretary
SIM RI, LLC			Jason A. Sidman 	Vice President

			<div>James C. Alex [REDACTED] [REDACTED]</div> <div>Kirti G. Desai [REDACTED] [REDACTED]</div>	Treasurer

**CC Form 4
Annex C**

Anticipated Vendor List

Sanctuary Medicinals anticipates that it will have relatively few vendors that will be paid in excess of \$100,000.00. The following is our best estimate of vendors that will exceed the \$100,000.00 reporting threshold as of the date of the filing of the application.

Management Consulting

Sanctuary Medicinals has contracted with Angell Street Investments, LLC to provide management consulting services. This contract is more fully described in Annex D of this application.

Building and construction:

Vantage Builders, INC.
204 Second Avenue Waltham, MA 02451
781.895.3270

<https://www.vb-inc.com>

Sanctuary Medicinals, Inc. has worked with Vantage Builders, Inc. for the last four years to complete a cultivation building, processing facility and four dispensaries. Sanctuary Medicinals anticipates using Vantage Builders, INC for all of our Rhode Island construction.

Security:

Astronaut Security Technologies.
33 Elm St. Merrimack, NH 03054
888.552.7876

<https://www.ast.net/>

Sanctuary Medicinals, Inc. has worked with Astronaut Security Technologies on three cultivation facilities, three production facilities and seven dispensaries. Sanctuary Medicinals anticipates continuing our relationship with AST and hiring them for all of our Rhode Island security needs.

Armstrong Security LLC.
603.396.0792

Armstrong Security is owned and operated by retired Chief of Police Mike Allen who has over 35 years in law enforcement. Sanctuary Medicinals, Inc. has contracted with Armstrong Security to conduct a security system audit of its marijuana retail facility located at 1351 Beacon St, Brookline, MA. The scope of work included:

- Review of security policies and procedures
- A physical evaluation of the site and areas surrounding the building including parking lots, neighboring businesses and delivery area.

- Review of current security systems (e.g. access control, intrusion detection, duress/panic alarms, video surveillance, and lock and key control).
- Transportation procedures
- CPTED (Crime Prevention Through Environmental Design) Assessment of the facility and surrounding property

Sanctuary Medicinals anticipates hiring Armstrong Security for its Rhode Island compassion center.

Product Vendors:

If Sanctuary Medicinals is awarded a compassion center license in the State of Rhode Island, Sanctuary will develop relationships with all of the licensed cultivation/production companies to obtain product and work with to properly supply the patients of Rhode Island.

CC Form 4
Annex D

Copies of Agreements, Contracts, Proposals

A. Management Contract

Angell Street Investments, LLC shall provide management and business operations services to Sanctuary Medicinals pursuant to a Master Services Agreement (hereinafter referred to as the "MSA"). That certain MSA by and between Sanctuary Medicinals and Angell Street Investments, LLC dated December 1, 2020 is attached here to as Exhibit A and is incorporated by reference.

As referenced in Annex C, Mr. Geoffrey Lewis and Mr. Mark Pelson, both directors of Sanctuary Medicinals, each [REDACTED] membership in Angell Street Investments, LLC each through a limited liability company of which each [REDACTED] of said membership interests.

There are no other shared owners, officers, directors or key persons.

B. Vendor Contracts

Sanctuary Medicinals has not entered into any contracts or agreements with any vendors nor have we received any proposals from any vendors.

EXHIBIT A

MASTER SERVICES AGREEMENT

By and between

SANCTUARY MEDICINALS

&

ANGELL STREET INVESTMENTS, LLC

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is effective as of the 11th day of December 2020 (the "Effective Date"), by and between Sanctuary Medicinals, a nonprofit corporation organized under, and in accordance with the Rhode Island Nonprofit Corporation Act (herein referred to as "Sanctuary"), and Angell Street Investments, LLC, a limited liability company organized under, and in accordance with the Rhode Island Limited Liability Company Act (herein referred to as "Consultant"). Sanctuary and Consultant are sometimes collectively referred to as the "Parties" or in the singular as a "Party".

RECITALS:

WHEREAS, the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation (the "Office" or the "Department") announced on July 17, 2020 that it is accepting applications on December 15, 2020 from qualified applicants interested in being issued a Medical Marijuana Compassion Center License; and

WHEREAS, 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 (the "Compassion Center") for the licensed dispensing of medical marijuana to registered cardholders; and

WHEREAS, the Medical Marijuana Program allows a patient cardholder or authorized purchaser who is registered with the Rhode Island Department of Health or a primary caregiver who is registered with the Department to purchase 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-RIR-80-5-1 (the "Regulations"); and

WHEREAS, Sanctuary was formed for the purpose of seeking licensure by the Department to operate a Medical Marijuana Compassion Center in the State of Rhode Island; and

WHEREAS, Consultant has extensive experience providing management and operations consulting

services to businesses participating in the cannabis industry. Sanctuary wishes to engage Consultant to provide management and operations consulting services upon Sanctuary receiving a Medical Marijuana Compassion Center license from the Department; and

WHEREAS, Consultant, shall draw upon the extensive experience of its members and officers, who possess expertise in providing similar services to medical marijuana dispensaries located in the Commonwealth of Massachusetts, the State of New Hampshire and the State of Florida. Consultant shall contribute further to ensuring that heightened and advanced standards, qualities, practices, methodologies, techniques and expertise including, without limitation, those relating to improved quality control features, clean room standards and attributes, improved patient management systems, improved point-of-sale and general management systems, improved internal research and development activities, improved safety and security protocols, and improved practices with respect to pesticide matters in Sanctuary's Compassion Center; and

WHEREAS, Consultant possesses the expertise and experience which, when implemented, will better serve patients, better address the concerns of law enforcement, health and safety officials, and establish higher industry standards and practices for the benefit of Sanctuary and its patients, in addition to the Medical Marijuana Program itself and the general public; and

WHEREAS, Sanctuary intends to establish and always maintain the most current, innovative and exemplary standards, training, protocols, processes, systems, best practices and other related measures as they arise with respect to (i) designing, constructing, developing, establishing, improving and expanding a sophisticated Compassion Center in a strict regulatory, nonprofit and vertically integrated environment, and (ii) instituting the most effective, efficient, secure and safe Compassion Center operations, controls (quality, inventory and otherwise) and related practices, plans and methodologies to best attempt to meet patient demand and expectations relating to the availability, diversity, quality and consistency of pharmaceutical grade medicine; and

WHEREAS, Consultant possesses significant experience, know-how, intellectual property expertise and resources relating to: (i) non-profit, state sanctioned and regulated, vertically integrated medical marijuana dispensary and cultivation operations and (ii) all aspects of the Act and the Regulations applicable to operating a Compassion Center in general with respect to start-up requirements, operational establishment, business growth and overall

expansion, including but not limited to that which relates to services, products, controls, infrastructure and staffing, to meet patient demands, sophisticated operations needs and continuously evolving best practices and standards as applicable, and (b) experience in current agricultural and vegetative growth processes, cultivation and selection and procurement methodologies, Compassion Center design and development and expansion practices, retail systems, quality control platforms, marketing initiatives, research and development, inventory tracking and accounting capabilities with respect to large scale operations, sophisticated business operations and security systems, and related matters, and is a provider of services, products and proprietary trade secrets and other intellectual property relating thereto, all of which is desired by and would be most beneficial to Sanctuary (collectively and as more fully described in Article I, the "Consultant Services"), with such definition potentially to be expanded in scope with the execution of additional Statements of Work ("SOWs"); and

WHEREAS, Sanctuary desires to engage Consultant, and Consultant desires to be so engaged, to render the Consultant Services for the benefit of Sanctuary upon the terms and conditions as provided for herein; and

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. CONSULTANT SERVICES.

Consultant shall provide to Sanctuary services listed and described below in connection with the management and operation of Sanctuary's Compassion Center if selected by the Department to receive a license. Consultant shall assist Sanctuary in the formation, application and licensing process, as well as the construction and operation of the Compassion Center all of which shall be collectively defined as the "Consultant Services". The Parties acknowledge that the list which follows is not exhaustive, and that the Parties may contract with Consultant to provide additional services in the future, which shall be memorialized in the form of a separate, executed Statement of Work (each a "SOW"). Said SOW shall detail the additional services to be provided to Sanctuary along with such additional fees, if any, to be charged to Sanctuary by Consultant. The Parties further acknowledge that Consultant may hire or engage such additional consultants, service providers, intellectual property licensors and subcontractors (collectively, "Subcontractor") as it deems necessary in order to provide the full range of Consultant Services as provided herein; provided, however, that nothing contained in this paragraph shall limit the scope of Consultant Services as provided for in this Agreement.

A. Real Estate Advisory Services. Consultant shall provide real estate advisory services (the "RE Services") to Sanctuary in furtherance of its goal to obtain licenses to operate the Compassion Center. The Parties acknowledge that (1) Consultant has extensive experience in the real estate industry and (2) as such, the RE Services are essential to Sanctuary obtaining the required licensure as well as ensuring the proper design and construction of the Compassion Center. Such RE Services shall include, but shall not be limited to: scouting potential locations for

the Compassion Center, engaging in negotiations with various landlords or property owners to secure such desired locations, ensuring that such potential sites comply with applicable zoning laws, ordinances the Act and the Regulations, negotiating or assisting in the negotiation of Host Community Agreements and obtaining letters of support or non-opposition letters, if necessary. Consultant shall coordinate the hiring of an architect for the design of the Compassion Center, and shall manage the budget, design, construction and build-out of the Compassion Center.

B. Compassion Center Operations, Including Core Operational Services. Consultant shall advise Sanctuary, and provide guidance and training to same, as appropriate and necessary and requested by Sanctuary, with respect to the type, make, installation, implementation, handling and/or use of materials, equipment, processes, methodologies, plans, operating procedures and other matters, as appropriate and necessary, in connection with the Compassion Center, related operational needs and core operational services as more fully described on **Schedule 1**, which is attached hereto and incorporated by reference.

C. Retail Advisory and Consulting Services. Consultant shall provide retail advisory and consulting services (the "Retail Services") to Sanctuary with respect to its retail operations and strategies at the Compassion Center. It is anticipated that, at present, such Retail Services shall consist of two primary areas of consulting: i) retail advisory consulting and ii) marketing and public relations advisory services as more fully described on **Schedule 2**, which is attached hereto and incorporated by reference.

D. Licensing. Consultant shall license to Sanctuary the use of Consultant's proprietary intellectual property necessary for the construction, operation and maintenance of the Compassion Center, pursuant to that certain license agreement between the Parties (the "License Agreement"), a copy of which is attached hereto as **Exhibit B**.

E. Exclusivity. Except as otherwise provided for herein, Sanctuary

agrees that it will not contract with any other service provider, consultant or vendor offering services similar to the Consultant Services, during the term of this Agreement. Nothing in this Agreement shall grant any exclusive rights to Sanctuary with respect to the Consultant Services nor shall this Agreement prevent Consultant or its Subcontractors from providing the Consultant Services to any other person or entity.

F. Compliance with Law. Consultant's performance of the Consultant Services shall comply with the Act and the Regulations as well as other applicable statutory and regulatory provisions.

II. COMPENSATION.

A. Compensation. In consideration of the Consultant Services, and subject to the provisions hereof, Sanctuary shall compensate Consultant in the manner as described in Exhibit A, attached hereto, (the "Compensation").

B. Grace Period. Sanctuary shall be provided a grace period ("Grace Period") with the payment of Compensation in connection with the services provided hereunder until such time as the earlier of (a) eighteen (18) months from the Effective Date or (b) Sanctuary has achieved positive cash flow. During such Grace Period, such deferred compensation shall accrue at the interest rate of 5%, however, no late fees will accrue. At such time as revenues are available after payment of its other operating expenses, Sanctuary shall commence making payments of the Compensation and failure to do so will constitute an event of default under this Agreement. Upon execution of this Agreement, the Parties shall both agree to an initial three (3) year Budget, with any additional Budgets also to be approved by the Parties in the future.

C. Invoicing. Upon expiration of the Grace Period, Consultant shall invoice Consultant on a monthly basis for all amounts due and owing to Consultant from Sanctuary (the "Invoice"). The Invoice shall detail an accounting of all incurred and accrued Compensation that remains unpaid. All Invoices must be paid within thirty (30) days of transmittal, unless such Invoice provides for different payment terms. Failure to timely pay such Invoice will cause Sanctuary to be charged with a one (1) percent service charge on the amount outstanding every subsequent thirty (30) days in which such amounts remain outstanding.

D. The Parties agree that the Compensation described herein is consistent with norms of reasonable compensation and fair market value in the industry, considering:

- (1) The scarcity of institutional capital and the difficulty to raise additional capital for these types of enterprises;
- (2) comparable pricing in markets (i.e. states and/or regions) hosting a similar industry;
- (3) related risk factors with respect to the applicable market, including but not limited to the lack of a mature market and the potential for changes through legislation,

regulations, referenda or otherwise;

- (4) related risk factors with respect to Sanctuary such as potential liabilities;
- (5) the uniqueness of the industry in Rhode Island;
- (6) the uniqueness and standards of the Consultant Services being provided;
- (7) the provision by Consultant of items other than services including, without limitation, the license of intellectual property and proprietary know-how as well as the funding necessary to start operations;
- (8) the prioritization of vendor payments vis-à-vis provisions in favor of the fiscal health and operational viability of the Sanctuary;
- (9) the presence, strength and/or weakness of Sanctuary's current operations, cash flow positions and/or other assets; and
- (10) the nature of the collateral security in place to secure payments that will become due and owing to Consultant including, without limitation, the presence (or absence) of personal guarantees, corporate guarantees and meaningful collateral.

III. AMENDMENT DUE TO CHANGED CIRCUMSTANCES.

In the event that the viability of Sanctuary's business operations is threatened due to an average price change over a period of a time frame of at least six (6) months with respect to Sanctuary's goods or products being sold by it, which constitutes the majority of Sanctuary's retail sales revenue, and such price change is driven by changes in consumer preferences, market competition or otherwise, then the Parties shall cooperate with each other in good faith to amend the foregoing financial matters in light of and with consideration given to the percentage average price change, the business operations' viability or other vendors. In any event, any such potential amendment shall continue to assure the continuing viability of Sanctuary's business operations but in no event shall Compensation be reduced by greater than five (5) percent in the aggregate throughout the term of this Agreement.

IV. CONFIDENTIALITY.

A. Definition. For purposes of this Agreement, "Confidential Information" shall mean all confidential and/or proprietary information, materials, know-how and other intellectual property regarding the business or affairs of Consultant or Sanctuary, or the manner in which Consultant Services are carried out, or relating to pricing of Consultant Services, or relating to services provided under this Agreement, that is: (i) disclosed or provided by Consultant to or for the benefit of Sanctuary in writing, orally or otherwise or vice versa; (ii) obtained by Sanctuary from a third party or other source by virtue of such third party's relationship with either of the Parties; (iii) developed by Consultant pursuant to this Agreement; or (iv) observed by Sanctuary or the Consultant during the course of Consultant's performance of the Consultant Services.

Not in limitation of the foregoing, it is expressly agreed that "Confidential Information" shall include, but is not limited to: (i) any and all agreements between Sanctuary and Consultant, including without limitation this Agreement, (ii) any information related to the business, accounts or books of Sanctuary or Consultant, and (iii) any and all technical data, trade secrets or know-how, research, marketing, product plans, products, services, patient lists and information, markets, software, developments, inventions, processes, formulas, technology, methodologies, techniques, plans, policies and procedures, business strategies, operations and other manuals, designs, drawings, engineering, hardware configuration information, marketing, projections, budget information, intellectual property finances or other business information disclosed by Consultant to Sanctuary, either directly or indirectly in writing in connection with the License Agreement, orally, by drawings, observation or otherwise.

B. Exclusions. Confidential Information does not include information that: (i) was already in the possession of the disclosing party; (ii) is independently developed by the disclosing party without reference to the Confidential Information; (iii) is, as of the Effective Date, or subsequently becomes, a matter of public knowledge generally other than by a breach of this Agreement by the disclosing party; or (iv) is obtained by the disclosing party from a third

party under no obligation not to disclose the same.

C. Obligation. The Parties agree to (a) maintain all Confidential Information that they receive in safekeeping and in confidence; (b) not disclose such Confidential Information to any third parties except in the event of potential business transactions subject to any such third party executing a confidentiality or non-disclosure agreement in such form and substance acceptable to the other party and which achieves the intentions of the Parties with respect to confidentiality as contemplated in this Article IV; (c) treat all Confidential Information with the same degree of care with which it treats and protects its own confidential information that it does not wish to disclose to third parties and, in any event, with more than reasonable care; and (d) limit access to the Confidential Information to only those directors, officers, employees, other personnel, attorneys, managers, members, advisors and representatives (collectively, "Representatives") who have a need to know such for the purpose for which such Confidential Information was provided or disclosed (it being understood that such Representatives shall be informed of the confidential nature of such information and shall be directed to, and agree to, treat such information confidentially and to comply with the requirements of this section).

In the event that either party, its Representatives or anyone else to whom it has supplied the Confidential Information or any of the facts or information referred to therein or herein are requested or required (by oral questions, interrogatories, requests for information or document subpoena, civil investigative demand, law, regulation, any formal or informal investigation by any government or governmental agency, authority or otherwise) to disclose (a) any Confidential Information or any of the facts or information referred to therein or herein, (b) any information relating to Sanctuary's business arrangement with Consultant (or any of Consultant's Subcontractor), or (c) such person's opinion, judgment, view or recommendation concerning Consultant as developed from the Confidential Information, such Party agrees to (i) determine whether such requests are duly authorized and proper, (ii) immediately notify the other Party of the existence, terms and circumstances surrounding such a request, (iii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request, including without limitation determining to seek judicial review of such governmental requests or orders before complying, and (iv) if disclosure of such information is required, furnish only that portion of the Confidential Information, which, in the opinion of Consultant's counsel and Sanctuary's counsel, either Party is legally compelled to disclose and to cooperate with any action by the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

D. License to Use Confidential Information. Consultant hereby grants to Sanctuary a limited, non-exclusive, non-transferable license to use its Confidential Information for the purposes contemplated in this Agreement, subject to the rights of Subcontractors with respect to Confidential Information owned by them. Notwithstanding anything to the contrary contained herein, if Confidential Information is derived from and belongs to a Subcontractor, then the Parties will use their reasonable best efforts to come to terms for a licensing agreement for such materials. The license may be revoked in a manner consistent with the terms and conditions of

this Agreement (as same may be amended from time to time); provided, however, the license may not be revoked if Sanctuary is not in breach of this Agreement. The license provided by this section is separate from and in addition to any intellectual property provided to Sanctuary in accordance with the License Agreement.

The license granted herein is for access to and internal use of the Confidential Information, as the Confidential Information may be reflected in written and/or oral statements, reports, materials or otherwise pursuant to this Agreement (any and all such written and oral statements, reports, materials and other disclosure mediums are collectively referred to herein as "Materials"). In addition to the restrictions on Confidential Information set forth above and elsewhere in this Agreement, this limited license is provided subject to the terms and provisions of this paragraph, and the following restrictions and prohibitions on use of such Confidential Information and Materials: except in the performance of Sanctuary's obligations under this Agreement, Sanctuary shall not: (a) copy, print, republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available to any third party (other than employees and agents of Sanctuary for purposes of advancing or executing Sanctuary's obligations under this Agreement) in any form or by any means all or any portion of the Confidential Information or Materials; (b) use the Confidential Information or Materials to develop, or as a component of, any information, document, system, process, similar resource (in any media now existing or hereafter developed); provided, however, nothing shall prevent Sanctuary from using any information or materials derived from sources other than Consultant and its Subcontractors; (c) create compilations or derivative works of, or any modifications of or improvements to, any Confidential Information or Materials; provided, however, that nothing shall prevent Sanctuary from creating compilations, works, or modifications or improvements from information or materials derived from sources other than Consultant and its subcontractors; (d) use any Confidential Information or Materials in any manner that may infringe any copyright, trademark, patent, intellectual property right, proprietary right or property right of Consultant, any Subcontractor or any third party(ies); or (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Confidential Information or Materials.

V. OWNERSHIP.

A. As between Sanctuary and Consultant, notwithstanding anything to the contrary contained herein, all Materials and Confidential Information that are received, generated, improved, refined, modified, expanded, reduced to practice or derived by Consultant or Sanctuary, or that are provided to Sanctuary by Consultant, as part of or in connection with the performance of the Consultant Services, regardless if Confidential Information, shall be, are and shall remain the sole property of Consultant subject to third-party Subcontractor or manufacturer rights, if any, and Sanctuary will not have any rights to encumber, disclose, distribute, sell, transfer, assign or use such property other than as expressly set forth in this Agreement without the prior written consent of Consultant or such third-party Subcontractor(s) or manufacturer(s), if any. Notwithstanding the foregoing or anything to the contrary contained herein, with respect to any of Consultant's Materials or Confidential Information modified, improved, refined,

expanded, reduced to practice or customized by Consultant or Sanctuary, such shall be, are and shall remain the sole property of Consultant subject to third-party Subcontractor or manufacturer rights, if any, and Sanctuary will not have any rights to encumber, disclose, distribute, sell, transfer, assign or use such property other than as expressly set forth in this Agreement without the prior written consent of Consultant or such third-party Subcontractor(s) or manufacturer(s), if any.

B. Notwithstanding anything to the contrary contained herein, any Materials generated by Consultant for Sanctuary under a mutually agreed upon arrangement in a separate writing between the Parties, and not constituting a deliverable by Consultant to Sanctuary under this Agreement or relating to those matters described herein, but which specifically relate to the operation of the Compassion Center, shall, only upon written agreement of the Parties, be deemed either (i) work for hire and the property of Sanctuary only upon payment in full to Consultant of all fees, costs and expenses as required in such outside written arrangement executed by each of the Parties, and subject to third-party Subcontractor or manufacturer rights, if any, or (ii) joint property of Sanctuary and Consultant, which each party shall be allowed to use as they shall deem advisable, as Confidential Information.

C. No Implied License. No right or license shall be implied by estoppels or otherwise, other than the rights and licenses expressly granted in this Agreement. Consultant shall retain all ownership rights in its existing intellectual property and any intellectual property developed by Consultant in connection with the Consultant Services, the Recreational Services or this Agreement. Neither Party shall sue any of the other Party's names, logos, logotype, insignia, service marks, trademarks, trade names, copyrights, corporate goodwill or other proprietary intellectual property, in any way, including, without limitation, in any marketing, advertising or promotional collateral, except when such specific use has been approved in writing in advance by the other Party or as otherwise may be provided in this Agreement. When such approval is granted, the Parties shall comply with any and all conditions that the other Party may impose to protect the use of any of the Party's names, logos, logotypes, insignia, service marks, trademarks, trade names, copyrights, corporate goodwill or other proprietary intellectual property.

VI. REPRESENTATIONS, WARRANTIES AND COVENANTS.

In addition to its other representations, warranties and covenants contained herein, the Parties, as applicable, hereby represent, warrant and covenant as follows:

A. Each Party has the power and authority to enter into and perform this Agreement and any other document, instrument or agreement delivered in connection herewith.

B. All warranties, representations, statements and other information to either Party by or on behalf of the other Party are and will be to the knowledge of such other Party when the same are made or furnished accurate and complete in all material respects.

C. Sanctuary represents, warrants and covenants that it shall conduct operations of the Compassion Center in a manner fully authorized, permitted and licensed by the Department and in accordance with applicable state and federal law.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the performance of or compliance with the terms and conditions of the Agreement and each other document and agreement executed and delivered by either Party in connection therewith does not (and will not) conflict with, violate or result in a breach of (i) any of the terms, conditions or provisions of either Party's operating agreement or by-laws or (ii) any agreement or instrument to which either Party is now a party or by which either Party is bound.

E. To the best of each Party's knowledge, no consent, approval, authorization or order of any court or governmental agency or body is required for the execution and delivery of the Agreement, the consummation of transactions contemplated thereby and the performance of or compliance with the terms and conditions of the Agreement and each other document and agreement executed and delivered in connection therewith, provided, however, the Parties acknowledge that the Department may need to review this Agreement.

F. The Agreement, and each other document and agreement executed and delivered in connection therewith, constitutes the legal, valid and binding obligation of each Party, enforceable against such Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditor's rights generally or general principles of equity.

G. To the best of each Party's knowledge, each Party is not in default or violation of any applicable state or local laws, ordinances, rules or regulations that relate to the Consultant Services to be provided under this Agreement.

VII. NON-SOLICITATION.

The Parties agree that during the term of this Agreement and for a period of two (2) years immediately following the termination of this Agreement for any reason, neither Party shall solicit, induce, recruit or encourage any of the other Party's employees to leave such other Party, or take away such employees of the other Party, without the prior written consent of such other Party.

VIII. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF CONSULTANT.

A. **Representations and Warranties.** Consultant represents and warrants to Sanctuary that the Consultant Services shall be performed in a good faith and in a workmanlike

manner with the same degree of diligence and care that Consultant exercises with respect to its own businesses and affairs. Consultant agrees to make reasonable efforts to re-perform, free of additional charge, any and all Consultant Services not in material compliance with this representation and warranty after receiving notice from Sanctuary of such non-compliance.

IX. INDEMNIFICATION

A. Indemnification Obligations of Sanctuary.

(1) Sanctuary shall indemnify, defend and hold harmless Consultant and Consultant's directors, officers, members, managers, employees, agents, attorneys, independent contractors and representatives harmless from and against any and all liabilities, damages, losses, costs, expenses, actions, causes of action, suits, claims, demands, judgments or any other obligations of any nature (including, without limitation, reasonable attorneys' fees and expenses) directly or indirectly arising out of or caused by or in any way related to: (a) the ownership (to the extent owned by Sanctuary at the relevant time), control, delivery, installation, storage, removal, return, surrender, possession, operation, maintenance, damage, destruction, repair, servicing, adjustment or use of any equipment or any other personal or real property in possession of Sanctuary; (b) any accident or injury to person or property arising out of or in connection with any equipment, or any other personal or real property in possession of Sanctuary, or any part thereof; (c) the acts or omissions of Sanctuary or its directors, officers, employees, agents, independent contractors or representatives (collectively, the "Sanctuary Parties") in connection with this Agreement; (d) the performance or failure to perform by any Sanctuary Party of any duty, obligation, covenant or agreement imposed upon them by this Agreement; (e) any breach by a Sanctuary Party of any of the representations, warranties, certifications, agreement or covenants contained in this Agreement; and (f) the failure of any Sanctuary Party to comply with any applicable laws, statutes, regulations and rules including, but not limited to, the Act and the Regulations, in the operation of the Compassion Center.

(2) The obligations of Sanctuary under this Section IX(A) shall not apply to any such claims, suits, actions, damages, expenses, costs, fees or liabilities solely caused by the gross negligence, fraud or willful malfeasance of any Consultant Party (as defined below). This indemnity is absolute and unconditional and shall survive the termination of this Agreement.

B. Indemnification Obligations of Consultant.

(1) Consultant shall indemnify, defend and hold harmless Sanctuary and Sanctuary's directors, officers, employees, attorneys, representatives, independent contractors and agents, from and against any and all third party claims, suits, actions, damages, expenses, costs, fees or liabilities not otherwise covered by insurance (including reasonable attorneys' fees and expenses) for any injury or damage caused solely as a result of the recklessness, fraud or willful misconduct by Consultant or any of its directors, officers, managers, employees, agents, independent contractors or representatives (collectively, the "Consultant Parties").

(2) The obligations of Consultant under this Section IX(B) shall not apply to any such claims, suits, actions, damages, expenses, costs, fees or liabilities in whole or in part, caused by the negligence, fraud or willful misconduct of any Sanctuary Party. This indemnity is absolute and unconditional and shall survive the termination of this Agreement.

X. EVENTS OF DEFAULT, REMEDIES.

A. Events of Default by Sanctuary. The following, if not cured within the applicable cure period of written notice of the existence of such default, unless a longer cure period is provided for herein, shall constitute an "Event of Default" by Sanctuary:

(1) failure by Sanctuary to pay any amounts due and owing to the Consultant under this Agreement or any other instrument, license, SOW or other agreement executed by the Parties in connection therewith (collectively, the "Consultant Agreements") within 10 days of written notice that such amount is due;

(2) the attempt by Sanctuary to terminate any Consultant Agreement prior to its respective term expiration, or attempts to seek to retain another service provider, consultant or vendor providing similar services and goods as to the Consultant Services;

(3) other than the failure of Sanctuary to make payment when due, the breach by Sanctuary of any representation, warranty, covenant or agreement contained in any Consultant Agreement which breach continues for thirty (30) days from receipt of written notice of such breach; and

B. Remedies. The rights and obligations set forth and/or imposed by this Agreement are of a unique and special nature. Breach of any of such obligations would injure Consultant; such injury is likely to be difficult to measure; and monetary damages, even if ascertainable, are likely to be inadequate compensation for such injury. Therefore, the Parties acknowledge and agree that protection of Consultant's interests in this Agreement would require equitable and injunctive relief including, without limitation, specific performance and preliminary and permanent injunctive relief, in addition to any other remedy or remedies that Consultant may have in law or equity or under this Agreement or any of the Consultant Agreements, including without limitation entitlement to special and consequential damages, imposition of a federal or state receiver, lost profits, and the reimbursement by Sanctuary of the legal fees and expenses of Consultant prevailing in any such suit. Further, even if this Agreement were to be terminated or purported to be terminated by Sanctuary, such termination will not release Sanctuary from its obligation to continue paying Consultant all amounts due and

owing under this Agreement or any Consultant Agreement throughout the term of such Consultant Agreement, regardless if Sanctuary hires another consultant, professional or vendor to supply such Consultant Services.

C. Event of Default by Consultant. The following, if not cured within 60 days of written notice of the existence of such default, unless a longer cure period is provided for herein, shall constitute an "Event of Default" by Consultant:

(1) If there is a material adverse breach of this Agreement solely caused by or solely a result of the willful malfeasance, fraud or gross recklessness of the Consultant. For purposes of this section, a material adverse breach shall be defined as any act or omission that causes Sanctuary temporarily (in excess of 60 days) or permanently to lose any licensure it possesses necessary to operate a Compassion Center.

D. If an Event of Default caused by Consultant arises, Sanctuary's sole remedy shall be to terminate this Agreement, if it so elects, and no further compensation or payments would be owed to the Consultant; provided, however, such termination of this Agreement shall not relieve Sanctuary of its obligation to pay to Consultant all amounts due and owing to it under the Financing Documents or this Agreement for Consultant Services previously rendered to Sanctuary. In no event shall Consultant be liable to Sanctuary for, and Consultant hereby specifically disclaims liability for, any and all indirect damages, whether for lost revenues, lost profits, or for any indirect, special, incidental, consequential, punitive or exemplary damages, whether such damages or losses arise in contract, tort, negligence, strict liability or otherwise, even if Sanctuary has been advised of the possibility of such damages or losses.

E. Survival. This Section X shall survive the termination of this Agreement or any Consultant Agreement.

XI. DISPUTE RESOLUTION.

In the event of any dispute, claim or controversy arising out of or in connection with this Agreement or any Consultant Agreements, or the purported breach, termination or validity thereof, the aggrieved Party shall notify the other Party in writing describing the dispute. Promptly thereafter, over a period not to exceed fifteen (15) days, the Parties shall attempt to settle the dispute through good-faith negotiation between the Parties, followed, if necessary, within thirty (30) days after expiration of such fifteen (15) day period, by professionally-assisted mediation. Any mediator so designated must be reasonably acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed to by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of such dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute, absent the express written consent of both Parties. No recording or transcript shall be made of the mediation proceedings. Each Party will

bear its own costs in the mediation and the fees and expenses of the mediator will be shared equally by the Parties.

In the event the Parties are not able to resolve the dispute, claim or controversy they shall avail themselves to the appropriate Rhode Island state court as set forth in Article XVIII(I) herein.

XII. ADDITIONAL COVENANTS AND AGREEMENTS OF THE PARTIES.

A. Insurance. Sanctuary agrees that it shall maintain insurance in accordance with the requirements imposed by the Act and the Regulations for Compassion Centers and the provisions of this Agreement. Sanctuary shall maintain such types and such levels of insurance, and in such forms sufficient to cover liabilities and obligations under this Agreement and to the reasonable satisfaction of Consultant including, but not limited to, directors and officers, property, general liability, theft, and workers compensation insurance, in such commercially reasonable amounts to the reasonable satisfaction of the Consultant. Sanctuary shall provide, on request by Consultant, evidence that such insurances are in effect.

Consultant shall maintain liability, errors and omissions and workers compensation insurance sufficient to cover any damages that might arise as a result of the Consultant Services. Consultant shall require any Subcontractor similarly to maintain sufficient insurance.

B. Monthly Financial Reporting. Sanctuary shall provide Consultant with updated financial reporting on a monthly basis in a manner and format and containing such information that is reasonably requested by the Consultant.

C. Audit Rights of the Consultant.

(I) Audit Rights. Consultant shall have the right, upon five (5) business days prior written notice and during normal business hours, to review and copy, at its sole expense, all books and records of Sanctuary (the "Relevant Records"). Provided all persons involved execute appropriate confidentiality agreements, Consultant shall have the further right to cause the Relevant Records to be audited by an independent certified public accounting firm selected by Consultant and reasonably satisfactory to Sanctuary, no more than once each calendar year, which expenses shall be paid equally by each of Sanctuary and Consultant. Any audit sought by Consultant shall not be duplicative of another audit already being carried out by an independent certified public accounting firm, unless good cause for a second audit is demonstrated. Consultant shall request such audit in writing at least five (5) business days prior to the commencement of such audit. Sanctuary agrees to cooperate with the auditor and provide the auditor with prompt access to true copies of all Relevant Records. A written report of the auditor which shall include without limitation a finding as to the amount of compensation owed to Consultant and actually paid or payable to Consultant pursuant to the terms of this Agreement (the "Audit Result") shall be provided to the parties as soon as practicable, but in any event within thirty (30) days after completion of the audit.

(2) **Disputes.** In the event that a dispute between Consultant and Sanctuary relating to the Audit Result cannot be resolved within thirty (30) days after receipt by the Parties of the Audit Result, then, within forty-five (45) days of their receipt of such Audit Result, the Parties shall select an independent accounting firm (the "Accounting Firm") to decide the matter. The Accounting Firm's decision on any matter referred to it shall be final and binding on the Parties and Sanctuary.

(3) **Cost.** The reasonable fees of the auditor and, if applicable, the Accounting Firm, shall be borne equally by the Consultant and Sanctuary unless a material discrepancy is found between the audited books the amounts reported with respect to the Consultant's compensation, in which case Sanctuary shall bear such costs and fees.

D. Data Protection. To the extent any personal data of Sanctuary's patients is acquired by the Consultant, such personal data shall only be disclosed to the extent necessary for Consultant to perform the Consultant Services. Consultant shall take all commercially reasonable precautions to ensure the security and confidentiality of such personal data in order to prevent corruption, loss, damage, destruction or unauthorized use of such personal data.

E. Market Information. Subject to full compliance with Rhode Island and federal law with respect to confidential healthcare information and applicable confidentiality agreements, the Parties agree that all historical and current information pertinent to business operations generated by Sanctuary including, without limitation, customer databases that de-identify patients consistent with regulatory requirements and pricing matters, may be used by Consultant to support and develop its general business activities.

F. Publicity. It is hereby specifically acknowledged, understood and agreed by Sanctuary that it shall not cause the name of "Angell Street Investments, LLC" or any of its principals, directors, officers, members, attorneys, investors or representatives, or any other owned or licensed branding thereof, to appear on any of Sanctuary's software, domains, websites, promotional materials, press releases, advertising, emails, company disclosures or other communications without the prior written consent of Consultant. Consultant and Sanctuary shall work cooperatively, in the event of Consultant's consent, on any press release to be issued with respect to this Agreement or any of the arrangements or relationships contemplated and described herein. Nothing herein shall limit Sanctuary's ability to provide such information requested by Department officials or other duly authorized governmental officials; provided, however, if disclosure of such information is required, the Parties agree (i) to furnish only that portion of such information which, in the opinion of Consultant's counsel and Sanctuary's counsel, Sanctuary is legally compelled to disclose and (ii) to cooperate with each other to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to certain information requested by Consultant to the maximum extent permitted under Rhode Island law.

G. Expansion Opportunities. Subject to the provisions of this Agreement, the

Parties covenant and agree to discuss with each other the possibility of cooperating with respect to related business opportunities as such should arise and in determining whether there is a basis for them to jointly pursue such opportunities; provided, however, nothing herein shall be construed to (i) obligate either Party to jointly pursue any potential business opportunity in the future other than the obligations imposed hereunder to jointly pursue all other opportunities, or (ii) alter the provisions of this Agreement.

XIII. RESTRICTED ACTIVITIES.

Not in limitation of the other restrictive covenants set forth in this Agreement, the Parties hereby agree that some restrictions on certain of the Parties' activities during and after the term of this Agreement are necessary in order to protect the business objectives of the Parties contemplated herein and to ensure legal compliance with applicable laws and regulations. As such, without the express written consent of the Consultant, during the term of this Agreement and for a period of one (1) year thereafter, neither Sanctuary (and any affiliates thereof), nor any of its directors or officers shall directly or indirectly, whether as an owner, partner, investor owning more than 50% in a competitive enterprise, consultant, agent, employee, co-venturer or otherwise (collectively, the "Individual Competitors" and together with Sanctuary, the "Competitors"), compete against Consultant in Rhode Island; provided, however, this restrictive covenant will cease to apply to any Individual Competitor after one (1) year has passed from when such Individual Competitor was associated with Sanctuary. For purposes of this Agreement, "compete" means and includes, without limitation, (a) pursuing governmental licenses from Rhode Island beyond the potential Compassion Center licenses contemplated herein and allowed under current the Regulations, (b) pursuing any governmental licenses from Rhode Island for the cultivation, packaging and/or sale of recreational or adult use cannabis, unless such opportunity would result in an exclusive contract or agreement for Consultant to provide Recreational Services to the Competitors and/or their business enterprise, (c) rendering services similar in nature to the Consultant Services or Recreational Services, or (d) accepting an employment, consultation, joint venture or any other

business relationship with any individual, company, association, affiliation, consortium, or other for-profit or not-for-profit organization that will result in any of the following: providing or offering, or contemplating the providing or offering, of services, products and/or programs similar to Sanctuary's business operations or similar to the Consultant Services, Recreational Services or any other services contemplated herein.

Notwithstanding anything to the contrary contained herein, Sanctuary covenants and agrees to do the following during the term of this Agreement: (a) not to engage in discussions with or solicit potential competitors of Consultant with respect to the services to be performed by Consultant, (b) not to solicit, entertain or otherwise directly or indirectly interact with other potential third party lenders or financiers absent the express written consent of Consultant; and (c) promptly forward to Consultant any inquiry or other communication from any third party vendor or other source whatsoever regarding the Consultant Services or concerning services and products of the type contemplated under this Agreement.

XIV. SANCTUARY CORPORATE MATTERS.

In the event of statutory or regulatory changes, state or federal, which may enable Sanctuary to (i) change its corporate structure from that of a non-profit organization to a for-profit organization or other form of organization distinct from a not-for-profit and still being able to hold a Compassion Center license, then any such election or action by Sanctuary shall require the prior written consent of Consultant, and shall be subject to the continued application of this Agreement and the provisions hereof with respect to such new company, new license and new opportunities.

XV. REAL ESTATE.

The Parties agree that Consultant and/or a designee thereof will have a right of first refusal with respect to any opportunity presented to Sanctuary to own real estate supportive of any of its business enterprises (the "Compassion Center Property"); provided, however, that nothing shall prevent Consultant from exercising any plans or efforts to purchase and own such real estate. Upon acquisition of the Compassion Center Property, Consultant agrees to lease the Compassion Center Property back to Sanctuary on mutually agreeable terms so as to be used for Sanctuary's Compassion Center operations.

XVI. TERM AND TERMINATION.

A. Term. This Agreement shall commence on the Effective Date, and shall continue in full force and effect for a term of thirty years, subject to earlier termination as follows:

- (1) by the mutual written consent of both parties; or
- (2) the existence and continuation of an Event of Default not cured within the

applicable cure period and the non-defaulting Party declares this Agreement terminated.

B. Extension of Term. Six months prior to the expiration of the term of this Agreement, Sanctuary may seek proposals from other companies to provide the Consultant Services (each a "Replacement"), provided, however, Consultant shall be granted an automatic fifteen (15) year extension by Sanctuary as long as Consultant matches the terms that a potential Replacement offers to Sanctuary for provision of the Consultant Services and Consultant is not then in default of its obligations under this Agreement.

C. Compensation upon Termination. Upon termination of this Agreement for any reason, Sanctuary shall pay Consultant for all Consultant Services actually performed up to the effective date of such termination. Further, all applicable default interest rates and late fees shall automatically be instituted and as provided for in any Consultant Agreement shall commence accruing until all financial obligations due and owing to the Consultant by Sanctuary are repaid. Upon termination of this Agreement by either Party without cause, due to a breach of this Agreement or in violation of this Agreement, the other party shall have all rights and remedies available to it under this Agreement and/or at law and in equity. Unless Consultant is terminated as a result of its committing on Event of Default as defined in Article X under this Agreement, Consultant shall, upon termination of this Agreement for any reason, be entitled to all damages, including without limitation, special and consequential damages, lost profits under this Agreement, reimbursement of legal fees and expenses, payment of any compensation or fee or money amounts which would have been paid through the term of this Agreement and any contemplated extensions thereof but for such termination and as if the Agreement was still in existence or being performed by the parties hereto, and such other rights and remedies under the provisions of this Agreement with respect to breach(es). This section XVI (C) shall survive the termination of this Agreement.

D. Return of Confidential and Other Information upon Termination. Unless the Parties agree to terms for an ongoing license, upon termination of this Agreement, the Parties shall immediately return, delete or destroy (at each Party's direction or other arrangement) all copies of Materials, Confidential Information, intellectual property and all other property belonging to the other Party disclosed or provided under this Agreement. Upon termination of this Agreement, each Party agrees to sign and deliver a termination certificate in compliance with the terms of this Agreement.

XVII. NOTICES.

Except as otherwise provided in this Agreement, all notices provided under this Agreement: (i) shall be in writing, referencing this Agreement; (ii) shall be sent via electronic mail (delivery confirmation requested), certified US mail (return receipt requested), courier or facsimile, to such address as is designated by a party in writing to the other party; and (iii) shall

be deemed to have been given five (5) calendar days from the date of postmark if sent via certified US mail, or on the date of delivery confirmation if sent via email, courier or facsimile.

XVIII. MISCELLANEOUS.

A. Operating and Business Accounts. Sanctuary's operating and business accounts shall be established and maintained at reputable banking institutions.

B. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns to the extent such successors and assigns are permissible under this Agreement.

C. No Joint Venture; Independent Contractors. This Agreement shall not constitute, create, give effect to or otherwise imply a teaming, partnership, joint venture, leader-follower or other joint employment arrangement or other formal business relationship between the parties hereto, and Consultant shall not be deemed an agent, volunteer or employee of Sanctuary. Further, nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Consultant shall not be liable to Sanctuary for any of the costs, expenses, risks or liabilities arising out of Sanctuary's efforts and/or activities in connection with (a) this Agreement or (b) any licenses or permits issued by the Commonwealth of Massachusetts. Consultant assumes sole and full responsibility for withholding any and all appropriate taxes in connection with fees earned by Consultant under this Agreement. Consultant will have no authority to enter into contracts that bind Sanctuary or create obligations on the part of Sanctuary without the prior written authorization of Sanctuary. Sanctuary will have no authority to enter into contracts that bind Consultant or create obligations on the part of Consultant without the prior written authorization of Consultant.

D. No Rights Granted. Unless expressly stated herein, nothing in this Agreement shall be construed as granting any license or other rights to or under any goodwill, trademark, patent, copyright, formulae or other intellectual property right of one party to the other party, nor shall this Agreement grant any rights in or to one party's Confidential Information or Materials to the other Party, except the limited licenses set forth in this Agreement.

E. Announcements. Except as otherwise expressly permitted herein, all press releases, advertising, promotions, announcements or other publications by either of the Parties concerning this Agreement or its subject matter or any matter ancillary hereto must be approved in writing by each Party prior to disclosure. Such approval may be withheld by either Party in its sole discretion.

F. Amendments. Any term of this Agreement may be amended, modified or waived only with the written consent of the Parties. This Agreement, including any exhibits hereto, constitutes the sole agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

G. Waiver. The failure of either Party to enforce at any time any of the provisions or terms of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by either party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, terms, rights or elections or in any way to affect the validity of this Agreement or such Party's right to exercise such provisions, terms, rights or elections at any other time.

H. Severability. If any provision of this Agreement or the application thereof to any person or entity or circumstance shall, to any extent, be held illegal, invalid and/or unenforceable by a court of competent jurisdiction, then (a) the remainder of this Agreement or the application of such provision to persons or entities or circumstances other than those as to which it is illegal, invalid and/or unenforceable, as the case may be, shall not be affected, (b) each provision of this Agreement shall be legal, valid and enforceable to the extent permitted by law, and (c) the offending provision or application thereof shall be modified or stricken solely to the extent necessary to make it legal, valid and/or enforceable. The illegality, invalidity and/or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the legality, validity and/or enforceability thereof in any other jurisdiction that is not affected by the court's declaration.

I. Governing Law and Venue. This Agreement and the performance of all obligations hereunder shall be governed by and construed in accordance with the laws of the State of Rhode Island without reference to its conflict of laws principles. Subject to and after complying with Article XI herein, the Parties hereby submit to the exclusive jurisdiction of the courts of Rhode Island, with respect to any dispute between the Parties pertaining to this Agreement.

J. Attorneys' Fees. If a Party brings any type of action or proceeding to enforce the terms hereof or declare any rights hereunder, the substantially prevailing party in any action, proceeding or appeal thereon shall be entitled to reasonable attorneys' fees and costs. Such fees and costs may be awarded in the same proceeding or recovered in a separate proceeding. The term "substantially prevailing Party" shall be a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, award, judgment or abandonment by the other party of its claim or defense.

K. Survival. In order that the parties hereto may fully exercise their rights and perform their obligations hereunder arising under this Agreement, any provisions of this Agreement that are required to insure such exercise or performance shall survive the termination of this Agreement, including without limitation those relating to insurance and indemnification. Not in limitation of the foregoing, the following sections shall survive termination or cancellation (for any reason whatsoever) of this Agreement: Sections II, IV, V, VI, VII, IX, V, VI, VII, VIII, XIV, XV, XVI, XVII and XIX or as is otherwise provided for herein.

L. Interpretation. This Agreement is the product of negotiation between the Parties and shall not be interpreted for or against either Party whether or not such Party is the drafter.

M. Headings. All headings are for reference purposes only and shall not be considered in the construing this Agreement.

N. Counterparts. This Agreement may be executed in one (1) or more counterparts, and by way of scanned email or facsimile transfer, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

O. Complete Agreement. This Agreement, together with any SOW(s), the Financing Documents and any other documents, schedules or exhibits incorporated herein by reference constitute the entire agreement of the Parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings and agreements, both written and oral with respect to such subject matter.

P. Cumulative Remedies. Except as provided in this Agreement or any SOW, the rights and remedies contained herein are cumulative and not exclusive of any rights or remedies provided by law or in equity.

Q. Force Majeure. Neither Party shall be liable for any delay or failure in performance due to any reason or unforeseen circumstance beyond its reasonable control, including fires, riot, rebellions, wars, acts of terrorism, accidents, explosions, floods, storms, acts of God, changes in applicable laws and regulations that material and adversely impact the Parties and other similar occurrences. The rights and obligations of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of excusable delay.

R. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by both Parties as listed below and emailed signature pages shall be accepted as originals

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF the Parties by their duly authorized signatures below have executed and delivered this Agreement as of the Effective Date.

ANGELL STREET INVESTMENTS, LLC

By: 
Name: Jason A. Sidman
Title: Vice President

SANCTUARY MEDICINALS


By: 
Name: Geoffrey Lewis
Title: Director and President

EXHIBIT A

Compensation for Management Consulting Services Provided

In consideration of the management consulting services to be provided to the Compassion Center as provided for in this Agreement, including RE Services, and Retail Advisory and Consulting Services as well as the licensing of certain intellectual property, Sanctuary shall pay Consultant a [REDACTED]

[REDACTED] payable on a monthly basis.

EXHIBIT B
Licensing Agreement

The Licensing Agreement will be negotiated by the Parties upon notification from RIDBR that Sanctuary Medicinals has been selected to receive a compassion center license.

SCHEDULE 1
SCOPE OF CONSULTING SERVICES RELATED TO COMPASSION CENTER

1. Ensuring compliance with the Act and the Regulations, ordinances and other applicable legal requirements and proprietary macro design and build-out of the Compassion Center, with advice on floor plans, make and placement of equipment, OSHA, other relevant laws and best practices, as appropriate and necessary, in connection with (a) pharmaceutical grade medicine being dispensed for the benefit of patients, (b) sophisticated and automated commercial operations and systems, and (c) current and applicable technology and/or protocols;
2. Providing training (through proprietary methodologies and/or otherwise, and as appropriate and necessary) of Sanctuary's retail employees, executive management and all other personnel and/or executives, as appropriate, with respect to relevant laws and regulations; confidentiality, patient privacy and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); electronic recordkeeping; protocols for reception and registration specialists; and protocols for counter and retail product transactions;
3. Providing Compassion Center security protocols and systems (proprietary and/or otherwise, and as appropriate and necessary), including applicable Compassion Center security systems, procedures, policies, protocols, plans and/or equipment specific to Sanctuary with respect to:
 - (a) dispensary premises overview, and measures preventing unauthorized access;
 - (b) local law enforcement involvement, and coordination plan;
 - (c) floor plan, and make, model and number of security devices;
 - (d) safety and security systems;
 - (e) safety and security staffing, and job descriptions;
 - (f) employee security policies;
 - (g) security operational procedures manual;
 - (h) disaster preparedness; and/or
 - (i) personal safety and crime prevention techniques, as appropriate.

4. Providing transport, receiving and/or exchange procedures and plans (proprietary and/or otherwise, and as appropriate and necessary), including that which relates to safety, security, inventory control and quality control;
5. Providing proprietary human resources services and materials as appropriate and necessary and related to a dispensary operation, including without limitation that which relates to the identification, adoption, implementation and/or modification of appropriate organizational charts, staffing optimization goals, hiring policies, desired skill sets, salaries, bonuses, benefits, educational and advanced training programs, workplace policies and procedures, employee working environment plan(s), employee handbook(s) and other human resource necessities, all based on (a) experience and best practices, (b) projected and actual growth of Sanctuary and changes in the industry matters, company operations and circumstances in general, and (c) an industry marked with high employee turnover and limited applicants with skill sets applicable in a sophisticated corporate environment featuring non-profit characteristics, patient awareness, product knowledge, lack of government funding or grant opportunities, and lack of traditional bank financing opportunities;
6. Implementing newly developed educational materials, information and techniques (proprietary and/or otherwise), as appropriate and necessary, allowing Sanctuary to enable personnel, patients and the conventional medical and science community to remain abreast of all new developments within the medical marijuana industry as they arise;
7. Providing inventory tracking with respect to a seed-to-sale program tied into a point of sale system operating off a developed platform, as appropriate and necessary and reflecting proprietary methodology and maximization of efficiencies and output, to be implemented, established, maintained and updated, as appropriate and necessary, under Consultant's oversight, training, know-how and intellectual property with respect to:
 - (a) Inventory Control – Law and Security;
 - (b) Inventory Control – Physical Steps;
 - (c) Inventory Control – Personnel Duties; and
 - (d) Inventory Control – Information Technology (see below);
8. Developing, implementing, maintaining and updating of a Sanctuary tailored patient management, point-of-sale and inventory control and management system and related software to allow for, as appropriate and necessary, the following:
 - (a) a proprietary software system, code and platform combination;

- (b) implementation, establishment, maintenance and updating under Consultant's oversight, training, know-how and intellectual property;
 - (c) the supply of necessary database features, record-keeping attributes and critical reports required by such an operation;
 - (d) the housing of relevant information pertaining to patients and all transactions useful or necessary in connection with legal compliance, data, marketing, outreach, communications and the like in compliance with Massachusetts law;
 - (e) the incorporation of purchase transactions on a per customer basis for reporting requirements; and/or
 - (f) the tracking of inventory of vegetative items during their life cycle, and the tracking of other inventory, retail items and general/office supplies with a high degree of accuracy;
9. Providing public relations; marketing activities and plans; outreach to the conventional medical and science communities and other stakeholders such as law enforcement, elected officials, civic leaders, patients and the general local community; effecting formal educational sessions for community health care providers; and/or the hosting of various events, appearances, seminars, workshops, symposiums and the like; all based on historical experience, best practices and intellectual property, and as appropriate and necessary and applicable with respect to Sanctuary and the Regulations;
 10. Developing and maintaining a comprehensive interactive website (proprietary and/or otherwise), as appropriate and necessary, showcasing Sanctuary's Compassion Center and its various operational, retail, educational and health care resources, initiatives and outreach activities drawing on historical experience and best practices within the applicable industry;
 11. Providing executive services (proprietary and/or otherwise), as appropriate and necessary, in the areas of business strategy, business models, operations optimization, technology and regulatory compliance, hiring and training, including a proprietary orientation and training program based on a series of training modules designed to instill and enhance general and specific knowledge advantageous to Sanctuary's business;
 12. Providing business strategies, business models, operations optimization, technology and regulatory compliance (proprietary and/or otherwise), as appropriate and necessary;

13. Providing, installing and/or maintaining, as appropriate and necessary, of an information technology security system (proprietary and/or otherwise) that reflects: (a) standard security best practices to protect information contained in its databases, including patient, point of sale and inventory control information; (b) "cloud" based technology; and (c) state-of-art security features and back-up reliability;
14. Providing, installing and/or maintaining, as appropriate and necessary, of a system (proprietary and/or otherwise) to: (a) maintain confidential, detailed patient records in an environment geared towards HIPAA; (b) feature relevant and current software; and (c) provide and update a privacy policy and procedures manual relating thereto; which system will enable Sanctuary through utilization to maintain and/or provide (i) patient records in a confidential, privileged and secure environment in accordance with HIPAA standards, which records will be used daily by Sanctuary's staff for patient registration, verification and information with respect to dispensary transactions, and (ii) scanned document storage and retrieval, operating procedures, inventory records, seed-to-sale tracking records, personnel records, sales reports and other business records, waste disposal records, notice reminders, and other administrative and regulatory reporting functions;
15. Providing, procuring, installing and/or maintaining, as appropriate and necessary, of all needed merchant services, including without limitation those enabling Sanctuary to accept transaction payments by use of patient and/or vendor credit, debit or other similar cards or payment methods;
16. Providing financial and accounting services (proprietary and/or otherwise), as appropriate and necessary, including the following: budgeting, accounting and payroll activities; financing and accounts payable management; planning and preparation with respect to 25 U.S. Code 280E; tax preparation and/or coordination; monthly, quarterly and/or annual reporting of financial, marketing, patient, capital project and new development matters; business plans and planning; insurance planning and procurement; and distribution of payments and reports to Sanctuary's creditors and vendors as appropriate and necessary;
17. Assisting with government relations matters, as appropriate and necessary, including legislative initiatives, regulatory changes, referenda and/or other actions with the potential to impact the Program, the license(s) of Sanctuary, the patient base of Sanctuary and/or the business operations of Sanctuary in general, all based on historical experience;
18. Providing, implementing and/or maintaining, as appropriate, necessary and applicable, of other products and services:
 - (a) Accounting set up and/or bookkeeping (with attention to 26 U.S. Code §280E);

- (b) Patient intake and orientation process (including new patient packets) in accordance with current standards, best practices and intellectual property;
- (c) Continuous education for the benefit of stakeholders, including without limitation proactive newsletters, social media and website postings;
- (d) Events, seminars and workshops;
- (e) Maintenance and updating of a patient information and education center;
- (f) Ongoing medical studies, trials and/or research in participation with other professional individuals and entities for the benefit of Sanctuary and its patients, as appropriate;
- (g) Educational sessions for community health care providers;
- (h) Security systems, policies and procedures specific to medical marijuana dispensary operation, including safety and security plans;
- (i) Insurance procurement;
- (j) Business plan(s) relating not just to current dispensary facility needs, but with respect to future expansion and/or diversification activities;
- (k) Standard operating and procedures manual(s) specific to the non-cultivation phases of Sanctuary's operations;
- (l) Employee working environment plan(s);
- (m) Substance abuse prevention plan(s) with respect to efforts to combat substance abuse in the relevant jurisdiction(s);
- (n) Development of a community benefits plan;
- (o) Development of a delivery system and/or transportation plan in coordination with the Department to the extent applicable, appropriate and necessary; and/or
- (p) Development of ancillary products and revenue sources including without limitation the implementation of a program with respect to quality control testing and alternative dosage form products, and project management oversight and education with respect thereto, featuring unique attributes

such as clean room attributes and otherwise as applicable so as to ensure a balanced retail platform meeting current and ongoing development of patient expectations, products and best practices from a retail perspective in compliance with the Act and the Regulations and any other applicable law or regulation.

19. Reviewing and updating of all of the foregoing, as appropriate and necessary, in accordance with the continuing emergence of new and best practices and products and intellectual property of Consultant, and including that which relates to the planning and execution of expansion activities.

Any and all of the above-described services to be provided by Consultant shall comply with the Act and the Regulations, shall be rendered for the consideration provided for in this Agreement, and will be provided at no additional cost or fees to Sanctuary unless otherwise provided herein or unless Sanctuary agrees in advance and writing. Except as is otherwise specifically provided for herein or in the Financing Documents, Sanctuary shall maintain exclusive control over Sanctuary's personnel and the ultimate execution of or performance with respect to, as applicable, operational plans, procedures, processes, methodologies and related equipment and machinery, including, but not limited to, those relating to cultivation, growth, security, quality control, training and the like.

SCHEDULE 2
SCOPE OF RETAIL CONSULTING SERVICES RELATED TO COMPASSION
CENTER

A. Retail Advisory Services:

- Back Office Support
- Brand Equity Modelling
- Category Management, pricing and promotions strategy
- Consumer Behavioral Analysis
- Consumer Expenditure Modelling
- Growth Strategy
- Integrated Cost Management
- Inventory Planning Control
- Marketing Forecasting
- Merchandising & Supplier Strategy
- New Product Development
- Pricing and Promotions Strategy
- Retail Brand Development
- Retail Concept Development
- Retail Performance Improvement
- Retail Roll Out Strategy
- Store Portfolio Optimization
- Strategic Retail Development

B. Marketing and Public Relations Consulting Services*:

- Advertising Design
- Brand Positioning and Strategy Implementation
- Content Marketing Optimization
- Conversion Optimization
- Develop and write press releases and other communications for public distribution including, planning, research, strategic goal setting and branding maintenance
- Develop media distribution lists
- Development of overall communications strategy
- Digital commerce/e-commerce optimization
- Digital Marketing, including use of online tools
- Loyalty Program Development
- Maintain contact and relations with media representatives
- Marketing mix optimization

- Monitoring the messaging and production of promotional, membership and marketing materials to ensure consistency
- Non-traditional marketing
- Retail Marketing
- Social Media Marketing Consulting
- Trends and best practices
- Visual Merchandising
- Website Design

***Said marketing and public relations services will be provided and conducted in compliance with the Act and the Regulations as well as any other applicable law or regulation.**

CC Form 4
Annex E

Related Party Transactions

There are no related party transactions between Sanctuary Medicinals, its directors and officers and any immediate family member or members.

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CC Form 4
Annex F

Real Estate

Sanctuary Medicinals has entered into a lease agreement for real estate located at 199 Branch Avenue, Providence, RI which is located in Zone 2. A copy of that certain lease agreement by and between 199 Branch Avenue LLC and Sanctuary Medicinals dated November 6, 2020 is attached hereto as Exhibit A and incorporated by reference.

Sanctuary Medicinals has secured a letter from the City of Providence Department of Inspections and Standards dated November 30, 2020, that states that the real estate complies with the City of Providence Zoning Ordinance. A copy of said letter is attached hereto as Exhibit B and incorporated by reference.

EXHIBIT A

NON-EXCLUSIVE AGREEMENT TO LEASE

This non-exclusive agreement to lease agreement ("Agreement") is entered into on this 6th day of November 2020 by and between **199 BRANCH AVENUE LLC** a Massachusetts Limited Liability Company with a mailing address of 150 Old Page Street, Stoughton, MA 02072, Attn: Bruce Balder ("Landlord") and **SANCTUARY MEDICINALS, INC.**, a Rhode Island Non-Profit Corporation, or its Nominee, with a mailing address of 2 Angell Street, Unit 2, Providence, RI 02903, Attn: Geoffrey Lewis ("Tenant"). Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Landlord owns property located at 199 Branch Avenue, Providence, RI 02904 (Plat 72, Lot 517) ("Property");

WHEREAS, said Property is improved and contains a building of approximately 20,059 square feet rentable space ("Building");

WHEREAS, the Rhode Island Department of Business Regulations ("DBR") is accepting applications for medical marijuana compassion centers ("CC") beginning on July 17, 2020 and closing on December 15, 2020 ("Application Period");

WHEREAS, DBR has promulgated regulations dated March 5, 2020, regarding CC applications (230-RICR-80-05-1) ("Regulations"), which Regulations provide, among other things, for CC selection from applications submitted during the Application Period by a random drawing to be held at a date to be determined but not yet scheduled as of the execution of this Agreement ("Drawing");

WHEREAS, said Regulations further provide that only one (1) applicant will be selected from applications submitted in the Application Period as licensee for a CC in Zone 2 (which zone includes the City of Providence);

WHEREAS, Tenant has or will submit an application for a Zone 2 CC license to the DBR during the Application Period;

WHEREAS, in the event that Tenant is selected as the licensee for a Zone 2 CC, Tenant desires and agrees as set forth below to lease from Landlord approximately 4,669 square feet of space in the Building together with 30 exclusive parking spaces on the Property;

WHEREAS, in the event that Tenant is selected as the licensee for a Zone 2 CC, Landlord desires and agrees as set forth below to lease to Tenant approximately 4,669 square feet of space in said Building together with 30 exclusive parking spaces on the Property;

WHEREAS, because DBR will select only one (1) applicant for a Zone 2 CC license and Landlord desires to lease the Property to the selected licensee for a Zone 2 CC, Landlord may offer other non-exclusive agreements to lease the Property to applicants for a Zone 2 CC license other than Tenant, this Agreement is non-exclusive;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows.

1. Within five (5) days of the date that DBR schedules or re-schedules the Drawing, Tenant shall send written notice to Landlord of the date that DBR has scheduled or re-scheduled the Drawing by certified and electronic mail at the following address:

199 Branch Avenue LLC
c/o Bruce Balder
150 Old Page Street
Stoughton, MA 02072
bruce@internationalmetal.com

with a copy to:
Michael T. Eskey, Esq.
Moses Ryan Ltd.
40 Westminster Street, 9th Floor
Providence, RI 02903
teskey@marlawri.com

2. If Tenant is selected as the CC licensee for Zone 2, Tenant shall lease a part of the Building and Property from Landlord and Landlord shall lease a part of the Building and Property to Tenant as set forth in the Lease attached hereto as **Exhibit A**.
3. If Tenant is selected as the CC licensee for Zone 2, the Lease attached hereto as **Exhibit A**, which Lease has been negotiated and mutually agreed to by the Parties by and through their respective legal counsel shall be executed by the Parties no later than two (2) business days following the selection of Tenant as the CC licensee for Zone 2.
4. If Tenant (i) does not submit an application for a Zone 2 CC license to the DBR during the Application Period or (ii) withdraws its application submitted during the Application Period for a Zone 2 CC license; or (iii) if an applicant other than Tenant is selected as CC licensee for Zone 2, this Agreement will terminate automatically without any further right, obligation, or effect by and between the Parties at either (i) the closing of the Application Period if Tenant does not submit an application within the Application Period; (ii) the date that Tenant withdraws its application submitted during the Application Period for a Zone 2 CC license; or (iii) on the date that an applicant other than Tenant is selected as CC licensee for Zone 2.
5. Notwithstanding any other provision of this Agreement, if by August 31, 2021, DBR has not conducted a Drawing and made a selection from applications submitted during the Application Period for a CC license for Zone 2 (the "Licensing Period"), this Agreement will either (i) terminate automatically, without any further right, obligation, or effect by and between the Parties or (ii) Tenant may extend this Agreement an additional six (6) months (i.e. until March 3, 2022) (the "Extended License Period") by notifying Landlord in writing of Tenant's intention to do so at least ten (10) days prior to the Agreement's expiration (i.e. on or before August 21, 2021). At the expiration of the Extended License Period, if any, if DBR has not conducted a Drawing and made a selection from applications submitted during



the Application Period for a CC license for Zone 2, this Agreement will terminate automatically, without any further right, obligation, or effect by and between the Parties.

