NEW MEXICO DEPARTMENT OF HEALTH

Non-Profit Producer License Application Form

As used in this application, and except as otherwise indicated, "you" and "applicant" refer to the non-profit corporation that is applying for producer licensure. Where your response exceeds the space provided in this form, attach additional pages as necessary.

Section A: Business Information

1. Legal Name of Applicant: **Keyway, INC.**			
2. Trade Name of Applicant: **Shift New Mexico**			
3. Applicant's Business Address: **24 Bisbee Court**			
4. City: **Santa Fe**		5. State: **NM**	6. Zip Code: **87508**
7. Daytime Telephone Number: **505-310-2278**		8. E-mail Address: **mattclarkelaw@gmail.com**	
9. Applicant's Mailing Address (if different than business address): **1322 Paseo De Peralta**			10. City: **Santa Fe**
11. State: **NM**	12. Zip Code: **87501**	13. Daytime Telephone Number: **505-310-2278**	14. Fax Number: **N/A**

Section B: Contact Information

The New Mexico Department of Health will communicate directly with the Primary Contact regarding this application and will only communicate with the alternate contact, if one is designated. All communications sent to your designated contact(s) will be assumed received by you and it will be your responsibility to notify us if any of your contact information changes.

15. Name of Primary Contact: **Matt Clarke**	16. Primary Contact Title: **Executive Director**
17. Primary Contact E-mail Address: **mattclarkelaw@gmail.com**	18. Primary Contact Telephone Number: **505-310-2278**
19. Name of Alternate Contact (*Optional*): **Tracy Sanders**	20. Alternate Contact Title: **Counsel**
21. Alternate Contact E-mail Address: **Tracy@sanderslawpc.com**	22. Alternate Contact Telephone Number: **505-780-5524**

Section C: Incorporation Information

23. Date of Incorporation:	24. Place of Incorporation:
April 22, 2015	**Santa Fe, NM**
25. Fiscal Year Date: **01/01-12/31**	26. Tax I.D. Number: **[redacted]8321**

Section D: Proposed Production Facility Information

27. Proposed Production Facility Physical Street Address:			28. City:
24 Bisbee Court			**Santa Fe**
29. State: **NM**	30. Zip Code: **87508**	31. Telephone Number: **505-310-2278**	32. Fax Number: **N/A**

33. Own or Lease Property: ☐ Own ☒ Lease **Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.**	34. Name and Mailing Address of Property Owner: **John Ballew** **3 Bisbee Lane** **Santa Fe, NM 87508**

Section E: Proposed Distribution Location Information

35. Proposed Distribution Physical Street Address:			36. City:
24 Bisbee Court			**Santa Fe**
37. State: **NM**	38. Zip Code: **87508**	39. Telephone Number: **505-310-2278**	40. Fax Number: **N/A**

41. Own or Lease Property: ☐ Own ☒ Lease **Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.**	42. Name of Property Owner: **John Ballew**
43. Second Proposed Distribution Physical Street Address (as applicable): **We are looking at retail locations in Las Cruces and Gallup as these markets remain underserved. Until then we plan to use courier services to provide medicine to these cities.**	44. City: **Las Cruces & Gallup**

45. State: **NM**	46. Zip Code: **N/A**	47. Telephone Number: **N/A**	48. Fax Number: **N/A**

49. Own or Lease Property: ☐ Own ☒ Lease **Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.**	50. Name of Property Owner: **N/A**

Section F: Business Association Information

51. Are any of your board members or employees associated with any licensed non-profit producer or producer applicant? This includes licensed producers or applicants for producer licensure with whom you share management or property, or from whom you anticipate renting property or receiving services.
☐ Yes ■ No

If yes, provide the name of all individuals with whom your board members or employees are associated in the boxes below. Attach additional pages if necessary.

