Rhode Island Department of Business Regulation
Office of Cannabis Regulation

Application for Medical Marijuana
Compassion Center License

Publication Release Date:
July 17, 2020

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

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

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

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

For additional information regarding the Application process, please visit the Department’s website at: https://dbr.ri.gov/
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Part 1 – Application Information and Instructions

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

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

SECTION A: Application Period

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

If you would like to be added to the interested parties list for the Compassion Center Application process, please email D3R_MMPCompliance@dbr.ri.gov, with a subject line “New Compassion Center Application Interested Parties List.”

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

SECTION B: General Instructions

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

- **All application materials that require a signature must be signed by an “authorized signatory” of Applicant. An “authorized signatory” means a person that is authorized by the corporation/company to attest to the accuracy of all application information, materials and content submitted to the Department of Business Regulation.**

- If a question does not apply, write “N/A.” If the correct answer to a particular question is “None” write “None.”
• All Forms, Annexes, Exhibits, Documents and Deliverables on the Checklist are mandatory and must be submitted at the time of filing this Application in order for your Application to be complete and eligible for review.

• Applicant is under a continuing duty to promptly notify the Department of Business Regulation if there is a change in the information provided to the Department.

• All entries on the Application Forms, Annexes, Exhibits, Documents and Deliverables should be single spaced and typed in 12-point Calibri or Times New Roman font.

• Do not misstate or omit any material fact(s).

• The submittal of an Application constitutes acceptance of the requirements, administrative stipulations, and all of the terms and conditions of this Application. All costs and expenses incurred in submitting an Application will be borne by Applicant.

• Definitions: Please refer to the “Definitions” set forth in R.I. Gen. Laws § 21-28.6-3 and the “Definitions” in the Regulations, § 1.1.1, which are applicable to all compassion center license applications.

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

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

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

All questions about the Application or Application process must be sent to the Department of Business Regulation by email only at DBR.mmpcompliance@dbr.ri.gov with the subject line “Medical Marijuana Compassion Center Application Question.”

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

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

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

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

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

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

Pursuant to § 1.2(E)(4) of the Regulations, a selected Applicant may not change or alter its proposed location to another location within the same zone without prior Department approval. A selected Applicant may not relocate or change its proposed location outside of the zone for which they were selected.
Review and Evaluation Criteria
The Department of Business Regulation shall review and evaluate the submitted Applications based upon the criteria set forth in R.I. Gen. Laws § 21-28.6-12(c)(3) and § 1.2 of the Regulations. All Applicants that are deemed “qualified” by the Department shall be eligible for selection.

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

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

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

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

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

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

- Applicant fails to submit a complete Application, hard copies, and electronic copies including all Forms, Annexes, Exhibits, Documents and Deliverables set forth on the Checklist in Part 2 and the copies with required redactions set forth in Part 3 of this Application.
- The Application contains a material misstatement, omission, misrepresentation, or untruth.
- Applicant fails to submit the Application by the Application Submission Deadline.
- Applicant fails to pay the $10,000 Application fee prior to the Application Submission Deadline.
- The payment of taxes due in any jurisdiction is in arrears.
- Applicant fails to demonstrate to the Department’s satisfaction that it adequately meets the qualifications and requirements outlined in this application, the Act, and the Regulations.
- Applicant fails to pay the $500,000 license fee pursuant to R.I. Gen. Laws § 21-28.6-12(e)(5)(ii)(A).
- Applicant fails to implement policies, procedures or actions indicated in its Application.

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

**SECTION E: Important Notices/Disclaimers**
- This Application is an OFFICIAL DOCUMENT of the Rhode Island Department of Business Regulation. It MAY NOT be altered or changed in any fashion except to fill in the areas provided with the information that is required. Should any alteration or revision of a question occur, the Department reserves the right to deny the Application in its entirety or deem void that specific response and treat that section as unanswered.
- The burden of proving an Applicant’s qualifications at all times rests on Applicant. Applicant accepts any and all risk of adverse public notice, criticism, emotional distress, or financial loss that may result from any action with respect to this Application. Applicant expressly waives any and all claims for damages as a result thereof.
- After the Application has been submitted, Applicant may withdraw the submitted Application after written notice to the Department. The Application fee will not be refunded.
- Applicants are generally prohibited from submitting additional information after the Application is submitted unless the Department requests more information, and except in the event that the Applicant must disclose any changes in ownership, interest holders, and/or CC Form 2, Form 3, Form 4 and Form 5 disclosures throughout the entirety of the application and licensure periods.
• The Department may request any additional information or request an inspection of proposed location if it determines it is necessary to process and fully evaluate an Application. Applicant shall provide the additional information, documentation, materials and/or certifications within the time prescribed and at the Applicant’s own expense. If Applicant does not provide the requested information within the prescribed time period, the Department may remove the Application from the evaluation process.

• Applicant is under a continuing duty to promptly disclose to the Department any changes in ownership, interest holders, and/or CC Form 2 Disclosures throughout the entirety of the application and licensure periods.

• Proposed changes to interest holders and key persons require the Department’s approval pursuant to the variance procedure outlined in the Regulations, provided, however, that no variance which affects a majority change in ownership, control, financial interest and/or compensation/remuneration will be approved prior to conclusion of the first year of licensed activities except upon the Department’s determination that public, health, safety or welfare requires such variance.

• All notices regarding an Application submission will be sent to Applicant’s Compliance Officer email address provided on the Application Information Sheet, CC Form 1. Applicant must immediately notify the Department if Applicant’s email address changes. Further, Applicant is responsible for ensuring that the email address provided in Form 1 of this application is and remains operational to ensure that all e-mail communications from the Department of Business Regulation are received; e-mails sent by the Department will be presumed to have been received by Applicant.

• All Application submissions become the property of the Department and will not be returned.

• The Department of Business Regulation’s decision to approve, disqualify, or deny an Application is final.
Part 2 – CHECKLIST FOR ALL FORMS, ANNEXES, EXHIBITS, DOCUMENTS, AND DELIVERABLES

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

<table>
<thead>
<tr>
<th>FORM/Exhibit #</th>
<th>Name/Description</th>
<th>Included</th>
<th>Yes</th>
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<tbody>
<tr>
<td>CC Form 1</td>
<td>Application Information Sheet, Taxpayer Status, Notices and Affirmations executed by a duly authorized signatory of Applicant.</td>
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<tr>
<td>CC Form 2</td>
<td>Disclosure of Owners and Other Interest Holders executed by a duly authorized signatory of Applicant</td>
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<td></td>
<td>Attached Organizational chart</td>
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<td></td>
<td>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</td>
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<tr>
<td>CC Form 3</td>
<td>Interest Holder Certification Statement executed by a duly authorized signatory of Applicant.</td>
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<tr>
<td>CC Form 4</td>
<td>Certification Regarding Nonprofit Status and Compliance executed by a duly authorized signatory of Applicant.</td>
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<td>Attached Annex A – Nonprofit Documents</td>
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<td>Attached Annex B – Management Companies</td>
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<td>Attached Annex C – Vendors</td>
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<td>Attached Annex D – Contracts</td>
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<td>Attached Annex E – Related Party Transactions</td>
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<td>Attached Annex F – Real Estate</td>
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<td>Attached Annex G – Equipment</td>
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<td>Attached Annex H – Annual Compensation</td>
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<tr>
<td>CC Form 5</td>
<td>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</td>
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<tr>
<td><strong>Application Fee</strong></td>
<td>$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</td>
<td></td>
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<tr>
<td><strong>CC Exhibit A</strong></td>
<td>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)(l) and 1.2(F)(7) of the Regulations</td>
<td></td>
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<tr>
<td><strong>CC Exhibit B</strong></td>
<td>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</td>
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<tr>
<td><strong>CC Exhibit C</strong></td>
<td>Applicant’s Business Plan for the Compassion Center with all information and in compliance with § 1.2(C)(4)(c) of the Regulations</td>
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</tr>
<tr>
<td><strong>CC Exhibit D</strong></td>
<td>Applicant’s Security and Safety Plan with all information and in compliance with § 1.2(C)(4)(d) of the Regulations</td>
<td></td>
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</tr>
<tr>
<td><strong>CC Exhibit E</strong></td>
<td>Applicant’s Operations Manual for the Compassion Center with all information and in compliance with § 1.2(C)(4)(e) of the Regulations</td>
<td></td>
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</tr>
<tr>
<td><strong>CC Exhibit F</strong></td>
<td>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</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Submission of Required Electronic and Paper Copies of Entire Application

| **Version A - Paper** | Complete unredacted signed paper copy of the entire Application |  
| **Version A - Electronic** | Complete electronic copy of the Version A paper application on a USB thumb drive |  
| **Version B - Paper** | Complete paper copy of entire application redacted as instructed in Part 3 of this Application |  
| **Version B - Electronic** | Complete electronic copy of entire application redacted as instructed in Part 3 of this Application on a USB thumb drive |  
| **Version C - Paper** | Complete paper copy of entire application redacted as instructed in Part 3 of this Application |  
| **Version C - Electronic** | Complete electronic copy of entire application redacted as instructed in Part 3 of this Application on a USB thumb drive |  

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.”

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

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

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

Application Version A – Unredacted Application:

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

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

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

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

(1) A paper copy of completed Application with all completed Forms, Annexes, Exhibits, Documents and Deliverables, redacted as described below; and
(2) An electronic copy of item (C)(1) (immediately above) on a USB thumb drive.

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

Other than the redacted material, the information provided in the (A), (B) and (C) versions of the Application must be identical.
### Part 4 – Compassion Center Required Application Forms

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

<table>
<thead>
<tr>
<th></th>
<th>COMPANY NAME</th>
<th>Rhode Island Care Concepts, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(legal name, and any d/b/a name(s), if applicable)</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td><strong>Application ZONE#</strong></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>(note separate applications and application fees are required to apply to multiple zones)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>BUSINESS STREET ADDRESS</strong></td>
<td>15 Circle Street</td>
</tr>
<tr>
<td>3</td>
<td><strong>CITY, STATE, ZIP</strong></td>
<td>East Providence, RI, 02915</td>
</tr>
<tr>
<td>4</td>
<td><strong>STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA</strong></td>
<td>711 Kingstown Road</td>
</tr>
<tr>
<td>5</td>
<td><strong>CITY, STATE, ZIP</strong></td>
<td>South Kingstown, Rhode Island, 02879</td>
</tr>
<tr>
<td></td>
<td>PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA</td>
<td>Plat 57-2 Lot 76</td>
</tr>
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<tr>
<td>7</td>
<td>SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALE OF MARIJUANA</td>
<td>3,094</td>
</tr>
<tr>
<td>8</td>
<td>FEIN: (Federal Employer Identification Number)</td>
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<tr>
<td>9</td>
<td>TELEPHONE NUMBER</td>
<td>AREA CODE</td>
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<td></td>
<td></td>
<td>NUMBER</td>
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<td>EXTENSION</td>
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<td>10</td>
<td>FAX NUMBER (if not applicable, put “N/A”)</td>
<td>AREA CODE</td>
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<td>NUMBER</td>
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<td>EXTENSION</td>
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<td>11</td>
<td>TOLL FREE NUMBER (if not applicable, put “N/A”)</td>
<td>AREA CODE</td>
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<td></td>
<td>EXTENSION</td>
</tr>
<tr>
<td>12</td>
<td>COMPLIANCE OFFICER Identification and Contact Information</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Name:</td>
<td>Jeffrey Padwa, Esq.</td>
</tr>
<tr>
<td></td>
<td>Title:</td>
<td>Compliance Officer</td>
</tr>
</tbody>
</table>
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 #_______________)

Rhode Island Core Concepts, Inc

Name of Taxpayer/Entity

Social Security or Federal Tax Identification Number
CC Form 1 - AFFIRMATIONS

Applicant hereby understands and affirms the following:

1. The burden of proving an Applicant's qualifications rests on the party applying for the license.

2. The Department of Business Regulation may deny an Application that contains a material misstatement, omission, misrepresentation, or untruth.

3. An Application shall be complete in every material detail.

4. The Department of Business Regulation may rescind its approval of a Compassion Center License if Applicant has not completed the pre-requisites for issuance of the license as described in the Regulations within nine (9) months of their approval.

5. Regarding the location of the licensed premises, Applicant commits to the following:
   a. The premises and operations of Applicant shall conform to local zoning requirements.
   b. The Compassion Center License shall be conspicuously displayed at the licensed premises.

6. Regarding manufacturing, Applicant commits to having any form of manufacturing that uses a heat source or flammable/combustible material approved by the State Fire Marshal and/or the local fire department.

7. Applicant commits to not using any compressed, flammable gas as a solvent in any solvent extraction process, manufacturing or for any other purpose.

8. Applicant commits to not acquiring medical marijuana from anyone other than a licensed cultivator in accordance with the Act and the Regulations.

9. Applicant commits to the limitations set forth in the Act and the Regulations and understands that they are limited to possessing marijuana only as permitted in the Act and the Regulations.

10. Applicant understands that the licensed premises may not be within 1,000 feet of the property line of a preexisting public or private school.

11. Applicant hereby acknowledges that its employees covered by the National Labor Relations Act or the Rhode Island State Labor Relations Act have the right to form, attempt to form or join a union in the workplace. Applicant acknowledges that its covered employees may be fairly represented by a union if one is formed. Applicant also acknowledges that its employees have the right to refuse to do any or all of these things and that Applicant may not interfere with, restrain or coerce employees in the exercise of these rights.

12. Applicant understands that a licensed compassion center and any interest holders/key persons thereof may not have any material financial interest or control in another Rhode Island licensed compassion center, licensed cultivator or a licensed cooperative cultivation or in a Rhode Island Department of Health approved third party testing provider and vice versa.
SIGNATURE FOR CC FORM 1

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

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

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

AUTHORIZED SIGNATORY SIGNATURE

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>12/1/2020</td>
</tr>
</tbody>
</table>

Print Name: David L. Johnston

Print Title: President
**CC FORM 2**  
**Disclosure of Owners and Other Interest Holders**

**Name of Applicant/Licensee:**

<table>
<thead>
<tr>
<th><strong>Section I: Owners and Other Interest Holders</strong></th>
</tr>
</thead>
</table>
| 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.

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

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.

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<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>SSN/FEIN</th>
<th>DOB</th>
<th>App submitted?</th>
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<tbody>
<tr>
<td>David L. Johnston</td>
<td>Director / President</td>
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<td>Address</td>
<td>City</td>
<td>State</td>
<td>ZIP</td>
<td>Phone Number</td>
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<tr>
<td>Business</td>
<td>Owner %</td>
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<tr>
<td>Rhode Island Care Concepts, Inc.</td>
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<tbody>
<tr>
<td>Andrew Cotton</td>
<td>Director / Secretary</td>
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<td>Address</td>
<td>City</td>
<td>State</td>
<td>ZIP</td>
<td>Phone Number</td>
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<tr>
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<td>Shane Cooper</td>
<td>Director / Treasurer</td>
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<td>Address</td>
<td>City</td>
<td>State</td>
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<tr>
<td>Business</td>
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<tr>
<td>Jeffrey Padwa</td>
<td>Director / Compliance Officer</td>
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<td>Rhode Island Care Concepts, Inc.</td>
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</table>
### 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.

<table>
<thead>
<tr>
<th>Name</th>
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<th>App submitted? □Yes □No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address (residence if an individual)</td>
<td>City</td>
<td>State</td>
<td>ZIP</td>
<td>Phone Number</td>
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</tbody>
</table>

Business Associated with (Applicant, parent business or sub-entity) Title (officer, director, manager, etc.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>SSN/FEIN</th>
<th>DOB</th>
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</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Role</th>
<th>SSN/FEIN</th>
<th>DOB</th>
<th>App submitted?</th>
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</thead>
<tbody>
<tr>
<td>Compassion Management, LLC</td>
<td>Consultant</td>
<td>N/A</td>
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</tr>
<tr>
<td>David L. Johnston</td>
<td>Member</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Andrew Cotton</td>
<td>Member</td>
<td></td>
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</tr>
</tbody>
</table>
### 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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<td>☐ Yes ☐ No</td>
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</table>

Address (residence if an individual)

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP</th>
<th>Phone Number</th>
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Business Associated with (Applicant, parent business or sub-entity)

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<tr>
<th>Name</th>
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<td>☐ Yes ☐ No</td>
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</table>

Address (residence if an individual)

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<tr>
<th>City</th>
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</table>

Business Associated with (Applicant, parent business or sub-entity)
Updated to 7/16/2020

<table>
<thead>
<tr>
<th>Address (residence if an individual)</th>
<th>City</th>
<th>State</th>
<th>ZIP</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Associated with (Applicant, parent business or sub-entity)</td>
<td>Interest</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Name</td>
<td>Title</td>
<td>SSN/FEIN</td>
<td>DOB</td>
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<tr>
<td>Business Associated with (Applicant, parent business or sub-entity)</td>
<td>Interest</td>
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<tr>
<td>Name</td>
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<td>Business Associated with (Applicant, parent business or sub-entity)</td>
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<td>Phone Number</td>
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<tr>
<td>Business Associated with (Applicant, parent business or sub-entity)</td>
<td>Interest</td>
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</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>SSN/FEIN</th>
<th>DOB</th>
<th>App submitted?</th>
</tr>
</thead>
<tbody>
<tr>
<td>David L. Johnston</td>
<td>Member</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Address (residence if an individual)</td>
<td>City</td>
<td>State</td>
<td>ZIP</td>
<td>Phone Number</td>
</tr>
<tr>
<td>Business Associated with (Applicant, parent business or sub-entity)</td>
<td>Interest</td>
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</tr>
<tr>
<td>Name</td>
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<tr>
<td>Business Associated with (Applicant, parent business or sub-entity)</td>
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</tr>
<tr>
<td>Name</td>
<td>Title</td>
<td>SSN/FEIN</td>
<td>DOB</td>
<td>App submitted?</td>
</tr>
</tbody>
</table>
**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 interest in or control of that entity.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Birth</th>
<th>SSN/FEIN</th>
<th>Interest/Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Johnston</td>
<td></td>
<td></td>
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<tr>
<td>Joan Johnston</td>
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</tbody>
</table>
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.
Applicant
Rhode Island Care Concepts, Inc (not for profit entity)

Directors/Board Members:
- David Johnston (Director / Member)
- Andrew Cotton (Director / Member)
- Shane Cooper (Director / Member)
- Jeffrey Padwa (Compliance Officer)

Management Agreement
Compassion Management, LLC

Advisory:
- Sean Crowley (Security)
- Linda Pereira (Pharmaceutical Dist.)
- Philip Salko (Compliance Officer)
- Connor Yost (Cannabis Operations)
- Alice Evans (Compliance Officer)

Interest Holder 1
- David Johnston (31.6%)

Interest Holder 2
- Andrew Cotton (31.6%)

Interest Holder 3
- Shane Cooper (31.6%)

Interest Holder 4
- Jeffrey Padwa (5.2%)

Joint Lenders to Interest Holder 1
- Richard Johnston
- Joan Johnston

CC Form 2 Section III: A. Organizational Chart
**CC Form 2 Section III. B List of all Interest Holders & Ownership Percentage**

<table>
<thead>
<tr>
<th>Interest Holder</th>
<th>Effective Ownership Percentage</th>
<th>Dollar Amount of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Johnston</td>
<td></td>
<td></td>
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<tr>
<td>Andrew Cotton</td>
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<td>Shane Cooper</td>
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<tr>
<td>Jeffrey Padwa</td>
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CC From 2 Section III. C List of all Interest Holders and dollar amount of annual compensation

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<tr>
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<tr>
<td>Jeffrey Padwa</td>
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<tr>
<td>Compassion</td>
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</table>
CERTIFICATION AS TO CC FORM 2

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

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

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

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

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

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

______________________________  12/1/2020
Signature of Authorized Signatory  Date

David L. Johnston
Printed Name
Print Title: President
Print Name of Applicant/Licensee: Rhode Island Care Concepts, Inc.
**CC FORM 3**

**Owners and Interest Holders Certification Statement Form**

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

1. Has the Applicant or any Owner or Interest Holder or any marijuana business entity or its equivalent in which such persons hold or have held an interest or a medical marijuana or other marijuana or cannabis license, registration or authorization in another state or jurisdiction, ever been disciplined (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization) by any state or jurisdiction? If “Yes” provide a brief explanation, copies of all documentation and name/address/phone number/contact person for the licensing/registration/authorization authority.

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<th>Yes</th>
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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.

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<th>Yes</th>
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3. Is any Owner or Interest Holder employed by the State of Rhode Island? If “Yes” please describe below.

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<th>Yes</th>
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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:

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<th>Yes</th>
<th>No</th>
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5. Applicant acknowledges that it fully understands that:

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<tr>
<th>a. Marijuana is a Schedule I controlled substance under the Controlled Substances Act of 1970 (21 U.S.C. 801 et seq.);</th>
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<th>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;</th>
<th>Yes</th>
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<th>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</th>
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<th>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.</th>
<th>Yes</th>
<th>No</th>
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6. Applicant acknowledges that Application Fees are non-refundable.

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7. Applicant acknowledges that in filing an Application for a license, the following:

<table>
<thead>
<tr>
<th>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</th>
<th>Yes</th>
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<th>b. The Department of Business Regulation’s decision in approving or denying an Application shall be final subject to the provisions of the Administrative Procedures Act codified in R.I. Gen. Laws § 42-35-1 et seq.</th>
<th>Yes</th>
<th>No</th>
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The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the certifications made in this Form 3 and that each such notice shall include an updated Form 3.

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

[Signature]

Signature of Authorized Signatory

12/1/2020

Date

David L. Johnston
Printed Name

Print Title: President

Print Name of Applicant/Licensee: Rhode Island Care Concepts, Inc.
CC FORM 4
CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

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

1. Nonprofit Status and Operation

   A. The Applicant/Licensee is and shall be operated on a not-for-profit basis for the mutual benefit of its patients in compliance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, Chapter 21-28.6 of the Rhode Island General Laws and the regulations promulgated thereunder.

   B. Compassion centers shall not be organized, structured or operated in a manner that violates R.I. Gen. Laws § 21-28.6-12(f), or which would cause medical marijuana and medical marijuana products to be priced at unreasonable rates, as determined by DBR, in accordance with R.I. Gen. Laws § 21-28.6-12(d)(2)(iii).

   C. The Applicant/Licensee is a nonprofit corporation organized, existing and in good standing under the laws of the State of Rhode Island, including the Rhode Island Nonprofit Corporation Act, R.I. Gen. Laws Chapter 7-6, as evidenced in Annex A attached hereto, which includes the following documents:

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

      ii. Applicant’s nonprofit Articles of Incorporation filed with RI Secretary of State (SOS) in accordance with R.I. Gen. Laws Chapter 7-6;

      iii. Applicant’s corporate Bylaws;

      iv. Applicant’s Certificate of Good Standing from the RI SOS; and

      v. If applicable, documentation evidencing tax-exempt organization status under US Internal Revenue Code.

2. Management Companies and Vendors

   A. All contracts and agreements, including any loan or other financing agreements, with all management companies and vendors shall be on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject services, supplies, equipment, and other goods.

   B. Attached hereto as Annex B is a list of all management companies used/to be used to supply services, supplies, equipment and/or other goods to the compassion center Applicant/Licensee. This list must also include a list of all persons (names and addresses)
who have any ownership or financial interest (officers, directors, stockholders of 5% or more, LLC managers or members, and/or partners) in or operations or managerial control over the management company.

C. Attached hereto as Annex C is a list of all anticipated vendors used/to be used to supply services, supplies, equipment and/or other goods to the compassion center Applicant/Licensee of $100,000 or more per calendar year. This list must also include a list of all persons (names and addresses) who have any ownership or financial interest (officers, directors, stockholders of 5% or more, LLC managers or members, and/or partners) in or operations or managerial control over the management company.

D. Attached hereto as Annex D are copies of any/all agreements, contracts and proposals with management companies, vendors, or other contractors, including copies of any proposed management agreements, leases, loans, contracts, or any other documentation reflecting the terms and conditions of any relationships and/or interests between the nonprofit entity and these agents, persons, or entities. Applicant must include any subsidiaries/parent companies associated with these agents, persons, or entities in the overview and organizational chart and/or any other entities engaged in similar cannabis activities which have shared owners, officers, directors or key persons.

3. Related Party Transactions

A. Attached hereto as Annex E is a list of all financial transactions between Applicant/Licensee, on the one hand, and any immediate family member(s)1 (whether directly or through an entity in which such family member(s) has an interest) of an officer, director, manager or other person having managerial or operational control of Applicant/Licensee, on the other hand.

B. All such financial transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

4. Real Estate and Equipment

A. Attached hereto as Annex F is a list of all real estate to be purchased or leased by Applicant/Licensee; and

B. Attached hereto as Annex G is a list of all equipment to be purchased or leased by Applicant/Licensee involving compensation/remuneration of $100,000 or more per calendar year.

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

   Date 12/1/2020

   David L. Johnston
   Printed Name
   Print Title: President
   Print Name of Applicant/Licensee:  Rhode Island Care Concepts, Inc.

**INSTRUCTIONS FOR CC FORM 4 ANNEXES**

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

The materials must demonstrate Applicant’s understanding of and ability to comply with the requirements under the Act and the Regulations.
Rhode Island Care Concepts, Inc. 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 this document, attached as Annex A to CC Form 4 in the application.

Written Overview of Corporate Structure
Rhode Island Care Concepts, Inc. ("RICC") is a Rhode Island Non-Profit Corporation organized for non-profit purposes including, but not limited to, providing knowledgeable expertise and safe access to legal medical marijuana to Rhode Island patients living with debilitating medical conditions. RICC is a non-profit corporation with a four-person board of directors. RICC also has an Advisory Committee and may hire other strategic advisors to provide expertise and guidance to the board of Directors. Advisors are appointed by the Board and do not have control of the company. All controlling power is held by the Board.

Positions for other key employees such as General Manager, Security Director and other staff have been identified, but individuals have not yet been hired for those positions.

Listing of Directors / Members / Advisors / Key Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Resume/Bio</th>
<th>Roles and Duties</th>
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<tbody>
<tr>
<td>David Johnston</td>
<td>Director / President</td>
<td>See Below</td>
<td>See Below</td>
</tr>
<tr>
<td>Andrew Cotton</td>
<td>Director / Secretary</td>
<td>See Below</td>
<td>See Below</td>
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<tr>
<td>Shane Cooper</td>
<td>Director / Treasurer</td>
<td>See Below</td>
<td>See Below</td>
</tr>
<tr>
<td>Jeffrey Padwa</td>
<td>Director / Compliance Officer</td>
<td>See Below</td>
<td>See Below</td>
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<tr>
<td>Philip Salko</td>
<td>Patient Care Expert</td>
<td>See Below</td>
<td>See Below</td>
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<tr>
<td>Sean Crowley</td>
<td>Security Advisor</td>
<td>See Below</td>
<td>See Below</td>
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<tr>
<td>Linda Pereira</td>
<td>Product Distribution Advisor</td>
<td>See Below</td>
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<tr>
<td>Connor Yost</td>
<td>Cannabis Operations Advisor</td>
<td>See Below</td>
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<tr>
<td>Alice Evans</td>
<td>Cannabis Operations Advisor</td>
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<tr>
<td>TBD</td>
<td>General Manager</td>
<td>n/a</td>
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<tr>
<td>TBD</td>
<td>Security Director</td>
<td>n/a</td>
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Board of Directors
The Company’s board of Directors have extensive business experience in regulatory-intensive industries. Each director is introduced below, and complete resumes have been attached at the end of this document.

David Johnston, Director/Member/President
David Johnston is a 2nd generation Rhode Island attorney. Beginning in 2011 Mr. Johnston has practiced in Rhode Island and Massachusetts primarily focusing on complex real estate
transactions, financing and development. Mr. Johnston is a graduate of the College of Charleston, in Charleston, S.C. and Suffolk University Law School in Boston, MA.

Mr. Johnston has extensive experience working within the regulatory-intensive fields of consumer and commercial finance agreements, and land development and zoning regulations. Additionally, Mr. Johnston bring small-business ownership and management expertise to Rhode Island Care Concepts, Inc.

Andrew Cotton, Director/ Member/ Secretary
Andrew Cotton, has over 15 years of experience in business management, commercial financing, development oversight, and investment management. Most recently, he serves as one of the founding partners of Cannon Construction, Blackstone Group Leasing and Management, and RI Property Wire. All of which are growing businesses in the real estate business in Rhode Island. As founding partner, He is responsible for sourcing and analyzing new business opportunities, creating financial models, and managing staff accordingly. Andrew also serves as an alternate on the zoning board in the city of East Providence where he lives. Andrew Cotton graduated from Providence college in 2005 with a bachelor’s degree in business management. since then, Andrew has found success managing people as well as complex investment projects.

Shane Cooper, Director/ Member/ Treasurer
Shane Cooper was born in West Palm Beach FL and moved to RI to attend school at Roger Williams University graduating with a degree in Political Science and a minor in Criminal Justice later obtaining a degree in Network Engineering from NEIT. After graduating Shane took a position as a junior producer at MetLife that eventually morphed into the roll of Director of Technical Activations at MetLife stadium. After starting a family the demands of travel prompted Shane to take a chance on a investment property which created a entrepreneurial passion and a love for development which lead to the creation of our investment company RI Property Wire. As the size and needs of the business grew new business in the areas of construction and property management were born with the creation of Cannon Construction and Blackstone Leasing and Management. Today, RI Property Wire invests and renovates an average of 65+ single family and multifamily homes per year and owns approximately 200 apartment units, while Cannon Construction has grown from providing renovation services to a full-fledged commercial construction company currently providing services to some of Rhode Islands most well known businesses and Blackstone Leasing and Management has progressed from leasing 35 units at its creation to over 1,500 residential apartment units for some of the states most well known investors.

Jeffrey Padwa: Director/ Member/ Compliance Officer
Jeffrey M. Padwa received his Bachelor of Arts degree in 1985 from Emory University in Atlanta, Georgia; his Juris Doctor, cum laude, in 1992 from Suffolk University Law School in Boston, Massachusetts; and a Certificate in Cyber Security Risk Management from Harvard University in 2019. Padwa is admitted to practice law in the state and federal courts of Rhode Island and Massachusetts.
Padwa has practiced in the field of cannabis law since 2017, and is intimately familiar with medical marijuana laws, regulations and guidelines and the compliance requirements of licensees. He has represented numerous medical marijuana cultivators in Rhode Island in connection with filing applications for their licenses as well as applicants for marijuana treatment centers and marijuana establishments in Massachusetts; represented multi-state operators in connection with change of ownership and control transactions involving licenses in Rhode Island and Massachusetts; and worked closely with the Rhode Island Department of Business Regulation, Office of Cannabis Regulation in connection with representing cultivator applicants responding to Show Cause Orders issued by the Office of Cannabis Regulation.

Over the past four years, Padwa has attended and participated in numerous cannabis industry conferences, including legal conferences as well as online programs, which have included education and training on federal and state laws, including medical marijuana and adult use laws, compliance and other relevant issues. He has provided compliance advice to multiple clients in the cannabis industry, and has developed a cannabis compliance programs for marijuana license holders, including templates for documenting compliance policies, plans and incident reports.

During Padwa's six years of government service as Chief of Staff / General Counsel to the Rhode Island General Treasurer and Providence City Solicitor, he was intimately involved in numerous compliance issues involving a variety of federal, state and municipal laws. Padwa's knowledge of compliance, including policies, protocols and controls is also informed by his education and training in the field of Cybersecurity Risk Management, which is similarly deeply rooted in regulatory compliance. In 2018, Padwa received a Certificate from Harvard University in Cybersecurity Risk Management, which requires organizations to adhere to a constellation of international, federal, and state laws and regulations.

Padwa served as the Rhode Island Co-Chair for the Presidential Campaign of Barack Obama (2008) and has helped numerous candidates run for public office at the city, state and federal levels. In 2010, he was elected and served as Treasurer of the Rhode Island Democratic Party from 2010 to 2019.

Jeffrey Padwa served on the Board of Directors of the Jewish Seniors Agency of Rhode Island (JSARI), a $50+ million community service agency / nonprofit entity that owned and operated senior housing facilities, an assisted living facility and provided services to the elderly, and was unanimously elected to the Presidency, an office that he held for over four years (2013-2017). During his tenure, he was instrumental in revising and updating the agency's by-laws, oversaw and operationalized the development of an integrated electronic financial reporting system, and advanced the medical records system for the residents of the agency's assisted living facility. Jeffrey orchestrated the merger of the Jewish Seniors Agency of Rhode Island with Jewish Family Services of Rhode Island into one unified entity. He advanced his vision, bringing the right people to the table to make his vision a reality.

Having demonstrated extraordinary leadership during the merger discussions between JSARI and JFSRI, Jeffrey was elected to be first Chairman of the Board of Directors of Jewish Collaborative Services (2017-2019). Under his leadership, the two organizations achieved formal legal status as a combined entity and the agency made dramatic strides in the areas of governance, finance, development, cultural integration, programming, IT, HR, budgeting and strategic planning.

Padwa was awarded the Extraordinary Leadership Award (2019) by the Network of Jewish Human Service Agencies for his exceptional work toward addressing human service needs in
Rhode Island. He received the Maurice Glicksman Award (2017) by the Jewish Seniors Agency of Rhode Island for outstanding leadership, and is a three-time recipient of the Wiedemann Wysocki Award (2003, 2005 and 2010) from the American Association for Justice for his significant contributions to AAJ and the Civil Justice System.

Padwa has also served as President of the Rhode Island Municipal Solicitors Association (2012 – 2014); President of the Rhode Island Association for Justice (2006-2007), and as a Member of the Roger Williams University School of Law Advisory Board (2011 – 2014).

Advisory Committee
The Applicant has established an advisory committee of professionals with diverse experience, relevant to Compassion Center operations. Advisory committee members are appointed by the Board and do not have control of the company. Members of the Advisory Committee are introduced below:

*Philip Salko, Medical Care Expert*
Phillip Salko, M.D. is a Rhode Island based medical doctor, specializing in Primary Care Sports Medicine and Interventional Pain Management. Phillip has practiced in family medicine, sports medicine, and has served as a physician for US Olympic Sports Teams in addition to serving as an Assistant Professor at Brown Medical School. Phillip has also served in numerous leadership and board positions, most recently as a member of the Brown University Clinical Faculty Advisory Committee and President of the Rhode Island Academy of Family Physicians.

Phillip brings a wealth of medical experience to the committee and will serve in an advisory role to leadership on matters including Patient Care, DOH compliance, and patient education, as well as other areas relevant to his expertise, as needed.

*Sean Crowley, Security & Safety Advisor*
Sean Crowley is a Rhode Island State Police Trooper and former Infantry Captain of the U.S. Army, with extensive experience in law enforcement, tactical training, conflict prevention and resolution, and safety and security management. Sean serves as the Senior Academy Instructor for the R.I. State Police in Patrol Tactics and Officer Safety, Report Writing, and Firearms. Sean has completed over 22 specialty training courses in security related disciplines, including Emergency Response, Active Shooter Threats, Tactical Training, and search and rescue, among others. Sean was awarded the Bronze Star and the Army Commendation Medal with “V” Device for Valor, among numerous other medals for his service.

Sean will provide guidance and instruction to the applicant in areas including the compassion center’s Security equipment and protocols, Emergency Response Planning and Training, and Conflict prevention and resolution. Sean may also participate in annual security audits, to test the applicant's security operations and identify areas for improvement and additional equipment or training.
**Linda Pereira, Product Distribution Advisor**
Linda Pereira is a bio-pharmaceutical executive with over twenty years of experience in the pharmaceutical sales industry, serving in sales, marketing, and leadership positions. In this capacity Linda has developed a deep network and understanding of the healthcare industry and the compliance requirements therein. Linda has served as senior territory business manager and clinical account specialist, requiring direct contact and ongoing education with care providers in oncology, virology, neurology, cardiovascular and rheumatology practices. Linda has repeatedly developed new sales and distribution relationships and has used provider education and product marketing strategies to maintain lasting relationships. Linda will serve in an advisory capacity to the RICC board, offering guidance and insight relevant to product distribution, sales, and marketing as well as other areas of her expertise, as needed.

**Connor Yost, Cannabis Business Operations Advisor**
Connor is an experienced cannabis business specialist, serving as director of Nucleus One Cannabis Business Consulting for over five years. In this capacity, Connor has worked with dozens of cannabis businesses across multiple states to obtain licensing, develop startup strategies, create and implement comprehensive Standard Operating Procedures, and to serve as project manager and Operations Advisor to licensed operators in retail, cultivation, and manufacturing sectors. Connor is an expert in process revisions, regulatory compliance, technical application writing, municipal rules, regulations, and retail and back of house operations.

Prior to his time at Nucleus One, Connor spent time in both the consumer lending and mortgage industries. Connor holds a B.S. in Business Administration with a focus in accounting from the Peter T. Paul College of Business and Economics at the University of New Hampshire.

Connor will advise the Applicant on matters pertaining to operations, regulatory compliance, retail processes, and products.

**Alice Evans, Cannabis Business Operations Advisor**
Alice is a consultant for Nucleus One, a specialty Consulting firm serving businesses in the cannabis industry. Alice has worked with numerous cannabis businesses to obtain licensing, build development plans, create financial models, develop Standard Operating Procedures, and serve as project liaison through commencement of business operations and in an ongoing capacity. Alice understands the complexity of the regulations within the medical and recreational marijuana industries, and works with clients to ensure operational compliance and organizational efficiency from the top down.

Prior to joining Nucleus One, Alice worked for an international nonprofit organization where she was director of programs, managing a team of 20 international and domestic staff and responsible for a team of 600+ volunteers and field contractors, supporting 1,200 international students (minors) on educational visa programs in the U.S. In this role, Alice was responsible for maintaining program compliance with the U.S. Department of State and Department of Homeland Security as well as international consulate offices and gained valuable experience managing people and process operations to maintain compliance in a regulatory-intensive field.
Job Descriptions, Roles and Duties

Directors
The nonprofit board comprises four directors and will serve to oversee and direct operations at the Compassion Center. The directors will be responsible for the following:

- Providing direction for the business
- Creating, communicating and ensuring implementation of the applicant's vision and mission
- Developing the overall applicant’s strategy
- Evaluating the success of the compassion center
- Developing and Monitoring financial control systems designed to preserve company assets and report
- Assist in formulating the company's future direction and supporting tactical initiatives
- Monitor and direct the implementation of strategic business plans
- Make final decisions on resource allocation and capital spending

Compliance Officer
The Compliance Officer will be a director of the board as well as compliance officer, and be responsible for the following:

- Creating company compliance plans and procedures manual in line with state requirements and the Company’s policies and procedures
- Creating, maintaining and distributing compliance documents
- Training staff in compliance procedures and standard operating procedures in conjunction with Managers
- Ensuring staff training is up to date and maintaining staff training records
- Maintaining required occupational documents and personnel records
- Creating and maintaining compliance logs and records
- Ensuring facility compliance with all local, state, and federal regulations
- Maintaining records of all facility licenses, assisting owners with licensing renewals
- Coordinating with Security Director to ensure all security requirements are met and maintained

General Manager
The General Manager is an employee of the applicant and is responsible for overseeing day to day operations.

- Oversees the compassion center operations
- Reports to Nonprofit Board of Directors though the entity providing management services for the Compassion Center
- Oversees the human resources department with direct influence on growing the staff and maintaining human resources
• Coordinates the development and implementation of the staff on-boarding process to ensure the company mission, values and culture are conveyed with each new hire
• Responsible for community outreach through support of non-profit enterprises
• Creates, communicates and implements the organization’s vision, mission, and overall direction leading the development and implementation of the overall organization’s strategy
• Responsible for setting and changing prices and creating promotions, sales and specials
• Responsible for signing checks and documents on behalf of the company

Security Director
The Security Director is responsible for keeping the Compassion Center employees, patients, and visitors safe and secure. The Security Director’s oversight spans the following responsibilities:

• Security personnel hiring, training, and management
• Managing Security equipment and vendors
• Ensuring accountability and compliance
• Reviewing and maintaining security and safety procedures
• Overseeing security systems and equipment as well as maintenance and regular checks
• Acting as the liaison with local law enforcement
• Ensuring security of records and recordkeeping systems and hardware
• Security and safety training for compassion center
i. **Articles of Incorporation**

Please find the nonprofit Articles of Incorporation filed with RI Secretary of State in accordance with R.I. Gen. Laws Chapter 7-6 for Rhode Island Care Concepts, Inc on the following page.
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 Rhode Island Care Concepts, Inc.

ARTICLE II
The period of its duration is X Perpetual

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

PROVIDING KNOWLEDGEABLE EXPERTISE AND SAFE ACCESS TO LEGAL MEDICAL MARIJUANA TO RHODE ISLAND PATIENTS LIVING WITH DEBILITATING MEDICAL CONDITIONS AS WELL AS ANY OTHER LAWFUL ACTIVITIES PURSUANT TO RIGL 7-6-4.

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:

1. NO DIRECTOR OR OFFICER SHALL HAVE ANY PERSONAL LIABILITY TO THE CORPORATION OR ITS MEMBERS, IF ANY, FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR OR OFFICER NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; HOWEVER, DIRECTORS AND OFFICERS SHALL HAVE LIABILITY AS DIRECTORS OR OFFICERS, RESPECTIVELY, A) FOR ANY BREACH OF SUCH DIRECTOR’S OR OFFICER’S DUTY OF LOYALTY TO THE CORPORATION OR ITS MEMBERS, B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, OR C) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR OR OFFICER DERIVED AN IMPROPER PERSONAL BENEFIT. 2. OTHER LAWFUL PROVISIONS ARE SET FORTH IN THE BYLAWS OF THE CORPORATION. 3. IF THERE IS ANY CONFLICT BETWEEN THE PROVISIONS OF THESE ARTICLES OF ORGANIZATION AND THE BYLAWS OF THE CORPORATION, THE PROVISIONS OF THESE ARTICLES SHALL GOVERN.

ARTICLE V
The street address (post office boxes are not acceptable) of the initial registered office of the corporation is:
No. and Street: ONE PARK ROW 5TH FLOOR
City or Town: PROVIDENCE
State: RI  Zip: 02903
The name of its initial registered agent at such address is JEFFREY PADWA, ESQ.

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECTOR</td>
<td>DAVID JOHNSTON</td>
<td></td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>SHANE COOPER</td>
<td></td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>ANDY COTTON</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE VII
The name and address of the incorporator is:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>INCORPORATOR</td>
<td>JEFFREY PADWA ESQ.</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE VIII
Date when corporate existence is to begin 03/04/2020
(not prior to, nor more than 30 days after, the filing of these Articles of Incorporation)

Signed this 4 Day of March, 2020 at 3:37:01 PM by the incorporator(s). This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual’s act and deed or the act and deed of the corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-6.