6. As a part of the consideration for Landlord's agreement to hold a part of the Building and Property as set forth in the Lease attached hereto as Exhibit A open and available for lease by Tenant in the event that Tenant is selected as the CC licensee for Zone 2, Tenant shall pay Landlord the following non-refundable sums from the date Tenant submits its application for a Zone 2 CC license to the DBR during the Application Period to the date that Tenant's application within the Application Period is either selected, withdrawn, or not selected as the CC licensee for Zone 2:

A. Monthly, until August 31, 2021: zero (0) dollars.

B. Monthly, during the Extended License Period, if any: \$2,500 (two thousand five hundred dollars).

7. The Parties expressly acknowledge and agree that this Agreement is non-exclusive and, as such, that Landlord may enter into other non-exclusive agreements to lease the Property with other CC applicants for Zone 2 who have or will submit applications during the Application Period. Notwithstanding the foregoing, but subject to provisions of Paragraph 8 of this Agreement, the Parties expressly acknowledge and affirm that if Tenant is selected as the CC licensee for Zone 2 the Parties are fully bound to their obligations to lease the Property as set forth in this Agreement. Notwithstanding anything herein, if Tenant is chosen in the pool of applicants by the State of Rhode Island to be issued a CC license for Zone 2, the parties acknowledge and agree the Lease attached hereto as Exhibit A shall be executed in accordance with the above Paragraph 3 and, at that time, is binding, in full effect, and exclusive, regardless of the fact that this Agreement is non-exclusive.
8. If at any time DBR changes the Regulations related to the number of new CC licensees allowed in the City of Providence, or there is any other change in law or regulation that would allow for more than one applicant to receive a new CC license in Zone 2 or the City of Providence for applications submitted during the Application Period, and if Landlord has executed multiple non-exclusive option agreements to lease the Property as a CC in connection with applications submitted during the Application Period, then the prospective tenant selected by the DBR as a CC licensee for Zone 2 that holds the non-exclusive agreement to lease the Property that is executed by the Parties first in time shall have the right, duty, and obligation to execute its lease for the Property for use as a CC. Landlord acknowledges, represents, and warrants that the within Agreement is the first-in-time non-exclusive agreement to lease the Property that is executed between Landlord and any other Party.
9. Landlord agrees that by executing this Agreement, it grants Sanctuary Medicinals, Inc. or its Nominee the non-exclusive right and opportunity to negotiate and conclude with any and all public authorities, including the City of Providence, all contracts and agreements necessary to locate a CC on the Property.



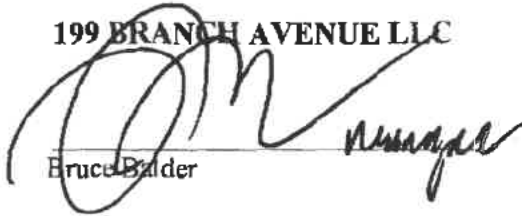
10. Tenant may represent to any and all public authorities, including DBR, that it has signed a binding agreement to lease the Property for use as a CC and that a lease for that purpose in the form attached as Exhibit A will be executed if Tenant is selected as CC licensee for Zone 2 in the Drawing.
11. Amendment. This Agreement may be amended or modified only by a written instrument executed by both of the Parties.
12. Representations and Warranties. Each of the Parties represents and warrants to the others that such Party, or an appropriate officer thereof, is duly authorized to execute and deliver this Agreement and to fully perform its/his obligations hereunder and in the documents related hereto, and has taken all requisite actions necessary to authorize the execution and delivery hereof and the performance of such obligations. Each of the Parties represents and warrants to the others that such Party has been represented for purposes of this Agreement by independent legal counsel of such Party's own choosing, that such Party has reviewed this Agreement and is fully aware of its contents and its legal effect, and that such Party has entered into the Agreement freely and voluntarily.
13. Severability; Separability. Any of the parts, provisions, warranties, or covenants set forth herein are severable and separable, and in the event that they, or any one of them, shall be deemed to be void, invalid, or unenforceable by a court of competent jurisdiction; then this Agreement shall be interpreted as if such void, invalid, or unenforceable parts, provisions, warranties, or covenants were not set forth herein, and the remaining provisions hereof shall remain enforceable to the extent permitted by applicable law.
14. Supersedure; Entire Agreement; Binding Effect; Construction. This Agreement supersedes all prior negotiations and agreements, whether written or oral, between the Parties, and sets forth the entire understanding and agreement of the Parties. This Agreement shall be binding on, inure to the benefit of, and be enforceable by the Parties and their respective heirs, executors, administrators, successors, assigns, and distributees. This Agreement was negotiated and reviewed by all Parties hereto. No portion of this Agreement shall be construed against any drafting Party. The terms of this Agreement are contractual in nature and not a mere recital, and it shall take effect as a sealed instrument.
15. Governing Law; Consent to Jurisdiction; Counterparts; Recitals. This Agreement is being delivered and is intended to be performed in the State of Rhode Island and shall be construed and enforced in accordance with the laws of that state without reference to the rules of conflicts of laws thereof. In any litigation connected with or arising from this Agreement, the Parties hereby consent to and confer exclusive jurisdiction on the courts of the State of Rhode Island and hereby expressly waive any objections to personal jurisdiction, venue, and *forum non conveniens* in any such courts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any and all recitals set forth in this Agreement are hereby deemed to be true and correct and shall further be deemed incorporated by reference into and a part the Agreement.

A handwritten signature in black ink, appearing to be 'MJP', is located in the bottom right corner of the page.

AGREED TO AND ACCEPTED BY:

LANDLORD:

199 BRANCH AVENUE LLC

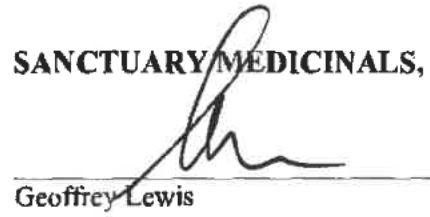

Bruce Balder

Title: Manager

Date: 12/10/20

TENANT:

SANCTUARY MEDICINALS, INC.


Geoffrey Lewis

Title: Director

Date: ~~10~~ 11/9/2020

EXHIBIT A

Lease

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and a long horizontal stroke.

LEASE

by and between

199 Branch Avenue LLC, as Landlord

and

Sanctuary Medicinals, as Tenant

for the land and building at

199 Branch Avenue Providence, Rhode Island

LEASE

THIS LEASE ("Lease") is dated as of the ___th day of _____, 202__ (the "Effective Date") and is entered into by and between Landlord and Tenant named below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

1.1 Definitions. Whenever used herein, the following terms shall have the following meanings:

Term Commencement Date: As defined in Section 2.2 below.

Rent Commencement Date: As defined in Section 2.2 below.

Landlord: 199 Branch Avenue LLC, a Massachusetts Limited Liability Company

Address of Landlord: 150 Old Page Street, Stoughton, Massachusetts 02072
Attn: Bruce Balder

Tenant: Sanctuary Medicinals a Rhode Island Non-Profit Corporation or its Nominee.

Address of Tenant: Sanctuary Medicinals
Geoffrey Lewis
2 Angell Street
Unit 2
Providence, RI 02903

Broker(s): Atlantic Retail Properties

Term: Ten (10) years, commencing on the Rent Commencement Date and expiring on the last day of the calendar month in which the tenth (10th) anniversary of the Rent Commencement Date occurs (the "Expiration Date"), unless sooner terminated or extended as may be provided herein.

Option(s) to Extend Term: Four (4) options to extend the Term for Five (5) Lease Years per option, subject to the terms and conditions of Article 23 hereof.

Lease Year: Each period of twelve (12) full consecutive calendar months during the Term, with the first (1st) Lease Year commencing on the Rent Commencement Date; provided, however, that (a) if the Rent Commencement Date falls on a day other than the first (1st) day of a calendar month, then the first (1st) Lease Year shall also include the partial calendar month in which the Rent Commencement Date occurs, and (b) the last Lease Year shall in any event end on the Expiration Date (and may thus be a partial Lease Year).

Land & Property: Certain real property, known as Plat 72, Lot 517 in Providence, Rhode Island, on which the Building is located, consisting of approximately 1.59 acres of land and approximately 4,669 square feet of a space that is approximately 20,059 square feet in size of rentable space with an exclusive to all property rights and improvements that run with the Property and exclusive right to 30 parking spaces within close proximity of the Building and Premises. A legal description of the Land is annexed hereto as Exhibit A.

Building: The Building, commonly known as and having an address of 199 Branch Avenue, Providence RI, located on the Land, containing a total of approximately 20,059 rentable square feet of space.

Premises: A certain portion of the Land and a certain portion of the Building, together with any and all other structures and improvements located thereon from time to time during the Term. The Premises shall consist of approximately four thousand six hundred sixty-nine (4,669) square feet of the Building located at the southern section of the existing building with exclusive rights to all property rights and improvements that run with the Premises. Landlord also grants to Tenant the non-exclusive right to use in common with Landlord and other tenants or users of the Building (subject to reasonable rules of general applicability from time to time made by Landlord), the common areas associated with the Land and the buildings thereon, which are defined as such areas and facilities outside the Premises that are provided for the general use in common by Landlord, Tenant and other tenants or users of the Building and the other building on the Land and their respective agents, invitees and customers (the "Common Areas"). The Common Areas shall include, without limitation, pedestrian walkways, parking areas, landscaped areas, sidewalks, service corridors, conduits, risers, thoroughways, and private roads, servicing the Premises and the Land. A plan of the Premises is annexed hereto as Exhibit A-1.

Permitted Use: For use initially as a licensed medical marijuana compassion center ("CC") as defined by and in accordance with the Rhode Island General Laws, Rhode Island Department of Health, and the Rhode

Island Department of Business Regulations ("DBR"), as the same may be amended from time to time, and such other statutes, rules and regulations as may be implemented from time to time with respect to said use and such other lawful use, if license is obtained, as a dispensary for the recreational use of cannabis, for the storage of cannabis products, and for the transport and sale of cannabis products by license or permit, as well as ancillary office use in connection therewith, and for such other legal purposes permitted by law, subject in all cases to all Legal Requirements (defined in Section 7.5). Tenant is prohibited from use of the Premises for cultivation of marijuana, whether medicinal or recreational.

Base Rent:

Base Rent shall be as follows:

Lease Year	Annual Base Rent	Monthly Installment
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
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23		
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25		
****26****		
27		
28		
29		
30		

*If Tenant properly exercises the option for the first Extension Period.

**If Tenant properly exercises the option for the second Extension Period.

***If Tenant properly exercises the option for the third Extension Period

****If Tenant properly exercises the option for the fourth Extension Period

Security Deposit:

██████████ which shall be due upon the issuance of Tenant's compassion center license by the Rhode Island Department of Business Regulation and which shall be reduced during the Term in accordance with Section 4.1, in lieu of a personal or corporate guarantee.

Operating Expenses:

Tenant will be only be responsible for its proportionate share (23%) of building insurance premiums, (all such insurance shall be in commercially reasonable amounts), subject to Tenant's reimbursement to Landlord of any increase in insurance premiums as detailed in Section 3.2

All other charges and assessments incurred by or levied against the Premises including but not limited to common area maintenance and real estate taxes shall be paid by Landlord solely and said items shall include but not be limited to the aggregate costs and reasonable expenses incurred by Landlord in the operation, any repairs, replacements, maintenance of the Property, including, for example, but without limitation, all reasonable costs, expenses, fees, premiums and payments (of any kind whatsoever), including the repair and maintenance of plumbing, electrical, utility, and life safety systems; gardening and landscaping; snow and ice removal; maintenance of signs (other than tenants' signs); Landlord's personal property taxes; routine maintenance and repair of the roof membrane, flashings, gutters, downspouts, roof drains, skylights and waterproofing; maintenance of paved areas (including sweeping, striping, repairing, resurfacing, and repaving); general maintenance, painting, lighting, cleaning, refuse removal, security and similar items with respect to the Premises; security of the Common Areas; capital repairs and/or improvements; and reserves for roof replacement, exterior painting and other appropriate reserves. Tenant shall also not be liable for (a) the cost of alterations to space in the Building leased to others; (b) debt service and ground rent payments; (c) any cost or expenditure for which Landlord is reimbursed by insurance proceeds or eminent domain proceeds or which is borne by Landlord due to the failure of Landlord to obtain

insurance against fire or casualty as required under this lease; (d) costs for which Landlord is reimbursed under warranties provided to Landlord by contractors who have warranty obligations; (e) advertising and promotional expenses, leasing commissions, attorneys' fees and collection costs related to negotiation and resolving disputes under other tenant leases unless the matter involves enforcing compliance with rules and regulations or other standards or requirements for the benefit of all tenants of the Building; (f) the cost of providing electrical service to space leased to other tenants; (g) expenses which are billed directly, or reasonably allocable exclusively, to any other tenant of the Building; (h) salaries and bonuses of officers and executives of Landlord and administrative employees above the level of property manager or building supervisor and Landlord's general overhead; (i) the cost of any work or service performed on an extra-cost basis for any tenant of the Building; (j) the cost of any additions to the Building, other than those completed by Tenant; (k) any cost otherwise included in Operating Costs representing an amount paid to a person or entity affiliated with Landlord which is in excess of the amount which would have been paid on an arms-length basis in the absence of such relationship; (l) depreciation, other than annual charge-off of Permitted Capital Operating Costs as provided above; (m) costs of defending any third-party lawsuits, costs of any disputes between Landlord and its employees, or outside fees paid in connection with disputes with adjacent property owners which are not intended to benefit tenants of the Building; (n) unless caused by Tenant or Tenant's invitees, costs relating to, or in connection with, the removal, containment, encapsulation, disposal, repair, monitoring, testing, clean-up or remediation of hazardous materials, or compliance with environmental laws; and (o) any costs for the operation, maintenance, repair or replacement of the Landlord's Parking Lot. Landlord's payment of operating expenses is subject to Tenant's payment of any extraordinary operating expenses as detailed in Section 24.5, as well as Tenant's contribution and reimbursement to Landlord of any property insurance and/or real estate tax increases as detailed in Section 3.2.

Notwithstanding anything herein to the contrary, it is the intent of the parties hereto that the Tenant shall maintain and operate the Interior of the Premises in good order and repair as if it were the owner of the Premises at its sole cost and expense. All maintenance, repairs, and services for the use and operation of the Premises such as mechanical and utility systems, and all other improvements on the Property, shall be conducted by the Tenant and paid for by the Tenant directly to vendors, except for such Operating Expenses incurred by the Landlord, and Impositions which are billed directly

to the Landlord (such as real estate taxes). Except as specifically set forth herein, the Tenant's obligations shall include the obligation to make repairs (including replacements) to all elements and components of the interior of Building. The Landlord shall be responsible for the maintenance, in the exercise of its reasonable discretion, of the exterior of the property and the structure, including without limitation, the roof, exterior and interior load bearing walls, siding, the foundation, footings, structural columns, floor slabs, including the parking lots, including but not limited to snow removal, signage (other than tenant's signage), and exterior lighting. Landlord agrees to restripe the parking lot at his costs.

To the extent the premises require an HVAC system, Landlord shall allow, with its supervision, Tenant to cut into the roof to install said system, at Tenant's expense. Tenant shall provide plans for all HVAC installation and roof modification to Landlord prior to the commencement of work.

Notwithstanding the foregoing, costs for repairs and maintenance to the roof of the Building and structural repairs to the Building shall not be "Operating Expenses" under this Lease and shall be the responsibility of the Landlord.

Prudent Management. Landlord shall use commercially reasonable efforts to manage, operate, maintain and repair the Common Areas in a manner consistent with prudent real estate management practices and shall use commercially reasonable efforts to perform maintenance and repair of the common areas hereunder in such manner so as not to unreasonably interfere with Tenant's use of, or access to, the Premises.

Impositions:

Landlord shall also be responsible for all taxes, assessments (special, betterment, or otherwise), levies, fees, rent taxes, excises, impositions, charges, water and sewer rents and charges, and all other government levies, charges and fees, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the Property. Impositions shall include Landlord's costs and expenses of contesting any Impositions, provided, however that nothing herein shall be deemed to obligate Landlord to contest, or seek a reduction in, Impositions. If at any time during the Term the present system of ad valorem taxation of real property shall be changed so that in lieu of the whole or any part of the ad valorem tax on real property, or in lieu of increases therein, there shall be assessed on Landlord a capital levy or other tax on the gross rents received with respect to the Property or a federal, state, county, municipal, or other local

income, franchise, excise or similar tax, assessment, levy, or charge (distinct from any now in effect) measured by or based, in whole or in part, upon gross rents, then all of such taxes, assessments, levies, or charges, to the extent so measured or based, shall be included in Impositions, subject to Tenant's contribution and reimbursement to Landlord of any real estate tax increases as detailed in Section 3.2

Exhibits:

The exhibits listed in this Section and attached to this Lease are incorporated by reference and are a part of this Lease.

Exhibit A: Description of the Land

Exhibit A-1: Plan of the Premises

Exhibit B: Rules and Regulations

Exhibit C: Tenant's Work/Improvements

Exhibit D: Lien Waiver

ARTICLE 2.

PREMISES, LEASE TERM AND COMMENCEMENT OF LEASE TERM

2.1 Premises. Landlord hereby leases to Tenant the Premises, for the Term, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, subject to the rules and regulations set forth in Exhibit B as the same may be supplemented or modified by Landlord in its reasonable discretion from time to time (the "Rules and Regulations") and all of the other provisions of this Lease. Subject to the provisions of this Lease, Tenant shall have access to the Premises at all times during the Term, twenty-four hours a day, seven days a week, three hundred sixty-five days a year. Landlord also grants to Tenant the non-exclusive right to use in common with Landlord and other tenants or users of the Building (subject to reasonable rules of general applicability from time to time made by Landlord), the common areas associated with the Land and the buildings thereon, which are defined as such areas and facilities outside the Premises that are provided for the general use in common by Landlord, Tenant and other tenants or users of the Building and the other building on the Land and their respective agents, invitees and customers (the "Common Areas"). The Common Areas shall include, without limitation, pedestrian walkways, non-exclusive parking areas, landscaped areas, sidewalks, service corridors, conduits, risers, throughways, and private roads, servicing the Premises and the Land.

Tenant and its employees and customers shall have exclusive access to thirty (30) parking spaces pursuant to a mutually acceptable parking plan which shall include access to the rear of the Building for Landlord's use. Tenant's parking shall be limited to (i) vehicles used for business purposes only that are no larger than standard size automobiles or pickup utility vehicles and (ii) Tenant's employees' vehicles and (iii) vehicles of Tenant's customers. Parking shall be at Tenant's sole risk and Landlord shall not be responsible for any damage or theft to vehicles parking at the Property. Landlord shall not be responsible for policing the parking areas. Tenant shall be responsible for policing the exclusive parking spaces. Vehicles shall be parked only in striped parking spaces and not in driveways or other locations not specifically designated for parking. Handicapped spaces shall only be used by those persons who would be lawfully entitled to use public handicapped spaces. Tenant shall not park at any time more vehicles in the parking area than the number of parking spaces available on the Premises. In no

event shall the existing number of parking spaces on the Building Parking Lot be reduced, except subject to agreement of the Parties, or force majeure, or governmental taking or any other requirements of governmental authority, or applicable laws. Notwithstanding the exclusive parking spaces, Tenant, his employees and invitees shall also have reasonable and nonexclusive use to the remaining parking spaces adjacent to and around the Premises including but not limited to the immediately adjacent other property owned by Landlord that is unpaved (subject to reasonable rules of general applicability from time to time made by Landlord).

2.2 Term Commencement Date; Rent Commencement Date. The "Term Commencement Date" shall be the earlier to occur of either (a) (i) the Tenant's receipt of all state and local permits, licenses and approvals to operate a properly licensed medical marijuana compassion center ("CC") by the State of Rhode Island (including but not limited to all administrative approvals, approvals by the DBR, all local approvals including but not limited to the issuance of a building permit for the construction of Tenant's proposed improvements), which permits, licenses and approvals contain terms, conditions and restrictions acceptable in Tenant's commercially reasonable discretion, (ii) expiration of all applicable appeal periods expiring without appeal, (iii) the receipt of a final approval from all local, state administrative bodies and issuance of all licenses and permits as required by Rhode Island law, and (iv) and the Landlord's delivery of the Premises to the Tenant free of any other tenants and in a broom clean condition, or (b) the expiration of the Permitting Period and Extended Permitting Period, without notice of termination by Tenant. With diligence and Tenant's best efforts, following the signing of this Lease, the Tenant shall move forward in preparing the necessary plans and documentation necessary for submitting applications to all applicable state and local government bodies for such permits, licenses and approvals (collectively, "Permits and Licenses").

a. The "Rent Commencement Date" shall be the Term Commencement Date. In the event the Rent Commencement Date shall fall on a date other than the first of the month, then the Tenant, as part of the tenant's first month's rent shall also pay the proportionate share of the Base Rent from the date on which both of the foregoing conditions are satisfied up to the Rent Commencement Date.

b. The "Permitting Period." Notwithstanding anything herein to the contrary, commencing on the date of execution of this Lease and continuing until the first to occur of (i) the Rent Commencement Date or (ii) ten (10) months after the date of execution of this Lease, Tenant shall have that ten (10) month period to secure all additional state and local licenses, permits and approvals to open and operate a licensed medical compassion center ("CC") as defined by the Rhode Island General Laws and DBR in the State of Rhode Island (the "Permitting Period"). During this Permitting Period, as defined herein, on the first (1st) day of each month, Tenant shall pay Landlord Five Thousand Dollars (\$5,000) per month, said payments shall be non-refundable but fifty percent (50%) of the payments made during the Permitting Period shall be credited and applied to the first year's rent upon the Rent Commencement Date.

c. The "Extended Permitting Period." Tenant may extend the Permitting Period an additional six (6) months (the "Extended Permitting Period") by notifying Landlord in writing of Tenant's intention to do so at least ten (10) days prior to the end of the initial Permitting Period.

During the Extended Permitting Period, Tenant shall pay Landlord Ten Thousand Dollars (\$10,000) per month on the first (1st) day of each month of the Extended Permitting Period. The foregoing payments shall be non-refundable but fifty percent (50%) of the payments made during the Extended Permitting Period shall be credited and applied to the first year's rent upon the Rent Commencement Date.

d. **Right to Terminate.** If at any time during the Permitting Period or Extended Permitting Period the Tenant concludes that it is no longer feasible for reasonable, legitimate business purposes, (which purposes shall not include a change in the location of the awarded license for a Zone 2 CC to any place other than the Property), to proceed with the awarded license for a Zone 2 CC, Tenant shall have the right to terminate this Lease with seven (7) days written notice to Landlord. Upon the receipt of such notice of termination, as provided in this Section, this Lease shall terminate and be of no further force and effect and the Security Deposit shall be non-refundable and retained by Landlord.

e. Landlord agrees to cooperate with Tenant in obtaining said approvals. Landlord agrees that it will cooperate with Tenant in signing any applications or documents required, and Landlord agrees to perform other actions reasonably necessary for Tenant to achieve licensing and permitting for the Permitted Use, at no cost to Landlord.

f. During the Permitting Period and any Extended Permitting Period, Landlord shall have the right to use and occupancy of the Premises unless expressly agreed to in writing by Landlord; provided, however, that during the Permitting Period and any Extended Permitting Period, Tenant shall have reasonable access to the Premises for the purposes of performing due diligence related to the Permitted Use of the Premises, at Tenant's sole cost, expense and risk and at such times and on such terms as may reasonably be allowed and prescribed by Landlord and which do not interrupt or interfere with any other activity or occupancy that may then exist at the Premises.

2.3 Notwithstanding anything herein, the Tenant shall have the right to re-inspect the Premises at the Term Commencement Date to ensure that the Premises is in substantially the same condition that it was in at the time of the initial inspection. To the extent that it is determined that the Premises is not in substantially the same condition, Landlord shall promptly place the Premises in substantially the same condition as it was in at the time of the initial inspection to the extent practicable.

2.4 Tenant's Construction. Tenant may fit out the Premises after Landlord delivers possession, at Tenant's expense, in accordance with Section 7.13 herein. Tenant shall be allowed access to the Premises so long as Tenant provides insurance satisfactory to Landlord naming the Landlord as an additional insured; provided, however, that any access to the Premises prior to the Term Commencement Date shall be subject to reasonable prior notice to Landlord and Tenant shall not interfere with the operations of Landlord or the existing tenant in the Building (the "Existing Tenant") in connection with any such early entry.

ARTICLE 3.
BASE RENT AND ADDITIONAL RENT

3.1 **Base Rent.** Tenant covenants and agrees to pay, during the Term, to Landlord, or to such other person as Landlord by written notice instructs Tenant to make such payments for Landlord's benefit and account, without prior notice, presentment or demand (except as otherwise herein expressly provided), at the Address of Landlord set forth in Section 1.1 or at such other place (or to such account) as Landlord may by written notice to Tenant direct, commencing on the Rent Commencement Date and continuing thereafter on the first day of each calendar month of the Term, the Base Rent in equal monthly installments, paid in advance. Rent shall be prorated for any portion of a calendar month included at the beginning or end of the Term, 1/30 of a monthly payment being due for each day of a partial month (notwithstanding the actual number of days in the applicable calendar month).

Upon the issuance of Tenant's compassion center license by the Rhode Island Department of Business Regulation, Tenant shall pay the Security Deposit.

3.2 **Additional Rent.**

(a) Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as Additional Rent, twenty-three (23%) ("Tenant's Proportionate Share") of the Building Insurance pursuant to the terms set forth herein. Tenant shall also pay any and all increase in expense for Landlord's Building Insurance resulting from Tenant's Permitted Use.

(b) In the event there is any increase greater than eight percent (8%) during any year of the Term of this Lease in the Property's real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, whether because of increased rate or valuation, as a result of Tenant's tenancy and/or improvement of the Premises and/or Permitted Use, then Tenant shall pay to Landlord, upon presentation of paid tax bills, an amount equal to 100% of the increase in taxes upon the Land and Building in which the Premises are situated. In the event that such taxes are assessed for a tax year extending beyond the Term of the Lease, the obligation of Tenant shall be proportionate to the portion of the Term included in such year.

(c) Commencing on the execution of the Lease and throughout the Term of the Lease, in the event the State of Rhode Island and City of Providence approves a recreational marijuana license for the Premises and Tenant opts in on the recreational business, Tenant agrees to pay to Landlord additional rent as follows to commence upon Tenant commencing operations as a licensed recreational dispensary:

In years one (1) through two (2) of operation under a recreational marijuana license, Tenant will pay additional rent [REDACTED] annually, divided in equal payments on a twelve (12) month basis.

In years three (3) through five (5) of operation under a recreational marijuana license, Tenant will pay additional rent of [REDACTED] annually, divided in equal payments on a twelve (12) month basis.

In years six (6) through ten (10) of operation under a recreational marijuana license, Tenant will pay additional rent of [REDACTED] annually, divided in equal payments on a twelve (12) month basis.

For the remaining years of the Term, Tenant will pay additional rent that increases [REDACTED] percent [REDACTED] every five (5) years from the immediately previous year's base rent, paid in twelve (12) equal monthly installments.

Said Additional Rent and increases related to recreational marijuana license will apply for the remainder of the Term, as applicable depending on the commencement of recreational operation, and in no case beyond the Expiration Date.

3.3 Rent. References in this Lease to "Rent" or "rent" shall be deemed to include both Base Rent and Additional Rent when the context so allows. All monetary obligations of Tenant under this Lease, except for the obligation to pay Base Rent, shall be deemed obligations to pay Additional Rent. Landlord may apply any payments received from Tenant to any obligations of Tenant then accrued (including Rent) in any order and without regard to how Tenant may characterize or designate such payments or obligations.

3.4 Lease not to be Deemed Triple Net. Notwithstanding anything to the contrary, this Lease shall not be deemed and construed to be a triple net lease. Landlord shall be solely responsible for all charges and assessments incurred by or levied against the Premises including but not limited to common area maintenance and real estate taxes, subject to Tenant's obligation to pay Additional Rent as outlined in Section 3.2 and extraordinary operating expenses as outlined in Section 24.5.

3.5 Independent Covenants; Waiver. Tenant hereby acknowledges and agrees that the obligations of Tenant and Landlord hereunder shall be separate and independent covenants and agreements, that Rent shall continue to be payable in all events that do not impede the Tenant's Permitted Use and enjoyment of the property and that the obligations of Tenant and Landlord hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

3.6 Late Charge. Tenant agrees that if any monthly installment of Base Rent or Additional Rent or any other sum due to Landlord is not paid within ten (10) days of the date due, an administrative late charge shall be imposed in an amount equal to five percent (5%) of the unpaid amount (such amount constituting a fair and reasonable estimate of the costs to Landlord, including inconvenience, of having to administer Tenant's late payment). The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive monthly period until paid. The provisions of this Section shall in no way relieve Tenant of the obligation to pay the monthly installment(s) of Base Rent or Additional Rent or other sum on or before the date(s) on which they are due, nor do the terms of this Section in any way affect Landlord's remedies pursuant to Article 10 in the event said monthly installment(s) of Base Rent, Additional Rent or other sum are unpaid after the date due.

ARTICLE 4.
SECURITY DEPOSIT

4.1 Security Deposit. Upon the issuance of Tenant's compassion center license by the Rhode Island Department of Business Regulation, Tenant shall deliver to Landlord a security deposit in the amount identified as the Security Deposit in Section 1.1. Except as provided for in this Section 4.1, Landlord shall hold the same throughout the Term as security for the performance by Tenant of all obligations on the part of Tenant hereunder. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default (defined in Section 10.1). Landlord shall have the right from time to time, without prejudice to any other remedy Landlord may have on account thereof, to apply such Security Deposit or any part thereof, to Landlord's damages arising from, or to cure (in whole or in part), any Event of Default by Tenant. If Landlord shall so apply any or all of such Security Deposit, Tenant shall immediately upon demand deposit with Landlord the amount so applied to be held as security hereunder. Landlord shall return the Security Deposit, or so much thereof as shall have theretofore not been applied in accordance with the terms of this Lease, to Tenant on the date ("Refund Date") that is forty-five (45) days after the later to occur of (i) the Expiration Date or earlier termination of the Term and the surrender of possession of the Premises by Tenant to Landlord at such time, provided that there is then existing no Event of Default (nor any circumstance which, with the passage of time or the giving of notice, or both, would constitute an Event of Default) or (ii) the date after the Expiration Date or earlier termination of the Term (and the surrender of possession of the Premises by Tenant to Landlord at such time) on which Tenant pays to Landlord any reconciliation amounts due, provided that there is then existing no Event of Default of Tenant (nor any circumstance which, with the passage of time or the giving of notice, or both, would constitute an Event of Default). While Landlord holds such Security Deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied which shall be disclosed to Tenant at the time, shall be turned over by Landlord to Landlord's grantee, and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the Security Deposit in accordance with the terms of this Section 4.1 and the return thereof in accordance herewith. Landlord's Mortgagee, if any, shall not be responsible to Tenant for the return or application of any such Security Deposit, regardless of whether it succeeds to the position of Landlord hereunder, unless such deposit shall have been actually received by such Landlord's Mortgagee.

Provided Tenant is not in default of any terms of this Lease, the Security Deposit shall be reduced by [REDACTED] at the end of the twelfth (12th) month of the Lease Term and then the Security Deposit shall be reduced by a further [REDACTED] at the end of the twenty-fourth (24th) month of the Lease Term. The remaining [REDACTED] of the Security Deposit shall remain in effect through the balance of the Term and any Extension Period. Tenant shall request each such reduction in a written notice to Landlord, and, provided said conditions have been met, Landlord shall provide a partial refund to Tenant promptly thereafter.

ARTICLE 5.
UTILITIES AND SERVICES

5.1 Utilities. On or before the Rent Commencement Date, Tenant shall make arrangements with appropriate utility or service companies for service for the Premises for any utilities and/or services which serve the Premises and Tenant shall promptly pay, as Additional Rent, all costs with respect to same, such payments to be made, to the extent possible, directly to the utility or service provider or to the appropriate party charged with collecting the same, the foregoing to include all charges for such utilities or services. Landlord shall be under no obligation to furnish any utilities or services to the Premises and shall not be liable for any interruption or failure, for any reason whatsoever, in the supply of any such utilities or services to the Premises. In no event shall Tenant's connected electrical load in the Premises exceed the Building's electrical specifications, nor shall Tenant in any other way exceed Tenant's share of the existing capacities of the Building's systems or services, unless Landlord first consents in writing, in Landlord's sole and absolute discretion. Tenant shall be afforded separate utilities and meters for the premises and shall have the option at its choosing to install an electric generator, if it so chooses, at Tenant's sole cost and expense, with plans, insurance and other requirements for Tenant improvements as required by Section 7.13 complied with..

5.2 Tenant's Cleaning and Security. Tenant shall be solely responsible, at Tenant's sole cost and expense, for providing regular janitorial services for the Premises. Tenant shall also be solely responsible, at Tenant's sole cost and expense, for any security to the Premises that may be required by Tenant or by any Legal Requirements and, if Tenant elects to provide such security, then such security shall be provided by licensed security companies in compliance with all Legal Requirements and reasonably satisfactory to Landlord and the provision of services shall be satisfactory to Landlord in all respects (provided Tenant shall bear the cost of providing any and all such security). Landlord shall not be liable to Tenant in any manner for any theft, burglary, vandalism, or other similar incident, unless caused directly by Landlord's negligence, which may occur at the Premises, it being understood that Tenant is at all times assuming the risk of any such theft, burglary, vandalism, or other similar incident.

ARTICLE 6.
INSURANCE

6.1 Required Coverage. Tenant covenants and agrees with Landlord that, commencing on the Term Commencement Date and through the Expiration Date the following insurance shall be obtained by Tenant and carried at Tenant's sole cost and expense:

(a) commercial general liability insurance on an occurrence basis with limits of liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence, and Two Million Dollars (\$2,000,000) in the annual aggregate, or such higher limits in any case as may reasonably be required in case of increase in risk or as may be customarily carried in the geographic market in which the Property is located by prudent occupants of similar properties, as determined by Landlord in its reasonable discretion, and/or as may be required by Landlord's Mortgagee. The commercial general liability insurance policy shall include contractual liability coverage covering Tenant's liabilities under this Lease including, without limitation, Tenant's indemnification obligations under Section 7.6;

(b) Umbrella liability insurance for the total limit purchased by Tenant, but not less than a \$2,000,000 limit providing for excess coverage over all limits and coverages listed above;

(c) Workers Compensation Insurance, as required by law;

(d) Automobile Liability Insurance, including, but not limited to, passenger liability, on all owned, non-owned, and hired vehicles used in connection with the Premises, with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage;

(e) a policy of Special Form property insurance which shall be primary on any Alterations and any other leasehold improvements made by either party as well as Tenant's personal property, including, without limitation, its goods, furniture, fixtures, equipment and inventory, in an amount adequate to cover their full replacement cost, including a vandalism and malicious mischief endorsement, and sprinkler leakage coverage. Any proceeds from such insurance shall be used for the repair or replacement of the property, Alterations, Tenant's Work, damaged or destroyed, unless this Lease is terminated under an applicable provision hereof. If the Premises are not repaired or restored following damage or destruction in accordance with other provisions herein, Landlord shall receive any proceeds from such insurance allocable to any Alterations, and Tenant's Work;

(f) Business Interruption Insurance, providing in the event of damage or destruction of the Premises an amount sufficient to sustain Tenant for a period of not less than one (1) year for: (i) the net profit that would have been realized had Tenant's business continued; and (ii) such fixed charges and expenses as must necessarily continue during a total or partial suspension of business to the extent to which they would have been incurred had no business interruption occurred, including, but not limited to, interest on indebtedness of Tenant, salaries of executives, foremen, and other employees under contract, charges under noncancelable contracts, charges for advertising, legal or other professional services, Rents under this Lease, trade association dues, insurance premiums, and depreciation;

(g) At all times when any work is in process in connection with any Alterations being made by Tenant and/or during the performance of Tenant's Work, Tenant shall require all contractors and subcontractors to maintain the insurance described in Sections 6.1 (a), (b), (c) and (d); and

(h) Such additional insurance as Landlord or Landlord's Mortgagee shall reasonably require.

(i) To the extent that the Tenants can not procure insurance due to the nature of its operation as a Marijuana dispensary, Tenant shall be afforded the opportunity to place and maintain [REDACTED] in an account and self-insure his business operation.

6.2 Writing and Disposition of Insurance Policies. All policies of insurance required hereunder shall be procured by Tenant from responsible insurance companies licensed to do business in the

state in which the Property is located with an A.M. Best Rating at A/IX or better and reasonably satisfactory to Landlord, unless otherwise provided herein. Tenant shall furnish Landlord with certificates of said policies, or in the alternate, proof of self-insurance funds, upon Tenant's execution of this Lease. All such policies shall name Landlord, and any the Property manager and Landlord's Mortgagee, if any, as additional insureds or loss payees, as applicable, as their respective interests may appear.

All such policies shall be endorsed to provide that Tenant's policy is primary and that any insurance covered by Landlord is excess and not contributing with any Tenant insurance requirement hereunder. Tenant agrees that if Tenant does not take out and maintain such insurance or furnish Landlord with renewals or binders, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge Tenant the cost thereof, which amount shall be payable by Tenant upon demand with interest thereon at the Interest Rate (as defined below) from the date such sums are expended. All such insurance shall provide that it cannot be canceled except upon thirty (30) days prior written notice to Landlord. Tenant shall comply with all rules and directives of any insurance board, company or agency determining rates of hazard coverage for the Premises, including, but not limited to, the installation of any equipment and/or the correction of any condition necessary to prevent any increase in such rates.

6.3 Mutual Waiver of Subrogation. Landlord and Tenant each hereby releases the other, its officers, directors, employees and agents, from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by insurance which either party is required to maintain under this Lease, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However, this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that any property insurance policies will include such a clause or endorsement as long as the same shall be obtainable without extra costs, or, if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other party and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

6.4 Blanket Policies. Nothing contained herein shall prevent Tenant from taking out insurance of the kind and in the amounts provided for herein under a blanket insurance policy or policies covering properties other than the Premises, provided however, that any such policy or policies of blanket insurance (a) shall specify therein, or Tenant shall furnish Landlord with the written statement from the insurer(s) under such policy or policies specifying the amount of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required herein and (b) amounts so specified shall be sufficient to prevent any of the insureds from being a co-insurer within the terms of the applicable policy or policies, and provided further, however, that any such policy or policies of blanket insurance shall, as to the Premises, otherwise comply as to endorsements and coverage with the provisions herein.

6.5 Landlord's Insurance. During the Term, Landlord shall maintain Special Form property and commercial general liability insurance covering the Building. The Special Form property insurance policy shall cover all structures and improvements for full replacement value, with replacement cost endorsement, above foundation walls, and such other insurance as Landlord may from time to time elect to carry with respect to the Property and its operations thereon. The commercial general liability insurance shall insure against claims for bodily injury and property damage occurring in or about the Property. Such insurance may be included in blanket policies carried by Landlord so long as such blanket policies do not reduce the amount of insurance available to pay any claim with respect to the Property. The cost of such insurance shall be paid by Tenant as an Operating Expense.

ARTICLE 7.

TENANT'S ADDITIONAL COVENANTS

Tenant covenants and agrees during the Term and such further time as Tenant occupies the Premises or any part thereof as follows:

7.1 Performing Obligations. Tenant shall perform fully, faithfully and punctually all of the obligations of Tenant set forth in this Lease; and pay when due Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

7.2 Use. Tenant shall use the Premises only for the Permitted Use, and any other use permitted by law, with the consent of the Landlord, which consent shall not be unreasonably withheld. Nothing in the foregoing constitutes a representation or warranty by Landlord that such use complies with Legal Requirements.

7.3 Maintenance and Repair. Landlord shall maintain the roof, structural supports, exterior walls, and foundation of the Building, and to those portions of the electrical, plumbing, and mechanical systems located outside of the Building, including underground utilities/plumbing, parking lots, including but not limited to snow removal, signage (other than tenant's signage), and exterior lighting. Landlord shall not maintain any systems, including exterior systems, installed by Tenant. Tenant shall maintain all systems it installs, including but not limited to HVAC and generator. Landlord agrees to restripe the parking lot at his costs, which shall not be included in "operating expenses.". Landlord shall make all repairs and replacements and do all other work necessary for the above purposes. Except as specifically set forth herein, the Tenant's obligations shall be to make repairs (including replacements) to all elements and components of the interior of Building. Without limiting the foregoing, Tenant shall be responsible, at its sole expense, for maintaining (including replacement as and when applicable) all systems in the interior of the premises (including the HVAC system, electrical, mechanical, plumbing, and life safety systems) which serve the Premises. Tenant shall be allowed to install a HVAC system for the premises and take all action commensurate thereto including if necessary cutting a hole into the roof of the premises; all in accordance with plans acceptable to the Landlord and by licensed and insured contractors. In connection with the foregoing, but not in limitation thereof, Tenant shall be required to obtain and maintain an HVAC maintenance contract that is acceptable to Landlord, such acceptance not to be unreasonably withheld, conditioned or delayed. If Tenant fails to obtain and maintain such a contract, then Landlord may, as one of its rights and remedies for such default, elect to obtain such contract on behalf of Tenant, and charge Tenant the cost thereof, which Tenant

shall owe to Landlord upon demand as Additional Rent. Without limitation of any of the foregoing, the Tenant shall keep the Premises in good order and repair as if it were the owner of the Premises. The Tenant's obligations shall include the obligation to make repairs (including replacements) to all interior elements and components of the Building when requested by the Landlord in the exercise of its reasonable discretion, including without limitation.

7.4 Electricity. Notwithstanding anything in this Lease to the contrary, electricity furnished to the Premises shall be separately metered, and all charges for electricity consumed on the Premises will be billed directly to, and paid by, Tenant. Tenant, at Tenant's expense, shall replace and install all fixtures, ballasts, lamps and bulbs (including, but not limited to, incandescent and fluorescent) used in the Premises.

7.5 Compliance with Laws. The term "Legal Requirements" means all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal (including without limitation the City of Providence) governments, departments, commissions, boards and officials, foreseen and unforeseen, ordinary as well as extraordinary, which may be applicable to the Property, the Premises or to Tenant's use, occupancy or presence in or at the Premises or the Property, including without limitation the Americans with Disabilities Act. Subject to Sections 24.3 and 24.4, Tenant shall comply promptly with all Legal Requirements applicable to the Premises. Tenant's obligations hereunder shall include structural repairs, and repairs or improvements located outside of the Premises if said requirements are directly related to and necessary for Tenant's permitted use. Notwithstanding the foregoing, Landlord and Tenant agree and acknowledge that the use contemplated under this Lease may be inconsistent with the laws of the United States, including but not limited to the Controlled Substances Act, as amended, 21 U.S.C. 812(b)(1).

7.6 Indemnity. Without limiting any other provisions hereof, but subject to the provisions of Section 6.3 hereof, except to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors, Tenant agrees to defend, protect, indemnify and hold harmless Landlord and its partners, affiliates, officers, agents, servants and employees and Landlord's management, leasing and redevelopment agents from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses (including reasonable attorney's fees) for damage to any property or injury to or death of any person arising from, related to, or in connection with (i) any use or occupancy of the Premises or any other portion of the Property by Tenant or other occupants or (ii) any act or omission (including, without limitation, construction and repair of the Premises arising out of any alterations) of Tenant, its agents, contractors, employees, customers, sublessees, and invitees, or (iii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease.

7.7 Reserved.

7.8 Notice of Accidents and Adverse Events. Tenant shall give notice to Landlord, promptly after Tenant learns thereof, of any accident, emergency, or occurrence which might materially adversely affect the Premises or the Property. Without limiting the foregoing, Tenant shall promptly notify Landlord of any material water leak in or about the Premises of which it becomes aware, even if Tenant believes that such leak has been contained. Notwithstanding anything in

this Lease to the contrary, Tenant shall be responsible for the cost of any and all damage to the Premises or the Property that is caused by the negligence of the Tenant, or its employees, agents, contractors or invitees, damage by fire or casualty or taking excepted.

7.9 Yield Up. At the expiration or earlier termination of the Term, Tenant shall peaceably yield up the Premises (together with all structures, roof and systems, including, without limitation, all electrical systems, the HVAC System, all plumbing, lift, elevator, alarm and life safety systems within the Premises) clean and in good order, repair and condition, and in conformance with all Legal Requirements, damage by insured fire or casualty or taking only excepted, and to deliver to Landlord all keys, pass cards or security codes to or for the Premises or any part thereof. Any Alteration in, on, or to the Premises made or installed by Tenant shall become a part of the realty and belong to Landlord without compensation to Tenant upon the expiration or sooner termination of the Term, at which time title shall pass to Landlord under this Lease as if by a bill of sale, unless Landlord elects otherwise and notifies Tenant to remove any such tenant improvements at any time prior to the expiration of the Term. Notwithstanding the foregoing, any and all trade equipment (including but not limited to manufacturing and processing equipment), trade fixtures, furniture, wires, cables and other data lines, inventory and business equipment, in each case located in the Premises or its appurtenances, shall remain Tenant's property and shall be removed by Tenant at the expiration or earlier termination of this Lease. Upon demand by Landlord, Tenant shall remove, at Tenant's sole cost and expense, forthwith and with all due diligence (but in any event prior to the expiration or earlier termination of the Term), any such alterations, additions or improvements which are required hereunder or otherwise designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises or the Property caused by such removal. In the event Tenant fails so to remove any such Alterations or fails to repair any such damage to the Premises or the Property, Landlord may do so and Tenant shall reimburse Landlord for the cost of such removal and repair upon demand. In any event, any trade fixtures, equipment, furniture and other personal property of Tenant which remain in the Premises following the expiration or earlier termination of the Term, at the Landlord's option, shall be deemed abandoned by Tenant and may thereafter be removed and stored at the cost of the Tenant or retained as the property of the Landlord or sold or otherwise disposed of by the Landlord, in any such case without any liability to or recourse by the Tenant or anyone claiming by, through or under the Tenant. At Landlord's option all or part of such property may be conclusively deemed to have been conveyed hereunder by Tenant to Landlord as if by bill of sale without payment by Landlord. The Tenant hereby waives, to the maximum extent allowable, the benefit of all laws now or hereafter in force in the state in which the Premises is located or elsewhere exempting property from liability for rent or for debt.

7.10 Rights of Mortgagees.

(i) This Lease shall be subordinate to any mortgage, deed of trust, ground lease, master lease or similar encumbrance (and to any modifications, amendments, refinancing, or replacements thereof) (collectively, a "Mortgage") from time to time encumbering the Premises, whether executed and delivered prior to or subsequent to the date of this Lease, unless the holder of such Mortgage ("Landlord's Mortgagee") shall elect otherwise. If this Lease is subordinate to any Mortgage and Landlord's Mortgagee or any other party shall succeed to the interest of Landlord pursuant to the Mortgage (such Mortgagee or other party, a "Successor"), at

the election of the Successor, Tenant shall attorn to the Successor and this Lease shall continue in full force and effect between the Successor and Tenant. Not more than ten (10) days after Landlord's written request, Tenant agrees to execute such instruments of subordination or attornment in confirmation of the foregoing agreement as the Successor reasonably may request, and Tenant hereby appoints the Successor as Tenant's attorney-in-fact to execute such subordination or attornment agreement upon Tenant's failure timely to comply with the Successor's request. Following the Execution of this Lease, Notwithstanding the foregoing, to the extent that Landlord's existing mortgage on the Premises remains in place, Landlord agrees to use commercially reasonable efforts to obtain and deliver to Tenant a subordination non-disturbance agreement ("SNDA") from Landlord's Mortgagee (and any successor Landlord's Mortgagee, as the case may be from time to time), which may be recorded at Tenant's sole cost and expense, in form and substance reasonably acceptable to Tenant, Landlord and Landlord's Mortgagee.

(ii) With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a Mortgage on property which includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by Landlord's Mortgagee shall never be treated as an assumption by Landlord's Mortgagee of any of the obligations of Landlord hereunder unless Landlord's Mortgagee shall, by notice sent to Tenant, specifically otherwise elect and, except as aforesaid, Landlord's Mortgagee shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such Mortgage and the taking of possession of the Premises. In no event shall the acquisition of Landlord's interest in the Property by a purchaser which, simultaneously therewith, leases Landlord's entire interest in the Property back to the seller thereof be treated as an assumption by operation of law or otherwise, of Landlord's obligations hereunder, but Tenant shall look solely to such seller-lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such purchaser. For all purposes, such seller-lessee, and its successors in title, shall be the Landlord hereunder unless and until Landlord's position shall have been assumed by such purchaser-lessor. All references in this Lease to Landlord's Mortgagee shall also be deemed to refer to such purchaser-lessor. Except as provided herein, in the event of any transfer of title to the Property by Landlord, Landlord shall thereafter be entirely freed and relieved from the performance and observance of all covenants and obligations hereunder, with the exception of accounting for the deposit.

(iii) Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder. Notwithstanding any such attornment or subordination of a mortgage to this Lease, the Landlord's Mortgagee shall not be liable for any acts of any previous landlord, shall not be obligated to install any tenant improvements or pay any tenant improvement allowance, and shall not be bound by any amendment to which it did not consent in writing nor any payment of rent made more than one month in advance.

(iv) Notwithstanding anything to the contrary in this Lease, in any instance where the consent of Landlord's Mortgagee is required, Landlord shall not be required to

provide any consent under this Lease if such approval has not first been obtained from Landlord's Mortgagee.

7.11 Estoppel Certificates. From time to time, upon not less than ten (10) days' prior written request by Landlord, Tenant shall execute and acknowledge and deliver to Landlord, for delivery to a prospective purchaser, investor or mortgagee of the Premises or the Property or to any assignee of any Mortgage of the Premises or the Property, or to any other similar party (any thereof being the "Reliance Parties") a statement in writing certifying: (a) that this Lease is unamended (or, if there have been any amendments, stating the amendments); (b) that it is then in full force and effect and neither Tenant nor Landlord is in default thereunder, if that be the fact; (c) the dates to which Rent and any other payments to Landlord have been paid; and (d) such other information as may reasonably be requested. Any such statement may be conclusively relied upon by such Reliance Parties and by Landlord (each of whom shall be deemed to have paid good and valuable consideration therefor), and their respective successors or assigns.

In addition, upon execution of this Lease, and periodically thereafter from time to time, upon not less than ten (10) days' prior written request by Landlord, Tenant agrees to provide Landlord with written confirmation in form and substance reasonably satisfactory to Landlord that Tenant is not an employee benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended (together with the regulations thereunder, "ERISA"), or an entity holding ERISA "plan assets" within the meaning of ERISA.

7.12 Nuisance. At all times during the Term and such further time as Tenant occupies the Premises, Tenant shall not do or permit anything that, in Landlord's reasonable judgment, would: injure, overload, deface or otherwise harm the Premises; or constitute a nuisance or waste; or emit any objectionable noise or odor; or impair or interfere with any Building services, or disturb the use and enjoyment of other tenants or occupants at the Property; or make any use of the Premises which is improper or contrary to any Legal Requirement or which will invalidate (or cause any increase in the cost of, or otherwise compromise or adversely affect) any insurance policy covering the Premises or any portion thereof, including, without limitation, the handling, storage and disposal of any Hazardous Materials (as defined in Article 19).

7.13 Changes and Alterations.

(a) Except as otherwise explicitly set forth herein, Tenant shall have no authority, without the express written consent of Landlord, which may be given or withheld by Landlord in its sole and absolute discretion, except as may be otherwise expressly provided herein, to alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Premises or any portion of the Property, including the installation of any exterior signs ("Alterations"), except that Tenant may, without the consent of Landlord, install within the Premises reasonable trade fixtures that clearly will have no effect on either (a) the structure, roof (including, without limitation, the roof membrane and all other components of the roof), or foundation of the Building, or (b) the plumbing, the HVAC system, mechanical, electrical, life safety or other systems or services in the Building and/or serving the Property.

Without derogating from Landlord's rights set forth above in this Section, Tenant shall not perform any Alterations to the Premises without having first submitted to Landlord plans and

specifications therefor for Landlord's approval, which approval shall not be unreasonably withheld or delayed provided, however, that if the following conditions are not fully satisfied, then Landlord may withhold its approval and shall not be deemed to have unreasonably withheld its approval:

(i) if the Alteration involves an exterior sign or will otherwise be visible from the exterior then the Alteration must be compatible with the architectural qualities of the Building and the Land and all Legal Requirements; and

(ii) the Alteration must be non-structural, with the exception of the installation of an HVAC, and have no effect on either (A) the structure, roof (including, without limitation, the roof membrane and all other components of the roof), or foundation of the Building, or (B) the plumbing, the HVAC system, mechanical, electrical, life safety or other systems or services in the Building, and the Alteration (except for approved exterior signs) must be entirely within the Premises; and

(iii) the Alteration, when completed, will not adversely affect the value of the Property; and

(iv) Tenant demonstrates to Landlord's satisfaction that the Alteration will be made in accordance with all Legal Requirements using good quality materials and good quality construction practices and will not result in any liens on the Property; and

(v) the Alterations shall be performed by licensed and insured contractor(s), with Landlord listed as additional insured on all policies; and

(vi) as soon as such work is completed, Tenant will have prepared and provided Landlord with "as-built" plans (in form acceptable to Landlord) showing all such work;

(vii) Tenant will comply with any rules or requirements reasonably promulgated by Landlord in connection with the doing of any work, and if the value of such work exceeds Ten Thousand Dollars (\$10,000.00) then, Tenant will obtain and maintain Builder's Risk insurance in connection with such work, in forms and in amounts reasonably satisfactory to Landlord; and

(viii) as a condition to its approval of any proposed Alterations (including without limitation any initial alterations to the Premises constituting Tenant's Work pursuant to Exhibit C to this Lease), Landlord may require that Tenant, at Tenant's sole cost, remove all or any portion of the proposed Alterations at or prior to the expiration or earlier termination of this Lease and reasonably restore the areas of the Premises affected by any such Alterations to their condition prior to the installation of said Alterations.

Notwithstanding the foregoing, Tenant may make minor, non-structural alterations and improvements to the Premises that do not affect the structural elements or systems of the Building, and that cost less than thirty thousand dollars (\$30,000.00), without requiring the Landlord's consent.

In addition, the Parties acknowledge that the Premises is not currently fit for the Permitted Use and that the Alterations listed in Exhibit C will have to be made to render the Premises fit for such use, and that (i) Tenant shall, at its sole expense but with the good faith and reasonable cooperation of Landlord, secure all licenses, permits, and other approvals required to make such Alterations, and (ii) Tenant shall remove, at its sole expense, any and all Alterations that Landlord designates for removal at the end of the Lease Term, in accordance with Section 7.9. Landlord acknowledges and hereby consents to the conversion of the premises to a compassion center with all the improvements required thereto, which includes but not limited to an HVAC system on the roof, transforming the front of the building and inside of the premises to a retail like store by adding windows, doors, signage and other items. Landlord may inspect the work of Tenant at reasonable times and give notice of observed defects.

(b) Tenant shall have the right to make minor Alterations from time to time in the Premises without obtaining Landlord's prior written consent therefor, provided that all of such work conforms to all of the above requirements in all respects, and further provided that Tenant provides Landlord with a written description of such work (and such other data as Landlord may request) prior to commencing any such Alteration, and further provided that the aggregate cost of such minor alterations may not exceed thirty thousand dollars (\$30,000.00) in any twelve (12) month period.

(c) All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as Landlord may reasonably require, including, without limitation, the insurance required under Sections 6.1(a), (b) and (c) of this Lease. Certificates of such insurance, with paid receipts therefor, must be received by Landlord before the applicable Alteration is commenced, and Landlord must be listed as additional insured on all policies.

(d) Tenant shall pay promptly when due the entire cost of any Alteration at or on the Premises undertaken by, or on behalf of, Tenant so that the Premises and the Property shall at all times be free of liens for labor and materials. Tenant shall procure all necessary permits before undertaking any Alteration; shall perform all Alterations in a good and workmanlike manner, employing materials of good quality; shall comply with all Legal Requirements; and shall save Landlord and Landlord's Mortgagee and all parties claiming by, through, or under Landlord, harmless and indemnified from and against all injury, loss, claim, damage, cost or expense (including attorneys' fees) to any person or property occasioned by or growing out of the applicable Alteration.

7.14 Financial Statements. So long as Tenant is a corporation whose stock is traded on a public exchange, Tenant shall not be required to furnish Landlord with financial statements. Tenant's statement of net worth, as reported in its annual report to its shareholders or in any forms required to be submitted to the Securities and Exchange Commission, shall be acceptable in lieu of any financial statements otherwise required hereunder and shall be conclusive with respect to the items reported therein. In the event that Tenant's stock is not traded on a public exchange, however, within fourteen (14) days upon the written request of the Landlord (not more than once each calendar year), Tenant shall furnish Landlord the then current financial statements of Tenant and audited, if audited statements have been recently prepared on behalf of

Tenant or such guarantor, or otherwise certified as being true and correct by the chief financial officer of Tenant or such guarantor, as the case may be, or by Tenant or such guarantor if the same is an individual. Said financial statements shall include, at minimum, a simple loss profit statement of income and balance sheet for the immediately preceding fiscal year, as the case may be, certified by an independent certified public accountant and prepared in accordance with generally accepted accounting principles consistently applied. Landlord agrees to not disclose any and all financial information or other trade secrets regarding Tenant's business operations secret to anyone without the prior written consent of the Tenant; this provision does not apply to Landlord's lenders or attorneys.

7.15 Holding Over. If Tenant remains in the Premises beyond the expiration of the Term, or sooner following an early termination as provided for herein, such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only, subject to all of Tenant's obligations set forth herein except that Base Rent shall be payable at a daily rate equal to one hundred fifty percent (150%) of the Base Rent otherwise provided for herein.. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a tenant at sufferance, at the aforesaid daily rate. Any reference in this Lease to Tenant's obligations continuing during the period of any holdover shall not be deemed to grant Tenant the right to a holdover or imply Landlord's consent to any such holdover. In addition, Tenant shall be liable for all costs, claims, liabilities and damages arising from or in any manner related to any such holdover including, without limitation, damages payable to the subsequent tenant or related to the loss of a tenant.

ARTICLE 8.

QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent and performing Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term and any exercised options thereafter or until it is terminated as in this Lease provided, without hindrance by Landlord or by anyone claiming by, through or under Landlord, subject, however, to all of the terms and conditions of this Lease. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied. Tenant acknowledges that industrial and commercial uses are now occurring and may continue to be occurring on the Property and those uses are not a disruption to its quiet enjoyment.

ARTICLE 9.

DAMAGE AND EMINENT DOMAIN

9.1 Fire and Other Casualty. If the Premises, the Building, or the Property (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not cause a termination of this Lease as described in the following sentences, then Tenant shall repair and restore the damage with reasonable promptness, subject to reasonable delays for insurance adjustments, Legal Requirements, and permits, and delays caused by matters beyond Tenant's reasonable control. If any such damage: (i) renders a material portion of the Premises untenable and the Premises cannot be repaired in Landlord's reasonable estimate within three hundred sixty five (365) days from the date of such damage, or (iii) occurs within the last two (2) Lease Years, then either party shall have the right to terminate this Lease as of the date of such

damage upon giving written notice to the other party at any time within one hundred twenty (120) days after the date of such damage; provided, however, that if the damage was caused by the gross negligence or willful misconduct of Tenant or any of its employees, then Tenant shall have no right to terminate the Lease pursuant to this Section 9.1. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, by virtue of any delays in completion of such repairs and restoration. Except in cases of Tenant negligence, the Rent payable by Tenant for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. All other obligations of Tenant hereunder shall be performed by Tenant, and Landlord shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein. Tenant acknowledges that if this Lease is so terminated, Landlord shall be entitled to the full proceeds of any insurance coverage for damage to any Alterations in the Premises which would become the Landlord's property upon the termination of the Lease.

9.1 Eminent Domain. If the Land or the Building (or any portion thereof, the loss of which would require reconfiguration or restoration of the Building which Landlord, in Landlord's sole and absolute discretion, estimates will cost in excess of 25% of the current replacement cost of the Building) shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, Landlord shall have the right, exercisable at its sole and absolute direction, to cancel the Lease upon not less than sixty (60) days' notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or condemnation, except for any such separate award or claim as may be available to Tenant for its loss of its fixtures or from relocation expenses so long as such separate award does not reduce the amounts otherwise payable to Landlord for such taking or condemnation.

ARTICLE 10.

DEFAULTS BY TENANT, LANDLORD AND REMEDIES

10.1 Event of Default. Each of the following shall be an event of default ("Event of Default") hereunder: (A) if Tenant shall fail to pay any installment of Base Rent, Additional Rent or any other payment as and when due under this Lease and such failure shall continue for a period of five (5) business days following Landlord's notice of same to Tenant, provided that such notice from landlord shall be in lieu of, and not in addition to, any notice of default required by applicable law, and provided further that Landlord shall be obligated to give only two (2) such notices per any twelve (12) month period, with subsequent payment default during such period to be an Event of Default if such failure to pay shall continue from a period of ten (10) days from the date such payment is due; (B) if Tenant or any guarantor or surety of Tenant's obligations hereunder shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding for relief, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property; (iii) die or suffer a legal disability (if Tenant, guarantor or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity); (C) Tenant shall fail to discharge or bond over any lien placed upon the Premises, the Building or the Property or any portion thereof within thirty (30) days after any such lien or encumbrance is filed or recorded; (D)

if Tenant shall fail to comply with any provision of this Lease, other than those specifically referred to above in this Section 10.1 and, except as otherwise expressly provided therein, such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default, or such longer period (but not to exceed an additional sixty (60) days) if such default cannot be reasonably cured within such thirty (30) day period, provided that Tenant diligently commences the cure within the thirty (30) day period and diligently prosecutes such cure to completion; (E) if the Premises becomes deserted or abandoned or if Tenant fails to take occupancy for business purposes within thirty (30) days after the Rent Commencement Date provided all work to convert the property as referenced above is complete and Tenant has acted diligently to the best of his ability; (F) if Tenant fails to execute, acknowledge and deliver any instrument that it is required for delivery pursuant to Sections 7.10 or 7.11, within the time periods respectively set forth therein, time being of the essence; and (E) if any representation or warranty made by Tenant under this Lease shall prove to be either materially untrue or materially misleading in any material respect.

10.2 Landlord's Remedies. Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions: In the Event of Default, Landlord shall have the right to terminate this Lease or Tenant's possession of the Premises. Tenant shall pay punctually to Landlord all the sums and shall perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease or Tenant's possession had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Tenant shall be credited with any amount paid to Landlord pursuant to the second sentence of this Section and also with the net proceeds of any rent obtained by Landlord by reletting the Premises, after deducting all Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the term hereof and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to relet the same and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid. To the extent required by applicable law, Landlord shall use reasonable efforts to relet the Premises.

10.3 Claims in Bankruptcy. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination, an amount equal to the maximum allowed by law, regardless of whether the amount is greater to, equal to, or less than the amount of the loss or damage which Landlord has suffered.

10.4 Landlord's Default. Upon any Event of Default, Tenant may, in addition to all other rights and remedies afforded Tenant hereunder or by law or equity, take any one or more of the following actions: If Landlord fails to perform any of the terms and conditions herein and such default shall adversely affect Tenant's operations, at any time following sixty (60) days after giving to Landlord

a further notice of default under this Section, Tenant may (but shall not be obligated to) cure any default by Landlord under this Lease and whenever Tenant so elects, all reasonable costs and expenses incurred by Tenant, including reasonable attorney's fees and costs, in curing a default shall be paid by Landlord to Tenant within sixty (60) days after written demand therefor. In the event Landlord shall fail to reimburse Tenant in accordance with the terms set forth above, without limiting its other available rights (including, without limitation, its right to pursue a legal action to collect the entire amount payable by Landlord).. If Landlord's default materially impacts Tenant's use and enjoyment of the property as contemplated herein, Tenant shall have the right to bring any other action at law or equity it deems appropriate. Except as otherwise expressly provided herein, any and all rights and remedies which Tenant may have under this Lease and at law and equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time to the greatest extent permitted by law.

10.5 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to cure, at any time, any default by Tenant under this Lease after the applicable notice and/or cure period (if any) has expired. In curing such defaults, Landlord may enter upon the Premises and take such action thereon as may be necessary to perform such cure. Notwithstanding the foregoing, in the case of an emergency threatening material injury to persons or property, Landlord may cure a default without notice. All costs and expenses incurred by Landlord in curing a default, including reasonable attorneys' fees actually incurred, together with interest thereon at the Interest Rate shall be paid by Tenant to Landlord on demand. Landlord may use the Security Deposit (or draw on any Letter of Credit) to effectuate any such cure.

10.6 No Waiver. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by a written acknowledgment of Landlord. Tenant and Landlord further agree that forbearance or waiver by either party to enforce its rights pursuant to this Lease, or at law or in equity, shall not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent with knowledge of the breach of 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. No payment by Tenant, or acceptance by Landlord, of a lesser amount than is due from Tenant to Landlord shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Tenant under the provisions hereof. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

No waiver of any provisions of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provisions, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the particular matter specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or Tenant's right of possession hereunder or

shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

10.7 Default Interest. If any payment of Base Rent, Additional Rent or any other payment payable hereunder by Tenant to Landlord shall not be paid when due, Landlord may impose, at its election, interest on the overdue amount from the date when the same was payable until the date paid at a rate (the "Interest Rate") equal to twelve percent (12%) per annum.

10.8 Limitation on Landlord Remedies. Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana plant, marijuana flower, edible marijuana-infused product, marijuana extract or any other marijuana product or by-product. Any such marijuana located on the Premises shall be controlled in accordance with Rhode Island General Laws, *et seq.*, and if provided by law, under the supervision of the RI Department of Health and DBR, for so long as such regulations are applicable to Tenant's business. Notwithstanding anything in this Lease to the contrary, Landlord hereby agrees that Landlord's rights and remedies following a default, breach, surrender, or any other failure to perform by Tenant under this Lease shall not include and specifically exclude the seizure of assets or products protected by law and any substance regulated and any product containing any amount of marijuana. Landlord shall not be entitled to a repayment or remedy that provides Landlord inventory of Tenant that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a Certificate of Registration, licenses and permits, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior Department of Health and State approval. Landlord agrees that all Certificate of Registrations, licenses and permits held by Tenant are not an asset that may be seized by Landlord or available as a remedy for Tenant's default, breach, or other failure to perform under this Lease.