52. Associated Entity: **N/A**	53. Entity Type: ☐ Licensed Producer ☐ Applicant
54. Associated Entity: **N/A**	55. Entity Type: ☐ Licensed Producer ☐ Applicant

Section G: Testing Laboratory (This is only required if you have already selected an approved laboratory)

56. Testing Laboratory Name: **Steep Hill Labs**	57. Laboratory License No. **Not approved yet**
58. Address: **N/A**	

59. City: **N/A**	60. State: **NM**	61. Zip Code: **N/A**

62. Telephone Number: **N/A**	63. Fax Number: **N/A**	64. E-mail Address: **N/A**

Section H: Non-Profit Producer Business Hours

65. State the proposed production facility's business hours for each day:		66. State the proposed distribution location(s)' business hours for each day:	
Monday	**8AM-6PM**	Monday	**8AM-6PM**
Tuesday	**8AM-6PM**	Tuesday	**8AM-6PM**
Wednesday	**8AM-6PM**	Wednesday	**8AM-6PM**
Thursday	**8AM-6PM**	Thursday	**8AM-6PM**
Friday	**8AM-6PM**	Friday	**8AM-6PM**
Saturday	**8AM-6PM**	Saturday	**8AM-6PM**
Sunday	**8AM-6PM**	Sunday	**8AM-6PM**

Section I: Other Business Names & Addresses

List all names under which the applicant has done business or has held itself out to the public as doing business. Do not limit your response to business operations in New Mexico. Attach additional pages if necessary.

67. Name: **Shift New Mexico**	68. Time Period: **04/2015 - Current**
69. Name: **N/A**	70. Time Period: **N/A**

71. Name: N/A	72. Time Period: N/A
73. Name: N/A	74. Time Period: N/A

Section J: Non-Profit Producer Backers

Provide the following information for each non-profit producer backer. A non-profit producer backer is any person (including any legal entity) with a direct or indirect financial interest in the applicant, including but not limited to a creditor, and any person having ownership interest in any real estate or other property utilized or anticipated to be utilized by the applicant.

Each backer identified in response to this section must complete and sign Appendix B.

75. Name:	76. Financial interest
Matt Cantou Clarke	**$225,000**
CannaCounsel, LLC	**$50,000**
Bootstrap Capital, LLC	**$50,000**

Section K: Board of Directors and Other High-Level Employees

Provide the following information for each board of director member and high-level employee who will::

- directly or indirectly have control over, or participate in the management or operation of, the applicant; or
- who currently receives, or who reasonably can be expected to receive, within one calendar year, compensation from the applicant exceeding $100,000.

Create additional copies of this page if necessary.

Each person identified in response to this section must complete and sign a copy of Appendix B.

77. Name (First, Middle, Last) and Mailing Address:	78. Title:	79. Role:
Matt, Cantou, Clarke ESQ [redacted]	**Executive Director of Non-Profit & Member of Management Company**	**Execution of the non-profit's mission**
Rollin, Vaughn, Oden MD, MPH [redacted]	**Board Member of Non-Profit**	**Medical Advisor**
Debbie, Jo, Jesko RN [redacted]	**Board Member of Non-Profit**	**Medical Advisor**
Honorable (Retired) Michael, Eugene, Vigil [redacted]	**Board Member of Non-Profit**	**Patient and Program Advocate**
Kevin, Ray, Grannon [redacted]	**Board Member of Non-Profit**	[redacted]
Monico, Robert, Abeyta [redacted]	**Board Member of Non-Profit**	[redacted]
Michal, Mokryn, Hayes ESQ [redacted]	**Board Member of Non-Profit & Member of the Management Company**	[redacted] **Patient Outreach & Cultivation**
John, Wesley, Watson [redacted]	**Manager**	**Cultivation & Wholesale**
Reed, Landon, Porter [redacted]	**Consultant and Member of Management Company**	**Cultivation**
Robert, Lawrence, McEvoy [redacted]	**Consultant and Member of Management Company**	**Compliance & Education**
Travis, Lee, Howard [redacted]	**General Manager and Member of Management Company**	**Business Management**
Henry, Schlee, Hilberg III [redacted]	**Member of Management Company**	**Silent Partner**

Section K: Board of Directors and Other High-Level Employees

Provide the following information for each board of director member and high-level employee who will::

- directly or indirectly have control over, or participate in the management or operation of, the applicant; or
- who currently receives, or who reasonably can be expected to receive, within one calendar year, compensation from the applicant exceeding $100,000.

Create additional copies of this page if necessary.

Each person identified in response to this section must complete and sign a copy of Appendix B.

77. Name (First, Middle, Last) and Mailing Address:	78. Title:	79. Role:
Eric, Taylor, Ford [redacted]	**Manager**	**Retail Operations**
James, Allen, Hayes ESQ [redacted]	**Member of Management Company**	**Secretary of Management LLC**
Daniel, M, Jacobs [redacted]	**Member of Management Company**	**Silent Partner**

Section L: Financial Statement

Set forth in the boxes below all expenses greater than $5,000 incurred in connection with the establishment of your medical cannabis operations and the sources of the funds for each. Attach additional pages if necessary. The NM DOH may require backup documentation.