Enter signature(s) below.
JEFFREY PADWA, ESQ.
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:

March 04, 2020 03:36 PM

Nellie M. Gorbea
Secretary of State
ii. **Corporate Bylaws**
Please find the Corporate Bylaws for Rhode Island Care Concepts, Inc. on the following page.
FIRST AMENDED BYLAWS OF
RHODE ISLAND CARE CONCEPTS, INC.
A RHODE ISLAND NON-PROFIT CORPORATION

Adoption Date: 11/1/20 by Vote of the Board of Directors
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1.1. Name

1.1.1. The name of the Corporation shall be as set forth in the Articles of Organization.

1.2. Seal

1.2.1. The Board may adopt and alter, from time to time, the seal of the Corporation.

1.3. Principal Office

1.3.1. The principal office of the Corporation shall be located in the State of Rhode Island at a place to be determined by the Board.

1.3.2. The principal office may be changed by the Board from time to time.

1.3.3. The Corporation may conduct business from additional offices as determined by the Board.

1.4. Registered Agent

1.4.1. The Board may, from time to time, appoint a registered agent.

1.4.2. In the absence of an appointed registered agent, the Clerk shall fulfill all functions of a registered agent.
1.5. Mission

1.5.1. The Corporation is organized for non-profit purposes including, but not limited to, providing safe access to legal medical marijuana and services to Rhode Island patients living with debilitating medical conditions.

1.5.2. As permitted by law, the Corporation may engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a Corporation formed under R.I.G.L. Section 7-6-1 et seq.

1.5.3. Any revenue from the Corporation shall be used solely in furtherance of its nonprofit purpose.

Article 2. Definition of Roles

2.1 Directors

2.1.1 The Corporation shall have a board of directors (collectively the "Board" or the "Directors", and each individually a "Board Member" or a "Director").

2.2 Members

2.2.1 The corporation shall have the members listed on Schedule A, attached hereto.

2.2.2 Any action or vote required or permitted by law to be taken by members of the Corporation shall be taken by action or vote of the Board.

2.2.3 Members shall serve until they resign.

2.2.4 Members shall not be entitled to vote on Board decisions, or any other matter.

2.2.5 Members shall be eligible to receive compensation as determined by the Board.

2.2.6 Members may transfer their membership interest only by supermajority approval of the Board.

2.3 Officers

2.3.1 The Officers of the Corporation shall be President, Treasurer and Clerk of the Board of Directors and other such officers as may be determined by the Board (collectively the "Officers" and each individually an "Officer").

2.3.2 Officers shall be appointed by the Board.
2.4 Advisors

2.4.1 The Corporation may have advisors to the Board and to the Officers (collectively the “Advisors”, and each individually an “Advisor”) for the provision of independent, non-binding advice and guidance to assist the Corporation, the Board and the Officers in better fulfilling the Corporation’s purpose and mission.

2.4.2 Advisors shall be appointed by the Board.

2.5 Board Observers

2.5.1 The Board may have certain individuals attend board meetings in an observatory role for a defined period of time (“Board Observers”).

2.5.2 Board Observers shall be appointed by the Board.

2.5.3 Board Observers shall have no Board Votes.

Article 3. Board of Directors

3.1 Number of Directors

3.1.1. The Board shall comprise no fewer than three (3) and no greater than seven (7) Directors.

3.2 Election of Directors

3.2.1. Each Director shall be elected by the current Directors at the Annual Board Meeting.

3.3 Term of Directors

3.3.1. The Board shall determine the length of terms to be served by Directors.

3.4 Powers of the Board of Directors

3.4.1. The Board shall have, and may exercise, all the powers, rights and privileges of the Corporation as permitted by law.

3.4.2. The Board shall have general power to control and manage the business, affairs and property of the Corporation. Such powers, or a subset thereof, may be delegated as determined by the Board.

3.5 Board Voting

3.5.1. Each Director shall be entitled to one (1) vote in Board decisions (a “Board Vote” or in the plural, “Board Votes”).
3.5.2. The vote of a majority of Directors at a Board Meeting at which there is a quorum shall be the act or decision of the Board, unless otherwise provided by law or unless these Bylaws require a decision by a supermajority of Board Votes.

3.5.2.1. A majority shall be greater than fifty percent (50%)

3.5.2.1 In the event the Directors, upon considering any decision requiring majority approval cannot reach the requisite majority with respect to such matter, they shall use good faith efforts to resolve or compromise the dispute. If notwithstanding the Directors good faith efforts, they cannot reach majority vote, then the majority determination with respect to such matter shall be calculated based on the membership interests of each Director as reflected in Schedule A.

3.5.2.2. A supermajority shall be greater than sixty-six percent (66%)

3.5.3. Any action required or permitted to be taken at any Board Meeting may be taken without a meeting if all the Directors consent to the action in writing and such written consents are filed with the records of the meetings of the Directors. The Clerk shall ensure such written consents are filed appropriately. Such consents shall be treated for all purposes as a vote at a meeting of the Board.

3.5.4. Board voting by proxy shall be permitted.

3.6. Quorum

3.6.1. In order for any meeting of the Board (a “Board Meeting”, including any or all Annual Board Meetings and Special Board Meetings) to be valid and in effect, a quorum consisting of all Directors must be represented in person, by phone, by video conference or by similar medium which has live and real-time voice communication among all attendees (“Present” as it relates to persons, or “Represented” as it relates to Board Votes)

3.7 Board Meeting Agenda

3.7.1. The President shall fix the agenda (a “Board Agenda”), including but not limited to discussion topics and items put to a vote, of each Board Meeting.

3.7.1.1. Discussion topics may be modified by a majority of Board Votes, either in advance or during a Board Meeting.

3.7.1.2. No item may be put to a vote unless it was specifically disclosed in the Board Agenda or if a supermajority of Board Votes approves the vote be taken at such Board Meeting.

3.8 Minutes
3.8.1 Minutes of all Board Meetings shall be taken, or caused to be taken, by the Clerk. Such minutes shall include, but not be limited to:

3.8.1.1. Date of the meeting;

3.8.1.2. Attendees who are Present at the meeting, including the medium through which such Directors are deemed Present (either in person, by phone, by video conference or by similar medium which must be specified);

3.8.1.3. Board Agenda, including any modifications in advance and during the Board Meeting;

3.8.1.4. Material topics of discussion at the meeting, including a paraphrasing of relevant content discussed; and

3.8.1.5. Votes, decisions, actions or other matters resolved by the Board.

3.9 Board Materials

3.9.1 Presentations and discussion materials, which shall be in PDF format only, to be presented to the Board for review or discussion at each Board Meeting (“Board Materials”) shall be retained, or caused to be retained, by the Clerk.

3.10 Board Committees

3.10.1 The Board, by majority vote, may create such standing and special committees as it determines to be in the best interest of the Corporation.

3.10.2 The Board may delegate to any such committee any or all of their powers, provided that any committee to which the powers of the Directors are delegated shall consist solely of Directors.

3.10.3 The Board shall determine the duties, powers and composition of any such committee, except that the Board shall not delegate to such committees those powers which may not be delegated by law.

3.10.4 Any committee may be terminated, for any reason or no reason at all, at any time by the Board.

3.10.5 Any Committee shall remain active at the pleasure of the Board.

3.10.6. Any Director serving on any committee shall remain in such office at the pleasure of the Board.

3.11. Annual Board Meetings
3.11.1. Frequency. The Board shall conduct annual meetings ("Annual Board Meetings", or in the singular, an "Annual Board Meeting") one (1) time per year.

3.11.2. Access. Annual Board Meetings may only be attended by Directors and Board Observers.

3.11.3. Advance Notice. The President shall notify Directors, or cause Directors to be notified, of the time, place and Board Agenda of an Annual Board Meeting no less than thirty (30) days in advance, provided that if all Directors agree to a modification, any of the time, place or agenda may be modified with less than thirty (30) days notice.

3.11.4. Advance Distribution. The President shall distribute copies, or cause copies to be distributed, by email and in PDF format only, of all Board Materials no later than one (1) week in advance of each Annual Board Meeting.

3.12. Special Board Meetings

3.12.1. Frequency. From time to time, as may be required or appropriate, the Board may call meetings outside the ordinary course of business ("Special Board Meetings").

3.12.1.1. Special Board Meetings may be called by the President, Treasurer, CEO or a majority of Board Votes.

3.12.2. Access. Special Board Meetings may only be attended by Directors and Board Observers.

3.12.3. Advance Notice. The President shall notify Directors, or cause Directors to be notified, of the time, place and Board Agenda of such Special Board Meetings no less than two (2) days in advance, provided that if all Directors agree to a modification, any of the time, place or agenda may be modified with less than two (2) days notice.

3.12.4. Advance Distribution. The President shall distribute copies, or cause copies to be distributed, by email and in PDF format only, of all Board Materials no later than two (2) days in advance of each Special Board Meeting. Notwithstanding the foregoing, if all Directors agree, Board Materials may be distributed with less than two (2) days notice.

3.13. Director Attendance

3.13.1. There shall be no attendance requirement for Directors.

3.14 Directors' Insurance

3.14.1 The Corporation may purchase Directors' Insurance with coverage and provisions consistent with good business practice for Corporations or other entities of similar size or function, as determined by the Board.

Article 4. Officers
4.1 Director

4.1.1 The duties, rights, roles and responsibilities of all Directors shall include, but not be limited to:

4.1.1.1. At any reasonable time, inspect all books, records, and documents of every kind of the Corporation, inspect the physical properties of the Corporation, and have such other rights to inspect the books, records, and properties of this Corporation as may be required under the Articles of Organization, other provisions of these Bylaws and provisions of law.

4.1.1.2. Register a primary email address with the Clerk and acknowledge that all notices of meetings sent to them via email at such email address shall be valid notices thereof.

4.2 President

4.2.1 The Board shall elect a Director from its ranks to serve as President for a period of one (1) year. The election of a President shall be determined by the Director receiving the most Board Votes, provided such Director desires and agrees to serve in such capacity. The duties, rights, roles and responsibilities of the President shall include, but not be limited to:

4.2.1.1. Preside at all Board Meetings except as the Directors shall otherwise determine;

4.2.1.2. Fix and provide notice of the time and location of Board Meetings;

4.2.1.3. Fix and distribute the Board Agenda of Board Meetings; and

4.2.1.4. Other duties as prescribed by the Board from time to time

4.3 Treasurer

4.3.1 The Board shall elect a Director from its ranks to serve as Treasurer for a period of one (1) year. The election of a Treasurer shall be determined by the Director receiving the most Board Votes, provided such Director desires and agrees to serve in such capacity. The duties, rights, roles and responsibilities of the Treasurer shall include, but not be limited to:

4.3.1.1. Oversee financial activities of the Corporation including budgeting, reporting, audit, receipt of funds, payment of funds, record keeping and other related financial matters;

4.3.1.2. Preside at Board Meetings in the absence of the President; and
4.3.1.3. Other duties as prescribed by the Board from time to time

4.4  Clerk

4.4.1. The Board shall elect a Director to serve as Clerk for a period of one (1) year. The election of a Clerk shall be determined by the Director receiving the most Board Votes, provided such Director desires and agrees to serve in such capacity. The duties, rights, roles and responsibilities of the Clerk shall include, but not be limited to:

4.4.1.1. Ensuring that minutes of all meetings of the Board are taken;

4.4.1.2. Ensuring that minutes of all meetings of the Board are approved by all Directors who were Present at the Board Meeting;

4.4.1.4. Act as custodian of records, ensuring the Corporation’s records are consistently and appropriately maintained

4.4.1.5. File appropriate documents with the State of Rhode Island; and

4.4.1.6. Other duties as prescribed by the Board from time to time

Article 5. Resignation, Removal and Vacancies

5.1. Resignation

5.1.1. Any Director, Officer or Advisor may resign at any time by delivering his or her resignation in writing to any Director. Such resignation shall be effective upon receipt unless specified to be effective at a later time; however the Board may choose to make the effectiveness of such resignation immediate.

5.2. Removal

5.2.1. Any Director may be removed with cause at any time by a majority of Board Votes. Directors may not be removed without cause.

5.2.2. Any Officer, Advisor or Board Observer may be removed with or without cause at any time by the Board.

5.3. Vacancies

5.3.1. Vacancies in any office may be filled by a Board vote.

5.3.2. A Director shall not be precluded from filling a vacancy and serving the Corporation in any other capacity.
Article 6. Financial Management

6.1. Fiscal Year

6.1.1. The fiscal year of the Corporation shall end on the last day of the month of June, unless otherwise determined by the Board.

6.2. Books and Records

6.2.1. The Corporation’s books and records shall be maintained in accordance with applicable laws and regulations.

6.3. Compensation

6.3.1. Directors may be compensated for their services as Directors.

6.3.2. Directors shall not be precluded from serving the Corporation in any other capacity and receiving reasonable compensation for any such services.

6.3.3. Members, Board Observers and Advisors may be entitled to compensation from the Corporation in their capacity as Members, Board Observers or Advisors as determined by the Board in its sole discretion.

6.4. Reimbursement of Expenses

6.4.1. The Corporation shall provide cash reimbursement to Directors for expenses incurred either in the fulfillment of their duties or on behalf of the Corporation, in each case provided they submit credible proof of purchase and receive approval from the Treasurer or CFO.

Article 7. Other Provisions

7.1. Conflicts of Interest

7.1.1. Directors with a financial or personal interest (an “Interested Party”) in any matter coming before the Board shall:

7.1.1.1. Fully disclose the material facts of the Director’s interest and/or relationship, and the nature of the interest;

7.1.1.2. Withdraw from discussion, lobbying and voting on the matter.
7.1.2. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested Directors determine that it is in the best interest of the Corporation to do so.

7.1.2.1 In case the Corporation enters into a contract or transacts business with any firm, corporation or association of which one or more of its directors is a member, stockholder, trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such director or directors have or may have interests therein that are or might be adverse to the interests of the corporation as long as the contract or transaction is fair and reasonable to the Corporation.

No director or directors having disclosed such adverse interest shall be liable to the Corporation or to any creditor of the Corporation or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such director or directors be accountable for any gains or profits to be realized thereon.

7.1.2.2 Notwithstanding the foregoing, nothing in this section shall require a director who is a member, stockholder, trustee, director, officer or employee of an affiliate of the corporation to disclose his or her relationship with such affiliate in connection with a discussion of, or vote on, any matter dealing with such affiliate and such relationship ("Affiliate Transaction") shall not be deemed a conflict of interest for any purpose, unless otherwise expressly determined by an affirmative vote of a majority of all the directors then in office. In connection with an Affiliate Transaction, the Affiliate Transaction shall be determined by the Board to be fair and reasonable to the Corporation and the Affiliate. For purposes of this section, an affiliate shall include Compassion Management LLC.

7.1.3. Minutes of Board Meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval, including confirmation that the decision taken, if any, shall ensure that funds are used solely in furtherance of the non-profit mission.

7.1.4. It shall be within the Board’s discretion to address, or otherwise seek an appropriate remedy, to any conflict of interest.

7.2. **Nondiscrimination Policy**

7.2.1. The Corporation shall not discriminate on the basis of race, color, religion, gender, sexual orientation, national origin or disability.

7.2.2. Persons of all races, colors, religions, genders, sexual orientations, national origins and disabilities shall be entitled to all the rights and privileges generally made available by the Corporation through the activities and programs that it conducts.

7.3. **Execution of Papers**
7.3.1. Except as provided by law or as the Board may otherwise authorize, generally or in particular cases, all deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other documents or instruments to be executed on behalf of the Corporation must be signed by the President or Treasurer.

7.4. **Construction**

7.4.1. If there is any conflict between these Bylaws and the Articles of Organization, the Articles of Organization shall govern.

7.5. **Compliance with Law**

7.5.1. The Corporation intends to comply with all applicable laws and regulations governing its activities. No agent of the Corporation is authorized to violate any applicable law or regulation on behalf of the Corporation.

7.6. **Gender, Singular and Plural**

7.6.1. Wherever appropriate, any reference herein to the singular shall include the plural, any reference to the masculine shall include the feminine, and any reference to “it” shall include “his” or “her” or vice versa, as the case may be.

7.7. **Severability**

7.7.1. If any provision, provisions or portions of these Bylaws shall be held to be invalid, illegal, or unenforceable for any reason whatsoever:

7.7.1.1. The validity, legality, and enforceability of the remaining provisions of these Bylaws (including, without limitation, each portion of any paragraph or clause containing any such provision held to be invalid, illegal, or unenforceable, that is not itself held to be invalid, illegal, or unenforceable) shall not in any way be affected or impaired; and

7.7.1.2. To the fullest extent possible, the provisions of these Bylaws (including, without limitation, each such portion of any paragraph or clause containing any such provision held to be invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal, or unenforceable.

7.8. **Dissolution**

7.8.1. In the event of dissolution of the Corporation, the Board shall make appropriate provisions for the payment of all debts and liabilities of the Corporation; and dispose of remaining assets of the Corporation as the Board views to be in the best interest of the Corporation, consistent with applicable law, and in accordance with Section 7.8.2.
7.8.2 The assets of the Corporation in the process of dissolution shall be applied and distributed in accordance with the following priorities:

(1) All liabilities and obligations of the Corporation shall be paid and discharged, or adequate provision shall be made for their payment and discharge;

(2) Assets held by the corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with the requirements;

(3) Assets received and held by the corporation subject to limitations permitting their use only for charitable, religious, eleemosynary, benevolent, educational, or similar purposes, but not held upon a condition requiring return, transfer, or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, societies, or organizations engaged in activities substantially similar to those of the Corporation;

(4) Any other assets shall be distributed to the members in accordance with the membership percentages listed on Schedule A;

(5) Any remaining assets may be distributed to any persons, societies, organizations, or domestic or foreign corporations, whether for profit or nonprofit.

7.9. Indemnification

7.9.1. The Corporation shall indemnify and hold harmless any person who was or is a party defendant, or is threatened to be made a party defendant, to a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a Director or capital contributor to the Corporation, employee or agent of the Corporation, or is or was serving at the request of, or acting on behalf of, the Corporation, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Board determines that he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Corporation, and with respect to any criminal action proceeding, and has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of “no contest” or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.

Article 8. Amendments
8.1 Amendments

8.1.1 The Articles of Organization may be amended or repealed, in whole or in part, by a supermajority vote of the Board.

8.1.2 These Bylaws may be amended or repealed, in whole or in part, by a supermajority vote of the Board.

We do hereby certify that the above stated First Amended Bylaws of Rhode Island Care Concepts, Inc. were approved by the Board of Directors on November 1, 2020 and constitute a complete copy of the Bylaws of the Corporation.

David Johnston, President

Andy Cotton, Secretary
# Schedule A
TO BYLAWS OF
RHODE ISLAND CARE CONCEPTS, INC.

<table>
<thead>
<tr>
<th>Name</th>
<th>Membership Percentage</th>
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<tbody>
<tr>
<td>David Johnston</td>
<td></td>
</tr>
<tr>
<td>Shane Cooper</td>
<td></td>
</tr>
<tr>
<td>Andy Cotton</td>
<td></td>
</tr>
<tr>
<td>Jeffrey Padwa</td>
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</table>
Rhode Island Care Concepts, Inc.
Written Consent of the Board of Rhode Island Care Concepts, Inc.

The undersigned directors of Rhode Island Care Concepts, Inc., a Rhode Island nonprofit corporation ("Corporation"), on November 1, 2020, by consent in writing pursuant to the authority contained the Rhode Island Nonprofit Corporation Act ("Act"); the Articles of Incorporation of the Company, ("Articles"), and the Bylaws of the Company ("Bylaws"), hereby affirms, approves and consents to the following:

Item 1 - Approve and Adopt First Amended Bylaws

APPROVED – by majority vote

1. The First Amended Bylaws attached hereto as Exhibit A are approved and adopted as the Bylaws of the Corporation.

Item 2 - Election of Directors

APPROVED – by majority vote

1. The following individuals are elected as directors of the corporation:

   Director:  Andy Cotton
   Director:  Shane Cooper
   Director:  David Johnston
   Director:  Jeffrey Padwa

Item 3 - Election of Officers

APPROVED – by majority vote

1. The following officers are elected to the offices designated next to their names:

   President:  David Johnston
   Secretary:  Andy Cotton
   Treasurer:  Shane Cooper
   Compliance Officer:  Jeffrey Padwa

   The elected officers accepted their respective offices

Item 4 - Appointment of Members

APPROVED – by majority vote

1. The following individuals are appointed as members of the corporation with the percentage of membership interest as indicated:

   Member:  [Redacted]
Item 5 – Monthly Meeting of Directors

APPROVED – by majority vote

1. Following the adoption of the First Amended Bylaws, it was decided by unanimous vote that the Directors shall meet on a monthly basis to exercise their general power to control and manage the business, affairs and property of the Corporation.

Item 6 – Compensation of Directors

APPROVED – by majority vote

This Consent is executed pursuant to the provisions of the Act as well as the Company’s Articles of Incorporation and Bylaws. This Consent shall be treated for all purposes as votes taken at a meeting.

David Johnston, President

Andy Cotten, Secretary
iii. **Certificate of Good Standing**
Please find the Certificate of Good Standing from the RI SOS for Rhode Island Care Concepts, Inc. on the following page.
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:

Rhode Island Care Concepts, Inc.

is a Rhode Island Non-Profit Corporation organized on March 04, 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 04, 2020

Secretary of State

Verify this Certificate at: http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx
Processed by: dantonelli
iv. **Documentation evidencing tax exempt organization**
Not Applicable.
v. Board Member & Advisory Committee Member Resumes
David Johnston is a 2nd generation Rhode Island attorney. Beginning in 2011 Mr. Johnston has practiced in Rhode Island and Massachusetts primarily focusing on complex real estate transactions, financing and development. Mr. Johnston is a graduate of the College of Charleston, in Charleston, S.C. and Suffolk University Law School in Boston, MA.

Mr. Johnston has extensive experience working within the regulatory-intensive fields of consumer and commercial finance agreements, and land development and zoning regulations. Additionally, Mr. Johnston bring small-business ownership and management expertise to Rhode Island Care Concepts, Inc.

**Education:**

Undergraduate: The College of Charleston  
Charleston, SC  
Bachelor of Science – Anthropology

Graduate: Suffolk University Law School  
Boston, MA  
Juris Doctorate of Law

**Occupation History:**

**Attorney • Law Office of David L. Johnston, Esq.**  
2011 - Present  
- Practice focusing on land development, permitting, financing as well as commercial and residential real estate transactions.

**Manager • Brushneck Cove Investments, LLC**  
2010 – Present  
- Residential real estate projects including single family new construction as well as existing single and multi-family home renovations. Also focuses on raw land permitting and subdivisions throughout Rhode Island.

**Paralegal • Law Office of John E. Shekarchi, Esq.**  
2008 – 2011  
- Paralegal for real estate firm focusing on residential and commercial transactional work. Also included land use projects as well as commercial foreclosure work.

**Closing Coordinator • Amerititle, LLC**  
2006 – 2008
- National closing coordinator for residential real estate transactions. Managed refinance and purchase closings in partnership with Fidelity National Title Solutions issuing title policies nationwide.

**Non-Profit / Volunteer Affiliations:**

Community Boating Center - Providence, R.I.

**Professional Affiliations:**

- Rhode Island Bar Association - RI Bar No. 8578
- Massachusetts Bar Association - MA Bar No. 681629
- American Bar Association
- R.I. Panel of Title Standards
- Connecticut Attorney’s Title Insurance Company
Andrew Cotton has found success managing people as well as complex investment projects. Mr. Cotton has over 15 years of experience in business management, commercial financing, development oversight, and investment management. Most recently, he serves as one of the founding partners of Cannon Construction, Blackstone Group Leasing and Management, and RI Property Wire. All of which are growing businesses in the real estate business in Rhode Island. As founding partner, he is responsible for sourcing and analyzing new business opportunities, creating financial models, and managing staff accordingly. Mr. Cotton also serves as an alternate on the zoning board in the city of East Providence where he lives.

**Education:**

Undergraduate: Providence College
Providence, RI
Bachelor of Science – Business Management

**Occupation History:**

**Co-Founder • RI Property Wire Investments** 2013 – Present
- Proprietary real estate investment and development company located in Rhode Island and southern Mass.

**Partner / Co-Founder • Blackstone Group** 2016 – Present
- Expert leasing and property management for investors by investors. We specialize in Rhode Island and Southern Mass.

**Principal • Cannon Construction Group** 2015 – Present
- Cannon Construction Group is a full-service General Contracting & Construction Management Firm that I serve as a founding principal. We specialize in all aspects of commercial and residential work with attention to professionalism, budgets, process transparency, and quality results.

**Partner / Co-Founder • Lux & Eco** 2010 - Present
- Lux & Eco satisfies the needs of those who desire a clean, modern and elegant aesthetic to the products they buy, but who also want to participate in the preservation of the planet’s precious resources. The platform provides green lifestyle enthusiasts with an exclusive venue, offering ready access to the highest quality goods and services, as well as steady access to a luxury eco-conscious lifestyle. By consolidating an unprecedented number of environmentally responsible brands into one e-commerce website, members can save significant time and energy spent on shopping to satisfy their every desire to remain true
to their ethical standards. To complement Lux & Eco’s efforts to generate profitable business growth in luxury green living, the Company will donate 5% of all sales to a charity of the consumer’s choice that reflects their values.

President / Founder • Seaborn Capital • 2009 - Present
- Seaborn Capital is a proprietary investments firm specializing in the management of internal capital, achieving the most appealing collateralized return possible in volatile markets. Our strategy includes public and private equity, fixed income, and derivative trading, private investments, venture capital funding, real estate development and management restructuring, and debt acquisition.

Derivative Risk Modeling Specialist • Goldman Sachs • 2005 – 2010
- Helped design the risk models to that Goldman used to navigate the credit derivative crisis
Shane Cooper is a talented entrepreneur with a solid understanding of management and organizational techniques and a proven ability to execute project development with key strengths in technical solutions, sales and marketing, vendor management, client relations, and organizational structure.

**Education:**

Undergraduate: Roger Williams University  
Bristol, Rhode Island  
Bachelor of Science - Criminal Justice and Political Science

New England Institute of Technology  
Warwick, Rhode Island  
Associate – Information Technology/Networking

**Occupation History:**

**Partner • Blackstone Group, LLC**  
2016 - Present  
- Property Management  
- Leasing  
- Business Development  
- Operations

**Partner • Cannon Construction Group, LLC**  
2015 - Present  
- Operations  
- Business Development  
- Commercial Construction

**Partner • RI Property Wire, LLC**  
2013 - Present  
- Real estate analysis and Investments  
- Management of Renovations and Improvements  
- Raising Capital  
- Staff Management  
- Legal and Financial Coordination  
- Sales
Patner / Project Manager • Sterling Restorations, LLC 2012 - Present

- Real estate acquisitions, renovations, and sales.

Project Manager / Producer • MetLife 2005 - 2012

- Responsible for project timeline, design, budgeting, vendor requisition, implementation, client communications, and quality for high level internal projects.
- Director of Technical Activations at MetLife Stadium
  - Coordinate the production of digital assets between contractors and MetLife stadium production engineers.
  - Review design specifications and test content.
  - Supervise on site program operations.

Building Manager / Project Manager • Bradford St. Apartments 2004- 2009

- Manage Occupancy: market vacant apartments, interview prospective tenants, review applications, and negotiate lease contracts.
- Building Maintenance: perform small do-it yourself projects, determine if outsourcing is required, research prospective vendors for price and qualifications, examine quotes and negotiate contracts, manage project budgets, establish project benchmarks, ensure schedules are adhered to.
- Financial Management: develop and maintain operating budgets, manage cash flow.

Certifications:

- RI Real Estate Sales Person License
- RI Contractors Registration
Jeffrey Padwa has practiced in the field of cannabis law since 2017, and is intimately familiar with medical marijuana laws, regulations and guidelines and the compliance requirements of licensees. He has represented numerous medical marijuana cultivators in Rhode Island and marijuana establishments in Massachusetts related to licensing; represented multi-state operators in connection with change of ownership and control transactions involving licenses in Rhode Island and Massachusetts; and worked closely with the Rhode Island Department of Business Regulation, Office of Cannabis Regulation in connection with representing cultivator applicants responding to Show Cause Orders issued by the Office of Cannabis Regulation.

Over the past four years, Mr. Padwa has attended and participated in numerous cannabis industry conferences, including legal conferences as well as online programs, which have included education and training on federal and state laws, including medical marijuana and adult use laws, compliance and other relevant issues. He has provided compliance advice to multiple clients in the cannabis industry, and has developed a cannabis compliance programs for marijuana license holders, including templates for documenting compliance policies, plans and incident reports.

**Education:**

Certification: Harvard University  
Boston, MA  
Cyber Security Risk Management

Undergraduate: Emory University  
Atlanta, GA  
Bachelor of Arts – Economics, Sociology

Graduate: Suffolk University Law School  
Boston, MA  
Juris Doctorate of Law

**Occupation History:**

**Founding Partner • Padwa Law LLC**  
2016 - Present

- Guiding clients in Rhode Island and Massachusetts through state and local government by using the power of personal relationships and messaging.
- Deep understanding of cannabis and hemp licensing and compliance.
Chief of Staff / General Counsel • Office of RI General Treasurer S. Magaziner 2015 - 2016

- Directed strategic planning, legislative initiatives and operations as Chief of Staff to the Rhode Island Treasurer, including oversight of the State's multi-billion dollar pension fund; issuance and refinancing of the State's municipal debt, and creation of the State's Infrastructure Bank.
- Advised on all legislative; procurement; and litigation matters.

City Solicitor • City of Providence 2011 - 2015

- Served as the chief legal counsel to the Mayor, City Council and all agencies, boards and commissions of the city.
- Oversaw all legal operations; negotiated the resolution of numerous significant lawsuits and agreements; initiated numerous strategies to address the vacant, abandoned and foreclosed housing crisis; and recovered millions of dollars lost due to fraud, misuse and waste.

Attorney / Advocate • Padwa Law LLC 2006 - 2011

- Dedicated my law practice to the safety, protection and well-being of seniors by providing Elder Justice, Elder Advocacy and Elder Planning services.
- Held nursing homes accountable for abuse and neglect.
- Taught families how to advocate for loved ones in nursing homes, and helped clients protect their assets.
- Started a Citizens Advocacy Group for the Elderly and testified on numerous safety regulations and laws intended to protect vulnerable seniors.

Non-Profit / Volunteer Affiliations:

Board Member • Western Golf Association - Evans Scholars Foundation 2020 - Present

- Appointed as Board member of the WGA Evans Scholars Foundation, which is a nonprofit organization that provides full tuition and housing college scholarships to golf caddies.
- Operated by the Western Golf Association, the Evans Scholars Foundation has helped more than 11,050 caddies graduate from college since its creation in 1930.

Professional Affiliations:

- Rhode Island Municipal Solicitors Association, President 2012 – 2015
- International Municipal Lawyers Association

Honors & Awards:

Extraordinary Leadership Award 2019

- Awarded by the Network of Jewish Human Service Agencies for exceptional work toward addressing human service needs in Rhode Island.

Maurice Glicksman Leadership Award 2017

- Awarded by the Jewish Seniors Agency of Rhode Island for outstanding leadership.

Comrades Ultramarathon Bronze Medalist 2013

- Ran South Africa's Comrades Ultramarathon (56 miles) in 10:14:58 from Durban to Pietermaritzburg.
- Fundraised on behalf of the Ronald McDonald House of Providence.
Wiedemann Wysocki Award 2003, 2005, 2010
- Awarded by the American Association for Justice for significant contributions to the Civil Justice System.
**Curriculum Vitae**

*Philip A. Salko, M.D.*

**Education**

<table>
<thead>
<tr>
<th>Fellowship</th>
<th>Primary Care Sports Medicine</th>
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<tbody>
<tr>
<td>8/2011 – 7/2012 With interventional pain management using ultrasound and fluoroscopy guided injections that include lumbar spine, concussion management, osteoporosis, and physician for division 1 teams as well as US Olympic teams. University of Utah at University Orthopedics, SLC, UT</td>
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<table>
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<th>Residency</th>
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<td>6/2008 - 6/2011 Brown University at Memorial Hospital, Pawtucket, RI</td>
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<table>
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<tr>
<th>Medical School</th>
<th>Doctor of Medicine</th>
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<tr>
<td>6/2004 - 5/2008 Member of Physician Shortage Area Program Clinical Honors in OBGyn and Family Medicine Sub internship Jefferson Medical College, Philadelphia, PA</td>
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<tr>
<th>Undergraduate</th>
<th>Bachelor of Arts</th>
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**Employment History**

<table>
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<tr>
<th>8/2017-Present</th>
<th>Doctor of Primary Care Sports Medicine and Interventional Pain Management. Assistant Professor at Brown Medical School. University Orthopedics, East Greenwich, RI</th>
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</thead>
<tbody>
<tr>
<td>9/2012-7/2017</td>
<td>Doctor and Chief of Primary Care Sports Medicine and Interventional Pain Management. Providing coverage for URI/Bryant athletics and multiple local high schools. South County Orthopedics/Ortho Rhode Island, Wakefield, RI</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>2002 and 2005</th>
<th>Medical Assistant. Phoenix Healthcare Group Carbondale, PA</th>
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<tbody>
<tr>
<td>2002 - 2004</td>
<td>Pre-Healing Arts Intern for Franklin &amp; Marshall College Lancaster, PA</td>
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</table>

2002 - 2004 Distler Student Union Executive and Spectacles Video Store Manager – Franklin & Marshall College, Lancaster, PA
**Sports Medicine Activities**

2019-Present  Head Team Physician.  Salve Regina University

2018-Present  Assistant Team Physician.  Brown University

2015-2017  Head Team Physician. Bryant University, Smithfield, RI

2013-2016  Physician coverage. Annual Save the Bay Swim. Jamestown, RI

2009-2012  Event Physician  
Dew tour X-Games (summer and winter) US Speedskating, US bobsled, US ski jumping team, Warwick Cyclo-cross, Cox Providence Marathon.

2008 - 2012  Team Coverage  
University of Utah football, men’s and women’s basketball Rugby, Lacrosse, Ice-Hockey.  Jordan High School football and wrestling. Providence College women’s ice hockey and women’s basketball.

2010  Committee member  
Curriculum Update of Sports Medicine and Orthopedics  
Brown Family Medicine Residency Program, Pawtucket, RI

**Research Experience**

2016  Painful Swelling of the Knee in a Young Soccer Player.  Poster presentation at AMSSM annual conference

2012  Bilateral LisFranc Disruptions.  Unfortunate Luck or Unfortunate Anatomy. Poster presentation at AMSSM annual conference.

2010-2011  Development of a Sports Medicine Track in the Brown Family Residency associated with Providence College, University of Rhode Island and Johnson and Whales University.  Pawtucket, RI

2003 - 2004  Development of an Assay to measure UV-induced DNA damage by Photolyase repair in the Freshwater zooplankton *Daphnia pulicaria*. Lancaster, RI

2004  Short-Term Impact of Vessel Traffic on the Hawaiian Humpback Whale (Megaptera novaeangliae).  Maui, HI

2003  Effects of Sublethal Ultraviolet Radiation on Respiration Rates of Freshwater Cladoceran.  Lacawac Sanctuary, PA

2003  Snail motility in Island Tidal Zones, Stradbroke Island Queensland, Australia
**Leadership Roles**

2019-present  Brown University Clinical Faculty Advisory Committee Member

2018-present  President. Rhode Island Academy of Family Physicians

2014-present  Member of Rhode Island Interscholastic League Sports Medicine Advisory Committee

2014-present  Board Member. Brown Family Medicine Alumni Association

2015-2018  Assistant Director, Brown Primary Care Sports Medicine Fellowship, Providence, RI

2015-2018  Secretary/Treasurer. Rhode Island Academy of Family Physicians

2011  Brown Family Residency Resident Teacher of the Year.

2009 - 2011  Sports Medicine Resident Liaison
Brown Family Medicine Residency Program, Pawtucket, RI

2008 - 2011  Clinical Operations Committee
Family Care Center at Memorial Hospital, Pawtucket, RI

2010  SubCommittee Member
Development of Computerized Papanicolaou test protocol
Brown Family Medicine Residency Program, Pawtucket, RI

2008-2010  Recruiting Chief
Brown Family Medicine Residency Program, Pawtucket, RI

2006  Applications of Clinical Medicine Student Liaison
Jefferson Medical College, Philadelphia, PA

2003-2004  President
Porter Scientific Society (member since 2001)
Franklin & Marshall College, Lancaster, PA

2003-2004  Vice-President
Alpha Epsilon Delta Premedical Honor Society
Franklin & Marshall College, Lancaster, PA

**Volunteer Experience**

2016  Dancing with the Doctors Annual Fundraiser. Lincoln, RI
2012-2016  Member of the Public Relations Committee for the AMSSM

2009-present  Doctoring  
Teaching history and physical exam skills to 1st and 2nd year medical students, Brown University, Providence, RI

2012-present  Rhode Island Medical Reserve Corps and Disaster Medical Assistant Team

2011  Innovations in Medical Education  
Committee designed to evaluate how medical school has prepared residents in different fields. University of Utah, SLC, UT

2008 - 2009  Rhode Island Free Clinic  
Providence, RI

2004 - 2008  JeffHope Free Clinic  
Philadelphia, PA

2004  JeffHope for Kids daycare program  
Philadelphia, PA

2001-2002  Preceptorship Program coordinator and member  
Lancaster general hospital and Franklin & Marshall College  
Lancaster, PA

Hobbies & Interests

Surfing, Farming, Golfing, Soccer, Rock climbing, Skiing, Soccer, Snowboarding, Traveling (functional-literate in Spanish)
Sean M Crowley, Advisory Committee Member

EDUCATION
BA Criminal Justice 2001
Norwich University
Northfield, Vermont

EXPERIENCE: 11/09-Present – Trooper, Rhode Island State Police
Assignments:
- **12/2018 – Present**: Training Academy Staff – Senior Academy Instructor for 2019 Training Academy Class; Patrol Tactics/Officer Safety Instructor; Report Writing Instructor; FTO Coordinator; Firearms Instructor
- **06/2014 – 12/2018**: Lincoln Woods Barracks – Patrol; Field Training Officer (2016)
- **04/2011 – 11/2011**: Wickford Barracks - Patrol
- **06/2010 – 04/2011**: Lincoln Woods Barracks - Patrol

Specialty Training:
- **12/2019** – NESPAC Drill Instructor School – New Braintree, MA
- **12/2018** – FLETC Active Shooter Threat Instructor Course - Providence, RI
- **06/2018** – Tactical Dynamics Advanced Patrol Tactics Course – Taunton, MA
- **03/2018** – Roger Williams Instructor Development Course – Portsmouth, RI
- **02/2017** – Law Enforcement Active Diffusion Strategies – Barrington, RI
- **02/2016** – Active Shooter Threat Instructor Course – Meriden, CT
- **04/2015** – FEMA WMD Emergency Response Training – Anniston, AL
- **11/2013** – NESPAC Advanced Entry Tactical School – New Braintree, MA
- **09/2013** – NESPAC Basic Tactical School – Narragansett, RI
- **09/2013** – NESPAC Emergency Response Diver Phase II – New Bedford, MA
- **05/2013** – Law Enforcement Officers Killed & Assaulted Workshop – Lincoln, RI
- **09/2012** – NESPAC Emergency Response Diver Phase I – Burlington, VT
- **06/2011** – RI EMA Land Navigation Course – East Greenwich, RI
- **05/2011** – Basic Search and Rescue Course – East Greenwich, RI

Additional Duties and Responsibilities:
- Tactical Team – Assistant Team Leader; Sniper
- Weapons of Mass Destruction Tactical Team
- Division Marine Unit
- Executive Security to the Governor (Auxiliary Member)
- Firearms Instructor
- Field Training Officer (class of 2013, 2016)

MILITARY EXPERIENCE: 12/01-08/06 – Captain, Infantry, United States Army
8/04-8/06 Scout Platoon Leader: Lead 43-person team in Tikrit, Iraq responsible for providing reconnaissance, sniper, and security support for 1,200-person infantry battalion during Operation IRAQI FREEDOM III. Responsible for employing and maintaining 3 Bradley Fighting Vehicles, 10 Combat Humvees, 3 Unmanned Aerial Vehicles, weapons and equipment worth $10
Planned and executed over 300 combat operations ranging from combat patrols, surveillance/counter-surveillance, observation posts, sniper missions, Unmanned Aerial Vehicle (UAV) observation missions, counter-mortar missions, counter-improvised explosive device operations, and Explosive Ordinance Disposal security operations resulting in the capture of 4 High Value Targets, security of the Main Supply Route, and denial of key terrain to the enemy.

Planned and executed improved sniper, urban operations, and reflexive fire training program that increased combat capability 25%.

Assisted in planning battalion route from Kuwait to Tikrit, Iraq and leading 100 combat and support vehicles over 500 miles across hostile terrain, resulting in 100% mission success.

Mentored team members to improve their performance, resulting in 14 promotions to positions of greater leadership and increased responsibility.

Rated by battalion commander as “Best” out of 25 platoon leaders in battalion.

**12/01-8/04 Rifle Platoon Leader:** Lead 34-person team in Iraq providing mechanized infantry support for 1,200-person mechanized infantry battalion during Operation IRAQI FREEDOM I. Responsible for employing and maintaining 4 Bradley Fighting Vehicles, weapons, and equipment worth $8 million.

Lead team during initial invasion of Iraq that provided infantry support during 23 days of sustained ground combat operations, contributing to capture of Saddam Hussein International Airport in Baghdad, Iraq.

Spearheaded team executing 60 combat patrols during Operation IRAQI FREEDOM, contributing to mission success.

Lead team executing successful peacekeeping operations.

Partnered with local Iraqi leaders to defuse public demonstrations and developed good working relationships, maintaining peace in assigned sector.

Planned and executed improved training program; resulted in selection by company commander over 2 platoons to execute “Most” difficult tasks during company evaluations.

Lead team recognized as battalion “TOP GUN” and “Best” of 44 Bradley Fighting Vehicle crews in battalion during gunnery exercise; awarded Army Commendation Medal.

Rated by battalion commander as “Best” out of 16 platoon leaders in battalion.

Attended and successfully completed 2 months Basic Officer Leadership Course, 3 months Infantry Officer Basic Course, 4 weeks Bradley Fighting Vehicle Mechanized Leaders Course, 3 weeks Airborne School, 2 months Ranger School.

**Awards/Decorations:** Bronze Star, Army Commendation Medal with “V” Device for Valor (Oak Leaf Cluster), Presidential Unit Citation, National Defense Service Medal, Iraq Campaign Medal, Global War on Terrorism Expeditionary Medal, Global War on Terrorism Service Medal, Combat Infantryman Badge, Ranger Tab, Parachutist Badge.

**Languages:** Spanish
EXECUTIVE SUMMARY

Three-time National Award-winning Senior Bio-Pharmaceutical professional with 22+ years of experience in sales, marketing and leadership positions. Expert in territory strategy, growing customer base and gaining product support from physicians and leadership to consistently exceed goals. Experienced in tactical planning for product launches, strong analytical, and problem-solving skills complement talents in relationship-building, training, and consultative sales.