ARTICLE 11.

ASSIGNMENT AND SUBLETTING

11.1 Prohibition. Tenant covenants and agrees that (i) neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered or otherwise transferred, whether directly or indirectly, voluntarily or involuntarily or by operation of law, without the prior written consent of the Landlord and said consent shall not be unreasonably withheld, delayed or conditioned; (ii) neither the Premises, nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Tenant, or used or occupied, by anyone other than Tenant, or for any use or purpose other than as stated herein, or be sublet, whether directly or indirectly, voluntarily or involuntarily or by operation of law, without the prior written consent of Landlord in each and every case, which consent shall not be unreasonably withheld, delayed or conditioned in the event of an assignment or subletting (each, a "Transfer"). Tenant shall have the right, notwithstanding anything herein to transfer, or conduct a series of related transfers, of ownership in Tenant's entity (unless Tenant is a publicly traded company) regardless of whether it results in a change of 51% or more of the voting power of Tenant, or otherwise results in a change in the current control of Tenant, including in the case of

an ownership interest that is transferred pursuant to a public offering or the sale of publicly traded securities, and it shall not be considered an assignment.

No subleases shall be entered into without Landlord's consent and said consent shall not be unreasonably withheld, delayed or conditioned. Any request by Tenant for Landlord to assent to any subletting or assignment shall be submitted in writing no later than thirty (30) days in advance of the proposed effective date of such proposed assignment or sublease, which request shall be accompanied by the following information in reasonable detail where applicable (the "Required Information"): (i) the name, current address and business of the proposed assignee or subtenant; (ii) in the event of a sublease, the precise square footage and location of the portion of the Premises proposed to be so subleased; (iii) the effective date and term of the proposed assignment or subletting; (iv) the rent and other consideration to be paid to Tenant by such proposed assignee or subtenant; (v) such other major terms of the assignment or sublease as may be material or as Landlord may request, including personal guarantees, (vi) financial statements and other information as Landlord may request, prepared in accordance with generally accepted accounting principles, not more than ninety (90) days old when delivered to Landlord, indicating the Tangible Net Worth (defined below), liquidity and creditworthiness of the proposed assignee or subtenant in order to permit Landlord to evaluate the proposed assignment or sublease; (vii) verification that the Premises will be used for the Permitted Use (and if the Permitted Use allows more than one (1) type of use, then Tenant shall specify the precise use that the Premises will be used for); and (viii) such other information as Landlord may request (including, without limitation, a copy of the proposed sublease or assignment instrument) within ten (10) business days after Tenant submits the request for consent. Landlord will endeavor to provide notice of whether or not it consents to the proposed transfer within ten (10) days after all the Required Information has been delivered to Landlord. If Landlord fails to provide notice of consent to disapproval within such ten (10) day period, and such failure is not cured within five (5) business days after receipt of a second notice stating in large (at least 12 point), bold and capitalized font "IF YOU FAIL TO RESPOND TO THIS NOTICE WITHIN FIVE (5) BUSINESS DAYS, THEN TENANT'S REQUEST FOR CONSENT TO AN ASSIGNMENT OR SUBLETTING WILL BE DEEMED TO HAVE BEEN GRANTED", then Landlord shall conclusively be deemed to have approved such proposed assignment or sublease. Tenant agrees to reimburse Landlord for reasonable legal fees and any other reasonable expenses and costs incurred by Landlord in connection with any proposed assignment or subletting, regardless of whether the same is consummated.

Notwithstanding the foregoing and subject to Landlord's right to request personal guarantees, Tenant may assign this Lease or sublease all such portion or portions of the Premises without the consent of Landlord but with at least ten (10) days prior written notice to Landlord to (a) a successor or successors to all or any of Tenant's businesses if such succession takes place by merger, consolidation, sale, transfer, or reorganization; or (b) any affiliate or affiliates of Tenant; or (c) any entity or entities otherwise succeeding to all or substantially all of the assets of Tenant or one of the businesses of Tenant; or (d) any subsidiary of Tenant or any entity controlled by, or in common control with Tenant; provided that with respect to any transferee described in the foregoing clauses (a) or (c), such transferee shall have a tangible net worth equal to or greater than that of Tenant immediately prior to such transfer.

Notwithstanding anything to the contrary herein, in the event of an assignment of this Lease in connection with the sale of Tenant's business to a transferee approved by Landlord

pursuant to this Section, and such transferee has a Tangible Net Worth equal to or greater than the Tenant as of the date of the transfer, then Tenant shall be released from all liability under this Lease arising from and after the effective date of such transfer and said assignment shall be approved by the Landlord forthwith.

"Tangible Net Worth" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises.

11.2 Conditions to Consent. Notwithstanding anything to the contrary contained herein, it shall not be unreasonable for Landlord to withhold its consent to any proposed assignment or sublease if (i) Tenant proposes to assign this Lease or sublease the Premises or any portion thereof to any person or entity with whom Landlord is then negotiating (or with whom Landlord has negotiated during the previous six (6) months) for the rental of space in the Building or who is a tenant in the Building or any other building owned by Landlord or any affiliate of Landlord; or (ii) the Tangible Net Worth of any such proposed assignee or subtenant is less than the greater of (a) the Tangible Net Worth of Tenant on the date hereof or (b) the Tangible Net Worth of Tenant at the time of any such assignment or sublease; or (iii) the proposed use (a) is not limited to the Permitted Use, (b) would constitute a use that is incompatible with the uses of other occupants of the Property in Landlord's reasonable judgment, (c) would violate any restrictive use covenant binding on Landlord or the Property, (d) would involve an increased risk to Landlord due to the nature thereof (including the use of Hazardous Materials) or (e) would disproportionately (as compared to Tenant's use) burden the Property's existing facilities or resources or add to Landlord's costs; or (iv) as a result of the proposed sublease there would be more than a total of two (2) subleases (or, if Tenant remains in occupancy of any portion of the Premises, more than one (1) sublease) in effect at the Premises at any given time; or (v) the proposed sublease is for a portion of the Premises of less than fifty percent (50%) of the rentable square feet of the Premises; or (vi) any such proposed assignee or subtenant is not creditworthy or of sufficient character or business reputation in Landlord's reasonable judgment; or (vii) any such proposed assignee or subtenant is a governmental entity, or subdivision or agency thereof; or (viii) any assignment is of less than Tenant's entire interest in this Lease; or (ix) any sublease is for a term other than the entire then remaining Term less one (1) day; or (x) an Event of Default exists or any circumstance has occurred which, with the passage of time or the giving of notice, or both, would constitute an Event of Default, provided, however, that it is hereby agreed and acknowledged that in no event shall Landlord's right to withhold consent be limited to the bases set forth in clauses (i) through (x) above).

The conditions set forth in Section 11.2(ii) above shall not apply to any entity affiliated directly with and controlled by Tenant or, provided further that such entities are engaged in the support and/or management of cannabis-related activities lawful under Rhode Island law. Landlord's consent shall be granted only if the assignee or subtenant shall promptly execute, acknowledge, and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee or subtenant shall agree with Landlord to assume and be bound by all of the covenants, agreements, terms, provisions and conditions set forth in this Lease other than, in the case of a subtenant, the direct payment of Rent hereunder. Tenant authorizes its transferees to

make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder.

11.3 Excess Rents. Not applicable.

11.4 Assignment or Sublease to an Affiliate. Notwithstanding anything to the contrary contained herein and subject to Landlord's right to request personal guarantees, Tenant shall have the right to assign this Lease or sublet the Premises or any part thereof without the prior consent of Landlord to either (x) an entity into or with which Tenant is merged or consolidated, or to which all or substantially all of Tenant's assets are transferred as a "going concern" or (y) any entity which controls or is controlled by Tenant or is under common control with Tenant (the parties described in parts (x) and (y) being referred to as an "Affiliate"), provided that in any such event (i) the Affiliate has a Tangible Net Worth at least equal to the greater of (1) the Tangible Net Worth of Tenant immediately prior to such merger, consolidation or transfer, or (2) the Tangible Net Worth of Tenant herein named on the date of this Lease; (ii) proof satisfactory to Landlord of such Tangible Net Worth shall have been delivered to Landlord at least ten (10) days prior to the effective date of any such transaction, and (iii) the assignee or subtenant agrees directly with Landlord, by written instrument in form satisfactory to Landlord in its reasonable discretion, to execute any personal guarantees requested by Landlord and to be bound by all the obligations of Tenant hereunder, including, without limitation, the covenant against further assignment and subletting. Landlord acknowledges that Tenant may elect to do business at the premises under the name Sanctuary, or through a brand and mark developed at some time in the future, and that doing so shall not constitute an assignment under this Article 11.

11.5 No Waiver; Tenant to Remain Liable. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Base Rent and Additional Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Base Rent and/or Additional Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting. No act or conduct by Landlord other than its express written consent shall constitute its consent or waiver of its consent rights with respect to a particular Transfer. No Transfer or consent to Transfer will operate to waive Landlord's rights with respect to any future Transfer. Any Transfer made or attempted to be made other than in strict compliance with this Article 11 shall be void and of no force and effect. No assignment, subletting or use of the Premises shall affect the Permitted Use hereunder. Prior to the effectiveness of any sublease or assignment instrument Tenant shall deliver a true copy thereof to Landlord, who shall have the right to verify that the terms of the instrument are not materially different from those that it consented to and that the instrument complies with the requirements of this Lease or any conditions set forth in Landlord's consent.

11.6 Cancellation. Except in connection with a Transfer to an Affiliate of Tenant in accordance with Section 11.4 above, Landlord may, within thirty (30) business days after Tenant's submission of a written request for Landlord's consent to a Transfer, notify Tenant in writing that Landlord elects to cancel this Lease (or, in connection with a partial sublease, as to the portion of the

Premises proposed to be sublet as of the date the proposed sublease is to be effective). If Landlord cancels this Lease as to any portion of the Premises, then this Lease shall cease for such portion of the Premises and Tenant shall pay to Landlord on or before the cancellation date (i) all Rent accrued through the cancellation date relating to the portion of the Premises covered by the proposed assignment or sublease, and (ii) in the event of the cancellation of this Lease with respect to only a portion of the Premises (the "Recapture Portion") the amount reasonably estimated by Landlord to be necessary to physically separate the Recapture Portion from the remainder of the Premises and otherwise lawfully demise the Recapture Portion (including, without limitation, the installation of demising walls, separation of utilities and HVAC and provision of entrances, loading facilities and access for the Recapture Portion). Thereafter, Landlord may lease such Recapture Portion to the prospective transferee (or to any other person) without liability to Tenant. Notwithstanding the foregoing, Tenant may, within five (5) business days of receiving Landlord's notice of cancellation, notify Landlord in writing that Tenant rescinds its request for consent to the Transfer, in which case such cancellation shall be nullified. This paragraph does not apply to an assignment or sublease to an Affiliate.

ARTICLE 12.

NOTICES

All notices, consents, approvals, or other communication required by the provisions of this Lease to be given to Landlord or Tenant shall be in writing and shall be hand delivered or given by registered or certified mail or by Federal Express, UPS overnight or other recognized overnight courier, addressed to the address of the party set forth in Section 1.1 hereof (or to such other address(es) as the party shall have last designated by notice), with a copy, in the case of Landlord, to:

Michael T. Eskey, Esq.
Moses Ryan Ltd.
40 Westminster Street, 9th Floor
Providence, Rhode Island 02903

Notice shall be deemed given on the earlier of the date of actual receipt, or the third (3rd) business day following the date when deposited in the U.S. mail or on the first (1st) business day following the date when deposited with such overnight courier, postage paid.

ARTICLE 13.

NOTICE OF LEASE

Tenant agrees that it will not record this Lease. Landlord and Tenant shall, upon the request of either, execute, acknowledge, and deliver a recordable notice of this Lease, in a form reasonably satisfactory to Landlord. At Landlord's request, promptly upon expiration of or earlier termination of the Term and all options, Tenant shall execute and deliver to Landlord a release of any document recorded in the real property records for the location of the Premises evidencing this Lease, and Tenant hereby appoints Landlord Tenant's attorney-in-fact, coupled with an interest, to execute any such document if Tenant fails to respond to Landlord's request to do so within fifteen (15) days. The obligations of Tenant under this Article 13 shall survive the expiration or any earlier termination of the Term.

ARTICLE 14.
APPLICABLE LAW, SEVERABILITY, CONSTRUCTION

This Lease shall be governed by and construed in accordance with the laws of the State of Rhode Island and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease, and the application of such provisions in other circumstances, shall not be affected thereby. This Lease may be amended only by an instrument in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease.

ARTICLE 15.
SUCCESSORS AND ASSIGNS, ETC.

15.1 Successors and Assigns. Subject to Article 11, this Lease shall run with the property and be binding upon the parties hereto and their respective successors and assigns.

15.2 Limitation on Landlord's Liability. The term Landlord means the then-existing owner of the Premises from time to time. Upon sale or other transfer of its ownership interests herein, the then existing Landlord shall be relieved of all liabilities and obligations hereunder and the successor Landlord shall, subject to Section 7.10 hereof, be automatically deemed to have assumed all such liabilities and obligations. The obligations of Landlord shall be binding upon the assets of Landlord which comprise the Property, but not upon other assets of Landlord. No trustee, stockholder, officer, director, employee, advisor or beneficiary of Landlord, or any other party claiming by, through, or under Landlord, or any affiliate of Landlord, shall be liable under this Lease. In no event shall Landlord be liable for any damages other than actual and direct damages, nor shall Landlord ever be liable for damages if Tenant has not given Landlord written notice of the applicable default and afforded Landlord at least thirty (30) days to cure, or, if Landlord has commenced such cure within such time period and is diligently pursuing the same, then such further time as it takes Landlord, acting diligently, to complete such cure.

ARTICLE 16.
LANDLORD'S ACCESS AND OTHER RESERVED RIGHTS

Subject to Section 24.2, In accordance with the Rhode Island General Laws, Rhode Island Department of Health, and the Rhode Island Department of Business Regulations ("DBR"), Landlord and its authorized agents, employees, subcontractors and representatives shall have the right to enter the Premises at any time and without notice during emergencies otherwise at all reasonable times with prior notice for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to do any necessary maintenance and to make such changes, alterations, additions, improvements, repairs or replacements in or to the Premises, the Building or the Property as Landlord has the right or obligation to perform under this Lease, as Landlord may be required to do or make by law, or as Landlord may from time to time deem necessary or desirable provided, however, such alterations, improvements or additions shall not, except in case of emergency repairs, permanently materially adversely affect Tenant's use of the Premises (provided, however, that no prior notice is required to be given in connection with Landlord's entry into the Premises to perform routine maintenance and repairs which Landlord is obligated to perform under this

Lease); (c) to exhibit the Premises to prospective tenants during the last twelve (12) months of the Term or during any period while an Event of Default exists hereunder; and (d) to show the Premises to prospective lenders, brokers, investors, agents, buyers or other similar persons, at any time during the Term. Landlord shall have such access rights even if Tenant is not physically present to let Landlord in, and Tenant shall at all times provide Landlord with a copy of all keys, alarm codes, and pass cards to the Premises.

If, at any time during the last month of the Term, Tenant shall have removed all of Tenant's property from all or any portions(s) of the Premises, Landlord may immediately enter and alter, renovate and decorate the same, and such acts shall have no effect upon Tenant's remaining obligations and covenants under this Lease.

Landlord may erect, use and maintain pipes, wires, ducts, conduits and related closets and enclosures in and through the Premises, provided the same do not materially reduce the floor area thereof.

Landlord reserves the right to make such changes, alterations, additions, improvements, repairs or replacements in or to the Property (including the Premises and/or the Building), as it may deem necessary or desirable; provided, however, such work and such alterations shall not, except in case of emergency repairs, permanently materially adversely affect Tenant's use of the Premises.

ARTICLE 17. **CONDITION OF PREMISES**

Subject only to Landlord delivering the Premises free of tenants, broom clean, with a water tight roof and with the parking lot paved and striped to commercially reasonable standards with a minimum of twenty (30) parking spaces pursuant to a mutually acceptable parking plan, Tenant shall accept the Premises on the Term Commencement Date in its "AS-IS" condition, subject to all applicable Legal Requirements, covenants and restrictions, and Landlord shall have no obligation to perform or pay for any repair or other work therein. TENANT ACKNOWLEDGES AND AGREES THAT (1) IT HAS INSPECTED AND ACCEPTS THE PREMISES IN AN "AS IS, WHERE IS" CONDITION, (2) THE BUILDING AND IMPROVEMENTS COMPRISING THE SAME ARE SUITABLE FOR THE PERMITTED USE (DEFINED IN SECTION 1.1) AND LANDLORD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES (INCLUDING, WITHOUT LIMITATION, THE PERMITTED USE) AND TENANT HEREBY WAIVES ANY IMPLIED WARRANTY THAT THE PREMISES ARE HABITABLE OR SUITABLE FOR TENANT'S INTENDED PURPOSES OR ANY OTHER PARTICULAR PURPOSE (INCLUDING, WITHOUT LIMITATION, THE PERMITTED USE), (3) THE PREMISES ARE IN GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS, COVENANT, OR AGREEMENT AS TO THE REPAIR OF THE PREMISES, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES HAVE BEEN MADE BY LANDLORD AND (5) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE EXPRESS PROVISIONS OF THIS LEASE.

Except as otherwise may expressly be provided herein, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good working order and condition and in compliance with all Legal Requirements at the time possession was taken. Notwithstanding anything herein, Landlord agrees to repave and reline the parking lot and to maintain, repair and replace items as required herein.

ARTICLE 18. **WARRANTY REGARDING BROKER**

Tenant warrants that it was introduced to the Premises by the Broker (defined in Section 1.1), and knows of no other broker which was involved in this transaction in any way or is entitled to any brokerage commission or similar fee or charge in connection with this Lease. Tenant agrees to indemnify Landlord and the Broker against any costs incurred by either (including attorneys' fees) if the foregoing warranty is untrue. Landlord shall pay a commission to the Broker pursuant to a separate agreement.

ARTICLE 19. **HAZARDOUS MATERIALS**

19.1 Compliance. Tenant shall comply in all respects with all federal, state and local Environmental Laws.

19.2 Release, Storage, Use, or Generation of Hazardous Materials.

(a) Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release or threat of release of any Hazardous Materials (as said term is hereafter defined) on, in, upon or under the Premises or the Property. Tenant shall give to Landlord immediate (no later than 24 hours) written notice of Tenant's release, or discovery of the release or presence of any Hazardous Material in, on, under or migrating onto or from the Premises. In the event of a release of Hazardous Material during the Lease Term (other than allowed by Environmental Law), Tenant shall (a) report such release to any governmental authority, and (b) immediately remove and remediate such release, all as required by Environmental Law. Tenant shall promptly provide Landlord with any reports or other documentation related to its response to any such release.

(b) Tenant shall not allow the generation, storage, use or disposal of such Hazardous Materials in any manner not sanctioned by Environmental Law or by the highest standards prevailing in the industry for the generation, storage, use and disposal of such Hazardous Materials, nor allow to be brought into the Premises or the Property any such Hazardous Materials except for use in the ordinary course of Tenant's business.

(c) Tenant shall provide written notice to Landlord of the identity of any Hazardous Materials it generates, stores, uses or disposes of at the Premises or on the Property, and on an annual basis, shall provide to Landlord an inventory of the amounts of any Hazardous Material stored and any wastes, whether or not Hazardous Material, generated. In addition, Tenant

shall execute affidavits, representations and the like at Landlord's request, concerning the presence of Hazardous Materials in the Premises or at the Property or any portion thereof, including and other information reasonably requested by Landlord.

(d) If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials at the Property, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges, but only if such requirement applies to the Premises or may be the result of the acts or omissions of Tenant or any person acting under Tenant. Landlord expressly reserves the right to enter the Premises to perform regular inspections.

(e) Hazardous Materials shall include, without limitation, any material or substance which is (i) petroleum or petroleum product, (ii) asbestos-containing material, (iii) designated or defined as "oil" or a "hazardous waste", a "hazardous substance", a "hazardous material" or a "toxic material" under any Environmental Law. "Environmental Laws" means, collectively, all applicable federal, state and local laws (including common law), statutes, codes, ordinances, by-laws, regulations, rules, directives, Permits, judgments, orders, judicial or administrative decrees, and covenants and similar restrictions, governing safety, public health and/or protection of the environment, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, as amended ("CERCLA"); the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 *et seq.* ("RCRA"); the Clean Water Act, 33 U.S.C. 1251 *et seq.*; the Clean Air Act, 42 U.S.C. 7401 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. 300f through 300j; state or commonwealth equivalents of the foregoing federal statutes; and applicable state, county and municipal or local laws or requirements.

19.3 Permits. Tenant shall obtain any and all Permits necessary (a) for the construction of Tenant's work, (b) for the operation of its business at the Premises, including without limitation the Permitted Use, and (c) to comply with applicable Environmental Law. "Permits" shall mean any approvals, permits, licenses, registrations or other authorizations from Government Authorities.

19.4 Notices; Communication with Governmental Authorities. Tenant shall promptly provide Landlord with copies of any notices received by any federal, state or local governmental authority or another third party alleging a violation of or requesting information pursuant to of Environmental Laws, as related to or with respect to the Premises. Tenant shall simultaneously provide Landlord with copies of any communications from Tenant or anyone acting on behalf of Tenant to any governmental authority arising under or related to Environmental Laws.

19.5 Removal of Hazardous Materials. Upon the expiration or earlier termination of this Lease, Tenant agrees to promptly remove, to the extent required by applicable Environmental Laws, from the Premises, at its sole cost and expense, any and all Hazardous Materials, including, without limitation, any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in, under or about the Premises by Tenant or any Tenant Parties from or after the Term Commencement Date. Without limiting the generality of the preceding sentence, Tenant agrees to close in accordance with applicable Law any hazardous

waste storage area, and provide to Landlord prior to the end of the Lease Term a copy of the report prepared by an environmental consultant documenting such closure.

19.6 Indemnity. In all events, Tenant shall indemnify and save Landlord harmless from any release or threat of release or the presence or existence of any Hazardous Materials in or on the Premises occurring while Tenant is in possession or elsewhere at the Property if caused by Tenant or any person acting under Tenant. Landlord agrees to save Tenant harmless and to indemnify Tenant from and against any liability, injury loss, claim, damage, settlement, attorneys' fees, fines, penalties, interest or expense which may be incurred by Tenant (including, without, limitation, any cost which Landlord may incur for testing and remediation) arising from any release, presence or existence of Hazardous Materials which existed at the Property prior to Tenant's occupation of the Premises.

19.7 Reserved.

19.8 Survival. The within covenants and indemnity shall survive the expiration or earlier termination of the Lease Term.

ARTICLE 20.

FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed from the performance of any act required hereunder other than the payment of any monetary amounts, by reason of Covid-19 related matters or limitations set by any Government entity in the form of a State of Emergency issued that precludes Tenant's business operation, strikes, lock-outs, inability to procure materials, failure of power, riots, insurrection, extraordinarily inclement weather, the default of the other party, or other reasonably unforeseeable reason beyond their reasonable control ("Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not be construed to excuse Tenant from making any payments, including Base Rent and Additional Rent, due hereunder in a timely manner as set forth in this Lease or from performing any covenant or obligation imposed under this Lease by reason of the financial inability of Tenant.

ARTICLE 21.

SIGNAGE

Except as expressly provided in this Article 21, Tenant shall not place any signs on the Premises or elsewhere on the Property without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. Notwithstanding anything herein, Tenant shall be allowed to add to present signage that is available provided it complies with the local zoning code and municipal regulations.

In addition to the foregoing, Tenant may have a sign panel on the exterior of the Building containing Tenant's name and logo, the specific location, design and dimensions of which shall be subject to (i) Landlord's prior written consent, in Landlord's sole but reasonable discretion and (ii)



the approval (including without limitation obtaining all required permits and approvals therefrom) of the City of Providence. Any such exterior Building signage shall be prepared by Tenant at Tenant's sole cost. Landlord may elect to either install said exterior Building signage itself and be reimbursed by Tenant for said installation cost or to require Tenant to perform said installation at Tenant's sole cost, provided that Landlord shall have the right to reasonably approve the contractor performing said exterior Building signage installation.

All Tenant signage shall comply with all Legal Requirements and shall be maintained in good working order and condition by Tenant, at Tenant's sole cost and expense. Tenant shall also be required to pay for any and all utilities consumed by such signage. Tenant shall comply with such regulations as may from time to time be promulgated by Landlord governing signs, advertising material or lettering of all tenants in the Building. Tenant, in connection with vacating the Premises, or in connection with the removal or alteration of its sign for any reason, shall be solely responsible for the cost to repair, paint or replace any part of the Building fascia surface or other portion of the Building where said signs are attached, it being understood and agreed that Landlord may elect to either require Tenant to perform any such required repair work or to perform such repair work itself and be reimbursed by Tenant on demand for the cost thereof.

Notwithstanding anything herein, Tenant shall have the exclusive right to any and all billboard signage or seek to permit and obtain approval for a billboard on the Premises. Landlord agrees to cooperate with Tenant in obtaining said approvals. Any billboard is only permitted to display advertisement for businesses located at the Premises and any billboard signage will remain the property of Landlord at the Expiration Date or earlier termination of the Term.

ARTICLE 22.

MISCELLANEOUS

22.1 Rules and Regulations. Tenant shall comply with the Rules and Regulations, as same may be reasonably amended by Landlord from time to time upon written notice thereof to Tenant. Landlord shall not be obligated to enforce any such rules or regulations; provided, however, that if Landlord does enforce the Rules and Regulations then it will use reasonable efforts to do so in a non-discriminatory manner among similarly situated tenants. Tenant shall be responsible for the compliance with such Rules and Regulations by its employees, agents, contractors, and, to the extent within Tenant's reasonable control, its invitees. In the event of any conflict between the Rules and Regulations and the other terms and provisions of this Lease, the other terms and provisions of this Lease shall govern.

22.2 Cooperation. The Parties hereby agree to cooperate and use best efforts to ensure that the business operations of all tenants at the Property will be harmonious and, to the greatest degree possible, will not interfere with one another.

22.3 No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

22.4 No Offer. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless and until it has signed a copy of this Lease and delivered it to Landlord, and Landlord has signed a copy of this Lease and delivered it to Tenant.

22.5 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

22.6 Arbitration. Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Providence, Rhode Island. Rhode Island law shall apply. Confirmation of award and judgment on an award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

22.7 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE.

22.8 Time of Essence. Time is of the essence of this Lease and each and every one of its provisions.

22.9 Joint and Several Liability. If Tenant is comprised of more than one (1) party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

22.10 Landlord's Review Fees. Whenever Tenant requests that Landlord give any consent or approval required under this Lease, Tenant will reimburse Landlord for Landlord's documented, reasonable out of pocket costs to third parties incurred in reviewing the proposed action for which Tenant is requesting Landlord's consent, including without limitation reasonable attorneys', engineers' or architects' fees, within thirty (30) days after Landlord's delivery to Tenant of a statement of such costs. Tenant shall be required to make such reimbursements, and pay such charges, without regard to whether Landlord consents to any proposed action.

22.11 Confidentiality. Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for the Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent, not to be unreasonably withheld if such disclosure has a legitimate and reasonably necessary business purpose. In any event, Landlord may impose reasonable conditions on any such disclosure. The consent by the Landlord to any disclosure shall not be deemed to be a waiver on the part of the Landlord of any prohibition against any subsequent disclosure.

22.12 Commencement Date Letter. Tenant agrees that, within ten (10) days of Landlord's written request therefor, it will execute and deliver to Landlord a Commencement Date Letter setting forth, among other things, the actual Term Commencement Date, Rent Commencement Date and date upon which the original Term expires.



22.13 Corporate Approval. If Landlord requests, then concurrently with its execution of this Lease, Tenant shall provide Landlord with duly authorized and executed corporate resolutions (or other evidence of authority in form and substance reasonably satisfactory to Landlord's counsel) authorizing the entering into and consummation by Tenant of the transactions contemplated by this Lease and designating the corporate or other officer or officers of Tenant who is/are authorized to execute this Lease on behalf of Tenant. In any event, Tenant hereby represents and warrants to Landlord that the person(s) signing this Lease on behalf of Tenant is/are duly authorized to do so.

22.14 Rules of Construction. The terms "include", "including" and "such as" shall be construed as if followed by the phrase "without being limited to". The words "herein", "hereof", "hereby", "hereunder" and words of similar import shall be construed to refer to this Lease as a whole and not to any particular Article or Section unless expressly so stated. Neither the expiration of the Term or earlier termination of this Lease shall be asserted as a defense against Landlord's enforcement of those Tenant obligations that by their nature are performable after, or might be enforced by Landlord after, the expiration of this Lease and in all such circumstances this Lease shall be deemed to have inserted the words "such provision shall survive the expiration or sooner termination of this Lease," regardless of whether such words in fact appear, and in any event, all obligations of Tenant hereunder not fully performed at the end of the Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises. This Lease has been negotiated by both parties, each of whom is a sophisticated business person/entity and shall be construed as the product of both of them equally. The use of the singular shall include the plural and vice versa, as appropriate in the circumstances. The term "repair" and "maintenance" shall include restoration, rebuilding and replacement as may be necessary to achieve and maintain good working order and condition. If there is a guarantor of this Lease then no right otherwise given to Tenant (or any party associated with Tenant) may be exercised if exercise of such right would compromise, in any manner, the continuing full force and effect of such guaranty in accordance with all of its terms and conditions, and this requirement shall be deemed inserted with respect to each and every such right otherwise granted to Tenant (or any party associated with Tenant) in this Lease, whether or not in fact so stated.

22.15 Consents. In all circumstances under this Lease where the prior consent of one party (the "Consenting Party"), whether it be Landlord or Tenant, is required before the other party (the "Requesting Party") is authorized to take any particular type of action, the requesting party agrees that its sole and exclusive remedy if it believes that consent has been withheld improperly shall be to institute litigation either for a declaratory judgment or for a mandatory injunction requiring that such consent be given (with the requesting party hereby waiving any claim for damages, attorneys' fees or any other remedy unless the consenting party refuses to comply with a court order or judgment requiring it to grant its consent).

22.16 Anti-Terrorism Representation.

(a) Tenant certifies that:

(i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department



as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control; and

(ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

(b) Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

22.17

22.18 Tenant's Financing. Landlord acknowledges that the Tenant has informed the Landlord that the Tenant may want to finance Tenant's intended inventory, trade fixtures, trade equipment and furniture that the Tenant will be installing in the Premises. Landlord agrees that Landlord's rights, and any lien that the Landlord may have by reason of the Tenant's default under this Lease, with respect to shall be subordinate to the rights of any lender providing the Tenant with funds for the purchase, financing or refinancing of such inventory, fixtures, equipment and/or furniture; provided, however, that a precondition to such subordination shall be the execution by the Landlord, Tenant and such lender of a Lien Waiver in substantially the form and substance attached hereto as Exhibit D, as same may be modified and agreed to by Landlord, Tenant and such lender. At the request of Tenant's lender, Landlord agrees to execute an estoppel certificate in form and substance satisfactory to Landlord in its reasonable discretion. Nothing herein shall require Landlord to subordinate its interest in this Lease nor shall Landlord be or become liable on any promissory note.

22.19 Regulated Assets. Landlord acknowledges that only those authorized to possess and handle marijuana pursuant to Rhode Island General Laws *et seq.*, and such other rules and regulations as may be implemented from time to time with respect to medicinal and recreational use of marijuana, are permitted to possess regulated assets, such as marijuana and marijuana-infused products, without being subject to law enforcement action, and that such regulated assets are not subject to seizure by parties unauthorized under the Rhode Island Department of Health, Rhode Island Department of Business Regulation or the Department of Public Health Medical Use of Marijuana Program to possess them.

ARTICLE 23

EXTENSION OPTIONS

If (i) no Event of Default exists at the time of exercising an Extension Option; (ii) no Event of Default exists at the time of commencement of the applicable Extension Period, and (iii) the original Tenant (or an Affiliate, as defined in Section 11.4) is occupying the entire Premises at the time of such election, Tenant shall have the options (each, an "Extension Option") to extend this Lease for one (1), two (2) or three (3) or four (4) additional periods of five (5) years each (each, an "Extension Period"). Each Extension Option shall be exercised by Tenant by delivering written notice of the exercise thereof to Landlord not earlier than six (6) months before the expiration of

the initial Term or any Extension Period, as the case may be. The Base Rent payable for each month during the applicable Extension Period shall be as set forth Section 1.1.

Tenant's rights under this Article 23 shall terminate and Tenant shall not have any right to extend the Term if (a) this Lease or Tenant's right to possession of the Premises is terminated, or (b) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises (other than to an Affiliate, as defined in Section 11.4 of this Lease), or (c) Tenant fails to timely exercise the applicable Extension Option under this Article 23, time being of the essence with respect to Tenant's exercise thereof.

ARTICLE 24

SPECIAL PROVISIONS

24.1 Early Termination. Landlord shall have the right upon Landlord's sole election, upon five (5) days prior written notice to Tenant or, if sooner, upon the effective date of any court order or governmental action, to terminate this Lease in the event any of these causes ("Early Termination Causes") arise:

(a) The seizure or threatened seizure by any governmental authority seeking forfeiture of any portion of the Premises, in which a court proceeding has actually commenced and which action the government will not dismiss;

(b) The entry of an order or judgment (whether final or not) that has the effect (whether by restraining order, injunction, declaration, or otherwise) of (i) establishing that Tenant's use of the Premises constitutes a public or private nuisance; (ii) imposing any fine, sanction, punishment, damages or liability upon Landlord or any person affiliated with or related to Landlord as a result of Tenant's use of the Premises for cannabis related activity or business.

(c) The entry of an order or judgment under any federal, state, or local law (ordinance) or regulation seeking remediation of the Premises as a result of a violation by Tenant of any mandate pertaining to environmental sensitivity or commission of waste, irrespective of Tenant's intent and course of action following its commencement;

(d) Upon a federal indictment or final adjudication of any charges brought by any Federal enforcement authority involving Landlord, or Tenant or Tenant's affiliates as a result of Tenant's use of the Premises as a Compassion Center (CC) or Licensed Recreational Marijuana Dispensary (LRMD), which results in Landlord liability or Tenant's inability to use the Premises as a CC or LRMD, or the imposition of material penalties or fines as a result of such use, as may be reasonably determined by either party, then either party may terminate this Lease by providing not less than thirty (30) days' notice to the other, and thereupon, this Lease shall terminate and be of no further force and effect upon such date; provided, however, that Tenant's termination right hereunder shall be conditioned upon Tenant otherwise being in compliance with the Required Approvals, all Rhode Island and local law and regulations, and the terms and provisions of this Lease. Said termination date shall be deemed the Termination Date hereunder. Notwithstanding anything herein, this provision shall not apply to any tax audits or investigation or charges stemming from the Internal Revenue Service.

24.2 Inspection of Premises. In accordance with the Rhode Island General Laws, Rhode Island Department of Health, and the Rhode Island Department of Business Regulations ("DBR"), with 48 hours notice to Tenant and accompanied by a licensed agent of the Tenant, Landlord shall have the right to enter the Premises for the purposes of ensuring compliance with the covenants, warranties, and representations of Tenant under this Lease. In accordance with state licensing rules, Landlord must be accompanied by authorized Tenant personnel while inspecting limited access areas. Any such rights of inspection, entry, re-entry or possession shall adhere to the strictures of Rhode Island law and regulation, and shall occur on an "escorted access only" basis, as described in the General laws and regulations et seq., as amended.

24.3 Compliance with Laws. The parties acknowledge that myriad regulations and local, state, and federal laws and private persons shall govern the operation of Tenant's use and that Tenant alone will be responsible for compliance with all mandates and requirements of any nature. The parties also acknowledge that under federal law, the production, distribution and sale of cannabis remains a violation of the Controlled Substances Act and that, as between Landlord and Tenant, the risk of enforcement of such laws is on Tenant.

24.4 Tenant's Duty to Comply. Tenant's foregoing obligation shall encompass (i) all state and local laws and regulations from any governmental authority with jurisdiction over Tenant's use, including but not limited to General Laws of the State of Rhode Island *et seq.*, and local zoning ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with state and local laws allowing Tenant to use the Premises for the Permitted Use. The covenant to comply encompasses all applicable laws that become effective before and during the Lease Term, as may be extended (collectively, the "Mandates"), regardless of the cost of such compliance. Tenant's inability to comply with the Mandates shall be grounds for termination of this Lease.

24.5 Extraordinary Operating Expenses. Tenant shall be responsible for the payment of any extraordinary expense for Property or Building or Premises operations resulting from Tenant's Permitted Use, including without limitation, the cost of security guards, supplementary janitorial services, or HVAC system service and periodic maintenance. Tenant's response must be prompt, reasonable and acceptable to Landlord.

24.6 Surrender. Tenant's covenant to comply with all applicable Mandates shall apply equally to dismantling Tenant's operations at the end of the Lease Term and surrender of the Premises.

24.7 Disposal. Tenant hereby covenants to dispose, according to Mandates, all unused inventory, refuse, and scrap materials and thereafter to clean to commercially acceptable standards (including sterilization of impermeable surfaces, wall to wall and ceiling to floor) all floors, walls, immovable fixtures, and air ducts serving the Premises.

24.8 Removal of Alterations. Landlord shall not return the Security Deposit to Tenant until an inspection of the Premises discloses that the above cleaning and disposal and removal of Alterations required by this Lease have been satisfactorily completed.

24.9 Indemnity. In addition to the provisions of Section 7.6 above, Tenant agrees to indemnify and hold harmless Landlord from and against damages or direct losses and reasonable attorney's

fees Landlord incurs as a result of (a) any Early Termination Causes, (b) any violation of the Controlled Substance Act or any other federal, state or local statute or regulation related to cannabis, and/or (c) damage done to the Building as a result of robberies, break-ins and burglaries.

24.10 Restriction/Covenant. Landlord covenants and agrees that during the term or any extended term of this lease, Landlord will not lease, operate, nor permit the occupancy of any other premises located in the Building and/or on the Property for the operation of a Compassion Center, Licensed Marijuana Retail Establishment and/or Registered Marijuana Dispensary.

[Balance of Page Intentionally Left Blank]

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a series of loops and a final vertical stroke.

EXECUTED as an instrument under seal as of the date first set forth above.

LANDLORD:

199 Branch Avenue LLC

By:

Name: Bruce Balder

Title: Manager, duly authorized

STATE OF Rhode Island

COUNTY OF Providence

)

) ss.

)

On this 10th day of November, 2020, before me, the undersigned notary public, personally appeared Bruce Balder, proved to me through satisfactory evidence of identification which ~~was~~ was ~~personal knowledge~~ to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Ana M. Parsons

(official signature and seal of notary)

My commission expires: 1-7-2022



TENANT:

Sanctuary Medicinals a Rhode Island non-profit Corporation

By:

Name: Geoffrey Lewis

Title: President, duly authorized

STATE OF RI

COUNTY OF Providence

)

) ss.

)

On this 9th day of November, 2020, before me, the undersigned notary public, personally appeared Geoffrey Lewis, proved to me through satisfactory evidence of identification which were not ~~personal knowledge~~ to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Jason Williams

(official signature and seal of notary)

My commission expires: 8/05/2023

Jason Williams
Notary Public, State of Rhode Island
My Commission Expires 08/05/2023

EXHIBIT A
DESCRIPTION OF THE LAND

To be provided by Landlord prior to execution of Lease.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and a final vertical stroke.

EXHIBIT A-1
PLAN

To be provided by Landlord prior to execution of Lease.

A handwritten signature in black ink, consisting of a stylized 'M' followed by a vertical line and a small flourish.

EXHIBIT B
RULES AND REGULATIONS

To be provided by Landlord prior to execution of Lease.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and a final flourish.

EXHIBIT C
TENANT'S WORK/IMPROVEMENTS

To be provided by Tenant prior to execution of Lease.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.

EXHIBIT D
LIEN WAIVER

To be provided by Landlord prior to execution of Lease.

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a smaller, cursive 'P'.

EXHIBIT B



Department of Inspection and Standards

Jorge O. Elorza Mayor
Joseph M. Atchue, Director

November 30, 2020

Alex Miller
Advocacy Solutions LLC
via electronic mail
RE: 199 Branch Ave, Plat 72, Lot 517

I am in receipt of your request for a letter on behalf of your client, Sanctuary Medicinals, clarifying that a proposed use of the above property (the "Property") is compliant with the City of Providence Zoning Ordinance, as amended (the "Ordinance"). The Property is located in the M-1 Light Industrial District.

You have indicated the proposed zoning use of the Property is for a *Compassion/Cultivation Center*. This zoning use is defined in Ordinance Section 1204 as follows:

Compassion Center/Cultivation Center. A facility operated by an organization or business that is registered/licensed in the state to acquire and dispense medical cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients and/or registered/licensed by the state to perform the necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

Article 12, Table 12-1 (Use Matrix) of the Ordinance permits the use of *Compassion/Cultivation Center* in the M-1 zoning district by right, pursuant to the regulations of Section 1202.EE.

This section has been recently amended by the City Council, please find that Ordinance included with this letter. You will be required to show that you meet all requirements of the amended Section 1202.EE. to establish a *Compassion/Cultivation Center* at this property.

This letter is drafted in accordance with the Providence Zoning Ordinance as defined above and is subject to any future changes to the Ordinance. If you have any further questions, please feel free to contact me. As indicated, this information is provided for guidance or clarification and is not intended to be a binding decision subject to appeal. It is based solely on the written information provided by you as the requester.

Sincerely,

A handwritten signature in black ink, appearing to read 'AThompson'.

Alexis Thompson, Zoning Office, DIS

CC: Joseph Atchue, Director, DIS
Robert Azar, Deputy Director, DPD

City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 2020-28

No. 310 AN ORDINANCE IN AMENDMENT OF ZONING ORDINANCE SECTION 1202 "PRINCIPAL USE STANDARDS", AMENDING PARAGRAPH EE "COMPASSION CENTER/CULTIVATION CENTER"

Approved September 24, 2020

Be it ordained by the City of Providence:

SECTION 1: Section 1202 "Principal Use Standards", Section EE "Compassion Center/Cultivation Center" is hereby amended by making the following changes, with additions underlined:

EE. Compassion Center/Cultivation Center

1. No more than the square footage for which the applicant is licensed shall be permitted for the use. The Zoning Board of Review may, in its discretion, limit the use to less square footage than that for which the applicant is licensed.
2. Any square footage in the property not devoted to the use must be segregated from the facility by a wall or similar structure.
3. The applicant must submit evidence of the following:
 - a. That it has obtained a license or registration to cultivate, acquire and/or dispense in the State of Rhode Island, subject to zoning approval and final inspection of the property by the licensing/registering entity.
 - b. All measures undertaken to contain noise and odors shall demonstrate that it has taken all reasonable measures to contain noise and odors.
 - c. The security plan(s) for the property and the facility.
 - d. Staffing numbers for all hours of each day.
 - e. The number of vehicles that will access the facility on a daily or weekly basis.
4. A Compassion Center or Cultivation Center may not be located within ¼ mile from the property line of another compassion center or cultivation center.
5. A Compassion Center or Cultivation Center may not be located within 1,000 feet from the property line of a preexisting public or private school.
6. Setbacks under this section shall be measured from the nearest property line of the Compassion Center or Cultivation Center using a direct line to the nearest property line of the school, other Compassion Center or Cultivation Center.

SECTION 2: This ordinance shall take effect upon passage.

IN CITY COUNCIL
SEP 03 2020
FIRST READING
READ AND PASSED
Shana Delbeck CLERK

IN CITY COUNCIL
SEP 17 2020
FINAL READING
READ AND PASSED
Salina Noto PRESIDENT
Shana Delbeck CLERK

I HEREBY APPROVE
[Signature]
Date: 9/25/20

CC Form 4
Annex G

Equipment Purchased or Leased Exceeding \$100,000.00

Sanctuary Medicinals does not anticipate purchasing or leasing any equipment that will exceed the \$100,000.00 reporting threshold as of the date of the filing of the application. If for any reason this changes, Sanctuary Medicinals' Chief Compliance Officer will notify RIDBR in writing describing the need and the equipment to be purchased or leased.

**CC Form 4
Annex H**

Compensation of Directors, Officers and Employees

Director Compensation:

Geoffrey Lewis: no compensation as director
Mark Pelson: no compensation as director
Francis X. McMahon: no compensation as director

Officer Compensation:

Geoffrey – President and Treasurer: no compensation as officer
Mark Pelson – Vice President and Secretary: no compensation as officer

Managerial/Operational Control Employee Compensation

General Manager - (1) [REDACTED]
Assistant General Manager (2) - [REDACTED]

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

Administrative Assistant (1) - [REDACTED]
Transport Driver (1) - [REDACTED]
Patient Care Agents (8) - [REDACTED]
Security Agents (2) - [REDACTED]

Sanctuary Medicinals 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.

Sanctuary Medicinals 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, Sanctuary Medicinals' compensation center's revenues or profits.

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 #
See Attached Exhibit A			

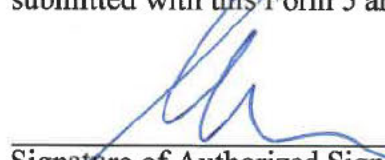
Applicant disclosed and provided any and all denial, suspension, revocation, fines, or other sanction of the license, registration or authorization listed above as instructed in CC FORM 3.

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

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

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.



Signature of Authorized Signatory

12/11/2020

Date

Geoffrey Lewis

Printed Name

Print Title: President

Print Name of Applicant/Licensee: Sanctuary Medicinals

CC Form 5
Exhibit A

Business License Identification Form

The applicant, Sanctuary Medicinals, a non-profit corporation organized pursuant to RIGL §7-6-1 et seq., has not applied for or is currently or has been previously licensed, registered or authorized to produce or otherwise deal in the manufacture or distribution of marijuana in any form, in any state or jurisdiction.

The directors of Sanctuary Medicinals, have not in their individual capacity, applied for or is currently or has been previously licensed, registered or authorized to produce or otherwise deal in the manufacture or distribution of marijuana in any form, in any state or jurisdiction.

Angell Street Investments, LLC, a limited liability company organized pursuant to RIGL §7-16-1 et seq., will provide management and operations consulting services to the applicant. Angell Street Investments, LLC has not applied for or is currently or has been previously licensed, registered or authorized to produce or otherwise deal in the manufacture or distribution of marijuana in any form, in any state or jurisdiction.

SIM RI, LLC a limited liability company organized pursuant to RIGL §7-16-1 et seq., is a member of Angell Street Investments, LLC. Two individual members of SIM RI, LLC, Jason Sidman and James Alex are members of Sanctuary Medicinals, Inc., a corporation organized pursuant to the Massachusetts business corporation act, Sanctuary ATC, a corporation organized pursuant to the NH business corporation act and Sanctuary Medicinals, LLC, a limited liability organized pursuant to the FL limited liability act, which has applied for and is currently licensed, registered or authorized to produce or otherwise deal in the manufacture or distribution of marijuana in any form, in those respective states. The table that follows lists the appropriate state agency, the type of licenses held, the name of the licensee and the license number held.

State & Name of Agency	Type of License	Name of Licensee	License or Registration #
MA, Cannabis Control Commission	Retail	Sanctuary Medicinals, Inc.	RMD605-R
MA, Cannabis Control Commission	Processing	Sanctuary Medicinals, Inc.	RMD605-P
MA, Cannabis Control Commission	Retail	Sanctuary Medicinals, Inc.	MR281950
MA, Cannabis Control Commission	Retail	Sanctuary Medicinals, Inc.	RMD1127-R
MA, Cannabis Control Commission	Cultivation	Sanctuary Medicinals, Inc.	MC281308
MA, Cannabis Control Commission	Processing	Sanctuary Medicinals, Inc.	MP281405

MA, Cannabis Control Commission	Retail	Sanctuary Medicinals, Inc.	MR281650
MA, Cannabis Control Commission	Cultivation	Sanctuary Medicinals, Inc.	RMD605-C
MA, Cannabis Control Commission	Retail	Sanctuary Medicinals, Inc.	RMD1128-R
NH, DHHS	Vertical: Cultivation, Processing, Retail	Sanctuary ATC	002
FL, OMMU	Vertical: Cultivation, Processing, Retail	Sanctuary Medicinals, LLC	N/A

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]

NONE – See Exhibit A attached hereto and incorporated by reference.



Signature of Authorized Signatory

12/11/2020

Date

Geoffrey Lewis

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Sanctuary Medicinals

CC Exhibit A
Disclosure of Material Financial Interests/Divestiture Plan

Sanctuary Medicinals, a Rhode Island nonprofit corporation, does not possess any financial interest or control in another Rhode Island compassion center, cultivator, cooperative cultivation, or other marijuana establishment licensee. Consequently, Sanctuary Medicinals is not required to submit a divestiture plan.

The members of the Board of Directors and Officers of Sanctuary Medicinals do not possess any financial interest or control in another Rhode Island compassion center, cultivator, cooperative cultivation, or other marijuana establishment licensee. Consequently, members of the Board of Directors and Officers of Sanctuary Medicinals is not required to submit a divestiture plan.

CC Exhibit B – Compliance Plan

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

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

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

[ATTACH AND SIGN BELOW]



Signature of Authorized Signatory

12/11/2020

Date

Geoffrey Lewis

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Sanctuary Medicinals

CC Exhibit B
Evidence of Appointment of a Compliance Officer
Operational and Compliance Plan

Evidence of Appointment of Compliance Officer

The Board of Directors of Sanctuary Medicinals appointed Geoffrey Lewis as Compliance Officer by Unanimous Written Consent on December 3, 2020. A copy of said unanimous Written Consent is attached here to as Exhibit A and incorporated by reference.

Operational Compliance Plan

Sanctuary Medicinals' operational compliance is attached hereto as Exhibit B and incorporated by reference as required by § 1.2(C)(4)(I) of the Regulations. Said operational compliance plan demonstrates Sanctuary Medicinals' understanding of and ability to comply with the requirements under the Act and the Regulations.

PATIENT CONFIDENTIALITY

Sanctuary Medicinals is committed to providing our patients and their caregivers with the highest quality service while maintaining patient confidentiality and privacy. It is imperative that all issues regarding our patients are held in strict confidence and in accordance with state and federal patient confidentiality laws including the Confidentiality of Health Care Communications and Information Act, §5-37.3 of the Rhode Island General Laws of 1956, as amended and the Health Insurance Portability and Accountability Act of 1996 ("HIPPA").

- (i) All files, lists and computer files are the sole and exclusive property of Sanctuary Medicinals. All information found in patient charts, files, lists, and computer files are confidential and constitute trade secrets of Sanctuary Medicinals. All agents are required not to disclose any such information to any other person and shall not share such information other than in connection with their employment at Sanctuary Medicinals.
- (ii) All personal data and medical notes are strictly confidential and may not be communicated to anyone without the patient's written consent.
- (iii) Patient records or other written documents are not to be left on counters, desks or open on computer screens where confidentiality could be compromised.
- (iv) Do not discuss a patient's illness with any staff member except your manager.
- (v) Do not discuss the medical treatment or personal information of patients outside of Sanctuary Medicinals.

(vi) Conversation that others overhear can be the basis for a violation of a person's privacy. Speak softly or privately with patients so that others do not overhear.

(vii) All agents must understand that the violation of a patient's privacy is grounds for immediate termination and must sign a form pledging confidentiality of patient information. This signed form will become a part of the agent's personnel record.

(viii) Release of a copy of a patient's record will only occur when a patient submits a written request specifying whether a portion of or all of the records are needed and said written request is approved by the dispensary manager. The patient's written request must be dated with the current date, to whom and to where a copy/copies are being sent. Said written consent shall be added to the patient's record immediately.

(ix) Do not remove or make copies of any patient records or of business records, reports or documents without express permission from management.

(x) Upon termination, agents are required to return any property in their possession that belongs to Sanctuary Medicinals. Employment with Sanctuary Medicinals assumes an obligation to maintain confidentiality even after leaving Sanctuary Medicinals.

The unauthorized disclosure of confidential information to anyone outside Sanctuary Medicinals concerning Sanctuary Medicinals' patients is cause for immediate termination.

SALES TO OUT-OF-STATE PATIENTS

Sanctuary Medicinals will supply all patients with medicinal cannabis and will ensure a compliant sale in accordance to R.I. Gen. Laws § 21-28.6-4(o) and § 1.6.3(E)(2)(a) of the Regulations. Sanctuary Medicinals will adhere to the following:

Each out-of-state patient shall be required to present a valid medical marijuana card or its equivalent issued by the applicable authority for the patient's home state and a valid government issued identification card matching the name on the patient's medical marijuana card.

Each patient verified pursuant to § 1.6.3(E)(2)(a) of the Regulations, shall complete an intake form (said form will be acceptable to RIDBR) which includes at the home state card registration number (or if the home state registration number is not available, a unique identifier assigned by Sanctuary Medicinals).

Sanctuary Medicinals shall log and track all transactions with each out-of-state patient cardholder in the Medical Marijuana Program Tracking System according to the issuing state's patient card registration number or the unique identifier assigned to that person by the compassion center.

Out-of-state patient information shall be maintained confidentially in accordance with § 1.6.6(D)(2) of the Regulations.

Sanctuary Medicinals shall provide each out-of-state patient cardholder with a notice regarding the requirements and prohibitions under the Act and 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.

Medical marijuana sales for delivery to a qualifying patient cardholder's residence are deemed permitted provided that such sales comply with § 1.6.9 of the Regulations.

To ensure patients are obtaining the correct information, Sanctuary Medicinals will include all the instructions for out of state patients on our website where there will also be a number for to call for patients to ask any questions they may have. The following message will be posted on Sanctuary Medicinals' website:

Out of state patients are welcome to purchase medical marijuana from any Sanctuary Medicinal location. Please bring your state issued ID or a passport and also your state issued medicinal marijuana card. If this is your first time as a patient with us, please be ready to fill out our New Patient form when you arrive or have one filled out before arrival. This form can be found under the Patient Information tab at the top of the page. Questions about a purchase? Please call and we will be happy to explain the limit of 2.5oz and how that will equate to the products you would like to purchase.

BADGE CONTROL/ACCOUNTABILITY

Sanctuary Medicinals will monitor all areas of the compassion center with state-of-the-art security cameras and every door will be locked with an electronic lock. All security cameras and electronic door locks will be connected to the Compassion Center's standby generator power source.

Sanctuary Medicinals' badge control system works as follows:

- Permanent badges are maintained by the Director of Security or a designated alternate.
- All permanent badge blanks are individually numbered with a sequential number on the front.
- All permanent badges contain a RFID chip that is programmed to allow certain levels of access to the compassion center.
- All permanent badges are recorded in a master log. When a permanent badge is issued to an employee, the name of the employee receiving the badge, its date of issue and its preprinted sequential number is logged and maintained by Sanctuary Medicinals as required by the recordkeeping requirements of the Regulations.
- Visitor badges are maintained by the Director of Security or a designated alternate.

- All visitor badges are individually numbered and are issued to specific individuals on their scheduled arrival at the compassion center.
- The type of badge issued is determined by the purpose of the visit and authorized access level.
- Upon issue, the badge number and the visitor's name is recorded in the visitor log.
- Upon departure, badges will be returned and the departure time is recorded on the visitor log. Badges will be checked to ensure the individual has returned the same badge issued.
- The visitor log will be maintained by Sanctuary Medicinals as required by the recordkeeping requirements of the Regulations.

Electronic Door Locks

- Sanctuary Medicinals employs a state-of-art keycard entry system. Each permanent badge is equipped with a RFID chip which determines the access level of Sanctuary Medicinals employees.
- Limited Access Areas of the compassion center will be identified and only those employees who's job function requires access will be granted access.
- Access Cards will be issued and accounted for in Sanctuary Medicinals' Access Card database and be maintained by Sanctuary Medicinals as required by the recordkeeping requirements of the Regulations.

AFFILIATIONS WITH LOCAL PATIENT AND COMMUNITY ORGANIZATIONS

Sanctuary Medicinals becomes a member of the community that our compassion center is located in. We believe that community engagement and outreach is key to creating an understanding of the foundation of excellence and innovation awareness that is the core of Sanctuary Medicinals' mission.

Sanctuary Medicinals community engagement will include patient education programs, provider education programs, neighborhood outreach and focused philanthropy. In addition, Sanctuary Medicinals will look to the community for assistance in hiring the many employees it will employ.

Once selected by RIDBR, Sanctuary Medicinals will assess the community and will announce a formal community engagement and philanthropic plan.

DRUG FREE WORKPLACE

Sanctuary Medicinals' shall provide a drug-free, healthful, and safe workplace for all agents. To promote this goal, agents are required to report to work in appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. This policy is violated when agents engage in the use and/or possession of illegal drugs and when they abuse alcohol and illegal drugs.

While on the premises of Sanctuary Medicinals and while conducting business-related activities of Sanctuary Medicinals, agents may not use, possess, distribute, sell or be under the influence of alcohol or illegal drugs.

Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered. The agent should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

AGENT REGISTRATION

All Sanctuary Medicinals' agents are required to apply for a registry identification card from RIDBR concurrent with the start of their employment. Agent registration cards are valid for one year from the date of issue and must be renewed in order to be employed by Sanctuary Medicinals. Changes to information (e.g. address, name change, etc.) must be reported to the RIDBR within five (5) business days.

In addition, all Sanctuary Medicinals' agents are required to submit to a criminal background check at the time of employment and on an annual basis. On-going employment is subject to the agent's ability to meet agent registration requirements set forth by the RIDBR. Criminal background reports will be kept separately from the agent's personnel record.

ATTENDANCE

Sanctuary Medicinals's successful operation depends in large part upon the regular and punctual attendance of each of its agents. You have an important job which fits into the pattern of company operations. Absences are undesirable because they affect your fellow agents and Sanctuary Medicinals's patients.

Agents are required to be at work for their scheduled start time. If agents anticipate being late, their manager should be notified prior to the scheduled start time in person, by telephone or e-mail. Agents are asked to arrive at work no more than 15 minutes early.

Sick agents should notify their manager prior to the start of the work day (preferably the night before if possible) if they are unable to come to work due to illness.

DRESS CODE

Dress, grooming, and personal cleanliness standards contribute to the morale of all agents and the image Sanctuary Medicinals presents to patients and visitors. During hours of operation, agents are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

EMPLOYMENT AT-WILL BASIS

All Agents of Sanctuary Medicinals, regardless of their classification or position, are employed on an at-will basis. This means that each agent's employment is terminable at the will of Sanctuary Medicinals or the agent at any time, for any reason, or no reason, and with or without notice.

Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the company shall in any way create an express or implied contract of employment or an employment relationship other than an at-will basis.

EMPLOYMENT CLASSIFICATIONS

The first three (3) months of employment at Sanctuary Medicinals for all agents are training period months. A supervisor may recommend that a new agent's employment be terminated at any time during the three (3) month training period if the overall evaluation of the person and the position warrants such action.

At the end of three (3) months the agent's performance will be appraised. At this appraisal, the supervisor will inform the agent that the agent will become a regular agent; that the trial period is being extended, or that at Sanctuary Medicinals no longer needs the agent's services.

For the sole purpose of determining the allowance of certain benefits, agents are classified as:

- (i) Regular Full-Time Agent – An agent who is scheduled to work an average of 30 or more hours per week on a regular and continuous basis. Regular Full-Time agents are eligible for the following benefits:
 - i. Paid Time Off (PTO)
 - ii. Holiday Time
 - iii. Health Insurance
 - iv. Retirement Plan
 - v. Bereavement Leave
 - vi. Jury Duty Leave; and
 - vii. Any other leave permitted by law

- (ii) Regular Part-Time Agent – An agent who is scheduled to work less than an average of 30 hours per week. Regular Part-Time agents may be eligible for the following benefits on a prorated basis according to regularly scheduled hours worked:
 - i. Paid Time Off (PTO)
 - ii. Holiday time; and
 - iii. Any other leave permitted by law

For payroll purposes agents will be classified as one of the following:

- (i) Exempt Agents – Certain agents such as executive and administrative agents are paid on a salary basis for all hours worked each week. These agents are expected to work whatever hours are required to accomplish their duties, even if it exceeds the normal workweek. No overtime pay will be paid to exempt agents.
- (ii) Non-Exempt Agents – All agents who are not identified as exempt agents are considered non-exempt agents. Non-exempt agents are eligible for payment of overtime premium pay.

ELECTRONIC COMMUNICATIONS

Sanctuary Medicinals uses various means of electronic communication in its normal course of business. The purpose of this policy is to describe Sanctuary Medicinals' general rules regarding use of electronic communications.

E-mail: Sanctuary Medicinals operates a corporate e-mail system through Microsoft. As such, Sanctuary Medicinals' email system should be used exclusively to discuss and conduct business related activities. Agents must use Sanctuary Medicinals' email system to create, send, receive, and store all work-related emails; they cannot use personal email accounts to create, send, receive, or store work related email.

Sanctuary Medicinals agents should not expect any privacy when using the corporate email system and are expected to abide by Sanctuary Medicinals' harassment policy and any other applicable policies when sending emails over the corporate email system.

Internet: Email and internet communications are not private. Email and internet access are valuable communication and research tools for conducting Sanctuary Medicinals' business. Because Sanctuary Medicinals provides agents with these tools, agents and members of Sanctuary Medicinals do not have a reasonable expectation of privacy in email and internet communications. Sanctuary Medicinals has the right to view and disclose all electronic communications including email and internet access activity.

Sanctuary Medicinals agents may not knowingly transmit, receive, or store any communication that; (i) is discriminatory, harassing, defamatory, or otherwise prohibited by federal law, (ii) appears derogatory and/or obscene, (iii) is a chain letter, joke, solicitation, offer to buy/sell goods, or other non-business related material of frivolous or trivial nature, and/or (iv) reveals company trade secrets, confidential information regarding patients, or other information that could harm Sanctuary Medicinals.

Social Media: Agent use of social media (e.g. Facebook, Instagram, message boards, personal blogs, etc.) is prohibited during work time and through Sanctuary Medicinals' owned and operated systems. Sanctuary Medicinals recognizes that agents may own various forms of electronic communication equipment (e.g. cell-phones, smart phones, etc.) that provide access to the internet and social media websites. Agents can only use personal electronic communications equipment and devices at the workplace according to Sanctuary Medicinals' electronic communications policy and other harassment policies in this handbook.

Agents who use social media should be mindful of their responsibilities towards Sanctuary Medicinals and fellow co-workers at all times. Once content is posted online, it is no longer under the author's control. Sanctuary Medicinals strives to maintain a professional work environment and considers harassment in all forms to be a serious offense in violation of Sanctuary Medicinals' harassment policy.

Cell phones are not permitted in any work-related area. Taking pictures or videos of any work-related areas is strictly prohibited.

Agents that violate Sanctuary Medicinals' electronic communication policy are subject to discipline and could lead to termination. Additionally, agents who use Sanctuary Medicinals' electronic communication systems for illegal or fraudulent purposes are subject to legal action by appropriate local, state and federal authorities.

AGENT PRIVACY

In collecting, maintaining, and disclosing personnel information, Sanctuary Medicinals makes every effort to protect agents' privacy rights and interests and prevent inappropriate or unnecessary disclosures of information from any worker's file or record.

Sanctuary Medicinals treats personal information about agents as confidential and respects the need for protecting each agent's privacy by enforcing secure information handling procedures on the part of all personnel whose job duties involve gathering, retaining, using, or releasing personal information about Sanctuary Medicinals agents.

On occasion, Sanctuary Medicinals must provide information from its personnel records and files to federal, state, and local government agencies in accordance with reporting requirements imposed by such agencies. In the event a government agency requests information beyond which it normally requires, Sanctuary Medicinals ordinarily advises the affected agents of the agency's request unless the request occurs in the course of an agency investigation or if an agency asks Sanctuary Medicinals to keep such a request confidential.

In response to an information request from an outside organization or individual, Sanctuary Medicinals normally verifies only the employment status and dates of employment for former or present agents. Sanctuary Medicinals does not provide any other information unless and until it receives a written request from the agent or former agent.

ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

Sanctuary Medicinals will promote a workplace that is free of harassment based on race, color, religion, creed, national origin, sex, age, ancestry, sexual orientation, genetics, pregnancy, marital status, gender identity/expression, disability, handicap, military obligations, veteran status, participation in discrimination complaint-related activities or any other category protected by law ("protected class status"). Harassment of agents occurring in the workplace or in other settings in which agents may find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by agents.

Sanctuary Medicinals takes allegations of harassment seriously, we will respond promptly to complaints of harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or other harassment.

Definition of Sexual Harassment

In Rhode Island, the legal definition for sexual harassment is as follows:

"sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of

creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities; and
- Dissemination in the workplace of sexually-explicit voice mail, e-mail, graphics, downloaded material or websites.

All agents should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

Complaints of Harassment

If any of our agents believes that he or she has been subjected to harassment, the agent has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting your manager or HR representative. This person is also available to discuss any concerns you may have and to provide information to you about our policy on harassment and our complaint process.

Harassment Investigation

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

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

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our agents, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

State and Federal Remedies

In addition to the above, if you believe you have been subjected to unlawful harassment, you may file a formal complaint with either or both of the government agencies set forth below.

Using our complaint process does not prohibit you from filing a complaint with these agencies.