80. Expense Item:	81. Cost:	82. Source of Funds:
Application and Licensing Fees	**$40,000.00**	**Loan**
Security Equipment	**$30,000.00**	**Loan**
Grow and Retail Construction - Tenant Finish	**$150,000.00**	**Loan**
Earnest Money	**$10,000.00**	**Loan**
Grow Equipment	**$40,000.00**	**Loan**

Section M: Security System

Identify the companies that will provide security services for the production facility and any distribution locations if a license is awarded. Include a detailed description of the services to be offered by the security company in your Security Plan.

83. Primary Security Company Name: **Sapphire Protection**

84. Primary Security Company Address (including Apartment or Suite #):			85. City:
209 West 2nd Street #171			**Fort Worth**
86. State:	87. Zip Code:	88. Telephone Number:	89. Fax Number:
TX	**76102**	**817-336-4423**	**N/A**

90. E-mail Address: **tonyrgallo@gmail.com**

Section N: Legal Proceedings

91. Has the applicant ever had any petition filed by or against it, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period? ☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

92. Has the applicant ever had a professional license, permit or registration in New Mexico, or any other State, suspended, revoked or otherwise subjected to disciplinary action? ☐ Yes ■ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

93. Is the applicant a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed $500,000 above any insurance coverage available to cover the claim? ☐ Yes ■ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

94. Has the applicant ever had any fines or other penalties over $10,000 assessed by any regulatory agency? ☐ Yes ■ No

Section O: Criminal Actions

95. Have members of the board of directors or key personnel of the applicant ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or are any such charges pending? ■ Yes ☐ No

If the answer above is "yes", attach a statement providing the case number(s), date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

I hereby certify that the above information is correct and complete.

I fully understand that if any information or material submitted to the Department of Health is falsified, this application may be denied on that basis alone, and the falsification may be referred to law enforcement authorities. As the duly authorized representative of the applicant, I hereby make the above certifications on behalf of the applicant.

96. Signature:	97. Date Signed:
	5/1/15

SentryLink

National Criminal Records Report

Report dated: 4/20/15

Search results for:

First name = John
Last name = Watson
Date of birth = [redacted]1980
SSN = [redacted]6135
Jurisdiction = ALL

NOTE: Information contained herein is derived solely from public records, which may not be 100% accurate or complete. Users should not assume that this data provides a complete or accurate history of any person's criminal history. Users should consult state and federal laws before using this information in making decisions on hiring or firing of employees.

SentryLink, LLC assumes no liability for any claims for damages arising from the use of this data beyond the actual cost of the searches performed.

WATSON, JOHN WESLEY

Texas Dept of Public Safety

Offender ID: 06498010

Race	WHITE
Sex	MALE
Height	6 ft, 2 in
Weight	265
Eye color	BROWN
Hair color	BROWN

N/A

Charge	POSS MARIJUANA < 2OZ - POSS MARIHUANA < 2 OZ
Type	Misdemeanor - Class B
Disposed	6/8/01
Disposition	CONVICTED
Sentenced	6/8/01
ID Number	06498010
Cause Number	2000471106
Agency Description	TEXAS TECH POLICE DEPARTMENT
Offense Date	8/26/00
Arrest Offense	POSS MARIJUANA < 2OZ
Arrest Literal	POSS MARIHUANA < 2 OZ
Statute Citation	13751121
Original Degree of Offense	Misdemeanor - Class B
Arrest Disposition	DISPOSITION UNKNOWN
Arrest Disposition Date	8/26/00
Referred To	LUBBOCK DA

Notice to employers: If you intend to take adverse action as a result of this report, including but not limited to failure to hire, you must provide the subject of this report a copy of the report along with our contact information and a summary of their rights under the Fair Credit Reporting Act.