CORE COMPETENCIES

Organizational Agility
Compliance and Policies
Business Acumen
Aspiration and Motivational Fit
Tri-Lingual

DISCIPLINES

- Oncology
- Virology
- Neurology
- Urology
- Pulmonary
- Cardiovascular
- Rheumatology

EDUCATION

Salve Regina University
Newport, RI
Master of Business Administration
Business Management
- GPA 3.65—Cum Laude

Southern Connecticut State University
New Haven, CT
Bachelor of Science in Sports Medicine

Quinnipiac University
Hamden, CT
Biology

BIO-PHARMACEUTICAL EXECUTIVE

Pharmacyclics an Abbvie Company | Sunnyvale, CA
Hematology Oncology Clinical Account Specialist - 2019—Present
Promoting Biotech Hematology rare disease brand Imbruvica®, a small molecule BTK Inhibitor indicated for Chronic Lymphocytic Leukemia, SLL, Mantle Cell Lymphoma, Waldenstrom’s Macroglobulinemia, Marginal Zone Lymphoma, and Chronic Graft-Versus Host Disease.

- Currently ranked #2 out of 54 Territories Nationally 113%
- Insight to Action IT Point for Northeast 2020
- Member of the 2020 Colleague Collaboration Initiative
- Developing and driving sales performance in a challenging territory (CT, MA, & RI) with health care providers that are both Institutional and Community based (Yale, Smilow, Starling, RCCA, St. Francis, Berkshire Medical, Lifespan and Baystate) Specialty Pharmacy Contracts
- Creating educational opportunities, delivering in-services to providers and pharmacists to aid with education for new patient starts and minimize discontinuation
- Proficient in Concur, VeevaCRM, IQ 20/20 Data, STAR and Workday Platforms

Bristol-Myers Squibb | Princeton, NJ
Senior Territory Business Manager—Hematology Oncology Specialist - 2011—2019
Promoted Opdivo®, Solid Tumors Empliciti®, Multiple Myeloma and Sprycel® Ph+CML to Oncology Specialists.

- Won Best Performers Award in Hawaii–Finished 2nd in Nation 147% of IC HIV Goal
- Selected to represent BMS in the 2018 Coast to Coast for Cancer Ride Across the USA
- Selected as the Non-Profit Secure the Future Preceptor- Spring 2014 in South Africa & Zimbabwe
- District Sales Trainer- January 2014-2016
- Consistently in top 20% of National HIV Virology sales force –Promoted to HCV Specialist
- Consultant in high risk behaviors including drug abuse to create sustainable outcomes
- Presented the District Integration Award at the National Virology Action Summit- Feb. 2013
- Developed high performance sales by acquiring 7 new accounts with no previous prescribing history
- Executed over 22 high-level Educational Speaker Programs within 1 year 2018

Senior Territory Business Manager—Virology Hepatitis C & HIV Specialist

- Launched HCV brand Daklinza® to Infectious Disease and Gastroenterology specialists in the Boston area, reaching 130% of goal (Dana Farber, BMC, Brigham and Women’s)
- Increased overall market share and volume promoting Atripla® and Reyataz®
- Managed matured products through a challenging sales cycle
- Strategically overcame opposition with the entrance of many new competitive agents to market
- Moved territory from the bottom of the nation on all measurable parameters to top 5% of Nation

Boehringer Ingelheim Pharmaceuticals, INC., | Ridgefield, CT
Executive HIV Specialist - 1998—2011
Promoted brands Viramune® and Aptivus® to Infectious Disease specialists.

- Two-time National President’s Club Award Winner: Aspen & Quebec
- Selected by leadership to partake in a 6 month HIV Marketing Preceptorship in corporate office
- Selected to participate in the MDC—Management Training Program
- Golden Achievement Award Winner top Mobic® Sales led to specialty promotion
- Launched- Mobic® Rheumatoid Arthritis and Aggrenox® for Stroke/TIA, Mirapex®, Flomax®
- Early Career: Promoted brands Combivent®, Atrovent®, Micardis®
Connor Yost

Connor has served as the Director of a specialized cannabis business consulting firm and has been at the forefront of the emerging legal cannabis industry since 2014. With a focus on business operations, Connor has been instrumental in the license acquisition, launch and ongoing success of several cannabis operations nationwide. Connor has, and continues to, collaborate with the brightest and most forward-thinking business leaders in the cannabis industry, allowing him to amass an impressive skillset and network of resources. Connor has found success through his commitment to compliance, industry best practices and a hands-on project management approach.

Core Competencies:

Professional Experience:

• Director of Cannabis Specialized Consulting firm (6+ years)

• Co-Founder of Maine based Adult Use Marijuana Store
  ○ Completed State and Municipal license applications
  ○ Assisted in corporate set up, creation of business plan, capital raise
  ○ Facility design, layout planning, process development

• Co-Founder of Ohio based Medical Marijuana Dispensary
  ○ Completed State license application
  ○ Drafted Standard Operating Procedures that were vetted by the shape
  ○ Advised dispensary manager throughout setup and launch of sales

• Key Project Manager for vertically integrated (cultivation, manufacturing, retail) company in Massachusetts, licensed for both medical and adult use operations (2 years)
  ○ Coordinated design and buildout of 67,000 Square Foot cultivation and manufacturing facility, managed vendor relationships, conducted weekly construction meetings
  ○ Worked with security contractors to strategically fulfill all security requirements and layout of monitoring, access control, and alarm systems
  ○ Assisted in the design of two affiliated retail dispensaries including layout, themes, logo and marketing material, and product mix
  ○ Developed written Policies and Procedures which received state approval and are used for employee training

• Lead Consultant for writing and revising all operating procedures for a fully operational, vertically integrated cannabis company in Massachusetts
  ○ Shadowed and worked alongside all positions in the company to draft written step by step procedures of each role

• Implemented comprehensive document management and training software system housing SOP’s and training materials for vertically integrated cannabis company in ME

• Lead Consultant for the adult use license acquisition of more than 8 cannabis operations in MA
  ○ Drafted policies and procedures, created business plan, managed State requests and ensured successful licensure

• Lead Consultant during the successful acquisition of 3 competitive Host Community Agreements in northeastern MA
  ○ Drafted business plan, operating procedures, community benefits, financial projections
Met with planners, Mayor and other local stakeholders
Conducted public meetings with local community and citizens
• Manager of a Tribal Hemp cultivation and processing company (3 years)
  o Awarded the 2nd hemp cultivation license in state history through the state’s pilot program
  o Coordinated the launch, set up and cultivation of a 10-acre industrial hemp farm
• Served as outsourced controller for a property management company
  o Managed cash flows and balances, supervised and trained accountant, assisted with HR and hiring

Community Participation:
• Alumni Mentor for a University’s First Year Innovation and Experience Program
• Board Member of a 501(c)3 non-profit organization which through education, research, and charity, aims to accelerate the science and awareness of alternative medicines

Education:
• Bachelor of Science in Business Administration, Peter T. Paul School of Business, University of New Hampshire

Recognitions:
• Nominated for Propel Young Professional of the Year (2019), (2020)
Alice Evans

Summary
Cannabis business consultant specializing in operations, licensing, and startup advisory. Experienced in retail operations, inventory management, and building sound brand and launch strategies.

Top Skills
- Strategic Planning, Change Management
- Retail Design/Layout
- Sales, Marketing, Development
- Financial Modeling
- Operations & Process Alignment
- Sales / Distribution strategy
- SOP Development

Professional Experience

Nucleus One Consulting, Portland, ME  Consultant  September 2019 - Present
- Consultant for boutique firm specializing in cannabis business strategy, operations, finance, and governance.
- Assisted clients with analysis, guidance, and management advisory to go to market or improve performance
- Provided licensing and startup services for multiple cannabis businesses
- Conducted financial modeling and market analysis for cannabis businesses in different sectors and states
- Developed and helped implement Standard Operating Procedures for retail and vertically integrated operations
- Additionally responsible for conducting Financial & Operational analyses, Strategic planning initiatives, organizational alignment, systems and process mapping, market analyses, feasibility studies, and project management.

CIEE, Portland, ME  Director, High School Study Programs  July 2016 - June 2019
- Oversaw operations, support, and domestic sales ("placement") for high school exchange student program
- Responsible for DOS and DHS compliance and maintaining service delivery quality standards
- Developed/Delivered new programming and products, brought to launch in emerging international markets
- Developed best practices, internal audits, and all new SOPs and manuals for department
- Responsible for budget planning, management, forecasting
- Drove domestic recruitment and on-boarding efforts for host families, local coordinators and educational institutions with 600+ growth YOY
- Managed integration of new custom application management and CRM and systems

Education

Colby College, Waterville, ME  B.A., Science, Technology & Society  May 2010
- Dean’s list, Academic All-American, Honors Thesis, Student Justice - Judicial Board, Student Orientation Leader, Captain of Swimming & Diving team, Student Mentor

Additional Skills & Certifications
- Board Member, Portland Food Council
- Board Member, Quince & Co.
- Advanced Leadership Development Program, KDJ Consulting
- Sales Management Excellence Certificate & Sales Advantage Training Certificate, Dale Carnegie
- Intercultural Communication Inventory & Training, Intercultural Development Institute
- Certificate in Grant Writing, USM School of Professional Development
CC Form 4 Annex B – List of All Management Companies

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.

List of Management Companies:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Relationship to Applicant</th>
<th>Services to be Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compassion Management, LLC</td>
<td>Consultant</td>
<td>Management Advisory Services</td>
</tr>
</tbody>
</table>

List of Management Company Interest Holders

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Interest/Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>David L Johnston</td>
<td>Member/Officer</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Andrew Cotton</td>
<td>Member/Officer</td>
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<td></td>
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<tr>
<td>Shane Cooper</td>
<td>Member/Officer</td>
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</tr>
<tr>
<td>Jeffrey Padwa</td>
<td>Member</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
**CC Form 4 Annex C – Disclosure of Material Financial Interests/Divestiture Plan**

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.

Rhode Island Care Concepts, Inc., does not anticipate contracts with any vendors to be used to supply services, supplies, equipment, and/or other goods to the compassion center of $100,000 or more. The compassion center intends to purchase products from licensed cultivators, but at this time, has not executed any contracts or agreements to this end.
CC Form 4 Annex D – Copies of Agreements

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.

The below agreements are attached following this page:

1. Master Services Agreement with Compassion Management, LLC
2. Compassion Management, LLC Member Consent
3. Compassion Management, LLC Operating Agreement
4. Promissory Note
5. Promissory Note Security Agreement
6. Purchase and Sale Agreement
7. Contracts with Advisory Committee
MASTER SERVICES AGREEMENT

By and between:

Rhode Island Care Concepts, Inc.

&

Compassion Management LLC
MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) is effective as of the 1st day of September, 2020 (the “Effective Date”), by and between Rhode Island Care Concepts, Inc., a nonprofit corporation formed under the laws of Rhode Island (“RICC”), and Compassion Management LLC (“CM”), a limited liability company formed under the laws of Rhode Island (“Consultant”). RICC and Consultant are sometimes collectively referred to as the “Parties” or in the singular as a “Party”.

RECITALS:

WHEREAS, in July 2020 the Rhode Island Department of Business Regulation (“Department”) first began receiving applications from nonprofit corporation applicants in response to an open application period for the potential operation of medical marijuana compassion centers under the Rules and Regulations Related to the Medical Marijuana Program Administered by the Department of Business Regulation 230-RICR-80-05-1 (each a “Compassion Center”, and collectively “Compassion Centers”) under and pursuant to Rhode Island law including, without limitation, rules and regulations promulgated by the Department (“Department Regulations”) related to Compassion Centers (collectively, the “Program”); and

WHEREAS, over the past few years it has become common knowledge that various medical marijuana retail stores in the United States have faced challenges in obtaining final approval to sell medicinal cannabis products such as timing, financing, construction as well as operations and cultivation expertise in general; and

WHEREAS, over the past few years, new and better practices, standards, inventions, protocols and efficiencies have arisen and/or evolved for the benefit of medical marijuana retail stores, patients and other stakeholders including, without limitation, those relating to improved product quality and diversity; quality assurance; testing; processing (including extraction and refinement) methodologies; safety and security features; operational efficiencies; internal fiscal and accounting controls and platforms (including reporting); bio-security controls; training protocols; cultivating, processing and dispensing equipment, procedures and protocols; design and build-out techniques and products; staffing and human resources functions; patient and medical community education, awareness and outreach; packaging and labeling methods; and inventory controls and tracking (collectively, the “Enhancements”); and

WHEREAS, the market in the New England region is predominantly characterized by, among other things, limited licenses, vertically integrated business systems, non-profit structures, strict regulatory environments, and strict federal and state law enforcement, all of which has resulted in a further evolution of such Enhancements possessing higher standards and better practices; and

WHEREAS, Consultant is prepared to provide management and consulting services to businesses in the cannabis industry with its management and team; and

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

WHEREAS, RICC was formed for the purpose of seeking licensure by the Department to operate a medical marijuana Compassion Center ("Compassion Center"), including a cultivation facility, and

WHEREAS, RICC intends to establish and 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 medical marijuana Compassion Center in a strict regulatory, nonprofit and vertically integrated environment, and (ii) instituting the most effective, efficient, secure and safe medical marijuana 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 RICC desires other services and products to be provided by Consultant that will support RICC; and

WHEREAS, Consultant brings (a) know-how, intellectual property expertise and resources relating to: (i) non-profit, state sanctioned and regulated, vertically integrated and medically oriented marijuana dispensary and cultivation operations and (ii) all aspects of the state regulated medical marijuana industry 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 and Program 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, dispensary and cultivation facilities design and development and expansion practices, retail systems, quality control platforms, marketing initiatives, 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 RICC (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 or "SOWs"; and

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

WHEREAS, RICC also is in need of financing in order to secure real estate to construct, build-out and operate the Facilities, as well as purchase the necessary equipment, materials and inventory required to operate the Facilities and to commence operations; and

WHEREAS, as part of the Consultant Services, Consultant has agreed, pursuant to the terms and conditions of this Agreement and any other loan documents executed in connection
therewith to provide such financing and capital infusions to RICC in a form of secured loan; and

WHEREAS, the Parties agree that, pursuant to terms and conditions set forth, in a Demand Promissory Note, and Security Agreement and other necessary associated debt financing documents (collectively, the “Financing Documents”) between the Parties as well as this Agreement, Consultant commits to make a secured loan of up to Four Million Dollars ($4,000,000.00) to RICC, depending upon its operational and construction needs; and

WHEREAS, the Parties desire to ensure that they will work together to obtain necessary licensure for the sale of medical marijuana products.

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 RICC the following services listed and described below and such other ancillary services in connection with the medical marijuana Compassion Center formation, application and licensing process, as well as the construction and operation of the facility, all of which shall be collectively defined as the “Consultant Services.” The Parties acknowledge that the below list of services 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”) detailing the additional services to be provided to RICC, along with such additional compensation, if any, to be charged to RICC by Consultant. The Parties further acknowledge that Consultant may hire or engage such additional consultants, service providers, intellectual property licensors and subcontractors (collectively, “Subcontractors” and each a “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 various real estate advisory services (the “RE Services”) to RICC in furtherance of its goal to obtain a license 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 RICC 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 Facilities, engaging in negotiations with various landlords or property owners to secure such desired locations, ensuring that such potential sites comply with applicable zoning laws and other ordinances, hiring and overseeing architects for the design of the Compassion Center, overseeing construction and build-out of the Compassion Center; monitoring the budget and costs for such construction and build-out as well as other ancillary services needed or requested by RICC.

B. Retail Facility and Operations, Including Core Operational Services. Consultant shall advise RICC, and provide guidance and training to same, as appropriate and necessary and requested by RICC, 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 retail facility, 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 to RICC with respect to its retail operations and strategies at the Compassion Center. It is anticipated that, at present, such 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. Cultivation Facility and Operations. In the event RICC obtains a license from the Department to cultivate marijuana in the future, the Consultant will provide guidance and training, as appropriate and necessary and requested by RICC, 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's cultivation facility and related operational needs, as more fully described on Schedule 3, which is attached hereto and incorporated by reference. The Parties will execute a separate SOW for the provision of cultivation Consultant Services; provided, however, at a minimum, the compensation to be paid by RICC to the Consultant for the provision of the Consultant Services related to cultivation shall be at least equal to what is being paid to the Consultant in connection with the Consultant Services being provided for the Compassion Center.

E. Financing. The Parties acknowledge that, in addition to the various Consultant Services to be provided to RICC, RICC is also in need of financing assistance to fund its operations. Accordingly, Consultant commits to loan to RICC up to Four Million ($4,000,000.00) Dollars (the “Loan”) based on RICC's budgeting needs for the successful licensing, completion and launching of the Compassion Center and its operations (the “Budget”). Any such Budget, including the timing of advances from the Loan, shall be agreed to in writing by Consultant. The Loan shall be on market terms or terms more favorable than market terms in this and similar industries, all pursuant to terms and conditions set forth in the Financing Documents attached hereto as Exhibit B.

F. Exclusivity. Except as otherwise provided for herein or in any SOW, RICC agrees that it will not contract with any other service provider, consultant or vendor offering services similar to the Consultant Services, as such term may be expanded by the execution of additional SOWs, during the term of this Agreement. Nothing in this Agreement or any SOW executed in connection therewith shall grant any exclusive rights to RICC with respect to the Consultant Services nor shall this Agreement or any SOW executed in connection therewith prevent Consultant or its Subcontractors from providing the Consultant Services to any other person or entity. Moreover, the Parties acknowledge and agree that, if RICC obtains an Adult Use or Recreational License in the future, RICC covenants that Consultant shall be the sole and exclusive provider of services similar to the Consultant Services, as such term may be expanded by the execution of additional SOWs, during the term of this Agreement.

G. Compliance with Law. Consultant’s performance of the Consultant Services shall
comply with applicable Rhode Island statutory and regulatory provisions, including but not limited to Department Regulations.

II. COMPENSATION.

A. Compensation. In consideration of the Consultant Services, and subject to the provisions hereof, RICC shall compensate Consultant in the manner as described in Exhibit A, attached hereto, in addition to any additional compensation agreed to by the Parties in any SOW to be executed between the Parties in the future (collectively, the "Compensation"). In the event RICC obtains an Adult Use / Recreational License in the future, the Parties will execute a separate SOW for the provision of Consultant Services; provided, however, at a minimum, the compensation to be paid by RICC to the Consultant for the provision of the Consultant Services related to a Recreational License shall be at least equal to what is being paid to the Consultant in connection with the Consultant Services being provided for the Compassion Center.

B. Grace Period. RICC shall be provided a grace period ("Grace Period") with regard to the payment of Compensation in connection with the services provided hereunder until such time as there are Compassion Center’s monthly revenues that are available after payment of monthly operating expenses and holding reasonable reserves for future expected operating expenses ("Net Cash Flow Positive"). During such Grace Period, such deferred Compensation shall accrue at a rate of 1% per month, however, no late fees will accrue. At such time as the Compassion Center is Net Income Positive, RICC shall commence making payments of the Compensation and failure to do so will constitute an event of default under this Agreement and the Financing Documents. Any and all deferred payments of Compensation, shall be deemed part of the Obligations, as defined by the Financing Documents and, as such, shall be secured by the collateral securing the Loan.

C. Invoicing. Upon expiration of the Grace Period, Consultant shall invoice RICC on a monthly basis for all amounts due and owing to Consultant from RICC (the "Invoice"). The Invoice shall also show an accounting of all incurred and accrued Compensation that remains unpaid. All such 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 RICC 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, taking into account:

(1) the scarcity of institutional capital and the difficulty to raise 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 Department lottery license selection process, the lack of a mature market and the potential for changes through legislation, regulations, referenda or otherwise;
related risk factors with respect to RICC such as potential liabilities;
the uniqueness and fledgling status of the industry and/or Program in Rhode Island;
the uniqueness and standards of the Consultant Services being provided;
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;
the prioritization of vendor payments vis-a-vis provisions in favor of the fiscal health and operational viability of the RICC;
the presence, strength and/or weakness of RICC's current operations, cash flow positions and/or other assets; and
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 RICC's business operations is threatened due to an average price change over the course of a time frame of at least six (6) months with respect to a RICC good or product being sold by it, which constitutes the majority of RICC'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 RICC's business operations.

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 RICC, 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 RICC in writing, orally or otherwise or vice versa; (ii) obtained by RICC 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 RICC 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 RICC and Consultant, including without limitation this Agreement, SOWs, financing agreements, debt instruments and licensing agreements, (ii) any information related to the business, accounts or books of RICC 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 RICC, 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).

D. 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 RICC’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 RICC’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.

E. License To Use Confidential Information. Consultant hereby grants to RICC 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 RICC is not in breach of this Agreement.

F. 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 RICC’s obligations under this Agreement, RICC 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 RICC for purposes of advancing or executing RICC’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 RICC 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 RICC 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 RICC 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 RICC, or that are provided to RICC 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 RICC 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 RICC, such shall be, are and shall remain the sole property of
Consultant subject to third-party Subcontractor or manufacturer rights, if any, and RICC 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 RICC under a mutually agreed upon arrangement in a separate writing between the Parties, and not constituting a deliverable by Consultant to RICC under this Agreement or relating to those matters described herein, but which specifically relate to the operation of the Facilities, shall, only upon written agreement of the Parties, be deemed either (i) work for hire and the property of RICC 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 RICC 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 estoppel 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, or this Agreement. Neither Party shall use 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, and RICC has the power and authority to incur all financial obligations owed to Consultant under this Agreement, the Financing Documents or any other agreement or contract between the Parties.

B. All warranties, representations, statements and other information furnished 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. RICC and Consultant each represent, warrant and covenant that each shall conduct operations of the Facilities 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 statutes, 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

Representations and Warranties. Consultant represents and warrants to RICC that the Consultant Services shall be performed in a good faith and 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 RICC of such non-compliance.

IX. INDEMNIFICATION

A. Indemnification Obligations of RICC.

(1) RICC shall indemnify, defend and hold harmless Consultant and Consultant’s directors, officers, members, managers, employees, agents, attorneys, independent contractors and representatives 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 
RICC at the relevant time), control, delivery, installation, storage, removal, return, surrender, 
occupation, maintenance, damage, destruction, repair, servicing, adjustment or use of 
y any equipment or any other personal or real property in possession of RICC; (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 RICC, or any part thereof; (c) the acts or omissions of 
RICC or its directors, officers, employees, agents, independent contractors or representatives 
(collectively, the “RICC Parties”) in connection with this Agreement; (d) the performance or 
failure to perform by any RICC Party of any duty, obligation, covenant or agreement imposed 
upon them by this Agreement; (e) any breach by a RICC Party of any of the representations, 
warranties, certifications, agreement or covenants contained in this Agreement; and (f) the failure 
of any RICC Party to comply with any applicable laws, statutes, regulations and rules including, 
but not limited to, the Department Regulations, in the operation of the Facilities.

(2) The obligations of RICC 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 RICC and RICC’s directors, 
officers, members, managers, employees, agents, attorneys, independent contractors and 
representatives 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, 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 Consultant; (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 
Consultant, or any part thereof; (c) the acts or omissions of Consultant or its directors, officers, 
employees, agents, independent contractors or representatives (collectively, the “Consultant 
 Parties”) in connection with this Agreement; (d) the performance or failure to perform by any 
Consultant Party of any duty, obligation, covenant or agreement imposed upon them by this 
Agreement; (e) any breach by a Consultant Party of any of the representations, warranties, 
certifications, agreement or covenants contained in this Agreement; and (f) the failure of any 
Consultant Party to comply with any applicable laws, statutes, regulations and rules including, 
but not limited to, the Department Regulations, in the operation of the Facilities.

(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 gross negligence, fraud or willful malfeasance of any RICC 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 RICC. 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 RICC:

(1) failure by RICC to pay any amounts due and owing to the Consultant under this Agreement, the Financing Documents 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 RICC 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, including with regard to an Adult Use / Recreational License;

(3) other than the failure of RICC to make payment when due, the breach by RICC 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

(4) the attempt by RICC or its Board of Directors or Officers to circumvent any Consultant Agreement in an attempt by such parties to participate in an Adult Use/ Recreational marijuana program.

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, acceleration of the Loan, imposition of a federal or state receiver, lost profits, and the reimbursement by RICC 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 RICC, such termination will not release RICC 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 RICC 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 any Consultant Party.
purposes of this section, a material adverse breach shall be defined as any act or omission that causes RICC 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, RICC’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 RICC 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 RICC. In no event shall Consultant be liable to RICC 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 RICC 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.

XII. ADDITIONAL COVENANTS AND AGREEMENTS OF THE PARTIES.

A. Insurance. RICC agrees that it shall maintain insurance in accordance with the legal requirements for Compassion Centers and the provisions of this Agreement. RICC 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. RICC shall provide, on request by Consultant, evidence that such insurances are in force.
Consultant shall maintain errors and omissions 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 including errors and omissions insurance, if applicable.

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

C. Data Protection. To the extent any personal data of RICC’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.

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

E. Publicity. It is hereby specifically acknowledged, understood and agreed by RICC that it shall not cause the name of “Compassion Management LLC” or any of its principals, directors, officers, members, attorneys, or representatives, or any other owned or licensed branding thereof, to appear on any of RICC’s software, domains, websites, promotional materials, press releases, advertising, emails, company disclosures or other communications without the prior written consent of Consultant. Consultant and RICC 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 RICC’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 RICC’s counsel, RICC 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.

XIII. 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 five (5) years (“Original Term”), 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. Consultant shall have five options to extend this Agreement for additional periods of two (2) years in duration (i.e. ten (10) years in total). Consultant shall provide RICC with Notice of its intention to extend this Agreement beginning six (6) months prior to the expiration of the Original Term of this Agreement and each extension, but no later than 60 days prior to the expiration of the Original Term and each extension. The Parties may negotiate and agreed to a substitute agreement in replacement of this Agreement at any time.

C. Compensation upon Termination. Upon termination of this Agreement for any reason, RICC shall pay Consultant for all Consultant Services actually performed up to the effective date of such termination. Additionally, upon termination of the Agreement, the Promissory Note and any other loans then outstanding and due to Consultant shall automatically be deemed accelerated and due in full immediately. 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 RICC 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 XIII (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.

XIV. 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), or courier, 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, or courier.

XV. MISCELLANEOUS.
A. Operating and Business Accounts. RICC'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 RICC. 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 RICC for any of the costs, expenses, risks or liabilities arising out of RICC's efforts and/or activities in connection with (a) this Agreement or (b) any licenses or permits issued by the State of Rhode Island. 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 RICC or create obligations on the part of RICC without the prior written authorization of RICC. RICC 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 or as otherwise may be provided in any SOW.

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 herewith.

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 ensure 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 2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14 and 15, or as is otherwise provided for herein.

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

M. 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.

N. 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 supersede all prior and contemporaneous understandings and agreements, both written and oral with respect to such subject matter.
O. 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.

P. 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 pandemics, fires, riots, 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.

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EXHIBIT A

Compensation for Real Estate Advisory Services, Retail Advisory and Consulting Services, and Dispensary Services

In consideration of the services to be rendered to the Compassion Center as provided for in this Agreement, including Real Estate Advisory Services, Retail Advisory and Consulting Services, and Dispensary Services, RICC shall compensate Consultant in the manner described below:

A monthly fee pursuant to the schedule below:

To ensure that the compensation for services paid to Consultant shall at all times be in accordance with the fair market value of the services at the time the services are rendered, the compensation shall be reviewed and adjusted, if necessary, on an annual basis.
EXHIBIT B

Financing Documents (Demand Promissory Note, and Security Agreement)

(Attached Hereto)
SCHEDULE 1
SCOPE OF CONSULTING SERVICES RELATED TO COMPASSION CENTER

1. Ensuring compliance with all laws, regulations, Department Regulations, ordinances and other applicable legal requirements and proprietary macro design and build-out of the Compassion Center facility, 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 RICC’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 RICC 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 transporting, 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 RICC 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 RICC 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 a RICC 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 Rhode Island 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, 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 RICC and Rhode Island law;

10. Developing and maintaining a comprehensive interactive website (proprietary and/or
otherwise), as appropriate and necessary, showcasing RICC's facilities 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 RICC'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, 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, 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 RICC 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 RICC'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 RICC 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 IRC 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 RICC'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 RICC, the patient base of RICC and/or the business
operations of RICC in general, all based on historical experience;

18. Providing, implementing and/or maintaining, as appropriate, necessary and applicable, other products and services, including:

(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, e-blasts and website postings;

(d) Events, seminars and workshops;

(e) Maintenance and updating of a patient information and education center;

(f) Educational sessions for community health care providers;

(g) Security systems, policies and procedures specific to medical marijuana dispensary operation, including safety and security plans;

(h) Insurance procurement;

(i) Business plan(s) relating to Compassion Center needs;

(j) Standard operating and procedures manual(s) specific to the non-cultivation phases of RICC’s operations;

(k) Employee working environment plan(s);

(l) Substance abuse prevention plan(s) with respect to efforts to combat substance abuse in the relevant jurisdiction(s);

(m) Development of a community benefits plan;

(n) Development of a delivery system and/or transportation plan in coordination with the Department to the extent applicable, appropriate and necessary; and/or

(o) 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 Rhode Island law.

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.

20. Any and all of the above-described services to be provided by Consultant shall comply with Rhode Island law, shall be rendered for the consideration provided for in this Agreement, and will be provided at no additional cost or fees to RICC unless otherwise provided herein or unless RICC agrees in advance and writing. Except as is otherwise specifically provided for herein or in the Financing Documents, RICC shall maintain exclusive control over RICC'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 DISPENSARIES

A. Retail Advisory Services:

- Back Office Support
- 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 Concept Development
- Retail Performance Improvement
- Retail Roll Out Strategy
- Store Portfolio Optimization
- Strategic Retail Development

B. Marketing and Public Relations Consulting Services:

- Advertising Design
- Strategy Implementation
- Content Marketing Optimization
- Conversion Optimization
- Develop and write press releases and other communications for public distribution including, planning, research, and strategic goal setting
- 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
SCHEDULE 3
SCOPE OF CONSULTING SERVICES RELATED TO CULTIVATION

The following is the scope of services to be provided by Consultant to RICC with respect to cultivation:

1. Ensuring compliance with all laws, regulations, Department Regulations, ordinances and other applicable legal requirements and proprietary macro design and build-out of the Cultivation Facility, with advice on floor plans, make and placement of equipment, requirements imposed by Occupation Safety and Health Administration ("OSHA"), other relevant laws and best practices, as appropriate and necessary, in connection with (a) pharmaceutical grade medicine being produced and made available for the benefit of patients, (b) sophisticated and automated commercial operations and systems, (c) current and applicable technology and/or protocols, and (d) clean room attributes;

2. Implementation of current and applicable technology and/or protocols with respect to the Cultivation Facility and related operational systems (proprietary and/or otherwise), as appropriate and necessary, that will ensure, among other things, that all plants of the same strain will feed for the same amount of time and from the same nutrient mix;

3. Implementation of micro systems comprised of cultivation, quality control and testing equipment, systems and processes at advanced standards (proprietary and/or otherwise), as appropriate and necessary, including lighting, testing equipment, clean room attributes, and that which relates to organic and/or non-organic cultivation methodologies as applicable;

4. Implementation of cultivation methodologies (proprietary and/or otherwise, and as appropriate and necessary) with respect to organic vegetative growing in soil, soil-less mediums and hydroponics, and/or non-organic vegetative growing in soil, soil-less mediums, hydroponics and aeroponics, as applicable and as they relate to sophisticated and scalable operations;

5. Training of staff in accordance with procedures (proprietary and/or otherwise) with respect to the need of the daily checking of nutrient solutions with respect to content, and the need of the daily checking of all cultivation, delivery and testing equipment and systems, including without limitation and as appropriate and necessary training with respect to the need of: (a) each nutrient solution(s) to be checked daily prior to feeding in order to verify the integrity of the nutrient content within five parts per million; (b) the acidity (pH) of the solution to be closely monitored and verified before each nutrient application; (c) all monitoring devices to be re-calibrated prior to use; and (d) each plant to undergo a one week flush period with sub-5 ppm reverse osmosis filtered water to eliminate the possibility of any excess nutrients remaining in the soil prior to harvest, or other similar process;

6. Providing cultivation and related training (proprietary and/or otherwise, and as appropriate and necessary), including lighting and that which is related to organic and/or non-organic cultivation methodologies as applicable, and training with respect to the need of the daily operation and re-calibration of all cultivation, delivery and testing equipment and systems;
Providing nutrient regimens, nutrient lines, additives, enhancers and blooming agents (proprietary and/or otherwise) in accordance with various pesticide control rules and regulations and best practices, as appropriate and necessary;

Providing proprietary operating procedures per growth stage, as appropriate and necessary;

Providing staff training (proprietary and/or otherwise, and as appropriate and necessary) with respect to the following activities to the extent applicable and subject to the presence of new technologies, best practices and automated system advances:

a. ensuring that flower room lamps comply with designated lighting schedules;

b. ensuring that desired A/C thermostat temperatures are set and holding;

c. analyzing currently photosynthesizing plants for feeding needs;

d. checking water level, ppm and pH in feed reservoirs prior to feeding;

e. ensuring that desired CO2 levels are in range, and that CO2 burners are functional;

f. checking each nutrient solution prior to feeding in order to verify the integrity of the nutrient content within live parts per million;

g. monitoring and verifying the acidity (pH) of the solution before each nutrient application;

h. recalibrating all monitoring devices prior to use; and

i. ensuring that each plant undergoes a one-week flush period with sub-5 ppm reverse osmosis filtered water to eliminate the possibility of any excess nutrients remaining in the soil prior to harvest, or other similar process.

Providing combative methodologies (proprietary and/or otherwise) to maintain the integrity of the man-made ecosystem within the Cultivation Facility, as appropriate and necessary;

Providing advanced quality control methods (proprietary and/or otherwise) in order to scientifically quantify vegetation and/or medicine through analysis of moisture content, chemical compound composition and potency, microbiological contamination, and presence/absence of pesticides, as appropriate, through the following screenings, as appropriate and necessary and as reasonably determined by Consultant to achieve such quality control and testing standards on all plant material and medicine, such as:

a. chemical compound profiling by using High Performance Liquid Chromatography (HPLC) as determined by Consultant to perform a quantitative analysis (% weight of sample) for various classes of chemical compounds, including without limitation the following cannabinoids as appropriate: delta 9 THC, delta 9 THC Acid, CBD, CBD Acid,
and CBN (quantitative analysis of other active cannabinoids - i.e. THCV, CBC, CBG and 
other active ingredients such as terpenes - will be performed as standards become 
available);

b. microbiological screening by using standard plate count to ensure that plant material is 
free of bacteria, mold and fungus;

c. foreign matter inspection by performing a gross visual and microscopic inspection of raw 
plant material and allowing for rapid detection of mold, insects, and other foreign matter;

d. moisture content analysis by performing a loss on drying test to ensure a more consistent 
product;

e. pesticide and fungicide screening by looking for five major classes of pesticides and 
fungicides - Carbendazim/Benzimidazole, Pyrethroids, DDE/DDT, Spinosyns, and 
Organophosphate;

f. assays in development including heavy metal analysis, DNA fingerprinting technology, 
and nutrient analysis on live plants; and/or

g. extracts made from processing with liquefied C02 from a batch of plant matter will be 
classified with a lot number, and such extract (corresponding to the specific lot number to 
provide traceability) will be analyzed “in house” so as to be shown to be free of mold, 
heavy metals and other contaminants.

12. Providing packaging and labeling processes and materials (proprietary and/or otherwise, and 
as appropriate and necessary);

13. Providing sound processes and designs for discarding waste and other sensitive matters 
( proprietary and/or otherwise, and as appropriate and necessary);

14. Providing transport, delivery, receiving and/or exchange procedures (proprietary and/or 
otherwise, and as appropriate and necessary), including that which relates to safety, security, 
inventory control and quality control;

15. Providing proprietary human resources services and materials as appropriate and necessary, 
including without limitation criteria and protocols with respect to hiring, staffing, training 
and/or maintaining personnel;

16. Providing newly developed educational materials, information and techniques (proprietary 
and/or otherwise), enabling RICC to remain abreast of all new and improved organic and/or 
non-organic cultivation methods, strain selection, and trimming, drying, packaging and 
labeling procedures, as appropriate and necessary and as they arise;
17. Providing cultivation facility security systems, procedures, policies, protocols, plans and/or equipment (proprietary and/or otherwise, and as appropriate and necessary) specific to RICC with respect to:

   a. cultivation 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;

18. Assisting with various and applicable insurance procurement;

19. Providing proprietary business plan(s) as appropriate and necessary;

20. Proprietary standard operating and procedures manual(s), as appropriate and necessary;

21. Providing proprietary plans and policies, including employee working environment plan(s), as appropriate and necessary; and

22. 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 Consultant Services shall comply with applicable law, shall be rendered for the Compensation provided for in this Agreement, and will be provided at no additional cost or fees to RICC unless otherwise provided herein or unless RICC agrees in advance and in writing to such additional fees or costs. Except as is otherwise specifically provided for herein or in the Financing Documents, RICC shall maintain exclusive control over RICC’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.
Compassion Management LLC
Written Consent of the Board of Compassion Management LLC

The undersigned directors of Compassion Management LLC, a Rhode Island limited liability company ("Company"), by consent in writing pursuant to the authority contained in the Rhode Island Limited Liability Company Act ("Act"); the Articles of Organization of the Company, ("Articles"), and the Operating Agreement of the Company ("Agreement"), hereby affirms, approves and consents to the following:

Item 1 - Ratify and adopt prior acts of the sole Incorporator

1. The Articles of Organization of Compassion Management LLC as filed with the Rhode Island Secretary of State by the sole incorporator of the Company, and the filing of the Articles of Organization, are hereby approved, adopted, ratified and confirmed.
2. The application and filing for the Company's federal employer identification number are hereby ratified and confirmed.
3. That all other actions taken or authorized by the sole incorporator with respect to the Company, which were necessary and in the best interests of the Company are hereby ratified and confirmed.
4. The resignation of the Sole Incorporator of the Company is hereby accepted.

Item 2 - Approve and Accept Operating Agreement

APPROVED – by majority vote

1. The Operating Agreement attached hereto as Exhibit A is approved and adopted.

Item 3 - Election of Officers

APPROVED – by majority vote

1. The following officers are elected to the offices designated next to their names:

   President: David Johnston
   Secretary: Andy Cotton
   Treasurer: Shane Cooper

   The elected officers accepted their respective offices

Item 4 - Authorize payment of Company’s expenses

APPROVED – by majority vote

1. The officers of the Company are hereby authorized and directed to pay or reimburse the expenses associated with the incorporation and organization of the Company.

Item 5 - Approve Banking Resolutions
APPROVED – by majority vote

1. The President and Treasurer are hereby authorized to open, maintain, and close account(s) of the Company at one or more banks, trust companies, or other similar financial institutions as may be necessary for the conduct of the Company’s business and purposes.

2. The officers of the Company are hereby authorized to deposit, or cause to be deposited, funds of the Company, including, without limitation, cash, and cash equivalents, in any authorized account of the Company, and to endorse checks, drafts or other instruments for such deposit.

3. The President and Treasurer are hereby authorized to sign or countersign (a) checks, drafts, or other orders for the payment of money issued in the name of the Company against any funds deposited in an authorized account, and (b) instruments or documents for the withdrawal of money from and authorized account of the Company.

Item 6 - Adopt Accounting Year

APPROVED – by majority vote

1. The Company adopts the accounting year as follows:

   Date the accounting year begins:   July 1
   Date the accounting year ends:     June 30

Item 7 - General Authority of Officers

APPROVED – by majority vote

1. The officers of the Company are hereby authorized to execute and deliver all documents and instruments, and to take all necessary actions on behalf of the Company, as may be necessary or appropriate to implement the foregoing resolutions, and such other organizational matters of the Company as may be necessary.

This Consent shall be treated for all purposes as votes taken at a meeting.

[Signature]

David Johnston, President
OPERATING AGREEMENT
OF
COMPASSION MANAGEMENT LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (the “Agreement”) is made and entered into effective as of November 6, 2020 (the “Effective Date”) by and among David Johnston, Shane Cooper, Andy Cotton and Jeffrey Padwa, and such other Persons hereafter admitted either as members (each a “Member” collectively the “Members”) or as Economic Interest owners in accordance with this Agreement.

RECITALS:

WHEREAS, the Company (hereinafter defined) has been formed pursuant to the Act (hereinafter defined) for the purposes set forth in Section 3.1 of hereof.

WHEREAS, the Members and Economic Interest owners wish to provide for the management of Company, the conduct of Company business and the rights and obligations of the Members and Economic Interest owners as provided by the Act.

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 Members and Economic Interest owners hereby agree as follows:

ARTICLE I

Formation of the Company; Name and Principal Place of Business; Term

1.1 Formation. The Company has been formed pursuant to the Rhode Island Limited Liability Company Act (Chapter 7-16 of the General Laws of Rhode Island, 1956 (1992 Reenactment)) as the same may be amended from time to time (hereinafter the “Act”). The Members hereby ratify and approve the Certificate of Organization.

1.2 Name. The name of the Company shall be Compassion Management LLC (hereinafter the “Company”). The Company may conduct business under such other name as the Members may select.

1.3 Business Address. The initial business address of the Company is 15 Circle St, Rumford, RI 02916. The Company may change the business address and/or maintain such additional offices at such other places as the Members may hereafter determine. The name and address of the resident agent for service of process on the Company is David Johnston, Esq. The business address and the resident agent may be changed by the Mem from time to time upon compliance with the procedures required by the Act.

1.4 Term. Company commenced on the date that the Articles of Organization were accepted for filing by the Rhode Island Secretary of State, and shall continue in perpetuity, unless the Company shall be sooner terminated as provided in Section 10.1.
1.5 *Title to Property.* The Company shall hold all of its Property in the name of the Company and not in the name of any Member or bens. All property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in its individual name or right, and each Member’s interest in the Company shall be deemed personal property for all purposes.

**ARTICLE II**

**Definitions**

Wherever used in this Agreement, unless the context clearly indicates otherwise, the following words shall have the meanings indicated:

“Act” means the Rhode Island Limited Liability Company Act as the same may be hereafter amended from time to time.

“Affiliate” means, with respect to any Person: (a) any member of the immediate family of such Person, if an individual; (b) any legal representative, successor, or assignee of such Person or any individual referred to in preceding clause (a); (c) any trustee of a trust for the benefit of such Person or any individual referred to in preceding clauses (a) or (b); (d) any Person (if not an individual) of which a majority of the voting, capital or profit interests is owned, directly or indirectly, by any one or more of such Person and the Persons referred to in preceding clauses (a) through (c); or (e) any Person who is an officer, director, trustee, employee, stockholder (fifteen percent (15%) or more), partner, or member of such Person or any Person referred to in preceding clause (d).

“Agreement” means this Operating Agreement of Compassion Management LLC.