1. The United States Equal Employment Opportunity Commission ("EEOC")
475 J.F.K. Federal Building
Government Center
Boston, MA 02203-0506
(617)-565-3200

2. Office of Diversity, Equity & Opportunity
One Capitol Hill
Providence, RI 02908
Phone: (401) 222-6398
TTY (Relay RI): 711

OCCUPATIONAL SAFETY PROGRAM

Safety is a top priority at Sanctuary Medicinals. To assist in providing a safe and healthful work environment for agents, patients and visitors, Sanctuary Medicinals has established workplace safety programs.

Sanctuary Medicinals provides information to agents about workplace safety and health issues through internal communication channels such as agent meetings, bulletin board postings, memos, or other written communications.

Each agent is expected to obey safety regulations and to exercise caution in all work activities. Agents must immediately report any unsafe condition to the appropriate manager. Agents who engage in unsafe behavior, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, agents should immediately notify any member of the Sanctuary Medicinals management

team. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

AGENT/PERSONNEL RECORDS

As required by RIDBR, Sanctuary Medicinals will maintain a personnel record for each dispensary agent. Personnel records will be maintained by Sanctuary Medicinals for a minimum of 12 months after the agent's affiliation with Sanctuary Medicinals concludes. At a minimum, the personnel record will contain the following:

- (i) Documents submitted to RIDBR for the purposes of obtaining/maintaining agent registration;
- (ii) Documentation of verification of references;
- (iii) Job description that details duties, authority, responsibilities, qualifications, and supervision;
- (iv) Offer letter or employment contract;
- (v) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the agent indicating the date, time and place the training was received, the topics discussed and the name and title of the presenter(s);
- (vi) A copy of the application that Sanctuary Medicinals submitted to RIDBR on behalf of the prospective agent;
- (vii) Documentation of periodic performance evaluations; and
- (viii) A record of any disciplinary action taken.
- (ix) Note: CORI reports will be maintained separately from an agent's personnel record.

WORKPLACE VIOLENCE

Sanctuary Medicinals does not tolerate acts of workplace violence committed by or against agents, visitors, or guests. Sanctuary Medicinals strictly prohibits agents from making threats or engaging in violent acts. Prohibited conduct includes, but is not limited to:

- (i) injuring another person physically,
- (ii) engaging in behavior that creates a reasonable fear of injury in another person,
- (iii) engaging in behavior that subjects another individual to extreme emotional distress,
- (iv) threatening to injure an individual or damage property and
- (v) committing acts motivated by, or related to sexual harassment.

In addition, Sanctuary Medicinals is sensitive to issues of domestic violence and the potential danger it poses to our agents and our workplace. Accordingly, Sanctuary Medicinals will contact the appropriate law enforcement authorities in the event of any threatening behavior or act of violence against agents, visitors or guests of Sanctuary Medicinals, and to initiate criminal prosecution, if appropriate.

Agents are prohibited from carrying any guns, knives, or other items which could be considered weapons while on duty. In addition, Sanctuary Medicinals agents who hold a license to carry a concealed weapon are prohibited from carrying a weapon while on duty.

WHISTLEBLOWER POLICY

If an agent believes or has knowledge that a Sanctuary Medicinals' agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing cash, or any other activity which jeopardizes Sanctuary Medicinals' assets or agents, they should immediately report the incident to the Director of Security, Chief Executive Officer, or your immediate manager. Illegal activities by others with whom Sanctuary Medicinals has a relationship (including but not limited to vendors, independent contractors, patients, etc.) should also be reported.

The Chief Executive Officer will lead the investigation, with assistance from the Director of Security and the agent's manager, if necessary. Investigations will be completed as discreetly and confidentially as is determined to be practical. If it is determined that an agent engaged in illegal or prohibited activity, Sanctuary Medicinals will take appropriate disciplinary measures against the offending agent(s) including notifying the RI State Police, Providence Police and RIDBR. Disciplinary measures include but are not limited to warnings, suspensions, and termination. Agents who report violations and/or cooperate with an investigation will not be subject to retaliation. The Chief Executive Officer will inform the agent who made the complaint of the results of the investigation upon its completion.

It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent's employment. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Chief Executive Officer.

COMPLIANCE TESTING POLICIES/PROCEDURES

Sanctuary Medicinals will purchase its inventory from local licensed cultivators pursuant to the Regulations who demonstrate the highest level of professionalism.

Sanctuary Medicinals will ensure that all inventory purchased from a cultivation facility has been tested at/by a third-party ISO accredited laboratory and is accompanied by a Certificate of Analysis ("COA"). Sanctuary Medicinals CCO will review each COA to ensure all inventory purchased is free from contaminants and meets the standards established by 216-RICR-60-05-6 of the RIDOH testing regulations. Sanctuary Medicinals will require inventory testing for the following:

Cultivation Contaminate Concerns:

- Non-organic pesticide residues, metals, and other organic chemicals (e.g., PCBs) taken up by plants from soil/growing media.

- Non-organic pesticides, metals, and other organic chemicals taken up by plants from water source.
- Non-organic pesticides applied to plants in noncompliance.
- Unidentified non-organic pesticides, metals, and other chemicals in non-pesticide agricultural or hydroponic products.
- Fungi/microbes growing on plants or equipment.

Soil and Other Solid Media:

- Pesticides
- Metals, and other organic chemicals (e.g., PCBs)

Water Sources:

- Pesticides
- Metals
- Bacteriological contaminants

Production Stage/Product Contaminants of Concern Required Testing

Finished Plant Material:

- Contaminants remaining from cultivation.
- Fungal/microbial growth during finishing.

All Production Batches:

- Pesticides and plant growth regulators.

Production Batches to be Dispensed as Finished Medical Marijuana Product:

- Metals
- Bacteria/fungi/mycotoxins
- Cannabinoid profile

Cannabis Resin:

- Contaminants remaining from cultivation.
- Solvents if used to extract Resin.
- Fungal/microbial growth during production.

All Production Batches:

- Solvents (if used)
- Metals

Only Production Batches to be Dispensed as Medical Marijuana Product:

- Bacteria/fungi/mycotoxins
- Cannabinoid profile

Cannabis Concentrates:

- Contaminants remaining from cultivation.
- Solvents used to extract oil.
- Fungal/microbial growth during production.

All Production Batches:

- Solvents
- Metals

Only Production Batches to be Dispensed as Medical Marijuana Product:

- Bacteria/fungi/mycotoxins
- Cannabinoid profile

Marijuana infused products:

- Contaminants in finished marijuana ingredients.
- Fungal/microbial growth during production.

All Production Batches:

- Bacteria/fungi/mycotoxins
- Cannabinoid profile

Policies & Procedures to Ensure Compliance with Prohibited Financial Interests

It shall, first and foremost, be the responsibility of the Board of Directors of Sanctuary Medicinals to ensure that it is compliant with the Act and the Regulations as well as any and all other statutes or regulations that may be applicable to the business operation. The Chief Compliance Officer appointed by the Board of Directors is responsible for ensuring that the policies of Sanctuary Medicinals are adhered to and that there is a culture of responsibility instilled in senior management, the employees and every aspect of the daily operation of the compassion center.

Sanctuary Medicinals shall engage the requisite Rhode Island licensed professional consultants (attorney and certified public accountant) that will advise the Board of Directors and senior management on issues relating to compliance with the Act, the Regulations and matters involving the RI Division of Taxation.

Sanctuary Medicinals will conduct an audit of its operations and financial operations and record keeping on an annual basis.

Non-Profit Organization

Sanctuary Medicinals is organized pursuant to the RI Non-Profit Corporation Act and as required by the Act and the Regulations. It shall be the Chief Compliance Officer's responsibility to ensure that Sanctuary Medicinals is compliant with the Act and the Regulations on a continuing basis. The Chief Compliance Officer and senior management mutually responsible ensuring that it is complying with the provisions of R.I. Gen. Laws § 21-28.6-12(f) relative to product pricing.

EXHIBIT A

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SANCTUARY MEDICINALS

(a non-profit corporation organized pursuant to RIGL, as amended, §7-6-1 et seq.)

The undersigned, constituting the entire membership of the Board of Directors of Sanctuary Medicinals, a Rhode Island non-profit corporation (the "Corporation"), hereby takes the following action by unanimous written consent and adopts the following resolutions:

RESOLVED: That the Corporation be and hereby is, authorized, empowered and directed to file an application or applications for Medical Marijuana Compassion Center License(s) with the Rhode Island Department of Business Regulation, Office of Cannabis Regulation on or before December 15, 2020.

RESOLVED: That the President of the Corporation be and hereby is, authorized, empowered and directed to perform all things and to execute any and all documents deemed necessary to effectuate the Corporation's application for Medical Marijuana Compassion Center License(s) to be filed with the Rhode Island Department of Business Regulation, Office of Cannabis Regulation on or before December 15, 2020.


RESOLVED: That the President of the Corporation be and hereby is, appointed to serve as the Corporation's Compliance Officer as required by §1.2(C)(4)(1) of Title 230 Rhode Island Code of Regulations Chapter 80 subchapter 05 (the "Regulations").

RESOLVED: That the President of the Corporation be and hereby is, authorized, empowered and directed to perform all things and to execute any and all documents deemed necessary in the capacity of Compliance Officer required by the Regulations.

Executed and made effective as of the 3rd day of December, 2020.



Geoffrey Lewis, Director



Mark Pelson, Director



Francis X. McMahon, Director

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

12/11/2020

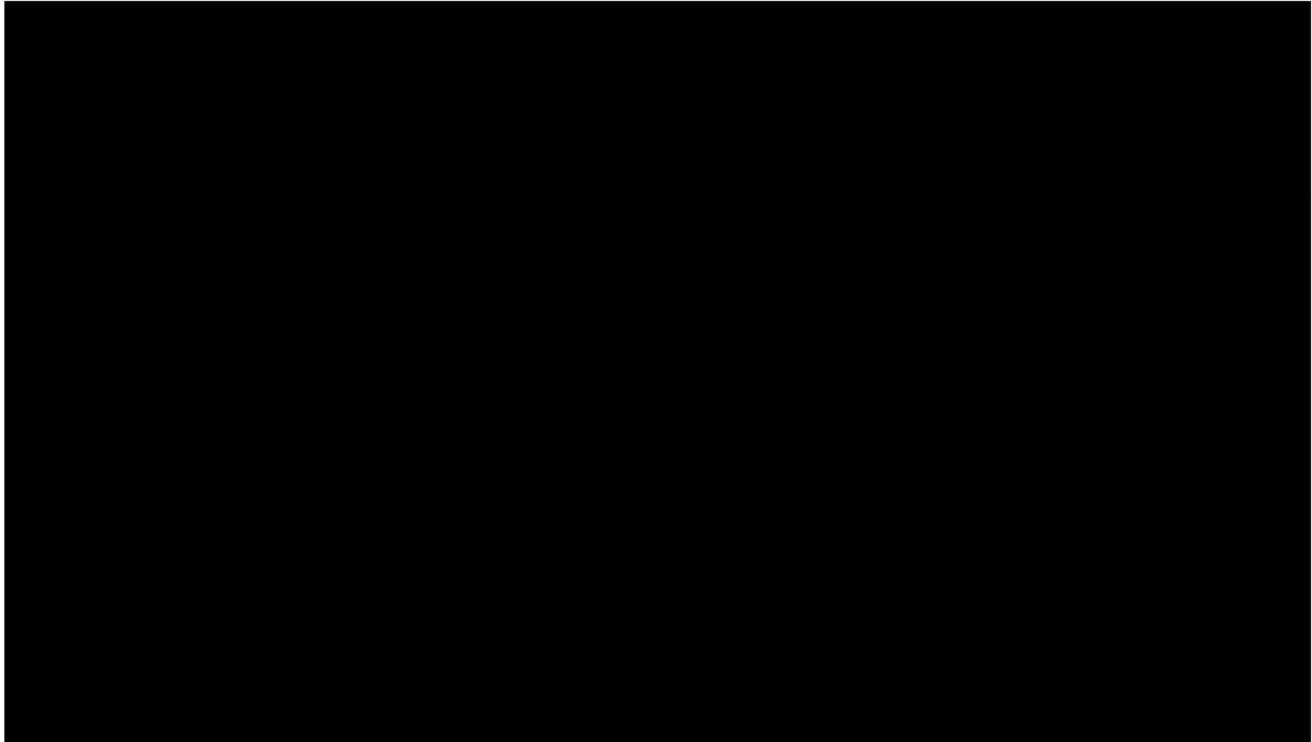
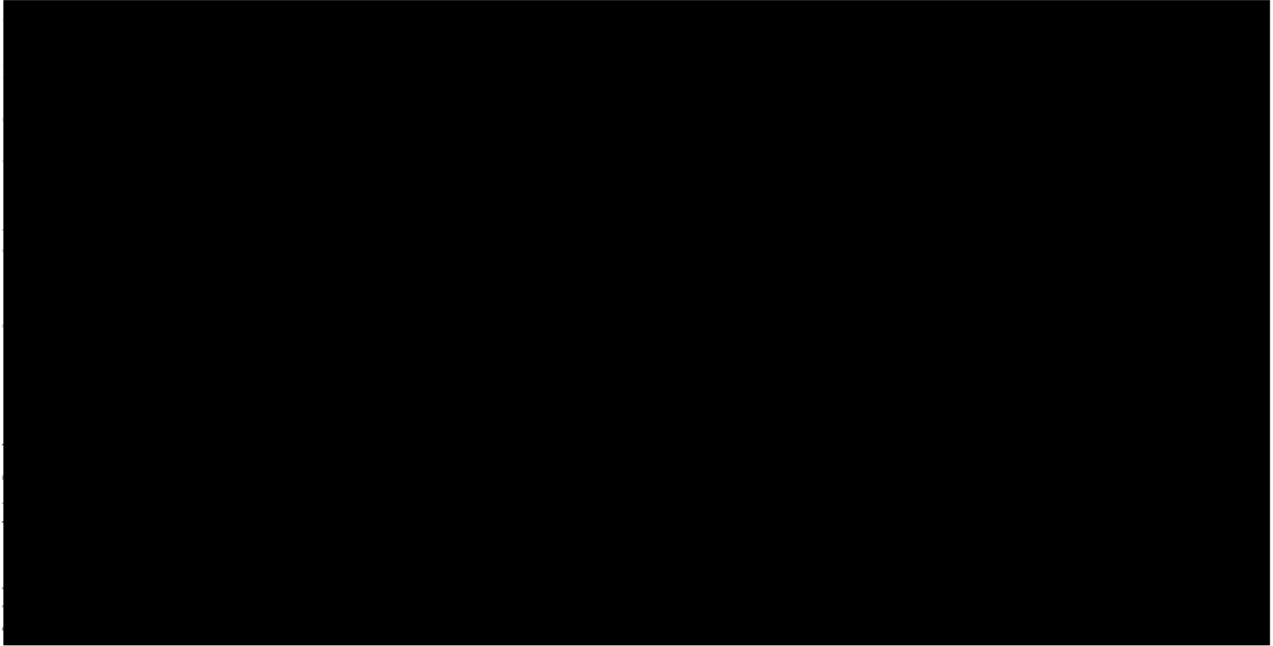
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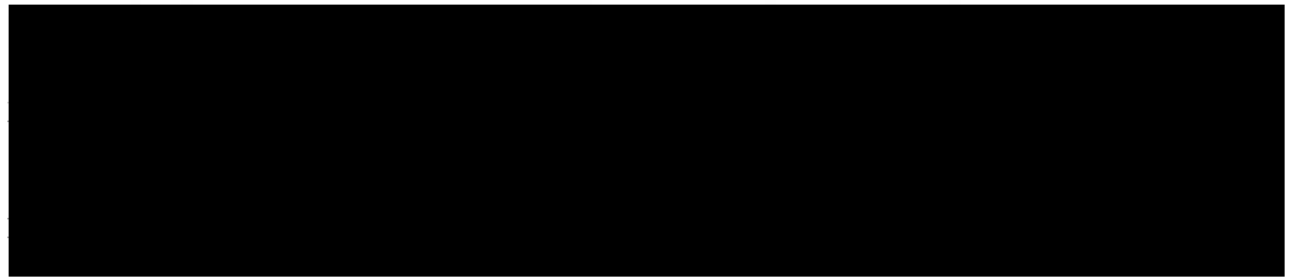
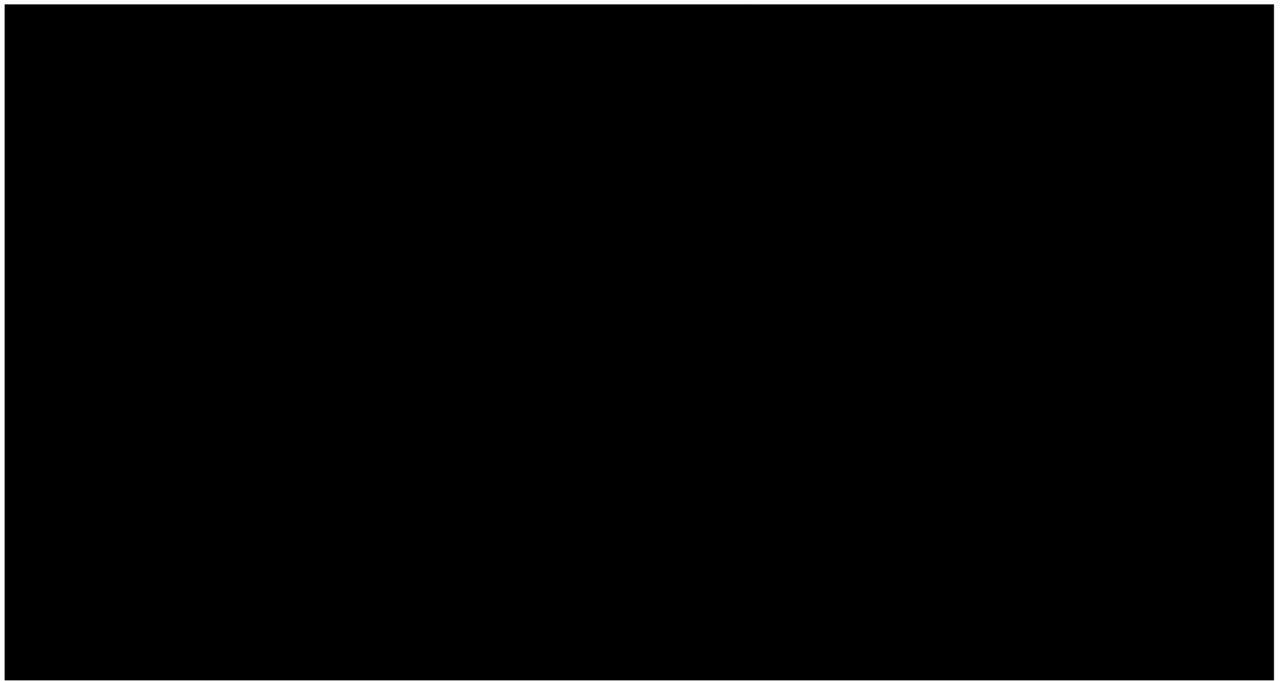
Geoffrey Lewis

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Sanctuary Medicinals

CC Exhibit C

Business Plan



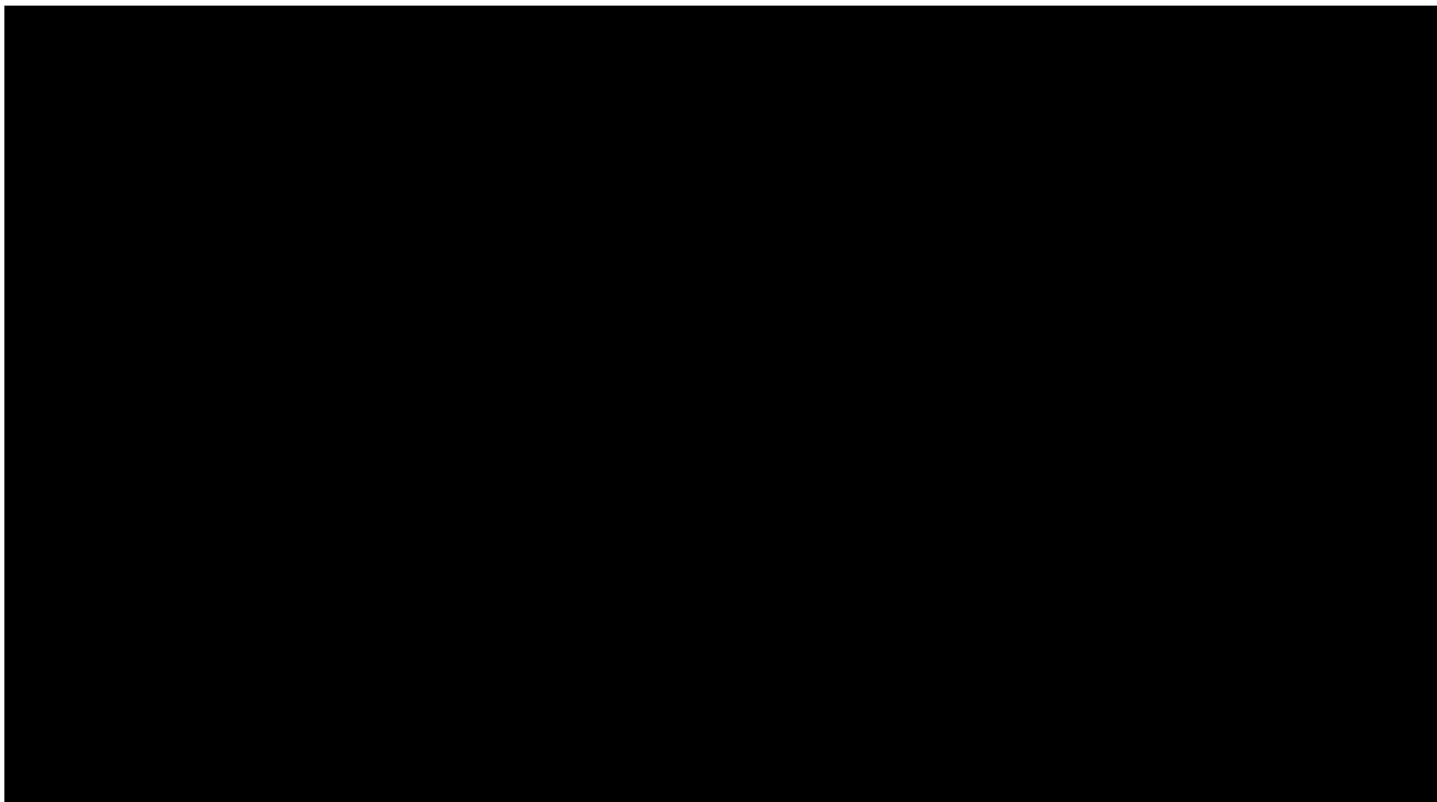
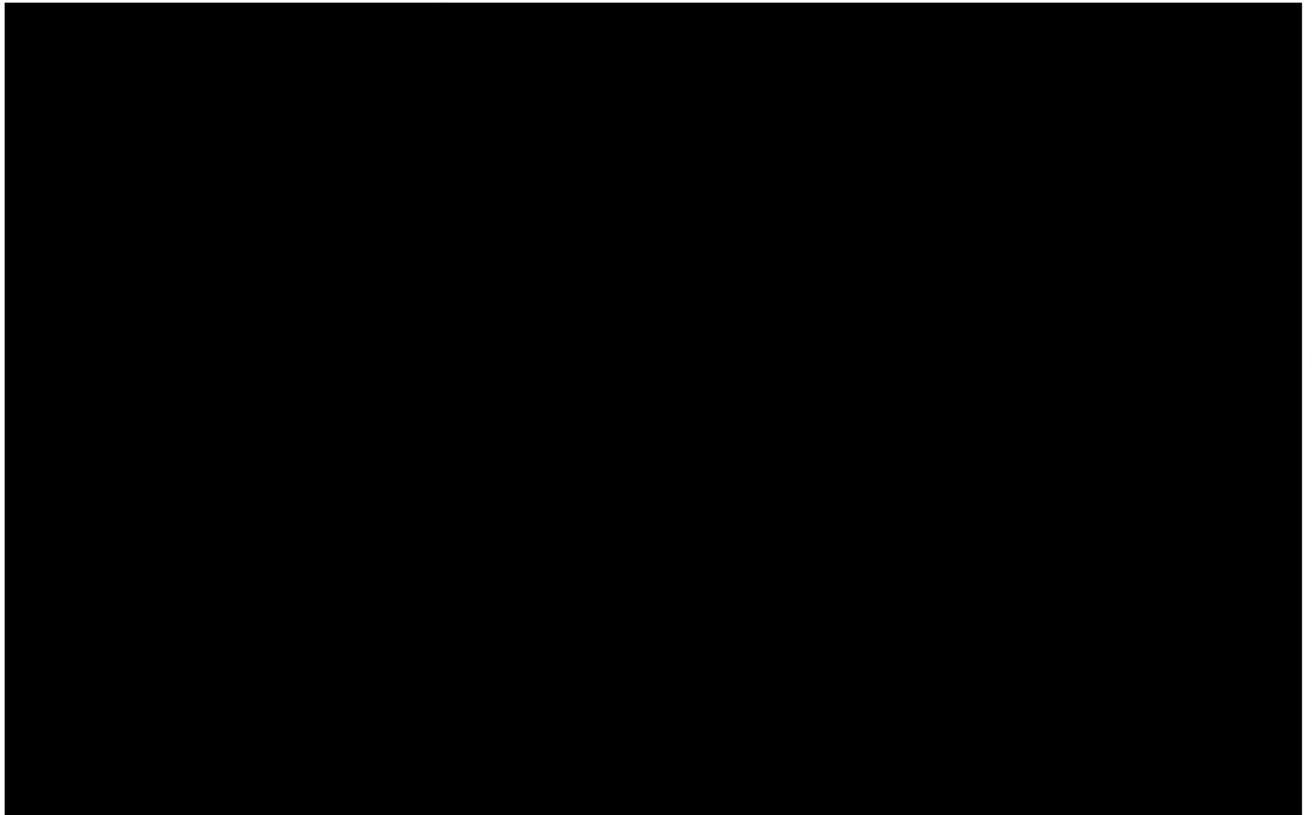




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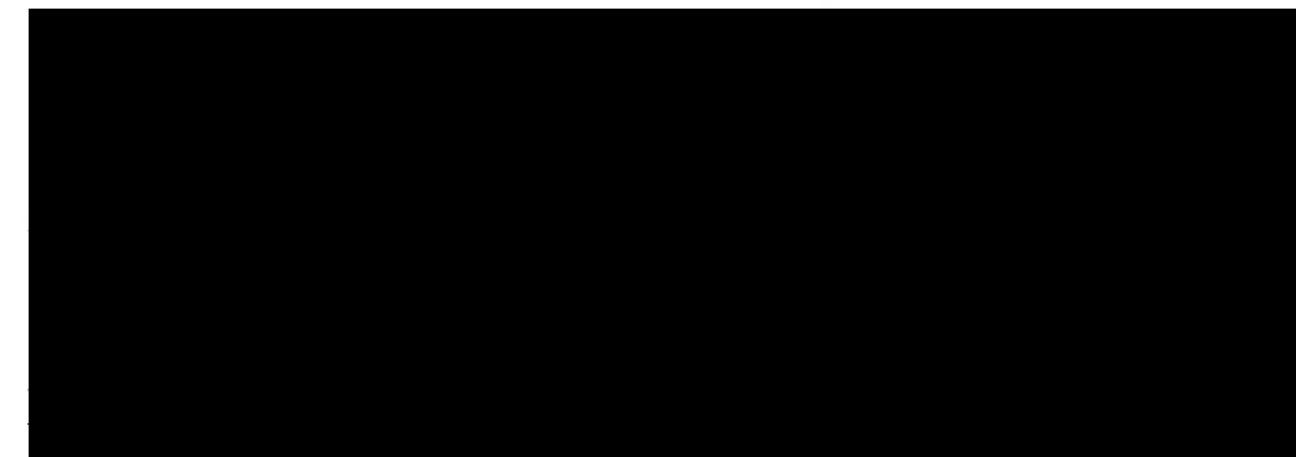
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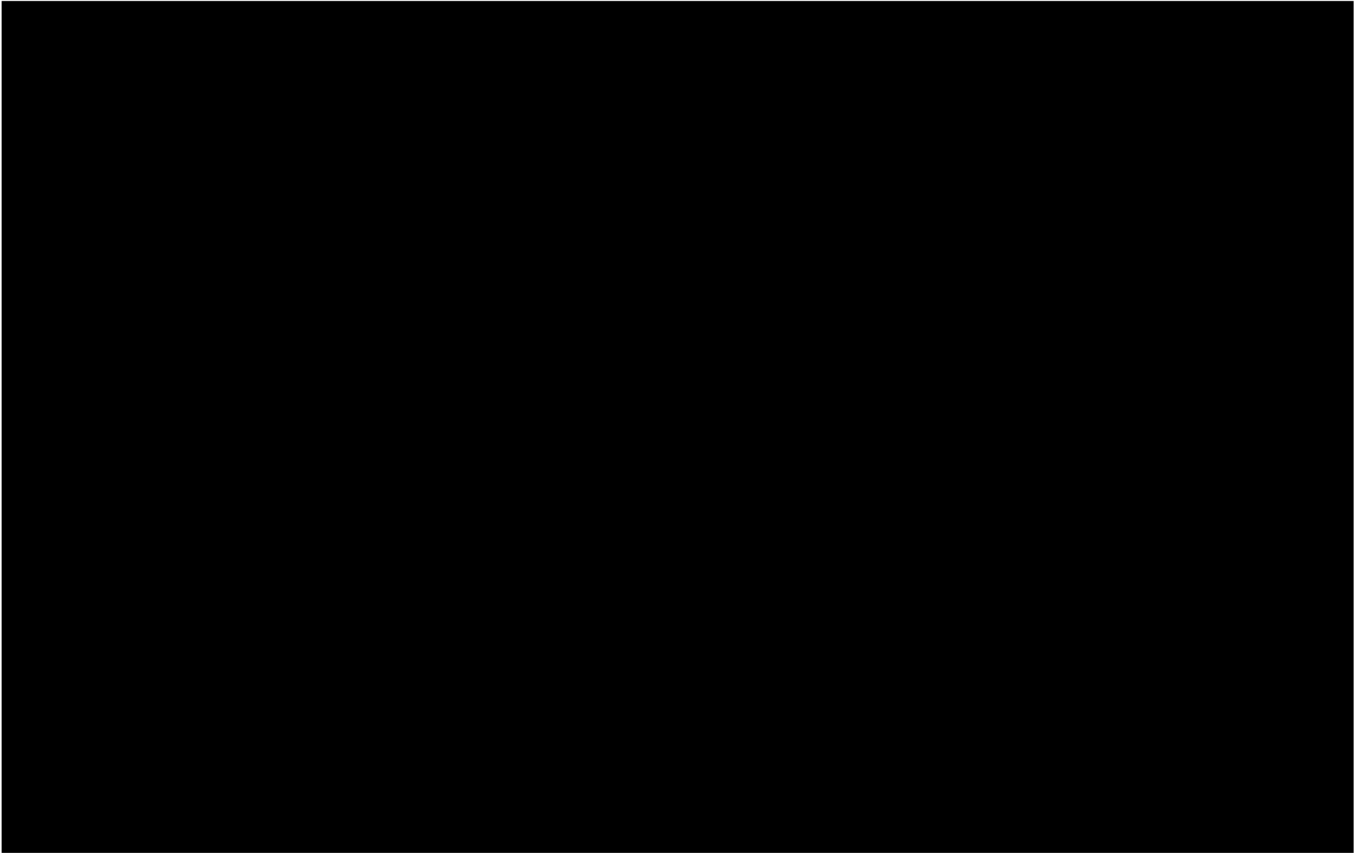
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PROCESSES FOR Veterans or parents with disabilities

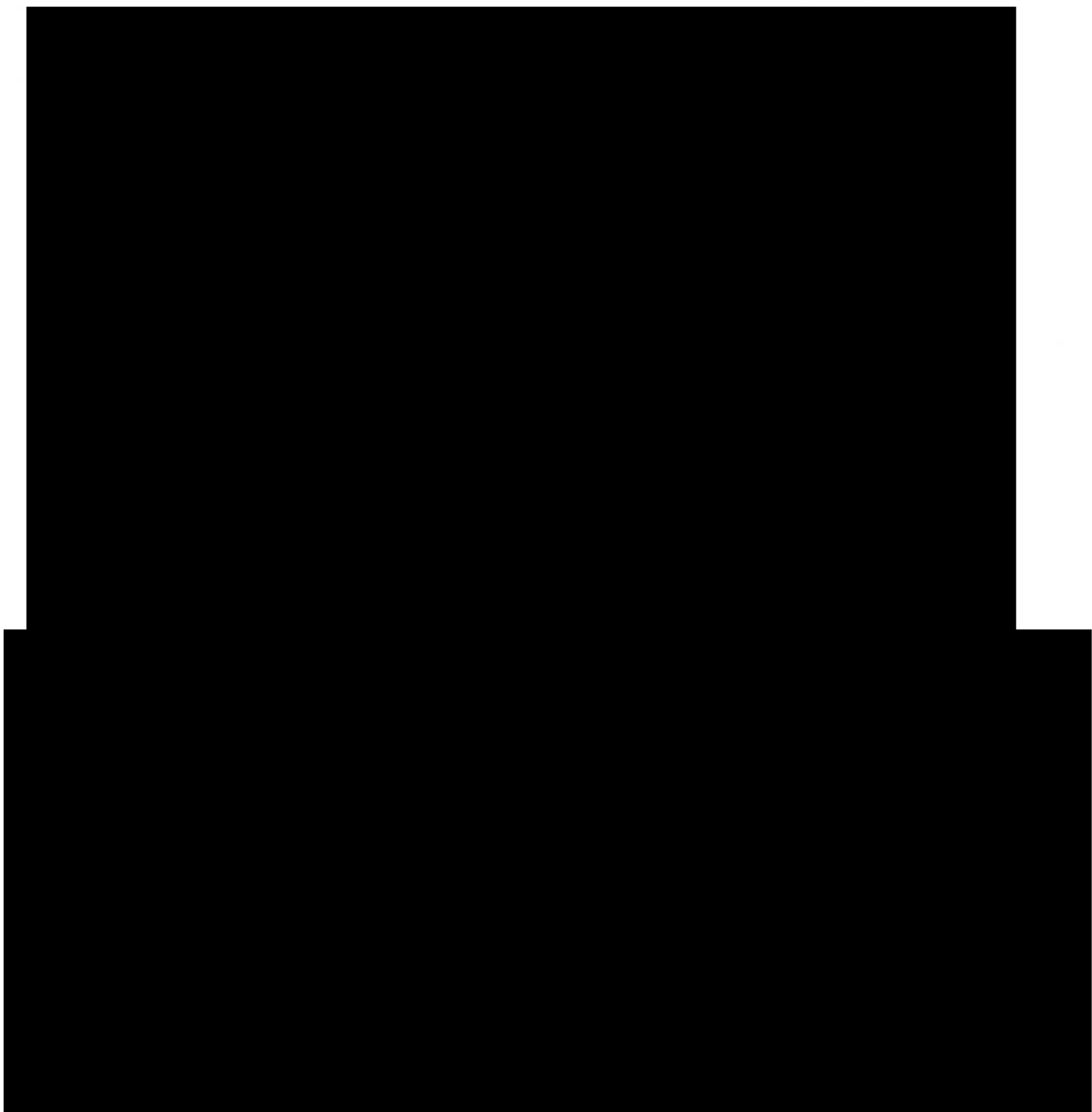
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[REDACTED]

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INVESTMENT REPORT
November 1, 2020 - November 30, 2020



GEOFFREY E LEWIS

Your Advisor/Agent

Brokerage THE GEOFFREY E LEWIS TRUST [REDACTED] GEOFFREY E LEWIS TRUSTEE
Your Financial Advisor: [REDACTED]

► Account Number: [REDACTED]

Your Account Value: \$2,251,720.14

Change from Last Period: ▲ \$112,241.95

	This Period	Year-to-Date
Beginning Account Value	\$2,139,478.19	-
Additions	-	340,158.76
Subtractions	-	-108.48
Transfers Between Fidelity Accounts	-	1,707,284.59
Net Adjustments	-	8,415.77
Change in Investment Value *	112,241.95	195,969.50
Ending Account Value **	\$2,251,720.14	\$2,251,720.14
Accrued Interest (AI)	1,707.18	
Ending Account Value Incl. AI	\$2,253,427.32	

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.

** Excludes unpriced securities.

You may waive your 2020 required minimum distribution (RMD) for calendar year 2020. The CARES Act suspends RMDs for 2020 for certain defined contribution plans and IRAs. For more information, visit www.Fidelity.com/COVID

Your Advisor is an independent organization and is not affiliated with Fidelity Investments. Brokerage services provided by **Fidelity Brokerage Services LLC (FBS)**, Member NYSE, SIPC (800) 544-6666. Brokerage accounts carried with **National Financial Services LLC (NFS)**, Member NYSE, SIPC.

EXHIBIT A



JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

MARK PELSON ACCT. [REDACTED]
For the Period 11/1/20 to 11/30/20

Asset Account

J.P. Morgan Team		Table of Contents	Page
[REDACTED] Client Service Team	Investment Specialist [REDACTED]	Account Summary Holdings	2
		Alternative Assets	4
		Cash & Fixed Income	6
		Portfolio Activity	9
		[REDACTED]	

Please see disclosures located at the end of this statement package for important information relating to each J.P. Morgan account.

INVESTMENT PRODUCTS ARE: * NOT FDIC INSURED * NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY,
JPMORGAN CHASE BANK, N.A. OR ANY OF ITS AFFILIATES * SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED

J.P. Morgan



MARK PELSON ADCT. [REDACTED]
For the Period 11/1/20 to 11/30/20

Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Alternative Assets	952,448.24	952,448.24	0.00		23%
Cash & Fixed Income	3,160,872.79	3,203,851.72	42,978.93	69,512.36	77%
Market Value	\$4,113,321.03	\$4,156,299.96	\$42,978.93	\$69,512.36	100%
Accruals	24,633.91	25,359.62	725.71		
Market Value with Accruals	\$4,137,954.94	\$4,181,659.58	\$43,704.64		

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	4,113,321.03	3,895,470.44
Securities Transferred In		763,279.82
Securities Transferred Out		(763,279.82)
Net Contributions/Withdrawals	\$0.00	\$0.00
Income & Distributions	86,150.50	177,849.51
Change In Investment Value	(43,171.57)	82,980.01
Ending Market Value	\$4,156,299.96	\$4,156,299.96
Accruals	25,359.62	25,359.62
Market Value with Accruals	\$4,181,659.58	\$4,181,659.58

Asset Allocation

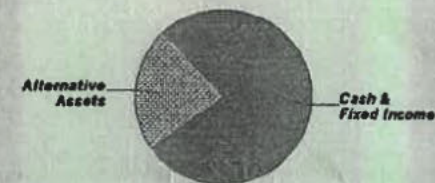


EXHIBIT A

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]



Signature of Authorized Signatory

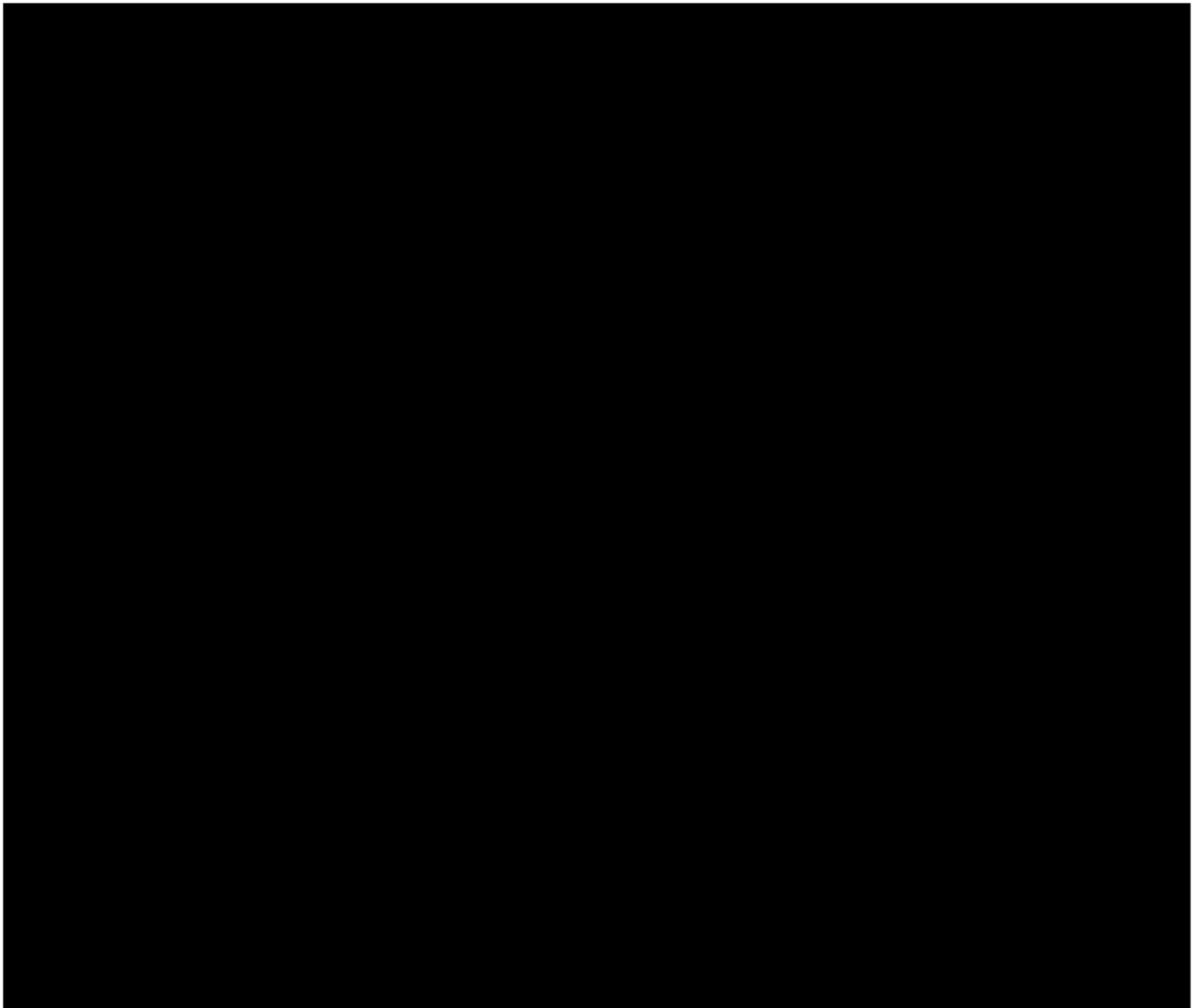
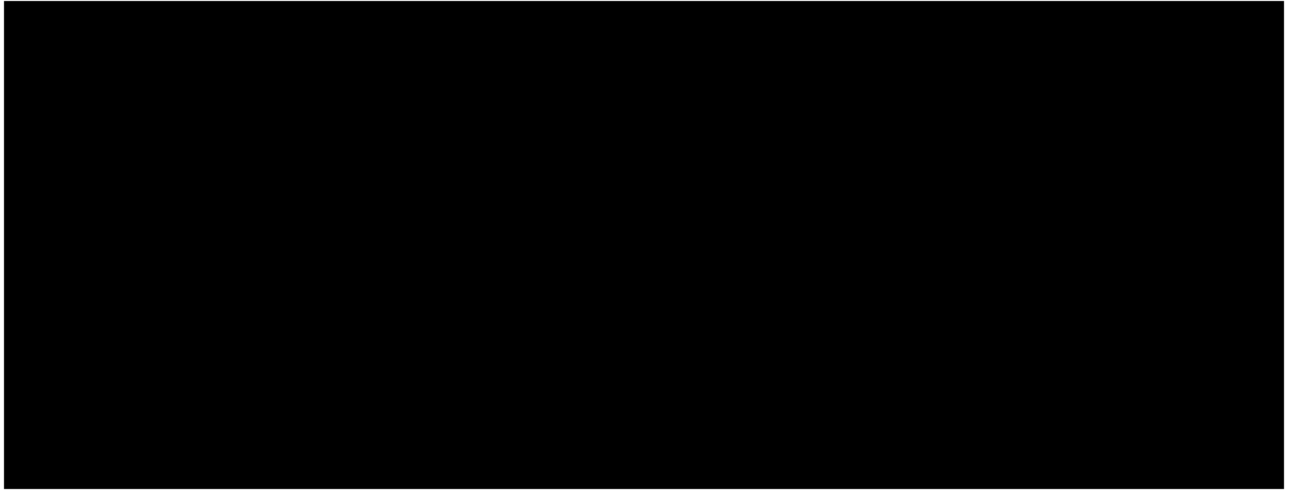
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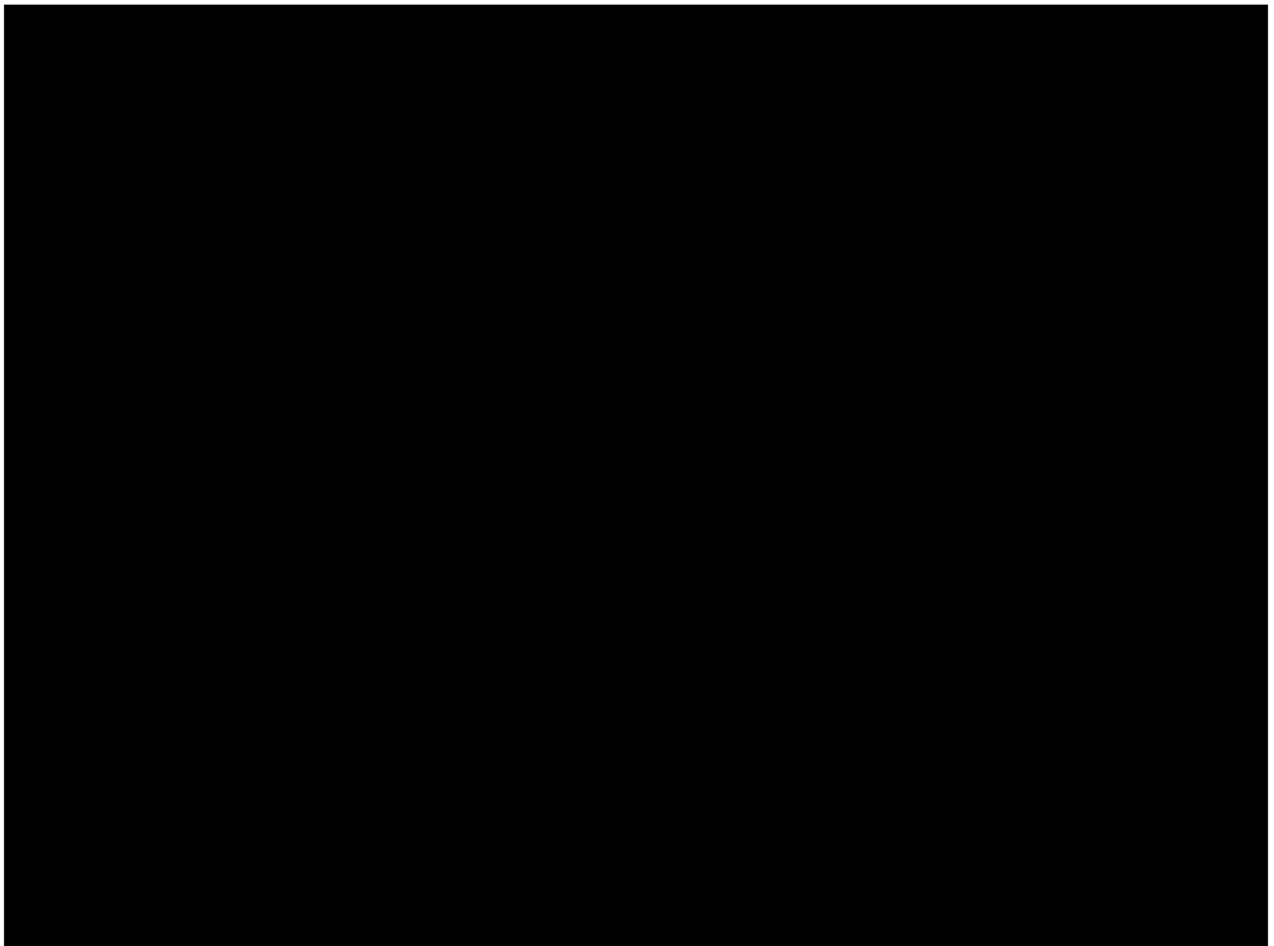
Date

Geoffrey Lewis

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Sanctuary Medicinals

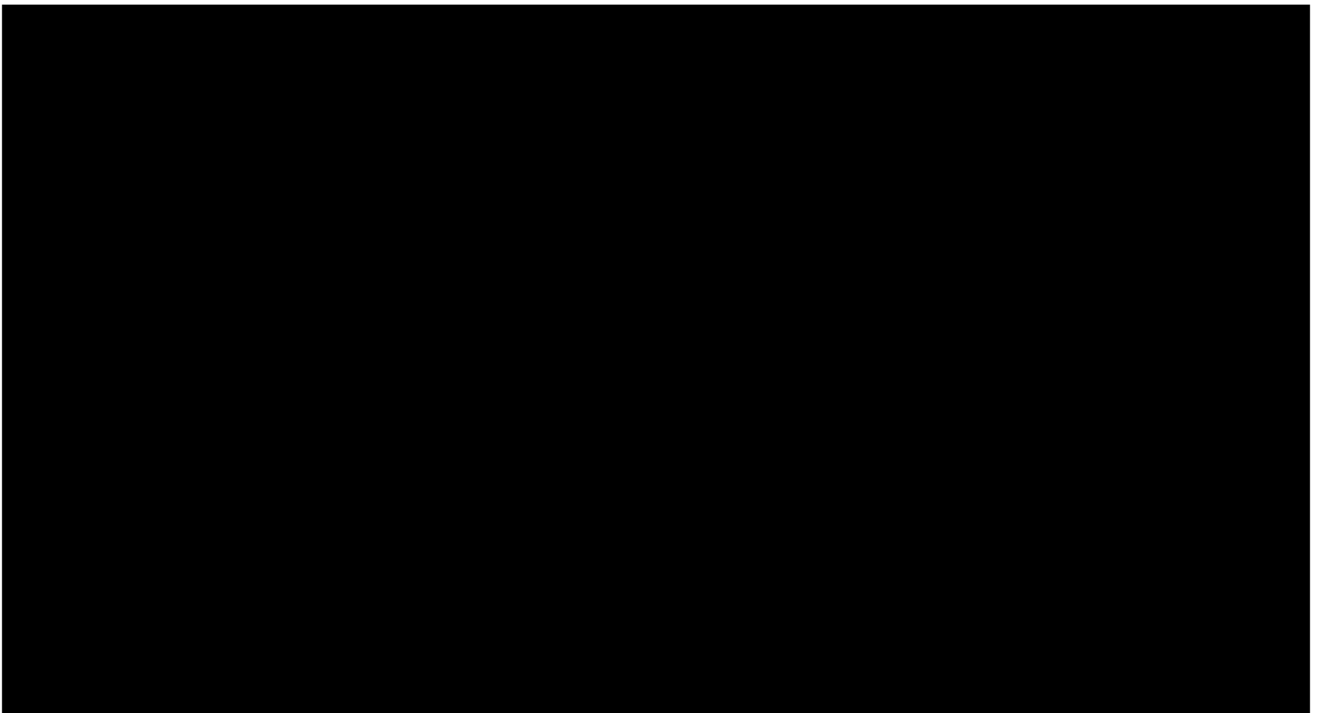
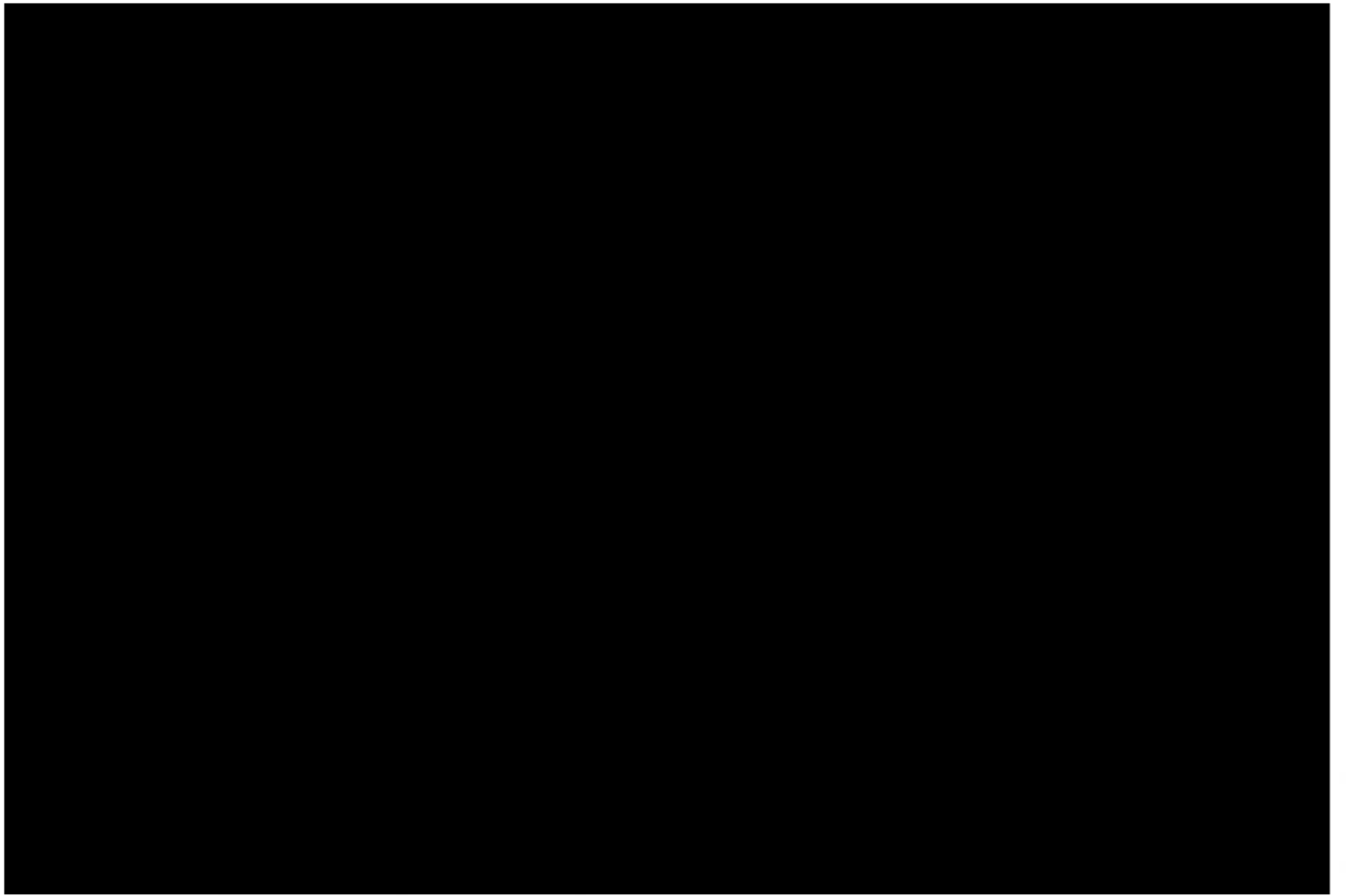
CC Exhibit D
SECURITY AND SAFETY PLAN

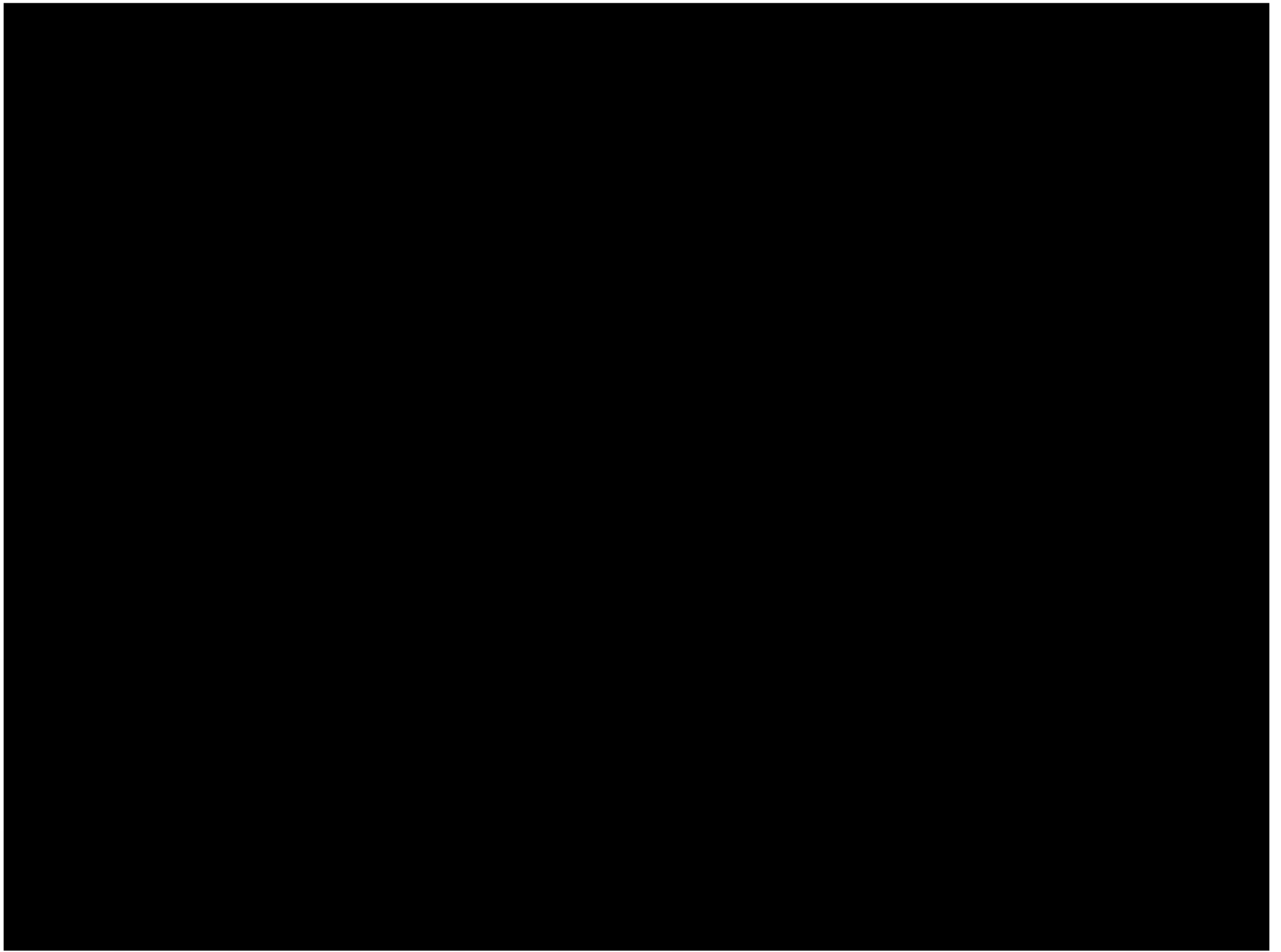




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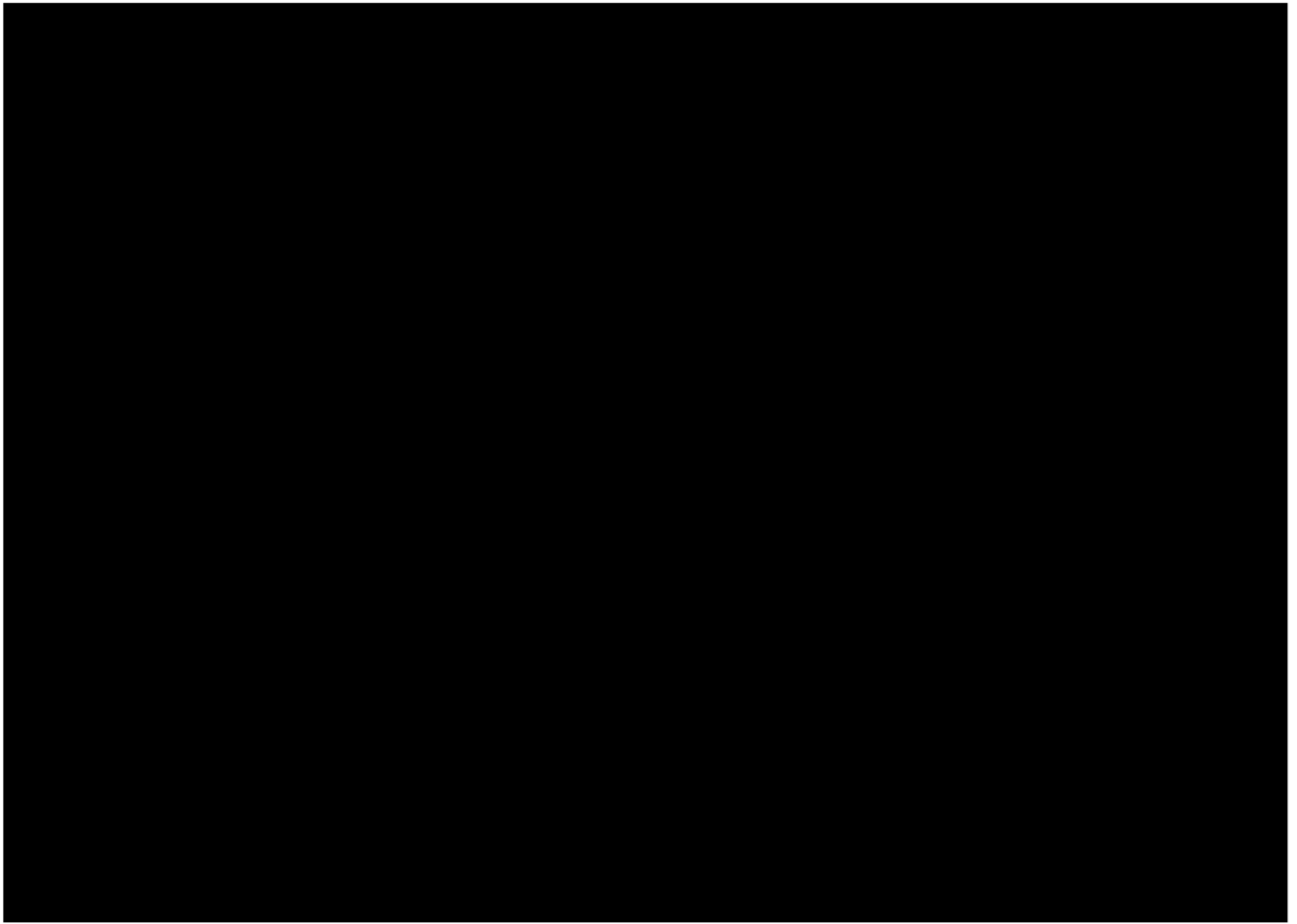


1. *Journal of the American Medical Association*, 2000; 283: 2689-2695.