Notice to employers operating in California:
California law requires the following notices when obtaining a pre-employment screening report. This report is only provided on the

April 29, 2015

To Whom It May Concern:

This letter is in reference to my unclean national background check. I was arrested when I was 20 years old at Texas Tech University for quietly smoking cannabis in my room with friends who I had just met at the time, and still remain friends with today. I served 35 hours in the Lubbock County Jail and it was easily one of the most unpleasant experiences of my life. I made a mistake by thinking that it was ok to recreationally use cannabis and not suffer any consequences that fateful night in August of the year 2000. This incident has permanently marred my otherwise clean record and serves as a constant reminder that I made a mistake that had a fairly extreme cost. As I evaluate myself as a 34-year-old man I see that by committing this mistake it has actually had a net positive effect on my life. For one, I have great friends in part because we endured this mistake together. This mistake has prevented me on several occasions from getting a job but in turn it sparked my creative imagination. Since my record was marred by this incident, I decided in 2008 that the best situation for me moving forward was to own a business. I came to this decision because aside from the occasional reminder of this incident, I did not need to use it as an inhibitor to my success. I consider this mistake to be in part a catalyst for my success. The embarrassment of this incident is something that I have tried to distance myself from but like a shadow, this record is still following me around. Please understand that this was a mistake of youth and that I still pay the price for it today.

All the best,

John Watson

LEASE SUMMARY

1. Landlord: John Ballew

2. Landlord's Address: [redacted]

3. Tenant: Keyway, Inc.

4. Tenant's Address: 24 Bisbee Court
Santa Fe, NM 87505

5. Building and Other Improvements: 24 Bisbee Court
Santa Fe, NM 87505

6. Leased Premises: Approximately 4,200 square feet (See Exhibit A)

7. Term Commencement Date: Approx. July 1, 2015 (actual date is Trigger Date)

8. Rent Commencement Date: The Commencement Date shall be July 1, 2015.

9. Base Rent: Prior to Revenue: $10,000 until contingency deadline is met.

Year	ONE	TWO	THREE	FOUR	FIVE
monthly	$2,500	$6,929.29	$6,386.45	$5,886.13	$5,425
Annual	$30,000	$83,151.51	$76,637.34	$70,633.50	$65,100

10. Security Deposit: $4,000.00 to be paid after license is granted

11. Term: Sixty (60) months

12. Term Expiration Date: Sixty Months from Commencement Date June, 30th 2020

13. Permitted Use: Warehouse/R&D/Medical Cannabis

14. Reserved

15. Tenant's Proportionate Share: N/A

16. Buildings Rentable Area: 4,200 square feet

17. Exhibits: A=Site Plan

LEASE AGREEMENT

1. **PARTIES.**

This Lease, dated as of this April 30th day of April, 2015 is entered into between John Ballew ("Landlord"), whose address is 13 Sierra Dawn Road, SFNM, 87508 and Keyway, Inc, 24 Bisbee Court as tenant ("Tenant").

2. **SITE PLAN.** Attached Exhibit A

3. **PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord those certain premises as shown on the floor plan/site plan attached hereto as Exhibit A (the "Premises") consisting of approximately 4,200 square feet of space located at 24 Bisbee Court, a one building complex consisting of 4,200 sq. ft. in Santa Fe, New Mexico (the "Building"). Tenant shall also have the right to nonexclusive revocable use of all common areas in the Building designated by Landlord for use by tenants of the Building, in accordance with and subject to the provisions of this Lease, and such use shall be further subject at all times to such reasonable, uniform, and nondiscriminatory rules and regulations as may from time to time be established by Landlord. At the end of the Term, Tenant shall return the Premises into the same broom clean condition that Tenant accepted at lease commencement.

4. **TERM.** The Term of this lease, and Tenant's obligation to pay rent shall commence per the terms per Paragraph 8 of the Lease Summary. Tenant shall have one (1) option to extend its Lease for five (5) years pursuant to the provisions of the primary lease. Lease rates during the option period shall be at then-current market rates as determined by a certified MAI appraisal of the current market rental rates for comparable space in Santa Fe County. Tenant shall provide Landlord with written notice of its intent to exercise its option no less than three (3) months prior to the termination date of the Lease.