“Assign” or “Assignment” means, as used in connection with an Interest, to sell, transfer, assign, pledge, grant a security interest, lien, or encumbrance in or against, or otherwise dispose of all or part of such Interest or the sale, transfer, assignment, pledge, grant of a security interest, lien, or encumbrance, or other disposition of all or part of such Interest. The terms “Assign” and “Assignment” include any purported Assignment, including a collateral assignment or pledge.

“Bankruptcy” means, with reference to any Member or the Company as the case may be, (a) the entry of an order for relief (or similar court order) against such Member or the Company which authorizes a case brought under Chapter 7, 11, or 13 of Title 11 of the United States Code to proceed, or (b) if such Member becomes insolvent by the taking of any action or the making of any transfer which is or may be defined as “insolvency” pursuant to the Federal Bankruptcy Code, the Federal Bankruptcy Act, the Uniform Fraudulent Conveyances Act, any state or federal act, or the ruling of any court.

“Book Depreciation” means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Book Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deductions for such Fiscal Year or other period bears to such beginning adjusted tax basis.
“Book Profits” or “Book Losses” has the meaning set forth in Section 5.5B hereof.

“Capital Account” means, with respect to each Member, the record of such Member’s capital contribution and of each item of income, gain, loss, deduction, credit, or cash distribution allocated to such Member to reflect such Member’s economic or equity interest in the Company. Each Member’s Capital Account shall be maintained as set forth in Section 5.4 hereof.

“Capital Contribution” means, with respect to any Member, the amount specified for such Member set forth on Schedule A hereto.

“Cash Flow” means the excess of the cash receipts from day-to-day operations of the Company over (a) the cash needed to pay expenses arising from day-to-day operations of the Company, and (b) the cash needed in the reasonable judgment of the Members to fund a reasonable reserve for the needs of the Company’s business. “Cash Flow” does not include Net Cash from Sales or Refinancings.

“Code” means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code that is subsequently amended, modified, recodified, or otherwise superseded shall be deemed to be a reference to the superseding section(s) to the greatest extent possible so as to achieve the result originally intended, if possible, under this Agreement.

“Covered Act” means any act or omission by an Indemnified Person in the Indemnified Person’s official capacity with the Company and while serving as such or while serving at the request of the Company as a member of the governing body, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise, including, but not limited to, entities and enterprises which are subsidiaries or affiliates of the Company.

“Damage” means any amount which an Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, but not limited to, judgments for and awards of damages, amounts paid in settlement of any claim, and any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

“Excluded Claim” has the meaning set forth in Section 12.2 hereof.

“Expenses” means any reasonable expenses incurred by an Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, but not limited to, legal, accounting, or investigative fees and expenses and the expense of bonds necessary to pursue an appeal of an adverse judgment, but excluding expenses related to Excluded Claims.

“Fair Interest Value” means, with respect to a Member’s Interest, the liquidation value of such Interest determined as of the applicable valuation date (a) by agreement between such Member (or such Member’s Successor) and the Company, or (b) in the event that such parties shall be unable to reach agreement within thirty (30) days following the applicable valuation date, by appraisal in accordance with the following procedures. Any appraisal required herein shall be by an appraiser mutually acceptable to the parties, and if the parties are unable to agree on a single appraiser within thirty (30) days following the applicable valuation date, either party by written notice to the other may designate one appraiser, the other party shall then designate one appraiser, and the two
appraisers so designated shall promptly designate a third appraiser. Such appraisers shall thereafter promptly determine the value of the Interest as of the applicable valuation date and shall deliver copies of such appraisals to the Company and the Member. The Fair Interest Value of the Interest shall be the average of the two (2) appraised values that are closest to each other and the third appraiser shall be ignored for all purposes. Any appraiser so designated shall have experience in the valuation of entities engaged in business similar to the Company and the costs of any appraisals required in connection with the foregoing shall be borne equally by the Company and the Member. In determining Fair Interest Value, the fact that the Interest is a minority Interest or lacks marketability shall be ignored, it being agreed that the Fair Interest Value of an Interest shall equal the liquidation value of the Interest, assuming that the assets of the Company, including goodwill, are sold for their fair market value to a willing buyer and all debts and other obligations of the Company are properly reserved for or discharged.

“Fiscal Year” means the fiscal year of the Company, which shall be the calendar year.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as adjusted pursuant to Section 5.5 A.

“Gross Fair Market Value” means, with respect to any asset, the fair market value of the asset as determined by the contributing Member and the Company without regard to any liability assumed by the Company with respect to such asset or any liability to which such asset is subject.

“Indemnified Person” means any one or more Members or other persons who are exercising any powers normally vested in the Members or acting at the direction of the Members.

“Interest” means, with respect to any Member, all of such Member’s right, title, and interest in and to the Company.

“Major Decision” means (a) adopting budgets and engaging in off-budget expenditures in excess of $100,000; (b) authorizing compensation to Members or any officer who is an Affiliate of a Member; (c) acquiring real estate or leasehold interests in real estate; (d) borrowing any money from any person or lending any money to any person, in each case not previously approved in the Company’s then-current budget; (e) selling, exchanging, leasing, mortgaging, pledging, or transferring a portion of the Company’s assets such that the transaction shall, upon completion and in aggregation with all related sales, exchanges, leases, mortgages, pledges, or transfers of Company assets, cumulatively affect more than ten percent (10%) of the Company’s assets; (f) merging or consolidating with any other entity; (g) admitting new Members or Substitute Members; (h) organizing or acquiring any affiliate or subsidiary or acquiring any material ownership or equity interest in another entity; (i) initiating any Bankruptcy, receivership, or similar proceeding on behalf of the Company; (j) initiating dissolution and/or winding up of the Company; (k) authorizing the Company to engage in any business except as provided in Section 3.01: (1) amending the Certificate of Formation of the Company or restating with amendments the Certificate of Formation of the Company; (m) amending this Agreement; (n) entering into, amending, or terminating any agreement for the provision of any management services to the Company; (o) entering into, amending, or terminating any contract with any Member or Affiliate of a Member; or (p) any other act or decision which the Members may by supermajority designate as a Major Decision.
“Member” or “Members” means those persons listed as Members in Attachment A hereof, and any additional or Substitute Member admitted as a Member of the Company pursuant to the terms hereof.

“Net Cash from Sales or Refinancings” means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) of Company property and all refinancings of Company property, less any portion thereof used to establish reserves, all as determined by the Members. “Net Cash from Sales or Refinancing” shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Company property.

“Percentage Interest” means, with respect to any Member, the percentage determined by dividing the Capital Contribution of such Member by the Capital Contributions of all the Members.

“Person” means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments (whether federal, state or local, domestic or foreign, and including political subdivisions thereof) and agencies or other administrative or regulatory bodies thereof.

“Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative.

“Profits” or “Losses” means the net income or losses (or items thereof) of the Company as determined in accordance with the accounting methods followed by the Company for federal income tax purposes. “Profits” or “Losses” shall include net gains or losses as computed for federal income tax purposes from the sale or other disposition of all or part of the Company’s property or any other event or transaction not in the ordinary course of day-to-day operations of the Company (including the liquidation of the Company).

“Substitute Member” means a person admitted to all the rights of a Member pursuant to the provisions of Section 8.7 of this Agreement.

“Successor” means, with respect to a Member, a legally appointed successor in interest, including, but not limited to, the executor, administrator, guardian, conservator, or trustee in Bankruptcy, as the case may be, of such Member, and any legally appointed successor to such executor, administrator, guardian, conservator, or trustee in Bankruptcy.

“Supermajority” and “Supermajority Approval” means, with respect to any action or approval required of the Members making reference thereto, action taken or approval by Members holding not less than 66.66% of the Percentage Interests of the Company.

“Treasury Regulations” means the final and temporary Treasury Regulations promulgated under the Code. Any reference to a Treasury Regulation that is subsequently amended, modified, recodified, or otherwise superseded shall be deemed to be a reference to the superseding Treasury Regulation(s) to the greatest extent possible so as to achieve the result originally intended, if
possible, under this Agreement.

ARTICLE III

Purposes and Authorized Acts

3.1  Purpose and Scope. Subject to the provisions of this Agreement, the business and purpose of Company is to provide management services in connection with a Rhode Island Compassion Center. The Company may engage in any other business permitted under the Act that the Members shall deem such business activity to be in the best interests of the Company.

3.2  Authorized Acts. Subject to the terms hereof and to applicable law, the Company is authorized to perform all acts necessary, convenient, or incidental to the effectuation of its purposes.

ARTICLE IV

Members and Their Contributions

4.1  Members. The names and addresses of the Members are set forth on Schedule A attached hereto and incorporated herein for all purposes. In the event that additional Members or Substitute Members are admitted to the Company in accordance with the provisions of Section 4.3 or Section 8.7 hereof, respectively, Schedule A shall be amended to reflect such additional Members or Substitute Members.

4.2  Record Holders. Unless the Members determine otherwise, the Company will not issue certificates representing the Members' Percentage Interests in the Company. The Company shall keep a register or other records which reflect the Members' Percentage Interests in the Company.

4.3  Additional Members. Except as otherwise provided in Article VIII with respect to Substitute Members, additional Members only may be admitted with the prior written consent of Members comprising a Supermajority. Such additional Members shall execute and acknowledge a counterpart to this Agreement or shall otherwise evidence in writing their agreement to be bound by the terms hereof in such manner as the Members shall determine.

4.4  Liability of Members. No Member shall be liable for the obligations of the Company solely by reason of being a Member. No Member shall be required to make any contributions to the capital of the Company other than as provided in this Article. No Member shall be liable for the return of the Capital Contributions of any other Member or the payment of interest thereon.

4.5  Initial Capital Contributions. The Members have each contributed to the capital of the Company, or agreed to provide services in exchange for each Member's Percentage Interest in the Company, as set forth in Schedule A.

In the event that an additional Member or Substitute Member is admitted to the Company in accordance with Section 4.3 or Section 8.7 hereof, respectively, or if an additional Capital Contribution or agreement to provide services is made by or on behalf of a Member in accordance with Section 4.6 hereof, Schedule A shall be amended to reflect the Capital Contribution or value
of said agreement for each such additional Member, Substitute Member and/or Member’s Percentage Interest in the Company.

4.6 Additional Capital Contributions. The Members may make and the Company may accept such additional contributions of property or services from Members from time to time as the Members shall approve. Loans to the Company by any Member may be considered Capital Contributions as approved by the Members.

4.7 Compensation of Members for Service Contributions. The Company may compensate Members for services rendered to or on behalf of the Company as determined by the Members. Members’ compensation may be determined with or without regard to Profits or other indicators of the results of operations. Compensation paid to Members hereunder shall be treated as an expense for purposes of determining Profits. The Company shall reimburse each Member for reasonable expenses properly incurred by such Manger(s) and/or Member on the Company’s behalf if approved by the Members.

4.8 No Right to Demand Return of Contributions. A Member shall not be entitled to demand the return of, or to withdraw, any part of its Capital Contribution, except as provided in this Agreement.

ARTICLE V

Allocations; Maintenance of Capital Accounts

5.1 Allocations; General Rules.

A. After giving effect to the special allocations, if any, set forth in this Agreement, Profits and Losses for any Fiscal Year shall be allocated among the Members in proportion to their respective Percentage Interests.

B. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations, including allocations of Book Profits and Losses, not otherwise provided for, shall be divided among the Members in proportion to their respective Percentage Interests.

5.2 In General.

A. The provisions of this Agreement relating to allocations and the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulation.

B. Income Tax Consequences. The Members intend for the Company to be considered a partnership for federal income tax purposes and agree that the Company will be governed by the provisions of Subchapter K of the Code and the applicable Treasury regulations promulgated thereunder. The Members are aware of the income tax consequences of the allocations made by this Article and hereby agree to be bound by the provisions of this Article in reporting their shares of Company income and loss for income tax purposes.
5.3 Allocations; Special Rules. The Members hereby agree to be bound by the special allocation rules set forth in Attachment B attached hereto and incorporated herein for all purposes.

5.4 Maintenance of Capital Accounts; General Rules.

A. A Capital Account shall be maintained on the books of the Company for each Member, which shall be (i) credited with the Member's Capital Contributions and assessments and the amount of any liabilities that are assumed by such Member or that are secured by any property distributed to such Member; (ii) credited with such Member’s distributive share of Profits and any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits; (iii) charged with such Member’s distributive share of Losses and any nondeductible expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(j) and not otherwise taken into account under this Section; and (iv) charged with any distributions to such Member and with the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

B. Upon the sale, exchange, or other transfer of an Interest, or the assignment of such Interest to a new Member, the Capital Account of the transferor Member shall carry over pro rata to the transferee Member.

C. A Member shall not be entitled to demand the return of, or to withdraw, any part of its Capital Account, or to receive any distribution, except as provided in this Agreement.

5.5 Maintenance of Capital Accounts; Special Rules.

A. Gross Asset Value; Adjustments. In the case of property other than cash contributed to the Company or distributed to a Member, each Member’s Capital Account will be credited with the Gross Asset Value of property contributed to the Company by such Member (net of liabilities assumed by the Company and liabilities to which such contributed property is subject) and shall be debited with the cash and the Gross Asset Value of property distributed to such Member (net of liabilities assumed by such Member and liabilities to which such distributed property is subject). For purposes of determining and maintaining the Members’ Capital Accounts, the Gross Asset Value of Company assets shall be adjusted as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the Gross Fair Market Value of such asset;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective Gross Fair Market Values, as determined by the Members, as of the following times: (a) the acquisition of additional Interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(b) upon liquidation of the Company; (c) upon the distribution by the Company of more than a de minimis amount of money or other Company property to a retiring or continuing Member as consideration for such member’s Interest in the Company; or (d) under generally accepted industry accounting practices (provided, however, as to clause (d), that substantially all of the
Company’s property (excluding money) consists of stock, securities, commodities, options, warrants, futures, or similar instruments that are readily tradable on an established securities market;

(iii) If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsection (i) or (ii) of this Section 5.5A, such Gross Asset Value shall thereafter be adjusted by the Book Depreciation taken into account with respect to such asset for purposes of computing Book Profits and Losses, as set forth in Section 5.5B; and

(iv) In the event the Gross Asset Values of Company assets are adjusted pursuant to subsections (i) through (iii) of this Section 5.5A the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Company recognized gain or loss equal to the amount of such aggregate net adjustment.

B. Computation of Book Profits and Losses. For purposes of determining and maintaining the Members’ Capital Accounts and the computation of Book Profits and Losses only, the following adjustments shall be made to the calculation of Profits and Losses reflected in the Members’ Capital Accounts:

(i) Book Profit or Loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value, adjusted in accordance with Section 5.5A, of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from such Gross Asset Value.

(ii) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such Profits or Losses, there shall be taken into account Book Depreciation for such Fiscal Year or other period.

(iii) Allocations of Book Profits and Losses among the Members shall be made in accordance with the provisions of this Article respecting allocations of Profits and Losses among Members.

B. Members’ Share of Nonrecourse Liabilities. For purposes of Code Section 752, each Member’s share of Company nonrecourse liabilities shall be determined in accordance with Treasury Regulation Section 1.752-3(e). For purposes of determining each Member’s proportionate share of the excess nonrecourse liabilities of the Company pursuant to Treasury Regulation Section 1.752-3(a)(3), the Members’ respective interests in Profits shall be their respective Percentage Interests.

ARTICLE VI

Distribution of Cash Flow and Proceeds of Transactions Not in the Ordinary Course of Business

6.1 Cash Flow. Cash Flow shall be distributed to the Members as reasonably determined by the Members in accordance with each Member’s respective Percentage Interest; provided, however, that subject to the limitations on distributions described in clauses (a) and (b) in the immediately
succeeding sentence, unless the Members decide otherwise, Cash Flow shall be distributed at a minimum to the Members in accordance with their respective Percentage Interests at such times and in such amounts reasonably estimated by the Members to be sufficient to cover fully the federal and state income taxes payable by the Members on taxable income of the Company allocated to them, such estimated amount to be calculated for the Fiscal Year by multiplying the Profit of the Company for the Fiscal Year by the highest combined marginal federal and state income tax rate applicable to any Member for the Fiscal Year. In no event, however, shall any distribution from Cash Flow be made under this Section to the extent that such distribution would (a) violate the terms of any financing arrangement to which the Company is a party, or (b) result in an inability on the part of the Company to pay its debts as they become due.

6.2 Net Cash From Sales or Refinancings. Except as otherwise provided in Article X, Net Cash from Sales or Refinancings shall be distributed to the Members in accordance with their respective Percentage Interests at such time or times and in such amounts as the Members deem appropriate.

6.3 Distributions Other Than Cash. No Member shall have any right to demand or receive property other than cash in respect of any part of such Member’s contribution to the capital of the Company or a share of the Company’s Profits or any distribution. A Member shall have a right to distributions of cash, including the return of such Member’s Capital Contribution, only in the circumstances set forth herein.

ARTICLE VII

Rights, Powers, Duties, and Obligations of the Members

7.01 Management of the Company.

A. Management by Members. The Company shall be managed by Members. The Members shall have complete and exclusive control over the management of the business of the Company.

B. In the event the Members elect by a supermajority to be Manager Managed, the number of Managers serving at any given time will be the number elected by the Members, but the number of Managers shall not be less than one (1) nor more than three (3). The Manager(s) shall have such rights, duties and powers as are specified in this Agreement and the Act or as may be prescribed by the Members.

C. Activities. In the event the Members elect by a supermajority to be Manager Managed, the Manager(s) shall devote so much of the Manager(s)’s business time and efforts to the furtherance of the business of the Company and performance of his/her responsibilities under this Agreement as the Manager(s) shall reasonably deem necessary.

D. Other Activities. Any Member may at any time, and from time to time, engage in and possess interests in other business ventures of any and every type and description (which may be in competition with the Company), independently or with others, and neither the Company nor any Member shall by virtue of this Agreement have any right, title, interest or claim in or to such independent ventures.

7.2 Meetings of Members.
A. *Meetings.* Meetings of the Members may be called by one or more Members with a majority of the Percentage Interest in the Company for any purpose or purposes unless otherwise prescribed by the Act.

B. *Notice of Meeting.* Written or telephonic notice stating the place, day, and hour of the meeting shall be made not less than two (2) days before the date of the meeting, either personally, email, or by mail, to each Member of record who is entitled to vote at such meeting in accordance with the provisions of Section 13.2 hereof. When Members holding in excess of fifty percent (50%) of the Percentage Interests of the Company are not present at any meeting, sign a written waiver of notice of such meeting or subsequently ratify all the proceedings thereof, the transaction(s) of such meeting are as valid as if the meeting were formally called and notice had been given.

C. *Quorum.* Members holding in excess of fifty percent (50%) of the Percentage Interests of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than said quorum is represented at a meeting, a majority of the Percentage Interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

D. *Proxies.* At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by such Member’s duly authorized attorney-in-fact. Such proxy shall be filed by such Member before or at the time of the meeting. No proxy shall be valid after three (3) months from date of execution.

E. *Voting.* All voting of Interests of Members shall be based on the percentage of Interests owned by each Member as set forth in the Percentage Interest column of the table in Schedule A and not per capita based on the number of Members. Except as otherwise expressly set forth in this Agreement, a vote, action, or any other matter coming before the Members shall be deemed approved if approved by vote of the Members holding a majority of the Percentage Interests of the Company entitled to vote thereon and represented at such meeting; provided, however, that a Major Decision shall require Supermajority Approval. The Interest of any Member that is a corporation, partnership, or company may be voted by such officer, partner, agent, or proxy as the Bylaws of such entity may prescribe, or in the absence of such provisions as the Board of Directors of such entity may determine. The Interest of any Member that is held by a trustee, personal representative, administrator, executor, guardian, or conservator may be voted by such person, either in person or by proxy.

F. *Written Consent of Members.* Unless otherwise provided by the Act or this Agreement, any action required to be taken at a meeting of the Members or any other action which may be taken at a meeting of the Members may be taken without a meeting if a written consent setting forth the action so taken shall be signed one or more Members holding in excess of fifty percent (50%) of the Percentage Interests of the Company entitled to vote with respect to the subject matter thereof.

G. *Deadlock.*

1. In the event the Members, upon considering any decision requiring Supermajority approval, cannot reach the requisite Supermajority respecting such matter, they shall exercise reasonable
good faith efforts to resolve or compromise the dispute. Such efforts shall include, without being
limited to, at the request of either Member, at least two (2) meetings within the Initial 10-Day
Period to discuss and try to resolve the disputed matter. The “Initial 10-Day Period” shall be the
ten (10) calendar days immediately following the date as of which a Member gives written notice
to the other Member invoking the provisions of this Section following the failure of the Members
to vote by Supermajority in favor of any matter requiring Supermajority approval or to sign a
written consent approving such matter upon the request of a Member for execution of the same. A
Member (the “Initiating Member”) shall have the right at any time within ten (10) days after the
expiration of the Initial 10-Day Period to give written notice (the “Initial Offering Notice”) to the
other Member (the “Responding Member”) of the Initiating Member’s offer either to purchase all,
but not less than all, of the Responding Member’s Interest, or to sell to the Responding Member
all of the Initiating Member’s Interest, stating the price and the terms at which the Initiating
Member is willing to purchase the Responding Member’s Interest or to sell the Initiating Member’s
Interest, which price and terms shall be the same.

2. Within seven (7) days after receipt by the Responding Member of the Initiating Member’s
Initial Offering Notice, the Responding Member shall send to the Initiating Member a written
notice stating whether the Responding Member elects (i) to sell to the Initiating Member all of the
Responding Member’s Interest at the price and other terms stated in the Initial Offering Notice, or
(ii) to purchase from the Initiating Member the Initiating Member’s Interest at such price and other
terms. If the Responding Member shall fail to notify the Initiating Member whether the
Responding Member elects to sell or purchase within the time period specified above, such failure
shall be deemed to be an election to sell all of the Responding Member’s Interest to the Initiating
Member at the price and other terms set forth in the Initial Offering Notice. The Initiating Member
shall be entitled to withdraw the Initial Offering Notice by giving the Responding Member written
notice of the withdrawal prior to the earlier of (i) the date the Responding Member gives the
Initiating Member written notice of such Responding Member’s election to sell or purchase
pursuant to this Section 7.2G, or (ii) the date on which such Responding Member shall be
conclusively deemed to have elected to sell such Responding Member’s Interest to the Initiating
Member.

3. The closing of the sale of an interest in the Company pursuant to this Section 7.2G (the
“Closing”) shall be held at the principal offices of the Company, unless otherwise mutually agreed,
on a mutually acceptable date not more than seven (7) days after the expiration of the notice period
set forth in Section 7.2G(1). If this date is a Saturday, Sunday, or holiday, then the Closing shall
be held on the first business day thereafter. Unless otherwise specified in the terms of the Initial
Offering Notice or agreed to by the selling Member, the purchase price shall be paid in full by
bank or certified check at the Closing, against delivery of an Assignment in duly executed and in
suitable form, transferring the Interest of the selling Member to the purchasing Member, free of
any liens, encumbrances, or security interests.

7.3 Officers.

A. Appointment. The Members may appoint such officers of the Company as such Members
dean necessary or appropriate. The sole function of such officers shall be to carry out the decisions
of the Members. The officers shall have no authority to manage the business and affairs of the
Company except to the extent necessary to implement the decisions of the Members.
B. **Removal; Resignations.** Any officer or agent may be removed by the Members with or without cause. Any officer or agent may resign at any time by giving written notice to the Company at its principal office or to the Members. The resignation shall take effect at the time specified in the notice and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Removal or resignation of an officer shall not affect any rights accruing to the Company or such officer under any written employment or other agreement between the Company and such officer.

C. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled in the manner prescribed in this Section 7.3 for appointment to such office.

D. **Representations.** Any Person dealing with the Company may always rely on a certificate signed by the Membets and/or any officer as to: (i) the identity of the Members; (ii) the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Members or are in any other manner germane to the affairs of this Company; (iii) who is authorized to execute and deliver any instrument or document of the Company; or (iv) the authenticity of any copy of this Agreement and amendments thereto.

E. **Reimbursement.** The officers shall be entitled to reimbursement from Company funds for all reasonable expenses incurred on behalf of the Company in accordance with the then-current budget of the Company and such procedures as the Members may approve from time to time.

**ARTICLE VIII**

**Assignment of Interests**

8.1 **No Assignment.** A Member may not Assign all or any part of his / her / its Interest in the Company without Supermajority Approval. An Assignment of a Member’s Interest does not of itself dissolve the Company or permit the assignee to participate in the business and affairs of the Company, to become a Member, or to exercise any rights or powers of a Member with respect to the portion of the Interest so Assigned.

8.2 **Rights of Assignees.** An assignee who does not become a Substitute Member shall succeed only to the rights of such assignee’s assignor to receive distributions from the Company with respect to the portion of the Interest so Assigned. A Member whose Interest has been Assigned loses such Member’s right to vote and to express consent or approval on any issue hereunder to the extent of the proportion of the Interest so Assigned.

8.3 **Death or Incapacity.** In the event of the death or incapacity of a Member, the Successor shall be deemed an assignee and shall have only the rights accorded to assignees pursuant to Section 8.2, but only to the extent that a Supermajority of the Members, including the Interest of the assigning Member, agree to admit such assignee as a Substitute Member. Unless and until any such assignee is admitted to the Company as a Substitute Member pursuant to the terms of Section 8.7 such assignee shall have no right to participate in the management of the affairs of the Company, to vote any Interest Assigned to such assignee, or to exercise any rights or powers of a Member.
8.4 **Bankruptcy.** In the event of the Bankruptcy of a Member, the legally appointed Successor of such Member shall be deemed an assignee and shall have only the rights accorded to assignees pursuant to Section 8.2 but only to the extent that a Supermajority of the Members, including the Interest of the assigning Member, agree to admit such assignee as a Substitute Member. Unless and until any such assignee is admitted to the Company as a Substitute Member pursuant to the terms of Section 8.7 such assignee shall have no right to participate in the management of the Company, to vote any Interest Assigned to such assignee, or to exercise any rights or powers of a Member.

8.5 **Option to Purchase from a Non-Member.** The Company shall have the option to purchase all of the Interest held by an assignee who became an assignee other than as a result of a Termination Event and who has not become a Substitute Member. The Company shall have the right to exercise this option to purchase for a period of two (2) years from the date of the Assignment. The Company shall exercise this option by delivering to the assignee holding the Interest a notice in writing stating the date on which the sale of the Interest shall take place, such date not to be less than thirty (30) days nor more than sixty (60) days from the date of receipt of such notice by the assignee holding the Interest to be purchased. The purchase price of the Interest shall be the lesser of (i) the Fair Interest Value at the time the Company makes the election to purchase the Interest, or (ii) the Fair Interest Value at the time that the Member made the Assignment that is the subject of this option to purchase.

8.6 **Company Purchase of a Member’s Interest upon a Termination Event.**

A. Upon a permitted withdrawal of a Member from the Company, unless otherwise agreed by the withdrawing Member (“Transferring Member”) and the Members, such Transferring Member shall sell such Member’s Interest to the Company, and the Company shall purchase such Member’s Interest, all as provided in this Section 8.6. All decisions of the Company with respect to the purchase of the Interest of a Transferring Member shall be made by the Members.

B. In the event of death or incapacity of a Member, that Members heir(s) or devisee(s) may retain membership as Assignee(s) in accordance with Section 8.2 or may sell the membership interest subject to a right of first refusal retained by the Company.

C. The purchase price of such Transferring Member’s Interest shall equal its Fair Interest Value determined in accordance with this Agreement as of the date on which the Termination Event occurred.

D. If the Termination Event triggering a purchase and sale hereunder is the approved withdrawal of a Member, the closing of the purchase and sale of the Transferring Member’s Interest shall be thirty (30) days after the date of the Termination Event, unless otherwise mutually agreed by the Transferring Member and the Members. If the Termination Event triggering a purchase and sale hereunder is the death or incapacity of a Member, the closing of the purchase and sale of the Transferring Member’s Interest shall be six (6) months after the date of the Termination Event, unless otherwise mutually agreed by the Transferring Member and the Members. In any case, the closing may be reasonably postponed to permit determination of Fair Interest Value as provided herein. At the time and place provided for the closing (a) the Transferring Member shall tender to the Company an Assignment of the transferred Interest, duly executed and free of any liens,
encumbrances, or security interests, and (b) the Company shall tender to the Transferring Member the purchase price of the transferred Interest. The purchase price shall be paid, without interest, in cash or by certified or bank check.

8.7 Substitute Members. No assignee of a Member’s Interest shall have the right to be admitted as a Substitute Member with respect to any Interest in place of such assignee’s assignor unless: (a) the assignor shall designate in writing satisfactory to the Members, the Member-assignor’s intention that such assignee is to become a Substitute Member; (b) the assignee shall agree in writing to be bound by all of the terms of this Agreement in a written instrument satisfactory to the Members; (c) the Members shall consent in writing to the admission of the assignee as a Substitute Member; (d) the assignee shall execute and/or deliver such instruments as the Members deem necessary or desirable to effect such assignee’s admission as a Substitute Member and to evidence such assignee’s acceptance of the terms of this Agreement; and (e) the assignee shall pay all reasonable expenses in connection with such assignee’s admission as a Substitute Member.

8.8 Withdrawal. A Member may not withdraw from the Company without the prior written consent of the Members.

ARTICLE IX

Books, Records, and Company Information

9.1 Books and Records. The Company shall maintain records as are pertinent to the Company’s business operations. Members shall be provided access to any and all corporate and financial documents and shall be entitled to review and copy said documents.

9.2 Accounting and Tax Information. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting method followed by the Company for federal income tax purposes. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company’s business. The Members shall use their collective best efforts to cause the Company to deliver to each Member within ninety (90) days after the end of each Fiscal Year all information necessary for the preparation of such Member’s federal income tax return.

9.3 Protection of Trade Secrets. Each Member agrees to protect and not to misappropriate the trade secrets and confidential information of the Company. The parties agree that the foregoing restriction is reasonable in scope and that the breach of such restriction would result in irreparable harm to the Company for which damages would be an inadequate remedy. Accordingly, this restriction may be specifically enforced in any court of competent jurisdiction by the Company, by the Members, any Member of the Company, or by any successor to the Company.

ARTICLE X

Dissolution

10.1 Dissolution. The Company shall be dissolved, and its affairs shall be wound up upon the first to happen of (a) the sale of all or substantially all of the assets of the Company, or (b) approval of the dissolution of the Company by the Members.
10.2 Liquidation. Upon dissolution of the Company, the assets of the Company shall be liquidated by the Members as promptly as practicable. The provisions of this Section shall be subject to the rights of the Members to continue the business of the Company for the purpose of winding up the affairs of the Company. During the liquidation of the Company, the Members shall have sole discretion to determine whether any asset is suitable for public or private sale and all assets of a saleable value shall be sold. It is agreed that any Member may purchase said assets at said sale. The Members shall be given at least fifteen (15) days’ prior written notice of any such liquidating sale of all or any part of the Company’s assets, which notice shall specify the assets to be sold and the time, date, location, and conditions of sale. Upon liquidation of the assets of the Company, the cash proceeds from the sale of Company assets and the other unliquidated assets of the Company shall be applied in the following order of priority:

(i) To the payment, to the extent required by any lender or creditor, including Members who are creditors, of all debts, obligations, and liabilities of the Company and to the payment of taxes then due and payable. Should there be any contingent debts, commitments, obligations, or liabilities, a reserve shall be set up to meet such items, and if and when or to the extent that said contingency shall cease to exist, the moneys or other assets, if any, in reserve, shall be distributed as hereinafter provided in this Section 10.2:

(ii) To the Members, an amount equal to their remaining Capital Account balances, after giving effect to all contributions, distributions, and allocations for all periods; and

(iii) Any balance, to the Members in accordance with their Percentage Interests.

10.3 Final Accounting. Upon dissolution and liquidation, a statement shall be sent to each Member within sixty (60) days after liquidation setting forth the assets and liabilities of the Company.

10.4 Articles of Dissolution. Not later than thirty (30) days following the dissolution and winding up of the Company, the Members shall file or cause to be filed Articles of Dissolution with the Secretary of the State for the State of Rhode Island in accordance with the Act.

ARTICLE XI

Interested Transactions; Loans by Members

11.1 Interested Transactions. With the approval of the disinterested Members, any Member or Affiliate of a Member may act as attorney for, deal and contract with, and be employed by the Company, and any Member or Affiliate of a Member may be in any manner interested in or connected with any corporation, association, or business in which the Company is directly or indirectly interested, all in the same manner and with the same freedom as though such Member were not a Member and without accountability for any profit, benefit, or compensation received in connection with such actions or relationships, none of which shall be void or voidable by reason of such relationship; provided, however, that the terms of any such dealings, contracts, or employment shall be no less favorable than those of a similar transaction with an independent third party.

11.2 Loans by Members. If a Member shall make loans or lend money to the Company or
advance monies on its behalf, the amount of any such loan or advance shall not be an increase in the Capital Contribution of such Member, entitle such Member to any increase in such Member’s Percentage Interest or share of the Profits or distributions of the Company, nor subject such Member to any greater proportion of the Losses which the Company may sustain, unless otherwise agreed by the Members. Any and all loans or money lent to the Company shall be repayable on such terms and conditions as shall be agreed upon by the advancing Member and the Members.

ARTICLE XII

Indemnification and Exclusion of Liability

12.1 Indemnification. Subject to the exclusions hereinafter set forth, the Company will indemnify an Indemnified Person against and defend and hold the Indemnified Person harmless from any Damage or Expenses.

12.2 Exclusions. The Company will not be liable to pay any Damages or Expenses: (a) for which payment is actually made to or on behalf of the Indemnified Person under such liability insurance policy as may be maintained by the Company (except for any deductible under, or excess beyond the amount covered by, such insurance); (b) for which the Indemnified Person is otherwise indemnified or reimbursed; (c) with respect to a Proceeding in which a final judgment or other final adjudication determines that the Indemnified Person is liable to the Company for (i) a breach of the Indemnified Person’s duty of loyalty to the Company or its Members, (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) liability imposed pursuant to the provisions of the Act, or (iv) any transaction from which the Indemnified Person derived an improper personal benefit; or (d) if a final judgment or other final adjudication determines that such payment is unlawful (each an “Excluded Claim”).

12.3 Notice to Company; Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding the Indemnified Person will, if indemnification with respect thereto may be sought from the Company under this Article, notify the Company of the commencement thereof. If, at the time of the receipt of such notice, the Company has any liability insurance in effect, the Company will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Company will thereafter take all necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Damage and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

12.4 Indemnification Procedures.

A. Payment of Damages. The Company shall reimburse the Indemnified Person for, or pay on behalf of the Indemnified Person, the amount of any Damage which results from a claim which is not an Excluded Claim within sixty (60) days of the Indemnified Person’s written request for reimbursement for or payment of an item of Damage.

B. Advance Payment of Expenses. Payment of an Indemnified Person’s Expenses in advance of the final disposition of any Proceeding will be made within twenty (20) days of the Indemnified Person’s written request therefor, so long as (i) the defense of the claim against the Indemnified
Person is not undertaken pursuant to any liability insurance maintained by the Company, (ii) the Indemnified Person has executed a written agreement to repay the Company for any Expenses if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was otherwise not entitled to indemnification, and (iii) the Expenses do not in and of themselves constitute an Excluded Claim.

12.5 Settlement. The Company will have no obligation to indemnify the Indemnified Person under this Article for any amounts paid in settlement of any Proceeding effected without the Members’ prior written consent. The Members will not unreasonably withhold or delay the consent to any proposed settlement. The Members may consent to a settlement subject to the requirement that a determination thereafter will be made as to whether the Proceeding involved an Excluded Claim.

12.6 Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under the Act, any agreement, any vote of Members, or otherwise, both as to action in the Indemnified Person’s official capacity and as to action in any other capacity while holding such position or office, and shall continue after the Indemnified Person ceases to serve the Company in an official capacity.

12.7 Enforcement.

A. In General. The Indemnified Person’s right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction.

B. Costs and Expenses. In the event that any action is instituted by the Indemnified Person under this Article to enforce or interpret any of the terms of this Article, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys’ fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

12.8 Successor and Assigns. This Article will be (a) binding upon all successors and assigns of the Company (including any transferee of all or substantially all of its assets), and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person. If the Company sells or otherwise transfers all or substantially all of its assets to a third party, the Company will, as a condition of such sale or other transfer, require such third party to assume and perform the obligations of the Company under this Article.

12.9 Amendment. No amendment of this Article will be effective as to an Indemnified Person without such Indemnified Person’s written consent.

12.10 Acceptance by Indemnified Person. This Article will apply and the benefits hereof will be available to each Member and officer, if any, of the Company who by accepting his, her or its respective position and serving on behalf of the Company will be deemed to have accepted the provisions of this Article and to have agreed to abide by the terms contained herein.

12.11 Exclusion from Liability. In accordance with the Articles of Formation of the Company and without limiting rights of indemnification hereunder, no Manager or Member shall have
personal liability to the Company or to the Members for monetary damages for breach of such Member's duty as a Member; provided, however, that this provision shall not eliminate or limit the liability of such Manager or Member (i) for any breach of the Member's duty of loyalty to the Company or to the Members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Member derived an improper personal benefit.

ARTICLE XIII

Miscellaneous

13.1 Tax Matters Member. Shane Cooper shall be the “Tax Matters Member.” The Tax Matters Member may be changed by the Members in accordance with the Code. The Tax Matters Member shall keep each Member informed of all administrative and judicial proceedings for the adjustment at the Company level of the treatment for federal income tax purposes of items within the meaning of Section 6223(g) of the Code, and shall have all of the obligations, rights, and authority to bind the Members in connection with such proceedings as set forth in Sections 6221 through 6231 of the Code. The Company shall pay all expenses of the Tax Matters Member incurred in connection with the conduct of such proceedings on behalf of the Members, but the Company shall not be required to pay the expenses of any other Member who elects to participate in such proceedings. The Members shall promptly inform the Tax Matters Member of any change in their addresses. The Tax Matters Member shall not be liable to the Company or to any Member for any loss or expense, or disallowance of deduction, credit, or beneficial tax treatment of any item of Company income or Loss arising from the conduct, settlement, or final adverse determination of the administrative or judicial proceedings described above; provided, however, that such Tax Matters Member acted in good faith and not with misconduct or in willful breach of the fiduciary duties hereunder.

13.2 Notices. Any notices required to be given hereunder shall be effective if hand delivered, sent by generally recognized overnight courier service (charges prepaid), emailed, or mailed to the Members and Company at the principal place of business as set forth in Section 1.3 hereof and to the Members entitled to notice at the email and address set forth above or as otherwise set forth in the records of the Company as of the date notice is given. If mailed, notice shall be deemed to be delivered to the Company (i) when deposited in the United States mail, with postage thereon prepaid, and (ii) when emailed or faxed, notice shall be deemed to be delivered when emailed or faxed to a Member of the Company at the email address or fax number provided by the Member or Company. Any Member may also indicate counsel to whom a courtesy copy of any such notice is to be provided.

13.3 Governing Law. The provisions of this Agreement shall be construed, administered, and enforced according to the laws of the State of Rhode Island without regard to its conflict of laws rules.

13.4 Pronouns. In any place in this Agreement where the context may require it, feminine or masculine pronouns shall be substituted for those of the neuter gender, the plural for the singular, and the singular for the plural.
13.5 **Titles.** The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

13.6 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of all parties hereto and their heirs. Successors, assigns, and legal representatives.

13.7 **Severability.** If any provision of this Agreement is determined by a court to require the Company to perform or to fail to perform an act which is in violation of applicable law, this Agreement shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Agreement shall be enforceable in accordance with its terms.

13.8 **Counterparts.** This Agreement may be signed in one or more counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart, provided, however, that no such counterpart shall be binding on the Company unless accepted in writing by the Members.

13.9 **Amendment.** This Agreement may be amended only with the Supermajority approval of the Members.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE]
By signing below, each of the undersigned adopt the foregoing Operating Agreement for themselves as Members on behalf of the Company as of the day and year first set forth above.

**MEMBER**

[Signature]

Name: David Johnston

**MEMBER**

[Signature]

Name: Shane Cooper

**MEMBER**

[Signature]

Name: Andy Cotton

**MEMBER**

[Signature]

Name: Jeffrey Padwa
# Schedule A

**To Operating Agreement of\nCompassion Management LLC**

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage Interest (%)</th>
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<tbody>
<tr>
<td>David Johnston</td>
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<tr>
<td>Shane Cooper</td>
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<tr>
<td>Andy Cotton</td>
<td></td>
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<tr>
<td>Jeffrey Padwa</td>
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5.3. Allocations; Special Rules.

Definitions.

“Member Loan Nonrecourse Debt Minimum Gain” has the meaning attributed to “partner nonrecourse debt minimum gain” in Treasury Regulation Section 1.704-2(i)(3), where the word “partner” shall be deemed to refer to a Member.

“Member Loan Nonrecourse Deductions” means any deductions of the Company that are attributable to a nonrecourse liability for which a Member bears the risk of loss within the meaning of Treasury Regulation Section 1.704-2(i).

“Minimum Gain” means the amount determined by computing, with respect to each nonrecourse liability of the Company, the amount of Profits, if any, that would be realized by the Company if it disposed of (in a taxable transaction) the property subject to such liability in full satisfaction thereof and for no other consideration, and by then aggregating the amounts so computed, in accordance with Treasury Regulation Section 1.704-2(d). For purposes of determining the amount of such Profits with respect to a liability, the adjusted basis for federal income tax purposes of the asset subject to the liability shall be allocated among all the liabilities that the asset secures in the manner set forth in Treasury Regulation Section 1.704-2(d)(2). If Company property subject to one or more nonrecourse liabilities of the Company is, under Treasury Regulation Section 1.704-1(b)(2)(iv)(d), (f), or (r), properly reflected on the books of the Company at a book value that differs from the adjusted tax basis of such property, then the determination of Minimum Gain shall be made with reference to such book value.

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulation Section 1.704-2(c). The amount of Nonrecourse Deductions for a Fiscal Year of the Company equals the net increase, if any, in the amount of Minimum Gain during that Fiscal Year, determined according to the provisions of Treasury Regulation Section 1.704-2(c).

“Qualified Income Offset Amount” for a Member means the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year after giving effect to the following adjustments: (i) credit to such Capital Account an amount equal to the sum of (a) the Member’s Share of Minimum Gain immediately prior to the allocation or distribution, (b) the Member’s allocable share of any recourse indebtedness of the Company as determined under Section 752 of the Code, and (c) any unconditional obligation of such Member to contribute additional amounts to the capital of the Company in the future (to the extent not previously taken into account in determining such Member’s share of recourse liabilities of the Company), and (ii) debit to such Capital Account the allocations or distributions described in Section 5.3A(ii) that, as of the end of the taxable year, are reasonably expected to be made to such Member.