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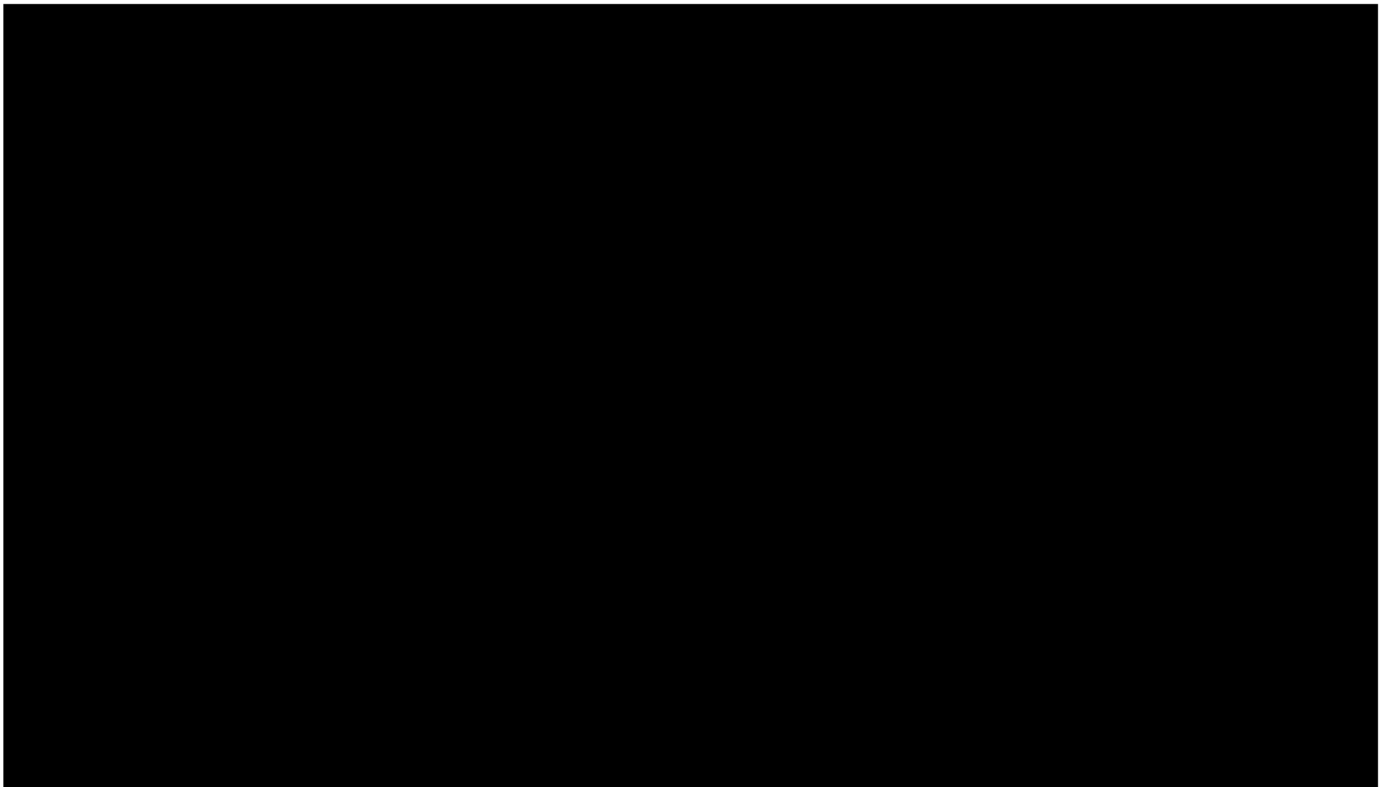
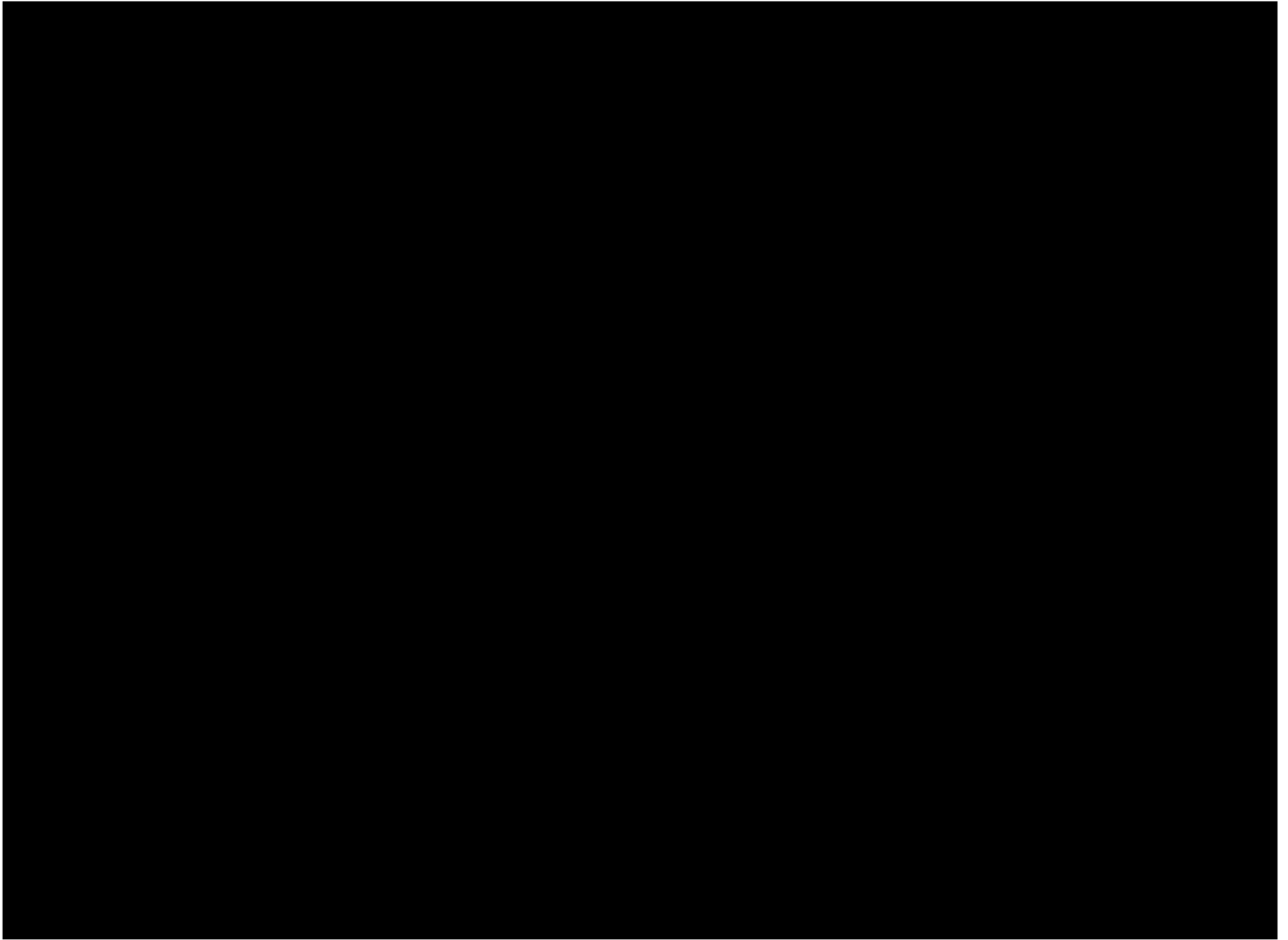
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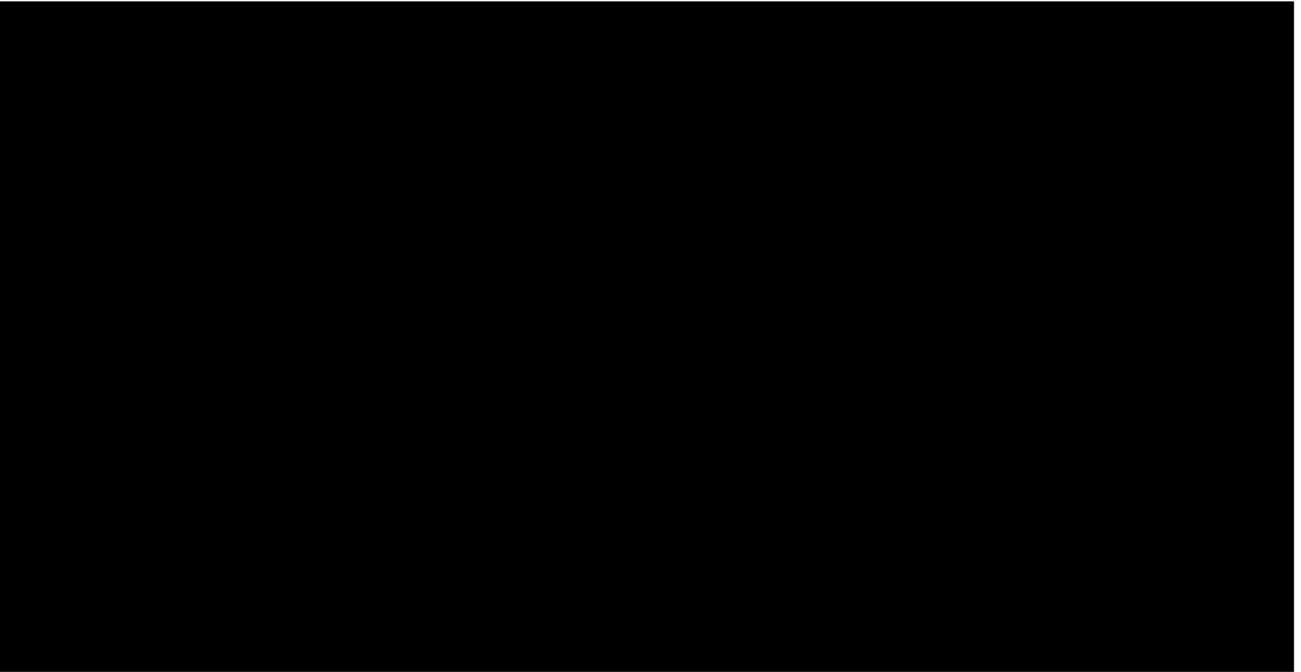
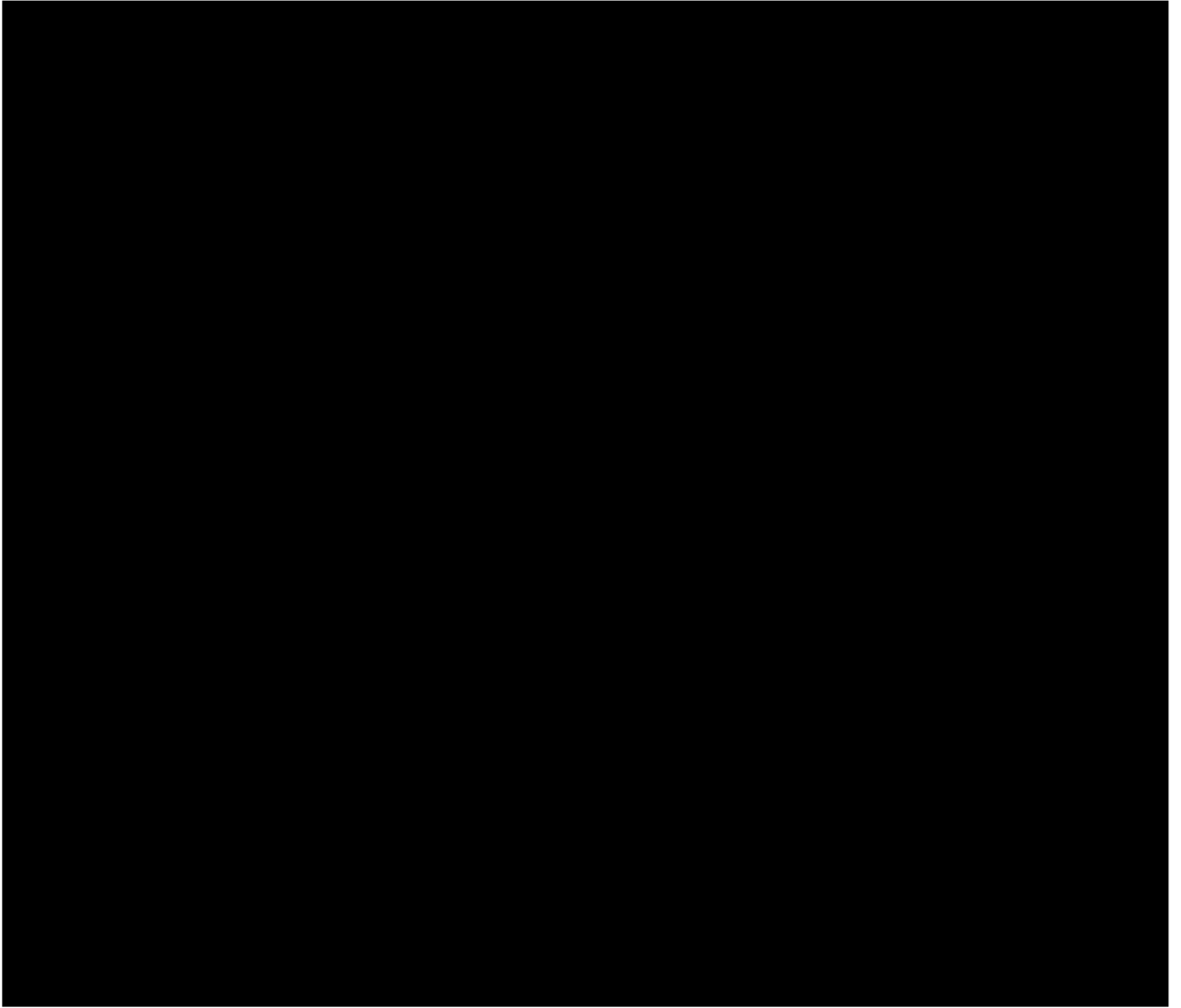
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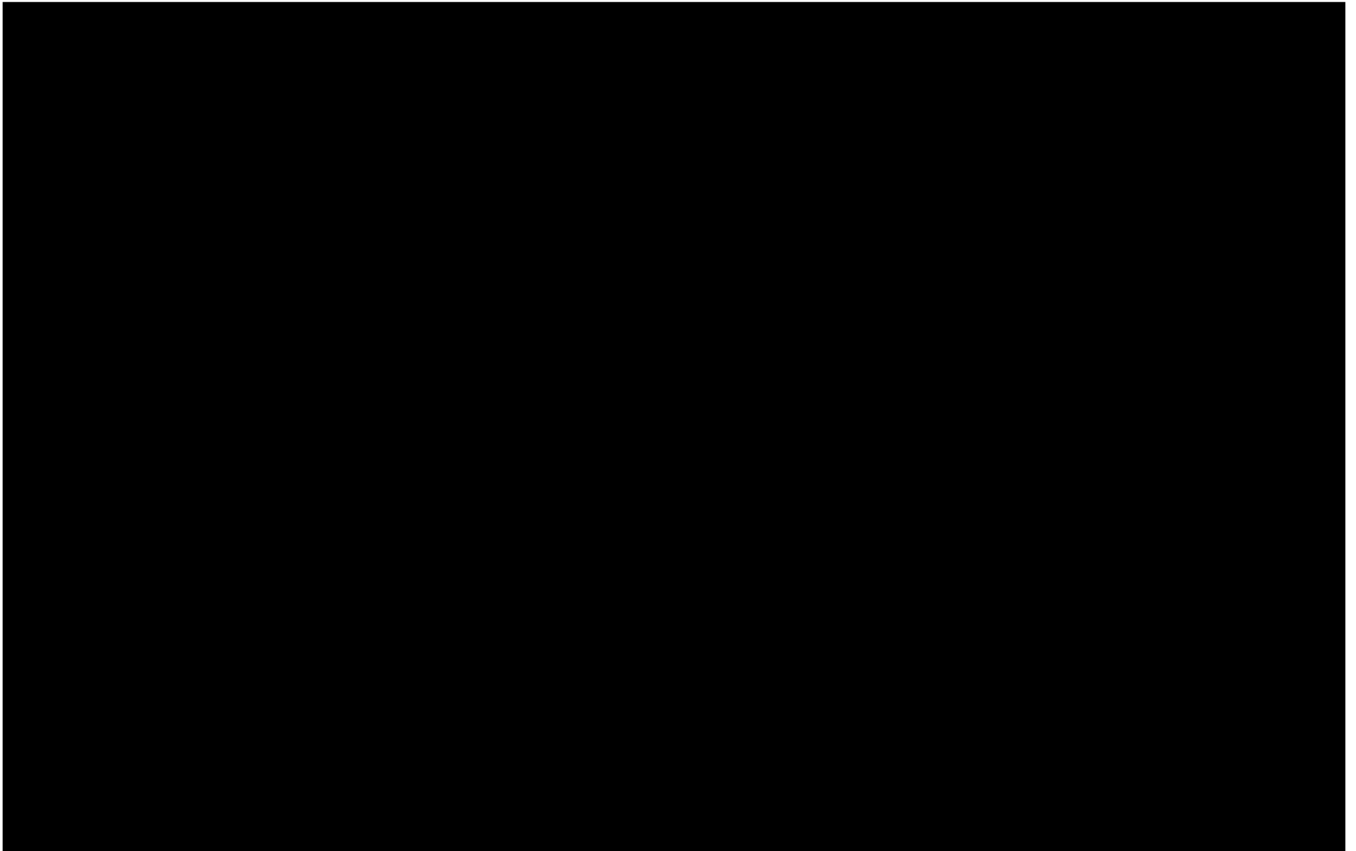
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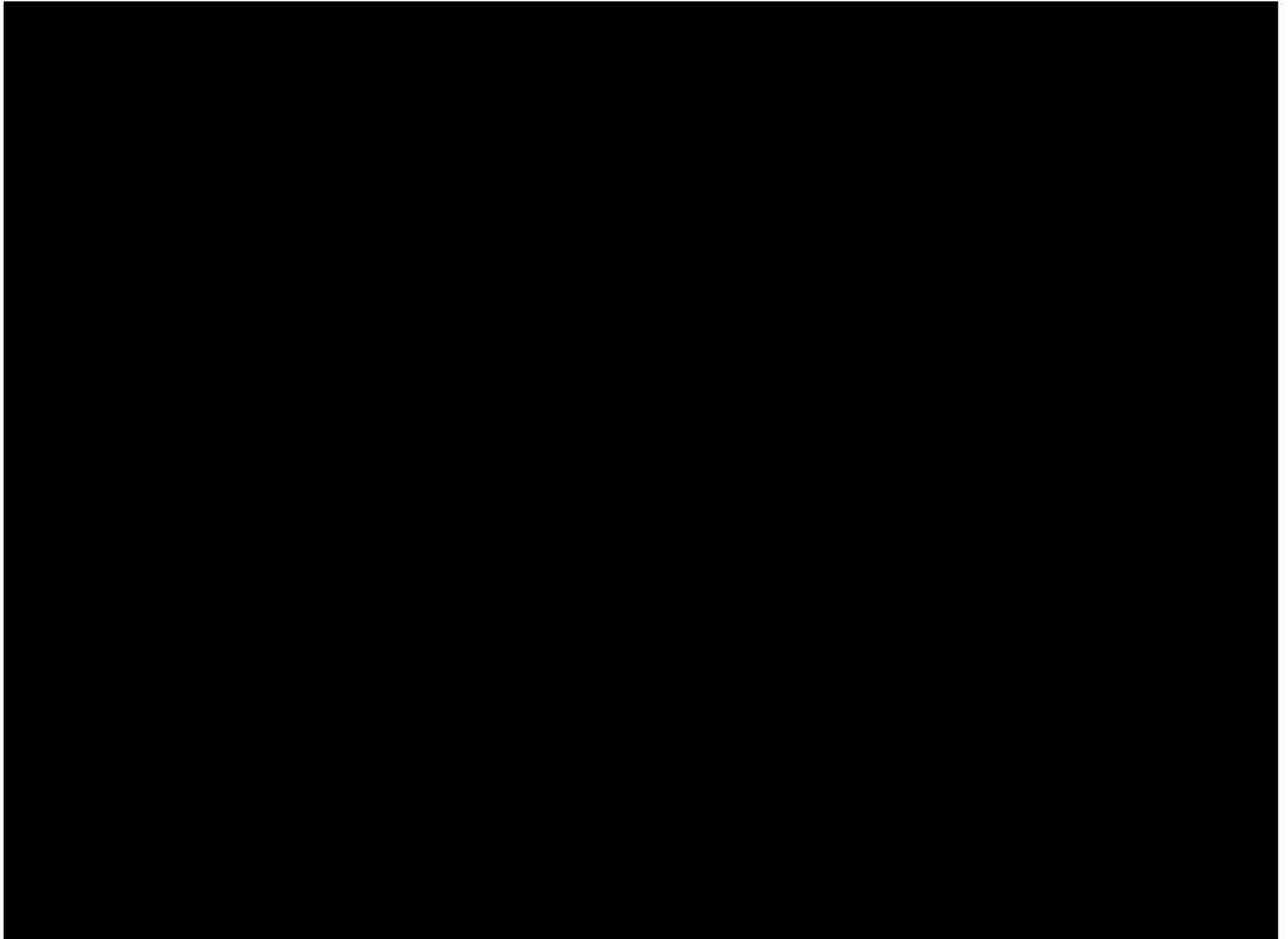
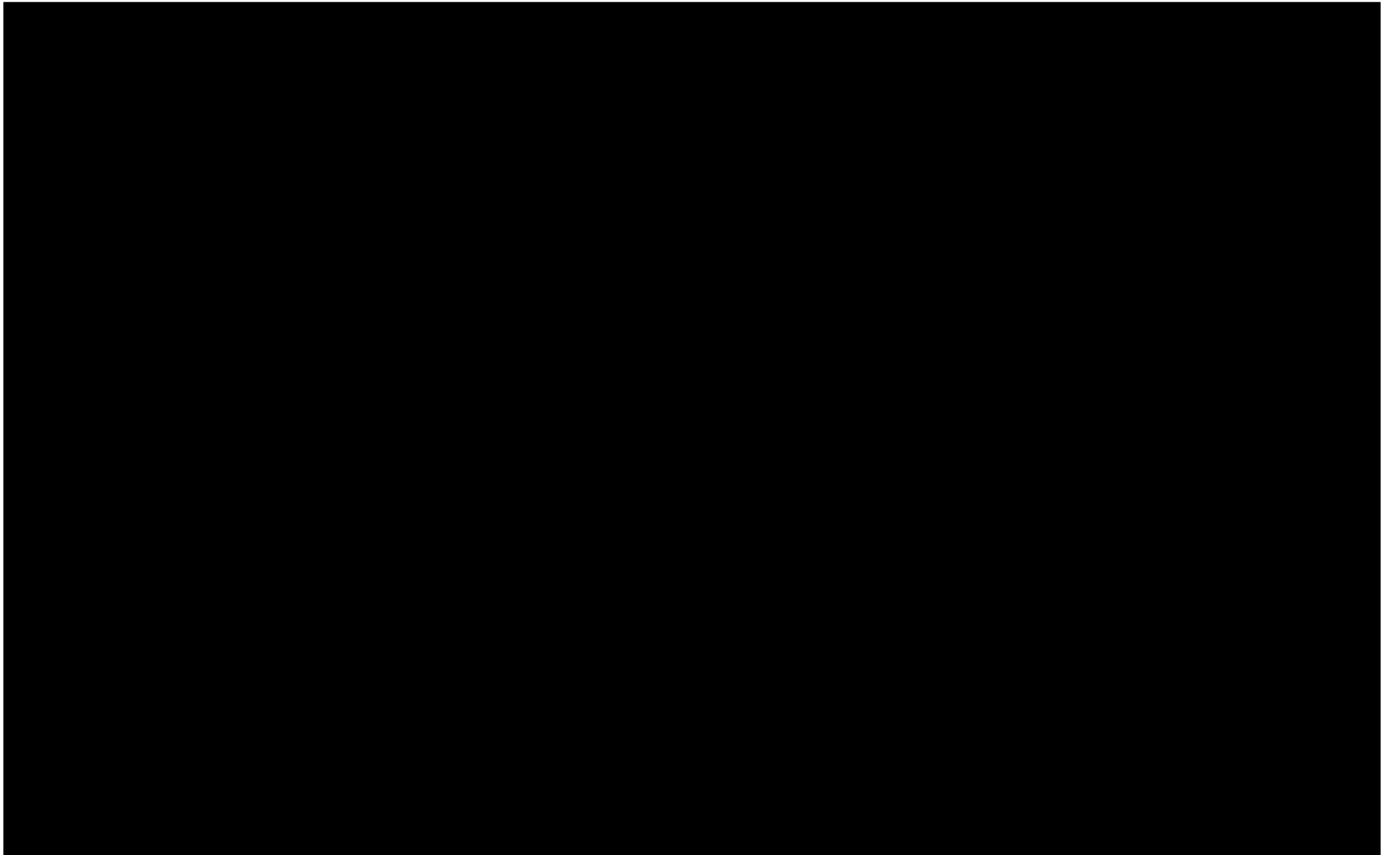
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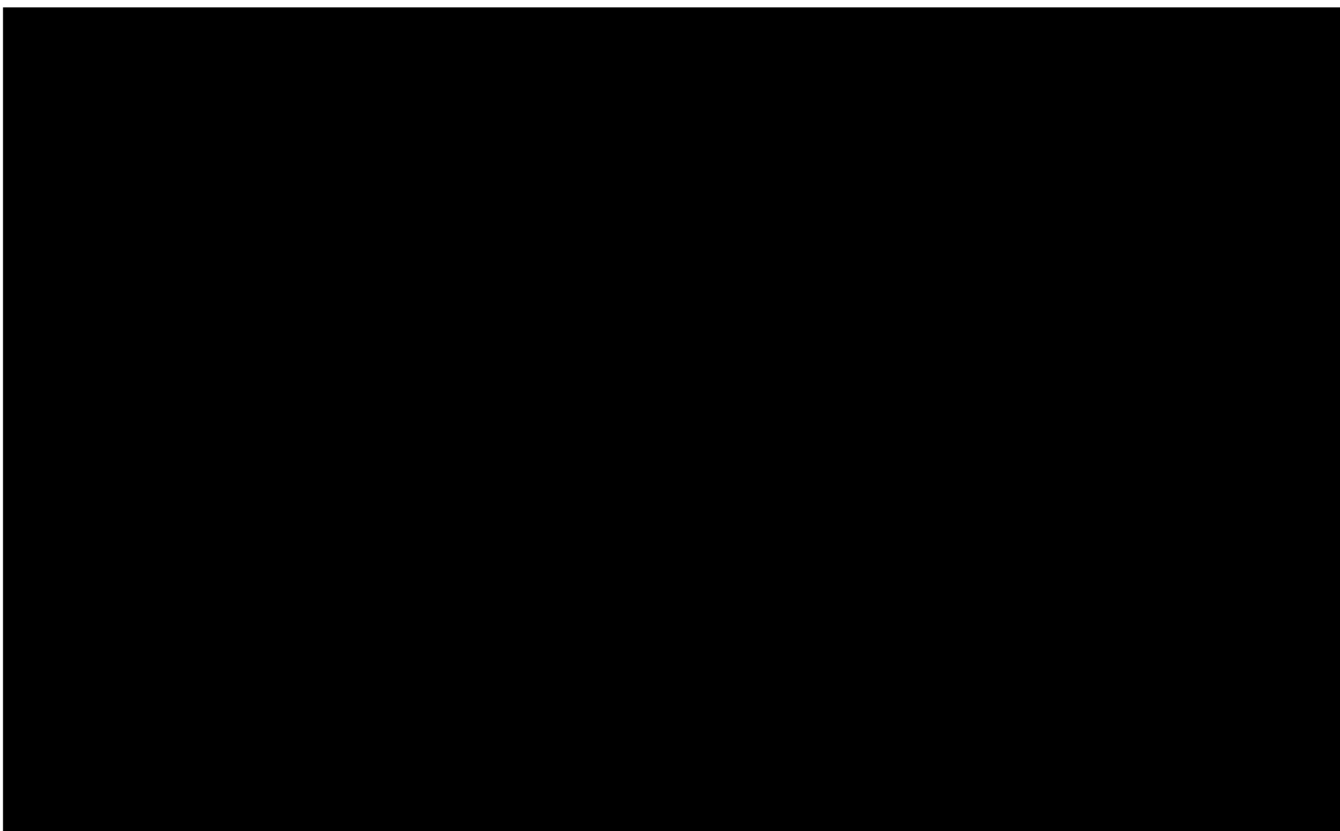
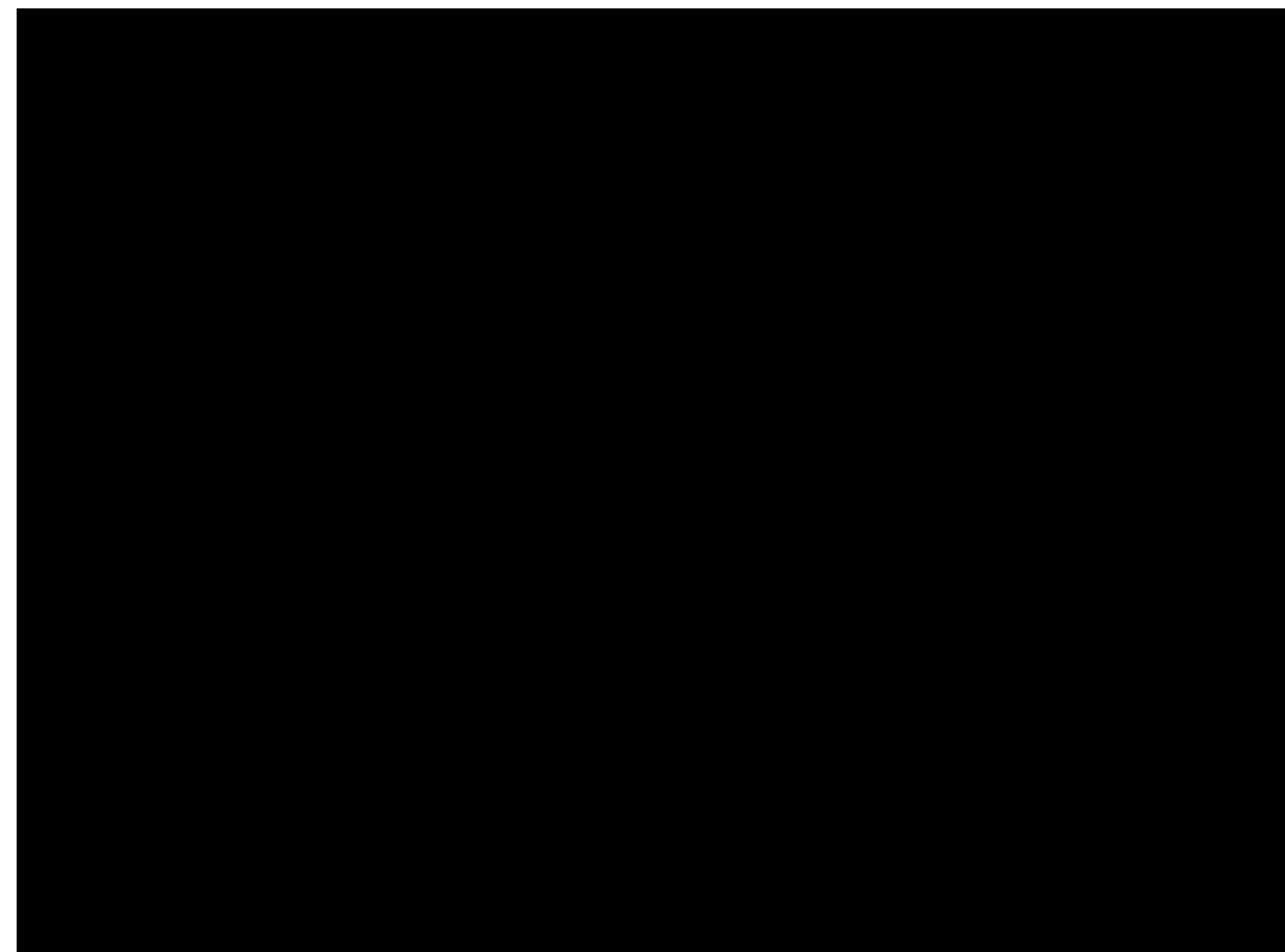
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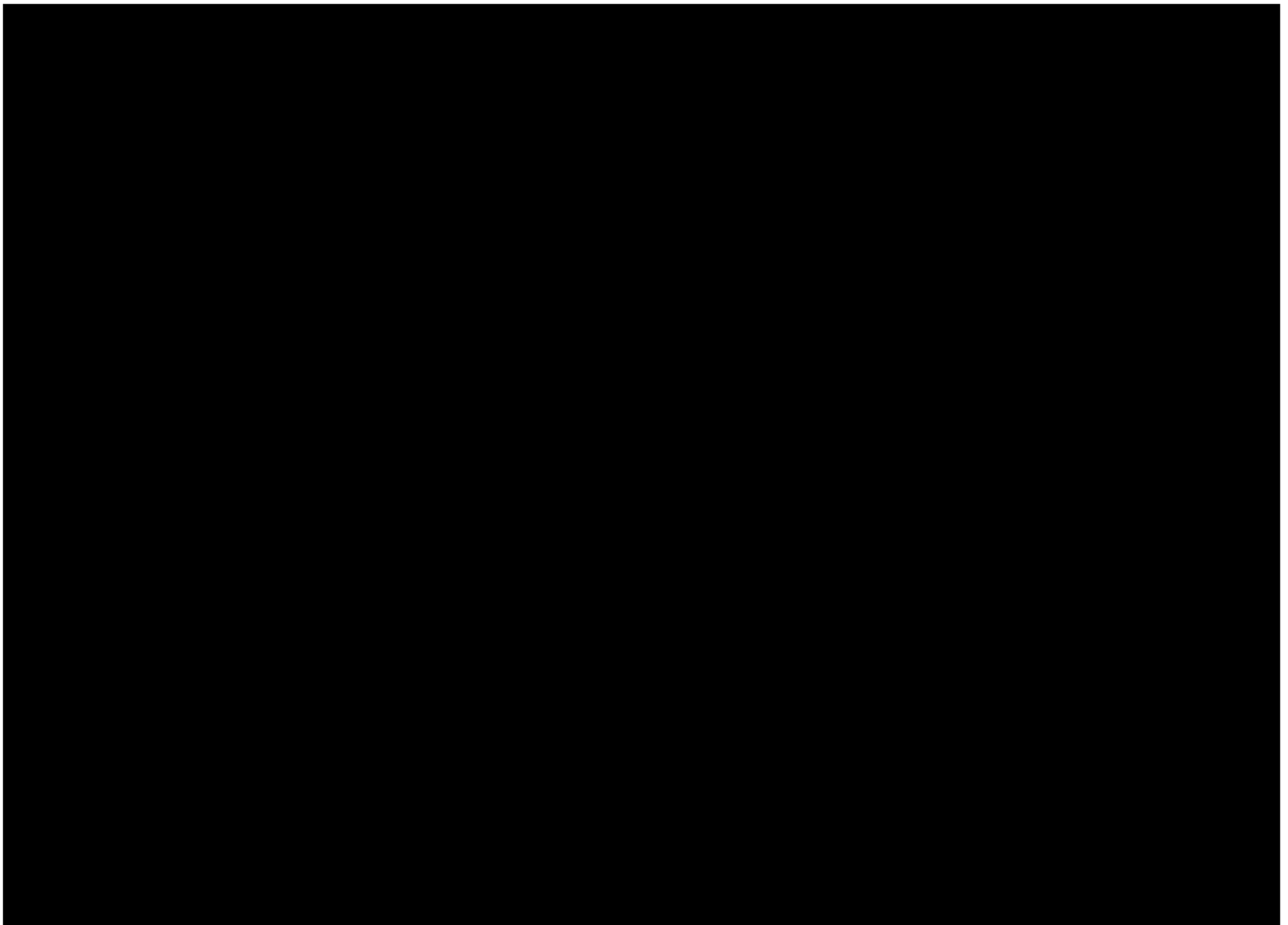
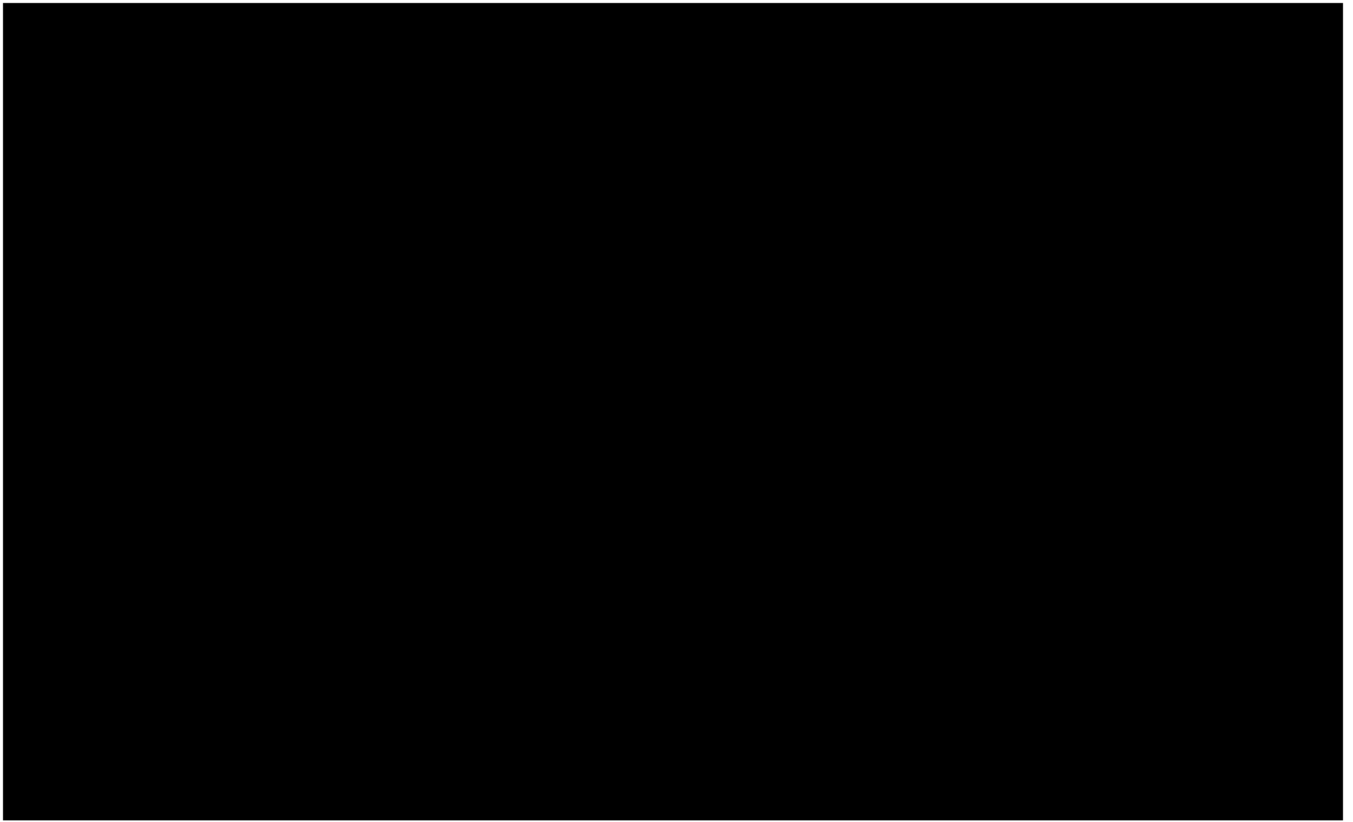










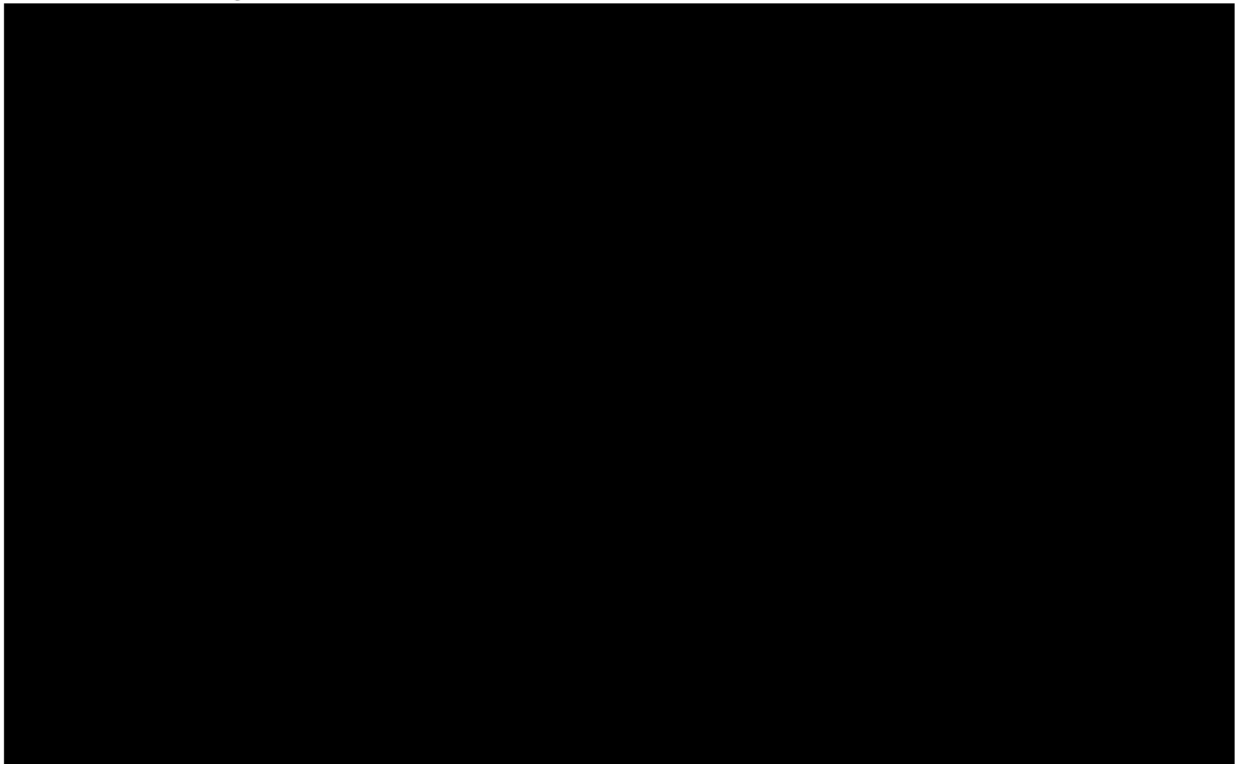


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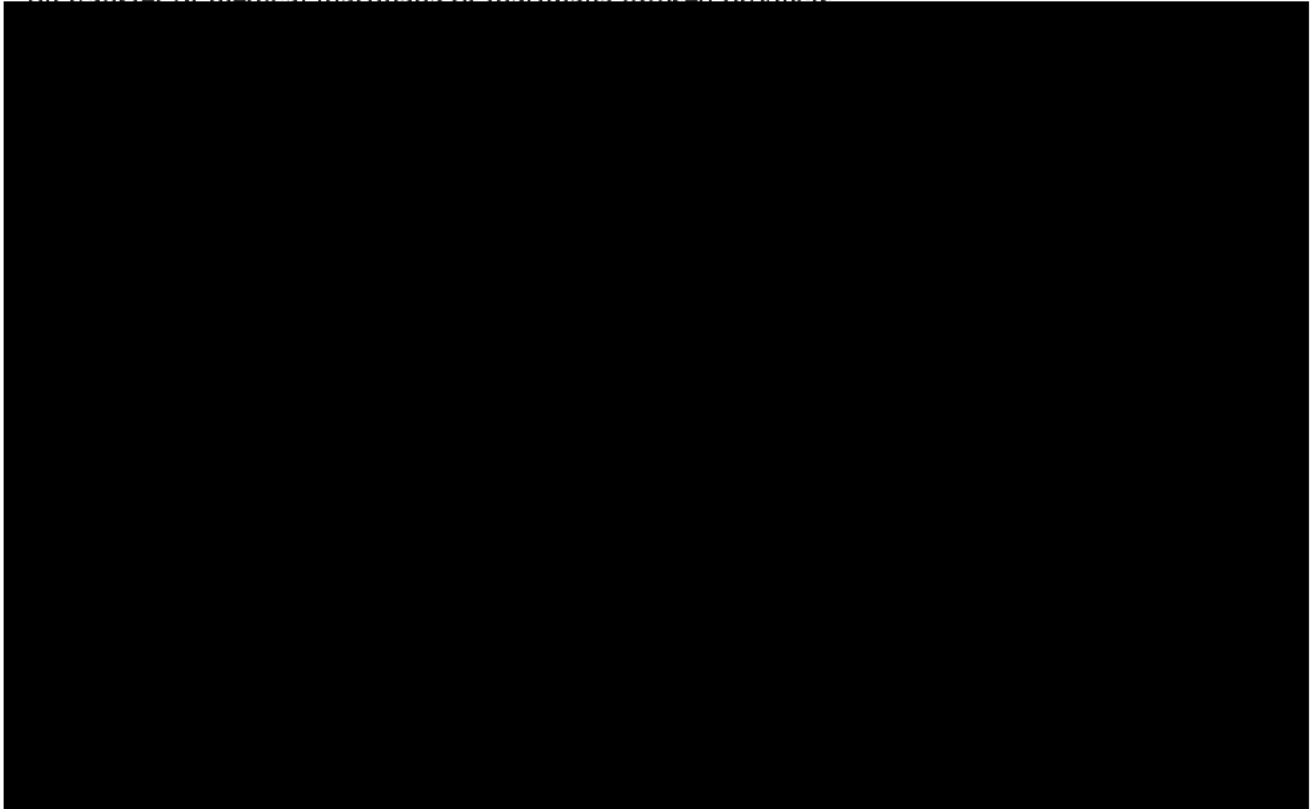
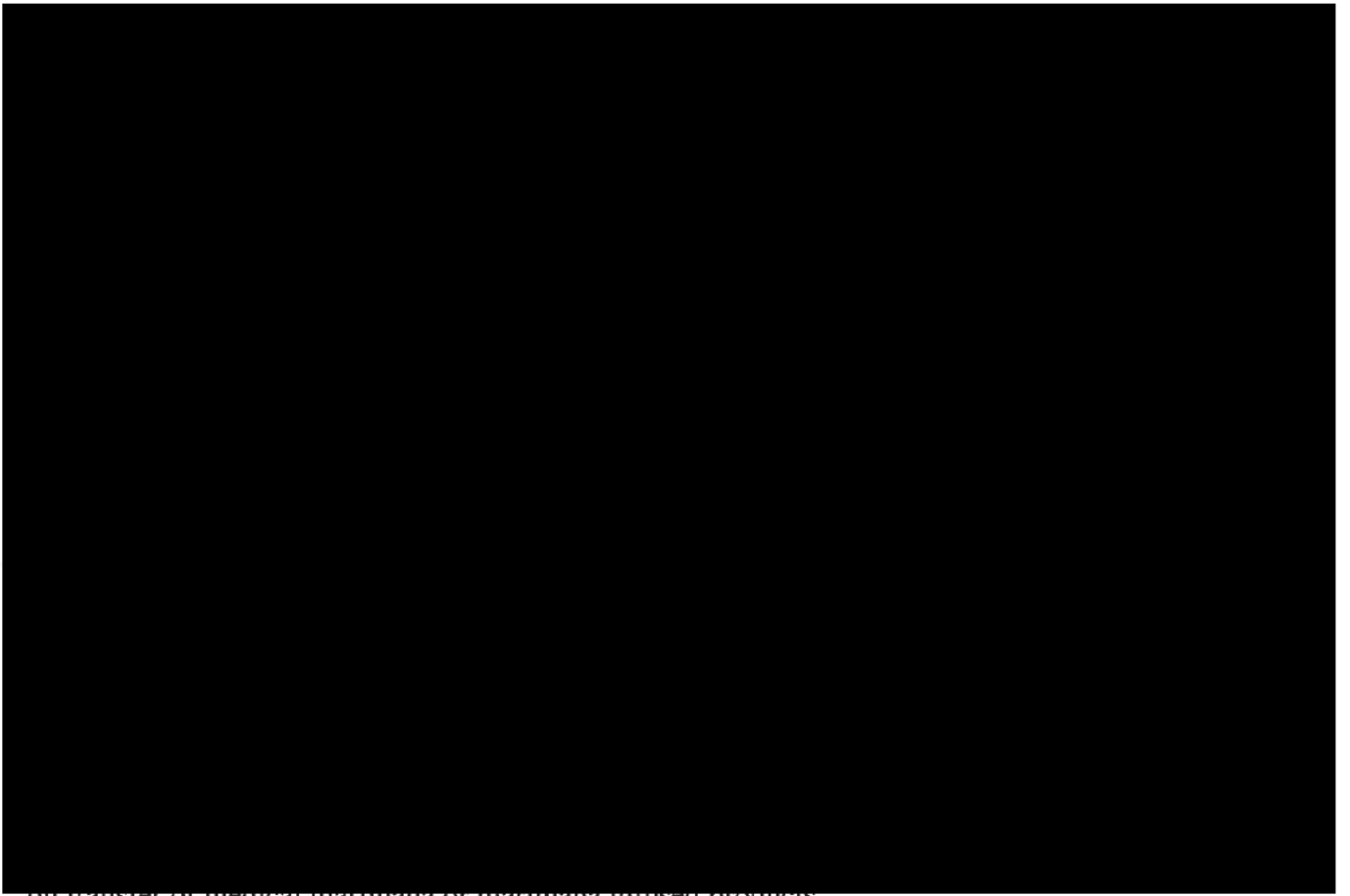
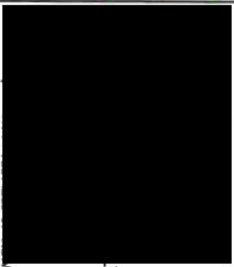
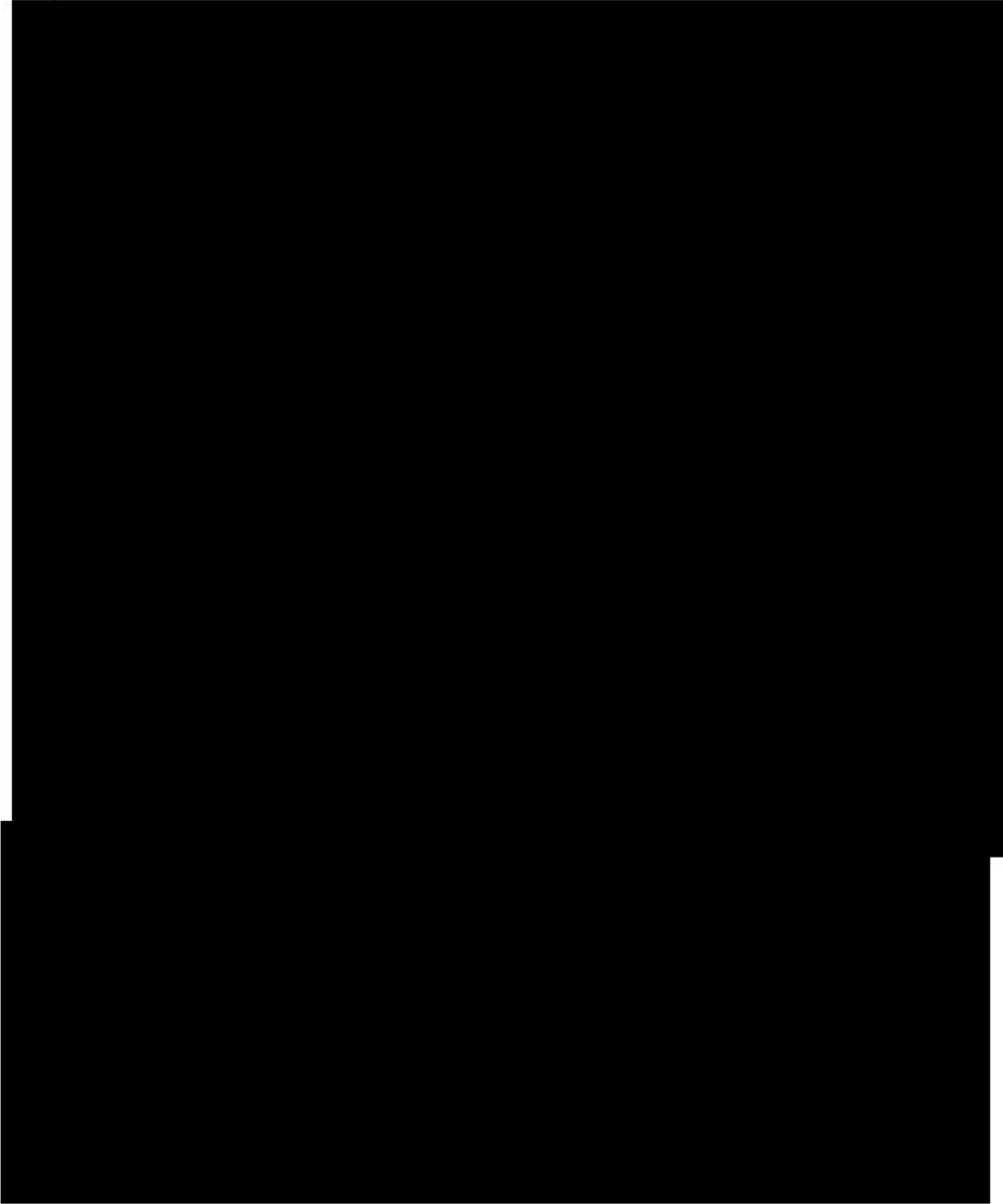




EXHIBIT A

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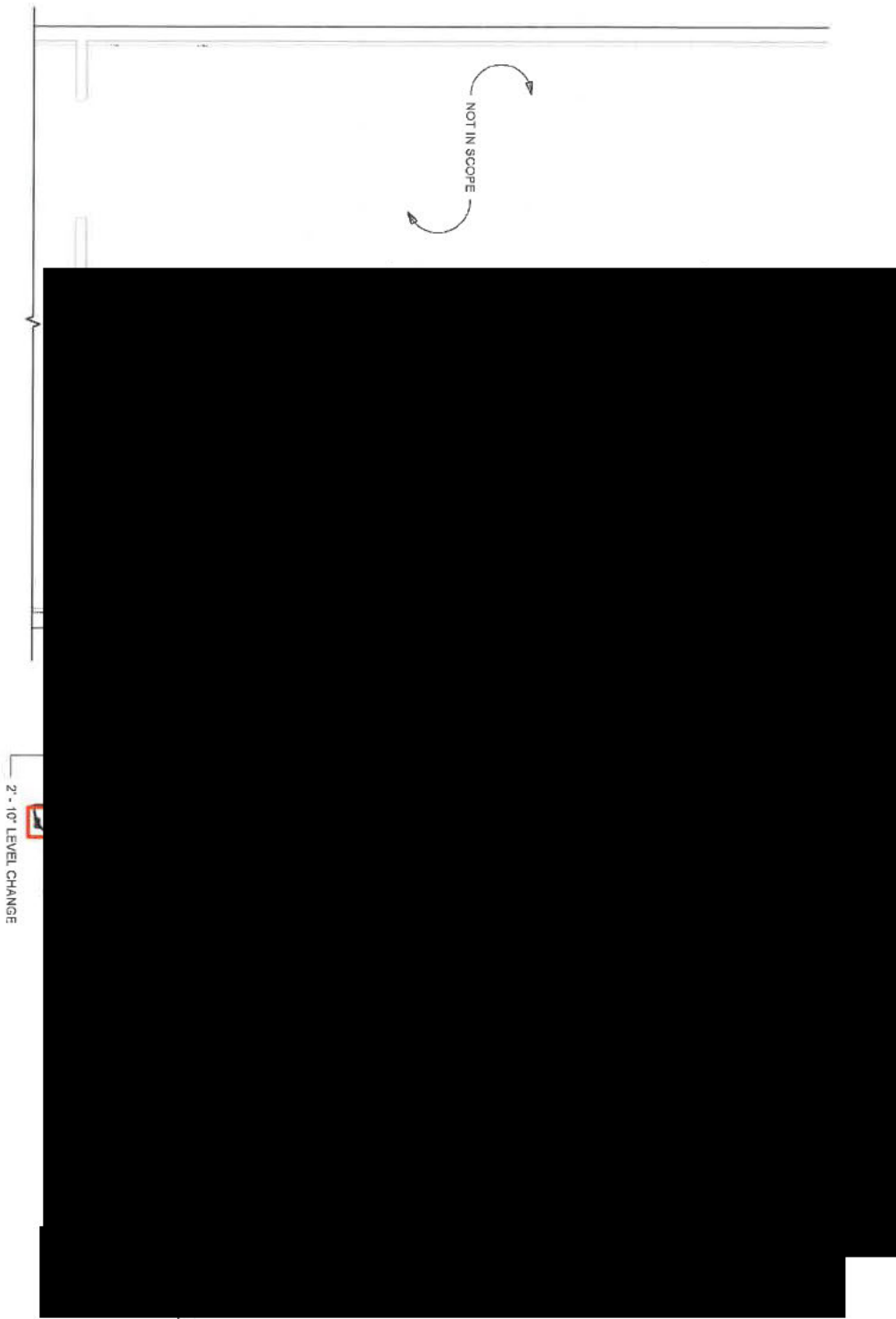
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AST
SANCTUARY
PROVIDENCE, RI

12-13-20

EXHIBIT A



LEGEND:



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2013
SANCTUARY
PROVIDENCE, RI

DATE: 12-13-20
PROJECT NO:

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

12/11/2020
Date

Geoffrey Lewis
Printed Name
Print Title: President
Print Name of Applicant/Licensee: Sanctuary Medicinals

CC Exhibit E
Operations Manual

Introduction

Sanctuary Medicinals, a non-profit corporation organized pursuant to Rhode Island General Laws, as amended, §7-6-1 et seq. is the applicant for a medical marijuana compassion center license in Zone 2 with in the State of Rhode Island.

As a non-profit corporation, Sanctuary Medicinals does not have “owners” represented by shares in the corporation. The business affairs of Sanctuary Medicinals are conducted by the Board of Directors. The Board of Directors consists of three individuals who are residents of the State of Rhode Island. Those individuals are Geoffrey Pelson, Mark Pelson and Francis X. McMahon. Information relating to the personal and business experience of the members of Board of Directors is found in the exhibits attached CC Form 4 herein.

Sanctuary Medicinals, acting through its Board of Directors has entered into a Master Services Agreement (“MSA”) with Angell Street Investments, LLC, a limited liability company organized pursuant to Rhode Island General Laws, as amended, §7-16-1 et seq. Pursuant to the terms of that MSA, Angell Street Investments, LLC acting through its Board of Directors and Officers will provide management consulting services to Sanctuary Medicinals.

Angell Street Investments, LLC has three members that are business entities. The following are the three members together with the individual member(s) of said business entity:

Unlimited Sunshine, LLC, is a limited liability company organized pursuant to Rhode Island General Laws, as amended, §7-16 et seq. Geoffrey Lewis is the sole member of this entity.

Pelson Communications Investments, LLC is a limited liability company organized pursuant to the Delaware limited liability company act and is registered to do business in Rhode Island. Mark Pelson is [REDACTED] entity.

SIM RI, LLC, is a limited liability company organized pursuant to Rhode Island General Laws, as amended, §7-16 et seq. This entity has three members as follows: Jason A. Sidman [REDACTED], James C. Alex [REDACTED] and Kirti G. Desai [REDACTED].

Sanctuary Medicinals will be modeled upon the successful medical marijuana dispensaries that Sanctuary Medicinals, Inc. owns and operates in NH, MA and FL. The members and officers of Sanctuary Medicinals, Inc. are members of entities that own the membership interests in Angell Street Investments, LLC. Those individuals will provide the management consulting pursuant to the MSA.

Sanctuary Medicinals, Inc. does not have an ownership or financial interest in Sanctuary Medicinals or Angell Street Investments, LLC.

Patient Education

Patient Registration Process

Sanctuary Medicinals is a patient centric organization. Sanctuary Medicinals' agents are trained and always available to help a patient get started with the registration process to become a registered qualifying patient pursuant to the Regulations.

In order for a patient to become a registered qualifying patient with the RIDBR, the patient must complete the following patient registration process:

- Prospective patients must first meet with a certifying physician for an evaluation to determine if they have a debilitating medical condition as set forth in RIGL §21-28.6.
- The initial visit with the certifying physician is generally not covered by insurance.
- Prospective patients will need to bring relevant medical records for their physician visit, and after a consultation, the certifying physician will determine whether or not to certify the prospective patient as a qualifying patient. During the consultation, there will be ample time to ask questions to determine if medical marijuana is the right option. If you and your doctor determine it is the right option, your physician will fill out the [Practitioner Form](#).
- Recipients of Medicaid, Supplemental Security Income (SSI), Social Security Disability Income (SSDI), Federal Railroad Disability benefit or Veterans' Disability are eligible for reduced application fee. Provide one of the following as proof: photocopy of your Medicaid Card ([example](#)) or your letter or other proof that you are a recipient of SSI ([example](#)), SSDI ([example](#)) or Veterans' Disability ([example](#)). Proof must accompany the application to be eligible for the reduced fee. Verification of your SSI or SSDI eligibility can be obtained at [Social Security Administration](#).
- You may designate a caregiver. Parents are [usually] designated on behalf of children younger than 18 years old. You may also visit any of our [Rhode Island Compassion Centers](#) without having to register.
- Designate an [Authorized Purchaser](#) if you need one.
- Use the [Patient Information Change Form](#) if you wish to change your registered caregivers or if you move.
- Follow your physician's instructions on how to use the medication and be aware that you may not share the marijuana with others for any reason.
- The fee for a replacement registration card is \$10 (check or money order only) and a valid RI Driver's License or valid RI State ID must be presented. Hours for photos for replacement registration cards are Monday through Friday from 1PM - 3PM.

Science Behind Marijuana

Although the federal prohibition of marijuana has limited clinical research on the safety and efficacy of marijuana, there are a number of informative resources to help patients understand the science behind medical marijuana and some of the ways it has reportedly helped patients suffering from serious medical conditions:

- Americans for Safe Access has compiled a large number of scientific and scholarly articles and summarized current research on the potential health benefits of medical marijuana in the report entitled “Report on Medical Marijuana Research History: What the Science Says.”, which can be found here:
http://www.safeaccessnow.org/medical_marijuana_research_what_does_the_evidence_say
- Other helpful, scientific resources include:
 - American Academy of Cannabinoid Medicine: Organization of clinicians & researchers supporting the use of medical marijuana. Provides education to medical professionals and the public on cannabinoids and the endocannabinoid system:
<http://aacmsite.org>
 - Health Canada: Information for Health Care Professionals – Cannabis and the Cannabinoids: “Health Canada MMJ Info HC Professionals”. Focuses on helping medical professionals appropriately recommend marijuana and provides an overview of science and research, dosing, potential uses and possible adverse effects:
http://www.hc-sc.gc.ca/dhp-mpps/alt_formats/pdf/marihuana/med/infoprof-eng.pdf
 - Project CBD: Updates doctors and patients on developments in cannabinoid science and therapeutics. Supports further research and developments on cannabinoid medicines: <http://www.projectcbd.org>
 - National Organization for the Reform of Marijuana Laws (NORML): Advocacy organization supporting the reform of marijuana laws. Includes a compilation of the recent research supporting medical marijuana use for a variety of identified conditions:
<http://norml.org/library/recent-research-on-medical-marijuana>
 - Marijuana Policy Project: Advocacy organization supporting marijuana policy reform. Provides information supporting the use of medical marijuana, including research briefings, effective arguments, legislative overviews, and federal policy:
<https://www.mpp.org/issues/medical-marijuana/>

Overview of Medical Marijuana Strains and Cannabinoids

The documented use of marijuana for therapeutic purposes dates back thousands of years. Medical marijuana comes in many different forms such as dried flower, oils, tinctures, topicals, and marijuana infused products (“MIPs”) in edible or concentrate form. Each strain of marijuana contains different types of cannabinoids with varying effects. Sanctuary Medicinals offers several different strains of marijuana to accommodate the needs of every patient.

The marijuana plant is typically classified into four groups for medical use: Sativa, Indica, Hybrid, and Cannabidiol (“CBD”). Each group is made up of a variety of strains, all with different cannabinoid makeups:

- Sativas are reported to increase energy and appetite while also elevating the patient's mood and focus. It is generally recommended for daytime use.
- Indicas are reported to promote relaxation as well as reduce anxiety and promote sleep. Indicas are usually recommended for evening use.
- Hybrids strains are produced when cultivators cross-breed different indica and sativa strains to maintain the desired traits and breed out the undesired to meet specific needs.
- The first cannabinoid to be identified was Tetrahydrocannabinol ("THC"), which is known to produce psychoactive effects or the feeling of being "high." It is generally used to relieve pain, reduce vomiting and nausea, reduce inflammation, aid sleep, reduce muscle spasms, relieve anxiety, and stimulate the patient's appetite.
- Cannabidiol ("CBD") is another cannabinoid with varying medical benefits that produces very little to no "high." Reported therapeutic uses include pain relief, killing or slowing bacteria growth, reducing blood sugar levels, reducing seizures, relieving anxiety, and inhibiting tumor and cancer growth.
- Other cannabinoids such as Cannabichromene ("CBC"), Cannabigerol ("CBG"), Cannabinol ("CBN"), Tetrahydrocannabinolic Acid ("THCA"), and Tetrahydrocannabivarin ("THCV") are reported to have therapeutic benefits as well. Some of these benefits include suppression of appetite, aiding sleep, reducing risk of artery blockage, nervous system protectants, suppressing muscle spasms, modulating the immune system, and relieving pain.

Products Offered

Sanctuary Medicinals offers a broad range of products and is constantly updating its selection. Once operational, Sanctuary Medicinals' daily menu is available online at: www.sanctuarymed.com. Below is a description of the various medical marijuana products that are commonly offered at dispensaries:

- **Marijuana Flower for Smoking and Vaporizing**
 - Varieties: Sanctuary Medicinals will offer a wide variety of marijuana strains and products for registered patients to alleviate symptoms associated with debilitating medical conditions. Strains will be consistently available and reviewed on an ongoing basis based on feedback from patients and newly published medical studies.
 - Reasoning: Studies are limited as to exactly which varieties treat which conditions. Sanctuary Medicinals will amend selections as more concrete data emerges and as patients express interest in particular strains.
- **Medical Marijuana Infused Products (MIPs)**
 - Varieties: Edible products will be offered, such as chocolates and lozenges. Pills will be available and made from dried medical marijuana flowers or an infused glycerin gel. All edibles will be produced in the Sanctuary Medicinals' MIPs Kitchen and will be packaged and labeled pursuant to DBR

and Sanctuary Medicinals requirements and so as to not be attractive to children.

- Reasoning: MIPs provide an alternative method for consuming medicine. MIPs are an attractive alternative for patients who are unwilling to smoke and in many cases, offer a longer lasting therapeutic effect. Edibles do not irritate the throat.

- **Tinctures**

- Varieties: Tinctures are liquids, usually vegetable glycerin, which have been infused with marijuana for lengthy periods of time (anywhere from 30-180 days). The marijuana is strained from the liquid and then administered to the patient using an eyedropper to place the liquid under the tongue.
- Reasoning: Tinctures are easy to administer, discreet, and are not intimidating for elderly patients or patients who have difficulty swallowing. Doses are easily measured and tend to be more consistent than edibles. Tinctures do not negatively impact the lungs.

- **Topicals**

- Varieties: Ointments, sprays, lotions, transdermal patches and balms that are beneficial for treating acute pain in different regions of the body.
- Reasoning: Topicals have a delayed onset effect but last for up to 8 hours for some patients. Topical treatments do not have any known negative effects on the lungs, throat or any type of dry mouth side effect. Lotions appeal to elderly patients who may be already using a variety of lotions to treat arthritis or acute pain. An added benefit of topical marijuana treatments is that there is no psychoactive effect - only a therapeutic effect on the specific condition.

- **Concentrates**

- Varieties: Hash, oils, and waxes designed for patients who smoke small amounts of marijuana to receive the complete effect.
- Reasoning: Concentrates are useful for patients with conditions that impact their ability to swallow yet prefer to smoke marijuana by providing a fast onset without smoking excessive amounts.