5. **USE.** Landlord understands that Tenant intends to occupy the Premises as a medical cannibas cultivation, packaging and retail/wholesale dispensing center. It is expressly understood and agreed that Landlord has not consented to the use, production or dispensing of recreational cannabis, if that use should become legally allowed in the State of New Mexico Tenant covenants throughout the Term of this Lease, at Tenant's sole cost and expense, to promptly comply with all State and Municipal laws and ordinances and the orders, rules, regulations and requirements of all appropriate governmental authorities as to the conduct of its business operations. **If Landlord or Tenant receives notice from a governmental authority that, in either Landlord's or Tenant's judgment, places either Landlord or Tenant in serious financial or legal jeopardy as a result of Tenant's use of the Premises, Landlord or Tenant may, after reasonable attempts to consult with the other, elect to terminate this Lease and Tenant agrees to promptly vacate the Premises (in not less than 30 days) after such termination. Upon termination, Landlord shall immediately return the full amount of the Security Deposit, less any portion of the Security Deposit retained, used or applied by Landlord to repair any damage caused by Tenant to any part of the Premises. A failure of the State or**

Municipality to renew the LNPP (Non-Profit Producer License) or a revocation of said license shall qualify as such governmental notice of jeopardy.

Tenant shall use the Premises in a careful, safe and proper manner and shall conduct his business and control his employees, agents, invitees, and visitors in such a manner as not to create any nuisance or interfere with, annoy or disturb any other tenant or occupant of the Building or Landlord in its operation of the Building.

6. **RENT.**

(a) Tenant shall pay Landlord as Rent for the Premises for the Term the fixed annual sum specified in Paragraph 9 of the Lease Summary. Rent and all other charges payable hereunder shall begin to accrue on the Commencement Date and shall be payable in advance in equal monthly installments on the Commencement Date and on the first day of each succeeding calendar month throughout the Term.

(b) Tenant has paid a non-refundable $10,000 earnest money deposit to Landlord, which Landlord acknowledges receipt of by executing this Lease. If Tenant shall receive its regulatory approvals before the Commencement Date, Tenant shall be allowed to begin its possession at that time without the payment of additional or other rent, it being understood that the $10,000 shall be deemed rent for said period prior to the Commencement Date.

(c) All Rent shall be paid when due without notice, demand, set-off or deduction, in lawful money of the United States of America, at Landlord's Address or at such other place as Landlord may from time to time designate in writing. If Tenant fails to pay any Rent past ten (10) days due, Tenant shall pay a late charge equal to ten percent (10%) of the amount due plus any attorney's fees incurred by Landlord by reason of Tenant's delinquency. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs and damages that Landlord will incur by reason of late payment by Tenant, which costs and damages are extremely difficult to ascertain. The late charge shall be in addition to and not a substitute for interest on past due amounts as hereinafter provided and shall not be in derogation of any other right that Landlord may assert. Tenant shall also pay a $25 charge for any checks written to Landlord that are returned due to insufficient funds. All payments made by Tenant under this lease shall be applied first to any charges and interest due under this Section 6(c) or in any other manner as Landlord, in its sole discretion, shall determine.

7. **TAXES AND INSURANCE. Landlord shall pay the real property taxes when and as they become due under this Lease. Tenant shall provide and maintain throughout the term of the Lease liability insurance in the amount of not less than $1,000,000 per occurrence naming Landlord and Tenant as named insureds. Landlord shall maintain causualty insurance covering the Premises from any and all loss due to fire, flood, and all other causualties. Tenant shall be responsible for casualty insurance on its personal property on the Premises. Both parties shall provide proof of the insurances required by this Lease on annual basis.**

8. **QUIET ENJOYMENT.** Landlord covenants and agrees with Tenant that upon Tenant paying the Rent hereunder and observing and performing all the terms, covenants and conditions of this lease on Tenant's part to be served and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this lease and any underlying mortgage encumbrances or recorded restrictions.

9. **SECURITY DEPOSIT.** Tenant shall keep the Security Deposit currently on deposit with Landlord and set forth under Paragraph 11 of the Lease Summary at all times as security for the payment by Tenant of Rent and for the faithful performance by Tenant of all the terms, conditions and covenants of this lease. If at any time Tenant defaults in the performance of any provision of this lease, Landlord may, but shall not be required to, use all or part of the Security Deposit in payment of any Rent in default or any expense, damage or liability incurred by Landlord because of Tenant's default. In such event Tenant, within five (5) days after written demand from Landlord, shall deposit with Landlord a sufficient amount in cash to restore the Security Deposit to its original amount. If Landlord's claims exceed the Security Deposit, Tenant shall be liable for the balance of such claims. If Tenant fully performs every provision of this lease, the Security Deposit or any balance thereof shall be returned to Tenant within a commercially reasonable time after the expiration of the Term and Tenant's surrender of the Premises to Landlord in accordance with the provisions of this lease.