“Share of Minimum Gain” means, for each Member, the excess of (a) the sum of (i) the aggregate Nonrecourse Deductions allocated to such Member and such Member’s predecessors in interest up to that time, and (ii) the aggregate distributions to such Member and such Member’s predecessors in interest up to that time of proceeds of a nonrecourse liability that are allocable to an increase in Minimum Gain, over (b) the sum of (i) the aggregate share of the net decrease in
Minimum Gain allocated to such Member and such Member’s predecessors in interest up to that time, and (ii) the aggregate share of the decreases in Minimum Gain resulting from revaluations of Company property subject to one or more nonrecourse liabilities of the Company allocated to such Member and such Member’s predecessors in interest up to that time.

A. **Qualified Income Offset.**

(i) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Losses of the Company be allocated to a Member if such allocation would result in such Member having a Qualified Income Offset Amount. All Losses in excess of the Qualified Income Offset Amount shall be allocated first to those Members who would not have a Qualified Income Offset Amount after taking into account such allocation, and next among the Members in accordance with the provisions of Section 5.3A(ii).

(ii) Notwithstanding any other provision of Article V, in the event any Member unexpectedly receives (a) an adjustment to the Capital Account balance of such Member as described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (b) an allocation to such Member of loss or deduction of the type described in Treasury Regulation Section 1.704-1 (b)(2)(ii)(d)(5), or (c) a distribution to such Member in excess of any offsetting increase in the Member’s Capital Account balance during or prior to the year of distribution, items of Company Profits and of income that constitute a credit to such Member’s Capital Account shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations under Code Section 704(b), the Qualified Income Offset Amount created by such adjustments, allocations, or distributions as quickly as possible; provided, however, that an allocation pursuant to this Section 5.3A(ii) shall be made only if and to the extent that such Member would have a Qualified Income Offset Amount after all other allocations provided for in Article V have been tentatively made as if this Section 5.3A(ii) were not in this Agreement.

B. **Minimum Gain Allocation.**

(i) Notwithstanding any other provisions of Article V, if in any year there is a net decrease in the amount of the Company’s Minimum Gain, each Member will be allocated items of Profits and gain for such year equal to that Member’s share of the net decrease in Minimum Gain, within the meaning of Treasury Regulation Section 1.704-2(g)(2), and subject to the exceptions set forth in Treasury Regulation Section 1.704-2(f).

(ii) Allocations of Profits and gain (hereinafter referred to as a “Minimum Gain Chargeback”) required pursuant to this Section 5.3B shall consist first of gains recognized from the disposition of items of Company property subject to one or more nonrecourse liabilities of the Company to the extent of the decrease in Minimum Gain attributable to the disposition of such items of property (or if such gains exceed the amount of the Minimum Gain Chargeback required for such taxable year, the Minimum Gain Chargeback shall consist of a proportionate share of each such gain), and the remainder of such Minimum Gain Chargeback shall consist of a pro rata portion of the other items of Profits and gain of the Company for that year. If the amount of the Minimum Gain Chargeback requirement exceeds the Company’s Profits and gains for the taxable year, the excess shall carry over to subsequent years.

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C. Member Loan Nonrecourse Debt Minimum Gain. If in any year there is a net decrease (within the meaning of Treasury Regulation Section 1.704-2(i)(3)) in Member Loan Nonrecourse Debt Minimum Gain, any Member with a share of that Member Loan Nonrecourse Debt Minimum Gain (determined under Treasury Regulation Section 1.704-2(i)(3)) as of the beginning of the year shall be allocated items of Profits and gains for that year (and, if necessary, subsequent years) equal to that Member’s share of the net decrease in Member Loan Nonrecourse Debt Minimum gain in accordance with Treasury Regulation Section 1.704-2(i)(4).

D. Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be allocated among the Members in proportion to their Percentage Interests.

E. Member Loan Nonrecourse Deductions. Any Member Loan Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the loan to which such Member Loan Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(1).

F. Section 704(c) Allocations.

(i) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, Loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Gross Fair Market Value.

(ii) In the event the Gross Asset Value of any Company property is adjusted pursuant to Section 5.05A hereof, subsequent allocations of income, gain, Loss, and deduction with respect such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

(iii) Any elections or other decisions relating to Section 704(c) allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing any Member’s Capital Account, share of Book Profits and Losses, distributions, or other items pursuant to any provision of this Agreement.

G. Section 754 Election. Appropriate adjustments shall be made in the allocations to the Members under Article V in order to reflect adjustments in the basis of Company property permitted pursuant to an election if made by the Members under Section 754 of the Code. The Company will make the basis adjustments and calculate depreciation deductions in accordance with such adjustments only for those transferees who supply information to the Members that enables the Members to determine when, and at what price, the transferee acquired its interest.

H. Regulatory Allocations. The allocations set forth in Sections 5.3A, 5.3B, 5.3C, 5.3D, 5.3E and 5.3F (the “Regulatory Allocations”) are intended to comply with certain requirements of Treasury Regulation Section 1.704-1(b). It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special
allocations of other items of Profits, Losses, and items of income, gain, Loss, or deduction pursuant to this Section 5.3H. Therefore, notwithstanding any other provision of Article V (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of Profits, Losses, and items of income, gain, Loss, or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Capital Account balance is, to the extent possible, equal to the Capital Account balance each Member would have had if the Regulatory Allocations were not part of this Agreement and all items were allocated pursuant to Section 5.2. In exercising their discretion under this Section 5.3H, the Members shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.
DEMAND PROMISSORY NOTE

FOR VALUABLE CONSIDERATION RECEIVED, Rhode Island Care Concepts, Inc., a Rhode Island non-profit corporation (the "Company"), hereby unconditionally and irrevocably promises to pay on demand to Compassion Management LLC, a Rhode Island limited liability company (the "Lender") in the manner hereinafter provided, the principal amount that Lender loans to the Company, up to [redacted], together with interest on the principal thereon from the date hereof to maturity at an interest rate set forth in Section 2.

3. The Company shall start paying interest to Lender starting with the first quarter after the Company has ended the prior quarter with Available Cash.

4. This Note may be prepaid, in whole or in part, without penalty at any time. At maturity, or upon demand or default or failure to pay any installment of principal and interest required herein, the entire balance shall be immediately due and payable.

5. The note shall be secured by a first lien on any and all assets that are currently owned by and/or due to the Company as well as those assets that the Company may own or will be owed in the future with the exception of the Compassion Center license that Company seeks to obtain from the Rhode Island Department of Business Regulation, including, but not limited to, equipment, inventory, intellectual property, accounts receivable and real estate.

6. Any remedy of Lender upon default of the Company shall be cumulative and not exclusive and choice of remedy shall be at the sole election of Lender. The Company agrees to pay all costs of collection, including reasonable attorney's fees, whether or not any suit, civil action,
or other proceeding at law or in equity, is commenced. The Company waives demand, presentment for payment, protest and notice of protest and nonpayment of this Note and expressly agrees to remain bound for the payment of principal, interest and other sums provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of, said principal. No delay or omission on the part of the Lender in exercising any rights shall operate as a waiver of such right.

7. This Note shall be governed by the laws of the State of Rhode Island, and each party hereto agrees to venue and jurisdiction in the federal and state courts located in Rhode Island.

IN WITNESS WHEREOF, the parties hereto have caused this Demand Promissory Note to be executed as of this date November 24, 2020.

COMPANY,

Rhode Island Care Concepts, Inc.

[Signature]
David Johnston, Authorized Representative

LENDER,

Compassion Management LLC

[Signature]
Shane Cooper, Authorized Representative
PROMISSORY NOTE
SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the “Security Agreement”) is entered into as of December 2020, by and between Rhode Island Care Concepts, Inc., a Rhode Island non-profit corporation (the “Company”), and Compassion Management LLC, a Rhode Island limited liability company (the “Secured Party”).

RECITALS:

Company has borrowed funds and may borrow through subsequent advances additional funds, from Secured Party pursuant to a Promissory Note of even date herewith (the “Note”) the terms of which are incorporated herein by reference.

As security for its repayment obligations under the Note, Company has agreed to grant Secured Party a security interest in any and all of the assets that are currently owned by and/or due to the Company as well as those assets that the Company may own or will be owed in the future with the exception of the Compassion Center license that Company seeks to obtain from the Rhode Island Department of Business Regulation on the terms set forth in this Security Agreement.

NOW, THEREFORE, to that end and in consideration of the premises, covenants and agreements set forth below, and the mutual benefits to be derived from this Security Agreement, and other good and valuable consideration, the parties hereto agree as follows:

1. Security Interest. To secure the “Obligation” (as defined below), Company hereby transfers, conveys, assigns, and grants to Secured Party a security interest in all of Company’s assets, which may include one or more of the following items (hereinafter, collectively, the “Collateral”):

   a. General Intangibles. All of Company’s General Intangibles, now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term “General Intangibles” means all personal property (including things in action) other than goods, accounts, chattel paper, documents, instruments, and money, and includes, but is not limited to, licenses, business records, deposit accounts, inventions, intellectual property, designs, patents, trademark applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names, goodwill, technology, knowhow, confidential information, trade secrets, customer lists, supplier lists, copyrights, copyright applications, copyright registrations, licenses, permits, franchises, tax refund claims, and any letters of credit, guarantee claims, security interests, or other security held by the Company to secure any “Accounts” (as hereinafter defined).

   b. Accounts (Including Accounts Receivable). All of Company’s Accounts, whether now existing or hereafter arising or acquired, together with the
proceeds therefrom. As used herein, the term “Accounts” means any right of Company to receive payment from another person or entity, including payment for goods sold or leased, or for services rendered, no matter how evidenced or arising, and regardless of whether yet earned by performance. It includes, but is not limited to, accounts, accounts receivable, contract rights, contracts receivable, purchase orders, notes, drafts, acceptances, all rights to payment earned or unearned, and other forms of obligations and receivables.

c. **Inventory.** All of Company’s Inventory, whether now owned or hereafter acquired, together with the products and proceeds therefrom and all packaging, manuals, and instructions related thereto. As used herein, the term “Inventory” means all goods, merchandise, and personal property held for sale or leased or furnished or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in Company’s business, wherever located and whether in the possession of Company, a warehouseman, a bailee, or any other person.

d. **Equipment.** All of Company’s Equipment, now owned or hereafter acquired, together with the products and proceeds therefrom, and all substitutes and replacements therefor. As used herein, the term “Equipment” includes all equipment, machinery, tools, office equipment, supplies, furnishings, furniture, or other items used or useful, directly or indirectly, in Company’s business, all accessions, attachments, and other additions thereto, all parts used in connection therewith, all packaging, manuals, and instructions related thereto, and all leasehold or equitable interests therein.

e. **Fixtures.** All of Company’s interest in and to all fixtures and furnishings, now owned or hereafter acquired, together with the products and proceeds therefrom, all substitutes and replacements therefor, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith, and all packaging, manuals, and instructions related thereto, located on or attached to Company’s business premises.

f. **Chattel Paper, Documents and Instruments.** All of Company’s right, title, and interest in any chattel paper, documents, or instruments, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of either Company or Secured Party, together with all proceeds therefrom. The terms “chattel paper,” “documents,” and “instruments” shall have those meanings ascribed to them in the Rhode Island Uniform Commercial Code.

2. **Exclusion.** The security interest shall not include the Compassion Center license that Company seeks to obtain from the Rhode Island Department of Business Regulation.

3. **Obligation.** This security interest is given as security for all indebtedness and obligations owed by Company to Secured Party, whether now existing or hereafter
incurred, under this Security Agreement or the Promissory Note, together with all extensions, modifications, or renewals thereof (hereinafter referred to, collectively, as the “Obligation”).

4. **Proceeds.** As used in this Security Agreement, the term “proceeds” means all products of the Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the Collateral, all property received wholly or partly in trade or exchange for any of the Collateral, all leases of any of the Collateral, and all rents, revenues, issues, profits, and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of any of the Collateral or any interest therein.

5. **Title; Filing.** Company warrants that, except as previously disclosed in writing to Secured Party, it is the owner of the Collateral free and clear of all liens, claims, and encumbrances of whatever kind or nature. Company covenants that so long as any portion of the Obligation remains unpaid, Company will not execute or file a financing statement or security agreement covering the Collateral to anyone other than Secured Party, except in the ordinary course of business or as otherwise allowed. Company agrees to sign and deliver one or more financing statements or supplements thereto or other instruments as Secured Party may from time to time require in order to comply with the Uniform Commercial Code or other applicable law to preserve, protect and enforce the security interest of Secured Party and to pay all costs of filing such statements or instruments. In addition, the Secured Party shall have the right to promptly file a financing statement to perfect Secured Party’s interest in the Collateral.

6. **Care of Collateral.** Company will keep in effect all licenses, permits and franchises required by law or contract relating to Company’s business (if applicable), property, or the Collateral; maintain insurance on the Collateral; keep the Collateral in good repair and be responsible for any loss or damage to it; at all times warrant and defend Company’s ownership and possession of the Collateral keep the Collateral free from all liens, claims, encumbrances and security interests; pay when due all taxes, license fees, and other charges upon the Collateral or upon Company’s business, property or the income therefrom; and not misuse, conceal or in any way use or dispose of the Collateral unlawfully or contrary to the provisions of this Security Agreement or of any insurance coverage. Loss of, damage to, or un-collectability of the Collateral or any part thereof will not release Company from any of its obligations hereunder.

7. **Default.** A default hereunder will occur if any of the following events occur: (1) Company fails to pay any portion of the Obligation when due; (2) Company fails to perform any undertaking or materially breaches any warranty or covenant in this Security Agreement or the Note; (3) any statement, representation or warranty of Company under this Security Agreement or the Note is untrue in any material respect when made; (4) Company becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is instituted by or
against it alleging that it is insolvent or unable to pay its debts as they mature; (5) dissolution of Company; (6) an attachment, garnishment, execution or other process is issued or a lien filed against any property of Company, which is not removed within a reasonable period of time; and (7) Company transfers an interest in any of the Collateral contrary to the provisions of this Security Agreement without the prior written consent of Secured Party other than in the ordinary course of business. Waiver of any default will not constitute a waiver of any other or subsequent default.

8. Remedies. Upon the occurrence of any default hereunder at any time thereafter, all of the Obligation will, at the election of Secured Party and without notice of such election, or demand for payment, become immediately due and payable and Secured Party will have the remedies of a secured party under the Rhode Island Uniform Commercial Code or other applicable law.

9. General. The waiver by Secured Party of any breach of any provision of this Security Agreement or warranty or representation herein set forth will not be construed as a waiver of any subsequent breach. The failure to exercise any right hereunder by Secured Party will not operate as a waiver of such right. All rights and remedies herein provided are cumulative. Company may not assign its rights or delegate its duties hereunder without Secured Party’s written consent. This Security Agreement may not be altered or amended except by a writing signed by all the parties hereto. This Security Agreement will be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Any provision hereof found to be invalid will not invalidate the remainder. All words used herein will be construed to be of such gender and number as the circumstances require. This Security Agreement binds Company, its successors and assigns, and inures to the benefit of Secured Party, its successors and assigns.

10. Notices. Any notice or other communication hereunder must be given in writing and either (i) delivered in person, (ii) transmitted by email, provided that any notice so given is also mailed as provided in clause (iii), or (iii) mailed, postage prepaid, or by an overnight delivery service, as follows:

If to Company, addressed to:

Rhode Island Care Concepts, Inc.
Attention: David Johnston, President

If to Secured Party, addressed to:

Compassion Management LLC
Attention: Shane Cooper, Member
or to such other address or to such other person as any party shall have last designated such notice to the other parties. Each such notice or other communication shall be effective (i) if given by mail, three days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (ii) if given by email, when confirmation of delivery is generated and a duplicate copy is mailed, postage prepaid, or (iii) if given by any other means, when actually delivered at such address.

**IN WITNESS WHEREOF**, the Parties to this Agreement have executed the same on the date first written above.

**SECURED PARTY:**

Compassion Management LLC

[Signature]

Shane Cooper, Authorized Representative

**COMPANY:**

Rhode Island Care Concepts, Inc.

[Signature]

David Johnston, Authorized Representative
ASSIGNMENT OF OPTION AGREEMENT

WHEREAS, CCJ, RIGP a Rhode Island General Partnership has executed a contract effective January 15, 2020 with RSP Realty, LLC as “Seller,” and CCJ, RIGP as “Lessee” of that certain real estate located at 711 Kingstown Rd. South Kingstown (Wakefield) R.I.

WHEREAS, CCJ, RIGP desires to assign all of its rights and obligations under said contract to Rhode Island Care Concepts, Inc.

WHEREAS Rhode Island Concepts, Inc. agrees to accept all rights and obligations under said contract.

THEREFORE, CCJ, RIGP hereby assigns his interest in the above-described contract to Rhode Island Care Concepts, Inc. which hereby accepts said assignment and agrees to act as “Lessee” under said contract.

Witness our hands and seals this ___ Day of December, 2020

CCJ, RIGP
David L. Johnston, Partner

Witness

CCJ, RIGP
Shane Cooper, Partner

Witness

CCJ, RIGP
Andrew Cotton, Partner

Witness

Rhode Island Care Concepts, Inc.

By: David L. Johnston, President

Witness

Rhode Island Care Concepts, Inc.

By: Andrew Cotton, Secretary

Witness
OPTION AGREEMENT

THIS OPTION AGREEMENT (the “Agreement”) is made this _5_ day of January 2020 (the Effective Date), by and amongst David Johnston, Shane Cooper and Andrew Cotton, operating as CCJ, a Rhode Island General Partnership, (or its successors and assigns) with a mailing address of [redacted] (hereinafter referred to as “Lessee” or “CCJ”) and RSP Realty, LLC a Rhode Island Limited Liability Company with a mailing address of [redacted] (hereinafter referred to as “Lessor” or “RSP”).

WITNESSETH:

WHEREAS, RSP is the owner of certain property located 711 Kingstown Road Wakefield, Rhode Island (the “Premises”); and

WHEREAS, CCJ, through its Partners, David Johnston, Shane Cooper and Andrew Cotton, are applying for a license from the Rhode Island Department of Business Regulation (DBR) and the Town of South Kingstown, for a license to own and operate a compassion center (the “License”); and

WHEREAS, RSP and CJP have agreed to negotiate in good faith to execute a lease for the Premises (the “Lease Agreement”) on terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the sum of [redacted] in hand paid by the parties one to the other, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged as follows:

- RSP agrees that CCJ may designate the Premises as its proposed location for the License and as such RSP Agrees not to lease, sell, convey or otherwise alienate the Premises during the pendency of this Agreement;

- CCJ agrees and understands that RSP shall continue to operate its business, as currently conducted from the Premises, during the Option Period;
• The terms and conditions under which RSP is willing to negotiate the Lease Agreement with CCJ are as follows:

  • **Premises:** The land, buildings, and all appurtenances thereon in there as is where is condition.

  • **Lease Term:** A period of ten (10) years commencing the earlier of; (a) August 1, 2020; or (b) CCJ's receipt of the License and any other necessary approvals from DBR and the Town of South Kingstown to operate a Compassion Center.

  • **Right of First Refusal:** Following the Purchase Option Date and for the remainder of the Lease Term, CCJ shall have first right of refusal for the purchase of the Premises.

  • In the event CCJ is denied its license either by DBR, municipality, or any other regulatory agency with jurisdiction, then CCJ may terminate this agreement by not less than thirty (30) days written notice to RSP and thereafter this agreement and all obligations there in shall cease and terminate.

  • **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

**IN WITNESS WHEREOF,** the parties have executed and delivered this Agreement as of the Effective Date set forth above.
CCJ, RIGP

By: David L. Johnston, Authorized Partner

RSP Realty, LLC

By: Richard Clark, Member.
Advisory Board Agreement

WHEREAS: Rhode Island Care Concepts Inc. (RICC) is a Rhode Island Non-Profit Corporation organized for the purpose of providing knowledgeable expertise and safe access to legal medical marijuana to Rhode Island patients living with debilitating medical conditions and, which is applying for a license to operate a compassion center in Rhode Island;

WHEREAS RICC is seeking to formalize its relationship with industry experts who share RICC’s purpose, and who are available and dedicated to offer their guidance, input and advice relevant to their fields of expertise so that RICC may better serve it patients, partners and the community;

WHEREAS RICC has created an Advisory Board, composed of industry experts in the fields of patient care / pain management, pharmaceutical distribution, medical cannabis sales and security;

NOW THEREFORE, the undersigned Philip Salko, M.D., (“Advisory Board Member”), an expert in the field of Medical Care (see attached Resume) agrees to serve as an Advisory Board Member to Rhode Island Care Concepts, Inc. The role of Advisory Board Members shall be to guide RICC in their specific areas of expertise when requested by RICC management, as well as whenever Advisory Board Members becomes aware of information, research, data or the like that should be shared with RICC’s management, in order to help RICC meet its purpose and to ensure RICC’s successful operation.

Members of the Advisory Board shall not hold any direct or indirect operational control or management authority over RICC. Members of the Advisory Board are not directors, managers, or officers of RICC. As such, Advisory Board Members are not liable for the actions or omissions of RICC, and RICC agrees to indemnify and hold-harmless Advisory Board Members for any claims or actions taken against them arising from their role as an Advisory Board Member of RICC.

Advisory Board Members agree to be available on an as needed basis at reasonable hours to consult with RICC’s management team, respond to questions and otherwise advise RICC in their respective areas of expertise, and also to proactively share relevant information, research, data and the like with RICC, in the event they become aware of such knowledge and believe that RICC’s management would benefit

Signed as a sealed instrument this 7 Day of December, 2020

Philip Salko, MD, FAAFP, CAQSM
Medical Care Expert

David L. Johnston, President
Rhode Island Care Concepts, Inc.
Advisory Board Agreement

WHEREAS: Rhode Island Care Concepts Inc. (RICC) is a Rhode Island Non-Profit Corporation organized for the purpose of providing knowledgeable expertise and safe access to legal medical marijuana to Rhode Island patients living with debilitating medical conditions and, which is applying for a license to operate a compassion center in Rhode Island;

WHEREAS RICC is seeking to formalize its relationship with industry experts who share RICC’s purpose, and who are available and dedicated to offer their guidance, input and advice relevant to their fields of expertise so that RICC may better serve its patients, partners and the community;

WHEREAS RICC has created an Advisory Board, composed of industry experts in the fields of patient care/pain management, pharmaceutical distribution, medical cannabis sales and security;

NOW THEREFORE, the undersigned, Sean Crowley ("Advisory Board Member"), an expert in the field of Security (see attached Resume) agrees to serve as an Advisory Board Member to Rhode Island Care Concepts, Inc. The role of Advisory Board Members shall be to guide RICC in their specific areas of expertise when requested by RICC management, as well as whenever Advisory Board Members becomes aware of information, research, data or the like that should be shared with RICC’s management, in order to help RICC meet its purpose and to ensure RICC’s successful operation.

Members of the Advisory Board shall not hold any direct or indirect operational control or management authority over RICC. Members of the Advisory Board are not directors, managers, or officers of RICC. As such, Advisory Board Members are not liable for the actions or omissions of RICC, and RICC agrees to indemnify and hold-harmless Advisory Board Members for any claims or actions taken against them arising from their role as an Advisory Board Member of RICC.

Advisory Board Members agree to be available on an as needed basis at reasonable hours to consult with RICC’s management team, respond to questions and otherwise advise RICC in their respective areas of expertise, and also to proactively share relevant information, research, data and the like with RICC, in the event they become aware of such knowledge and believe that RICC’s management would benefit from such knowledge. In addition to any other compensation the board may grant in its sole discretion,

Signed as a sealed instrument this 5th Day of December, 2020

[Signature]

David L. Johnston, President
Rhode Island Care Concepts, Inc.
Advisory Board Agreement

WHEREAS: Rhode Island Care Concepts Inc. (RICC) is a Rhode Island Non-Profit Corporation organized for the purpose of providing knowledgeable expertise and safe access to legal medical marijuana to Rhode Island patients living with debilitating medical conditions and, which is applying for a license to operate a compassion center in Rhode Island;

WHEREAS RICC is seeking to formalize its relationship with industry experts who share RICC’s purpose, and who are available and dedicated to offer their guidance, input and advice relevant to their fields of expertise so that RICC may better serve its patients, partners and the community;

WHEREAS RICC has created an Advisory Board, composed of industry experts in the fields of patient care / pain management, pharmaceutical distribution, medical cannabis sales and security;

NOW THEREFORE, the undersigned, Linda Pereira (attached Resume) agrees to serve as an Advisory Board Member to Rhode Island Care Concepts, Inc. The role of Advisory Board Members shall be to guide RICC in their specific areas of expertise when requested by RICC management, as well as whenever Advisory Board Members becomes aware of information, research, data or the like that should be shared with RICC’s management, in order to help RICC meet its purpose and to ensure RICC’s successful operation.

Members of the Advisory Board shall not hold any direct or indirect operational control or management authority over RICC. Members of the Advisory Board are not directors, managers, or officers of RICC. As such, Advisory Board Members are not liable for the actions or omissions of RICC, and RICC agrees to indemnify and hold-harmless Advisory Board Members for any claims or actions taken against them arising from their role as an Advisory Board Member of RICC.

Advisory Board Members agree to be available on an as needed basis at reasonable hours to consult with RICC’s management team, respond to questions and otherwise advise RICC in their respective areas of expertise, and also to proactively share relevant information, research, data and the like with RICC, in the event they become aware of such knowledge and believe that RICC’s management would benefit from such knowledge. In addition to any other compensation the board may grant in its sole discretion,

Signed as a sealed instrument this ______ Day of December, 2020

David L. Johnston, President
Rhode Island Care Concepts, Inc.

12/3/2020
Advisory Board Agreement

WHEREAS, Rhode Island Care Concepts Inc. ("RICC") is a Rhode Island Non-Profit Corporation organized for the purpose of providing knowledgeable expertise and safe access to legal medical marijuana to Rhode Island patients living with debilitating medical conditions and, which is applying for a license to operate a compassion center in Rhode Island; and

WHEREAS, RICC is seeking to formalize its relationship with industry experts who share RICC’s purpose, and who are available and dedicated to offer their guidance, input and advice relevant to their fields of expertise so that RICC may better serve its patients, partners and the community; and

WHEREAS, RICC has created an Advisory Board, composed of industry experts, including those in the fields of patient care, pain management, pharmaceutical distribution, medical cannabis sales and security;

NOW THEREFORE, the undersigned, __Connor Yost__ ("Advisory Board Member"), an expert in the field of __Cannabis Business Operations__ (see attached CV) agrees to serve as an Advisory Board Member to Rhode Island Care Concepts, Inc. The role of Advisory Board Members shall be to guide RICC in their specific areas of expertise when requested by RICC management, as well as whenever Advisory Board Members become aware of information, research, data or the like that should be shared with RICC’s management, in order to help RICC meet its purpose and to ensure RICC’s successful operations.

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Advisory Board Members agree to be available on an as needed basis at reasonable hours to consult with RICC’s management team, respond to questions and otherwise advise RICC in their respective areas of expertise, and also to proactively share relevant information, research, data and the like with RICC, in the event they become aware of such knowledge and believe that RICC’s management would benefit from such knowledge. In addition to any other compensation that may be grant in RICC’s sole discretion,

Signed as a sealed instrument this __9th__ Day of December, 2020

[Signatures]

Advisory Board Member

David L. Johnston, President
Rhode Island Care Concepts, Inc.
Advisory Board Agreement

WHEREAS, Rhode Island Care Concepts Inc. ("RICC") is a Rhode Island Non-Profit Corporation organized for the purpose of providing knowledgeable expertise and safe access to legal medical marijuana to Rhode Island patients living with debilitating medical conditions and, which is applying for a license to operate a compassion center in Rhode Island; and

WHEREAS, RICC is seeking to formalize its relationship with industry experts who share RICC’s purpose, and who are available and dedicated to offer their guidance, input and advice relevant to their fields of expertise so that RICC may better serve its patients, partners and the community; and

WHEREAS, RICC has created an Advisory Board, composed of industry experts, including those in the fields of patient care, pain management, pharmaceutical distribution, medical cannabis sales and security;

NOW THEREFORE, the undersigned, ___Alice Evans___ ("Advisory Board Member"), an expert in the field of ____Cannabis Business Operations___ (see attached CV) agrees to serve as an Advisory Board Member to Rhode Island Care Concepts, Inc. The role of Advisory Board Members shall be to guide RICC in their specific areas of expertise when requested by RICC management, as well as whenever Advisory Board Members become aware of information, research, data or the like that should be shared with RICC’s management, in order to help RICC meet its purpose and to ensure RICC’s successful operations.

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Advisory Board Members agree to be available on an as needed basis at reasonable hours to consult with RICC’s management team, respond to questions and otherwise advise RICC in their respective areas of expertise, and also to proactively share relevant information, research, data and the like with RICC, in the event they become aware of such knowledge and believe that RICC’s management would benefit from such knowledge. In addition to any other compensation that may be grant in RICC’s sole discretion,

Signed as a sealed instrument this ___9th____ Day of December, 2020

[Signature]
Advisory Board Member

[Signature]
David L. Johnston, President
Rhode Island Care Concepts, Inc.
ANNEX E

TO CC FORM 4:
Disclosure of Financial Transactions between Applicant/Licensee on the one hand and any immediate family members on the other hand.

1. Loan agreement naming David L. Johnston as Borrower and Richard L. Johnston and Joan Johnston as Lenders

2. There are no other financial transactions between applicant licensee on the one hand and immediate family members on the other hand.
LOAN AGREEMENT

December 1, 2020

Borrower:  David L. Johnston

Lender:    Richard L Johnston and Joan Johnston

To Whom it May Concern,

Sincerely,

[Signature]
Richard L. Johnston

[Signature]
Joan Johnston
ANNEX F

TO CC FORM 4
List of all Real Estate to be purchased or leased by the Applicant and Licensee

1. 711 Kingstown Road, South Kingstown, R.I.
   Assessor’s Plat 57-2 Lot 76

   See “Option Agreement” between the current owner, RSP Realty, LLC and CCJ, a Rhode Island General Partnership as affected as an assignment of Option Agreement from CCJ, RIGP to Rhode Island Care Concepts, Inc.
ASSIGNMENT OF OPTION AGREEMENT

WHEREAS, CCJ, RIGP a Rhode Island General Partnership has executed a contract effective January 15, 2020 with RSP Realty, LLC as “Seller,” and CCJ, RIGP as “Lessee” of that certain real estate located at 711 Kingstown Rd. South Kingstown (Wakefield) R.I.

WHEREAS, CCJ, RIGP desires to assign all of its rights and obligations under said contract to Rhode Island Care Concepts, Inc.

WHEREAS Rhode Island Concepts, Inc. agrees to accept all rights and obligations under said contract.

THEREFORE, CCJ, RIGP hereby assigns his interest in the above-described contract to Rhode Island Care Concepts, Inc. which hereby accepts said assignment and agrees to act as “Lessee” under said contract.

Witness our hands and seals this ___ Day of December, 2020

CCJ, RIGP

[Signature]
David L. Johnston, Partner

Witness

CCJ, RIGP

[Signature]
Shane Cooper, Partner

Witness

CCJ, RIGP

[Signature]
Andrew Cotton, Partner

Witness

Rhode Island Care Concepts, Inc.

By: David L. Johnston, President

Witness

Rhode Island Care Concepts, Inc.

By: Andrew Cotton, Secretary

Witness
OPTION AGREEMENT

THIS OPTION AGREEMENT (the “Agreement”) is made this ___ day of January 2020 (the Effective Date), by and amongst David Johnston, Shane Cooper and Andrew Cottom, operating as CCJ, a Rhode Island General Partnership, (or its successors and assigns) with a mailing address of [redacted] (hereinafter referred to as “Lessee” or “CCJ”) and RSP Realty, LLC a Rhode Island Limited Liability Company with a mailing address of [redacted] (hereinafter referred to as “Lessor” or “RSP”).

WITNESSETH:

WHEREAS, RSP is the owner of certain property located 711 Kingstown Road Wakefield, Rhode Island (the “Premises”); and

WHEREAS, CCJ, through its Partners, David Johnston, Shane Cooper and Andrew Cottom, are applying for a license from the Rhode Island Department of Business Regulation (DBR) and the Town of South Kingstown, for a license to own and operate a compassion center (the “License”); and

WHEREAS, RSP and CJP have agreed to negotiate in good faith to execute a lease for the Premises (the “Lease Agreement”) on terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the sum of [redacted] hand paid by the parties one to the other, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged as follows:

• RSP agrees that CCJ may designate the Premises as its proposed location for the License and as such RSP Agrees not to lease, sell, convey or otherwise alienate the Premises during the pendency of this Agreement;

• CCJ agrees and understands that RSP shall continue to operate its business, as currently conducted from the Premises, during the Option Period;
• The terms and conditions under which RSP is willing to negotiate the Lease Agreement with CCJ are as follows:

  • **Premises:** The land, buildings, and all appurtenances thereon in there as is where is condition.

  • **Lease Term:** A period of ten (10) years commencing the earlier of; (a) August 1, 2020; or (b) CCJ's receipt of the License and any other necessary approvals from DBR and the Town of South Kingstown to operate a Compassion Center.

  • **Right of First Refusal:** Following the Purchase Option Date and for the remainder of the Lease Term, CCJ shall have first right of refusal for the purchase of the Premises.

  • In the event CCJ is denied its license either by DBR, municipality, or any other regulatory agency with jurisdiction, then CCJ may terminate this agreement by not less than thirty (30) days written notice to RSP and thereafter this agreement and all obligations there in shall cease and terminate.

  • **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

**IN WITNESS WHEREOF,** the parties have executed and delivered this Agreement as of the Effective Date set forth above.
CC Form 4 Annex G – Equipment List

A. 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.

Rhode Island Care Concepts, Inc., does not intend to purchase or lease any individual type of equipment in the amount of $100,000 or more per calendar year.
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.

<table>
<thead>
<tr>
<th>Title</th>
<th>Managerial or Operational Control</th>
<th>Annual Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director 1</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Director 2</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Director 3</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Director 4</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>General Manager</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Controller</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Dispensary Manager</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Compliance Officer</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Security Director</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Director of Marketing &amp; Outreach</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Assistant Manager</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Inventory Manager</td>
<td>No</td>
<td>$50,000</td>
</tr>
<tr>
<td>Retail Staff (multiple)</td>
<td>No</td>
<td>$35,000 (avg)</td>
</tr>
<tr>
<td>Reception Staff (multiple)</td>
<td>No</td>
<td>$35,000 (avg)</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>State &amp; Name of Agency</th>
<th>Type of License</th>
<th>Name of Licensee</th>
<th>License or Registration #</th>
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</tbody>
</table>

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

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

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the statements made in this Form 5 and that each such notice shall include an updated Form 5.
Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 5 are complete, true, correct, and accurate.

David L. Johnston
Printed Name
Print Title: President
Print Name of Applicant/Licensee: Rhode Island Care Concepts, Inc.

Signature of Authorized Signatory ____________________________

Date 12/1/2020
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]

<table>
<thead>
<tr>
<th>Signature of Authorized Signatory</th>
<th>12/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>David L. Johnston</td>
<td>Date</td>
</tr>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Print Title: President</td>
<td></td>
</tr>
<tr>
<td>Print Name of Applicant/Licensee:</td>
<td>Rhode Island Care Concepts, Inc.</td>
</tr>
</tbody>
</table>
**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.

Rhode Island Care Concepts, Inc.’s interest holders and key persons shall have no material financial interest or control in any other compassion centers, cultivators or licensed cooperative cultivations.

Interest holders and/or key persons shall be required to notify the Chief Compliance Officer immediately in the event they obtain a material financial interest or control of another compassion center, cultivator or licensed cooperative cultivation, and appropriate measures will immediately be taken to remain in compliance with §§ 1.2(C)(4)(i) & 1.2(F)(7) including, if necessary, divestiture from Rhode Island Care Concepts, Inc.

Interest holders and key persons shall be required to certify annually that they continue to have no material financial interest or control in any other compassion centers, cultivators or licensed cooperative cultivations.
CC Exhibit B – Compliance Plan

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

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

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

[ATTACH AND SIGN BELOW]

Signature of Authorized Signatory

David L. Johnston
Printed Name
Print Title: President
Print Name of Applicant/Licensee: Rhode Island Care Concepts, Inc.

12/1/2020
Date
CC Exhibit B – Compliance Plan

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

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<td>Compliance Testing Policies &amp; Procedures</td>
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<tr>
<td>Standard Operating Procedures</td>
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<td>Auditing &amp; Monitoring</td>
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<td>Investigation &amp; Response</td>
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<td>Financial Interest Compliance Policies &amp; Procedures</td>
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<td>Home Delivery</td>
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<tr>
<td>Curbside Pickup &amp; COVID-19 Considerations</td>
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</tbody>
</table>
Introduction

Rhode Island Care Concepts (“The Company”) understands the risks and responsibilities that coincide with holding a Compassion Center license and plans to incorporate a comprehensive legal and operational compliance plan that meets and/or exceeds the standards set by the Department of Business Regulation (“DBR”), Department of Health (“DOH”) and the State of Rhode Island. All Compassion Center operations will be conducted in compliance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, § 21-28.6-1 et seq. (the “Act”), the Rules and Regulations Related to the Medical Marijuana Program, 230-RICR-80-05-1 (the “Medical Marijuana Regulations”) and the Company’s Policies and Procedures (“SOPs”).

Compliance Philosophy

The Company will endeavor to create, instill, and encourage a “Culture of Compliance" through education, consistent communication, and leadership. There will be an emphasis on educating employees with regard to the applicable laws, regulations and SOPs and encouraging employees to educate and remind each other of compliance issues and measures. The Company will proactively train all employees on all aspects of the Company’s operations with specific training for each particular position. Employees will be encouraged to offer suggestions and to collaborate with their colleagues and to ask for assistance whenever necessary.

Compliance Officer

The Company has appointed Jeffrey Padwa, Esq. as its Compliance Officer.

Jeffrey M. Padwa received his Bachelor of Arts degree in 1985 from Emory University in Atlanta, Georgia; his Juris Doctor, cum laude, in 1992 from Suffolk University Law School in Boston, Massachusetts; and a Certificate in Cyber Security Risk Management from Harvard University in 2019. Padwa is admitted to practice law in the state and federal courts of Rhode Island and Massachusetts.

Padwa has practiced in the field of cannabis law since 2017, and is intimately familiar with medical marijuana laws, regulations and guidelines and the compliance requirements of licensees. He has represented numerous medical marijuana cultivators in Rhode Island in connection with filing applications for their licenses as well as applicants for marijuana treatment centers and marijuana establishments in Massachusetts; represented multi-state operators in connection with change of ownership and control transactions involving licenses in Rhode Island and Massachusetts; and worked closely with the Rhode Island Department of Business Regulation, Office of Cannabis Regulation in connection with representing cultivator applicants responding to Show Cause Orders issued by the Office of Cannabis Regulation.

Padwa has attended and participated in numerous cannabis industry conferences, including legal conferences as well as online programs, which have included education and training on federal and state laws, including medical marijuana and adult use laws, compliance, and other relevant issues. He has provided compliance advice to multiple clients in the cannabis industry and has developed a cannabis compliance programs for marijuana license holders, including templates for documenting compliance policies, plans and incident reports.
During Padwa's six years of government service as Chief of Staff / General Counsel to the Rhode Island General Treasurer and Providence City Solicitor, he was intimately involved in numerous compliance issues involving a variety of federal, state, and municipal laws. Padwa's knowledge of compliance, including policies, protocols and controls is also informed by his education and training in the field of Cybersecurity Risk Management, which is similarly deeply rooted in regulatory compliance. In 2018, Padwa received a Certificate from Harvard University in Cybersecurity Risk Management, which requires organizations to adhere to a constellation of international, federal, and state laws and regulations.

Padwa was awarded the Extraordinary Leadership Award (2019) by the Network of Jewish Human Service Agencies for his exceptional work toward addressing human service needs in Rhode Island. He received the Maurice Glicksman Award (2017) by the Jewish Seniors Agency of Rhode Island for outstanding leadership and is a three-time recipient of the Wiedemann Wysocki Award (2003, 2005 and 2010) from the American Association for Justice for his significant contributions to AAJ and the Civil Justice System.

Information on the responsibilities of the Compliance Officer can be found in the Compliance Testing Policies & Procedures section of this document.

**Patient Privacy**

As a compassion center licensed to assist patients with obtaining medicine, The Company understands the importance of maintaining strict patient privacy and confidentiality. The Company has established patient privacy policy in accordance with the Medical Marijuana Regulations, 230-RICR-80-05. All records maintained by the company which pertain to one or more registered qualifying patients, registered primary caregivers, or authorized purchasers will be considered confidential health care information under applicable Rhode Island law, and will be protected as health care information in accordance with the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended. The Company will work with legal counsel to ensure that The Company’s patient privacy policies and procedures comply with all relevant state regulations.

**Employee Conduct**

Each employee, agent, volunteer, and vendor who may have access to confidential information will be required to sign a confidentiality and non-disclosure agreement with The Company regarding medical records, patient information, and business information relating to The Company. This confidentiality and non-disclosure agreement will acknowledge that access to patient’s confidential health care information and that the Rhode Island Confidentiality of Health Care Information Act, R.I.G.L. Sec. 5-37.3-1 et seq., and HIPAA generally prohibit the release or transfer of a patient’s confidential health care information without written consent of such patient or their authorized representative.

**Employee Training**

The Company will develop, implement, and maintain on the premises an on-site comprehensive training curriculum or will enter into contractual relationships with outside resources capable of
meeting employee training needs. Required training topics for all employees will include professional conduct, ethics, patient confidentiality, informational developments in the field of medical use of marijuana, and any other required trainings pursuant to § 21-28.6-12 of the Act and §1.6.12 of the Medical Marijuana Regulations, as well as other training topics that The Company deems necessary. Employees must complete this required training prior to commencing work or being given access to patient and other company records.

Information Security

All patient records maintained by The Company will be stored on secure servers. Each company employee will only be granted access to information that is required to complete their job. More information on security can be found in Exhibit D: Security and Safety Plan.

The law and our professional ethics require that each employee maintain confidentiality when handling patient matters. To maintain professional confidence, no employee shall disclose patient information to outsiders, including other patients, third parties or members of one's own family. Patients trust our employees to maintain their confidentiality and care. Due to the nature of our business, The Company strongly discourages any employee from developing personal relationships with patients.

Any unauthorized disclosure of confidential information will result in disciplinary action up to and including discharge.

Patient Records

HIPAA places strict privacy requirements on all health care providers. The Company will ensure these requirements are strictly implemented for the protection of electronic patient health information. To store required patient records, The Company will use an encrypted, secure electronic patient database that is strictly controlled and continually backed up.

The Company will utilize a database administered by the departments of health and business regulation, which will contain the compassion center’s transactions according to qualifying patients', authorized purchasers', and primary caregivers' registry identification numbers to protect the confidentiality of patient personal and medical information.

Access to the patient database will be carefully controlled by the Security Director to ensure patient confidentiality at all times. All staff members will receive in-house training on the privacy policy and procedures to ensure maintenance of patient confidentiality and proper handling of individual medical data in compliance with HIPAA.

Only authorized employees who have been trained on The Company’s privacy and recordkeeping policies and procedures will have access to patient records based on specific authorization granted by the General Manager.