- **Paraphernalia**

- Varieties: Classic vaporizers; portable vaporizers; vaporizer pens, volcano vaporizers, digital vaporizers; water pipes; smoking pipes; and rolling papers.
- Reasoning: Various forms of marijuana require different paraphernalia for consumption. Because some medical conditions limit a patient's ability to consume marijuana, Sanctuary Medicinals will offer a wide range of options allowing patients to determine consumption methods that meet individual needs.

- **Related Supplies**

- Varieties: Grinders; scales; rolling machines; rolling trays; rolling boxes; rolling mats; filters; flavoring for flowers; cleaning accessories; lighters; microscopes; vaporizer replaces parts such as coils; air fresheners; air purifiers

that remove smoke from the air; storage jars, lock boxes and other secure or inconspicuous containers for storage of medical marijuana at one's home.

- Reasoning: Similar to paraphernalia, related supplies for the various forms of consumption, rationing, protection of non-patients that the patient lives with, and storage.

PRICE LIST

Flower



PreRolls



Tinctures

10mg/mL [REDACTED]
20mg/mL [REDACTED]

Edibles



Capsules





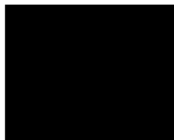
Concentrates



Topicals



Transdermal Patches



Baked Good Edible Price Point Chart

Product Name	MILLIGRAM RANGE	PRICE POINT
[S1]	5-19	
[S2]	20-39	
[S3]	40-59	
[S4]	60-79	
[S5]	80-100	
[S6]	101-120	
[S7]	121-149	
[S8]	150-169	
[S9]	170-189	

[S10]	190-209	
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Discounts Offered

Discount Name	Discount Details	Documentation Required as Proof *See Sections for further details*
First Time Visit		Legal form of identification and Medical Card
Veteran		DD214 or Veteran ID
100% Disabled Veteran		A letter from the Veterans Administration indicating this patient is 100% disabled from the military
SSI/SSDI		SSI/SSDI Benefit Verification Form
Hardship		Active Medicaid card
Hospice		Written documentation from the hospice provider/doctor (with their letterhead) that this patient is indeed in their hospice facility/care.

Methods for Administration

There are many different ways to administer medical marijuana to achieve a desired effect, and there are a number of factors that impact the effects felt by each patient. Marijuana is generally inhaled by smoking or vaping, or ingested orally in the form of tinctures, oils, edibles, or can be applied topically.

- Inhaling is the most popular method to consume medical marijuana with the quickest effects. As the user inhales, the cannabinoids are introduced into the bloodstream, having almost instant effects. The effects can last anywhere from 90 minutes to several hours, and peak effects are usually felt after 30 minutes. Vaporizing marijuana is an alternative way to inhale rather than smoking. Vaping involves heating the marijuana flower or concentrates to a temperature that produces vapor without combustion. This method eliminates many of the harmful carcinogens and tars that are often present in smoke. Patients should wait at least 30 minutes before increasing their dose when inhaling.
- Ingesting medical marijuana is another popular method for patients who prefer not to smoke or are looking for a longer lasting effect. Usually, food products such as chocolates or lozenges, or capsules are infused with marijuana extracts that can be swallowed. Inexperienced users should start with a very small dose and wait 2 hours before increasing the dosage. Patients should consult with their physicians regarding a proper marijuana dose, but it is usually suggested that patients start with 10mg per dose.

- Although not as popular, some patients achieve their desired effect by topically applying infused products. Once the marijuana is applied, it is absorbed through the patient's skin, which does not produce psychoactive effects.

Dosage & Labeling

- Different products will vary in potency and cannabinoid profile, so patients should experiment to find their ideal dose for their desired effects and are encouraged to keep a log of consumption, methods and outcomes. Tolerance varies based on a variety of factors that include the patient's weight, body chemistry, and metabolism. Products will be clearly labeled after they are tested in a lab to assure they are consistently dosed.
- Some products will be packaged individually in small doses such as 5mg or 10mg, or in larger doses such as 50mg or 100mg. Again, patients should consult with their physician to assure they are starting with a proper dose.
- An important concept when consuming MIPs is to get the dose correct. Patients should start with a low dose and should not increase it until they know the impact. Some inexperienced users of MIPs make the common mistake of starting with a small dose, then ingesting more before they know the impact. Another common mistake is taking too high of an initial dose. These mistakes can be avoided if patients "start low and go slow."
- Having a full stomach is also recommended when ingesting MIPs because it lowers the intensity of the effects of the product. It is also recommended that medical marijuana not be used with alcohol or other drugs, and patients should not operate a vehicle or machinery. There may additional health risks associated with consumption and in women who are pregnant. Patients should consult with their physician about health and safety risks.
- The label on marijuana products will outline the cannabinoid profile of the packaged product. Patients should read the labels to assure they are picking the correct products, and should consult a agent if they have any additional questions. Below are samples of the flower and edible MIPs labels to help patients understand the information contained on the label.

Safety

- Products should be kept in the original childproof packaging and stored separately from other food.
- Always speak with a doctor before using marijuana, especially if the patient is using other medications.
- Some patients report dry mouth, dizziness, or paranoia when using marijuana and while some patients use marijuana to combat anxiety, it can induce anxiety in others. Marijuana can also slow reaction times and impair motor skills. It is illegal to drive under the influence of marijuana (RIGL 31-27-2(b)).
- The use of marijuana products is strictly prohibited on the compassion center of Sanctuary Medicinals.
- Marijuana should also be kept away from children under lock and key to avoid accidental ingestion. Always be responsible about safe storage.

Tolerance & Dependence

- Physical dependence to marijuana has not been substantiated by extensive research, but psychological dependence comes with overuse of anything. Frequent or heavy use of marijuana can lead to increased tolerance resulting in the need for higher doses or different strains. For additional information on tolerance, dependence and withdrawal, visit <http://www.dependency.net/learn/marijuana/>.
- HelpGuide.org is a non-profit dedicated to improving mental and emotional health and provides resources to recognize abuse and addiction. HelpGuide provides a guide to common signs and symptoms of drug abuse and addiction. The list of drug abuse signs includes neglect of responsibilities, using under dangerous conditions, legal trouble, and causing relationship problems. The signs of addiction include building up a tolerance, using to avoid withdrawal, life revolves around drug use, abandoned previous enjoyable activities, extended use, and loss of control.
- For more information about substance abuse and addiction, visit http://www.helpguide.org/mental/drug_substance_abuse_addiction_signs_effects_treatment.htm

Sanctuary Medicinals' Services

- **Staff and Resources.** Sanctuary Medicinals' agents are trained, highly knowledgeable and available to answer your questions or provide additional resources about the medical use of marijuana. We encourage patients to ask questions when they make in-person visits to the compassion center, contact us via telephone and through our website.
- **Consultations.** While most patients interact with Sanctuary Medicinals' staff while purchasing their products, Sanctuary Medicinals does offer appointments for in-depth, one-on-one discussions with one of our licensed medical professionals about the different products, uses and their application. The agent may explain to a patient how to use the products, but on-site consumption, even for demonstration purposes, is strictly prohibited on Sanctuary Medicinals' compassion center.
- **Accommodation Services.** Sanctuary Medicinals is committed to serving patients with special needs. Sanctuary Medicinals offers interpreter services in several different languages, including assistance for the visually and hearing-impaired.
- **Financial Hardship.** Patients who are able to prove financial hardship will be offered sliding-scale discounted prices on products and accessories. Sanctuary Medicinals will also offer discounts for veterans or patients with disabilities.

Patient Intake and Counseling

New patients shall attend an orientation and complete the Sanctuary Medicinals intake process. All registration forms shall be stored electronically in compliance with HIPAA record-keeping protocols. Staff shall offer counseling services or answer questions every time marijuana products are dispensed to patient/caregiver. If patient/caregiver requests counseling, such

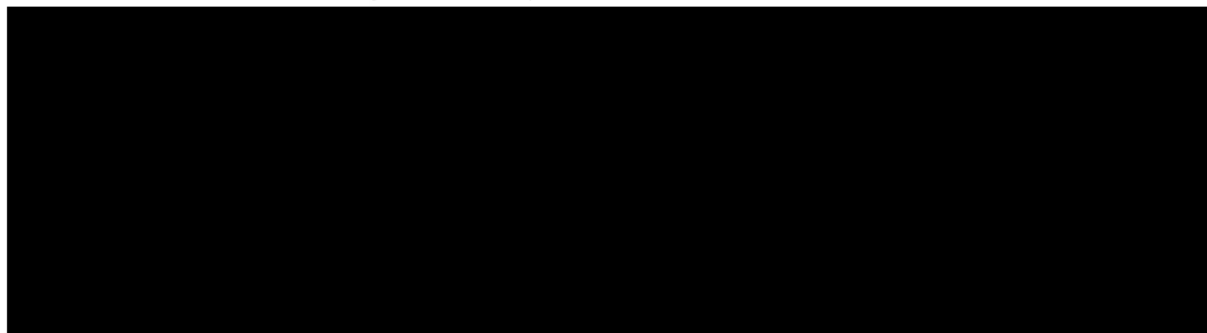
counseling will be provided in a confidential manner and will include, at minimum: a description of strain and known indications; dosage, dosage form, route of administration, and duration of effects; special directions/precautions for preparation or administration; known side effects or adverse effects; interactions or contraindications; techniques for self-monitoring; proper/secure storage; refill information; and action to be taken in the event of a missed dose. Sanctuary medicinals shall implement policies to maintain information about the different potencies, effects and forms of each product that sanctuary Medicinals offers to patients.

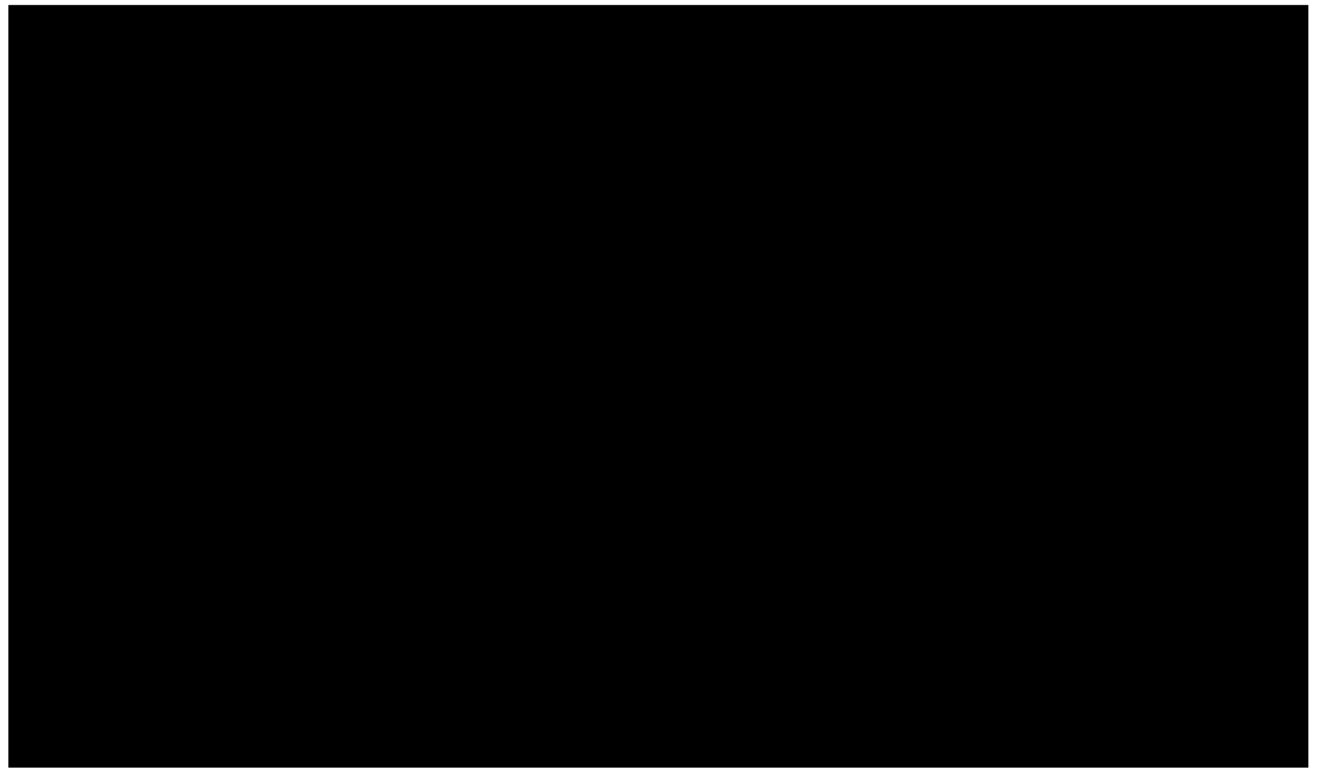
Identification Checks

- Access to Sanctuary Medicinals compassion center is limited to registered qualifying patient(s) that produce an active medical registration card, a qualified patient accompanied by a personal caregiver with an active registry ID Card and authorized purchasers with an active registry ID Card. In addition to the registry ID Card, registered qualifying patients, personal caregivers and authorized purchasers must also produce a valid proof of identification. Upon a patient's, personal caregiver or authorized purchaser entry into Sanctuary Medicinals' compassion center, a Sanctuary Medicinals agent will immediately inspect the registered qualifying patient's, personal caregiver's and authorized purchaser's proof of identification and determine the individual's age. An individual will not be admitted to the compassion center unless the agent has verified that the individual is 21 years of age or older by an individual's proof of identification. At the door, a designated agent will collect valid patient identification and confirm age and patient/caregiver status. Failing the confirmation of either requirement, an individual will be prohibited from entering the compassion center.
- Once inside the dispensary area of the compassion center, patients will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a Sanctuary Medicinals agent. Point of sale stations for sales will be physically separated as in the floor plan submitted in CC Exhibit F herein. Upon checkout, patients will be required to confirm their identities and age a second time. Check out also activates the medical marijuana program tracking system compliant with the Rhode Island regulations.

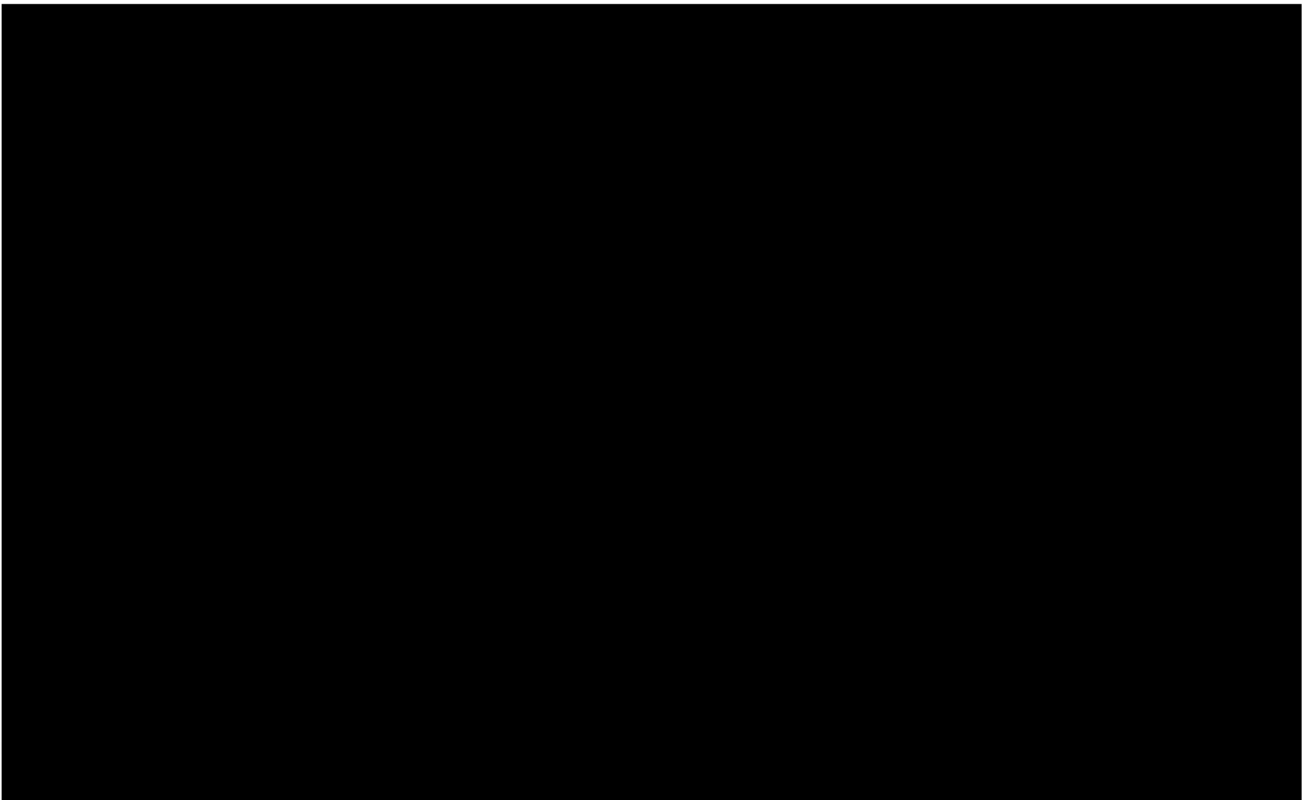
POINT OF SALE TRACKING

BioTrackTHC – Inventory Control System





Inventory Tracking





TRAINING

In accordance with RIGL §§ 21-28.6-12(f)(14) and 21-28.6-16(b) and §section 1.6.12 of the Regulations Sanctuary Medicinals shall implement and maintain an on-site training curriculum.

Sanctuary Medicinals' agents will receive paid training prior to commencement of work at the compassion center. After employees commence work at Sanctuary Medicinals' compassion center employees will be required to participate in company specific onsite training curriculum on an annual basis. To supplement Sanctuary Medicinals' educational curriculum, Sanctuary Medicinals will contract with outside safety, security, and medical experts for specialized trainings, as necessary.

Informational Developments in Medical Marijuana Use

Sanctuary Medicinals will provide Sanctuary Medicinals managers and agents with training on the informational developments in the field of medicinal marijuana at least twice annually. These developments will be incorporated into the Sanctuary Medicinals' Patient Education Policy which will be continually updated to incorporate new developments and will be provided to every employee in the written employee handbook. The informational developments will also be presented to patients in the form of education materials to keep them up-to-date on clinical research.

Annual Training

Sanctuary Medicinals agents and managers will be required to attend training on the medicinal use of marijuana, and Sanctuary Medicinals' procedures for providing that information to patients/caregivers. At the time of initial hiring, each Sanctuary Medicinals agent will attend a training session in the field of medicinal marijuana which will include, but is not limited to, the following: potential side effects of marijuana use and Sanctuary Medicinals protocols for communicating potential side effects to registered qualifying patients, primary caregivers and authorized purchasers; differing strengths of products dispensed and research on dosage strength; developments in safe techniques for use of medicinal marijuana and paraphernalia; alternative methods and forms of consumption or inhalation by which one can use medicinal marijuana; signs and symptoms of substance abuse; information on tolerance, dependence and withdrawal; and opportunities to participate in substance abuse programs.

Prior to commencement of work at Sanctuary Medicinals, each agent must pass an examination on the pertinent regulations of RIDBR, potential side effects of marijuana, safe techniques for administering medicinal marijuana, substance abuse recognition and any research developments in the field.

The research presented at educational trainings incorporating advancements in research on the topic of medicinal use of marijuana will be incorporated into updated informational materials for distribution to registered qualifying patients, their primary caregivers and authorized purchasers.

Appointment Training

All of Sanctuary Medicinals' agents and volunteers will receive, at a minimum, training in the following areas: professional conduct, ethics and State and Federal laws regarding patient confidentiality (detailed below); informational developments in the field of medical use of marijuana; the proper use of security measures and controls adopted by Sanctuary Medicinals; specific procedural instructions for responding to an emergency, including a robbery or workplace violence, that form part of written disaster plan; and drug/alcohol, smoke, and drug-free workplace policy.

Patient Confidentiality Training

All managers, agents and volunteers will be required to attend onsite training on compliance with professional conduct standards, ethics, and State and Federal laws regarding patient confidentiality including, but not limited to, HIPAA compliance. The subject matter of the training will be summarized in written guides on protocols employees must follow and will be included in an employee training manual given to all employees at the time of hire. The instruction provided on professional conduct and patient confidentiality laws will be presented by a third party certified in providing

HIPAA education courses. In addition, each new hire must sign a confidentiality statement affirming that he or she will adhere to Sanctuary Medicinals' confidentiality protocols and maintain the confidentiality of patient health and personal information.

The professional conduct and patient confidentiality training will consist of, but is not limited to, the following: HIPAA and patient privacy regulation education and training on Sanctuary Medicinals protocols to assure compliance with privacy regulations; Maintenance of records in compliance with HIPAA record-keeping protocols; education on Sanctuary Medicinals' procedures for the proper secure storage of patient information; training on providing counseling upon patient/caregiver request in a confidential manner; discussion of common examples of conduct that jeopardize patient confidentiality to illustrate dangers of the prohibited conduct; demonstrations and tests on the proper use of Sanctuary Medicinals' written and electronic POS system and record keeping system in compliance with patient confidentiality laws; and a written patient confidentiality examination on which new hires must earn a passing score prior to commencing employment with Sanctuary Medicinals.

Mandatory Trainings Reviewing Security and Safety & Disaster Protocols

Part of Sanctuary Medicinals' written security and security plan includes protocols requiring periodic mandatory training for all managers, agents and volunteers to review company safety, security, and emergency response protocols. The continued trainings consist of educational sessions reviewing Sanctuary Medicinals protocols & procedures, in addition to emergency simulations or mock "drills."

Safety and security educational sessions include, but are not limited to, reviewing the following Sanctuary Medicinals protocols, procedures, and controls:

- Location of emergency exits, panic buttons, fire extinguishers, first-aid kit, and electronic monitoring system;
- Protocols for maintaining patient confidentiality & privacy;
- Reporting procedures in the event of an emergency;
- Review of high-risk activities requiring the presence of more than one employee including procedures for logging cash and taking inventory; and
- Emergency response trainings (in partnership with local officials) that include instruction on the proper use of fire extinguishers, electronic monitoring system, and first aid kit.

Proper Hygiene & Sickness & Handling

Review of Sanctuary Medicinals' sanitation procedures including, but not limited to, the following:

- Protocol mandating sick employees inform their manager and not report to compassion center;
- Hand washing and glove use protocols;
- Cleaning procedures and safe storage of disinfectants;
- Protocols for food & beverage consumption including adherence to designated areas; and
- Proper dress and personal hygiene protocols.

Proper Provisioning

Training that cover Sanctuary Medicinals' procedures for proper and safe dispensing of medicinal marijuana including, but not limited to, the following:

- Training on recognizing signs of substance abuse or unlawful distribution, and the prohibition against dispensing medicinal marijuana to those individuals;
- Review of the authorized forms of medicinal marijuana and any updated information from clinical studies regarding those forms;
- Trainings on adherence to Sanctuary Medicinals' labeling and written & electronic sales records procedures; and
- Educational sessions reviewing Sanctuary Medicinals' procedures for reporting the occurrence of an adverse event and review of events that require reporting.

Documentation of All Required Training

All required training and education, including training regarding privacy and confidentiality requirements, will be documented by a signed statement of the individual who attended the training.

The signed statement, which will be maintained in said employee's personnel record, will include the:

- Date, time, and place of said training;
- Topics discussed; and
- Name and title of presenters.

Periodic Performance Evaluations

To ensure agents retain the subject-matter of Sanctuary Medicinals' education and training sessions, proficiency tests on the information covered at initial appointment trainings will be included in every employee's semi-annual and annual performance reviews.

Proficiency tests conducted during performance reviews will cover, at the minimum, the following:

- Emergency response procedures;
- Security protocols and use of security measures;
- Patient confidentiality protocols and laws;
- Prohibited conduct; and
- Sanctuary Medicinals' alcohol and drug-free workplace policy including Sanctuary Medicinals' employee assistance program.

PACKAGING AND LABELING

Sanctuary Medicinals will be compliant with product packaging and labels requirements for retail pursuant to §1.5 of the Regulations and §1.5.3 of the Regulations.

Packaging

All medical marijuana and medical marijuana products will be packaged as follows:

- In a secure area by an agent that is required to follow strict hygienic practices including thorough handwashing prior to packaging any product and the wearing of food safe gloves;
- In plain, opaque, tamper-proof, and child-proof containers without depictions of the product, cartoons or images other than Sanctuary Medicinals' logo;
- Be child resistant as defined in §1.1 of the Regulations;
- Edible MIPs will not bear any resemblance to any product available for consumption as a commercially available candy.

Labeling of Marijuana

Sanctuary Medicinals will place a legible, firmly affixed label on which the wording is no less than size 6 font on each package of marijuana that it prepares for dispensing, containing at a minimum the following information:

- The registered qualifying patient's name;
- Sanctuary Medicinals' name and registration number (as the compassion center that packaged the marijuana), together with Sanctuary Medicinals' telephone number and mailing address, and website information;
- The quantity of usable marijuana contained within the package;
- The date that Sanctuary Medicinals packaged the contents;
- A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- The cannabinoid profile of the marijuana contained within the package, including THC level;

- A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with the DBR and DBR and
- This statement, including capitalization: *“This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”*

Labeling of MIPs

Sanctuary Medicinals will place a legible, firmly affixed label on which the wording is no less than size 6 font on each MIP that it prepares for dispensing, containing at a minimum the following information:

- The registered qualifying patient’s name;
- Sanctuary Medicinals’ name and registration as the producer of the MIP, together with Sanctuary Medicinals’ telephone number and mailing address, and website information;
- The name of the product;
- The quantity of usable marijuana contained within the product as measured in ounces;
- A list of ingredients, including the cannabinoid profile of the marijuana contained within the product, including the THC level;
- The date of product creation and the recommended “use by” or expiration date;
- A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- Directions for use of the product if relevant;
- A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with DBR and DBR
- A warning if nuts or other known allergens are contained in the product; and
- This statement, including capitalization: *“This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”*

Labeling and Packaging Compliance

Sanctuary Medicinals will ensure all packaging and labeling is in compliance by:

- 1) Vetting vendors for their good standing with RIDBR compliance.
- 2) Auditing all product bought by receiving pictures of the labels before the product arrives and also a child resistant certification for the packaging. All labels will be studied with regard to the state regulations noting each regulation is being met.

Sanctuary Medicinals will ensure display all ingredients and a nutritional fact panel clearly on the labels of marijuana infused products including identification of any major allergens contained in the product in accordance with the Food Allergen Labeling and Consumer Protection Act of 2004,

21 U.S.C 343 (2010), specifically milk, eggs, fish, crustacean, shellfish, tree nuts, peanuts, wheat and soybeans.

All Product bought by Sanctuary Medicinals from a vendor must be inspected before being delivered to the Compassion center for a variety of compliance items including the labels bearing any resemblance to an already established brand/cartoon that has ever been promoted to minors. The package must also be free of any bright/neon colors. The label must be free of anything resembling a different or misleading product and also must bear all warnings/markings set forth by the Rhode Island regulations. These compliance checks will be done by the Chief Compliance office.

Advertising

Sanctuary Medicinals is aware and will be compliant with the advertising prohibitions found in RIGL §§21-28.6-6(g)(8), 21-28.6-12(f)(1)(viii) and 21-28.6-16(b) and §1.10 of the Regulations.

Sanctuary Medicinals Logo

- Sanctuary Medicinals has developed a logo to be used in labeling, signage, and other materials such as letterhead and patient education materials.
- The logo is discreet, unassuming and does not use medical symbols, images of marijuana, related paraphernalia or make colloquial references to marijuana.

Signage

- There will be no external signage at Sanctuary Medicinals' facility.
- Sanctuary Medicinals will comply with any other restrictions or requirements set forth by the City of Providence.
- The building will only be identified using the Sanctuary Medicinals name.
- Advertisements for marijuana, brand names, or graphics related to marijuana or paraphernalia will not be placed on the exterior of the building.

Product Pricing

- Pricing for marijuana, marijuana products, and paraphernalia will not be advertised.
- Registered patients and caregivers may request pricing information and available marijuana strains while at the dispensary.

Promotional Materials

- Sanctuary Medicinals will not produce any items for sale or promotional gifts, such as T-shirts or novelty items, bearing a symbol of or references to marijuana or MIPs, including the Sanctuary Medicinals' logo.
- All advertising materials and materials produced by Sanctuary Medicinals and disseminated pursuant to the regulations or are prohibited from including:
 - Any statement, design, representation, picture, or illustration that encourages or represents the use of marijuana for any purpose other than to treat a debilitating medical condition or related symptoms;

- Any statement, design, representation, picture, or illustration that encourages or represents the recreational use of marijuana;
- Any statement, design, representation, picture, or illustration related to the safety or efficacy of marijuana unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor, which shall be made available upon the request of a registrant or the Department; or
- Any statement, design, representation, picture, or illustration portraying anyone under 18 years of age.

Product Visibility

Marijuana, MIPs, and other associated products will not be displayed or clearly visible from the exterior of the Sanctuary Medicinals' compassion center.

Sanctuary Medicinals will ensure that no misuse of advertising occurs pursuant to §1.10 of the Regulations.

CUSTOMER DEMAND MANAGEMENT

Sanctuary Medicinals will incorporate a three-tiered approach to managing patient traffic.

1. Online ordering - Sanctuary Medicinals will provide an online ordering option on its website and ancillary sites to accelerate the purchasing process. Online orders will be filled ahead of time, allowing these patients precedence by queuing them to a separate fast lane with designated points of sale.
2. Appointment system -Sanctuary Medicinals will offer patients the option of setting up an on-line appointment. On-line appointments will be scheduled through the company's website and grouped in 30 minute increments. This will again allow patient demand to be calculated and appropriately coordinated.
3. Queuing system -Sanctuary Medicinals will institute a queuing system which allows patients the ability to hold their place in line. A security agent will monitor the queuing system. patients who would like to hold their place in line will provide a cell phone number to be contacting at an appropriate time to come back to wait in the line. patients will be encouraged to visit local retailers in the interim waiting period. Specific queuing rules will be determined by Sanctuary Medicinals as it prepares to open for business.

Sanctuary Medicinals proposed location has ample parking for the patients that are projected to visit the compassion center on a daily basis. The proposed location also has ample space to establish a patient queuing system that will result in the orderly operation of the compassion center.

COMPLAINTS

The following procedure will guide Sanctuary Medicinals' compassion center management and agents on how to properly address patient complaints and concerns. All complaints should be handled by the Compassion Center manager in accordance to the procedure outlined below. If a patient is making a complaint in person or over the phone, the patient will be heard completely by the Sales Associate but for further resolution a manager will need to take over.

Procedural Steps:

1. If a patient approaches an agent with a complaint, they should direct the patient to the AGM or GM on duty.

Examples of ways complaints are filed:

- a. In-person
- b. Over the phone
- c. Social Media Review
- d. Email

Examples of complaints:

- a. Long wait time
 - b. Lack of product knowledge provided by an agent
 - c. Poor customer service
 - d. Displeased with product purchase
2. Identify the patient's complaint and document on the patient Complaint Form.
Note: Complaints allow Sanctuary Medicinals the opportunity to fix a problem and curb the problem from reoccurring while also allowing the patient to feel comfortable coming back in the future.
 3. Complaints made about the agent the patient dealt with will be handled by the manager on duty.
Note: The agent should apologize on behalf of themselves or another agent, if applicable, and alert their manager of the complaint to further handle the situation.
 4. Manager on duty will consult with the agent and patient separately to understand the issue at hand.
 5. Provided the patient was not using offensive language or hostile behavior, apologize on behalf of the agent's actions or lack thereof, product quality issue, wait time, or other issue addressed by the patient.

6. A credit between [REDACTED] can be issued to the patient's account via a pop-up note in BioTrack POS if the manager determines it is warranted.
7. Record the following information on the patient Complaint Form:
 - a. patient name, phone number, and email
 - b. complaint information – complaint date, agent (if applicable), complaint details.
 - c. immediate corrective action taken – credit.
 - d. suspected cause – what was the reason for this issue occurring.
 - e. follow up details
 - f. managers signature
8. Valid complaints will need to be placed on file in a complaint folder and complaints involving employees will need to be placed in the employee's folder along with any formal write up forms. Involve HR if necessary.



Sanctuary

CUSTOMER COMPLAINT FORM

CUSTOMER INFORMATION
Patient Name:
Patient Phone Number:
Patient Email:

COMPLAINT INFORMATION	
Complaint Date:	Agent(s) involved (if applicable):
Complaint Details:	
Immediate Corrective Action Taken:	
Suspected Cause:	
Follow-Up Needed:	

Manager On Duty Signature Indicating Understanding of Complaint and Action Taken:	
_____	_____
Name of Manager Completing this Form	Signature

PRODUCT RECALLS

Product recalls pursuant to §1.11G of the Regulations may be initiated by RIDBR or RIDOH. In the event of a product recall, the following will transpire immediately to ensure that all impacted patients are promptly notified and such recalled product is destroyed:

- Knowing the product in question, determine the beginning and end dates in which product needs to be recalled, that is, establish the recall period;
- BioTrack data will be used to identify all patients who have purchased the recalled product during the recall period;
- With patients identified phone calls will be made to each patient explaining the situation at hand and instructions on returning the recalled product;
- Emails will follow the phone calls documenting next steps which were discussed on the call; and
- Via overnight mail, written instructions which recap all information provided on calls and in emails.

Patients will return the recalled product to Sanctuary Medicinals and will be given the option of refund or credit to be used that visit. Destruction of the recalled product will occur pursuant to the waste disposal requirements.

INCIDENT REPORTING

Reportable Incidents

Pursuant to §1.6.5I of the Regulations, Sanctuary Medicinals will immediately notify RIDBR, the RI State Police and the Providence Police Department by telephone immediately upon discovering the following (written communication shall be sent to DBR within twenty-four (24) hours):

- Theft or burglary or an attempt thereof;
- Any fire;
- A natural disaster that results in destruction of or damage to medical marijuana or marijuana products;

- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours;
- A security alarm activation;
- Any other event which requires response by law enforcement or public safety personnel;
- Data breach – email notification to RIDBR immediately upon discovery of any data breach or cyber security threat to the MMPTS; telephone follow-up to RIDBR within 24 hours of the event.

Documenting and Reporting

Within twenty four (24) hours, Sanctuary Medicinals will provide written notice to the DBR of any incident described above, by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the RI State Police and Providence Police Department were notified, and any other relevant information. Reports, and supporting documents, including photos and surveillance video related to a reportable incident will be maintained by Sanctuary Medicinals for a minimum of two (2) years and made available to the RIDBR and to law enforcement authorities upon request.

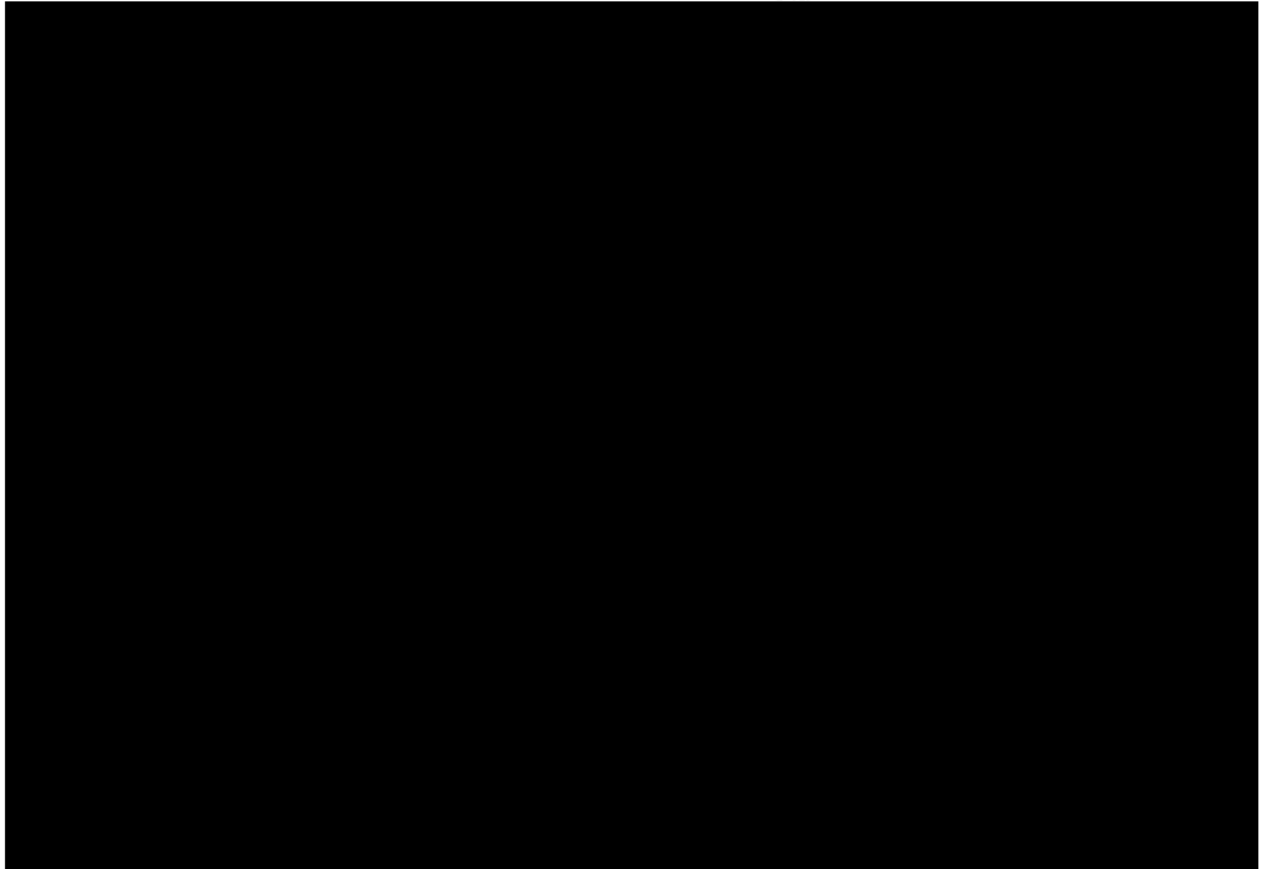
In the event of unaccounted for loss of marijuana or marijuana products, agents must adhere to the policies and procedures contained herein, especially with regard to recordkeeping, reporting, and security measures. Furthermore, upon detection of unaccounted for loss of marijuana or marijuana products, Agents must secure all marijuana and marijuana products at the Providence compassion center in vaults or limited access areas and ensure that any marijuana or marijuana products that are secured in this manner are accounted for in the inventory management system. The Director of Security will evaluate if any additional safeguards are necessary, both with respect to the incident at hand and also with respect to general Sanctuary Medicinals protocols and procedures to prevent any future loss.

QUARANTINE PRODUCT

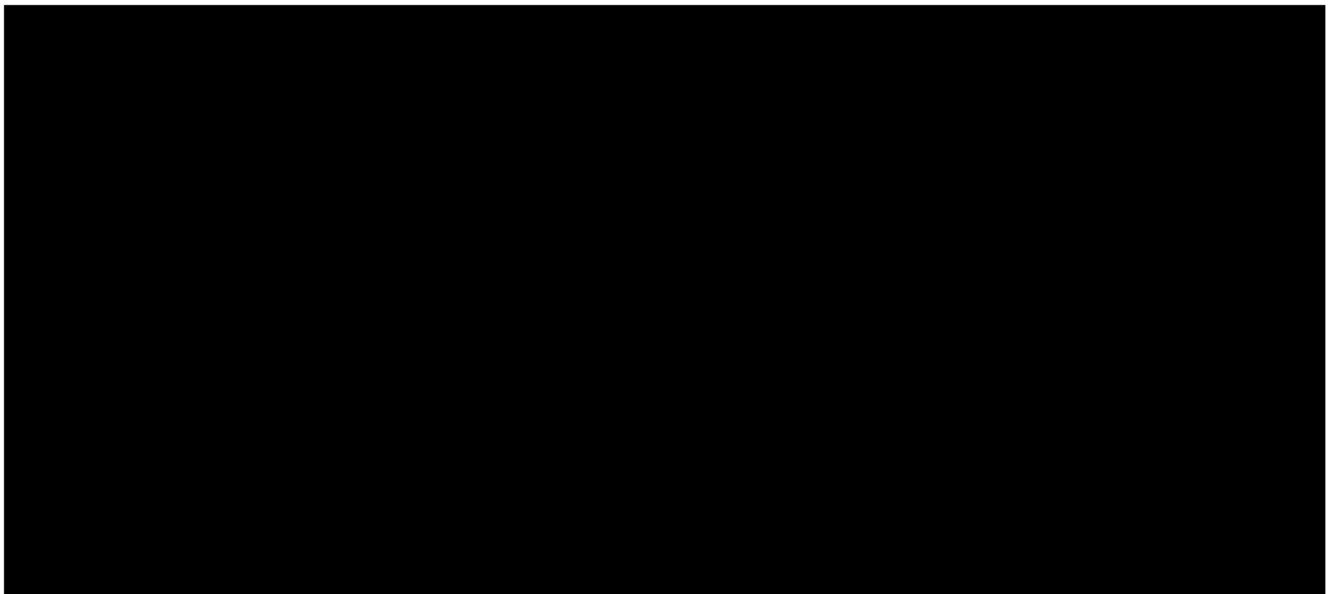
When directed to do by RIDBR, Sanctuary Medicinals will quarantine any medical marijuana or marijuana products subject to the quarantine order. The Security Director will document the amount of affected medical marijuana in inventory, and immediately segregate and destroy all contaminated medical marijuana in accordance with Sanctuary Medicinals' marijuana waste disposal procedures.

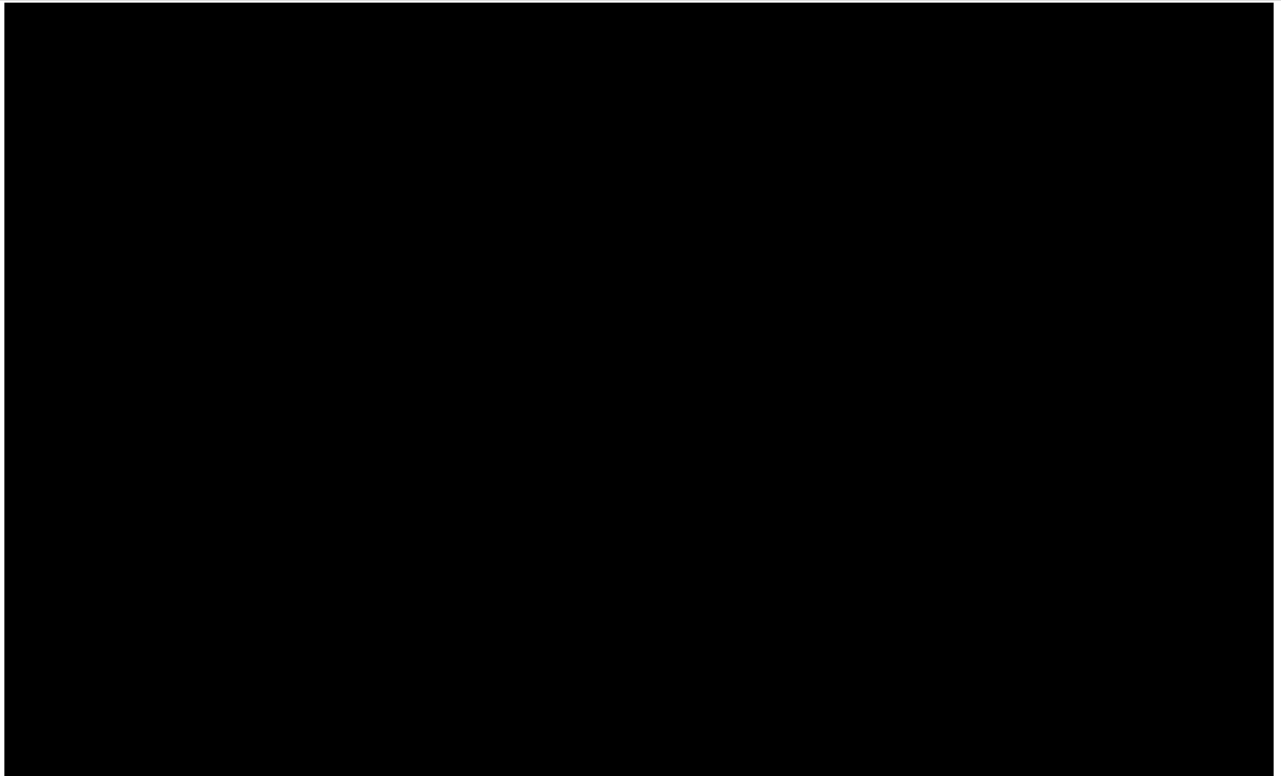
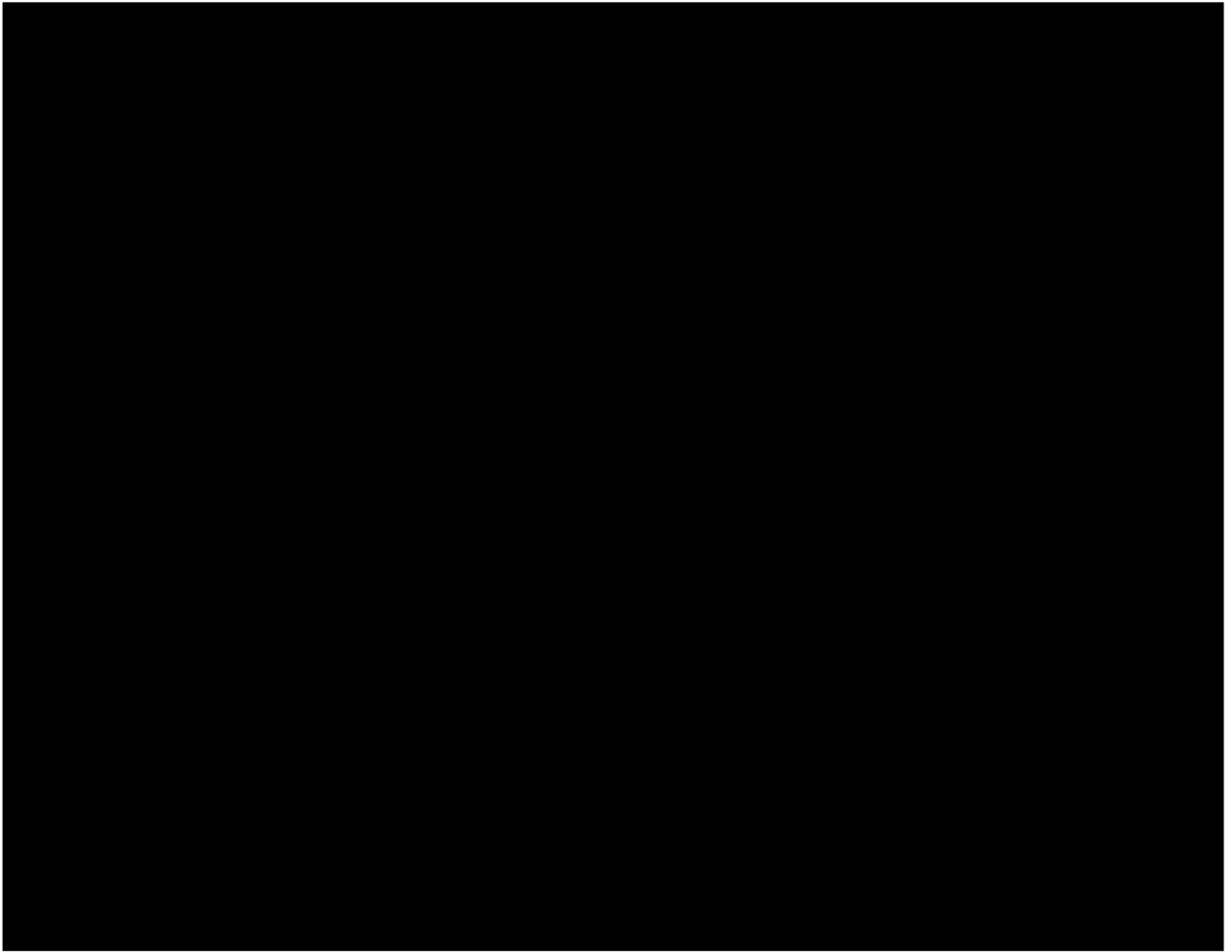
Sanctuary Medicinals maintains a separate locked cabinet within the compassion center's storage vault. Said locked cabinet shall house any segregated product that is quarantined, outdated, damaged, deteriorated, misbranded or adulterated. There is a log that is kept with all product that has been quarantined. This product will then be turned into waste and disposed in accordance with Sanctuary Medicinals' marijuana waste disposal procedures.

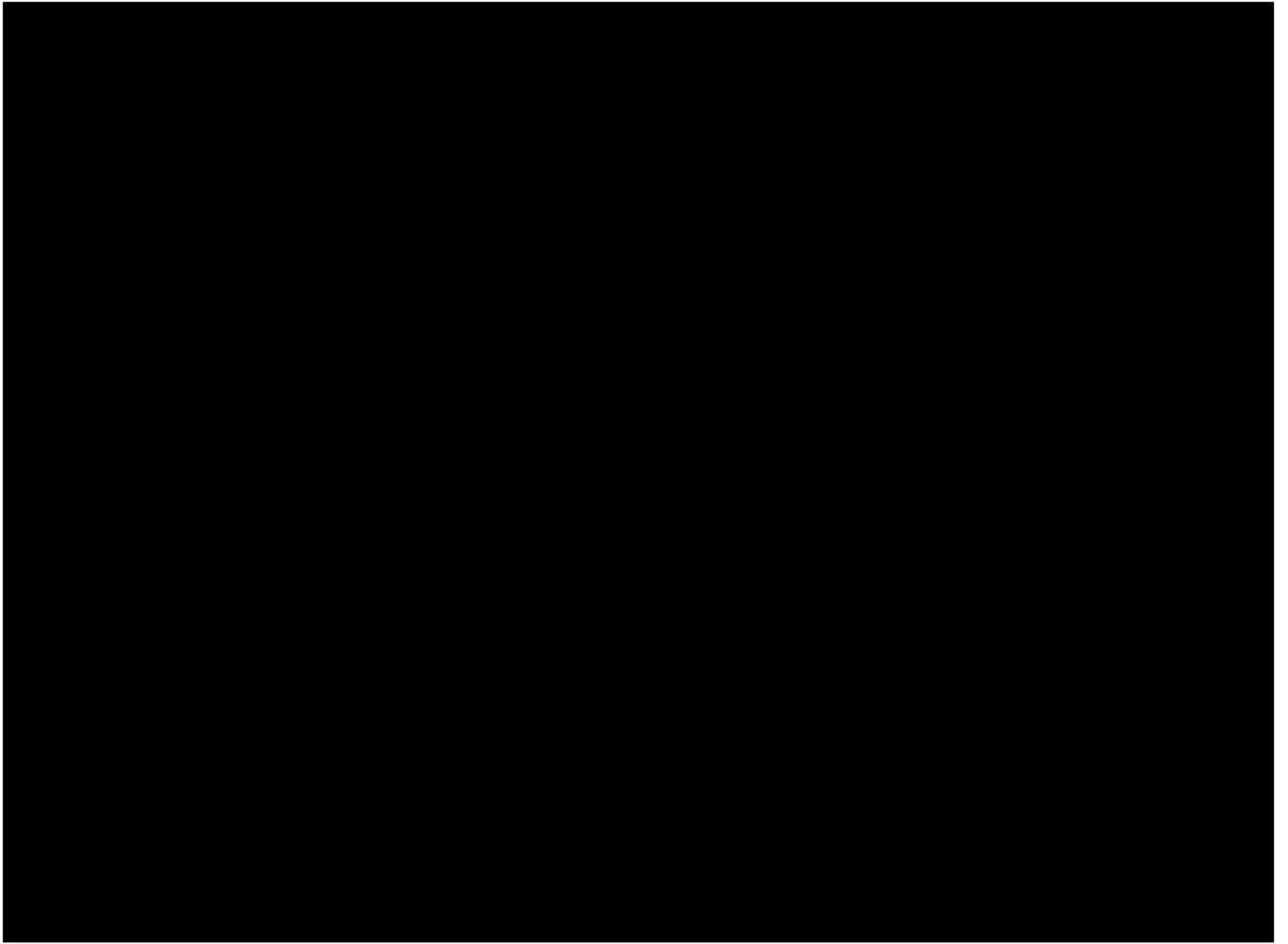
INVENTORY STORAGE



TRANSPORTATION PROCEDURES

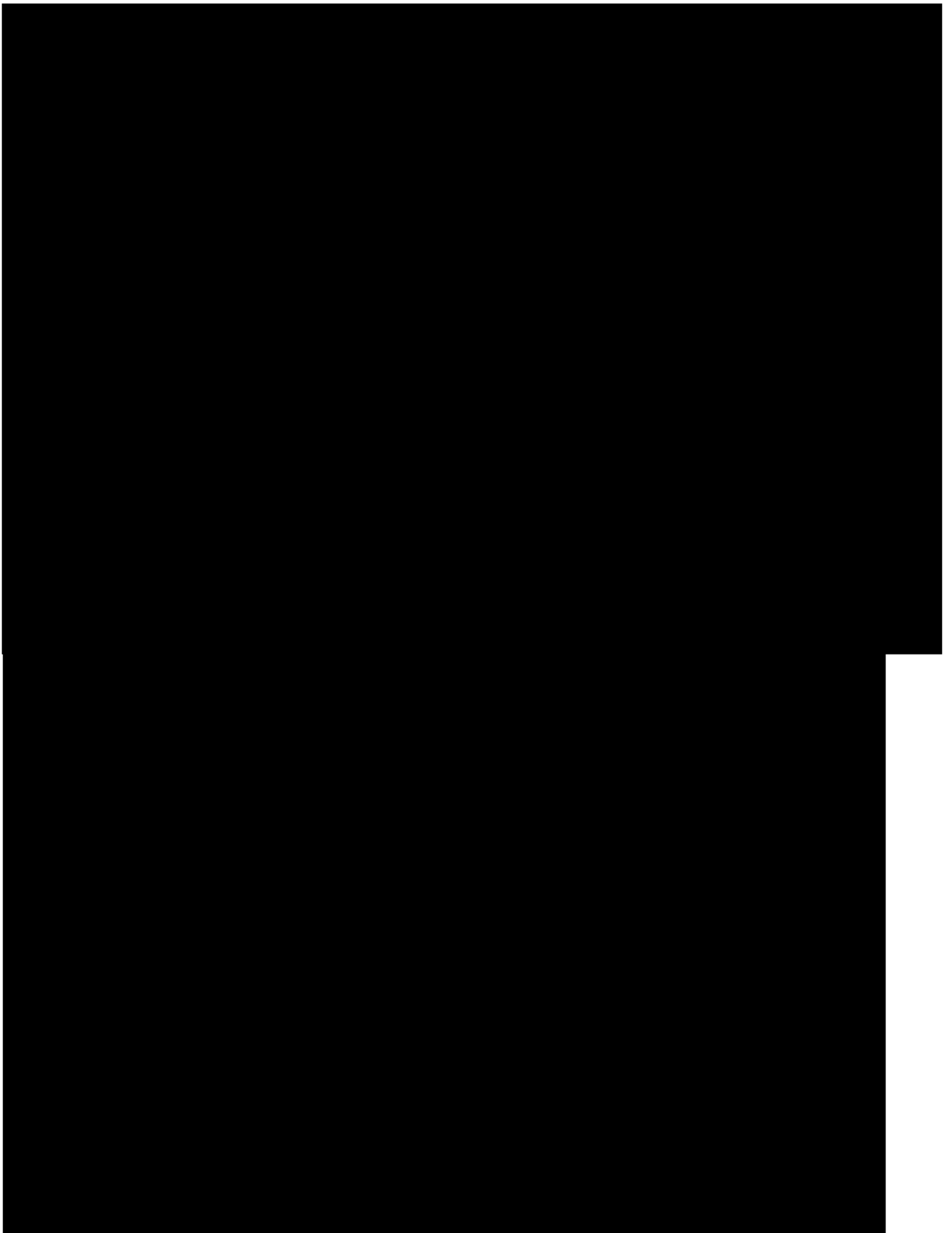


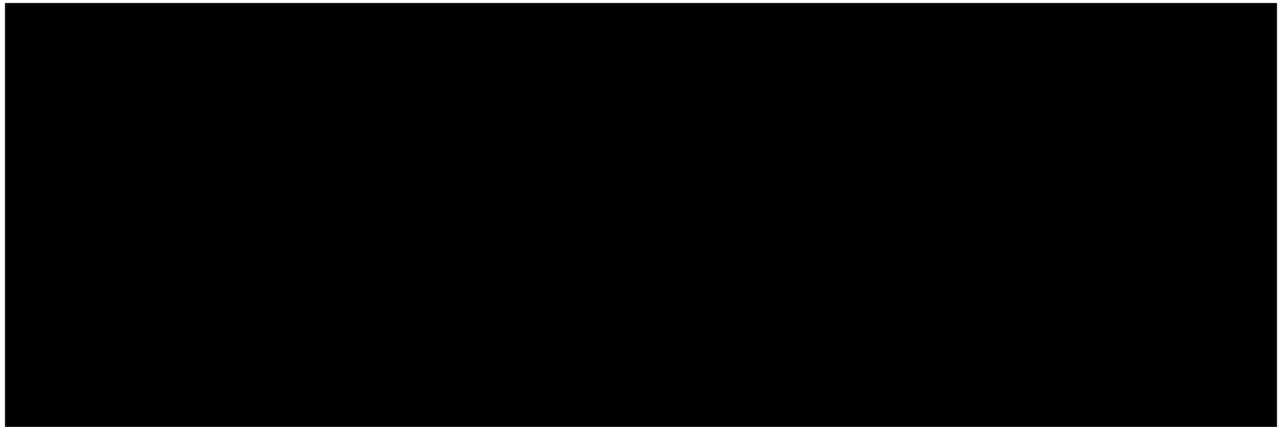




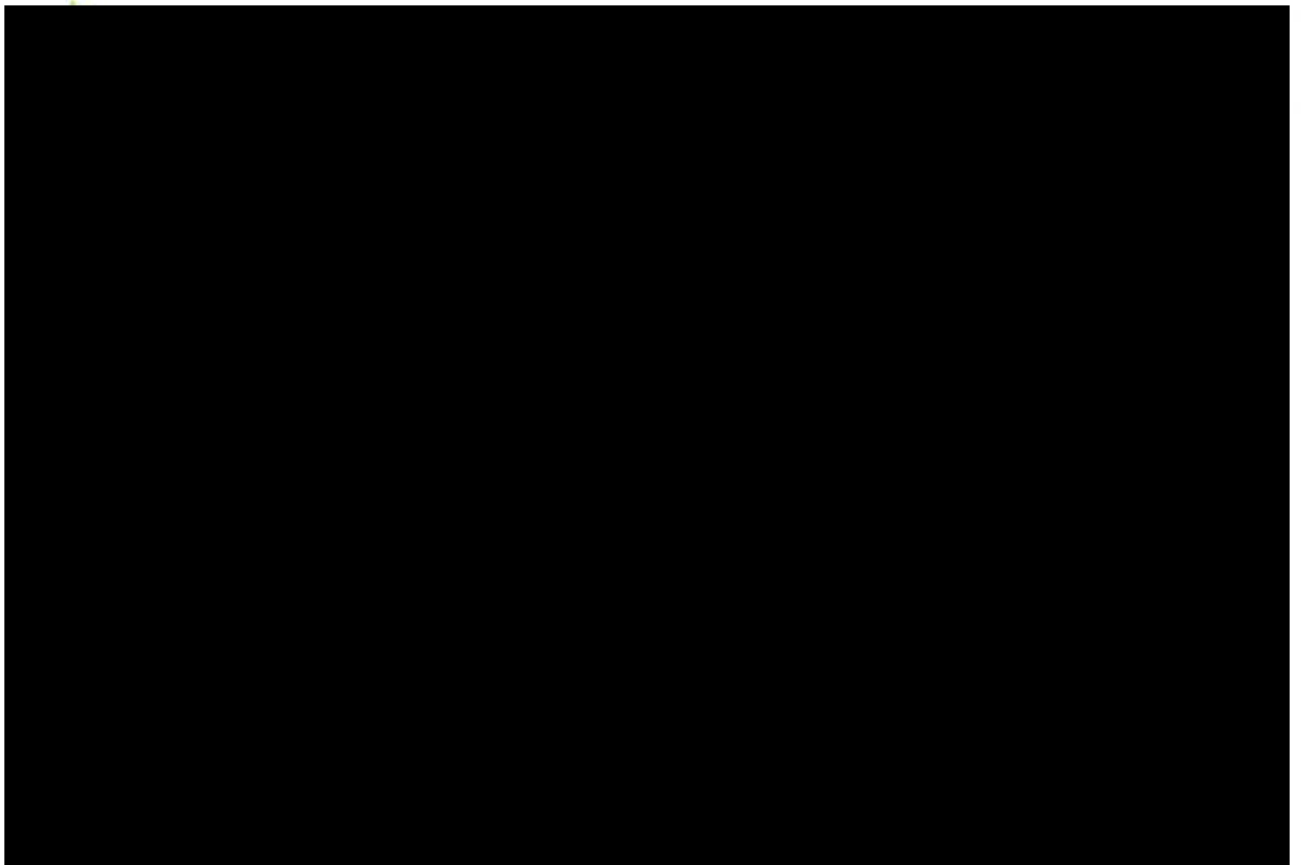
[REDACTED]

[REDACTED]





The following is a Copy of Sanctuary Medicinals' in-house transport manifest mentioned above:



PANDEMIC RESPONSE PROTOCOL

Sanctuary Medicinals will comply with the state and federal health and safety protocols, requirements and guidance with respect to the COVID-19 pandemic.

Sanctuary Medicinals' Chief Compliance Officer will keep up to date on all new RIDOH and CDC guidelines and regulations surrounding the Covid-19 Crisis and adjust Sanctuary Medicinals' policies and operations accordingly.

Sanctuary Medicinals will continue operations at the compassion center when allowed to do so while maintaining a safe work space for the employees and patients and observing social distancing and mask wearing protocols.

Sanctuary Medicinals will ensure that it has the requisite inventory of products used that are vital to operations in case of supply chain disruptions. Operational products include cleaning supplies and packaging supplies.

Sanctuary Medicinals will maintain an accelerated cleaning procedure for the compassion center.

Sanctuary Medicinals will train managers and agents on proper social distancing protocols, PPE and hand washing techniques and implement a mandatory increase in handwashing.

Social distancing and wearing of masks is mandatory in the Sanctuary Medicinals' compassion center.

Limit the number of patients in the compassion center at any given time following the CDC guidelines.

Security agents will oversee and enforce our temporary COVID-19 pandemic response measures.

Install RIDOH mandated signage regarding our COVID-19 policies.

Agents will be informed of the following:

Temperature checks will be required before each shift commences.

Agents will be required to fill out the COVID-19 Screening Tool prior to the commencement of each shift. If an agent checks "yes" on the screening tool he/she will be asked to leave the compassion center.

If staff is ill or has traveled they will be asked to stay home.

Implement a reporting structure for Sanctuary Medicinals staff members who believe they may have been exposed to the COVID-19 virus.

Sanctuary Medicinals will relax the strict adherence to its attendance policy so that agents are encouraged to stay home if they are not feeling well.

Sanctuary Medicinals will make all COVID-19 related information accessible to managers and agents and provide updates on a daily basis.

Promote online ordering.

Security staff will be increased to ensure business runs smooth and safe. Duties of the security staff will include, but will not be limited to, the following:

- directing vehicle traffic,

- Directing patient and patient foot traffic,
- Ensuring cooperation between staff and the general public
- Enforcing social distancing measures, handing out print out
- Enforcing no consumption on compassion center property
- Security agent locations: one security guard will be placed outside at each entrance and exit of on the building and inside the compassion center entrance there will be a second security staff member checking each patient in as usual
- Security will be present in other areas of the compassion center as needed.

DESIGNATED POS STATIONS

POS Number POS Purpose

1 Medical-Use Order Fulfillment via online

2 Medical-Use Check Out – Cash and Debit

OPERATIONAL PROCESSES

Medical-Use Sales

Security One Security Staff member at external of the Medical-Use Entrance, One Security Staff at the front check in desk.

Process

- Identify if the patient/patient visiting Sanctuary Medicinals is here for a medical purchase or on-line order pick up.
- Instruct the patient to proceed to the entrance.
- Alternatively, patients may also place their order online at the Sanctuary Medicinals website. [https://www.Sanctuary Medicinalsmedri.com](https://www.SanctuaryMedicinalsmedri.com) (to be established)
- Patients entering the store will proceed through the entrance.
- Upon entry into the compassion center patients will be checked in at the front security desk.
- Patients will proceed to the designated POS stations inside the compassion center as outlined in the section titled “Designated POS Stations” where they can complete their purchase.
- Upon completion the patient will be instructed by security as to where to exit the compassion center.

Note: Any monetary change owed to the patient will be placed in the exit bag and then stapled closed with the receipt and “Good Neighbor”

Policy on the outside of the bag.

These policies and procedures are subject to change to reflect the current situation with the COVID-19 pandemic.