10. **ACCEPTANCE OF PREMISES.** Landlord shall deliver the space as is.

11. **ACCESS TO PREMISES.** Landlord, its agents and employees shall have the right, upon reasonable, at least 24 hours, notice to Tenant (except in cases of emergency in which event no notice is required), to enter the Premises at all times to examine them; to install, maintain, use, repair and replace unexposed utility lines, pipes, ducts, conduits, wires and the like in and through the Premises; and to make and perform such maintenance, repairs, alterations, improvements, additions and adjustments to the Premises or to any other portion of the Building as Landlord may be required to perform under this lease or as Landlord deems necessary or desirable. In the exercise of its rights under this Section 11 Landlord may bring into the Premises all necessary materials and equipment without the same constituting an eviction of Tenant in whole or in part or entitling Tenant to any abatement of Rent or damages by reason of loss or interruption of business or otherwise, nor shall the same affect Tenant's obligations under this lease in any manner whatsoever. If Tenant is not present to open the Premises for any such entry, Landlord may gain entry by use of a master key and in an emergency by any means (including breaking any doors or windows) without rendering Landlord, its agents or employees liable therefore. In exercising its rights under this Section 11, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. **EXCEPT – Landlord may not violate State or Municipal Laws by entering Cannabis Limited Access Areas without appropriate supervision by a licensed staff or member of Tenant or with appropriate law enforcement officials.**

12. **ALTERATIONS BY TENANT.** Tenant shall not make any alterations, installations, additions or improvements (collectively "alterations") in or to the Premises without Landlord's prior written approval, except for interior, nonstructural alterations costing $1,000 or less, and the

contemplated alterations required by the State to gain cannabis (LNPP) licensure. All permanently fixed alterations shall become the sole and exclusive property of Landlord and shall remain upon, and be surrendered with, the Premises as a part thereof at the end of the Term, unless prior to installation Tenant and Landlord agree as to what will remain as Tenant's possession. Tenant shall be responsible for seeing that all alterations are done in a good and workmanlike manner and in compliance with all applicable laws, regulations and ordinances. Tenant and any contractors who provide services, labor, skills, materials or other items in connection with any alterations shall obtain and keep in force such insurance as Landlord may require, including, without limitation, Builder's Risk Insurance, Workmen's Compensation Insurance, and the insurance required by Section 18 hereof. All such insurance policies shall name Landlord as an additional insured, and contain an agreement by the insurer to give Landlord not less than thirty (30) days prior written notice of any changes and/or the intention of the insurer to cancel the policies. Landlord is aware Tenant is adding security system.

13. **MAINTENANCE AND REPAIRS.**

(a) Landlord shall maintain the foundation, exterior walls (excluding all windows, window frames and doors) and structural components of the roof of the Building in good repair. The cost of any maintenance, repairs or replacements (collectively "repairs") necessitated by the act, neglect, misuse or abuse of Tenant, its agents, employees, customers, licensees, invitees or contractors, together with 10% of such costs for administration and overhead, shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages or be deemed an eviction of Tenant in whole or in part.

(b) Tenant, at its own expense, shall maintain and keep in good order, operating condition and repair, all parts of the interior of the Premises, including but not limited to, interior wall surfaces, doors, door hardware, plumbing, electrical and mechanical equipment within the Premises and all windows, window frames and doors in the exterior walls. Tenant shall keep the Premises in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of any health officers, building inspectors or other proper officers of the governmental agencies having jurisdiction. Tenant shall dispose of all trash and waste materials in outside trash containers and shall flatten all boxes for dumping of trash. Tenant, at its own expense, shall replace (i) any damaged or broken glass, including plate glass or other breakable materials used in structural portions of any interior or exterior windows and doors on the Premises, with glass of the same quality, and (ii) any light bulbs, frames, ballasts and accessory parts thereof that may wear out or be broken or damaged. If Tenant fails to do anything required by this Section 13(b), Landlord, at its option, may do so and Tenant shall pay Landlord for all costs incurred plus 10% thereof for administration.

(c) Tenant shall maintain/repair the HVAC unit and Tenant shall be responsible for costs associated. Should the HVAC unit need to be replaced during the lease term, then the Tenant shall be responsible for such replacement.