A patient record will be established and maintained for each qualifying patient who obtains marijuana from the compassion center. All authorized employees are assigned unique ID numbers that are used as their electronic signatures. All entries made to the qualifying patient record is dated (date and time), signed electronically by the authorized employee making the
entry and includes the unique employee ID number. A record is kept of all logins and records created or edited during that login time.

The Company understands that compassion centers will not have access to any applications or supporting information submitted by qualifying patients, authorized purchasers, or primary caregivers. Before dispensing marijuana to any patient or authorized purchaser, The Company utilize the database to ensure that a qualifying patient is not dispensed more than two and one-half ounces (2.5 oz.) of usable marijuana or its equivalent directly or through the qualifying patient's primary caregiver or authorized purchaser during a fifteen-day (15) period, pursuant to Section 21-28.6-12 of the Act.

Patient documentation can be scanned and attached to the patient’s electronic database record. Any paper documents that require retention are stored in a locked cabinet with access limited to the Compassion Center Manager. Any hard-copy information not stored or that has been stored electronically must be shredded and disposed of in a secure receptacle.

Information regarding qualifying patients, personal caregivers, and compassion center agents is confidential and is not to be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction.

The Company will make its dispensing records available to the DOH and DBR as required or upon request.

Sales to Out-of-State Patients

The Company anticipates that the majority of its customers will be patients, caregivers, and authorized purchasers who are Rhode Island residents. However, from time to time, The Company may also conduct sales with out-of-state patient cardholders. The Company will conduct sales to out-of-state patient cardholders in accordance with the Act, R.I.G.L. § 21-28.6-4(o) and the Medical Marijuana Regulations, § 1.6.3(E)(2).

Out-of-State Patient Verification

Out-of-state patients will be required to complete identification verification similar to that of Rhode Island residents. More information of The Company’s patient verification policies and procedures can be found in Exhibit E – Operations Manual. The Company will require that the receiving or purchasing patient has a valid medical marijuana card, or its equivalent, which has been issued by the applicable regulating authority for the medical marijuana program of the issuing U.S. state/jurisdiction/territory. The patient must also possess, and present, valid government issued identification matching the name on their medical marijuana card.

Intake Form

Once an out-of-state patient has been verified pursuant to the Medical Marijuana Regulations, § 1.6.3(E)(2)(a), they will be required to complete an intake form. The Company will create this form and will include, at a minimum, the home state card registration number of the patient. If
the home state registration number is not available, The Company will assign a unique identifier to the patient.

If The Company determines that an adjustment to the intake form template is necessary, The Company will seek approval of the intake form from the DBR prior to implementation or change.

**Recordkeeping**
The Company will log and track all transactions with each out-of-state patient cardholder in the Medical Marijuana Program Tracking System according to the issuing state’s patient card registration number or the unique identifier assigned to that person by The Company. Out-of-state patient information will be maintained confidentially in accordance with the Medical Marijuana Regulations, § 1.6.6(D)(2), as further described in the Patient Privacy section of this document.

**Out-of-State Patient Education**
Pursuant to the Medical Marijuana Regulations, § 1.6.3(E)(2)(e), The Company will provide each out-of-state patient cardholder with a notice regarding the requirements and prohibitions under the Act and any regulations promulgated thereunder that apply to dispensing and use of medical marijuana within the State of Rhode Island, including without limitation:

- Notice of medical marijuana dispensing and possession limits;
- Prohibition of taking medical marijuana and medical marijuana products across state lines; and
- Prohibition of smoking in public places.

**Procedures for Access to Restricted Areas**
The security of The Company and its facilities has been designed to meet and exceed the minimum security requirements of compassion centers as outline in § 1.6.5 of the Medical Marijuana Regulations.

The Company recognizes limited access areas as any area where marijuana and marijuana products are grown, cultivated, stored, weighed, packaged, processed, manufactured or sold. All limited access areas will be identified by a sign that states “Do Not Enter–Access Limited to Authorized Personnel Only” or similar. Access to limited access areas will be restricted to employees, agents and volunteers specifically permitted by The Company, agents of the DBR, state and local law enforcement and emergency personnel.

Registered qualifying patients, primary caregivers, and authorized purchasers who do not hold compassion center registration cards are only permitted within point of sale areas of the compassion center. In such areas, The Company will ensure that all marijuana and marijuana products are kept behind the sales counter or other partition and will make reasonable efforts to limit the number of registered qualifying patients, primary caregivers, and authorized purchasers present in relation to the number of compassion center cardholders to assure adequate monitoring and control of point of sale area activities.
Only visitors presenting for legitimate business-related purposes such as building maintenance, repairs or installation of equipment, or provision of goods or services will be permitted to enter limited access areas with escort from a registry identification card holder. All visitors will obtain a visitor ID badge prior to entering any limited access areas. Visitors are required to have their ID badges visible at all times while in any of the limited access areas. Visitors are checked into the visitor activity log upon entrance confirmation. All outside vendors, contractors and visitors will be escorted by an authorized agent of The Company to desired limited access area(s).

Visitor logs will, at a minimum, include the name of each visitor, a photocopy of the visitor’s government issued ID upon first visit, the date and time of the beginning and end of the visit, the reason for the visit (i.e. maintenance, authorized pickup, etc.), and the name of the escorting registry identification cardholder. Visitor logs will be maintained for at least 24 months.

The General Manager and Security Director are ultimately responsible for determining accessibility of certain areas to The Company employees, volunteers, and agents. Keys and electronic codes are protected and are forbidden to be loaned out or left unattended. When accessibility is granted or changed for an individual, it must be recorded by the issuing individual.

Access to surveillance areas will be restricted to authorized personnel essential to surveillance operations, law enforcement authorities, security system service personnel and the DBR. A list of authorized employees and service personnel with access to the surveillance room will always be immediately available to DBR upon request and access records shall be kept according to the requirements set forth in § 1.6.5 of the Medical Marijuana Regulations.

The Company will keep all medical marijuana in secured, locked areas fortified with commercial-grade, non-residential locks and with alarm system integration and video surveillance coverage from multiple angles.

Affiliations with Local Patient & Community Organizations

Outreach activities conducted by The Company will be designed to comply with § 1.6.11 of the Medical Marijuana Regulations. Any advertising efforts employed by The Company will comply with § 1.10 of the Medical Marijuana Regulations, including the inclusion of required statements on all advertising described therein. The Company will affiliate with local patient and community organizations pursuant to the Medical Marijuana Regulations, including § 1.10: Advertising and will comply with § 1.2.H Prohibited Business Relationship with Medical Practitioners. The Company understands that the Act prohibits compassion center license holders or any cardholders under the license from entering into a business relationship with any medical practitioner who provides written certifications of qualifying patients’ medical conditions in connection with Rhode Island’s Medical Marijuana Program.

Pursuant to the Medical Marijuana Regulations, The Company and its cardholders will not enter into any of the following business relationships with medical practitioners:

- Employment;
• Fee splitting;
• Referral or similar fees;
• Cost sharing;
• Subsidies or reimbursement; and
• Any other similar business or financial relationships with a practitioner or any affiliated persons or entities who provide or otherwise facilitate patient certifications to Rhode Island residents, whether directly or indirectly, including through another medical marijuana program license.

In accordance with § 1.13 of the Medical Marijuana Regulations, The Company will allow the DBR to review and audit the books and records of The Company to verify compliance with the Act and the Medical Marijuana Regulations.

Employee-Workplace Drug Use Policies & Procedures

For the health and safety of The Company’s employees, patients, and community, The Company will enforce a strict drug-free workplace policy. The Company will not tolerate the presence of or use of alcohol, illegal drugs, the illegal use of legal drugs, or the use of legal drugs that may negatively affect an agent’s ability to perform their job duties in the workplace.

The use, possession, distribution, or sale of controlled substances, such as drugs or alcohol, or being under the influence of such controlled substances will be strictly prohibited while on duty, while on The Company’s premises or worksites, or while operating The Company’s equipment or vehicles, pursuant to §1.6.7 of the Medical Marijuana Regulations.

The illegal use of drugs is a threat to all because it promotes problems with safety, patient service, productivity, and The Company’s ability to survive and prosper as a business. Employees who need to use a prescription drug that may negatively affect their ability to perform their job duties should discuss possible accommodations with their supervisor. The violation of this policy will result in disciplinary action, up to and including termination.

The Company will also maintain a tobacco-free workplace policy in consideration of the safety and health of all employees and patients. Smoking will be discouraged at The Company facility. Employees that choose to smoke must do so no less than 20 feet from any entrance, exit, or window of the facility, and out of view of patients and visitors. All cigarette butts must be disposed of properly.

Compliance Testing Policies & Procedures

The Company’s Compliance Officer will be responsible for ensuring the overall compliance of the compassion center with all relevant state and local requirements and The Company’s SOPs. The Compliance Officer will have a thorough understanding of relevant laws, regulations and SOPs and will regularly audit and monitor compassion center operations. In coordination with management, the Compliance Officer will update policies and procedures to reflect any changes in regulatory requirements. In the event of any compliance issues, concerns, or violations, the
Compliance Officer will investigate and resolve compliance infractions, coordinating with local law enforcement and state officials, including the Office of Cannabis Regulation.

**Standard Operating Procedures**

The Compliance Officer will work in coordination with management to develop, implement, maintain, and enforce compliant policies and procedures, including standard operating procedures (SOPs). All employees will receive training and education with regard to the SOPs, and will be encouraged to provide feedback and suggest changes to the SOPs in an effort to continuously improve the safety and security of the compassion center operations and for the benefit of the public, the employees and the Company. SOPs will guide compassion center employees on proper conduct, and preventing illegal, unethical, and other improper conduct. The Company’s SOPs cover, but are not limited to, the following:

- General conduct, including ethical and professional standards, regulatory compliance, non-discrimination, and privacy and confidentiality standards;
- Inventory management, including how to handle, store, and dispose of inventory; safely and securely;
- Dispensing procedures, including how to verify patients, assist with product selection, transmit product knowledge, and verify patients do not exceed purchase limits;
- Record retention, including patient records, sales records, business records, and proper use of the state-approved seed-to-sale inventory management software; and
- Security procedures, including the prevention of diversion and controlling access to restricted access areas.

Compassion center employees will be required to complete training on all aspects of the Company’s operations and SOPs specific to their particular positions prior to commencing work. Additional training will be required of all employees annually, or more frequently as needed, to refresh employees, communicate updates to requirements, incorporate lessons learned and verify their understanding.

**Auditing & Monitoring**

The Company will implement a self-assessment program, including regular audits and inspections, to monitor and evaluate its compliance program; identify and correct any issues that may arise; and develop strategies to address issues before they arise. The Compliance Officer will maintain evidence of ongoing monitoring and will provide periodic reports to the Executive Team.

The Compliance Officer will work to forge a close relationship with law enforcement, including inviting local and state law enforcement officials to walk through the compassion center initially and periodically and proactively seek their feedback. Within 10 days prior to commencing operation, The Company will request that the department of public safety division of state police visit the compassion center to inspect the security of the facility and make any recommendations regarding the security of the facility and its personnel. Recommendations offered by the department of public safety division of state police will be implemented as feasible.
Regular compliance audits and inspections will be performed by the Compliance Officer, and will include monitoring of the following activities:

- Security – The Compliance Officer will work in coordination with the Director of Security to verify that security systems, including a video surveillance and alarms systems, are routinely tested and maintained, and that security policies, including the proper securing of cash and identification of individuals entering the compassion center, are followed. Pursuant to the Act, the Compliance Officer will ensure that the compassion center implements appropriate security measures to deter and prevent the unauthorized entrance into areas containing marijuana and the theft of marijuana and will ensure that each location has an operational security alarm.

- Patient Interactions – The Compliance Officer will work in coordination with the General Manager to ensure that sales staff are serving patients properly by following established dispensing procedures, including by verifying the identity of patients and verifying that patients are not sold marijuana products in excess of legal limits.

- Product Safety – The Compliance Officer will ensure that SOPs are followed properly, including the verification all products sold by the compassion center are properly tested, packaged, and labeled in compliance with the Act and the Medical Marijuana Regulations. All marijuana products sold by The Company will be properly packaged and labeled pursuant to § 1.5 of the Medical Marijuana Regulations, including the use of universal symbols and proper warnings. Furthermore, all marijuana products sold by The Company will have passed testing and been released from quarantine pursuant to §1.11 of the Medical Marijuana Regulations.

- Prevention of Diversion – The Compliance Officer, in coordination with the Security Director, will develop and monitor compliance with a diversion prevention program in order to protect patients, employees, The Company and the community at-large. The Company will secure products at all times, require compliance with the chain of custody procedures and ensure proper documentation of all transactions.

- Recordkeeping – The Compliance Officer will ensure that all patient and business records are maintained compliantly, with record-keeping and reporting activities complying with §1.6.6 of the Medical Marijuana Regulations. Maintained records will include the following:
  - Financial records - Maintained in accordance with generally accepted accounting principles (“GAAP”) and kept electronically. Financial business records will include, but are not limited to assets and liabilities, monetary transactions, books of accounts, sales records, and salaries and wages. The Company may hire a CPA firm to conduct financial audits.
  - Nonprofit corporate records – Nonprofit corporate records, including but not limited to articles of organization, bylaws, meeting agendas, minutes and corporate resolutions, will be maintained indefinitely.
  - Personnel records – Personnel records will be maintained for each employee, agent, and volunteer for a period of at least one year after termination of the individual’s affiliation with The Company, pursuant to § 1.6.6 (C) of the Medical
Marijuana Regulations. The Compliance Officer will verify that compassion center managers keep proper record of personnel files, which will include, but not be limited to:

- An application for employment or to volunteer or offers to provide services as an agent.
- An employment or engagement description detailing duties, responsibilities, authority, qualifications, and supervision.
- If applicable, a copy of any employment or engagement contract, including salary or compensation terms, or for volunteers, volunteer agreement.
- A record of any disciplinary action taken.
- Documentation of all required training, which shall include a signed statement from the individual indicating the date, time and place he or she received said training, topics discussed, and the name and title of presenters.

The Company will also maintain a current list of all cardholders associated with The Company.

- **Trainings** - Training records will include but are not limited to the scope of a training, and the names, signatures and titles of individuals participating and instructing. Training records will be held along with an employee’s personnel records.
- **Contracts and Invoices** - Maintained electronically and in hard-copy format, retained for a minimum of 5 years. From inception, The Company will create a file, physical or virtual, that will contain all contracts The Company has with other companies. Contracts get added once signed and will remain indefinitely in the database.
- **Operations manual** – The Company expects these documents to evolve with the business; therefore, they are retained and updated into perpetuity. The operations manual will be maintained on the premises.
- **Inventory records** - Maintained electronically via the state appointed inventory tracking system pursuant to § 1.6 of the Medical Marijuana Regulations. Detailed inventory records are maintained for 24 months as required by the Medical Marijuana Regulations. Every inventory record will include, at minimum, the date of inventory, a summary of inventory findings, and the names, and signatures and titles of those who conducted the inventory. Summarized inventory detail is maintained in accordance with financial record standards.
- **Security records** – Pursuant to § 1.6.5 (H) of the Medical Marijuana Regulations, The Company will maintain the following security related documentation on-site with digital back-up for a period of at least 24 months after the event:
  - All records of maintenance, inspections, and tests of the security alarm and video surveillance systems and of servicing, modifications, or upgrades performed on said systems. These records will include, at a minimum, the date of the action, a summary of the action(s) performed
and the purpose therefor, and the name, signature and title of the individual who performed the action(s).

- Emergency notification reports as required by § 1.6.5(I) of the Medical Marijuana Regulations.
- Visitor logs which shall include the name of each visitor, a photocopy of the visitor’s government issued ID upon first visit, the date and time of the beginning and end of the visit, the reason for the visit (i.e. maintenance, authorized pickup, etc.), and the name of the escorting registry identification cardholder.
- All surveillance recordings which will be kept for a minimum of sixty (60) calendar days. Video recordings will not be destroyed if the compassion center knows of a pending criminal, civil or administrative investigation or any other proceeding for which the recording may contain relevant information.
- All records applicable to the surveillance system will be maintained on the compassion center premises. However, a backup record may be stored and maintained offsite. At a minimum, The Company will maintain a map of the camera locations, direction of coverage, camera numbers, surveillance equipment maintenance activity log, user authorization list and operating instructions for the surveillance equipment. This information will be limited to key personnel only.
  - Transportation records - Maintained electronically or in hard-copy format, transportation records are any and all records not defined elsewhere in this document that include, but not limited to; manifest records, vehicle registration and inspection documentation, and drivers’ licenses. Transportation of medical marijuana products will be conducted pursuant to § 1.6.8 of the Medical Marijuana Regulations.
  - Waste disposal – The Company will maintain accurate and comprehensive records regarding waste material that accounts for, reconciles, and evidences all waste activity related to the disposal of marijuana and marijuana products. All medical marijuana waste will be disposed of pursuant to §1.6.16 of the Medical Marijuana Regulations.
- Licensing – The Compliance Officer will continually verify that the compassion center has obtained and maintained all relevant proper licensing and permitting. Compassion center applications, licensing, and renewals will be conducted in compliance with § 1.2 of the Medical Marijuana Regulations, including the submission of all required documentation. The Compliance Officer will also ensure that all licenses and permits and viewable and accessible, as appropriate.
- Personnel Policy – The Compliance Officer will work in coordination with compassion center managers to ensure that employees are properly vetted prior to employment, that all principal officers, board members, employees, volunteers, and agents of the compassion center hold a valid registry identification card as issued by the DOH or DBR,
and that employees are sufficiently trained on their job duties and operational compliance responsibilities prior to commencing work.

- Sanitation and Workplace Safety – In the interest of the health of The Company’s patients and employees, The Company will have high standards in place concerning the sanitation and workplace safety conditions of its compassion center. A sanitation and workplace safety plan will be designed based on industry best practices to exceed the minimum requirements outlined in §1.6.13 of the Medical Marijuana Regulations.

Investigation & Response

The Compliance Officer will take responsibility for exploring all potential compliance issues, working with The Company employees and management, as well as law enforcement and state officials, as appropriate. The Compliance Officer will keep record of each potential compliance issue, including the following information:

- The date that the issue was identified;
- The source of or manner in which the report was received;
- A brief summary of the provided information;
- Notes describing and documenting a timely investigation and response; and
- The action that was taken and the date the action took place.

Upon discovery of a potential compliance issue, the Compliance Officer will promptly investigate the issue. The nature of any potential compliance issue will vary; therefore, the scope of investigations will be determined on a case-by-case basis. Investigations may involve reviewing records, reviewing policies and procedures, and documentation as well as interviewing witnesses.

Upon completion of an investigation, the Compliance Officer will prepare a final report, which will include a summary of the findings in addition to a recommendation of action, if applicable. Recommended actions may include, but are not limited to, providing additional training, modifying SOPs, disciplining employees, and/or reporting the incident to the appropriate state or local authorities.

Financial Interest Compliance Policies & Procedures

The following includes the Applicant’s proposed policies, procedures, and mechanisms to ensure compliance with prohibited financial interests as defined by the DBR and the Medical Marijuana Regulations.

The Company understands “material financial interest or control,” as defined by the Medical Marijuana Regulations, to mean:

- Any ownership interest, regardless of the size of the holding, and including any ownership interest through a subsidiary or affiliate;
- Trusteeship, mortgage, guarantor, endorser or surety relationship, or loan relationship, except that loan relationship for the purposes of this definition shall exclude accounts payable and accounts receivable on account of a medical marijuana purchase order;
• Any other beneficial financial interest as determined by DBR such that the holder bears the risk of loss (other than as an insurer) or has an opportunity to gain profit from the operation or sale of the regulated medical marijuana business; and/or

• Managerial or operational control, including but not limited to interlocking directors or officers or through a management agreement.

Furthermore, The Company understands that it and its interest holders/key persons may not have any financial interest or control in any other Rhode Island compassion center, cultivator, or licensed cooperative cultivation. Currently, neither The Company, nor any of its interest holders/key persons hold any material financial interest or control in any other Rhode Island compassion center, cultivator, or licensed cooperative cultivation.

As a compassion center applicant seeking licensure, The Company will follow the reporting requirements, and divestiture requirements, as applicable, as outlined under Divestiture of Prohibited Material Financial Interest and Control (§ 1.2.F.7 of the Medical Marijuana Regulations).

If granted a license then once operational, all of The Company’s interest holders/key persons will be required to disclose to their material financial interest or control, as described above, in any other Rhode Island compassion center, cultivator, or licensed cooperative cultivation. If any such material financial interest is discovered, the interest holder/key person will be required to divest all ownership and forfeit any control from The Company.

Nonprofit Status Maintenance Policy

As a compassion center, The Company understands that it must operate on a not-for-profit basis for the mutual benefit of its patients, pursuant to the Act and Medical Marijuana Regulations. The Company is a registered nonprofit organization organized, structured, and operated according to the Act and Medical Marijuana Regulations, existing in good standing under the laws of the State of Rhode Island, including the Rhode Island Nonprofit Corporation Act, R.I.G.L. Section 7-6-1 et seq.

The Company will operate in accordance with CC Form 4: Certification Regarding Nonprofit Status and Compliance, as well as § 1.6.17 of the Medical Marijuana Regulations, and will comply with any additional requirements as established by the DBR and DOH.

Other General Compliance

Home Delivery
The Company may consider offering home delivery to valid qualifying patient cardholders who have been issued a valid patient card by the DOH. If so, The Company will design a proposed home delivery plan, pursuant to §1.6.9 of the Medical Marijuana Regulations, to be submitted to the DBR for approval. The Company will not offer home delivery unless its home delivery plan has been approved by the DBR.
Curbside Pickup & COVID-19 Considerations

In light of the current COVID-19 public health emergency, The Company may offer curbside pickup pursuant to the Medical Marijuana Program Bulletin Number 2020-1: Compassion Center Temporary Permitted Pickup Procedures as issued by the DBR. The Company will comply with the interim guidance for businesses and employers issued by the Department of Health with respect to planning, preparing, and responding to the COVID-19 including cleaning, disinfection, hygiene, and social distancing practices as the same may be updated from time to time. The Company will also comply with all current and future Executive Orders issued concerning the COVID-19 public health emergency. Prior to implementation, The Company will submit to the Office of Cannabis Regulation a proposed plan for preorder curbside pickup of medical marijuana by qualified registered patients, caregivers, and authorized purchasers in limited, designated and approved areas of the compassion center’s parking lot premises, on a temporary basis during the COVID-19 public health emergency, subject to all terms and conditions in Bulletin Number 2020-1 and any plan approval issued by OCR.
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

[Signature]

12/1/2020
Date

David L. Johnston
Printed Name
Print Title: President
Print Name of Applicant/Licensee: Rhode Island Care Concepts, Inc.
a. 

b. 

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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

David L. Johnston
Printed Name
Print Title: President
Print Name of Applicant/Licensee: Rhode Island Care Concepts, Inc.

12/1/2020
Date
Exhibit D: Security and Safety Plan

Attached here to is the Security and Safety Plan, developed in accordance with R.I. Gen. Laws §21-28.6-12(c)(1)(vi), which specifies how the applicant will ensure security and safety at the licensed premises.
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

12/1/2020
Date

David L. Johnston
Printed Name
Print Title: President
Print Name of Applicant/Licensee: Rhode Island Care Concepts, Inc.
Attached hereto as CC Form 5 Exhibit E is the Applicant’s Operations Manual for the Compassion Center with all information and in compliance with § 1.2(C)(4)(e) of the Regulations.

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Introduction

Rhode Island Care Concepts ("RICC") understands the need for a detailed Operations Manual to detail the policies, procedures, and protocols needed to ensure safe and effective operations of its Compassion Center. As such, RICC has designed this Operations Manual to provide a guiding operational framework for all members of the organization. The contents of the operations manual will aid in ensuring the Compassion Center meets and exceeds the requirements set forth by the State of Rhode Island and the Department of Business Regulation ("DBR"), and the Department of Health ("DOH") and the Office of Cannabis Regulation ("OCR") and that operations are conducted in compliance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act ("The Act"), section R.I. Gen. Laws § 21-28.6 and 230-RICR-80-05 § 1 ("The Medical Marijuana Rules").

The scope of this Operations Manual includes procedures related to the general management and day-to-day operations of the Compassion Center, to be utilized by all members of the organization. The policies and procedures within this document were designed utilizing industry best practices, with careful consideration for compliance, health and safety, care and service, and training.

Overview of Operations

Operational Compliance

RICC is committed to operating in compliance with the rules and regulations set forth by the State of Rhode Island and the Department of Business Regulations (DBR) and the Department of Health ("DOH"), and as set forth in The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act (the "Act") and section R.I. Gen. Laws 230-RICR-80-05 § 1 ("The Medical Marijuana Rules").

RICC has written and will enact detailed policies and procedures pertaining to the Compassion Center’s Operations, which will guide staff and ensure ongoing compliance. RICC will maintain copies of the Operations Manual as well as all company policies and procedures on the
Compassion Center premises and will provide copies to the DBR and the DOH, or any state or local law enforcement officials upon notice and request.

From time to time, there will be additions, deletions, or revisions to RICC’s policies and procedures. RICC will review all policies and procedures at least once every 12 months from the issue date of the license and will update them as needed due to changes in industry standards, regulatory changes, feedback from management, staff, customers and others, or as requested by the DBR, the State, or DOH. Any changes made to the operations manual will be communicated to the DBR with written request for variance of the proposed change at least 60 days prior to the proposed effective date of the change.
Compassion Center General Manager will then meet with the Board of Directors, to provide an overview of what was discussed and to make decisions on different areas of the business operations. Monthly Roundtable meetings with the Board will cover Compassion Center Financials, Inventory, Sales, Patient Management, Patient Trends, Marketing, Human Resources, and Security. Key performance Indicators will be pulled for each department and presented to the Board at this time, with the goal of presenting actionable data upon which the Board can make operational and resource decisions.

Feedback Loop

At the monthly management roundtable, the General Manager will also provide the Board of Directors with a review of customer service data used to evaluate patient experiences and satisfaction with operating hours, selection and quality of products, check-in, wait times and dispensing processes, as well as education and support that is made available. The Executive Management Team will also evaluate escalation rates and resolution periods for reported incidents.

RICC believes that in order to provide outstanding service, compassion center agents must be engaged and happy. RICC will provide an employee suggestion box in the staff area of the Compassion Center and will encourage regular feedback passed through management channels. Additionally, they will hold an annual audit of employee satisfaction that will involve all managers, the Board of Directors, interviews from agents, and, when applicable, patient feedback.

These key business check-in points will help the Board and Management team evaluate the compassion center’s performance, including how the people, processes, and technology are working together to serve Patients and contribute to a sustainable and compliant organization with a path towards future growth and impact.

Organizational Structure

Rhode Island Care Concepts, Inc. 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 this document, attached as Annex A to CC Form 4 in the application.

Rhode Island Care Concepts, Inc. is organized for non-profit purposes including, but not limited to, providing knowledgeable expertise and safe access to legal medical marijuana to Rhode Island patients living with debilitating medical conditions.

RICC also has an Advisory Committee and may hire other strategic advisors. Advisors are appointed by the Board and do not have control of RICC. All controlling power is held by the Board.

None of RICC’s agents are currently participating as a caregiver, licensed cultivator, or part of a licensed cooperative entity in Rhode Island.

Nonprofit Management

The nonprofit board will comprise four directors, including the compliance officer. The Board of Directors will serve to oversee and direct operations at the Compassion Center. The board will be responsible for the following:

Nonprofit Management
• Providing direction for the business
• Creating, communicating and ensuring implementation of the organization’s vision and mission
• Developing the overall organization’s strategy
• Evaluating the success of the organization
• Developing and Monitoring financial control systems designed to preserve company assets and report
• Assist in formulating RICC’s future direction and supporting tactical initiatives
• Monitor and direct the implementation of strategic business plans
• Make final decisions on resource allocation and capital spending

RICC’s Directors have deep experience managing businesses and serving in regulatory-intensive industries. Each board member has witnessed the evolution of the medical marijuana industry in Rhode Island and has individually, as well as collectively, conducted extensive research to understand the applications of marijuana as medicine and the potential for patients with qualifying conditions to utilize such products for treatment. Board Members, with guidance and input from the Advisory Committee members have the combined experience, background and capacity to ensure the successful, compliant, and safe operation and management of a Rhode Island licensed Compassion Center.

Introductory bios for each board member and Advisory Committee member are included in the following pages, and complete resumes are attached in Appendix A.

**David Johnston, Director / President**

David Johnston is a 2nd generation Rhode Island attorney. Beginning in 2011 Mr. Johnston has practiced in Rhode Island and Massachusetts primarily focusing on complex real estate transactions, financing and development. Mr. Johnston is a graduate of the College of Charleston, in Charleston, S.C. and Suffolk University Law School in Boston, MA.

Mr. Johnston has extensive experience working within the regulatory-intensive fields of consumer and commercial finance agreements, and land development and zoning regulations. Additionally, Mr. Johnston bring small-business ownership and management expertise to Rhode Island Care Concepts, Inc.

**Andrew Cotton, Director / Secretary**

Andrew Cotton, has over 15 years of experience in business management, commercial financing, development oversight, and investment management. Most recently, he serves as one of the founding partners of Cannon Construction, Blackstone Group Leasing and Management, and RI Property Wire. All of which are growing businesses in the real estate business in Rhode Island. As founding partner, He is responsible for sourcing and analyzing new business opportunities, creating financial models, and managing staff accordingly. Andrew also serves as an alternate on the zoning board in the city of East Providence where he lives. Andrew Cotton graduated from Providence college in 2005 with a bachelor’s degree in business management. since then, Andrew has found success managing people as well as complex investment projects.

**Shane Cooper, Director / Treasurer**
Shane Cooper was born in West Palm Beach FL and moved to RI to attend school at Roger Williams University graduating with a degree in Political Science and a minor in Criminal Justice later obtaining a degree in Network Engineering from NEIT. After graduating Shane took a position as a junior producer at MetLife that eventually morphed into the role of Director of Technical Activations at MetLife stadium. After starting a family the demands of travel prompted Shane to take a chance on an investment property which created a entrepreneurial passion and a love for development which lead to the creation of our investment company RI Property Wire. As the size and needs of the business grew new business in the areas of construction and property management were born with the creation of Cannon Construction and Blackstone Leasing and Management. Today, RI Property Wire invests and renovates an average of 65+ single family and multifamily homes per year and owns approximately 200 apartment units, while Cannon Construction has grown from providing renovation services to a full-fledged commercial construction company currently providing services to some of Rhode Island's most well known businesses and Blackstone Leasing and Management has progressed from leasing 35 units at its creation to over 1,500 residential apartment units for some of the states most well known investors.

Jeffrey Padwa, Director / Compliance Officer

Jeffrey M. Padwa received his Bachelor of Arts degree in 1985 from Emory University in Atlanta, Georgia; his Juris Doctor, cum laude, in 1992 from Suffolk University Law School in Boston, Massachusetts; and a Certificate in Cyber Security Risk Management from Harvard University in 2019. Padwa is admitted to practice law in the state and federal courts of Rhode Island and Massachusetts.

Padwa has practiced in the field of cannabis law since 2017, and is intimately familiar with medical marijuana laws, regulations and guidelines and the compliance requirements of licensees. He has represented numerous medical marijuana cultivators in Rhode Island in connection with filing applications for their licenses as well as applicants for marijuana treatment centers and marijuana establishments in Massachusetts; represented multi-state operators in connection with change of ownership and control transactions involving licenses in Rhode Island and Massachusetts; and worked closely with the Rhode Island Department of Business Regulation, Office of Cannabis Regulation in connection with representing cultivator applicants responding to Show Cause Orders issued by the Office of Cannabis Regulation.

Over the past four years, Padwa has attended and participated in numerous cannabis industry conferences, including legal conferences as well as online programs, which have included education and training on federal and state laws, including medical marijuana and adult use laws, compliance and other relevant issues. He has provided compliance advice to multiple clients in the cannabis industry, and has developed a cannabis compliance programs for marijuana license holders, including templates for documenting compliance policies, plans and incident reports.

During Padwa's six years of government service as Chief of Staff / General Counsel to the Rhode Island General Treasurer and Providence City Solicitor, he was intimately involved in numerous compliance issues involving a variety of federal, state and municipal laws. Padwa's knowledge of compliance, including policies, protocols and controls is also informed by his education and training in the field of Cybersecurity Risk Management, which is similarly deeply rooted in regulatory compliance. In 2018, Padwa received a Certificate from Harvard University in
Cybersecurity Risk Management, which requires organizations to adhere to a constellation of international, federal, and state laws and regulations.

Padwa served as the Rhode Island Co-Chair for the Presidential Campaign of Barack Obama (2008) and has helped numerous candidates run for public office at the city, state and federal levels. In 2010, he was elected and served as Treasurer of the Rhode Island Democratic Party from 2010 to 2019.

Jeffrey Padwa served on the Board of Directors of the Jewish Seniors Agency of Rhode Island (JSARI), a $50+ million community service agency / nonprofit entity that owned and operated senior housing facilities, an assisted living facility and provided services to the elderly, and was unanimously elected to the Presidency, an office that he held for over four years (2013-2017). During his tenure, he was instrumental in revising and updating the agency's by-laws, oversaw and operationalized the development of an integrated electronic financial reporting system, and advanced the medical records system for the residents of the agency's assisted living facility. Jeffrey orchestrated the merger of the Jewish Seniors Agency of Rhode Island with Jewish Family Services of Rhode Island into one unified entity. He advanced his vision, bringing the right people to the table to make his vision a reality.

Jeffrey was elected to be first Chairman of the Board of Directors of Jewish Collaborative Services (2017-2019). Under his leadership, the two organizations achieved formal legal status as a combined entity and the agency made dramatic strides in the areas of governance, finance, development, cultural integration, programming, IT, HR, budgeting and strategic planning.

Padwa was awarded the Extraordinary Leadership Award (2019) by the Network of Jewish Human Service Agencies for his exceptional work toward addressing human service needs in Rhode Island. He received the Maurice Glicksman Award (2017) by the Jewish Seniors Agency of Rhode Island for outstanding leadership, and is a three-time recipient of the Wiedemann Wysocki Award (2003, 2005 and 2010) from the American Association for Justice for his significant contributions to AAJ and the Civil Justice System.

Padwa has also served as President of the Rhode Island Municipal Solicitors Association (2012 – 2014); President of the Rhode Island Association for Justice (2006-2007), and as a Member of the Roger Williams University School of Law Advisory Board (2011 – 2014).

Advisory Committee
RICC has established an advisory committee of professionals with diverse experience that is relevant to the Compassion Center’s operations. The Advisory committee will be called upon for guidance, feedback, and in some cases, may assist with audits of various aspects of the compassion center operations, from Security Protocols, to daily Operations, or sales, distribution, and brand strategy. Advisory committee members are appointed by the Board and do not have control of RICC. All controlling power is held by the Board.

The members of RICC’s Advisory Committee are introduced below.

**Philip Salko, Medical Care Expert**

Philip Salko, M.D. is a Rhode Island based medical doctor, specializing in Primary Care Sports Medicine and Interventional Pain Management. Philip has practiced in family medicine, sports medicine, and has served as a physician for US Olympic Sports Teams in addition to serving as an Assistant Professor at Brown Medical School. Philip has also served in numerous leadership
and board positions, most recently as a member of the Brown University Clinical Faculty Advisory Committee and President of the Rhode Island Academy of Family Physicians.

Philip brings a wealth of medical experience to the Applicant and will serve in an advisory role to the Board and leadership on matters including Patient Care, DOH compliance, and patient education, as well as other areas relevant to his expertise, as needed.

**Sean Crowley, Security & Safety Advisor**

Sean Crowley is a Rhode Island State Police Trooper and former Infantry Captain of the U.S. Army, with extensive experience in law enforcement, tactical training, conflict prevention and resolution, and safety and security management. Sean serves as the Senior Academy Instructor for the R.I. State Police in Patrol Tactics and Officer Safety, Report Writing, and Firearms. Sean has completed over 22 specialty training courses in security related disciplines, including Emergency Response, Active Shooter Threats, Tactical Training, and search and rescue, among others. Sean was awarded the Bronze Star and the Army Commendation Medal with “V” Device for Valor, among numerous other medals for his service.

Sean will provide guidance and instruction to the applicant in areas including the compassion center’s Security equipment and protocols, Emergency Response Planning and Training, and Conflict prevention and resolution. Sean may also participate in annual security audits, to test RICC’s security operations and identify areas for improvement and additional equipment or training.

**Linda Pereira, Product Distribution Advisor**

Linda Pereira is a bio-pharmaceutical executive with over twenty years of experience in the pharmaceutical sales industry, serving in sales, marketing, and leadership positions. In this capacity Linda has developed a deep network and understanding of the healthcare industry and the compliance requirements therein. Linda has served as senior territory business manager and clinical account specialist, requiring direct contact and ongoing education with care providers in oncology, virology, neurology, cardiovascular and rheumatology practices. Linda has repeatedly developed new sales and distribution relationships and has used provider education and product marketing strategies to maintain lasting relationships. Linda will serve in an advisory capacity to the applicant, offering guidance and insight relevant to product distribution, sales, and marketing as well as other areas of her expertise, as needed.

**Connor Yost, Cannabis Business Operations Advisor**

Connor is an experienced cannabis business specialist, serving as director of Nucleus One Cannabis Business Consulting for over five years. In this capacity, Connor has worked with dozens of cannabis businesses across multiple states to obtain licensing, develop startup strategies, create and implement comprehensive Standard Operating Procedures, and to serve as project manager and Operations Advisor to licensed operators in retail, cultivation, and manufacturing sectors. Connor is an expert in process revisions, regulatory compliance, technical application writing, municipal rules, regulations, and retail and back of house operations. Connor has extensive experience advising clients on seed-to-sale inventory tracking and product testing procedures and has directly overseen the integration of systems and operating procedures for multiple clients. Prior to his time at Nucleus One, Connor spent time in both the consumer lending and mortgage industries. Connor holds a B.S. in Business Administration with a focus in
accounting from the Peter T. Paul College of Business and Economics at the University of New Hampshire.

Connor will advise the applicant on matters pertaining to operations, regulatory compliance, retail processes, and products.

**Alice Evans, Cannabis Business Operations Advisor**

Alice is a consultant for Nucleus One, a specialty consulting firm serving businesses in the cannabis industry. Alice has worked with numerous cannabis businesses to obtain licensing, build development plans, create financial models, develop Standard Operating Procedures, and serve as project liaison through commencement of business operations and in an ongoing capacity. Alice understands the complexity of the regulations within the medical and recreational marijuana industries, and works with clients to ensure operational compliance and organizational efficiency from the top down.

Prior to joining Nucleus One, Alice worked for an international nonprofit organization where she was director of programs, managing a team of 20 international and domestic staff and responsible for a team of 600+ volunteers and field contractors, supporting 1,200 international students (minors) on educational visa programs in the U.S. In this role, Alice was responsible for maintaining program compliance with the U.S. Department of State and Department of Homeland Security as well as international consulate offices and gained valuable experience managing people and process operations to maintain compliance in a regulatory-intensive field.

RICC’s board members and advisory committee members have collective experience to ensure the successful operation of a licensed Compassion Center. Evidence of their experience in business and their familiarity with medical marijuana products and patients’ utilization of products to treat qualifying conditions is represented in this application.
Odor Control and Mitigation

The Compassion Center will ensure physical and operational measures are taken to eliminate odor from emitting from the Compassion Center. These include redundant systems to ensure odor is controlled and no odor is emitted from the facility’s exterior access points.
Human Resources
RICC employs highly trained personnel in compliance with The Act and the Medical Marijuana Program Rules, that ensures effective and proper safety and security, training and education, collegiality and teamwork, economic benefits and opportunities, and codes of conduct across the organization. RICC will not employ any person under the age of twenty-one or any person convicted of a felony without written acceptance from the DBR, pursuant to R.I. Gen. Laws § 21-28.6-12(c)(7).

Employee Handbook
The detailed personnel principles will be outlined in an Employee Handbook, attached in Appendix B available to all employees and requiring employee review and signature upon commencing work for The Compassion Center.

Hiring
RICC is committed to providing equal employment opportunity to all applicants and employees while remaining in compliance with Rhode Island State Laws and the Department of Labor and Training’s relevant Wage and Workplace regulations. Moreover, RICC will not tolerate harassment or intimidation of employees on any basis prohibited by law. The entire management team is committed to such policy, its enforcement, as well as to ongoing compliance with all pertinent statutes and regulations, including without limitation those related to background checks.

RICC will provide the names of all employees to the department at the time of hiring. Pursuant to R.I. Gen. Laws § 21-28.6-12(c)(7), RICC acknowledges that all compassion center cardholders will be subject to a national criminal background check as part of their application for a compassion center registry identification card and as required recurrently by the Department thereafter.

Registry Identification
RICC will ensure that prior to commencement of operations, all principal officers, board members, employees, agents, and volunteers of the compassion center have applied for a registry identification card and submitted to a national criminal background check. Pursuant to R.I. Gen. Laws § 21-28.6-12(c)(6) RICC will ensure that these individuals may not engage in any medical marijuana activities requiring registration prior to receiving their registry identification cards.

RICC will maintain a current list of all compassion center cardholders associated with the compassion center and ensure compliance with registry identification renewal requirements and
notification requirements to the DBR and the State. The Human Resources Manager will ensure notifications are sent to employees as needed in advance of their renewal dates. Employees are responsible for renewing their registry identification to maintain employment at the compassion center.

Eligibility for a compassion center “volunteer” designation will be limited to individuals whose volunteer activities and use of compassion center resources is strictly limited to participation in educational programming conducted for compassion center cardholders and registered qualifying patients, primary caregivers, and authorized Patients. Volunteers shall not be permitted to be otherwise involved in the growth, cultivation, weighing, packaging or labeling, manufacturing, processing, dispensing or sale of medical marijuana.
Key Personnel

When hiring, RICC will seek out applicants that are not just qualified and experienced but who also demonstrate alignment with RICC’s vision, work ethic and values. All of RICC’s team members will strive to provide the highest quality products and experience to patients. Each employee will have a deep understanding of the products and services RICC provides. They will be more than capable of providing education and advisory services to all patients.