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]



Signature of Authorized Signatory

12/11/2020

Date

Geoffrey Lewis

Printed Name
Print Title: President
Print Name of Applicant/Licensee: Sanctuary Medicinals

CC Exhibit F
Compassion Center Premises Requirements

Sanctuary Medicinals' application and responses contained therein demonstrate its understanding of, and ability to comply with, the requirements under the Act and the Regulations relative to the premises and include without limitation:

- i. *A description of the proposed Licensed Premises, including street address, plat/lot number and zoning district.* Sanctuary Medicinals' proposed licensed premises is located at 199 Branch Avenue, Providence, RI 02904. The proposed licensed premises is identified as Plat 72 Lot 517 and the premises is zoned M-1 Light Industrial. A copy of the executed lease agreement is attached hereto as Exhibit A and incorporated by reference.
- 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.* Sanctuary Medicinals has secured a letter from the City of Providence Department of Inspections and Standards, dated November 30, 2020, which indicates that the proposed licensed premises is compliant with the City of Providence Zoning Ordinance, as amended. A copy of said letter is attached hereto as Exhibit B and incorporated by reference.
- 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.* Sanctuary Medicinals' proposed physical location is not located within one thousand feet (1000') of the property line of a preexisting public or private school as demonstrated by the attached aerial depicting 1000' radius from the proposed location. Said aerial is attached hereto as Exhibit C and incorporated by reference.
- 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.* See attached floor plan attached here to as Exhibit D and incorporated by reference.
 - (2) *The restricted-access areas, limited-access areas, walls, partitions, entrances, exits and location of security alarms, cameras, and surveillance recording equipment locations.* See attached floor plan attached here to as Exhibit D and incorporated by reference.
 - (3) *Patient access areas including areas designated for patient enrollment, waiting, and education.* See attached floor plan attached here to as Exhibit D

- (4) and incorporated by reference.
 - (5) *Any public transportation services nearby.* See attached Google Earth aerial depicting RIPTA services in the area of 199 Branch Street, Providence, RI attached as Exhibit E and incorporated by reference.
 - (6) *A diagram of all proposed on-site and off-site parking capacity (including spaces for persons with disabilities).* See the parking diagram attached as Exhibit F and incorporated by reference.
 - (7) *How the facility will provide ADA-compliant access for persons with disabilities.* The architect responsible for final design of the Sanctuary Medicinals compassion center will develop a plan that will bring the proposed locating into compliance with the ADA (as well as all other requirements set forth in law or ordinance). Said plan will require approval by the City of Providence Department of Inspections and Standards prior to a building permit being issued
 - (8) *The location of the facility relative to streets and other public areas, and any other relevant information.* See the Google Earth Aerial that depicts the proposed location of the Sanctuary Medicinals' compassion center in relation to streets and public areas attached as Exhibit G and incorporated by reference.
- 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;* Sanctuary Medicinals will maintain the highest level of security at its proposed compassion center location. In addition, as the floor plan (attached hereto as Exhibit D) depicts marijuana and marijuana products are stored in a locked storage room that is not visible in to anyone in the patient area of the building or from the outside of the building. The patient entrance will be welcoming and patient friendly and will be separated by a wall from the dispensary section of the patient area. There is no visibility between the patient entrance and the dispensary area. The dispensary area has no visibility to the parking lot.
- 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.* Sanctuary Medicinals has entered into a lease agreement for a proposed licensed premises to be located at 199 Branch Avenue, Providence, RI 02904. A copy of the executed lease agreement is attached hereto as Exhibit A and incorporated by reference.

EXHIBIT A

NON-EXCLUSIVE AGREEMENT TO LEASE

This non-exclusive agreement to lease agreement ("Agreement") is entered into on this 6th day of November 2020 by and between **199 BRANCH AVENUE LLC** a Massachusetts Limited Liability Company with a mailing address of 150 Old Page Street, Stoughton, MA 02072, Attn: Bruce Balder ("Landlord") and **SANCTUARY MEDICINALS, INC.**, a Rhode Island Non-Profit Corporation, or its Nominee, with a mailing address of 2 Angell Street, Unit 2, Providence, RI 02903, Attn: Geoffrey Lewis ("Tenant"). Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Landlord owns property located at 199 Branch Avenue, Providence, RI 02904 (Plat 72, Lot 517) ("Property");

WHEREAS, said Property is improved and contains a building of approximately 20,059 square feet rentable space ("Building");

WHEREAS, the Rhode Island Department of Business Regulations ("DBR") is accepting applications for medical marijuana compassion centers ("CC") beginning on July 17, 2020 and closing on December 15, 2020 ("Application Period");

WHEREAS, DBR has promulgated regulations dated March 5, 2020, regarding CC applications (230-RICR-80-05-1) ("Regulations"), which Regulations provide, among other things, for CC selection from applications submitted during the Application Period by a random drawing to be held at a date to be determined but not yet scheduled as of the execution of this Agreement ("Drawing");

WHEREAS, said Regulations further provide that only one (1) applicant will be selected from applications submitted in the Application Period as licensee for a CC in Zone 2 (which zone includes the City of Providence);

WHEREAS, Tenant has or will submit an application for a Zone 2 CC license to the DBR during the Application Period;

WHEREAS, in the event that Tenant is selected as the licensee for a Zone 2 CC, Tenant desires and agrees as set forth below to lease from Landlord approximately 4,669 square feet of space in the Building together with 30 exclusive parking spaces on the Property;

WHEREAS, in the event that Tenant is selected as the licensee for a Zone 2 CC, Landlord desires and agrees as set forth below to lease to Tenant approximately 4,669 square feet of space in said Building together with 30 exclusive parking spaces on the Property;

WHEREAS, because DBR will select only one (1) applicant for a Zone 2 CC license and Landlord desires to lease the Property to the selected licensee for a Zone 2 CC, Landlord may offer other non-exclusive agreements to lease the Property to applicants for a Zone 2 CC license other than Tenant, this Agreement is non-exclusive;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows.

1. Within five (5) days of the date that DBR schedules or re-schedules the Drawing, Tenant shall send written notice to Landlord of the date that DBR has scheduled or re-scheduled the Drawing by certified and electronic mail at the following address:

199 Branch Avenue LLC
c/o Bruce Balder
150 Old Page Street
Stoughton, MA 02072
bruce@internationalmetal.com

with a copy to:
Michael T. Eskey, Esq.
Moses Ryan Ltd.
40 Westminster Street, 9th Floor
Providence, RI 02903
teskey@marlawri.com

2. If Tenant is selected as the CC licensee for Zone 2, Tenant shall lease a part of the Building and Property from Landlord and Landlord shall lease a part of the Building and Property to Tenant as set forth in the Lease attached hereto as Exhibit A.
3. If Tenant is selected as the CC licensee for Zone 2, the Lease attached hereto as Exhibit A, which Lease has been negotiated and mutually agreed to by the Parties by and through their respective legal counsel shall be executed by the Parties no later than two (2) business days following the selection of Tenant as the CC licensee for Zone 2.
4. If Tenant (i) does not submit an application for a Zone 2 CC license to the DBR during the Application Period or (ii) withdraws its application submitted during the Application Period for a Zone 2 CC license; or (iii) if an applicant other than Tenant is selected as CC licensee for Zone 2, this Agreement will terminate automatically without any further right, obligation, or effect by and between the Parties at either (i) the closing of the Application Period if Tenant does not submit an application within the Application Period; (ii) the date that Tenant withdraws its application submitted during the Application Period for a Zone 2 CC license; or (iii) on the date that an applicant other than Tenant is selected as CC licensee for Zone 2.
5. Notwithstanding any other provision of this Agreement, if by August 31, 2021, DBR has not conducted a Drawing and made a selection from applications submitted during the Application Period for a CC license for Zone 2 (the "Licensing Period"), this Agreement will either (i) terminate automatically, without any further right, obligation, or effect by and between the Parties or (ii) Tenant may extend this Agreement an additional six (6) months (i.e. until March 3, 2022) (the "Extended License Period") by notifying Landlord in writing of Tenant's intention to do so at least ten (10) days prior to the Agreement's expiration (i.e. on or before August 21, 2021). At the expiration of the Extended License Period, if any, if DBR has not conducted a Drawing and made a selection from applications submitted during

the Application Period for a CC license for Zone 2, this Agreement will terminate automatically, without any further right, obligation, or effect by and between the Parties.

6. As a part of the consideration for Landlord's agreement to hold a part of the Building and Property as set forth in the Lease attached hereto as Exhibit A open and available for lease by Tenant in the event that Tenant is selected as the CC licensee for Zone 2, Tenant shall pay Landlord the following non-refundable sums from the date Tenant submits its application for a Zone 2 CC license to the DBR during the Application Period to the date that Tenant's application within the Application Period is either selected, withdrawn, or not selected as the CC licensee for Zone 2:
 - A. Monthly, until August 31, 2021: zero (0) dollars.
 - B. Monthly, during the Extended License Period, if any: \$2,500 (two thousand five hundred dollars).
7. The Parties expressly acknowledge and agree that this Agreement is non-exclusive and, as such, that Landlord may enter into other non-exclusive agreements to lease the Property with other CC applicants for Zone 2 who have or will submit applications during the Application Period. Notwithstanding the foregoing, but subject to provisions of Paragraph 8 of this Agreement, the Parties expressly acknowledge and affirm that if Tenant is selected as the CC licensee for Zone 2 the Parties are fully bound to their obligations to lease the Property as set forth in this Agreement. Notwithstanding anything herein, if Tenant is chosen in the pool of applicants by the State of Rhode Island to be issued a CC license for Zone 2, the parties acknowledge and agree the Lease attached hereto as Exhibit A shall be executed in accordance with the above Paragraph 3 and, at that time, is binding, in full effect, and exclusive, regardless of the fact that this Agreement is non-exclusive
8. If at any time DBR changes the Regulations related to the number of new CC licensees allowed in the City of Providence, or there is any other change in law or regulation that would allow for more than one applicant to receive a new CC license in Zone 2 or the City of Providence for applications submitted during the Application Period, and if Landlord has executed multiple non-exclusive option agreements to lease the Property as a CC in connection with applications submitted during the Application Period, then the prospective tenant selected by the DBR as a CC licensee for Zone 2 that holds the non-exclusive agreement to lease the Property that is executed by the Parties first in time shall have the right, duty, and obligation to execute its lease for the Property for use as a CC. Landlord acknowledges, represents, and warrants that the within Agreement is the first-in-time non-exclusive agreement to lease the Property that is executed between Landlord and any other Party. .
9. Landlord agrees that by executing this Agreement, it grants Sanctuary Medicinals, Inc. or its Nominee the non-exclusive right and opportunity to negotiate and conclude with any and all public authorities, including the City of Providence, all contracts and agreements necessary to locate a CC on the Property.

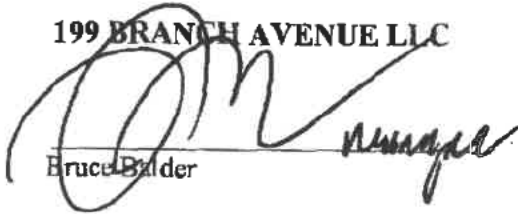


10. Tenant may represent to any and all public authorities, including DBR, that it has a signed a binding agreement to lease the Property for use as a CC and that a lease for that purpose in the form attached as Exhibit A will be executed if Tenant is selected as CC licensee for Zone 2 in the Drawing.
11. Amendment. This Agreement may be amended or modified only by a written instrument executed by both of the Parties.
12. Representations and Warranties. Each of the Parties represents and warrants to the others that such Party, or an appropriate officer thereof, is duly authorized to execute and deliver this Agreement and to fully perform its/his obligations hereunder and in the documents related hereto, and has taken all requisite actions necessary to authorize the execution and delivery hereof and the performance of such obligations. Each of the Parties represents and warrants to the others that such Party has been represented for purposes of this Agreement by independent legal counsel of such Party's own choosing, that such Party has reviewed this Agreement and is fully aware of its contents and its legal effect, and that such Party has entered into the Agreement freely and voluntarily.
13. Severability; Separability. Any of the parts, provisions, warranties, or covenants set forth herein are severable and separable, and in the event that they, or any one of them, shall be deemed to be void, invalid, or unenforceable by a court of competent jurisdiction; then this Agreement shall be interpreted as if such void, invalid, or unenforceable parts, provisions, warranties, or covenants were not set forth herein, and the remaining provisions hereof shall remain enforceable to the extent permitted by applicable law.
14. Supersedeure; Entire Agreement; Binding Effect; Construction. This Agreement supersedes all prior negotiations and agreements, whether written or oral, between the Parties, and sets forth the entire understanding and agreement of the Parties. This Agreement shall be binding on, inure to the benefit of, and be enforceable by the Parties and their respective heirs, executors, administrators, successors, assigns, and distributees. This Agreement was negotiated and reviewed by all Parties hereto. No portion of this Agreement shall be construed against any drafting Party. The terms of this Agreement are contractual in nature and not a mere recital, and it shall take effect as a sealed instrument.
15. Governing Law; Consent to Jurisdiction; Counterparts; Recitals. This Agreement is being delivered and is intended to be performed in the State of Rhode Island and shall be construed and enforced in accordance with the laws of that state without reference to the rules of conflicts of laws thereof. In any litigation connected with or arising from this Agreement, the Parties hereby consent to and confer exclusive jurisdiction on the courts of the State of Rhode Island and hereby expressly waive any objections to personal jurisdiction, venue, and *forum non conveniens* in any such courts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any and all recitals set forth in this Agreement are hereby deemed to be true and correct and shall further be deemed incorporated by reference into and a part the Agreement.

AGREED TO AND ACCEPTED BY:

LANDLORD:

199 BRANCH AVENUE LLC

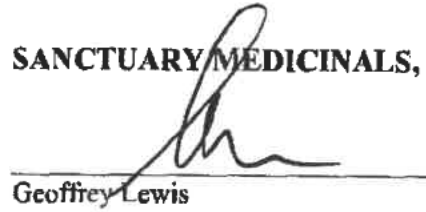

Bruce Butler

Title: Manager

Date: 12/10/20

TENANT:

SANCTUARY MEDICINALS, INC.


Geoffrey Lewis

Title: Director

Date: ~~10~~ 11/9/2020

EXHIBIT A

Lease

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of two main parts, possibly initials or a name, written in a cursive or script style.

LEASE

by and between

199 Branch Avenue LLC, as Landlord

and

Sanctuary Medicinals, as Tenant

for the land and building at

199 Branch Avenue Providence, Rhode Island

LEASE

THIS LEASE ("Lease") is dated as of the ___th day of _____, 202__ (the "Effective Date") and is entered into by and between Landlord and Tenant named below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

1.1 Definitions. Whenever used herein, the following terms shall have the following meanings:

Term Commencement Date: As defined in Section 2.2 below.

Rent Commencement Date: As defined in Section 2.2 below.

Landlord: 199 Branch Avenue LLC, a Massachusetts Limited Liability Company

Address of Landlord: 150 Old Page Street, Stoughton, Massachusetts 02072
Attn: Bruce Balder

Tenant: Sanctuary Medicinals a Rhode Island Non-Profit Corporation or its Nominee.

Address of Tenant: Sanctuary Medicinals
Geoffrey Lewis
2 Angell Street
Unit 2
Providence, RI 02903

Broker(s): Atlantic Retail Properties

Term: Ten (10) years, commencing on the Rent Commencement Date and expiring on the last day of the calendar month in which the tenth (10th) anniversary of the Rent Commencement Date occurs (the "Expiration Date"), unless sooner terminated or extended as may be provided herein.

Option(s) to Extend Term: Four (4) options to extend the Term for Five (5) Lease Years per option, subject to the terms and conditions of Article 23 hereof.

Lease Year: Each period of twelve (12) full consecutive calendar months during the Term, with the first (1st) Lease Year commencing on the Rent Commencement Date; provided, however, that (a) if the Rent Commencement Date falls on a day other than the first (1st) day of a calendar month, then the first (1st) Lease Year shall also include the partial calendar month in which the Rent Commencement Date occurs, and (b) the last Lease Year shall in any event end on the Expiration Date (and may thus be a partial Lease Year).

Land & Property: Certain real property, known as Plat 72, Lot 517 in Providence, Rhode Island, on which the Building is located, consisting of approximately 1.59 acres of land and approximately 4,669 square feet of a space that is approximately 20,059 square feet in size of rentable space with an exclusive to all property rights and improvements that run with the Property and exclusive right to 30 parking spaces within close proximity of the Building and Premises. A legal description of the Land is annexed hereto as Exhibit A.

Building: The Building, commonly known as and having an address of 199 Branch Avenue, Providence RI, located on the Land, containing a total of approximately 20,059 rentable square feet of space.

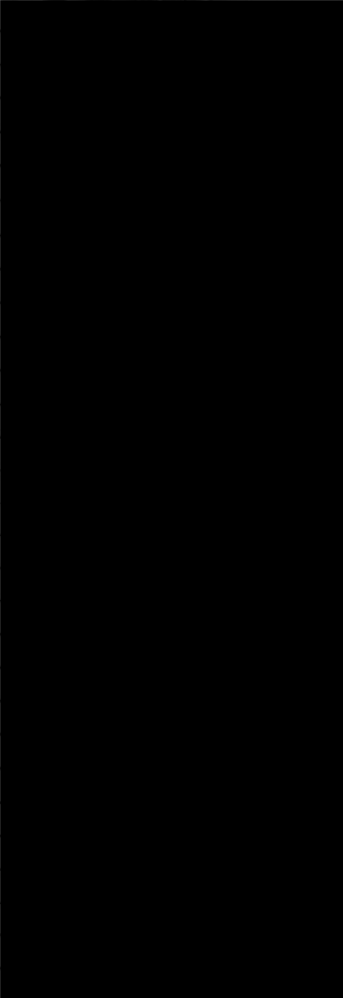
Premises: A certain portion of the Land and a certain portion of the Building, together with any and all other structures and improvements located thereon from time to time during the Term. The Premises shall consist of approximately four thousand six hundred sixty-nine (4,669) square feet of the Building located at the southern section of the existing building with exclusive rights to all property rights and improvements that run with the Premises. Landlord also grants to Tenant the non-exclusive right to use in common with Landlord and other tenants or users of the Building (subject to reasonable rules of general applicability from time to time made by Landlord), the common areas associated with the Land and the buildings thereon, which are defined as such areas and facilities outside the Premises that are provided for the general use in common by Landlord, Tenant and other tenants or users of the Building and the other building on the Land and their respective agents, invitees and customers (the "Common Areas"). The Common Areas shall include, without limitation, pedestrian walkways, parking areas, landscaped areas, sidewalks, service corridors, conduits, risers, thoroughways, and private roads, servicing the Premises and the Land. A plan of the Premises is annexed hereto as Exhibit A-1.

Permitted Use: For use initially as a licensed medical marijuana compassion center ("CC") as defined by and in accordance with the Rhode Island General Laws, Rhode Island Department of Health, and the Rhode

Island Department of Business Regulations ("DBR"), as the same may be amended from time to time, and such other statutes, rules and regulations as may be implemented from time to time with respect to said use and such other lawful use, if license is obtained, as a dispensary for the recreational use of cannabis, for the storage of cannabis products, and for the transport and sale of cannabis products by license or permit, as well as ancillary office use in connection therewith, and for such other legal purposes permitted by law, subject in all cases to all Legal Requirements (defined in Section 7.5). Tenant is prohibited from use of the Premises for cultivation of marijuana, whether medicinal or recreational.

Base Rent:

Base Rent shall be as follows:

Lease Year	Annual Base Rent	Monthly Installment
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
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16		
17		
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****26****		
27		
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*If Tenant properly exercises the option for the first Extension Period.

**If Tenant properly exercises the option for the second Extension Period.

***If Tenant properly exercises the option for the third Extension Period

****If Tenant properly exercises the option for the fourth Extension Period

Security Deposit:

██████████ which shall be due upon the issuance of Tenant's compassion center license by the Rhode Island Department of Business Regulation and which shall be reduced during the Term in accordance with Section 4.1, in lieu of a personal or corporate guarantee.

Operating Expenses:

Tenant will be only be responsible for its proportionate share (23%) of building insurance premiums, (all such insurance shall be in commercially reasonable amounts), subject to Tenant's reimbursement to Landlord of any increase in insurance premiums as detailed in Section 3.2

All other charges and assessments incurred by or levied against the Premises including but not limited to common area maintenance and real estate taxes shall be paid by Landlord solely and said items shall include but not be limited to the aggregate costs and reasonable expenses incurred by Landlord in the operation, any repairs, replacements, maintenance of the Property, including, for example, but without limitation, all reasonable costs, expenses, fees, premiums and payments (of any kind whatsoever), including the repair and maintenance of plumbing, electrical, utility, and life safety systems; gardening and landscaping; snow and ice removal; maintenance of signs (other than tenants' signs); Landlord's personal property taxes; routine maintenance and repair of the roof membrane, flashings, gutters, downspouts, roof drains, skylights and waterproofing; maintenance of paved areas (including sweeping, striping, repairing, resurfacing, and repaving); general maintenance, painting, lighting, cleaning, refuse removal, security and similar items with respect to the Premises; security of the Common Areas; capital repairs and/or improvements; and reserves for roof replacement, exterior painting and other appropriate reserves. Tenant shall also not be liable for (a) the cost of alterations to space in the Building leased to others; (b) debt service and ground rent payments; (c) any cost or expenditure for which Landlord is reimbursed by insurance proceeds or eminent domain proceeds or which is borne by Landlord due to the failure of Landlord to obtain

insurance against fire or casualty as required under this lease; (d) costs for which Landlord is reimbursed under warranties provided to Landlord by contractors who have warranty obligations; (e) advertising and promotional expenses, leasing commissions, attorneys' fees and collection costs related to negotiation and resolving disputes under other tenant leases unless the matter involves enforcing compliance with rules and regulations or other standards or requirements for the benefit of all tenants of the Building; (f) the cost of providing electrical service to space leased to other tenants; (g) expenses which are billed directly, or reasonably allocable exclusively, to any other tenant of the Building; (h) salaries and bonuses of officers and executives of Landlord and administrative employees above the level of property manager or building supervisor and Landlord's general overhead; (i) the cost of any work or service performed on an extra-cost basis for any tenant of the Building; (j) the cost of any additions to the Building, other than those completed by Tenant; (k) any cost otherwise included in Operating Costs representing an amount paid to a person or entity affiliated with Landlord which is in excess of the amount which would have been paid on an arms-length basis in the absence of such relationship; (l) depreciation, other than annual charge-off of Permitted Capital Operating Costs as provided above; (m) costs of defending any third-party lawsuits, costs of any disputes between Landlord and its employees, or outside fees paid in connection with disputes with adjacent property owners which are not intended to benefit tenants of the Building; (n) unless caused by Tenant or Tenant's invitees, costs relating to, or in connection with, the removal, containment, encapsulation, disposal, repair, monitoring, testing, clean-up or remediation of hazardous materials, or compliance with environmental laws; and (o) any costs for the operation, maintenance, repair or replacement of the Landlord's Parking Lot. Landlord's payment of operating expenses is subject to Tenant's payment of any extraordinary operating expenses as detailed in Section 24.5, as well as Tenant's contribution and reimbursement to Landlord of any property insurance and/or real estate tax increases as detailed in Section 3.2.

Notwithstanding anything herein to the contrary, it is the intent of the parties hereto that the Tenant shall maintain and operate the Interior of the Premises in good order and repair as if it were the owner of the Premises at its sole cost and expense. All maintenance, repairs, and services for the use and operation of the Premises such as mechanical and utility systems, and all other improvements on the Property, shall be conducted by the Tenant and paid for by the Tenant directly to vendors, except for such Operating Expenses incurred by the Landlord, and Impositions which are billed directly

to the Landlord (such as real estate taxes). Except as specifically set forth herein, the Tenant's obligations shall include the obligation to make repairs (including replacements) to all elements and components of the interior of Building. The Landlord shall be responsible for the maintenance, in the exercise of its reasonable discretion, of the exterior of the property and the structure, including without limitation, the roof, exterior and interior load bearing walls, siding, the foundation, footings, structural columns, floor slabs, including the parking lots, including but not limited to snow removal, signage (other than tenant's signage), and exterior lighting. Landlord agrees to restripe the parking lot at his costs.

To the extent the premises require an HVAC system, Landlord shall allow, with its supervision, Tenant to cut into the roof to install said system, at Tenant's expense. Tenant shall provide plans for all HVAC installation and roof modification to Landlord prior to the commencement of work.

Notwithstanding the foregoing, costs for repairs and maintenance to the roof of the Building and structural repairs to the Building shall not be "Operating Expenses" under this Lease and shall be the responsibility of the Landlord.

Prudent Management. Landlord shall use commercially reasonable efforts to manage, operate, maintain and repair the Common Areas in a manner consistent with prudent real estate management practices and shall use commercially reasonable efforts to perform maintenance and repair of the common areas hereunder in such manner so as not to unreasonably interfere with Tenant's use of, or access to, the Premises.

Impositions:

Landlord shall also be responsible for all taxes, assessments (special, betterment, or otherwise), levies, fees, rent taxes, excises, impositions, charges, water and sewer rents and charges, and all other government levies, charges and fees, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the Property. Impositions shall include Landlord's costs and expenses of contesting any Impositions, provided, however that nothing herein shall be deemed to obligate Landlord to contest, or seek a reduction in, Impositions. If at any time during the Term the present system of ad valorem taxation of real property shall be changed so that in lieu of the whole or any part of the ad valorem tax on real property, or in lieu of increases therein, there shall be assessed on Landlord a capital levy or other tax on the gross rents received with respect to the Property or a federal, state, county, municipal, or other local

income, franchise, excise or similar tax, assessment, levy, or charge (distinct from any now in effect) measured by or based, in whole or in part, upon gross rents, then all of such taxes, assessments, levies, or charges, to the extent so measured or based, shall be included in Impositions, subject to Tenant's contribution and reimbursement to Landlord of any real estate tax increases as detailed in Section 3.2

Exhibits:

The exhibits listed in this Section and attached to this Lease are incorporated by reference and are a part of this Lease.

Exhibit A: Description of the Land

Exhibit A-1: Plan of the Premises

Exhibit B: Rules and Regulations

Exhibit C: Tenant's Work/Improvements

Exhibit D: Lien Waiver

ARTICLE 2.

PREMISES, LEASE TERM AND COMMENCEMENT OF LEASE TERM

2.1 Premises. Landlord hereby leases to Tenant the Premises, for the Term, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, subject to the rules and regulations set forth in Exhibit B as the same may be supplemented or modified by Landlord in its reasonable discretion from time to time (the "Rules and Regulations") and all of the other provisions of this Lease. Subject to the provisions of this Lease, Tenant shall have access to the Premises at all times during the Term, twenty-four hours a day, seven days a week, three hundred sixty-five days a year. Landlord also grants to Tenant the non-exclusive right to use in common with Landlord and other tenants or users of the Building (subject to reasonable rules of general applicability from time to time made by Landlord), the common areas associated with the Land and the buildings thereon, which are defined as such areas and facilities outside the Premises that are provided for the general use in common by Landlord, Tenant and other tenants or users of the Building and the other building on the Land and their respective agents, invitees and customers (the "Common Areas"). The Common Areas shall include, without limitation, pedestrian walkways, non-exclusive parking areas, landscaped areas, sidewalks, service corridors, conduits, risers, throughways, and private roads, servicing the Premises and the Land.

Tenant and its employees and customers shall have exclusive access to thirty (30) parking spaces pursuant to a mutually acceptable parking plan which shall include access to the rear of the Building for Landlord's use. Tenant's parking shall be limited to (i) vehicles used for business purposes only that are no larger than standard size automobiles or pickup utility vehicles and (ii) Tenant's employees' vehicles and (iii) vehicles of Tenant's customers. Parking shall be at Tenant's sole risk and Landlord shall not be responsible for any damage or theft to vehicles parking at the Property. Landlord shall not be responsible for policing the parking areas. Tenant shall be responsible for policing the exclusive parking spaces. Vehicles shall be parked only in striped parking spaces and not in driveways or other locations not specifically designated for parking. Handicapped spaces shall only be used by those persons who would be lawfully entitled to use public handicapped spaces. Tenant shall not park at any time more vehicles in the parking area than the number of parking spaces available on the Premises. In no

event shall the existing number of parking spaces on the Building Parking Lot be reduced, except subject to agreement of the Parties, or force majeure, or governmental taking or any other requirements of governmental authority, or applicable laws. Notwithstanding the exclusive parking spaces, Tenant, his employees and invitees shall also have reasonable and nonexclusive use to the remaining parking spaces adjacent to and around the Premises including but not limited to the immediately adjacent other property owned by Landlord that is unpaved (subject to reasonable rules of general applicability from time to time made by Landlord).

2.2 Term Commencement Date; Rent Commencement Date. The "Term Commencement Date" shall be the earlier to occur of either (a) (i) the Tenant's receipt of all state and local permits, licenses and approvals to operate a properly licensed medical marijuana compassion center ("CC") by the State of Rhode Island (including but not limited to all administrative approvals, approvals by the DBR, all local approvals including but not limited to the issuance of a building permit for the construction of Tenant's proposed improvements), which permits, licenses and approvals contain terms, conditions and restrictions acceptable in Tenant's commercially reasonable discretion, (ii) expiration of all applicable appeal periods expiring without appeal, (iii) the receipt of a final approval from all local, state administrative bodies and issuance of all licenses and permits as required by Rhode Island law, and (iv) and the Landlord's delivery of the Premises to the Tenant free of any other tenants and in a broom clean condition, or (b) the expiration of the Permitting Period and Extended Permitting Period, without notice of termination by Tenant. With diligence and Tenant's best efforts, following the signing of this Lease, the Tenant shall move forward in preparing the necessary plans and documentation necessary for submitting applications to all applicable state and local government bodies for such permits, licenses and approvals (collectively, "Permits and Licenses").

a. The "Rent Commencement Date" shall be the Term Commencement Date. In the event the Rent Commencement Date shall fall on a date other than the first of the month, then the Tenant, as part of the tenant's first month's rent shall also pay the proportionate share of the Base Rent from the date on which both of the foregoing conditions are satisfied up to the Rent Commencement Date.

b. The "Permitting Period." Notwithstanding anything herein to the contrary, commencing on the date of execution of this Lease and continuing until the first to occur of (i) the Rent Commencement Date or (ii) ten (10) months after the date of execution of this Lease, Tenant shall have that ten (10) month period to secure all additional state and local licenses, permits and approvals to open and operate a licensed medical compassion center ("CC") as defined by the Rhode Island General Laws and DBR in the State of Rhode Island (the "Permitting Period"). During this Permitting Period, as defined herein, on the first (1st) day of each month, Tenant shall pay Landlord Five Thousand Dollars (\$5,000) per month, said payments shall be non-refundable but fifty percent (50%) of the payments made during the Permitting Period shall be credited and applied to the first year's rent upon the Rent Commencement Date.

c. The "Extended Permitting Period." Tenant may extend the Permitting Period an additional six (6) months (the "Extended Permitting Period") by notifying Landlord in writing of Tenant's intention to do so at least ten (10) days prior to the end of the initial Permitting Period.

During the Extended Permitting Period, Tenant shall pay Landlord [REDACTED] per month on the first (1st) day of each month of the Extended Permitting Period. The foregoing payments shall be non-refundable but [REDACTED] (REDACTED) of the payments made during the Extended Permitting Period shall be credited and applied to the first year's rent upon the Rent Commencement Date.

d. **Right to Terminate.** If at any time during the Permitting Period or Extended Permitting Period the Tenant concludes that it is no longer feasible for reasonable, legitimate business purposes, (which purposes shall not include a change in the location of the awarded license for a Zone 2 CC to any place other than the Property), to proceed with the awarded license for a Zone 2 CC, Tenant shall have the right to terminate this Lease with seven (7) days written notice to Landlord. Upon the receipt of such notice of termination, as provided in this Section, this Lease shall terminate and be of no further force and effect and the Security Deposit shall be non-refundable and retained by Landlord.

e. Landlord agrees to cooperate with Tenant in obtaining said approvals. Landlord agrees that it will cooperate with Tenant in signing any applications or documents required, and Landlord agrees to perform other actions reasonably necessary for Tenant to achieve licensing and permitting for the Permitted Use, at no cost to Landlord.

f. During the Permitting Period and any Extended Permitting Period, Landlord shall have the right to use and occupancy of the Premises unless expressly agreed to in writing by Landlord; provided, however, that during the Permitting Period and any Extended Permitting Period, Tenant shall have reasonable access to the Premises for the purposes of performing due diligence related to the Permitted Use of the Premises, at Tenant's sole cost, expense and risk and at such times and on such terms as may reasonably be allowed and prescribed by Landlord and which do not interrupt or interfere with any other activity or occupancy that may then exist at the Premises.

2.3 Notwithstanding anything herein, the Tenant shall have the right to re-inspect the Premises at the Term Commencement Date to ensure that the Premises is in substantially the same condition that it was in at the time of the initial inspection. To the extent that it is determined that the Premises is not in substantially the same condition, Landlord shall promptly place the Premises in substantially the same condition as it was in at the time of the initial inspection to the extent practicable.

2.4 **Tenant's Construction.** Tenant may fit out the Premises after Landlord delivers possession, at Tenant's expense, in accordance with Section 7.13 herein. Tenant shall be allowed access to the Premises so long as Tenant provides insurance satisfactory to Landlord naming the Landlord as an additional insured; provided, however, that any access to the Premises prior to the Term Commencement Date shall be subject to reasonable prior notice to Landlord and Tenant shall not interfere with the operations of Landlord or the existing tenant in the Building (the "Existing Tenant") in connection with any such early entry.

ARTICLE 3.
BASE RENT AND ADDITIONAL RENT

3.1 **Base Rent.** Tenant covenants and agrees to pay, during the Term, to Landlord, or to such other person as Landlord by written notice instructs Tenant to make such payments for Landlord's benefit and account, without prior notice, presentment or demand (except as otherwise herein expressly provided), at the Address of Landlord set forth in Section 1.1 or at such other place (or to such account) as Landlord may by written notice to Tenant direct, commencing on the Rent Commencement Date and continuing thereafter on the first day of each calendar month of the Term, the Base Rent in equal monthly installments, paid in advance. Rent shall be prorated for any portion of a calendar month included at the beginning or end of the Term, 1/30 of a monthly payment being due for each day of a partial month (notwithstanding the actual number of days in the applicable calendar month).

Upon the issuance of Tenant's compassion center license by the Rhode Island Department of Business Regulation, Tenant shall pay the Security Deposit.

3.2 **Additional Rent.**

(a) Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as Additional Rent, twenty-three (23%) ("Tenant's Proportionate Share") of the Building Insurance pursuant to the terms set forth herein. Tenant shall also pay any and all increase in expense for Landlord's Building Insurance resulting from Tenant's Permitted Use.

(b) In the event there is any increase greater than eight percent (8%) during any year of the Term of this Lease in the Property's real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, whether because of increased rate or valuation, as a result of Tenant's tenancy and/or improvement of the Premises and/or Permitted Use, then Tenant shall pay to Landlord, upon presentation of paid tax bills, an amount equal to 100% of the increase in taxes upon the Land and Building in which the Premises are situated. In the event that such taxes are assessed for a tax year extending beyond the Term of the Lease, the obligation of Tenant shall be proportionate to the portion of the Term included in such year.

(c) Commencing on the execution of the Lease and throughout the Term of the Lease, in the event the State of Rhode Island and City of Providence approves a recreational marijuana license for the Premises and Tenant opts in on the recreational business, Tenant agrees to pay to Landlord additional rent as follows to commence upon Tenant commencing operations as a licensed recreational dispensary:

In years one (1) through two (2) of operation under a recreational marijuana license, Tenant will pay additional rent of [REDACTED] annually, divided in equal payments on a twelve (12) month basis.

In years three (3) through five (5) of operation under a recreational marijuana license, Tenant will pay additional rent of [REDACTED] annually, divided in equal payments on a twelve (12) month basis.

In years six (6) through ten (10) of operation under a recreational marijuana license, Tenant will pay additional rent of [REDACTED] annually, divided in equal payments on a twelve (12) month basis.

For the remaining years of the Term, Tenant will pay additional rent that increases [REDACTED] percent ([REDACTED]) every five (5) years from the immediately previous year's base rent, paid in twelve (12) equal monthly installments.

Said Additional Rent and increases related to recreational marijuana license will apply for the remainder of the Term, as applicable depending on the commencement of recreational operation, and in no case beyond the Expiration Date.

3.3 Rent. References in this Lease to "Rent" or "rent" shall be deemed to include both Base Rent and Additional Rent when the context so allows. All monetary obligations of Tenant under this Lease, except for the obligation to pay Base Rent, shall be deemed obligations to pay Additional Rent. Landlord may apply any payments received from Tenant to any obligations of Tenant then accrued (including Rent) in any order and without regard to how Tenant may characterize or designate such payments or obligations.

3.4 Lease not to be Deemed Triple Net. Notwithstanding anything to the contrary, this Lease shall not be deemed and construed to be a triple net lease. Landlord shall be solely responsible for all charges and assessments incurred by or levied against the Premises including but not limited to common area maintenance and real estate taxes, subject to Tenant's obligation to pay Additional Rent as outlined in Section 3.2 and extraordinary operating expenses as outlined in Section 24.5.

3.5 Independent Covenants; Waiver. Tenant hereby acknowledges and agrees that the obligations of Tenant and Landlord hereunder shall be separate and independent covenants and agreements, that Rent shall continue to be payable in all events that do not impede the Tenant's Permitted Use and enjoyment of the property and that the obligations of Tenant and Landlord hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

3.6 Late Charge. Tenant agrees that if any monthly installment of Base Rent or Additional Rent or any other sum due to Landlord is not paid within ten (10) days of the date due, an administrative late charge shall be imposed in an amount equal to five percent (5%) of the unpaid amount (such amount constituting a fair and reasonable estimate of the costs to Landlord, including inconvenience, of having to administer Tenant's late payment). The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive monthly period until paid. The provisions of this Section shall in no way relieve Tenant of the obligation to pay the monthly installment(s) of Base Rent or Additional Rent or other sum on or before the date(s) on which they are due, nor do the terms of this Section in any way affect Landlord's remedies pursuant to Article 10 in the event said monthly installment(s) of Base Rent, Additional Rent or other sum are unpaid after the date due.

ARTICLE 4.
SECURITY DEPOSIT

4.1 Security Deposit. Upon the issuance of Tenant's compassion center license by the Rhode Island Department of Business Regulation, Tenant shall deliver to Landlord a security deposit in the amount identified as the Security Deposit in Section 1.1. Except as provided for in this Section 4.1, Landlord shall hold the same throughout the Term as security for the performance by Tenant of all obligations on the part of Tenant hereunder. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default (defined in Section 10.1). Landlord shall have the right from time to time, without prejudice to any other remedy Landlord may have on account thereof, to apply such Security Deposit or any part thereof, to Landlord's damages arising from, or to cure (in whole or in part), any Event of Default by Tenant. If Landlord shall so apply any or all of such Security Deposit, Tenant shall immediately upon demand deposit with Landlord the amount so applied to be held as security hereunder. Landlord shall return the Security Deposit, or so much thereof as shall have theretofore not been applied in accordance with the terms of this Lease, to Tenant on the date ("Refund Date") that is forty-five (45) days after the later to occur of (i) the Expiration Date or earlier termination of the Term and the surrender of possession of the Premises by Tenant to Landlord at such time, provided that there is then existing no Event of Default (nor any circumstance which, with the passage of time or the giving of notice, or both, would constitute an Event of Default) or (ii) the date after the Expiration Date or earlier termination of the Term (and the surrender of possession of the Premises by Tenant to Landlord at such time) on which Tenant pays to Landlord any reconciliation amounts due, provided that there is then existing no Event of Default of Tenant (nor any circumstance which, with the passage of time or the giving of notice, or both, would constitute an Event of Default). While Landlord holds such Security Deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied which shall be disclosed to Tenant at the time, shall be turned over by Landlord to Landlord's grantee, and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the Security Deposit in accordance with the terms of this Section 4.1 and the return thereof in accordance herewith. Landlord's Mortgagee, if any, shall not be responsible to Tenant for the return or application of any such Security Deposit, regardless of whether it succeeds to the position of Landlord hereunder, unless such deposit shall have been actually received by such Landlord's Mortgagee.

Provided Tenant is not in default of any terms of this Lease, the Security Deposit shall be reduced by [REDACTED] at the end of the twelfth (12th) month of the Lease Term and then the Security Deposit shall be reduced by [REDACTED] at the end of the twenty-fourth (24th) month of the Lease Term. The remaining [REDACTED] of the Security Deposit shall remain in effect through the balance of the Term and any Extension Period. Tenant shall request each such reduction in a written notice to Landlord, and, provided said conditions have been met, Landlord shall provide a partial refund to Tenant promptly thereafter.

ARTICLE 5.
UTILITIES AND SERVICES

5.1 Utilities. On or before the Rent Commencement Date, Tenant shall make arrangements with appropriate utility or service companies for service for the Premises for any utilities and/or services which serve the Premises and Tenant shall promptly pay, as Additional Rent, all costs with respect to same, such payments to be made, to the extent possible, directly to the utility or service provider or to the appropriate party charged with collecting the same, the foregoing to include all charges for such utilities or services. Landlord shall be under no obligation to furnish any utilities or services to the Premises and shall not be liable for any interruption or failure, for any reason whatsoever, in the supply of any such utilities or services to the Premises. In no event shall Tenant's connected electrical load in the Premises exceed the Building's electrical specifications, nor shall Tenant in any other way exceed Tenant's share of the existing capacities of the Building's systems or services, unless Landlord first consents in writing, in Landlord's sole and absolute discretion. Tenant shall be afforded separate utilities and meters for the premises and shall have the option at its choosing to install an electric generator, if it so chooses, at Tenant's sole cost and expense, with plans, insurance and other requirements for Tenant improvements as required by Section 7.13 complied with..

5.2 Tenant's Cleaning and Security. Tenant shall be solely responsible, at Tenant's sole cost and expense, for providing regular janitorial services for the Premises. Tenant shall also be solely responsible, at Tenant's sole cost and expense, for any security to the Premises that may be required by Tenant or by any Legal Requirements and, if Tenant elects to provide such security, then such security shall be provided by licensed security companies in compliance with all Legal Requirements and reasonably satisfactory to Landlord and the provision of services shall be satisfactory to Landlord in all respects (provided Tenant shall bear the cost of providing any and all such security). Landlord shall not be liable to Tenant in any manner for any theft, burglary, vandalism, or other similar incident, unless caused directly by Landlord's negligence, which may occur at the Premises, it being understood that Tenant is at all times assuming the risk of any such theft, burglary, vandalism, or other similar incident.

ARTICLE 6.
INSURANCE

6.1 Required Coverage. Tenant covenants and agrees with Landlord that, commencing on the Term Commencement Date and through the Expiration Date the following insurance shall be obtained by Tenant and carried at Tenant's sole cost and expense:

(a) commercial general liability insurance on an occurrence basis with limits of liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence, and Two Million Dollars (\$2,000,000) in the annual aggregate, or such higher limits in any case as may reasonably be required in case of increase in risk or as may be customarily carried in the geographic market in which the Property is located by prudent occupants of similar properties, as determined by Landlord in its reasonable discretion, and/or as may be required by Landlord's Mortgagee. The commercial general liability insurance policy shall include contractual liability coverage covering Tenant's liabilities under this Lease including, without limitation, Tenant's indemnification obligations under Section 7.6;

(b) Umbrella liability insurance for the total limit purchased by Tenant, but not less than a \$2,000,000 limit providing for excess coverage over all limits and coverages listed above;

(c) Workers Compensation Insurance, as required by law;

(d) Automobile Liability Insurance, including, but not limited to, passenger liability, on all owned, non-owned, and hired vehicles used in connection with the Premises, with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage;

(e) a policy of Special Form property insurance which shall be primary on any Alterations and any other leasehold improvements made by either party as well as Tenant's personal property, including, without limitation, its goods, furniture, fixtures, equipment and inventory, in an amount adequate to cover their full replacement cost, including a vandalism and malicious mischief endorsement, and sprinkler leakage coverage. Any proceeds from such insurance shall be used for the repair or replacement of the property, Alterations, Tenant's Work, damaged or destroyed, unless this Lease is terminated under an applicable provision hereof. If the Premises are not repaired or restored following damage or destruction in accordance with other provisions herein, Landlord shall receive any proceeds from such insurance allocable to any Alterations, and Tenant's Work;

(f) Business Interruption Insurance, providing in the event of damage or destruction of the Premises an amount sufficient to sustain Tenant for a period of not less than one (1) year for: (i) the net profit that would have been realized had Tenant's business continued; and (ii) such fixed charges and expenses as must necessarily continue during a total or partial suspension of business to the extent to which they would have been incurred had no business interruption occurred, including, but not limited to, interest on indebtedness of Tenant, salaries of executives, foremen, and other employees under contract, charges under noncancelable contracts, charges for advertising, legal or other professional services, Rents under this Lease, trade association dues, insurance premiums, and depreciation;

(g) At all times when any work is in process in connection with any Alterations being made by Tenant and/or during the performance of Tenant's Work, Tenant shall require all contractors and subcontractors to maintain the insurance described in Sections 6.1 (a), (b), (c) and (d); and

(h) Such additional insurance as Landlord or Landlord's Mortgagee shall reasonably require.

(i) To the extent that the Tenants can not procure insurance due to the nature of its operation as a Marijuana dispensary, Tenant shall be afforded the opportunity to place and maintain [REDACTED] in an account and self-insure his business operation.

6.2 Writing and Disposition of Insurance Policies. All policies of insurance required hereunder shall be procured by Tenant from responsible insurance companies licensed to do business in the

state in which the Property is located with an A.M. Best Rating at A/IX or better and reasonably satisfactory to Landlord, unless otherwise provided herein. Tenant shall furnish Landlord with certificates of said policies, or in the alternate, proof of self-insurance funds, upon Tenant's execution of this Lease. All such policies shall name Landlord, and any the Property manager and Landlord's Mortgagee, if any, as additional insureds or loss payees, as applicable, as their respective interests may appear.

All such policies shall be endorsed to provide that Tenant's policy is primary and that any insurance covered by Landlord is excess and not contributing with any Tenant insurance requirement hereunder. Tenant agrees that if Tenant does not take out and maintain such insurance or furnish Landlord with renewals or binders, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge Tenant the cost thereof, which amount shall be payable by Tenant upon demand with interest thereon at the Interest Rate (as defined below) from the date such sums are expended. All such insurance shall provide that it cannot be canceled except upon thirty (30) days prior written notice to Landlord. Tenant shall comply with all rules and directives of any insurance board, company or agency determining rates of hazard coverage for the Premises, including, but not limited to, the installation of any equipment and/or the correction of any condition necessary to prevent any increase in such rates.

6.3 Mutual Waiver of Subrogation. Landlord and Tenant each hereby releases the other, its officers, directors, employees and agents, from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by insurance which either party is required to maintain under this Lease, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However, this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that any property insurance policies will include such a clause or endorsement as long as the same shall be obtainable without extra costs, or, if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other party and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

6.4 Blanket Policies. Nothing contained herein shall prevent Tenant from taking out insurance of the kind and in the amounts provided for herein under a blanket insurance policy or policies covering properties other than the Premises, provided however, that any such policy or policies of blanket insurance (a) shall specify therein, or Tenant shall furnish Landlord with the written statement from the insurer(s) under such policy or policies specifying the amount of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required herein and (b) amounts so specified shall be sufficient to prevent any of the insureds from being a co-insurer within the terms of the applicable policy or policies, and provided further, however, that any such policy or policies of blanket insurance shall, as to the Premises, otherwise comply as to endorsements and coverage with the provisions herein.

6.5 Landlord's Insurance. During the Term, Landlord shall maintain Special Form property and commercial general liability insurance covering the Building. The Special Form property insurance policy shall cover all structures and improvements for full replacement value, with replacement cost endorsement, above foundation walls, and such other insurance as Landlord may from time to time elect to carry with respect to the Property and its operations thereon. The commercial general liability insurance shall insure against claims for bodily injury and property damage occurring in or about the Property. Such insurance may be included in blanket policies carried by Landlord so long as such blanket policies do not reduce the amount of insurance available to pay any claim with respect to the Property. The cost of such insurance shall be paid by Tenant as an Operating Expense.

ARTICLE 7.

TENANT'S ADDITIONAL COVENANTS

Tenant covenants and agrees during the Term and such further time as Tenant occupies the Premises or any part thereof as follows:

7.1 Performing Obligations. Tenant shall perform fully, faithfully and punctually all of the obligations of Tenant set forth in this Lease; and pay when due Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

7.2 Use. Tenant shall use the Premises only for the Permitted Use, and any other use permitted by law, with the consent of the Landlord, which consent shall not be unreasonably withheld. Nothing in the foregoing constitutes a representation or warranty by Landlord that such use complies with Legal Requirements.

7.3 Maintenance and Repair. Landlord shall maintain the roof, structural supports, exterior walls, and foundation of the Building, and to those portions of the electrical, plumbing, and mechanical systems located outside of the Building, including underground utilities/plumbing, parking lots, including but not limited to snow removal, signage (other than tenant's signage), and exterior lighting. Landlord shall not maintain any systems, including exterior systems, installed by Tenant. Tenant shall maintain all systems it installs, including but not limited to HVAC and generator. Landlord agrees to restripe the parking lot at his costs, which shall not be included in "operating expenses." Landlord shall make all repairs and replacements and do all other work necessary for the above purposes. Except as specifically set forth herein, the Tenant's obligations shall be to make repairs (including replacements) to all elements and components of the interior of Building. Without limiting the foregoing, Tenant shall be responsible, at its sole expense, for maintaining (including replacement as and when applicable) all systems in the interior of the premises (including the HVAC system, electrical, mechanical, plumbing, and life safety systems) which serve the Premises. Tenant shall be allowed to install a HVAC system for the premises and take all action commensurate thereto including if necessary cutting a hole into the roof of the premises; all in accordance with plans acceptable to the Landlord and by licensed and insured contractors. In connection with the foregoing, but not in limitation thereof, Tenant shall be required to obtain and maintain an HVAC maintenance contract that is acceptable to Landlord, such acceptance not to be unreasonably withheld, conditioned or delayed. If Tenant fails to obtain and maintain such a contract, then Landlord may, as one of its rights and remedies for such default, elect to obtain such contract on behalf of Tenant, and charge Tenant the cost thereof, which Tenant

shall owe to Landlord upon demand as Additional Rent. Without limitation of any of the foregoing, the Tenant shall keep the Premises in good order and repair as if it were the owner of the Premises. The Tenant's obligations shall include the obligation to make repairs (including replacements) to all interior elements and components of the Building when requested by the Landlord in the exercise of its reasonable discretion, including without limitation.

7.4 Electricity. Notwithstanding anything in this Lease to the contrary, electricity furnished to the Premises shall be separately metered, and all charges for electricity consumed on the Premises will be billed directly to, and paid by, Tenant. Tenant, at Tenant's expense, shall replace and install all fixtures, ballasts, lamps and bulbs (including, but not limited to, incandescent and fluorescent) used in the Premises.

7.5 Compliance with Laws. The term "Legal Requirements" means all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal (including without limitation the City of Providence) governments, departments, commissions, boards and officials, foreseen and unforeseen, ordinary as well as extraordinary, which may be applicable to the Property, the Premises or to Tenant's use, occupancy or presence in or at the Premises or the Property, including without limitation the Americans with Disabilities Act. Subject to Sections 24.3 and 24.4, Tenant shall comply promptly with all Legal Requirements applicable to the Premises. Tenant's obligations hereunder shall include structural repairs, and repairs or improvements located outside of the Premises if said requirements are directly related to and necessary for Tenant's permitted use. Notwithstanding the foregoing, Landlord and Tenant agree and acknowledge that the use contemplated under this Lease may be inconsistent with the laws of the United States, including but not limited to the Controlled Substances Act, as amended, 21 U.S.C. 812(b)(1).

7.6 Indemnity. Without limiting any other provisions hereof, but subject to the provisions of Section 6.3 hereof, except to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors, Tenant agrees to defend, protect, indemnify and hold harmless Landlord and its partners, affiliates, officers, agents, servants and employees and Landlord's management, leasing and redevelopment agents from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses (including reasonable attorney's fees) for damage to any property or injury to or death of any person arising from, related to, or in connection with (i) any use or occupancy of the Premises or any other portion of the Property by Tenant or other occupants or (ii) any act or omission (including, without limitation, construction and repair of the Premises arising out of any alterations) of Tenant, its agents, contractors, employees, customers, sublessees, and invitees, or (iii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease.

7.7 Reserved.

7.8 Notice of Accidents and Adverse Events. Tenant shall give notice to Landlord, promptly after Tenant learns thereof, of any accident, emergency, or occurrence which might materially adversely affect the Premises or the Property. Without limiting the foregoing, Tenant shall promptly notify Landlord of any material water leak in or about the Premises of which it becomes aware, even if Tenant believes that such leak has been contained. Notwithstanding anything in

this Lease to the contrary, Tenant shall be responsible for the cost of any and all damage to the Premises or the Property that is caused by the negligence of the Tenant, or its employees, agents, contractors or invitees, damage by fire or casualty or taking excepted.

7.9 Yield Up. At the expiration or earlier termination of the Term, Tenant shall peaceably yield up the Premises (together with all structures, roof and systems, including, without limitation, all electrical systems, the HVAC System, all plumbing, lift, elevator, alarm and life safety systems within the Premises) clean and in good order, repair and condition, and in conformance with all Legal Requirements, damage by insured fire or casualty or taking only excepted, and to deliver to Landlord all keys, pass cards or security codes to or for the Premises or any part thereof. Any Alteration in, on, or to the Premises made or installed by Tenant shall become a part of the realty and belong to Landlord without compensation to Tenant upon the expiration or sooner termination of the Term, at which time title shall pass to Landlord under this Lease as if by a bill of sale, unless Landlord elects otherwise and notifies Tenant to remove any such tenant improvements at any time prior to the expiration of the Term. Notwithstanding the foregoing, any and all trade equipment (including but not limited to manufacturing and processing equipment), trade fixtures, furniture, wires, cables and other data lines, inventory and business equipment, in each case located in the Premises or its appurtenances, shall remain Tenant's property and shall be removed by Tenant at the expiration or earlier termination of this Lease. Upon demand by Landlord, Tenant shall remove, at Tenant's sole cost and expense, forthwith and with all due diligence (but in any event prior to the expiration or earlier termination of the Term), any such alterations, additions or improvements which are required hereunder or otherwise designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises or the Property caused by such removal. In the event Tenant fails so to remove any such Alterations or fails to repair any such damage to the Premises or the Property, Landlord may do so and Tenant shall reimburse Landlord for the cost of such removal and repair upon demand. In any event, any trade fixtures, equipment, furniture and other personal property of Tenant which remain in the Premises following the expiration or earlier termination of the Term, at the Landlord's option, shall be deemed abandoned by Tenant and may thereafter be removed and stored at the cost of the Tenant or retained as the property of the Landlord or sold or otherwise disposed of by the Landlord, in any such case without any liability to or recourse by the Tenant or anyone claiming by, through or under the Tenant. At Landlord's option all or part of such property may be conclusively deemed to have been conveyed hereunder by Tenant to Landlord as if by bill of sale without payment by Landlord. The Tenant hereby waives, to the maximum extent allowable, the benefit of all laws now or hereafter in force in the state in which the Premises is located or elsewhere exempting property from liability for rent or for debt.

7.10 Rights of Mortgagees.

(i) This Lease shall be subordinate to any mortgage, deed of trust, ground lease, master lease or similar encumbrance (and to any modifications, amendments, refinancing, or replacements thereof) (collectively, a "Mortgage") from time to time encumbering the Premises, whether executed and delivered prior to or subsequent to the date of this Lease, unless the holder of such Mortgage ("Landlord's Mortgagee") shall elect otherwise. If this Lease is subordinate to any Mortgage and Landlord's Mortgagee or any other party shall succeed to the interest of Landlord pursuant to the Mortgage (such Mortgagee or other party, a "Successor"), at

the election of the Successor, Tenant shall attorn to the Successor and this Lease shall continue in full force and effect between the Successor and Tenant. Not more than ten (10) days after Landlord's written request, Tenant agrees to execute such instruments of subordination or attornment in confirmation of the foregoing agreement as the Successor reasonably may request, and Tenant hereby appoints the Successor as Tenant's attorney-in-fact to execute such subordination or attornment agreement upon Tenant's failure timely to comply with the Successor's request. Following the Execution of this Lease, Notwithstanding the foregoing, to the extent that Landlord's existing mortgage on the Premises remains in place, Landlord agrees to use commercially reasonable efforts to obtain and deliver to Tenant a subordination non-disturbance agreement ("SNDA") from Landlord's Mortgagee (and any successor Landlord's Mortgagee, as the case may be from time to time), which may be recorded at Tenant's sole cost and expense, in form and substance reasonably acceptable to Tenant, Landlord and Landlord's Mortgagee.

(ii) With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a Mortgage on property which includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by Landlord's Mortgagee shall never be treated as an assumption by Landlord's Mortgagee of any of the obligations of Landlord hereunder unless Landlord's Mortgagee shall, by notice sent to Tenant, specifically otherwise elect and, except as aforesaid, Landlord's Mortgagee shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such Mortgage and the taking of possession of the Premises. In no event shall the acquisition of Landlord's interest in the Property by a purchaser which, simultaneously therewith, leases Landlord's entire interest in the Property back to the seller thereof be treated as an assumption by operation of law or otherwise, of Landlord's obligations hereunder, but Tenant shall look solely to such seller-lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such purchaser. For all purposes, such seller-lessee, and its successors in title, shall be the Landlord hereunder unless and until Landlord's position shall have been assumed by such purchaser-lessor. All references in this Lease to Landlord's Mortgagee shall also be deemed to refer to such purchaser-lessor. Except as provided herein, in the event of any transfer of title to the Property by Landlord, Landlord shall thereafter be entirely freed and relieved from the performance and observance of all covenants and obligations hereunder, with the exception of accounting for the deposit.

(iii) Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder. Notwithstanding any such attornment or subordination of a mortgage to this Lease, the Landlord's Mortgagee shall not be liable for any acts of any previous landlord, shall not be obligated to install any tenant improvements or pay any tenant improvement allowance, and shall not be bound by any amendment to which it did not consent in writing nor any payment of rent made more than one month in advance.

(iv) Notwithstanding anything to the contrary in this Lease, in any instance where the consent of Landlord's Mortgagee is required, Landlord shall not be required to

provide any consent under this Lease if such approval has not first been obtained from Landlord's Mortgagee.

7.11 Estoppel Certificates. From time to time, upon not less than ten (10) days' prior written request by Landlord, Tenant shall execute and acknowledge and deliver to Landlord, for delivery to a prospective purchaser, investor or mortgagee of the Premises or the Property or to any assignee of any Mortgage of the Premises or the Property, or to any other similar party (any thereof being the "Reliance Parties") a statement in writing certifying: (a) that this Lease is unamended (or, if there have been any amendments, stating the amendments); (b) that it is then in full force and effect and neither Tenant nor Landlord is in default thereunder, if that be the fact; (c) the dates to which Rent and any other payments to Landlord have been paid; and (d) such other information as may reasonably be requested. Any such statement may be conclusively relied upon by such Reliance Parties and by Landlord (each of whom shall be deemed to have paid good and valuable consideration therefor), and their respective successors or assigns.

In addition, upon execution of this Lease, and periodically thereafter from time to time, upon not less than ten (10) days' prior written request by Landlord, Tenant agrees to provide Landlord with written confirmation in form and substance reasonably satisfactory to Landlord that Tenant is not an employee benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended (together with the regulations thereunder, "ERISA"), or an entity holding ERISA "plan assets" within the meaning of ERISA.

7.12 Nuisance. At all times during the Term and such further time as Tenant occupies the Premises, Tenant shall not do or permit anything that, in Landlord's reasonable judgment, would: injure, overload, deface or otherwise harm the Premises; or constitute a nuisance or waste; or emit any objectionable noise or odor; or impair or interfere with any Building services, or disturb the use and enjoyment of other tenants or occupants at the Property; or make any use of the Premises which is improper or contrary to any Legal Requirement or which will invalidate (or cause any increase in the cost of, or otherwise compromise or adversely affect) any insurance policy covering the Premises or any portion thereof, including, without limitation, the handling, storage and disposal of any Hazardous Materials (as defined in Article 19).

7.13 Changes and Alterations.

(a) Except as otherwise explicitly set forth herein, Tenant shall have no authority, without the express written consent of Landlord, which may be given or withheld by Landlord in its sole and absolute discretion, except as may be otherwise expressly provided herein, to alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Premises or any portion of the Property, including the installation of any exterior signs ("Alterations"), except that Tenant may, without the consent of Landlord, install within the Premises reasonable trade fixtures that clearly will have no effect on either (a) the structure, roof (including, without limitation, the roof membrane and all other components of the roof), or foundation of the Building, or (b) the plumbing, the HVAC system, mechanical, electrical, life safety or other systems or services in the Building and/or serving the Property.

Without derogating from Landlord's rights set forth above in this Section, Tenant shall not perform any Alterations to the Premises without having first submitted to Landlord plans and

specifications therefor for Landlord's approval, which approval shall not be unreasonably withheld or delayed provided, however, that if the following conditions are not fully satisfied, then Landlord may withhold its approval and shall not be deemed to have unreasonably withheld its approval:

(i) if the Alteration involves an exterior sign or will otherwise be visible from the exterior then the Alteration must be compatible with the architectural qualities of the Building and the Land and all Legal Requirements; and

(ii) the Alteration must be non-structural, with the exception of the installation of an HVAC, and have no effect on either (A) the structure, roof (including, without limitation, the roof membrane and all other components of the roof), or foundation of the Building, or (B) the plumbing, the HVAC system, mechanical, electrical, life safety or other systems or services in the Building, and the Alteration (except for approved exterior signs) must be entirely within the Premises; and

(iii) the Alteration, when completed, will not adversely affect the value of the Property; and

(iv) Tenant demonstrates to Landlord's satisfaction that the Alteration will be made in accordance with all Legal Requirements using good quality materials and good quality construction practices and will not result in any liens on the Property; and

(v) the Alterations shall be performed by licensed and insured contractor(s), with Landlord listed as additional insured on all policies; and

(vi) as soon as such work is completed, Tenant will have prepared and provided Landlord with "as-built" plans (in form acceptable to Landlord) showing all such work;

(vii) Tenant will comply with any rules or requirements reasonably promulgated by Landlord in connection with the doing of any work, and if the value of such work exceeds Ten Thousand Dollars (\$10,000.00) then, Tenant will obtain and maintain Builder's Risk insurance in connection with such work, in forms and in amounts reasonably satisfactory to Landlord; and

(viii) as a condition to its approval of any proposed Alterations (including without limitation any initial alterations to the Premises constituting Tenant's Work pursuant to Exhibit C to this Lease), Landlord may require that Tenant, at Tenant's sole cost, remove all or any portion of the proposed Alterations at or prior to the expiration or earlier termination of this Lease and reasonably restore the areas of the Premises affected by any such Alterations to their condition prior to the installation of said Alterations.

Notwithstanding the foregoing, Tenant may make minor, non-structural alterations and improvements to the Premises that do not affect the structural elements or systems of the Building, and that cost less than thirty thousand dollars (\$30,000.00), without requiring the Landlord's consent.

In addition, the Parties acknowledge that the Premises is not currently fit for the Permitted Use and that the Alterations listed in Exhibit C will have to be made to render the Premises fit for such use, and that (i) Tenant shall, at its sole expense but with the good faith and reasonable cooperation of Landlord, secure all licenses, permits, and other approvals required to make such Alterations, and (ii) Tenant shall remove, at its sole expense, any and all Alterations that Landlord designates for removal at the end of the Lease Term, in accordance with Section 7.9. Landlord acknowledges and hereby consents to the conversion of the premises to a compassion center with all the improvements required thereto, which includes but not limited to an HVAC system on the roof, transforming the front of the building and inside of the premises to a retail like store by adding windows, doors, signage and other items. Landlord may inspect the work of Tenant at reasonable times and give notice of observed defects.

(b) Tenant shall have the right to make minor Alterations from time to time in the Premises without obtaining Landlord's prior written consent therefor, provided that all of such work conforms to all of the above requirements in all respects, and further provided that Tenant provides Landlord with a written description of such work (and such other data as Landlord may request) prior to commencing any such Alteration, and further provided that the aggregate cost of such minor alterations may not exceed thirty thousand dollars (\$30,000.00) in any twelve (12) month period.

(c) All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as Landlord may reasonably require, including, without limitation, the insurance required under Sections 6.1(a), (b) and (c) of this Lease. Certificates of such insurance, with paid receipts therefor, must be received by Landlord before the applicable Alteration is commenced, and Landlord must be listed as additional insured on all policies.

(d) Tenant shall pay promptly when due the entire cost of any Alteration at or on the Premises undertaken by, or on behalf of, Tenant so that the Premises and the Property shall at all times be free of liens for labor and materials. Tenant shall procure all necessary permits before undertaking any Alteration; shall perform all Alterations in a good and workmanlike manner, employing materials of good quality; shall comply with all Legal Requirements; and shall save Landlord and Landlord's Mortgagee and all parties claiming by, through, or under Landlord, harmless and indemnified from and against all injury, loss, claim, damage, cost or expense (including attorneys' fees) to any person or property occasioned by or growing out of the applicable Alteration.