14. MECHANICS' LIENS.

(a) Tenant shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it in or to the Premises and for all materials furnished for or in connection with such work. Tenant hereby indemnifies and agrees to hold Landlord, the Premises and the Building free, clear and harmless of and from all mechanics' liens and claims of liens and from all other liabilities, liens, claims and demands on account of such work. If any lien is filed against the Premises or the Building, Tenant shall cause the lien to be discharged of record within ten (10) days after the filing of the lien by payment, posting of a statutory surety bond with the appropriate court or otherwise. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once. If Tenant fails to pay any charge for which a mechanic's lien has been filed and the lien is not discharged of record as described above, Landlord, at its option, may pay such charge and related costs and interest, and the amount paid by Landlord, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord. Nothing contained in this lease shall be deemed the consent or agreement of Landlord to subject Landlord's interest in the Building to liability under any mechanics' or other lien law. On the contrary (and notice is hereby given), the right and power to charge any such lien or encumbrance of any kind against Landlord or its estate is hereby expressly denied.

15. FIRE OR OTHER CASUALTY.

(a) If the Premises or the Building are damaged by fire or other casualty so as to render the Premises untenantable and if an architect selected by Landlord certifies in writing to Landlord and Tenant that with the exercise of reasonable diligence (but without the payment of overtime or other premiums), the Premises cannot be made fit for occupancy within sixty (60) days, then Landlord or Tenant may terminate this lease as of the happening of the fire or other casualty by giving written notice of termination to the other party within thirty (30) days after receipt of the architect's certification. If the architect selected by Landlord certifies that the Premises can be made tenantable within sixty (60) days, or if neither party terminates this lease within the period set forth above (and unless this lease is otherwise terminated under Section 15(b)), Landlord shall repair the damage with all reasonable speed, subject to delays due to adjustment of loss under insurance policies and other delays beyond Landlord's reasonable control. In all events Landlord shall be obligated to restore the Premises only to a building standard condition and in no event shall Landlord be required to make any repairs to or replacements of any of Tenant's furniture, furnishings, fixtures, equipment and other property, Rent shall abate in proportion to the portion of the Premises that is untenantable until Landlord completes repairs necessary to make the Premises tenantable. Notwithstanding the foregoing or any other provision of this lease to the contrary, there shall be no abatement of Rent if the damage is caused by the negligence or misconduct of Tenant, its agent, servants or employees or of any other person entering the Premises under express or implied invitation of Tenant. If the Premises are damaged by fire or other casualty but not so as to render them untenantable, Landlord shall repair the Premises, but only to a building standard condition, with all reasonable speed subject to delays as provided above.

(b) If more than one-third of the Building is damaged or destroyed by fire or other casualty (whether or not the Premises are affected thereby) or the damage is so great that Landlord elects to reconstruct, rebuild or raze the Building, then Landlord may terminate this Lease by giving Tenant thirty (30) days' prior written notice within sixty (60) days after the happening of the fire or other casualty.

(c) Upon termination of this lease pursuant to this Section 15, Tenant shall surrender the Premises and all interest therein under this lease to Landlord and Landlord may re-enter and take possession of the Premises and remove Tenant therefrom. Tenant shall pay Rent prorated through the effective date of termination and Landlord and Tenant shall be free and discharged from all obligations hereunder arising after the effective date of termination except those obligations expressly stated in this lease to survive the termination of this lease.

16. **EMINENT DOMAIN.** If so much of the Premises or the Building as renders the Premises untenantable is taken by right of eminent domain or by condemnation or conveyed in lieu of any such taking (each and all of which are hereinafter referred to as a "taking"), then, at the option of either party exercised by written notice to the other given no later than thirty (30) days after the surrender of possession to the condemning authority, this lease shall cease and terminate and Rent shall be properly apportioned to the date of the taking. If so much of the Building is taken (whether or not the Premises are affected) that, in the sole and absolute discretion of Landlord, it is not feasible or in Landlord's best interest, to restore or rebuild the same, Landlord shall have the right to terminate this lease by written notice to Tenant given no later than thirty (30) days after the surrender of possession to the condemning authority. Upon any termination of this lease pursuant to this Section 16, Tenant shall surrender the Premises and all interest therein under this lease and Landlord may re-enter and take possession of the Premises and remove Tenant therefrom. Tenant shall pay Rent prorated through the effective date of such termination and Landlord and Tenant shall be free and discharged from all obligations hereunder arising after the effective date of termination except those obligations expressly stated in this lease to survive termination of this lease. All compensation awarded or received for any taking of the whole or part of the Premises or the Building or otherwise shall be the property of Landlord regardless of whether such compensation is awarded or received as compensation for diminution in the value of the leasehold or for the fee of the Building or the Premises or otherwise. Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all of such compensation.