Compliance Officer: The compliance officer will be an employee of RICC, who will be responsible for the following:

- Creating company compliance plans and procedures manuals in line with DBR and DOH requirements and RICC’s policies and procedures
- Creating, maintaining and distributing compliance documents
- Training staff in compliance procedures and standard operating procedures in conjunction with Managers
- Ensuring staff training is up to date and maintaining staff training records
- Maintaining required occupational documents and personnel records
- Creating and maintaining compliance logs and records
- Ensuring facility compliance with all local, state, and federal regulations
- Maintaining records of all facility licenses, assisting owners with licensing renewals
- Coordinating with Security Director to ensure all security requirements are met and maintained

General Manager

- Oversees the compassion center operations
- Reports to Nonprofit Board of Directors though the entity providing management services for the Compassion Center
- Oversees the human resources department with direct influence on growing the staff and maintaining human resources
- Coordinates the development and implementation of the staff on-boarding process to ensure RICC mission, values and culture are conveyed with each new hire
- Responsible for community outreach through support of non-profit enterprises
- Creates, communicates and implements the organization’s vision, mission, and overall direction leading the development and implementation of the overall organization’s strategy
- Responsible for setting and changing prices and creating promotions, sales and specials
- Responsible for signing checks and documents on behalf of RICC

**Dispensary Manager:** The Dispensary Manager reports to the General Manager and is responsible for daily compassion center operations. The Dispensary Manager’s responsibilities include:

- Managing the daily activities in the compassion center
- Responding to patient inquiries and complaints
- Training and managing dispensary staff
- Processing staff requests to management
- Keeping statistical and financial records of dispensary revenue
- Supervising the compassion center agents
- Ensuring staff has a daily cleaning schedule and duties are assigned
- Handling any other duty as assigned by the General Manager
- Creates promotional strategies for reaching new customers and demographics

**Compassion Center Agents:** The compassion center agents interface with patients to provide education and sales advisory services with expert knowledge of products, usage, and effects. Their responsibilities include:

- Starting up and shutting down point of sales equipment daily
- Providing product knowledge, patient outreach and education, and sales advisory
- Promoting RICC’s mission, values, and image
- Preparing inventory and sales reports on weekly basis
- Handling financial transactions through sales, purchase, and checkout.
- Maintaining the sales counter and merchandise displays
- Working compliantly within the regulatory framework. Maintaining knowledge and mastery of the training they receive and the rules and regulations surrounding medical marijuana as well as company policies provided in the employee handbook
- Recording and reporting medical marijuana waste, storage, and disposal
- Ensuring inventory is accurately reflected in the Inventory Management System and available for the patients
- Maintaining the sanitary condition of the facility, including removing all waste and other discarded materials and conducting daily and weekly cleanings.

**Inventory Manager:** The Inventory Manager is responsible for sourcing products for the Compassion Center and managing inventory within the facility.

- Overseeing inventory acquisition and pricing
- Interfacing and maintaining relationships with vendors
- Maintaining accurate inventory records
- Providing daily and weekly reports on inventory from the inventory management system
- Coordinating employee trainings on new products and brands
- Maintaining sales floor stock and merchandising
**Human Resources Manager:** The Human Resources Manager has overall responsibility for HR functions within The Compassion Center, including

- Recruitment, onboarding, and aspects of the new hire orientation
- Implementation and administration of human resource programs, including employee benefit programs and required trainings.
- Creating Employment policies and maintaining the Employee Handbook with updated information.
- Responsibility for all employee records and organization as well as State and Federal reporting.
- Responsibility for compliant employee hiring and termination.

**Director of Outreach & Marketing:** Responsible for the development and implementation of community outreach programs along with handling all things related to public relations for RICC. The responsibilities of this position include:

- Serving as a main point of contact between RICC and the public
- Presenting educational material to employees, customers and management
- Preparing the surrounding community for the opening of the Compassion Center as well as ongoing promotional efforts and events
- Conducting media outreach to journalists, bloggers and selected media
- Responsible for making RICC well known and well thought of by the community
- Overseeing advertising and promotional campaigns
• Executing branding and design projects and maintaining updated brand standards

Training & Education

RICC understands that a critical factor in the success of its Compassion Center is the dedication, knowledge and compassionate care of its employees working together with a common purpose to provide excellent care and service.

Training Protocols
Inventory Management

Sound Inventory Management practices are key to compliant operations and to ensuring patient safety and wellbeing at RICC.

Pursuant to the Regulations part 1.6.4 and to R.I. Gen. Laws § 21-28.6-12(i)(1) RICC will limit inventory of marijuana to reflect the needs of qualifying patients. RICC acknowledges that it shall make no change to the size, scope, scale, or capacity of the Compassion Center without prior approval from DBR in accordance with the variance procedures set forth in § 1.2(1) of the Regulations.
Products & Services

The Compassion Center will comply with the Act and the Regulations surrounding Medical Marijuana Product Designation and the acquisition and sale thereof, pursuant to the definitions set forth in 230-RICR-80-05-1(1.7)(A-G).
Comp passion Care Discount Program

Product Packaging
RICC will ensure that all medical marijuana products are retail-ready prior to sale to any qualifying patient, registered primary caregiver, or authorized purchaser pursuant to Section 1.5: Product Packaging and Labeling Requirements for Retail-Ready Medical Marijuana Products of the Medical Marijuana Rules.
RICC will also ensure the retail-ready medical marijuana edibles, ingestibles, and concentrates are packaged pursuant to Section 1.5.2 (D), (E), and (F) of the Medical Marijuana Rules, respectively.

**Labeling**

All medical marijuana products sold by RICC will be properly labeled pursuant to Section 1.5.3 of the Medical Marijuana Rules, with labeling which will be:

- No smaller than size 6 font, unless otherwise specified.
- In Times New Roman, Calibri, Arial, Helvetica or any other font determined by DBR to be easily read.
- In black or white, unless otherwise specified.
- Clearly written or printed in the English language.

All required labeling must be unobstructed and conspicuous. Furthermore, all packages containing retail-ready medical marijuana products must be clearly labeled with the following information:

- The business(es) or tradename(s) and license number(s) of the licensee(s) who produced the product;
- The business or tradename and license number of the compassion center selling the product;
- The unique identifier generated by the Medical Marijuana Program Tracking System;
- Total THC and Total CBD as provided by a licensed cannabis testing laboratory;
- A DBR-selected universal warning symbol must appear on the front or most predominantly displayed area of the package, no smaller than one (1) inch by one (1) inch;
- If applicable, the recommended expiration date, or “use by” date;
- Poison Control Contact Information “American Association of Poison Control Center (800) 222-1222”; and
- For smokable and vapable products, the net weight of the medical marijuana product prior to its placement in the package, using a standard of measure compatible with the tracking system.

As directed by the DBR, and pursuant to Section 1.5.4, RICC will ensure that each single standardized serving unit of a medical marijuana infused product will be marked, stamped, or
otherwise imprinted with a DBR-selected universal symbol directly on at least one side of the medical marijuana infused product in a manner to cause the universal symbol to be distinguishable and easily recognizable.

Warnings
All retail-ready medical marijuana products will be labeled with warning pursuant to Section 1.5.6 of the Medical Marijuana Rules. All warnings will be in the English language, clearly visible, and printed in a compliant font and size, with all applicable required text. In addition to the standard warnings, the compassion center will also ensure that rotating warnings accompany all retail-ready marijuana products at the point of sale via:

- A sticker placed on each product at the point of sale displaying the warning;
- A printout on the receipt for each patient/caregiver/authorized purchaser displaying the warning;
- A printout at the register area where medical marijuana products are purchased which must display the designated rotating warning in text no smaller than size 20 and bolded; OR
- A rotating warning display plan approved by DBR.

The compassion center will make rotating warning available to patrons pursuant to the DBR’s Medical Marijuana Program Bulletin 2020-8 dated August 26, 2020 and all related bulletins issued by the DBR thereafter.

Record-Keeping & Reporting
RICC has developed record-keeping and reporting protocols to ensure compliance with The Medical Marijuana Program Rules (1.6.6), as designated by R.I. Gen Laws §§ 21-28.6-12(b)(1)(i) and 21-28.6-16(b)(3). RICC will utilize multiple integrated systems to track and monitor inventory and manage company data.

The Compassion Center will exercise due diligence and reasonable care in preserving and maintaining all required records to guard against loss of records and data, including cybersecurity of electronically-maintained records.
Health & Safety

Workplace Safety Oversight
RICC is committed to maintaining a safe and healthful working environment at the Compassion Center. To achieve this goal, RICC has implemented the following procedures.

The goal in designing these procedures is to prevent injuries, illnesses, and accidents in the workplace. The primary purpose of these procedures is to ensure the safety and health of this Compassion Center's agents, employees, and volunteers.
• Providing training materials to ensure that managers are trained on workplace safety and

Safety & Health Policies & Procedures
The Compassion Center will be maintained in a safe, sanitary and clean manner, with all operations conducted in accordance with adequate sanitation principles, pursuant to the Medical Marijuana Rules and Regulations part 1.6.13 and in compliance with the requirements administered by the Federal Occupational Safety and Health Administration (OSHA).

Pursuant to part 1.6.7 of the Medical Marijuana Rules and Regulations, the use of marijuana or marijuana products on the premises of the compassion center is prohibited by RICC, including any parking areas that are designated for compassion center clients or otherwise within the control of the compassion center.

The Compassion Center will be built and outfitted to comply with the physical sanitation and workplace safety conditions included in the Medical Marijuana Rules and Regulations part 1.6.13(B)(1-5).
Sanitation
Pursuant to the Medical Marijuana Program Regulations (1.6.13) The Compassion Center will maintain a safe sanitary and clean work environment.
Appendices

To the Operations Manual

Appendix A – Resumes of Board Members and Advisory Committee Members
Appendix B – Employee Handbook
Appendix C – Sample COVID-19 Safety Policy Notice
David Johnston is a 2nd generation Rhode Island attorney. Beginning in 2011 Mr. Johnston has practiced in Rhode Island and Massachusetts primarily focusing on complex real estate transactions, financing and development. Mr. Johnston is a graduate of the College of Charleston, in Charleston, S.C. and Suffolk University Law School in Boston, MA.

Mr. Johnston has extensive experience working within the regulatory-intensive fields of consumer and commercial finance agreements, and land development and zoning regulations. Additionally, Mr. Johnston bring small-business ownership and management expertise to Rhode Island Care Concepts, Inc.

**Education:**

**Undergraduate:** The College of Charleston  
Charleston, SC  
Bachelor of Science – Anthropology

**Graduate:** Suffolk University Law School  
Boston, MA  
Juris Doctorate of Law

**Occupation History:**

**Attorney • Law Office of David L. Johnston, Esq.**  
2011 – Present  
- Practice focusing on land development, permitting, financing as well as commercial and residential real estate transactions.

**Manager • Brushneck Cove Investments, LLC**  
2010 – Present  
- Residential real estate projects including single family new construction as well as existing single and multi-family home renovations. Also focuses on raw land permitting and subdivisions throughout Rhode Island.

**Paralegal • Law Office of John E. Shekarchi, Esq.**  
2008 – 2011  
- Paralegal for real estate firm focusing on residential and commercial transactional work. Also included land use projects as well as commercial foreclosure work.

**Closing Coordinator • Amerititle, LLC**  
2006 – 2008
• National closing coordinator for residential real estate transactions. Managed refinance and purchase closings in partnership with Fidelity National Title Solutions issuing title policies nationwide.

Non-Profit / Volunteer Affiliations:

Community Boating Center - Providence, R.I.

Professional Affiliations:

• Rhode Island Bar Association - RI Bar No. 8578
• Massachusetts Bar Association - MA Bar No. 681629
• American Bar Association
• R.I. Panel of Title Standards
• Connecticut Attorney’s Title Insurance Company
Andrew Cotton has found success managing people as well as complex investment projects. Mr. Cotton has over 15 years of experience in business management, commercial financing, development oversight, and investment management. Most recently, he serves as one of the founding partners of Cannon Construction, Blackstone Group Leasing and Management, and RI Property Wire. All of which are growing businesses in the real estate business in Rhode Island. As founding partner, he is responsible for sourcing and analyzing new business opportunities, creating financial models, and managing staff accordingly. Mr. Cotton also serves as an alternate on the zoning board in the city of East Providence where he lives.

**Education:**

Undergraduate: Providence College
Providence, RI
Bachelor of Science – Business Management

**Occupation History:**

**Co-Founder • RI Property Wire Investments**
2013 – Present
- Proprietary real estate investment and development company located in Rhode Island and southern Mass.

**Partner / Co-Founder • Blackstone Group**
2016 – Present
- Expert leasing and property management for investors by investors. We specialize in Rhode Island and Southern Mass.

**Principal • Cannon Construction Group**
2015 – Present
- Cannon Construction Group is a full-service General Contracting & Construction Management Firm that I serve as a founding principal. We specialize in all aspects of commercial and residential work with attention to professionalism, budgets, process transparency, and quality results.

**Partner / Co-Founder • Lux & Eco**
2010 - Present
- Lux & Eco satisfies the needs of those who desire a clean, modern and elegant aesthetic to the products they buy, but who also want to participate in the preservation of the planet’s precious resources. The platform provides green lifestyle enthusiasts with an exclusive venue, offering ready access to the highest quality goods and services, as well as steady access to a luxury eco-conscious lifestyle. By consolidating an unprecedented number of environmentally responsible brands into one e-commerce website, members can save significant time and energy spent on shopping to satisfy their every desire to remain true
to their ethical standards. To complement Lux & Eco’s efforts to generate profitable business growth in luxury green living, the Company will donate 5% of all sales to a charity of the consumer’s choice that reflects their values.

**President / Founder • Seaborn Capital**

- Seaborn Capital is a proprietary investments firm specializing in the management of internal capital, achieving the most appealing collateralized return possible in volatile markets. Our strategy includes public and private equity, fixed income, and derivative trading, private investments, venture capital funding, real estate development and management restructuring, and debt acquisition.

**Derivative Risk Modeling Specialist • Goldman Sachs**

- Helped design the risk models to that Goldman used to navigate the credit derivative crisis
Shane Cooper is a talented entrepreneur with a solid understanding of management and organizational techniques and a proven ability to execute project development with key strengths in technical solutions, sales and marketing, vendor management, client relations, and organizational structure.

**Education:**

Undergraduate: Roger Williams University  
Bristol, Rhode Island  
Bachelor of Science - Criminal Justice and Political Science  

New England Institute of Technology  
Warwick, Rhode Island  
Associate – Information Technology/Networking

**Occupation History:**

**Partner • Blackstone Group, LLC**  
2016 - Present  
- Property Management  
- Leasing  
- Business Development  
- Operations

**Partner • Cannon Construction Group, LLC**  
2015 - Present  
- Operations  
- Business Development  
- Commercial Construction

**Partner • RI Property Wire, LLC**  
2013 - Present  
- Real estate analysis and Investments  
- Management of Renovations and Improvements  
- Raising Capital  
- Staff Management  
- Legal and Financial Coordination  
- Sales
Patner / Project Manager • Sterling Restorations, LLC 2012 - Present
  • Real estate acquisitions, renovations, and sales.

Project Manager / Producer • MetLife 2005 - 2012
  • Responsible for project timeline, design, budgeting, vendor requisition, implementation, client communications, and quality for high level internal projects.
  • Director of Technical Activations at MetLife Stadium
    o Coordinate the production of digital assets between contractors and MetLife stadium production engineers.
    o Review design specifications and test content.
    o Supervise on site program operations.

Building Manager / Project Manager • Bradford St. Apartments 2004- 2009
  • Manage Occupancy: market vacant apartments, interview prospective tenants, review applications, and negotiate lease contracts.
  • Building Maintenance: perform small do-it yourself projects, determine if outsourcing is required, research prospective vendors for price and qualifications, examine quotes and negotiate contracts, manage project budgets, establish project benchmarks, ensure schedules are adhered to.
  • Financial Management: develop and maintain operating budgets, manage cash flow.

Certifications:
  • RI Real Estate Sales Person License
  • RI Contractors Registration
Jeffrey Padwa has practiced in the field of cannabis law since 2017, and is intimately familiar with medical marijuana laws, regulations and guidelines and the compliance requirements of licensees. He has represented numerous medical marijuana cultivators in Rhode Island and marijuana establishments in Massachusetts related to licensing; represented multi-state operators in connection with change of ownership and control transactions involving licenses in Rhode Island and Massachusetts; and worked closely with the Rhode Island Department of Business Regulation, Office of Cannabis Regulation in connection with representing cultivator applicants responding to Show Cause Orders issued by the Office of Cannabis Regulation.

Over the past four years, Mr. Padwa has attended and participated in numerous cannabis industry conferences, including legal conferences as well as online programs, which have included education and training on federal and state laws, including medical marijuana and adult use laws, compliance and other relevant issues. He has provided compliance advice to multiple clients in the cannabis industry, and has developed a cannabis compliance programs for marijuana license holders, including templates for documenting compliance policies, plans and incident reports.

**Education:**

Certification: Harvard University  
Boston, MA  
Cyber Security Risk Management

Undergraduate: Emory University  
Atlanta, GA  
Bachelor of Arts – Economics, Sociology

Graduate: Suffolk University Law School  
Boston, MA  
Juris Doctorate of Law

**Occupation History:**

**Founding Partner • Padwa Law LLC**  
2016 - Present

- Guiding clients in Rhode Island and Massachusetts through state and local government by using the power of personal relationships and messaging.
- Deep understanding of cannabis and hemp licensing and compliance.
Chief of Staff / General Counsel • Office of RI General Treasurer S. Magaziner 2015 - 2016

- Directed strategic planning, legislative initiatives and operations as Chief of Staff to the Rhode Island Treasurer, including oversight of the State's multi-billion dollar pension fund; issuance and refinancing of the State's municipal debt, and creation of the State's Infrastructure Bank.
- Advised on all legislative; procurement; and litigation matters.

City Solicitor • City of Providence 2011 - 2015

- Served as the chief legal counsel to the Mayor, City Council and all agencies, boards and commissions of the city.
- Oversaw all legal operations; negotiated the resolution of numerous significant lawsuits and agreements; initiated numerous strategies to address the vacant, abandoned and foreclosed housing crisis; and recovered millions of dollars lost due to fraud, misuse and waste.

Attorney / Advocate • Padwa Law LLC 2006 - 2011

- Dedicated my law practice to the safety, protection and well-being of seniors by providing Elder Justice, Elder Advocacy and Elder Planning services.
- Held nursing homes accountable for abuse and neglect.
- Taught families how to advocate for loved ones in nursing homes, and helped clients protect their assets.
- Started a Citizens Advocacy Group for the Elderly and testified on numerous safety regulations and laws intended to protect vulnerable seniors.

Non-Profit / Volunteer Affiliations:

Board Member • Western Golf Association - Evans Scholars Foundation 2020 - Present
- Appointed as Board member of the WGA Evans Scholars Foundation, which is a nonprofit organization that provides full tuition and housing college scholarships to golf caddies.
- Operated by the Western Golf Association, the Evans Scholars Foundation has helped more than 11,050 caddies graduate from college since its creation in 1930.

Professional Affiliations:

- Rhode Island Municipal Solicitors Association, President 2012 – 2015
- International Municipal Lawyers Association

Honors & Awards:

Extraordinary Leadership Award 2019
- Awarded by the Network of Jewish Human Service Agencies for exceptional work toward addressing human service needs in Rhode Island.

Maurice Glicksman Leadership Award 2017
- Awarded by the Jewish Seniors Agency of Rhode Island for outstanding leadership.

Comrades Ultramarathon Bronze Medalist 2013
- Ran South Africa's Comrades Ultramarathon (56 miles) in 10:14:58 from Durban to Pietermaritzburg.
- Fundraised on behalf of the Ronald McDonald House of Providence.
Wiedemann Wysocki Award 2003, 2005, 2010

- Awarded by the American Association for Justice for significant contributions to the Civil Justice System.
Curriculum Vitae

Philip A. Salko, M.D.

Education

Fellowship
8/2011 – 7/2012
Primary Care Sports Medicine
With interventional pain management using ultrasound and fluoroscopy guided injections that include lumbar spine, concussion management, osteoporosis, and physician for division 1 teams as well as US Olympic teams. University of Utah at University Orthopedics, SLC, UT

Residency
6/2008 - 6/2011
Family Medicine
Brown University at Memorial Hospital, Pawtucket, RI

Medical School
Doctor of Medicine
Member of Physician Shortage Area Program
Clinical Honors in OBGyn and Family Medicine Sub internship
Jefferson Medical College, Philadelphia, PA

Undergraduate
Bachelor of Arts
Major: Biology Minor: Classical Archaeology and Ancient Arts
Recipient of Michelle Anne Kayal Memorial Scholarship, 2003
Franklin and Marshall College, Lancaster, PA

Employment History

8/2017-Present
Doctor of Primary Care Sports Medicine and Interventional Pain Management. Assistant Professor at Brown Medical School. University Orthopedics, East Greenwich, RI

9/2012-7/2017
Doctor and Chief of Primary Care Sports Medicine and Interventional Pain Management. Providing coverage for URI/Bryant athletics and multiple local high schools. South County Orthopedics/Ortho Rhode Island, Wakefield, RI

2002 and 2005
Medical Assistant. Phoenix Healthcare Group
Carbondale, PA

2002 - 2004
Pre-Healing Arts Intern for Franklin & Marshall College
Lancaster, PA

2002 - 2004
Distler Student Union Executive and Spectacles Video Store Manager – Franklin & Marshall College, Lancaster, PA
Sports Medicine Activities

2019-Present  Head Team Physician.  Salve Regina University

2018-Present  Assistant Team Physician.  Brown University

2015-2017  Head Team Physician.  Bryant University, Smithfield, RI

2013-2016  Physician coverage.  Annual Save the Bay Swim. Jamestown, RI

2009-2012  Event Physician
          Dew tour X-Games (summer and winter) US Speedskating, US bobsled, US ski jumping team, Warwick Cyclo-cross, Cox Providence Marathon.

2008 - 2012  Team Coverage
          University of Utah football, men’s and women’s basketball Rugby, Lacrosse, Ice-Hockey. Jordan High School football and wrestling. Providence College women’s ice hockey and women’s basketball.

2010  Committee member
          Curriculum Update of Sports Medicine and Orthopedics
          Brown Family Medicine Residency Program, Pawtucket, RI

Research Experience

2016  Painful Swelling of the Knee in a Young Soccer Player.  Poster presentation at AMSSM annual conference

2012  Bilateral LisFranc Disruptions.  Unfortunate Luck or Unfortunate Anatomy.  Poster presentation at AMSSM annual conference.

2010-2011  Development of a Sports Medicine Track in the Brown Family Residency associated with Providence College, University of Rhode Island and Johnson and Whales University.  Pawtucket, RI

2003 - 2004  Development of an Assay to measure UV-induced DNA damage by Photolyase repair in the Freshwater zooplankton Daphnia pulicaria.  Lancaster, RI

2004  Short-Term Impact of Vessel Traffic on the Hawaiian Humpback Whale (Megaptera novaeangliae).  Maui, HI

2003  Effects of Sublethal Ultraviolet Radiation on Respiration Rates of Freshwater Cladoceran.  Lacawac Sanctuary, PA

2003  Snail motility in Island Tidal Zones, Stradbrooke Island Queensland, Australia
**Leadership Roles**

2019-present  Brown University Clinical Faculty Advisory Committee Member

2018-present  President. Rhode Island Academy of Family Physicians

2014-present  Member of Rhode Island Interscholastic League Sports Medicine Advisory Committee

2014-present  Board Member. Brown Family Medicine Alumni Association

2015-2018  Assistant Director, Brown Primary Care Sports Medicine Fellowship, Providence, RI

2015-2018  Secretary/Treasurer. Rhode Island Academy of Family Physicians

2011  Brown Family Residency Resident Teacher of the Year.

2009 - 2011  Sports Medicine Resident Liaison
Brown Family Medicine Residency Program, Pawtucket, RI

2008 - 2011  Clinical Operations Committee
Family Care Center at Memorial Hospital, Pawtucket, RI

2010  SubCommittee Member
Development of Computerized Papanicolaou test protocol
Brown Family Medicine Residency Program, Pawtucket, RI

2008-2010  Recruiting Chief
Brown Family Medicine Residency Program, Pawtucket, RI

2006  Applications of Clinical Medicine Student Liaison
Jefferson Medical College, Philadelphia, PA

2003-2004  President
Porter Scientific Society (member since 2001)
Franklin &Marshall College, Lancaster, PA

2003-2004  Vice-President
Alpha Epsilon Delta Premedical Honor Society
Franklin &Marshall College, Lancaster, PA

**Volunteer Experience**

2016  Dancing with the Doctors Annual Fundraiser. Lincoln, RI
2012-2016  Member of the Public Relations Committee for the AMSSM

2009-present  Doctoring
Teaching history and physical exam skills to 1st and 2nd year medical students, Brown University, Providence, RI

2012-present Rhode Island Medical Reserve Corps and Disaster Medical Assistant Team

2011 Innovations in Medical Education
Committee designed to evaluate how medical school has prepared residents in different fields. University of Utah, SLC, UT

2008 - 2009 Rhode Island Free Clinic
Providence, RI

2004 - 2008 JeffHope Free Clinic
Philadelphia, PA

2004 JeffHope for Kids daycare program
Philadelphia, PA

2001-2002 Preceptorship Program coordinator and member
Lancaster general hospital and Franklin & Marshall College
Lancaster, PA

**Hobbies & Interests**

Surfing, Farming, Golfing, Soccer, Rock climbing, Skiing, Soccer, Snowboarding, Traveling (functional-literate in Spanish)
Sean M Crowley, Advisory Committee Member

EDUCATION
BA Criminal Justice 2001

EXPERIENCE: 11/09-Present – Trooper, Rhode Island State Police
Assignments:
• 12/2018 – Present: Training Academy Staff – Senior Academy Instructor for 2019 Training Academy Class; Patrol Tactics/Officer Safety Instructor; Report Writing Instructor; FTO Coordinator; Firearms Instructor
• 06/2014 – 12/2018: Lincoln Woods Barracks – Patrol; Field Training Officer (2016)
• 06/2010 – 04/2011: Lincoln Woods Barracks - Patrol

Specialty Training:
• 12/2019 – NESPAC Drill Instructor School – New Braintree, MA
• 12/2018 – FLETC Active Shooter Threat Instructor Course - Providence, RI
• 06/2018 – Tactical Dynamics Advanced Patrol Tactics Course – Taunton, MA
• 03/2018 – Roger Williams Instructor Development Course – Portsmouth, RI
• 02/2017 – Law Enforcement Active Diffusion Strategies – Barrington, RI
• 02/2016 – Active Shooter Threat Instructor Course – Meriden, CT
• 04/2015 – FEMA WMD Emergency Response Training – Anniston, AL
• 11/2013 – NESPAC Advanced Entry Tactical School – New Braintree, MA
• 09/2013 – NESPAC Basic Tactical School – Narragansett, RI
• 09/2013 – NESPAC Emergency Response Diver Phase II – New Bedford, MA
• 05/2013 – Law Enforcement Officers Killed & Assaulted Workshop – Lincoln, RI
• 09/2012 – NESPAC Emergency Response Diver Phase I – Burlington, VT
• 06/2011 – RI EMA Land Navigation Course – East Greenwich, RI
• 05/2011 – Basic Search and Rescue Course – East Greenwich, RI

Additional Duties and Responsibilities:
• Tactical Team – Assistant Team Leader; Sniper
• Weapons of Mass Destruction Tactical Team
• Division Marine Unit
• Executive Security to the Governor (Auxiliary Member)
• Firearms Instructor
• Field Training Officer (class of 2013, 2016)

MILITARY EXPERIENCE: 12/01-08/06 – Captain, Infantry, United States Army
8/04-8/06 Scout Platoon Leader: Lead 43-person team in Tikrit, Iraq responsible for providing reconnaissance, sniper, and security support for 1,200-person infantry battalion during Operation IRAQI FREEDOM III. Responsible for employing and maintaining 3 Bradley Fighting Vehicles, 10 Combat Humvees, 3 Unmanned Aerial Vehicles, weapons and equipment worth $10
million. Responsible for managing company arms room and night vision goggles worth $5 million.

- Planned and executed over 300 combat operations ranging from combat patrols, surveillance/counter-surveillance, observation posts, sniper missions, Unmanned Aerial Vehicle (UAV) observation missions, counter-mortar missions, counter-improvised explosive device operations, and Explosive Ordinance Disposal security operations resulting in the capture of 4 High Value Targets, security of the Main Supply Route, and denial of key terrain to the enemy.
- Planned and executed improved sniper, urban operations, and reflexive fire training program that increased combat capability 25%.
- Assisted in planning battalion route from Kuwait to Tikrit, Iraq and leading 100 combat and support vehicles over 500 miles across hostile terrain, resulting in 100% mission success.
- Mentored team members to improve their performance, resulting in 14 promotions to positions of greater leadership and increased responsibility.
- Rated by battalion commander as “Best” out of 25 platoon leaders in battalion.

12/01-8/04 Rifle Platoon Leader: Lead 34-person team in Iraq providing mechanized infantry support for 1,200-person mechanized infantry battalion during Operation IRAQI FREEDOM I. Responsible for employing and maintaining 4 Bradley Fighting Vehicles, weapons, and equipment worth $8 million.

- Lead team during initial invasion of Iraq that provided infantry support during 23 days of sustained ground combat operations, contributing to capture of Saddam Hussein International Airport in Baghdad, Iraq.
- Spearheaded team executing 60 combat patrols during Operation IRAQI FREEDOM, contributing to mission success.
- Lead team executing successful peacekeeping operations.
- Partnered with local Iraqi leaders to defuse public demonstrations and developed good working relationships, maintaining peace in assigned sector.
- Planned and executed improved training program; resulted in selection by company commander over 2 platoons to execute “Most” difficult tasks during company evaluations.
- Lead team recognized as battalion “TOP GUN” and “Best” of 44 Bradley Fighting Vehicle crews in battalion during gunnery exercise; awarded Army Commendation Medal.
- Rated by battalion commander as “Best” out of 16 platoon leaders in battalion.
- Attended and successfully completed 2 months Basic Officer Leadership Course, 3 months Infantry Officer Basic Course, 4 weeks Bradley Fighting Vehicle Mechanized Leaders Course, 3 weeks Airborne School, 2 months Ranger School.

**Awards/Decorations:** Bronze Star, Army Commendation Medal with “V” Device for Valor (Oak Leaf Cluster), Presidential Unit Citation, National Defense Service Medal, Iraq Campaign Medal, Global War on Terrorism Expeditionary Medal, Global War on Terrorism Service Medal, Combat Infantryman Badge, Ranger Tab, Parachutist Badge.

**Languages:** Spanish
EXECUTIVE SUMMARY

Three-time National Award-winning Senior Bio-Pharmaceutical professional with 22+ years of experience in sales, marketing and leadership positions. Expert in territory strategy, growing customer base and gaining product support from physicians and leadership to consistently exceed goals. Experienced in tactical planning for product launches, strong analytical, and problem-solving skills complement talents in relationship building, training, and consultative sales.

CORE COMPETENCIES

Organizational Agility
Compliance and Policies
Business Acumen
Aspiration and Motivational Fit
Tri-Lingual

DISCIPLINES

- Oncology
- Virology
- Neurology
- Urology
- Pulmonary
- Cardiovascular
- Rheumatology

EDUCATION

Salve Regina University
Newport, RI
Master of Business Administration
Business Management
• GPA 3.65—Cum Laude

Southern Connecticut State University
New Haven, CT
Bachelor of Science in Sports Medicine

Quinnipiac University
Hamden, CT
Biology

LINDA M. PEREIRA

BIO-PHARMACEUTICAL EXECUTIVE

Pharmacies an Abbvie Company | Sunnyvale, CA
Hematology Oncology Clinical Account Representative - 2019-Present
Promoting Biotech Hematology rare disease brand imbruvica®, a small molecule BTK Inhibitor indicated for Chronic Lymphocytic Leukemia, SLL, Mantle Cell Lymphoma, Waldenstrom's Macroglobulinemia, Marginal Zone Lymphoma, and Chronic Lymphocytic Leukemia with a high mutational burden.

- Currently ranked #2 out of 54 Territories Nationally 113%
- Insight to Action IT Point for Northeast 2020
- Member of the 2020 Colleague Collaboration Initiative
- Developing and driving sales performance in a challenging territory (CT, MA, & RI) with health care providers that are both institutional and community based (Yale, Smilow, Stanford, RCCA, Stir, Francis, Berkshire Medical, Lifespan and Baystate) Specialty Pharmacy Contracts
- Creating educational opportunities, delivering in-services to providers and pharmacists to aid with education for new patient starts and minimize discontinuation
- Proficient in Concur, VeevaCRM, IQ 20/20 Data, STAR and Workday Platforms

Bristol-Myers Squibb | Princeton, NJ
Senior Territory Business Manager—Hematology Oncology Specialist - 2011—2019
Promoted Opdivo®, Solid Tumors Empliciti®, Multiple Myeloma and Sprycel® Ph+GML to Oncology Specialists.

- Won Best Performers Award in Hawaii—Finished 2nd in Nation 147% of IC HIV Goal
- Selected to represent BMS in the 2018 Coast to Coast for Cancer Ride Across the USA
- Selected as the Non-Profit Secure the Future Preceptor- Spring 2014 in South Africa & Zimbabwe
- District Sales Trainer- January 2014-2016
- Consistently in top 20% of National HIV Virology sales force –Promoted to HCV Specialist
- Consultant in high risk behaviors including drug abuse to create sustainable outcomes
- Presented the District Integration Award at the National Virology Action Summit- Feb. 2013
- Developed high performance sales by acquiring 7 new accounts with no previous prescribing history
- Executed over 22 high-level Educational Speaker Programs within 1 year 2018

Senior Territory Business Manager—Virology Hepatitis C & HIV Specialist

- Launched HCV brand Daklinza® to Infectious Disease and Gastroenterology specialists in the Boston area, reaching 100% of goal (Dana Farber, BMC, Brigham and Women’s)
- Increased overall market share and volume promoting Atripla® and Reylata®
- Managed matured products through a challenging sales cycle
- Strategically overcome opposition with the entrance of many new competitive agents to market
- Moved territory from the bottom of the nation on all measurable parameters to top 5% of Nation

Boehringer Ingelheim Pharmaceuticals, INC | Ridgefield, CT
Executive HIV Specialist - 1998—2011
Promoted brands Viramune® and Aptivus® to Infectious Disease specialists.

- Two-time National President’s Club Award Winner: Aspen & Quebec
- Selected by leadership to partake in a 6 month HIV Marketing Preceptorship in corporate office
- Selected to participate in the MDC—Management Training Program
- Golden Achievement Award Winner top Mobic® Sales led to specially promotion
- Launched- Mobic® Rheumatoid Arthritis and Aggronex® for Stroke/TIA, Mirapex®, Flomax®
- Early Career: Promoted brands Combivir®, Atrovent®, Micardis®,

CONTACT
Connor Yost
Connor has served as the Director of a specialized cannabis consulting firm, helping to bring new life to the forefront of the emerging legal cannabis industry since 2012. Connor has been instrumental in the license acquisition, license renewal, and operations nationwide. Connor has, and continues to, collaborate with the brightest and most forward-thinking business leaders in the cannabis industry, allowing him to amass an impressive skillset and network of resources. Connor has found success through his commitment to compliance, industry best practices and a hands-on project management approach.

Core Competencies:

Professional Experience:
- Director of Cannabis Specialized Consulting firm (6+ years)
- Co-Founder of Maine based Adult Use Marijuana Store
  - Completed State and Municipal license applications
  - Assisted in corporate set up, creation of business plan, capital raise
  - Facility design, layout planning, process development
- Co-Founder of Ohio based Medical Marijuana Dispensary
  - Completed State license application
  - Drafted Standard Operating Procedures that were vetted by the shape
  - Advised dispensary manager throughout setup and launch of sales
- Key Project Manager for vertically integrated (cultivation, manufacturing, retail) company in Massachusetts, licensed for both medical and adult use operations (2 years)
  - Coordinated design and buildout of 67,000 Square Foot cultivation and manufacturing facility, managed vendor relationships, conducted weekly construction meetings
  - Worked with security contractors to strategically fulfill all security requirements and layout of monitoring, access control, and alarm systems
  - Assisted in the design of two affiliated retail dispensaries including layout, themes, logo and marketing material, and product mix
  - Developed written Policies and Procedures which received state approval and are used for employee training
- Lead Consultant for writing and revising all operating procedures for a fully operational, vertically integrated cannabis company in Massachusetts
  - Shadowed and worked alongside all positions in the company to draft written step by step procedures of each role
- Implemented comprehensive document management and training software system housing SOP’s and training materials for vertically integrated cannabis company in ME
- Lead Consultant for the adult use license acquisition of more than 8 cannabis operations in MA
  - Drafted policies and procedures, created business plan, managed State requests and ensured successful licensure
- Lead Consultant during the successful acquisition of 3 competitive Host Community Agreements in northeastern MA
  - Drafted business plan, operating procedures, community benefits, financial projections
• Met with planners, Mayor and other local stakeholders
• Conducted public meetings with local community and citizens
  • Manager of a Tribal Hemp cultivation and processing company (3 years)
      • Awarded the 2nd hemp cultivation license in state history through the state’s pilot program
      • Coordinated the launch, set up and cultivation of a 10-acre industrial hemp farm
  • Served as outsourced controller for a property management company
     • Managed cash flows and balances, supervised and trained accountant, assisted with HR and hiring

Community Participation:
• Alumni Mentor for a University’s First Year Innovation and Experience Program
• Board Member of a 501(c)3 non-profit organization which through education, research, and charity, aims to accelerate the science and awareness of alternative medicines

Education:
• Bachelor of Science in Business Administration, Peter T. Paul School of Business, University of New Hampshire

Recognitions:
• Nominated for Propel Young Professional of the Year (2019), (2020)
Alice Evans

Summary
Cannabis business consultant specializing in operations, licensing, and startup advisory. Experienced in retail operations, inventory management, and building sound brand and launch strategies.

Top Skills
- Strategic Planning, Change Management
- Sales, Marketing, Development
- Operations & Process Alignment
- SOP Development
- Retail Design/Layout
- Financial Modeling
- Sales / Distribution strategy

Professional Experience

Nucleus One Consulting, Portland, ME  Consultant  September 2019 - Present
- Consultant for boutique firm specializing in cannabis business strategy, operations, finance, and governance.
- Assisted clients with analysis, guidance, and management advisory to go to market or improve performance.
- Provided licensing and startup services for multiple cannabis businesses.
- Conducted financial modeling and market analysis for cannabis businesses in different sectors and states.
- Developed and helped implement Standard Operating Procedures for retail and vertically integrated operations.
- Additionally responsible for conducting Financial & Operational analyses, Strategic planning initiatives, organizational alignment, systems and process mapping, market analyses, feasibility studies, and project management.

CIEE, Portland, ME  Director, High School Study Programs  July 2016 - June 2019
- Oversaw operations, support, and domestic sales ("placement") for high school exchange student program.
- Responsible for DOS and DHS compliance and maintaining service delivery quality standards.
- Developed/Delivered new programming and products, brought to launch in emerging international markets.
- Developed best practices, internal audits, and all new SOPs and manuals for department.
- Responsible for budget planning, management, forecasting.
- Drove domestic recruitment and on-boarding efforts for host families, local coordinators and educational institutions with 600+ growth YOY.
- Managed integration of new custom application management and CRM and systems.

Education

Colby College, Waterville, ME  B.A., Science, Technology & Society  May 2010
- Dean’s list, Academic All-American, Honors Thesis, Student Justice - Judicial Board, Student Orientation Leader, Captain of Swimming & Diving team, Student Mentor

Additional Skills & Certifications
- Board Member, Portland Food Council
- Board Member, Quince & Co.
- Advanced Leadership Development Program, KDJ Consulting
- Sales Management Excellence Certificate & Sales Advantage Training Certificate, Dale Carnegie
- Intercultural Communication Inventory & Training, Intercultural Development Institute
- Certificate in Grant Writing, USM School of Professional Development
Introduction
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Employment Policies
Sample COVID Workplace Safety Notice
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 ________________________________

[Signature]

Date

12/1/2020

David L. Johnston
Printed Name

Print Title: President
Print Name of Applicant/Licensee: Rhode Island Care Concepts, Inc.
EXHIBIT F

Part 5 – Compassion Center Application Required Exhibits
Exhibit F – Compassion Center Premises Requirements

i. 711 Kingstown Road, South Kingstown, R.I.
Assessor’s Plat 57-2 Lot 76
Zoning District: CH (Commercial Highway)

ii. Applicant is proposing construction of a new building on the premises tailored specifically for use as a Compassion Center. The property and proposed improvements are ideally suited for use as a Compassion Center. The use is allowed pursuant to a Special Use Permit for which applicant has a final application pending. Applicant has submitted a complete Zoning Application and will be heard in January 2021 for final approval pursuant to DBR’s requirements and response to Question 5 of “Questions Asked by Interested Parties.” Applicant has completed the Technical Review Committee hearing and Development Plan Review before the Planning Board obtaining favorable decisions, which are a pre-requisite in South Kingstown for submitting a Zoning Application. (See Letter from Zoning Officer attached to this Exhibit).

iii. The property is not within 1,000 feet of a pre-existing school. See attached 1,000 foot radius map which delineates the 1,000 foot perimeter, showing that the nearest property line of a Public or Private Pre-existing School is outside of the radius in compliance with RIGL §21-28.6-12(f)(2).

iv. (1-3) See attached Floor Plans with Elevations and Security System and Alarm Floorplan detailing areas where medical marijuana will be stored, processed packaged manufactured and dispenses as well as restricted, and limited access areas, all entrance exits partitions as well as the location of all security cameras, alarms and equipment. Lastly, said floor plans also detail designated spaces for patient access in addition to space for patient enrollment, education and waiting.

(4) The property is serviced by a RIPTA bus route (see attached RITPA 2020 Service Map).

(5) As detailed in the attached Site Plan, the property contains 45 off-street parking spaces with adequate spaces reserved for handicap access. A detailed Traffic Impact Assessment was performed on behalf of applicant, which is attached hereto, showing that the proposed traffic volume and circulation does not negatively impact local traffic or safety and that the number of off-street parking spaces available are sufficient to handle projected patient volume.
(6) The building, as detailed in the Floor Plans with Elevations will be a new construction, therefore the entire building, including restrooms, parking and pedestrian areas, exit and entryways shall be ADA Compliant.

(7) The proposed Building is located 240 feet from Kingstown Road, and is accessed by a 180 foot long driveway into the parking area. The public right of way to the south is approximately 275’ from the proposed building. Vehicular traffic shall flow in a one pattern into the property from the driveway extending from Kingstown Road and exit Southerly from the property, ultimately back to Kingstown Road via a signalized intersection.

v. The premises is set-back from the Kingstown Road behind two existing businesses offering excellent off-street parking and traffic flow conditions. The facility will be easily accessible by pedestrian traffic, public transit users as well as vehicular traffic. The building is designed to fit into the village in which it will sit from the exterior. However, the property shall maintain sufficient lighting, security equipment, black-out windows to keep the interior of the building, including where marijuana is to be stored or dispensed, completely concealed from the exterior of the building.

vi. Please see the attached Option Agreement and Assignment to Applicant between the current owner, RSP Realty, LLC and CCJ, a Rhode Island General Partnership as affected as an assignment of Option Agreement from CCJ, RIGP to Rhode Island Care Concepts, Inc. for use of the property as a Compassion Center.