7.14 Financial Statements. So long as Tenant is a corporation whose stock is traded on a public exchange, Tenant shall not be required to furnish Landlord with financial statements. Tenant's statement of net worth, as reported in its annual report to its shareholders or in any forms required to be submitted to the Securities and Exchange Commission, shall be acceptable in lieu of any financial statements otherwise required hereunder and shall be conclusive with respect to the items reported therein. In the event that Tenant's stock is not traded on a public exchange, however, within fourteen (14) days upon the written request of the Landlord (not more than once each calendar year), Tenant shall furnish Landlord the then current financial statements of Tenant and audited, if audited statements have been recently prepared on behalf of

Tenant or such guarantor, or otherwise certified as being true and correct by the chief financial officer of Tenant or such guarantor, as the case may be, or by Tenant or such guarantor if the same is an individual. Said financial statements shall include, at minimum, a simple loss profit statement of income and balance sheet for the immediately preceding fiscal year, as the case may be, certified by an independent certified public accountant and prepared in accordance with generally accepted accounting principles consistently applied. Landlord agrees to not disclose any and all financial information or other trade secrets regarding Tenant's business operations secret to anyone without the prior written consent of the Tenant; this provision does not apply to Landlord's lenders or attorneys.

7.15 Holding Over. If Tenant remains in the Premises beyond the expiration of the Term, or sooner following an early termination as provided for herein, such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only, subject to all of Tenant's obligations set forth herein except that Base Rent shall be payable at a daily rate equal to one hundred fifty percent (150%) of the Base Rent otherwise provided for herein.. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a tenant at sufferance, at the aforesaid daily rate. Any reference in this Lease to Tenant's obligations continuing during the period of any holdover shall not be deemed to grant Tenant the right to a holdover or imply Landlord's consent to any such holdover. In addition, Tenant shall be liable for all costs, claims, liabilities and damages arising from or in any manner related to any such holdover including, without limitation, damages payable to the subsequent tenant or related to the loss of a tenant.

ARTICLE 8.

QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent and performing Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term and any exercised options thereafter or until it is terminated as in this Lease provided, without hindrance by Landlord or by anyone claiming by, through or under Landlord, subject, however, to all of the terms and conditions of this Lease. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied. Tenant acknowledges that industrial and commercial uses are now occurring and may continue to be occurring on the Property and those uses are not a disruption to its quiet enjoyment.

ARTICLE 9.

DAMAGE AND EMINENT DOMAIN

9.1 Fire and Other Casualty. If the Premises, the Building, or the Property (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not cause a termination of this Lease as described in the following sentences, then Tenant shall repair and restore the damage with reasonable promptness, subject to reasonable delays for insurance adjustments, Legal Requirements, and permits, and delays caused by matters beyond Tenant's reasonable control. If any such damage: (i) renders a material portion of the Premises untenantable and the Premises cannot be repaired in Landlord's reasonable estimate within three hundred sixty five (365) days from the date of such damage, or (iii) occurs within the last two (2) Lease Years, then either party shall have the right to terminate this Lease as of the date of such

damage upon giving written notice to the other party at any time within one hundred twenty (120) days after the date of such damage; provided, however, that if the damage was caused by the gross negligence or willful misconduct of Tenant or any of its employees, then Tenant shall have no right to terminate the Lease pursuant to this Section 9.1. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, by virtue of any delays in completion of such repairs and restoration. Except in cases of Tenant negligence, the Rent payable by Tenant for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. All other obligations of Tenant hereunder shall be performed by Tenant, and Landlord shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein. Tenant acknowledges that if this Lease is so terminated, Landlord shall be entitled to the full proceeds of any insurance coverage for damage to any Alterations in the Premises which would become the Landlord's property upon the termination of the Lease.

9.1 Eminent Domain. If the Land or the Building (or any portion thereof, the loss of which would require reconfiguration or restoration of the Building which Landlord, in Landlord's sole and absolute discretion, estimates will cost in excess of 25% of the current replacement cost of the Building) shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, Landlord shall have the right, exercisable at its sole and absolute direction, to cancel the Lease upon not less than sixty (60) days' notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or condemnation, except for any such separate award or claim as may be available to Tenant for its loss of its fixtures or from relocation expenses so long as such separate award does not reduce the amounts otherwise payable to Landlord for such taking or condemnation.

ARTICLE 10.

DEFAULTS BY TENANT, LANDLORD AND REMEDIES

10.1 Event of Default. Each of the following shall be an event of default ("Event of Default") hereunder: (A) if Tenant shall fail to pay any installment of Base Rent, Additional Rent or any other payment as and when due under this Lease and such failure shall continue for a period of five (5) business days following Landlord's notice of same to Tenant, provided that such notice from landlord shall be in lieu of, and not in addition to, any notice of default required by applicable law, and provided further that Landlord shall be obligated to give only two (2) such notices per any twelve (12) month period, with subsequent payment default during such period to be an Event of Default if such failure to pay shall continue from a period of ten (10) days from the date such payment is due; (B) if Tenant or any guarantor or surety of Tenant's obligations hereunder shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding for relief, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property; (iii) die or suffer a legal disability (if Tenant, guarantor or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity); (C) Tenant shall fail to discharge or bond over any lien placed upon the Premises, the Building or the Property or any portion thereof within thirty (30) days after any such lien or encumbrance is filed or recorded; (D)

if Tenant shall fail to comply with any provision of this Lease, other than those specifically referred to above in this Section 10.1 and, except as otherwise expressly provided therein, such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default, or such longer period (but not to exceed an additional sixty (60) days) if such default cannot be reasonably cured within such thirty (30) day period, provided that Tenant diligently commences the cure within the thirty (30) day period and diligently prosecutes such cure to completion; (E) if the Premises becomes deserted or abandoned or if Tenant fails to take occupancy for business purposes within thirty (30) days after the Rent Commencement Date provided all work to convert the property as referenced above is complete and Tenant has acted diligently to the best of his ability; (F) if Tenant fails to execute, acknowledge and deliver any instrument that it is required for delivery pursuant to Sections 7.10 or 7.11, within the time periods respectively set forth therein, time being of the essence; and (E) if any representation or warranty made by Tenant under this Lease shall prove to be either materially untrue or materially misleading in any material respect.

10.2 Landlord's Remedies. Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions: In the Event of Default, Landlord shall have the right to terminate this Lease or Tenant's possession of the Premises. Tenant shall pay punctually to Landlord all the sums and shall perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease or Tenant's possession had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Tenant shall be credited with any amount paid to Landlord pursuant to the second sentence of this Section and also with the net proceeds of any rent obtained by Landlord by reletting the Premises, after deducting all Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the term hereof and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to relet the same and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid. To the extent required by applicable law, Landlord shall use reasonable efforts to relet the Premises.

10.3 Claims in Bankruptcy. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination, an amount equal to the maximum allowed by law, regardless of whether the amount is greater to, equal to, or less than the amount of the loss or damage which Landlord has suffered.

10.4 Landlord's Default. Upon any Event of Default, Tenant may, in addition to all other rights and remedies afforded Tenant hereunder or by law or equity, take any one or more of the following actions: If Landlord fails to perform any of the terms and conditions herein and such default shall adversely affect Tenant's operations, at any time following sixty (60) days after giving to Landlord

a further notice of default under this Section, Tenant may (but shall not be obligated to) cure any default by Landlord under this Lease and whenever Tenant so elects, all reasonable costs and expenses incurred by Tenant, including reasonable attorney's fees and costs, in curing a default shall be paid by Landlord to Tenant within sixty (60) days after written demand therefor. In the event Landlord shall fail to reimburse Tenant in accordance with the terms set forth above, without limiting its other available rights (including, without limitation, its right to pursue a legal action to collect the entire amount payable by Landlord).. If Landlord's default materially impacts Tenant's use and enjoyment of the property as contemplated herein, Tenant shall have the right to bring any other action at law or equity it deems appropriate. Except as otherwise expressly provided herein, any and all rights and remedies which Tenant may have under this Lease and at law and equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time to the greatest extent permitted by law.

10.5 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to cure, at any time, any default by Tenant under this Lease after the applicable notice and/or cure period (if any) has expired. In curing such defaults, Landlord may enter upon the Premises and take such action thereon as may be necessary to perform such cure. Notwithstanding the foregoing, in the case of an emergency threatening material injury to persons or property, Landlord may cure a default without notice. All costs and expenses incurred by Landlord in curing a default, including reasonable attorneys' fees actually incurred, together with interest thereon at the Interest Rate shall be paid by Tenant to Landlord on demand. Landlord may use the Security Deposit (or draw on any Letter of Credit) to effectuate any such cure.

10.6 No Waiver. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by a written acknowledgment of Landlord. Tenant and Landlord further agree that forbearance or waiver by either party to enforce its rights pursuant to this Lease, or at law or in equity, shall not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent with knowledge of the breach of 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. No payment by Tenant, or acceptance by Landlord, of a lesser amount than is due from Tenant to Landlord shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Tenant under the provisions hereof. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

No waiver of any provisions of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provisions, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the particular matter specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or Tenant's right of possession hereunder or

shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

10.7 Default Interest. If any payment of Base Rent, Additional Rent or any other payment payable hereunder by Tenant to Landlord shall not be paid when due, Landlord may impose, at its election, interest on the overdue amount from the date when the same was payable until the date paid at a rate (the "Interest Rate") equal to twelve percent (12%) per annum.

10.8 Limitation on Landlord Remedies. Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana plant, marijuana flower, edible marijuana-infused product, marijuana extract or any other marijuana product or by-product. Any such marijuana located on the Premises shall be controlled in accordance with Rhode Island General Laws, *et seq.*, and if provided by law, under the supervision of the RI Department of Health and DBR, for so long as such regulations are applicable to Tenant's business. Notwithstanding anything in this Lease to the contrary, Landlord hereby agrees that Landlord's rights and remedies following a default, breach, surrender, or any other failure to perform by Tenant under this Lease shall not include and specifically exclude the seizure of assets or products protected by law and any substance regulated and any product containing any amount of marijuana. Landlord shall not be entitled to a repayment or remedy that provides Landlord inventory of Tenant that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a Certificate of Registration, licenses and permits, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior Department of Health and State approval. Landlord agrees that all Certificate of Registrations, licenses and permits held by Tenant are not an asset that may be seized by Landlord or available as a remedy for Tenant's default, breach, or other failure to perform under this Lease.

ARTICLE 11. ASSIGNMENT AND SUBLETTING

11.1 Prohibition. Tenant covenants and agrees that (i) neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered or otherwise transferred, whether directly or indirectly, voluntarily or involuntarily or by operation of law, without the prior written consent of the Landlord and said consent shall not be unreasonably withheld, delayed or conditioned; (ii) neither the Premises, nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Tenant, or used or occupied, by anyone other than Tenant, or for any use or purpose other than as stated herein, or be sublet, whether directly or indirectly, voluntarily or involuntarily or by operation of law, without the prior written consent of Landlord in each and every case, which consent shall not be unreasonably withheld, delayed or conditioned in the event of an assignment or subletting (each, a "Transfer"). Tenant shall have the right, notwithstanding anything herein to transfer, or conduct a series of related transfers, of ownership in Tenant's entity (unless Tenant is a publicly traded company) regardless of whether it results in a change of 51% or more of the voting power of Tenant, or otherwise results in a change in the current control of Tenant, including in the case of

an ownership interest that is transferred pursuant to a public offering or the sale of publicly traded securities, and it shall not be considered an assignment.

No subleases shall be entered into without Landlord's consent and said consent shall not be unreasonably withheld, delayed or conditioned. Any request by Tenant for Landlord to assent to any subletting or assignment shall be submitted in writing no later than thirty (30) days in advance of the proposed effective date of such proposed assignment or sublease, which request shall be accompanied by the following information in reasonable detail where applicable (the "Required Information"): (i) the name, current address and business of the proposed assignee or subtenant; (ii) in the event of a sublease, the precise square footage and location of the portion of the Premises proposed to be so subleased; (iii) the effective date and term of the proposed assignment or subletting; (iv) the rent and other consideration to be paid to Tenant by such proposed assignee or subtenant; (v) such other major terms of the assignment or sublease as may be material or as Landlord may request, including personal guarantees, (vi) financial statements and other information as Landlord may request, prepared in accordance with generally accepted accounting principles, not more than ninety (90) days old when delivered to Landlord, indicating the Tangible Net Worth (defined below), liquidity and creditworthiness of the proposed assignee or subtenant in order to permit Landlord to evaluate the proposed assignment or sublease; (vii) verification that the Premises will be used for the Permitted Use (and if the Permitted Use allows more than one (1) type of use, then Tenant shall specify the precise use that the Premises will be used for); and (viii) such other information as Landlord may request (including, without limitation, a copy of the proposed sublease or assignment instrument) within ten (10) business days after Tenant submits the request for consent. Landlord will endeavor to provide notice of whether or not it consents to the proposed transfer within ten (10) days after all the Required Information has been delivered to Landlord. If Landlord fails to provide notice of consent or disapproval within such ten (10) day period, and such failure is not cured within five (5) business days after receipt of a second notice stating in large (at least 12 point), bold and capitalized font "IF YOU FAIL TO RESPOND TO THIS NOTICE WITHIN FIVE (5) BUSINESS DAYS, THEN TENANT'S REQUEST FOR CONSENT TO AN ASSIGNMENT OR SUBLETTING WILL BE DEEMED TO HAVE BEEN GRANTED", then Landlord shall conclusively be deemed to have approved such proposed assignment or sublease. Tenant agrees to reimburse Landlord for reasonable legal fees and any other reasonable expenses and costs incurred by Landlord in connection with any proposed assignment or subletting, regardless of whether the same is consummated.

Notwithstanding the foregoing and subject to Landlord's right to request personal guarantees, Tenant may assign this Lease or sublease all such portion or portions of the Premises without the consent of Landlord but with at least ten (10) days prior written notice to Landlord to (a) a successor or successors to all or any of Tenant's businesses if such succession takes place by merger, consolidation, sale, transfer, or reorganization; or (b) any affiliate or affiliates of Tenant; or (c) any entity or entities otherwise succeeding to all or substantially all of the assets of Tenant or one of the businesses of Tenant; or (d) any subsidiary of Tenant or any entity controlled by, or in common control with Tenant; provided that with respect to any transferee described in the foregoing clauses (a) or (c), such transferee shall have a tangible net worth equal to or greater than that of Tenant immediately prior to such transfer.

Notwithstanding anything to the contrary herein, in the event of an assignment of this Lease in connection with the sale of Tenant's business to a transferee approved by Landlord

pursuant to this Section , and such transferee has a Tangible Net Worth equal to or greater than the Tenant as of the date of the transfer, then Tenant shall be released from all liability under this Lease arising from and after the effective date of such transfer and said assignment shall be approved by the Landlord forthwith.

"Tangible Net Worth" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises.

11.2 Conditions to Consent. Notwithstanding anything to the contrary contained herein, it shall not be unreasonable for Landlord to withhold its consent to any proposed assignment or sublease if (i) Tenant proposes to assign this Lease or sublease the Premises or any portion thereof to any person or entity with whom Landlord is then negotiating (or with whom Landlord has negotiated during the previous six (6) months) for the rental of space in the Building or who is a tenant in the Building or any other building owned by Landlord or any affiliate of Landlord; or (ii) the Tangible Net Worth of any such proposed assignee or subtenant is less than the greater of (a) the Tangible Net Worth of Tenant on the date hereof or (b) the Tangible Net Worth of Tenant at the time of any such assignment or sublease; or (iii) the proposed use (a) is not limited to the Permitted Use, (b) would constitute a use that is incompatible with the uses of other occupants of the Property in Landlord's reasonable judgment, (c) would violate any restrictive use covenant binding on Landlord or the Property, (d) would involve an increased risk to Landlord due to the nature thereof (including the use of Hazardous Materials) or (e) would disproportionately (as compared to Tenant's use) burden the Property's existing facilities or resources or add to Landlord's costs; or (iv) as a result of the proposed sublease there would be more than a total of two (2) subleases (or, if Tenant remains in occupancy of any portion of the Premises, more than one (1) sublease) in effect at the Premises at any given time; or (v) the proposed sublease is for a portion of the Premises of less than fifty percent (50%) of the rentable square feet of the Premises; or (vi) any such proposed assignee or subtenant is not creditworthy or of sufficient character or business reputation in Landlord's reasonable judgment; or (vii) any such proposed assignee or subtenant is a governmental entity, or subdivision or agency thereof; or (viii) any assignment is of less than Tenant's entire interest in this Lease; or (ix) any sublease is for a term other than the entire then remaining Term less one (1) day; or (x) an Event of Default exists or any circumstance has occurred which, with the passage of time or the giving of notice, or both, would constitute an Event of Default, provided, however, that it is hereby agreed and acknowledged that in no event shall Landlord's right to withhold consent be limited to the bases set forth in clauses (i) through (x) above).

The conditions set forth in Section 11.2(ii) above shall not apply to any entity affiliated directly with and controlled by Tenant or, provided further that such entities are engaged in the support and/or management of cannabis-related activities lawful under Rhode Island law. Landlord's consent shall be granted only if the assignee or subtenant shall promptly execute, acknowledge, and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee or subtenant shall agree with Landlord to assume and be bound by all of the covenants, agreements, terms, provisions and conditions set forth in this Lease other than, in the case of a subtenant, the direct payment of Rent hereunder. Tenant authorizes its transferees to

make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder.

11.3 Excess Rents. Not applicable.

11.4 Assignment or Sublease to an Affiliate. Notwithstanding anything to the contrary contained herein and subject to Landlord's right to request personal guarantees, Tenant shall have the right to assign this Lease or sublet the Premises or any part thereof without the prior consent of Landlord to either (x) an entity into or with which Tenant is merged or consolidated, or to which all or substantially all of Tenant's assets are transferred as a "going concern" or (y) any entity which controls or is controlled by Tenant or is under common control with Tenant (the parties described in parts (x) and (y) being referred to as an "Affiliate"), provided that in any such event (i) the Affiliate has a Tangible Net Worth at least equal to the greater of (1) the Tangible Net Worth of Tenant immediately prior to such merger, consolidation or transfer, or (2) the Tangible Net Worth of Tenant herein named on the date of this Lease; (ii) proof satisfactory to Landlord of such Tangible Net Worth shall have been delivered to Landlord at least ten (10) days prior to the effective date of any such transaction, and (iii) the assignee or subtenant agrees directly with Landlord, by written instrument in form satisfactory to Landlord in its reasonable discretion, to execute any personal guarantees requested by Landlord and to be bound by all the obligations of Tenant hereunder, including, without limitation, the covenant against further assignment and subletting. Landlord acknowledges that Tenant may elect to do business at the premises under the name Sanctuary, or through a brand and mark developed at some time in the future, and that doing so shall not constitute an assignment under this Article 11.

11.5 No Waiver; Tenant to Remain Liable. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Base Rent and Additional Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Base Rent and/or Additional Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting. No act or conduct by Landlord other than its express written consent shall constitute its consent or waiver of its consent rights with respect to a particular Transfer. No Transfer or consent to Transfer will operate to waive Landlord's rights with respect to any future Transfer. Any Transfer made or attempted to be made other than in strict compliance with this Article 11 shall be void and of no force and effect. No assignment, subletting or use of the Premises shall affect the Permitted Use hereunder. Prior to the effectiveness of any sublease or assignment instrument Tenant shall deliver a true copy thereof to Landlord, who shall have the right to verify that the terms of the instrument are not materially different from those that it consented to and that the instrument complies with the requirements of this Lease or any conditions set forth in Landlord's consent.

11.6 Cancellation. Except in connection with a Transfer to an Affiliate of Tenant in accordance with Section 11.4 above, Landlord may, within thirty (30) business days after Tenant's submission of a written request for Landlord's consent to a Transfer, notify Tenant in writing that Landlord elects to cancel this Lease (or, in connection with a partial sublease, as to the portion of the

Premises proposed to be sublet as of the date the proposed sublease is to be effective). If Landlord cancels this Lease as to any portion of the Premises, then this Lease shall cease for such portion of the Premises and Tenant shall pay to Landlord on or before the cancellation date (i) all Rent accrued through the cancellation date relating to the portion of the Premises covered by the proposed assignment or sublease, and (ii) in the event of the cancellation of this Lease with respect to only a portion of the Premises (the "Recapture Portion") the amount reasonably estimated by Landlord to be necessary to physically separate the Recapture Portion from the remainder of the Premises and otherwise lawfully demise the Recapture Portion (including, without limitation, the installation of demising walls, separation of utilities and HVAC and provision of entrances, loading facilities and access for the Recapture Portion). Thereafter, Landlord may lease such Recapture Portion to the prospective transferee (or to any other person) without liability to Tenant. Notwithstanding the foregoing, Tenant may, within five (5) business days of receiving Landlord's notice of cancellation, notify Landlord in writing that Tenant rescinds its request for consent to the Transfer, in which case such cancellation shall be nullified. This paragraph does not apply to an assignment or sublease to an Affiliate.

ARTICLE 12.

NOTICES

All notices, consents, approvals, or other communication required by the provisions of this Lease to be given to Landlord or Tenant shall be in writing and shall be hand delivered or given by registered or certified mail or by Federal Express, UPS overnight or other recognized overnight courier, addressed to the address of the party set forth in Section 1.1 hereof (or to such other address(es) as the party shall have last designated by notice), with a copy, in the case of Landlord, to:

Michael T. Eskey, Esq.
Moses Ryan Ltd.
40 Westminster Street, 9th Floor
Providence, Rhode Island 02903

Notice shall be deemed given on the earlier of the date of actual receipt, or the third (3rd) business day following the date when deposited in the U.S. mail or on the first (1st) business day following the date when deposited with such overnight courier, postage paid.

ARTICLE 13.

NOTICE OF LEASE

Tenant agrees that it will not record this Lease. Landlord and Tenant shall, upon the request of either, execute, acknowledge, and deliver a recordable notice of this Lease, in a form reasonably satisfactory to Landlord. At Landlord's request, promptly upon expiration of or earlier termination of the Term and all options, Tenant shall execute and deliver to Landlord a release of any document recorded in the real property records for the location of the Premises evidencing this Lease, and Tenant hereby appoints Landlord Tenant's attorney-in-fact, coupled with an interest, to execute any such document if Tenant fails to respond to Landlord's request to do so within fifteen (15) days. The obligations of Tenant under this Article 13 shall survive the expiration or any earlier termination of the Term.

ARTICLE 14.
APPLICABLE LAW, SEVERABILITY, CONSTRUCTION

This Lease shall be governed by and construed in accordance with the laws of the State of Rhode Island and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease, and the application of such provisions in other circumstances, shall not be affected thereby. This Lease may be amended only by an instrument in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease.

ARTICLE 15.
SUCCESSORS AND ASSIGNS, ETC.

15.1 Successors and Assigns. Subject to Article 11, this Lease shall run with the property and be binding upon the parties hereto and their respective successors and assigns.

15.2 Limitation on Landlord's Liability. The term Landlord means the then-existing owner of the Premises from time to time. Upon sale or other transfer of its ownership interests herein, the then existing Landlord shall be relieved of all liabilities and obligations hereunder and the successor Landlord shall, subject to Section 7.10 hereof, be automatically deemed to have assumed all such liabilities and obligations. The obligations of Landlord shall be binding upon the assets of Landlord which comprise the Property, but not upon other assets of Landlord. No trustee, stockholder, officer, director, employee, advisor or beneficiary of Landlord, or any other party claiming by, through, or under Landlord, or any affiliate of Landlord, shall be liable under this Lease. In no event shall Landlord be liable for any damages other than actual and direct damages, nor shall Landlord ever be liable for damages if Tenant has not given Landlord written notice of the applicable default and afforded Landlord at least thirty (30) days to cure, or, if Landlord has commenced such cure within such time period and is diligently pursuing the same, then such further time as it takes Landlord, acting diligently, to complete such cure.

ARTICLE 16.
LANDLORD'S ACCESS AND OTHER RESERVED RIGHTS

Subject to Section 24.2, In accordance with the Rhode Island General Laws, Rhode Island Department of Health, and the Rhode Island Department of Business Regulations ("DBR"), Landlord and its authorized agents, employees, subcontractors and representatives shall have the right to enter the Premises at any time and without notice during emergencies otherwise at all reasonable times with prior notice for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to do any necessary maintenance and to make such changes, alterations, additions, improvements, repairs or replacements in or to the Premises, the Building or the Property as Landlord has the right or obligation to perform under this Lease, as Landlord may be required to do or make by law, or as Landlord may from time to time deem necessary or desirable provided, however, such alterations, improvements or additions shall not, except in case of emergency repairs, permanently materially adversely affect Tenant's use of the Premises (provided, however, that no prior notice is required to be given in connection with Landlord's entry into the Premises to perform routine maintenance and repairs which Landlord is obligated to perform under this

Lease); (c) to exhibit the Premises to prospective tenants during the last twelve (12) months of the Term or during any period while an Event of Default exists hereunder; and (d) to show the Premises to prospective lenders, brokers, investors, agents, buyers or other similar persons, at any time during the Term. Landlord shall have such access rights even if Tenant is not physically present to let Landlord in, and Tenant shall at all times provide Landlord with a copy of all keys, alarm codes, and pass cards to the Premises.

If, at any time during the last month of the Term, Tenant shall have removed all of Tenant's property from all or any portions(s) of the Premises, Landlord may immediately enter and alter, renovate and decorate the same, and such acts shall have no effect upon Tenant's remaining obligations and covenants under this Lease.

Landlord may erect, use and maintain pipes, wires, ducts, conduits and related closets and enclosures in and through the Premises, provided the same do not materially reduce the floor area thereof.

Landlord reserves the right to make such changes, alterations, additions, improvements, repairs or replacements in or to the Property (including the Premises and/or the Building), as it may deem necessary or desirable; provided, however, such work and such alterations shall not, except in case of emergency repairs, permanently materially adversely affect Tenant's use of the Premises.

ARTICLE 17. **CONDITION OF PREMISES**

Subject only to Landlord delivering the Premises free of tenants, broom clean, with a water tight roof and with the parking lot paved and striped to commercially reasonable standards with a minimum of twenty (30) parking spaces pursuant to a mutually acceptable parking plan, Tenant shall accept the Premises on the Term Commencement Date in its "AS-IS" condition, subject to all applicable Legal Requirements, covenants and restrictions, and Landlord shall have no obligation to perform or pay for any repair or other work therein. TENANT ACKNOWLEDGES AND AGREES THAT (1) IT HAS INSPECTED AND ACCEPTS THE PREMISES IN AN "AS IS, WHERE IS" CONDITION, (2) THE BUILDING AND IMPROVEMENTS COMPRISING THE SAME ARE SUITABLE FOR THE PERMITTED USE (DEFINED IN SECTION 1.1) AND LANDLORD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES (INCLUDING, WITHOUT LIMITATION, THE PERMITTED USE) AND TENANT HEREBY WAIVES ANY IMPLIED WARRANTY THAT THE PREMISES ARE HABITABLE OR SUITABLE FOR TENANT'S INTENDED PURPOSES OR ANY OTHER PARTICULAR PURPOSE (INCLUDING, WITHOUT LIMITATION, THE PERMITTED USE), (3) THE PREMISES ARE IN GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS, COVENANT, OR AGREEMENT AS TO THE REPAIR OF THE PREMISES, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES HAVE BEEN MADE BY LANDLORD AND (5) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE EXPRESS PROVISIONS OF THIS LEASE.

Except as otherwise may expressly be provided herein, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good working order and condition and in compliance with all Legal Requirements at the time possession was taken. Notwithstanding anything herein, Landlord agrees to repave and reline the parking lot and to maintain, repair and replace items as required herein.

ARTICLE 18.
WARRANTY REGARDING BROKER

Tenant warrants that it was introduced to the Premises by the Broker (defined in Section 1.1), and knows of no other broker which was involved in this transaction in any way or is entitled to any brokerage commission or similar fee or charge in connection with this Lease. Tenant agrees to indemnify Landlord and the Broker against any costs incurred by either (including attorneys' fees) if the foregoing warranty is untrue. Landlord shall pay a commission to the Broker pursuant to a separate agreement.

ARTICLE 19.
HAZARDOUS MATERIALS

19.1 Compliance. Tenant shall comply in all respects with all federal, state and local Environmental Laws.

19.2 Release, Storage, Use, or Generation of Hazardous Materials.

(a) Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release or threat of release of any Hazardous Materials (as said term is hereafter defined) on, in, upon or under the Premises or the Property. Tenant shall give to Landlord immediate (no later than 24 hours) written notice of Tenant's release, or discovery of the release or presence of any Hazardous Material in, on, under or migrating onto or from the Premises. In the event of a release of Hazardous Material during the Lease Term (other than allowed by Environmental Law), Tenant shall (a) report such release to any governmental authority, and (b) immediately remove and remediate such release, all as required by Environmental Law. Tenant shall promptly provide Landlord with any reports or other documentation related to its response to any such release.

(b) Tenant shall not allow the generation, storage, use or disposal of such Hazardous Materials in any manner not sanctioned by Environmental Law or by the highest standards prevailing in the industry for the generation, storage, use and disposal of such Hazardous Materials, nor allow to be brought into the Premises or the Property any such Hazardous Materials except for use in the ordinary course of Tenant's business.

(c) Tenant shall provide written notice to Landlord of the identity of any Hazardous Materials it generates, stores, uses or disposes of at the Premises or on the Property, and on an annual basis, shall provide to Landlord an inventory of the amounts of any Hazardous Material stored and any wastes, whether or not Hazardous Material, generated. In addition, Tenant

shall execute affidavits, representations and the like at Landlord's request, concerning the presence of Hazardous Materials in the Premises or at the Property or any portion thereof, including and other information reasonably requested by Landlord.

(d) If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials at the Property, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges, but only if such requirement applies to the Premises or may be the result of the acts or omissions of Tenant or any person acting under Tenant. Landlord expressly reserves the right to enter the Premises to perform regular inspections.

(e) Hazardous Materials shall include, without limitation, any material or substance which is (i) petroleum or petroleum product, (ii) asbestos-containing material, (iii) designated or defined as "oil" or a "hazardous waste", a "hazardous substance", a "hazardous material" or a "toxic material" under any Environmental Law. "Environmental Laws" means, collectively, all applicable federal, state and local laws (including common law), statutes, codes, ordinances, by-laws, regulations, rules, directives, Permits, judgments, orders, judicial or administrative decrees, and covenants and similar restrictions, governing safety, public health and/or protection of the environment, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, as amended ("CERCLA"); the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 *et seq.* ("RCRA"); the Clean Water Act, 33 U.S.C. 1251 *et seq.*; the Clean Air Act, 42 U.S.C. 7401 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. 300f through 300j; state or commonwealth equivalents of the foregoing federal statutes; and applicable state, county and municipal or local laws or requirements.

19.3 Permits. Tenant shall obtain any and all Permits necessary (a) for the construction of Tenant's work, (b) for the operation of its business at the Premises, including without limitation the Permitted Use, and (c) to comply with applicable Environmental Law. "Permits" shall mean any approvals, permits, licenses, registrations or other authorizations from Government Authorities.

19.4 Notices; Communication with Governmental Authorities. Tenant shall promptly provide Landlord with copies of any notices received by any federal, state or local governmental authority or another third party alleging a violation of or requesting information pursuant to of Environmental Laws, as related to or with respect to the Premises. Tenant shall simultaneously provide Landlord with copies of any communications from Tenant or anyone acting on behalf of Tenant to any governmental authority arising under or related to Environmental Laws.

19.5 Removal of Hazardous Materials. Upon the expiration or earlier termination of this Lease, Tenant agrees to promptly remove, to the extent required by applicable Environmental Laws, from the Premises, at its sole cost and expense, any and all Hazardous Materials, including, without limitation, any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in, under or about the Premises by Tenant or any Tenant Parties from or after the Term Commencement Date. Without limiting the generality of the preceding sentence, Tenant agrees to close in accordance with applicable Law any hazardous

waste storage area, and provide to Landlord prior to the end of the Lease Term a copy of the report prepared by an environmental consultant documenting such closure.

19.6 Indemnity. In all events, Tenant shall indemnify and save Landlord harmless from any release or threat of release or the presence or existence of any Hazardous Materials in or on the Premises occurring while Tenant is in possession or elsewhere at the Property if caused by Tenant or any person acting under Tenant. Landlord agrees to save Tenant harmless and to indemnify Tenant from and against any liability, injury loss, claim, damage, settlement, attorneys' fees, fines, penalties, interest or expense which may be incurred by Tenant (including, without limitation, any cost which Landlord may incur for testing and remediation) arising from any release, presence or existence of Hazardous Materials which existed at the Property prior to Tenant's occupation of the Premises.

19.7 Reserved.

19.8 Survival. The within covenants and indemnity shall survive the expiration or earlier termination of the Lease Term.

ARTICLE 20. **FORCE MAJEURE**

In the event that Landlord or Tenant shall be delayed from the performance of any act required hereunder other than the payment of any monetary amounts, by reason of Covid-19 related matters or limitations set by any Government entity in the form of a State of Emergency issued that precludes Tenant's business operation, strikes, lock-outs, inability to procure materials, failure of power, riots, insurrection, extraordinarily inclement weather, the default of the other party, or other reasonably unforeseeable reason beyond their reasonable control ("Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not be construed to excuse Tenant from making any payments, including Base Rent and Additional Rent, due hereunder in a timely manner as set forth in this Lease or from performing any covenant or obligation imposed under this Lease by reason of the financial inability of Tenant.

ARTICLE 21. **SIGNAGE**

Except as expressly provided in this Article 21, Tenant shall not place any signs on the Premises or elsewhere on the Property without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. Notwithstanding anything herein, Tenant shall be allowed to add to present signage that is available provided it complies with the local zoning code and municipal regulations.

In addition to the foregoing, Tenant may have a sign panel on the exterior of the Building containing Tenant's name and logo, the specific location, design and dimensions of which shall be subject to (i) Landlord's prior written consent, in Landlord's sole but reasonable discretion and (ii)

the approval (including without limitation obtaining all required permits and approvals therefrom) of the City of Providence. Any such exterior Building signage shall be prepared by Tenant at Tenant's sole cost. Landlord may elect to either install said exterior Building signage itself and be reimbursed by Tenant for said installation cost or to require Tenant to perform said installation at Tenant's sole cost, provided that Landlord shall have the right to reasonably approve the contractor performing said exterior Building signage installation.

All Tenant signage shall comply with all Legal Requirements and shall be maintained in good working order and condition by Tenant, at Tenant's sole cost and expense. Tenant shall also be required to pay for any and all utilities consumed by such signage. Tenant shall comply with such regulations as may from time to time be promulgated by Landlord governing signs, advertising material or lettering of all tenants in the Building. Tenant, in connection with vacating the Premises, or in connection with the removal or alteration of its sign for any reason, shall be solely responsible for the cost to repair, paint or replace any part of the Building fascia surface or other portion of the Building where said signs are attached, it being understood and agreed that Landlord may elect to either require Tenant to perform any such required repair work or to perform such repair work itself and be reimbursed by Tenant on demand for the cost thereof.

Notwithstanding anything herein, Tenant shall have the exclusive right to any and all billboard signage or seek to permit and obtain approval for a billboard on the Premises. Landlord agrees to cooperate with Tenant in obtaining said approvals. Any billboard is only permitted to display advertisement for businesses located at the Premises and any billboard signage will remain the property of Landlord at the Expiration Date or earlier termination of the Term.

ARTICLE 22.

MISCELLANEOUS

22.1 **Rules and Regulations.** Tenant shall comply with the Rules and Regulations, as same may be reasonably amended by Landlord from time to time upon written notice thereof to Tenant. Landlord shall not be obligated to enforce any such rules or regulations; provided, however, that if Landlord does enforce the Rules and Regulations then it will use reasonable efforts to do so in a non-discriminatory manner among similarly situated tenants. Tenant shall be responsible for the compliance with such Rules and Regulations by its employees, agents, contractors, and, to the extent within Tenant's reasonable control, its invitees. In the event of any conflict between the Rules and Regulations and the other terms and provisions of this Lease, the other terms and provisions of this Lease shall govern.

22.2 **Cooperation.** The Parties hereby agree to cooperate and use best efforts to ensure that the business operations of all tenants at the Property will be harmonious and, to the greatest degree possible, will not interfere with one another.

22.3 **No Merger.** There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

22.4 No Offer. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless and until it has signed a copy of this Lease and delivered it to Landlord, and Landlord has signed a copy of this Lease and delivered it to Tenant.

22.5 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

22.6 Arbitration. Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Providence, Rhode Island. Rhode Island law shall apply. Confirmation of award and judgment on an award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

22.7 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE.

22.8 Time of Essence. Time is of the essence of this Lease and each and every one of its provisions.

22.9 Joint and Several Liability. If Tenant is comprised of more than one (1) party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

22.10 Landlord's Review Fees. Whenever Tenant requests that Landlord give any consent or approval required under this Lease, Tenant will reimburse Landlord for Landlord's documented, reasonable out of pocket costs to third parties incurred in reviewing the proposed action for which Tenant is requesting Landlord's consent, including without limitation reasonable attorneys', engineers' or architects' fees, within thirty (30) days after Landlord's delivery to Tenant of a statement of such costs. Tenant shall be required to make such reimbursements, and pay such charges, without regard to whether Landlord consents to any proposed action.

22.11 Confidentiality. Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for the Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent, not to be unreasonably withheld if such disclosure has a legitimate and reasonably necessary business purpose. In any event, Landlord may impose reasonable conditions on any such disclosure. The consent by the Landlord to any disclosure shall not be deemed to be a waiver on the part of the Landlord of any prohibition against any subsequent disclosure.

22.12 Commencement Date Letter. Tenant agrees that, within ten (10) days of Landlord's written request therefor, it will execute and deliver to Landlord a Commencement Date Letter setting forth, among other things, the actual Term Commencement Date, Rent Commencement Date and date upon which the original Term expires.



22.13 Corporate Approval. If Landlord requests, then concurrently with its execution of this Lease, Tenant shall provide Landlord with duly authorized and executed corporate resolutions (or other evidence of authority in form and substance reasonably satisfactory to Landlord's counsel) authorizing the entering into and consummation by Tenant of the transactions contemplated by this Lease and designating the corporate or other officer or officers of Tenant who is/are authorized to execute this Lease on behalf of Tenant. In any event, Tenant hereby represents and warrants to Landlord that the person(s) signing this Lease on behalf of Tenant is/are duly authorized to do so.

22.14 Rules of Construction. The terms "include", "including" and "such as" shall be construed as if followed by the phrase "without being limited to". The words "herein", "hereof", "hereby", "hereunder" and words of similar import shall be construed to refer to this Lease as a whole and not to any particular Article or Section unless expressly so stated. Neither the expiration of the Term or earlier termination of this Lease shall be asserted as a defense against Landlord's enforcement of those Tenant obligations that by their nature are performable after, or might be enforced by Landlord after, the expiration of this Lease and in all such circumstances this Lease shall be deemed to have inserted the words "such provision shall survive the expiration or sooner termination of this Lease," regardless of whether such words in fact appear, and in any event, all obligations of Tenant hereunder not fully performed at the end of the Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises. This Lease has been negotiated by both parties, each of whom is a sophisticated business person/entity and shall be construed as the product of both of them equally. The use of the singular shall include the plural and vice versa, as appropriate in the circumstances. The term "repair" and "maintenance" shall include restoration, rebuilding and replacement as may be necessary to achieve and maintain good working order and condition. If there is a guarantor of this Lease then no right otherwise given to Tenant (or any party associated with Tenant) may be exercised if exercise of such right would compromise, in any manner, the continuing full force and effect of such guaranty in accordance with all of its terms and conditions, and this requirement shall be deemed inserted with respect to each and every such right otherwise granted to Tenant (or any party associated with Tenant) in this Lease, whether or not in fact so stated.

22.15 Consents. In all circumstances under this Lease where the prior consent of one party (the "Consenting Party"), whether it be Landlord or Tenant, is required before the other party (the "Requesting Party") is authorized to take any particular type of action, the requesting party agrees that its sole and exclusive remedy if it believes that consent has been withheld improperly shall be to institute litigation either for a declaratory judgment or for a mandatory injunction requiring that such consent be given (with the requesting party hereby waiving any claim for damages, attorneys' fees or any other remedy unless the consenting party refuses to comply with a court order or judgment requiring it to grant its consent).

22.16 Anti-Terrorism Representation.

(a) Tenant certifies that:

(i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department



as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control; and

(ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

(b) Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

22.17

22.18 Tenant's Financing. Landlord acknowledges that the Tenant has informed the Landlord that the Tenant may want to finance Tenant's intended inventory, trade fixtures, trade equipment and furniture that the Tenant will be installing in the Premises. Landlord agrees that Landlord's rights, and any lien that the Landlord may have by reason of the Tenant's default under this Lease, with respect to shall be subordinate to the rights of any lender providing the Tenant with funds for the purchase, financing or refinancing of such inventory, fixtures, equipment and/or furniture; provided, however, that a precondition to such subordination shall be the execution by the Landlord, Tenant and such lender of a Lien Waiver in substantially the form and substance attached hereto as Exhibit D, as same may be modified and agreed to by Landlord, Tenant and such lender. At the request of Tenant's lender, Landlord agrees to execute an estoppel certificate in form and substance satisfactory to Landlord in its reasonable discretion. Nothing herein shall require Landlord to subordinate its interest in this Lease nor shall Landlord be or become liable on any promissory note.

22.19 Regulated Assets. Landlord acknowledges that only those authorized to possess and handle marijuana pursuant to Rhode Island General Laws *et seq.*, and such other rules and regulations as may be implemented from time to time with respect to medicinal and recreational use of marijuana, are permitted to possess regulated assets, such as marijuana and marijuana-infused products, without being subject to law enforcement action, and that such regulated assets are not subject to seizure by parties unauthorized under the Rhode Island Department of Health, Rhode Island Department of Business Regulation or the Department of Public Health Medical Use of Marijuana Program to possess them.

ARTICLE 23 EXTENSION OPTIONS

If (i) no Event of Default exists at the time of exercising an Extension Option; (ii) no Event of Default exists at the time of commencement of the applicable Extension Period, and (iii) the original Tenant (or an Affiliate, as defined in Section 11.4) is occupying the entire Premises at the time of such election, Tenant shall have the options (each, an "Extension Option") to extend this Lease for one (1), two (2) or three (3) or four (4) additional periods of five (5) years each (each, an "Extension Period"). Each Extension Option shall be exercised by Tenant by delivering written notice of the exercise thereof to Landlord not earlier than six (6) months before the expiration of

the initial Term or any Extension Period, as the case may be. The Base Rent payable for each month during the applicable Extension Period shall be as set forth Section 1.1.

Tenant's rights under this Article 23 shall terminate and Tenant shall not have any right to extend the Term if (a) this Lease or Tenant's right to possession of the Premises is terminated, or (b) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises (other than to an Affiliate, as defined in Section 11.4 of this Lease), or (c) Tenant fails to timely exercise the applicable Extension Option under this Article 23, time being of the essence with respect to Tenant's exercise thereof.

ARTICLE 24

SPECIAL PROVISIONS

24.1 Early Termination. Landlord shall have the right upon Landlord's sole election, upon five (5) days prior written notice to Tenant or, if sooner, upon the effective date of any court order or governmental action, to terminate this Lease in the event any of these causes ("Early Termination Causes") arise:

(a) The seizure or threatened seizure by any governmental authority seeking forfeiture of any portion of the Premises, in which a court proceeding has actually commenced and which action the government will not dismiss;

(b) The entry of an order or judgment (whether final or not) that has the effect (whether by restraining order, injunction, declaration, or otherwise) of (i) establishing that Tenant's use of the Premises constitutes a public or private nuisance; (ii) imposing any fine, sanction, punishment, damages or liability upon Landlord or any person affiliated with or related to Landlord as a result of Tenant's use of the Premises for cannabis related activity or business.

(c) The entry of an order or judgment under any federal, state, or local law (ordinance) or regulation seeking remediation of the Premises as a result of a violation by Tenant of any mandate pertaining to environmental sensitivity or commission of waste, irrespective of Tenant's intent and course of action following its commencement;

(d) Upon a federal indictment or final adjudication of any charges brought by any Federal enforcement authority involving Landlord, or Tenant or Tenant's affiliates as a result of Tenant's use of the Premises as a Compassion Center (CC) or Licensed Recreational Marijuana Dispensary (LRMD), which results in Landlord liability or Tenant's inability to use the Premises as a CC or LRMD, or the imposition of material penalties or fines as a result of such use, as may be reasonably determined by either party, then either party may terminate this Lease by providing not less than thirty (30) days' notice to the other, and thereupon, this Lease shall terminate and be of no further force and effect upon such date; provided, however, that Tenant's termination right hereunder shall be conditioned upon Tenant otherwise being in compliance with the Required Approvals, all Rhode Island and local law and regulations, and the terms and provisions of this Lease. Said termination date shall be deemed the Termination Date hereunder. Notwithstanding anything herein, this provision shall not apply to any tax audits or investigation or charges stemming from the Internal Revenue Service.

24.2 Inspection of Premises. In accordance with the Rhode Island General Laws, Rhode Island Department of Health, and the Rhode Island Department of Business Regulations ("DBR"), with 48 hours notice to Tenant and accompanied by a licensed agent of the Tenant, Landlord shall have the right to enter the Premises for the purposes of ensuring compliance with the covenants, warranties, and representations of Tenant under this Lease. In accordance with state licensing rules, Landlord must be accompanied by authorized Tenant personnel while inspecting limited access areas. Any such rights of inspection, entry, re-entry or possession shall adhere to the strictures of Rhode Island law and regulation, and shall occur on an "escorted access only" basis, as described in the General laws and regulations et seq., as amended.

24.3 Compliance with Laws. The parties acknowledge that myriad regulations and local, state, and federal laws and private persons shall govern the operation of Tenant's use and that Tenant alone will be responsible for compliance with all mandates and requirements of any nature. The parties also acknowledge that under federal law, the production, distribution and sale of cannabis remains a violation of the Controlled Substances Act and that, as between Landlord and Tenant, the risk of enforcement of such laws is on Tenant.

24.4 Tenant's Duty to Comply. Tenant's foregoing obligation shall encompass (i) all state and local laws and regulations from any governmental authority with jurisdiction over Tenant's use, including but not limited to General Laws of the State of Rhode Island *et seq.*, and local zoning ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with state and local laws allowing Tenant to use the Premises for the Permitted Use. The covenant to comply encompasses all applicable laws that become effective before and during the Lease Term, as may be extended (collectively, the "Mandates"), regardless of the cost of such compliance. Tenant's inability to comply with the Mandates shall be grounds for termination of this Lease.

24.5 Extraordinary Operating Expenses. Tenant shall be responsible for the payment of any extraordinary expense for Property or Building or Premises operations resulting from Tenant's Permitted Use, including without limitation, the cost of security guards, supplementary janitorial services, or HVAC system service and periodic maintenance. Tenant's response must be prompt, reasonable and acceptable to Landlord.

24.6 Surrender. Tenant's covenant to comply with all applicable Mandates shall apply equally to dismantling Tenant's operations at the end of the Lease Term and surrender of the Premises.

24.7 Disposal. Tenant hereby covenants to dispose, according to Mandates, all unused inventory, refuse, and scrap materials and thereafter to clean to commercially acceptable standards (including sterilization of impermeable surfaces, wall to wall and ceiling to floor) all floors, walls, immovable fixtures, and air ducts serving the Premises.

24.8 Removal of Alterations. Landlord shall not return the Security Deposit to Tenant until an inspection of the Premises discloses that the above cleaning and disposal and removal of Alterations required by this Lease have been satisfactorily completed.

24.9 Indemnity. In addition to the provisions of Section 7.6 above, Tenant agrees to indemnify and hold harmless Landlord from and against damages or direct losses and reasonable attorney's

fees Landlord incurs as a result of (a) any Early Termination Causes, (b) any violation of the Controlled Substance Act or any other federal, state or local statute or regulation related to cannabis, and/or (c) damage done to the Building as a result of robberies, break-ins and burglaries.

24.10 Restriction/Covenant. Landlord covenants and agrees that during the term or any extended term of this lease, Landlord will not lease, operate, nor permit the occupancy of any other premises located in the Building and/or on the Property for the operation of a Compassion Center, Licensed Marijuana Retail Establishment and/or Registered Marijuana Dispensary.

[Balance of Page Intentionally Left Blank]

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a series of loops and a final vertical stroke.

EXECUTED as an instrument under seal as of the date first set forth above.

LANDLORD:

199 Branch Avenue LLC

By: [Signature]

Name: Bruce Balder

Title: Manager, duly authorized

STATE OF Rhode Island

COUNTY OF Providence

)
) ss.
)

On this 10th day of November, 2020, before me, the undersigned notary public, personally appeared Bruce Balder, proved to me through satisfactory evidence of identification which ~~was~~ was personal knowledge to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Ana M. Parsons

(official signature and seal of notary)

My commission expires: 1-7-2022



TENANT:

Sanctuary Medicals a Rhode Island non-profit Corporation

By: [Signature]

Name: Geoffrey Lewis

Title: President, duly authorized

STATE OF RI

COUNTY OF Providence

)
) ss.
)

On this 9th day of November, 2020, before me, the undersigned notary public, personally appeared Geoffrey Lewis, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Jason Williams

(official signature and seal of notary)

My commission expires: 8/05/2023

Jason Williams
Notary Public, State of Rhode Island
My Commission Expires 08/05/2023

EXHIBIT A
DESCRIPTION OF THE LAND

To be provided by Landlord prior to execution of Lease.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.

EXHIBIT A-1
PLAN

To be provided by Landlord prior to execution of Lease.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

EXHIBIT B
RULES AND REGULATIONS

To be provided by Landlord prior to execution of Lease.

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a smaller, less distinct mark.

EXHIBIT C
TENANT'S WORK/IMPROVEMENTS

To be provided by Tenant prior to execution of Lease.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

EXHIBIT D
LIEN WAIVER

To be provided by Landlord prior to execution of Lease.

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a cursive 'P'.

EXHIBIT B



Department of Inspection and Standards

Jorge O. Elorza Mayor
Joseph M. Atchue, Director

November 30, 2020

Alex Miller
Advocacy Solutions LLC
via electronic mail
RE: 199 Branch Ave, Plat 72, Lot 517

I am in receipt of your request for a letter on behalf of your client, Sanctuary Medicinals, clarifying that a proposed use of the above property (the "Property") is compliant with the City of Providence Zoning Ordinance, as amended (the "Ordinance"). The Property is located in the M-1 Light Industrial District.

You have indicated the proposed zoning use of the Property is for a *Compassion/Cultivation Center*. This zoning use is defined in Ordinance Section 1204 as follows:

Compassion Center/Cultivation Center. A facility operated by an organization or business that is registered/licensed in the state to acquire and dispense medical cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients and/or registered/licensed by the state to perform the necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

Article 12, Table 12-1 (Use Matrix) of the Ordinance permits the use of *Compassion/Cultivation Center* in the M-1 zoning district by right, pursuant to the regulations of Section 1202.EE.

This section has been recently amended by the City Council, please find that Ordinance included with this letter. You will be required to show that you meet all requirements of the amended Section 1202.EE. to establish a *Compassion/Cultivation Center* at this property.

This letter is drafted in accordance with the Providence Zoning Ordinance as defined above and is subject to any future changes to the Ordinance. If you have any further questions, please feel free to contact me. As indicated, this information is provided for guidance or clarification and is not intended to be a binding decision subject to appeal. It is based solely on the written information provided by you as the requester.

Sincerely,

A handwritten signature in black ink, appearing to read "AThompson".

Alexis Thompson, Zoning Office, DIS

CC: Joseph Atchue, Director, DIS
Robert Azar, Deputy Director, DPD

City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 2020-28

No. 310 AN ORDINANCE IN AMENDMENT OF ZONING ORDINANCE SECTION 1202 "PRINCIPAL USE STANDARDS", AMENDING PARAGRAPH EE "COMPASSION CENTER/CULTIVATION CENTER"

Approved September 24, 2020

Be it ordained by the City of Providence:

SECTION 1: Section 1202 "Principal Use Standards", Section EE "Compassion Center/Cultivation Center" is hereby amended by making the following changes, with additions underlined:

EE. Compassion Center/Cultivation Center

1. No more than the square footage for which the applicant is licensed shall be permitted for the use. The Zoning Board of Review may, in its discretion, limit the use to less square footage than that for which the applicant is licensed.
2. Any square footage in the property not devoted to the use must be segregated from the facility by a wall or similar structure.
3. The applicant must submit evidence of the following:
 - a. That it has obtained a license or registration to cultivate, acquire and/or dispense in the State of Rhode Island, subject to zoning approval and final inspection of the property by the licensing/registering entity.
 - b. All measures undertaken to contain noise and odors shall demonstrate that it has taken all reasonable measures to contain noise and odors.
 - c. The security plan(s) for the property and the facility.
 - d. Staffing numbers for all hours of each day.
 - e. The number of vehicles that will access the facility on a daily or weekly basis.
4. A Compassion Center or Cultivation Center may not be located within ¼ mile from the property line of another compassion center or cultivation center.
5. A Compassion Center or Cultivation Center may not be located within 1,000 feet from the property line of a preexisting public or private school.
6. Setbacks under this section shall be measured from the nearest property line of the Compassion Center or Cultivation Center using a direct line to the nearest property line of the school, other Compassion Center or Cultivation Center.

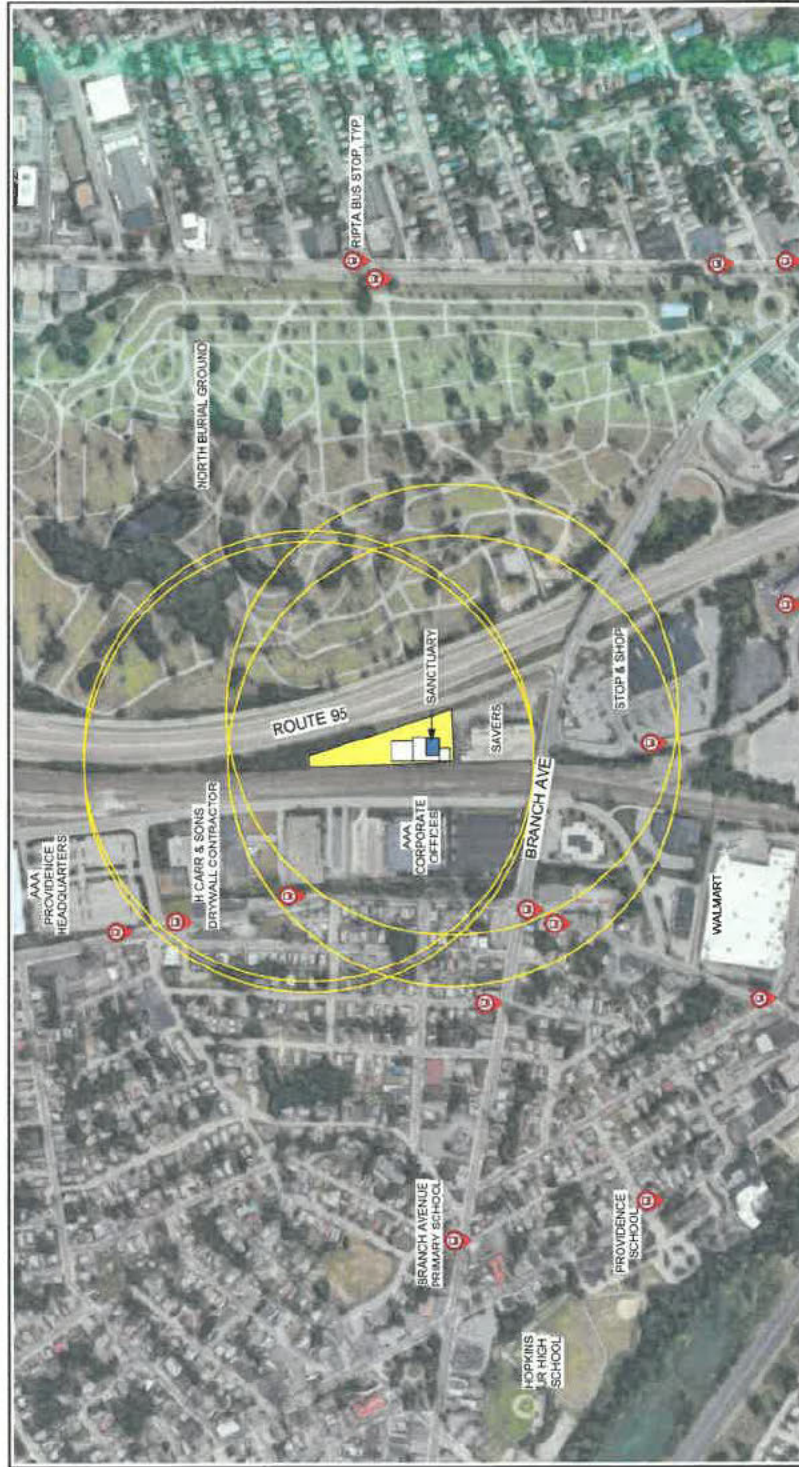
SECTION 2: This ordinance shall take effect upon passage.

IN CITY COUNCIL
SEP 03 2020
FIRST READING
READ AND PASSED
Shawn Dellich CLERK

IN CITY COUNCIL
SEP 17 2020
FINAL READING
READ AND PASSED
Salina Noto PRESIDENT
Jim Mastroianni CLERK

I HEREBY APPROVE
[Signature]
MEMOR
Date: 9/25/20

EXHIBIT C



201601
DEC 14, 2020
M.C.

PROJ. NO.
DATE
DRAWN BY:

1007 BUTLER ZONE &
PUBLIC TRANSPORTATION
PLAN

SANCTUARY MEDICINALS

199 BRANCH AVE PROVIDENCE, RI 02904



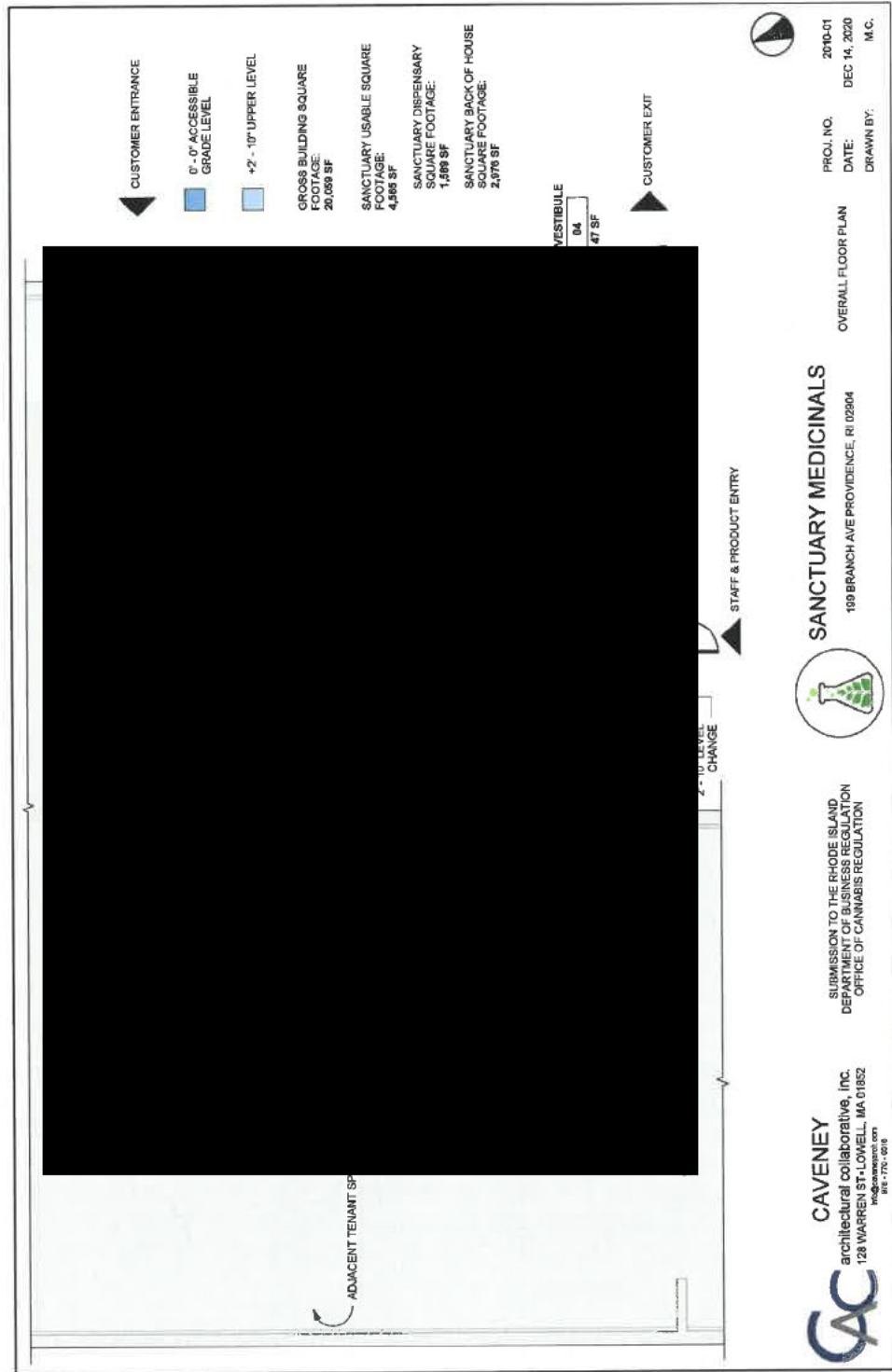
SUBMISSION TO THE RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
OFFICE OF CANNABIS REGULATION

CAVENEY

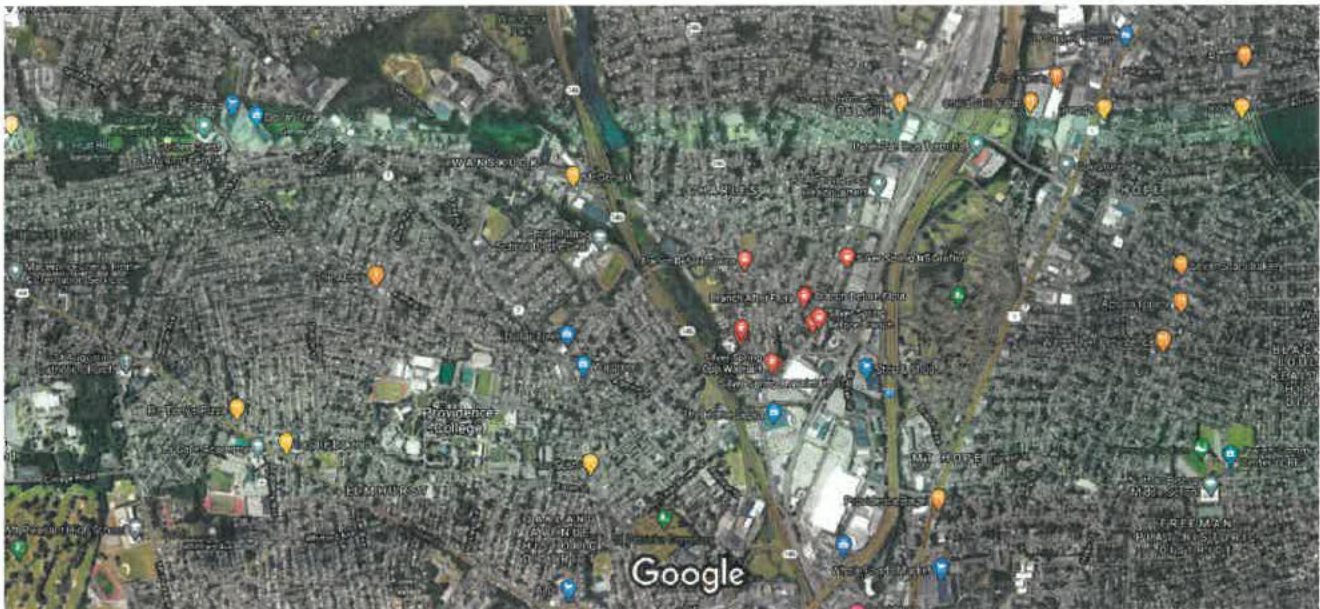


architectural collaborative, inc.
128 WARREN ST • LOWELL, MA 01852
info@caveneyarch.com
978.770.0848

EXHIBIT D



Google Maps bus stop



Imagery ©2020 CNES / Airbus, MassGIS, Commonwealth of Massachusetts EOE, Maxar Technologies, RIGIS, USDA Farm Service Agency, Map data ©2020 Google

1000 ft

Branch After Flora

Bus station

[Directions](#)**Branch Before Flora**

Bus station

[Directions](#)**Silver Spring Before Branch**

Bus stop

[Directions](#)**Silver Spring at 130 Silver Spring**

Bus stop

[Directions](#)**Silver Spring NS Grafton**

Bus stop

Branch Before Touro

3.0 ★★☆☆☆ (1)

Bus station



[Directions](#)



[Directions](#)

Charles Opp 469 Charles

Bus stop



[Directions](#)

Silver Spring Opp Walmart

2.0 ★★☆☆☆ (1)

Bus stop



[Directions](#)

Silver Spring at Walmart

4.0 ★★★★★ (2)

Bus stop



[Directions](#)

Charle After Lombardi

Bus stop



[Directions](#)

Showing results 1 - 10

EXHIBIT F



CAVENEY
architectural collaborative, inc.
123 WARREN ST. #LOWELL, MA 01852
info@caconarch.com
(978) 770-1518

SUBMISSION TO THE RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
OFFICE OF CANNABIS REGULATION



SANCTUARY MEDICINALS

199 BRANCH AVE PROVIDENCE, RI 02904

ARCHITECTURAL SITE PLAN

PROJ. NO. 2010-01
DATE DEC 14, 2020
DRAWN BY: M.C.

EXHIBIT G

Google Maps 199 Branch Ave



Map data ©2020 Google 2000 ft