LIST OF SUPPORTING DOCUMENTATION ATTACHED HEREWITH

1. Letter from Zoning Official
2. 1,000 foot radius map with Distance School Parcel
3. Floor Plan with Elevations
4. Security Camera & System Floorplan
5. RIPTA 2020 Service Map
6. Site Plan – 8 Sheets per Set
7. Lighting Plan
   a. Version A: Hours of Operation
   b. Version B: After-Hours
8. Traffic Impact Assessment
9. Option Agreement and Assignment of Agreement to Applicant
December 9, 2020

Rhode Island Care Concepts, Inc.
15 Circle Street
East Providence, RI 02915

Re: The Rhode Island Care Concepts, Inc. (the “Applicant”); Status of Zoning Application for issuance of a Special Use Permit concerning property located at 711 Kingstown Road, Wakefield, RI; Assessor’s Plat 57-2, Lot 76 (the “Property”)

Dear Sir or Madam:

This letter confirms receipt of the Applicant’s submission of a Zoning Board of Review Application for a Special Use Permit (the “Application”) to use the above-referenced Property as a Marijuana Retail Facility (Medical Marijuana Compassion Center). Please be advised that the Application submission has been deemed complete.

The Application is set for hearing before the South Kingstown Zoning Board of Review on Wednesday, January 20, 2021

The Property is located in a CH – Commercial Highway zoning district within the Town of South Kingstown. The applicant’s proposed use of the Property as a Marijuana Retail Facility (Medical Marijuana Compassion Center) is permitted in the Commercial Highway zoning district subject to the granting of the applied-for special use permit.

Sincerely,

[Signature]

James Gorman
Interim Building/Zoning Official
Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

- Color: Bronze
- Weight: 195.0 lbs

### Technical Specifications

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- **Anchor Bolt:**
  - Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

- **Anchor Bolt Templates:**
  - WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available online.

- **Pre-Shipped Anchor Bolts:**
  - Bolts can be pre-shipped upon request for additional freight charge

- **Max EPA’s/Max Weights:**
  - 70MPH 15.7 ft/430 lb.
  - 80MPH 10.7 ft/425 lb.
  - 90MPH 7.3 ft/420 lb.
  - 100MPH 4.9 ft/400 lb.
  - 110MPH 3.1 ft/395 lb.
  - 120MPH 1.7 ft/395 lb.
  - 130MPH 0.7 ft/360 lb

- **Other**
  - **Terms of Sale:** Pole Terms of Sale is available online

- **Buy American Act Compliance:**
  - RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.
**Features**

- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Pole caps, base covers & bolts are sold separately
- Custom manufactured for each application

**Dimensions**

[Diagram showing dimensions of the product]
Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

Color: Bronze  Weight: 195.0 lbs

Technical Specifications

**Listings**

**CSA Listed:**
Suitable for wet locations

**Construction**

**Shaft:**
46,000 p.s.i. minimum yield.

**Hand Holes:**
Reinforced with grounding lug and removable cover

**Base Plates:**
36,000 p.s.i. minimum yield.

**Shipping Protection:**
All poles are shipped in individual corrugated cartons to prevent finish damage

**Color:**
Bronze powder coating

**Height:**
20 FT

**Weight:**
195 lbs

**Gauge:**
7

**Wall Thickness:**
3/16"

**Shaft Size:**
4"

**Hand Hole Dimensions:**
3" x 5"

**Bolt Circle:**
8 1/2"

**Base Dimension:**
8"

**Anchor Bolt:**
Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

**Anchor Bolt Templates:**
WARNING: Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available online.

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RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.
**Dimensions**

![Dimensions Diagram]

**Features**

- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Pole caps, base covers & bolts are sold separately
- Custom manufactured for each application
June 26, 2020

Mr. David L. Johnston, Esq.
CCJ, LLC

Re: Proposed Land Development Project
Medical Marijuana Facility
711 Kingstown Road
South Kingstown, Rhode Island 02879

Dear Mr. Johnston:

BETA Group, Inc., in accordance with our scope of services, has completed a planning level traffic assessment of existing and future operational and safety conditions of the immediate servicing roadways to a proposed medical marijuana facility on Kingstown Road (Route 108) in the Town of South Kingstown, Rhode Island. This study was completed for submission to the town and state as part of the development plan approval process and provides a summary of existing roadway conditions and an estimate of future traffic conditions if the project was to be approved and constructed.

Based upon our discussions and a review of the site development plan provided by your office, it is our understanding that the current proposal includes razing an existing small structure formerly utilized as the Clarks Farm Garden Center to allow for redevelopment. The redeveloped parcel will include construction of a single 2,760 square foot building to accommodate a medical marijuana facility. Access and egress to the property will be provided at a one-way enter only driveway on Route 108, and a one-way exit only driveway on a local street, which will be referenced as Indian Run Village access road in accordance with record RIDOT plans.

The following is a summary of our investigation of the potential impacts and recommendations to provide safe and efficient access to the subject property;

**PROJECT APPROACH**

The objective of the following study is to determine if any operational and/or traffic safety concerns presently exist along the local servicing roadways, specifically Route 108 and the Indian Run Village access road in the immediate site vicinity. The subject property is situated on a parcel of land on the easterly side of Kingstown Road (Route 108), just north of Old Tower Hill Road. Refer to Figure 1, Project Vicinity Map, for the project location within the community. A review of the existing roadway features was completed to determine if any potential deficiencies presently warrant mitigation. In addition to existing conditions, the analysis also included the assessment of potential impacts resulting from the traffic generated by the proposed medical marijuana facility project. The study focused on these issues.
and made recommendations for improvements if determined necessary, based upon the findings of the data collection and analysis phases of the study.

In order to complete our analysis, the following scope of work was conducted for the project:

- An inventory of the physical roadway characteristics of Route 108 and the Indian Run Village access road in the immediate site vicinity to determine the adequacy of the existing roadway geometric features in reference to safety and operations.
- Review of available traffic data to define the existing traffic patterns and operation characteristics along the servicing roadways.
- An analysis of accident records obtained from the South Kingstown Police Department to determine if there are any safety concerns relative to the frequency, severity or pattern of crashes in the immediate site vicinity.
- A site plan for the proposed medical marijuana facility prepared by SFM Engineering Associates was reviewed to define future roadway conditions at the access drive intersections to the new business.
- An analysis of the data collected, evaluation of the proposed design and development of recommendations if determined necessary to provide a safe and efficient access to the site.

**PROJECT AREA**

As noted in the previous section, the subject parcel is situated along the easterly side of Route 108 just north of Old Tower Hill Road and is defined by Assessor’s Plat 57-2, Lot 76, which contains approximately 2.27 acres of fully developed land. The property currently has a single building utilized for retail use that will be razed to accommodate the medical prescription marijuana facility. Access/egress to the site will be provided from an existing one-way entrance only driveway on Route 108, and from an existing one-way exit only driveway on the Indian Run Village access road. The Indian Run Village access road provides access to several commercial properties and the Indian Run Village apartment complex at its easterly terminus. Figure 2 on the following page depicts the general project area, and the boundary lines of the subject property.

Land use in the immediate area can be defined as predominantly commercial in nature along Route 108 including the subject parcel. In the immediate area surrounding the property are a small commercial plaza to the south, a Midas Auto Center and a restaurant to the west, the Indian Run Village Apartments to the east, and an undeveloped, wooded property to the north. Just south of the subject parcel along Old Tower Hill Road, properties are predominantly commercial in nature including small shopping plazas, restaurants, gas stations, banks, professional offices, a US Post Office, car dealerships, and the Wakefield Mall.

Kingstown Road (Route 108) will serve as the primary access route to the redeveloped property with the Indian Run Village access road providing immediate local access. Based upon the operating characteristics along the roadway adjacent to the site, and the estimated volume and type of traffic
associated with the commercial business, a study impact area was defined for the project. The limits of
the analysis focused on Route 108 between the Old Tower Hill Road and Broad Rock Road, with a
primary focus on the site access driveways to the new business and the adjacent signalized intersection.

**EXISTING CONDITIONS**

**ROADWAYS**

*Kingstown Road (Route 108)*

Kingstown Road (Route 108) is a north/south principal arterial extending south from the Narragansett
Town Line northerly to Mooresfield Road (Route 138). Route 108 provides immediate local access to
abutting properties but also links to higher order facilities including US Route 1 to the south. In the
project area, Kingstown Road is approximately 44 feet wide that transitions from a two-lane section
including a center two-way left turn lane north of the site, to a four-lane section heading south to Old Tower
Hill Road. The transition, approximately 75 feet in length, occurs along the subject property
frontage as can be seen on the adjacent photograph. North of the site, Kingstown Road consist of a
15-foot travel lane and 4-foot shoulder on the northbound direction and 12-foot travel lane
and 1-foot shoulder on the southbound direction separated by a 12-foot two-way left turn center lane. South of the site, Kingstown
Road consist of two 10.5-foot travel lanes and 1-foot shoulder in each direction.

The pavement surface can be classified as being in fair condition with visible block cracking. Cement
concrete curbing and sidewalks are provided on both sides of Kingstown Road. Cobra-head light fixtures
are located along the westerly side of the corridor on utility poles for nighttime illumination. The speed
limit is posted at 25 MPH in the site vicinity.

*Indian Run Village Access Road*

The Indian Run Village access road is a short local street that extends from Route 108 to the east to Old
Tower Hill Road to the south. The roadway runs easterly from Route 108 for approximately 400 feet
then turns 90-degrees southerly for approximately 500 feet to Old Tower Hill Road. As previously
mentioned, the roadway provides local access to multiple businesses in an adjacent plaza and the *Indian
Run Village* apartment complex. In the project area, the Indian Run Village access road is approximately
26 feet wide consisting of a 13-foot travel in each direction with no pavement markings.
The pavement surface can be classified as being in fair condition with visible minor alligator cracking. Cement concrete curbing is provided on both sides of the road with no sidewalks. Cobra-head light fixtures on utility poles and individual light posts are located along the southerly side of the roadway for nighttime illumination. There was no observed posted speed limit in the vicinity and was assumed to be 25 MPH due to the commercial and residential nature of the area. The adjacent photograph page depicts the physical characteristics of the Indian Run Village access road looking east towards the apartment complex with the site driveway on the left.

**INTERSECTIONS**

_East Kingston Road (Route 108) at Indian Run Village Access Road_

Kingstown Road intersects the Indian Run Village access road to form a 3-way, “T”-type, signalized intersection. The Kingstown Road northbound approach provides a thru lane and a shared thru/right lane. The Kingstown Road southbound approach provides a shared left/thru lane and a thru lane. The Indian Run Village access road westbound approach provides a single all-purpose lane. Marked crosswalks with curb ramps are provided across the southbound and westbound approaches to the intersection.

The adjacent photograph depicts the typical characteristics of the intersection looking south on Kingstown Road. The traffic signal system appears to be in good working condition. The layout of the equipment consists of mast arm mounted signal heads with in-road vehicle loop detection. A combination of pedestal mounted, and pole bracket mounted pedestrian signal heads with pedestrian push buttons, though not ADA-compliant, are present for the southbound marked crosswalk only.
The intersection was determined to operate in a fully actuated mode consisting of two phases. The Kingstown Road northbound and southbound movements are serviced under a single permitted phase, followed by the Indian Run Village access road westbound approach.

**Traffic Flow Data**

Existing traffic flow characteristics for this area were obtained from available record data from RIDOT. Traffic counts cannot be presently collected as a result of traffic patterns not being consistent with typical daily traffic conditions due to the current state of emergency in place in Rhode Island. Recent manual turning movement count data in the project area from RIDOT is available and has been utilized as a basis of analysis for this project. In addition, our office has completed recent studies in the downtown Wakefield area and have current traffic information along the servicing roadways.

The turning movement count data found that Route 108 services approximately 1,650 vehicles during the weekday afternoon peak hour with approximately 700 vehicles northbound and 950 vehicles southbound. During the same time period, the Indian Run Village access road serviced a low volume of 70 vehicles with approximately 40 vehicles eastbound and 30 vehicles westbound.

**Safety Analysis**

To determine if there are any limiting factors affecting safety relating to access to the proposed commercial project, the physical characteristics of Kingstown Road (Route 108) and the Indian Run Village access road in the project area, and specifically at the proposed site driveway locations, were investigated. These limiting factors would potentially include horizontal or vertical alignment changes or roadside obstructions that limit sight distances for vehicles traveling along the road or entering the road from a side street or driveway location. In this instance, the sight distance standard is necessary to permit turning vehicles to safely enter and exit the site driveways.

The vertical and horizontal alignment of Route 108 in the project area can be described as generally level and relatively straight with a gradual horizontal curve north of the site. Based upon the existing roadway geometry as described, the available sight distance for vehicles entering at the existing site driveway location on Route 108, which will be restricted to enter only, are greater than 700 feet to the south through the signalized junction with the Indian Run Village access road. This value is in excess of AASHTO’s recommended minimum sight distance of 155 feet based on the posted speed limit of 25 mph and the 250 feet for the observed travel speeds ranging from 30 to 35 mph. It should be noted that the speeds are highly variable due to the controlled junction with the Indian Run Village access road, where vehicles are turning off or onto Route 108 at a low speed, or slowing to the stop line at the traffic signal.

The vertical and horizontal alignment of the Indian Run Village access road in the site vicinity can be described as level and generally straight to the apartment complex where there is an intersecting street approximately 170 feet to the east of the site driveway. This intersecting street or access road is not signed or controlled for movements as vehicle speeds are low as a result of the roadway geometry, though warning or intersection control signs could be considered to enhance safety. These physical features provide sight distances at the existing site driveway, which will be a one-way exit only driveway, in excess of 200 feet to the west through the signalized junction with Route 108 and in excess of 170 feet to the east. These values are greater than the 155-foot minimum stopping sight distance required according to AASHTO design standards for the assumed speed limit of 25 mph and observed travel...
conditions. Speeds are highly variable along this short section of road due to the controlled Route 108 junction, where vehicles are turning off or onto the Indian Run Village access road at a low speed or slowing to the stop line at the traffic signal.

It should be noted that overgrown vegetation along the northerly side of the property frontage was observed. This vegetation (small trees, hedges, and brush) could potentially restrict both the sight lines for vehicles exiting the site driveway and the visibility of the site driveway for vehicles travelling along the Indian Run Village access road if allowed to mature further. The adjacent photograph depicts the small amount of vegetation referenced. To maintain available sight lines at the site driveway intersection, appropriate trimming and clearing of this vegetation should be completed on a regular basis during the growing season.

As a result of the preliminary evaluation of the existing roadway geometry and physical features, it does not appear that any substantive physical roadway safety deficiencies exist within the defined study area. Also, as part of our analysis, accident data was obtained from the South Kingstown Police Department for the latest three-year period from January, 2017 to December, 2019 to determine if Route 108 servicing the project experienced a high frequency or pattern of accidents requiring mitigation.

A total of 14 crashes (avg. 5 per year) occurred in the project area over the three-year study period, with two involving injuries. Summarizing the data, three accidents with one involving injury, occurred at the signalized intersection of Route 108 with the Indian Run Village access road; three accidents, with no injury, occurred at the unsignalized intersection of Route 108 with School Street; and eight accidents with one involving injury occurred along Route 108 between the Indian Run Village access road and School Street.

All three accidents at the signalized intersection of Route 108 with the Indian Village Run access road were rear-end collisions, which is typical of signalized junctions due to the numerous starting and stopping movements required for the signal change intervals. At the unsignalized intersection of Route 108 with School Street, two accidents were rear end collisions, and one was an angle crash attributed to a vehicle not yielding the right of way. In addition, four of the accidents that occurred along the section of Route 108 between the Indian Run Village access road and School Street were sideswipe (same direction) collisions, two were angle crashes, and two were rear end collisions. Two of the sideswipe collisions were attributed to vehicles changing lanes to avoid turning vehicles and the other two were attributed to the merge from two lanes to one lane. Both angle crashes involved vehicles turning left onto the former Benny’s store driveway and both rear-end collisions involved turning vehicles being rear-ended.
Based upon the historical accident data obtained from the local police department, and a review of existing roadway geometry and operations, minor traffic related safety improvements could be investigated to improve safety along the Indian Run Village access road. As previously mentioned, it is recommended that the vegetation along the northerly property frontage be trimmed or removed as necessary to maintain sight lines for vehicles exiting the site driveway which would also improve visibility of the site driveway while travelling along the access road. The safety of the intersection at the easterly terminus of the access road with the apartment complex as noted could be improved with intersection control or warning signage for proper control of conflicting movements. Also, at the main entrance to the site, the driveway is shared with the adjacent businesses without any directional signage. It is recommended that a one-way entrance sign be installed to clearly delineate use of this driveway on Route 108.

TRIP GENERATION

To determine the traffic impact of a proposed development, estimates of anticipated traffic to be generated by a particular land use must be calculated. As previously discussed, the development proposal includes razing of an existing garden nursery building to accommodate a medical marijuana facility. Access and egress to the proposed medical marijuana facility will be provided at an existing one-way entrance only driveway on Route 108 and at an existing one-way exit only driveway on the Indian Run Village access road. Figure 3 on the following page depicts the site layout and access plan.

For this site, projected traffic volumes for the proposed medical marijuana facility were based on trip data obtained at an existing medical marijuana dispensary, *Greenleaf Compassion Center*, on West Main Road in the Town of Portsmouth, Rhode Island, other full retail facilities in Massachusetts and the use of trip generation factors. These factors are taken from the “Trip Generation” Manual, an informational report published by the Institute of Transportation Engineers (ITE), a national professional organization for traffic and transportation engineers. The data provided in the ITE report are based on extensive traffic studies for various types of land uses (residential, commercial, industrial, etc.). This data has been found to be very reliable and provides a sound basis for estimating vehicle trips for new development projects.

The new business is anticipated to be open seven (7) days a week from 10 AM to 8 PM. As can be seen, it will not be open until late morning, therefore the morning commuter peak would not be impacted by the facility. The operating characteristics of this business are generally consistent where patient visits are typically low during the late morning and into the early afternoon hours. A majority of customers, or roughly 50%, typically visit a facility during the late afternoon between 3:00 PM and closing. To be conservative in our analysis, 50% of these customers arriving in the peak five hour time period for the business have been assumed to be serviced during a one hour period between 4:30 PM and 5:30 PM. This one hour period would be consistent with the peak afternoon volume period on the adjacent servicing roadways.

In estimating future site trips, as noted, data was reviewed sites in Massachusetts and from the ITE trip data. This available information includes only sites that provided full medical and recreational sales of marijuana, which is not what is proposed for the Wakefield site. Therefore, traffic count data was obtained at an existing medical marijuana dispensary on West Main Road in the Town of Portsmouth,
Rhode Island. This information was reviewed for a comparison of trip volumes for this particular land use in the local community. The ITE manual suggests that if a similar or like land use is available in the region of study, data could be obtained to confirm ITE rates, or to use the independent study rates if they are more applicable. Table 1 below summarizes the peak hour trip volumes estimated for the medical marijuana facility project including trips at the existing marijuana dispensary in Portsmouth, Rhode Island. The vehicle trip calculations utilizing the operational data as described including traffic volumes from an existing marijuana dispensary in Portsmouth, Rhode Island are provided in the Appendix.

**TABLE 1 - Trip Generation Estimate**

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**TRAFFIC CAPACITY ANALYSIS**

The key to any traffic impact analysis is the evaluation of roadway operations during peak traffic periods on the servicing roadway system. This situation would occur when the site-generated traffic, combined with the traffic volumes on the main roadway, result in the highest one-hour volume serviced along a roadway segment, or through an intersection. Review of the traffic data found that weekday afternoon peak hour would represent this worst-case combination of site-generated traffic with the servicing roadway peak traffic period.

The Highway Capacity Manual methodology provides the most accurate means of evaluating traffic capacity and delays for roadways and intersections. The results of this procedure are expressed in terms of Level of Service (LOS). Level of Service is a qualitative measure of traffic flow efficiency based on anticipated vehicle delays. For example, LOS “A” represents the best condition with little or no delay, while LOS “F” indicates that the roadway/intersection is at full capacity resulting in extended vehicle delays and potential queuing. Table 2 outlines the Level of Service delay criteria presented in the Highway Capacity Manual for unsignalized and signalized intersections.

**TABLE 2: Highway Capacity Manual Criteria**

<table>
<thead>
<tr>
<th>Level of Service</th>
<th>Unsignalized Delay Per Vehicle (sec)</th>
<th>Signalized Delay Per Vehicle (sec)</th>
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<tr>
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<td>&lt;10</td>
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<tr>
<td>B</td>
<td>&gt;10 and &lt;15</td>
<td>&gt;10 and &lt;20</td>
</tr>
<tr>
<td>C</td>
<td>&gt;15 and &lt;25</td>
<td>&gt;20 and &lt;35</td>
</tr>
<tr>
<td>D</td>
<td>&gt;25 and &lt;35</td>
<td>&gt;35 and &lt;55</td>
</tr>
<tr>
<td>E</td>
<td>&gt;35 and &lt;50</td>
<td>&gt;55 and &lt;80</td>
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<tr>
<td>F</td>
<td>&gt;50</td>
<td>&gt;80</td>
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The Route 108 intersections with the Indian Run Village access road and with the site driveway, and the intersection of the Indian Run Village access road with the site driveway were analyzed for the weekday PM peak hour, which would represent the period of the greatest impact of site related traffic on the servicing roadways. It is anticipated that the small commercial project is to be completed and fully operational within a 12-month period where traffic volumes along the servicing roadways will be substantially the same. Therefore, for this project, base traffic was not expanded further for the build condition other than site related traffic in order to assess existing versus proposed conditions. The capacity analysis worksheets are included in the Appendix and Table 3 below summarizes the results of the analyses.

### TABLE 3: Level of Service Summary

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<th>Location / Movement</th>
<th>Existing</th>
<th>Future Build</th>
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<td>Route 108 SB</td>
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(S) – Signalized

Table 3 depicts both the current and future build operating conditions at the study intersection of Route 108 with the Indian Run Village access road. As can be seen in the table, the signalized junction currently operates overall at an efficient Level of Service (LOS) A with the critical movements experiencing minor delays of under 11 seconds representing LOS B or better during the daily PM peak period.

Under the future build conditions, the analysis found that the estimated increase in traffic during the afternoon peak period resulting from the proposed medical marijuana facility will have no discernable impact on overall traffic operations at the intersection. The signalized intersection will continue to operate at an efficient LOS A with critical movements experiencing minor delays of less than 16 seconds representing LOS B or better during the PM peak period.

Specifically relating to vehicles entering and exiting the redeveloped property, the left turn entering movement at the unsignalized intersection of the propose site driveway with Route 108 will operate efficiently with minimal delays during the afternoon peak conditions due to the estimated low volumes for this movement, coupled with the restriction to an enter only movement, which does not require analysis. In addition, the site one-way exit only driveway on the Indian Run Village access road will
operate efficiently with minimal delays during the afternoon peak conditions due to the low volumes experienced on the Indian Run Village access road.

**CONCLUSIONS AND RECOMMENDATIONS**

In summary, the study has shown that the proposed site access and circulation plan has been designed to maintain a desirable level of safety and efficiency on the servicing roadway system. The safety of the intersections of the proposed access driveway on Route 108 and on the Indian Run Village access road were reviewed for geometry and sight distances. The study intersections were determined to provide sufficient sight distances in accordance with AASHTO criteria for visibility and decision making of drivers attempting to enter/exit main street traffic from the proposed site driveways.

In reference to safety, as previously noted relative to the site driveways, it was recommend that minor clearing of roadside vegetation at the site exit driveway intersection with the Indian Run Village access road for sight line enhancement be completed and that an entrance only sign be installed at the Route 108 driveway.

The results of the operational analysis determined that the estimated minor increase in traffic during the daily peak period resulting from the proposed project will have a negligible effect on overall traffic operations along the servicing roadways, particularly during the daily afternoon peak hour when the new medical marijuana facility was estimated to generate its highest daily traffic volumes.

Therefore, based upon the data collected on the servicing roadways and the analysis completed as part of this study, it can be concluded that the future traffic conditions resulting from the proposed medical marijuana facility will provide for adequate and safe access to a public street, and will not have a detrimental effect on public safety and welfare in the study area.

We trust this letter sufficiently addresses the requirements of the Town of South Kingstown to obtain your local approvals and the RIDOT for access to the state highway. If you should have any questions or require any additional information, please do not hesitate to contact our office.

Very truly yours,
BETA Group, Inc.


APPENDIX

A. Traffic Volume Data
B. Traffic Crash Data
C. Trip Generation
D. Operational Analysis
APPENDIX A – Traffic Volume Data

Intersection Turning Movement Count

Kingstown Road (Route 108) at Indian Run Village

Dispensary Counts

Greenleaf Compassion Center (Medical Only) – Portsmouth, RI
Green Remedies Dispensary (Medical and Recreational) – Marlborough, MA
Caroline’s Dispensary (Medical and Recreational) – Uxbridge, MA
Intersection Turning Movement Count

Kingstown Road (Route 108) at Indian Run Village
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### Cataldo Associates Inc.
**Civil Engineers**
(401) 453-3300

**File Name:** KINGSTOWN & INDIAN RUN VILLAGE
**Site Code:** 00012406
**Start Date:** 01/24/2006

**Page No:** 2

**Groups Printed:** AUTOS & LIGHT TRUCKS - HEAVY VEHICLES

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---

**KINGSTOWN ROAD**

![Diagram of traffic flows and volumes at the site, showing traffic counts and factor calculations for different time periods.](image-url)
### Traffic Volume and Counts

#### KINGSTOWN ROAD

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Left</th>
<th>Thru</th>
<th>Right</th>
<th>Peds</th>
<th>App. Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southbound</td>
<td>18</td>
<td>928</td>
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<td>0</td>
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<td>8</td>
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<td>0</td>
<td>669</td>
<td>9</td>
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#### INDIAN RUN VILLAGE

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<th>Right</th>
<th>Peds</th>
<th>App. Total</th>
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<tr>
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<td>67.5</td>
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<td>96.4</td>
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#### KINGSTOWN ROAD

<table>
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<tr>
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<th>Left</th>
<th>Thru</th>
<th>Right</th>
<th>Peds</th>
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#### Peak Hour: 04:30 PM to 05:15 PM

**Peak Factor:**
- SOUTHBOUND: 0.940
- INDIAN RUN VILLAGE: 0.939
- NORTHBOUND: 0.769

#### Traffic Diagram:

- 1/24/2006 4:30:00 PM
- 1/24/2006 5:15:00 PM
- AUTOS & LIGHT TRUCKS
- HEAVY VEHICLES

#### Not Narrated:

- Out: 0
- In: 0
- Total: 0
APPENDIX B – Traffic Crash Data

January 2017 through December 2019

Kingstown Road (Route 108) – School Street to Indian Run Village
## Accident Data Summary

<table>
<thead>
<tr>
<th></th>
<th>Year 2017</th>
<th>Year 2018</th>
<th>Year 2019</th>
<th>Total</th>
<th>Average per Year</th>
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<td>3</td>
<td>3</td>
<td>2</td>
<td>8</td>
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<td>2</td>
<td>1</td>
<td>0</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Kingstown Road (Route 108) at School Street</td>
<td>2</td>
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<td>1</td>
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<td>1</td>
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# Kingstown Road (Route 108) - Indian Run Village Access Road to School Street

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<th>Percent</th>
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</tr>
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<td>0%</td>
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<td>0%</td>
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<td>7</td>
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</tr>
<tr>
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</tr>
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<td>Snow</td>
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# Kingstown Road (Route 108) at Indian Run Village Access Road

<table>
<thead>
<tr>
<th>Collision Type</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>Total</th>
<th>Percent</th>
</tr>
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<tbody>
<tr>
<td>Rear End</td>
<td>2</td>
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<td>3</td>
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</tr>
<tr>
<td>Angle</td>
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<td>0%</td>
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<td>Pedestrian</td>
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</tr>
<tr>
<td>Sideswipe, Same Direction</td>
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<td>0%</td>
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<th>Total</th>
<th>Percent</th>
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<tr>
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</tr>
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<td>Dusk</td>
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<td>0%</td>
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<td>1</td>
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</tr>
<tr>
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<tr>
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<th>Percent</th>
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<tbody>
<tr>
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<td>0</td>
<td>2</td>
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<td>1</td>
<td>33%</td>
</tr>
<tr>
<td>Snow</td>
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<tr>
<td>Slush</td>
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</tr>
<tr>
<td>Ice/Frost</td>
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<th>Percent</th>
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<td>0%</td>
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Total Accidents: 2 1 0 3
# Kingstown Road (Route 108) at School Street

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<th>Total</th>
<th>Percent</th>
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<tbody>
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<td>2</td>
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</tr>
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<td>Angle</td>
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<td>33%</td>
</tr>
<tr>
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<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Pedestrian</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Sideswipe, Same Direction</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Sideswipe, Opposite Direction</td>
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<td>0</td>
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<td>Unknown</td>
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<th></th>
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<tbody>
<tr>
<td>Property</td>
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<td>1</td>
<td>3</td>
<td>100%</td>
</tr>
<tr>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
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<tr>
<th>Light Condition</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Daylight</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>3</td>
<td>100%</td>
</tr>
<tr>
<td>Dawn</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Dusk</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Dark - Lighted</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Dark - Not Lighted</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Dark - Unknown Lighting</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Road Condition</th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Dry</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>67%</td>
</tr>
<tr>
<td>Wet</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>33%</td>
</tr>
<tr>
<td>Snow</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Slush</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Ice/Frost</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Water</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Sand, Mud Dirt, Oil, Gravel</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Unknown</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Hour of Day</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6:00 AM - 9:00 AM</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>9:00 AM - 3:00 PM</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>3:00 PM - 6:00 PM</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>33%</td>
</tr>
<tr>
<td>6:00 PM - 6:00 AM</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>67%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Accidents:</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<tr>
<td></td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX C – Trip Generation

ITE Trip Generation Summary

Site Trip Distribution
ITE Trip Generation Summary
Trip Generation Summary

Summary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Enter</th>
<th>Exit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM Peak</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>PM Peak</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent Study</td>
<td>75</td>
<td>75</td>
<td>150</td>
</tr>
</tbody>
</table>

Calculations:

Independent Study

Medical Marijuana Dispensary;

- South Kingstown facility is estimated to serve approximately 300 patients per day.
- Hours of Operation;
  - Monday - Sunday 10:00 AM to 8:00 PM
- Typical Purchase profile;
  - 50% of daily patients are serviced between the hours of 3:00 PM and closing
  - 50% of those patients are serviced during the one peak hour of adjacent street traffic
- Patients are serviced in less than one hour.
**Trip Rate Calculations;**

**Greenleaf Compassion Center (Portsmouth, RI)**

Assume Newport County patients and approximately 60% of Bristol County patients are serviced at the Portsmouth location.

Newport County Population = 85,000  
Bristol County Population = 50,000  
Washington County Population = 127,000

Population serviced at Portsmouth Location;  
\[ 85,000 + (50,000 \times 0.60) = 115,000 \]

PM Peak Hour Trips at Portsmouth Location = 135 Total Trips (65 Enter / 70 Exit)

Rate \[= \frac{135 \text{ Trips}}{115} = 1.17 \text{ Trips per 1,000 Residents} \]

**Vehicle Trips**  
Trips (T) = 1.17 x 127 = 150 Trips

**Vehicle Distribution 50% Enter/50% Exit**

<table>
<thead>
<tr>
<th></th>
<th>Enter</th>
<th>Exit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>75</td>
<td>75</td>
</tr>
</tbody>
</table>

**Total** \[150 \text{ trips} \]
Site Trip Distribution
APPENDIX D – Operational Analysis

Existing Conditions

Kingstown Road (Route 108) at Indian Run Village

Future Build Conditions

Kingstown Road (Route 108) at Indian Run Village
Existing Weekday PM Peak Hour

Kingstown Road (Route 108) at Indian Run Village
Turning Movement Diagram

Major Street: Kingstown Rd. (Rte. 108)
City/Town: S. Kingstown, RI
Reference No.: 7154
Existing: PM Peak Hour

Minor Street: Indian Run Village
Day of Week: Weekday
Peak Period: 4:30 PM - 5:30 PM
Future: n/a

NORTH
## Existing Conditions Synchro 11 Light Report

### Lane Group Flow (vph)

<table>
<thead>
<tr>
<th>Lane Group</th>
<th>WBL</th>
<th>WBR</th>
<th>NBT</th>
<th>NBR</th>
<th>SBL</th>
<th>SBT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Volume (vph)</td>
<td>5</td>
<td>30</td>
<td>670</td>
<td>10</td>
<td>20</td>
<td>930</td>
</tr>
<tr>
<td>Future Volume (vph)</td>
<td>5</td>
<td>30</td>
<td>670</td>
<td>10</td>
<td>20</td>
<td>930</td>
</tr>
<tr>
<td>Satd. Flow (prot)</td>
<td>1666</td>
<td>0</td>
<td>3568</td>
<td>0</td>
<td>0</td>
<td>3571</td>
</tr>
<tr>
<td>Flt Permitted</td>
<td>0.993</td>
<td>0.938</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satd. Flow (perm)</td>
<td>1666</td>
<td>0</td>
<td>3568</td>
<td>0</td>
<td>0</td>
<td>3353</td>
</tr>
<tr>
<td>Satd. Flow (RTOR)</td>
<td>32</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lane Group Flow (vph)</td>
<td>37</td>
<td>0</td>
<td>724</td>
<td>0</td>
<td>0</td>
<td>1010</td>
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<td>Turn Type</td>
<td>Prot</td>
<td>NA</td>
<td>Perm</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protected Phases</td>
<td>8</td>
<td>2</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permitted Phases</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Split (s)</td>
<td>19.0</td>
<td>34.5</td>
<td>34.5</td>
<td>34.5</td>
<td></td>
<td></td>
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<tr>
<td>Total Lost Time (s)</td>
<td>4.0</td>
<td>4.5</td>
<td>4.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Act Effct Green (s)</td>
<td>5.4</td>
<td>42.2</td>
<td>42.2</td>
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<tr>
<td>Actuated g/C Ratio</td>
<td>0.11</td>
<td>0.88</td>
<td>0.88</td>
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<td></td>
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<tr>
<td>v/c Ratio</td>
<td>0.17</td>
<td>0.23</td>
<td>0.34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control Delay</td>
<td>10.9</td>
<td>1.8</td>
<td>2.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Queue Delay</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Delay</td>
<td>10.9</td>
<td>1.8</td>
<td>2.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOS</td>
<td>B</td>
<td>A</td>
<td>A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approach Delay</td>
<td>10.9</td>
<td>1.8</td>
<td>2.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approach LOS</td>
<td>B</td>
<td>A</td>
<td>A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Queue Length 50th (ft)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Queue Length 95th (ft)</td>
<td>19</td>
<td>45</td>
<td>72</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Internal Link Dist (ft)</td>
<td>286</td>
<td>249</td>
<td>608</td>
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<tr>
<td>Turn Bay Length (ft)</td>
<td>Base Capacity (vph)</td>
<td>541</td>
<td>3121</td>
<td>2932</td>
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<td>Starvation Cap Reductn</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spillback Cap Reductn</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage Cap Reductn</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reduced v/c Ratio</td>
<td>0.07</td>
<td>0.23</td>
<td>0.34</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Intersection Summary

- Cycle Length: 53.5
- Actuated Cycle Length: 48.2
- Control Type: Actuated-Uncoordinated
- Maximum v/c Ratio: 0.34
- Intersection Signal Delay: 2.2
- Intersection Capacity Utilization 51.2%
- Analysis Period (min) 15

### Splits and Phases

- Split 1: 34.5 s
- Split 2: 34.5 s
- Split 3: 19 s
Future Build Weekday PM Peak Hour

Kingstown Road (Route 108) at Indian Run Village
<table>
<thead>
<tr>
<th>Lane Group</th>
<th>WBL</th>
<th>WBR</th>
<th>NBT</th>
<th>NBR</th>
<th>SBL</th>
<th>SBT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Traffic Volume (vph)</strong></td>
<td>65</td>
<td>45</td>
<td>730</td>
<td>10</td>
<td>20</td>
<td>930</td>
</tr>
<tr>
<td><strong>Future Volume (vph)</strong></td>
<td>65</td>
<td>45</td>
<td>730</td>
<td>10</td>
<td>20</td>
<td>930</td>
</tr>
<tr>
<td><strong>Satd. Flow (prot)</strong></td>
<td>1743</td>
<td>0</td>
<td>3568</td>
<td>0</td>
<td>0</td>
<td>3571</td>
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<td><strong>Frl Permitted</strong></td>
<td>0.971</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.935</td>
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<tr>
<td><strong>Satd. Flow (perm)</strong></td>
<td>1743</td>
<td>0</td>
<td>3568</td>
<td>0</td>
<td>0</td>
<td>3343</td>
</tr>
<tr>
<td><strong>Satd. Flow (RTOR)</strong></td>
<td>48</td>
<td></td>
<td>4</td>
<td></td>
<td></td>
<td></td>
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<td>0</td>
<td>788</td>
<td>0</td>
<td>0</td>
<td>1010</td>
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<tr>
<td><strong>Turn Type Prot</strong></td>
<td>Prot</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Permitted Phases</strong></td>
<td>8</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td>6</td>
</tr>
</tbody>
</table>

| ** Total Split (s)** | 19.0 | 34.5 | 34.5 | 34.5 |
| **Total Lost Time (s)** | 4.0  | 4.5  | 4.5  |
| **Act Effct Green (s)** | 6.8  | 33.7 | 33.7 |
| **Actuated g/C Ratio** | 0.15 | 0.72 | 0.72 |
| **v/c Ratio** | 0.40 | 0.30 | 0.42 |
| **Control Delay** | 15.6 | 3.6  | 4.3  |
| **Queue Delay** | 0.0  | 0.0  | 0.0  |
| **Total Delay** | 15.6 | 3.6  | 4.3  |
| **LOS** | B    | A    | A    |
| **Approach Delay** | 15.6 | 3.6  | 4.3  |
| **Approach LOS** | B    | A    | A    |
| **Queue Length 50th (ft)** | 16   | 32   | 46   |
| **Queue Length 95th (ft)** | 50   | 67   | 96   |
| **Internal Link Dist (ft)** | 141  | 249  | 218  |
| **Turn Bay Length (ft)** | 596  | 2589 | 2425 |
| **Base Capacity (vph)** | 596  | 2589 | 2425 |
| **Starvation Cap Reductn** | 0    | 0    | 0    |
| **Spillback Cap Reductn** | 0    | 0    | 0    |
| **Storage Cap Reductn** | 0    | 0    | 0    |
| **Reduced v/c Ratio** | 0.20 | 0.30 | 0.42 |

**Intersection Summary**

- **Cycle Length**: 53.5
- **Actuated Cycle Length**: 46.5
- **Control Type**: Actuated-Uncoordinated
- **Maximum v/c Ratio**: 0.42
- **Intersection Signal Delay**: 4.7
- **Intersection LOS**: A
- **Intersection Capacity Utilization**: 53.4%
- **ICU Level of Service**: A
- **Analysis Period (min)**: 15

**Splits and Phases**: 3:
ASSIGNMENT OF OPTION AGREEMENT

WHEREAS, CCJ, RIGP a Rhode Island General Partnership has executed a contract effective January 15, 2020 with RSP Realty, LLC as “Seller,” and CCJ, RIGP as “Lessee” of that certain real estate located at 711 Kingstown Rd. South Kingstown (Wakefield) R.I.

WHEREAS, CCJ, RIGP desires to assign all of its rights and obligations under said contract to Rhode Island Care Concepts, Inc.

WHEREAS Rhode Island Concepts, Inc. agrees to accept all rights and obligations under said contract.

THEREFORE, CCJ, RIGP hereby assigns his interest in the above-described contract to Rhode Island Care Concepts, Inc. which hereby accepts said assignment and agrees to act as “Lessee” under said contract.

Witness our hands and seals this 2nd Day of December, 2020

CCJ, RIGP

[Signature]

David L. Johnston, Partner

Witness

CCJ, RIGP

[Signature]

Shane Cooper, Partner

Witness

CCJ, RIGP

[Signature]

Andrew Cotton, Partner

Witness

Rhode Island Care Concepts, Inc.

By: David L. Johnston, President

Witness

Rhode Island Care Concepts, Inc.

By: Andrew Cotton, Secretary

Witness
OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") is made this 15th day of January 2020 (the Effective Date), by and amongst David Johnston, Shane Cooper and Andrew Cotton, operating as CCJ, a Rhode Island General Partnership, (or its successors and assigns) with a mailing address of [Redacted] (hereinafter referred to as "Lessor" or "CCJ") and RSP Realty, LLC a Rhode Island Limited Liability Company with a mailing address of [Redacted] (hereinafter referred to as "Lessor" or "RSP").

WITNESSETH:

WHEREAS, RSP is the owner of certain property located 711 Kingstown Road, Wakefield, Rhode Island (the "Premises"); and

WHEREAS, CCJ, through its Partners, David Johnston, Shane Cooper and Andrew Cotton, are applying for a license from the Rhode Island Department of Business Regulation (DBR) and the Town of South Kingstown, for a license to own and operate a compassion center (the "License"); and

WHEREAS, RSP and CCJ have agreed to negotiate in good faith to execute a lease for the Premises (the "Lease Agreement") on terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by the parties one to the other, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged as follows:

- CCJ agrees to pay the sum of Three Thousand Dollars ($3,000.00) per month, as of the Effective Date, for the sole right and option to enter into the Lease Agreement ("Option Period");

- RSP agrees that CCJ may designate the Premises as its proposed location for the License and as such RSP Agrees not to lease, sell, convey or otherwise alienate the Premises during the pendency of this Agreement;

- CCJ agrees and understands that RSP shall continue to operate its business, as currently conducted from the Premises, during the Option Period;
• The terms and conditions under which RSP is willing to negotiate the Lease Agreement with CCJ are as follows:

  • **Premises:** The land, buildings, and all appurtenances thereon in there as is where is condition.

  • **Lease Term:** A period of ten (10) years commencing the earlier of, (a) August 1, 2020; or (b) CCJ’s receipt of the License and any other necessary approvals from DBR and the Town of South Kingstown to operate a Compassion Center.

  • **Base Rent:** Six Thousand Dollars ($6,000) per month, triple-net, for a term of ten (10) years.

  • **Option To Purchase:** The parties agree that CCP shall have the right and option to Purchase the Premises, on commercially reasonable terms and conditions, for the sum of eight hundred fifty ($850,000,00) dollars on or before the date that is twelve months from the effective date of the Lease Agreement (“Purchase Option Date”).

  • **Right of First Refusal:** Following the Purchase Option Date and for the remainder of the Lease Term, CCJ shall have first right of refusal for the purchase of the Premises.

• In the event CCJ is denied its license either by DBR, municipality, or any other regulatory agency with jurisdiction, then CCJ may terminate this agreement by not less than thirty (30) days written notice to RSP and thereafter this agreement and all obligations there in shall cease and terminate.

• **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

**IN WITNESS WHEREOF,** the parties have executed and delivered this Agreement as of the Effective Date set forth above.
CCJ, RIGP

By: David L. Johnston, Authorized Partner

RSP Realty, LLC

By: Richard Clark, Member.