17. **ASSIGNMENT AND SUBLETTING.**

(a) Tenant shall not voluntarily, by operation of law or otherwise assign, convey, mortgage, hypothecate, encumber or otherwise transfer this lease or any interest herein or sublet all or any part of the Premises or suffer or permit the Premises or any part thereof to be used by others (any and all of which hereinafter shall be referred to as a "transfer") without the prior written consent of Landlord in each instance, which consent Landlord may withhold in its sole and absolute discretion. Any attempted transfer without Landlord's prior written consent shall be void and shall confer no rights upon any third person..

(b) Landlord agrees that it will not unreasonably withhold its consent to any proposed sublease or assignment (but not any other form of transfer) on the conditions that:

(i) The space affected by such sublease or assignment is not less than the entire Premises;

(ii) Tenant is not in default under this Lease;

(iii) N/A

(iv) The financial status and creditworthiness of the proposed transferee is satisfactory to Landlord. In considering the financial suitability of any proposed transferee, Landlord shall be entitled to disregard the continuing primary liability of Tenant under this lease; and

(v) The proposed transferee;

(A) is of good reputation and is a suitable tenant, is not a governmental or quasi-governmental board, department or agency, or any corporation or other entity partly or wholly owned thereby or affiliated therewith;

(B) agrees in writing to perform and observe all of the terms, provisions, covenants and conditions of this lease and be bound by the provisions hereof and makes to Landlord the express written covenants, representations, and warranties described in this lease;

(C) shall have no right to assign its sublease or further sublet the Premises;

(D) and the proposed tenant's use of the Premises, the Building and the Property (including use by its customers and invitees) will not burden or be more detrimental than Tenant or Tenant's use (in density and frequency of use and otherwise) to the Building, the Premises, the Property or the common areas of the Property;

(E) has experience and background acceptable to Landlord in the business the subtenant intends to conduct on the Premises, such business is not in competition with the business of any other tenant in the Property and the character of the proposed transferee business is reasonably acceptable to Landlord and the Premises and in keeping with the character, standing and quality of the Property; or

(F) agrees in writing to be bound by the provisions of any exhibits and Riders attached hereto and makes to Landlord the express written covenants, representations and warranties descried in any such Exhibits and Riders.

(c) If Tenant proposes to sublet the Premises or assign this lease, shall first make a written request to Landlord for consent to such sublease or assignment and shall submit in writing to Landlord (i) the name of the proposed transferee, (ii) a copy of the proposed sublease or assignment, (iii)

a description of the nature of the proposed transferee's business to be conducted in the Premises, and (iv) such financial and other information concerning the proposed transferee as Landlord may reasonably request. Within five (5) business days after Landlord's receipt of such request and related information, Landlord may, by written notice to Tenant, elect to (A) consent to the proposed transfer subject to any additional terms and conditions Landlord deemed necessary, or (B) refuse to consent to the proposed transfer. If Landlord fails to respond in writing to Tenant's request within such five-day period, Landlord shall be deemed to have refused to consent to the proposed transfer. Any request for consent to a transfer and any such transfer shall be made or given only on forms supplied or approved by Landlord and its legal counsel. Tenant shall reimburse Landlord for Landlord's expenses and any attorneys' fees incurred in connection with the review and documentation of any transfer of the Premises or this lease for which Landlord's consent is requested, whether or not Landlord's consent is granted.

(d) If any subletting or assignment shall occur with or without Landlord's prior consent, (i) Tenant shall pay to Landlord, as additional rent, any excess rent or other premium on the assignment or sublease (i.e., if the sublease or assignment provides that the subtenant or assignee is to pay any amount in excess of the Rent due under this lease, whether such premium be in the form of an increased monthly or annual rental, a lump sum payment in consideration of the sublease or assignment or consideration of any other form), and (ii) Landlord may, after default by Tenant, collect rent from the subtenant or assignee and apply the net amount collected to the rent reserved in this lease. No such sublease, assignment or collection and no payment or collection of any additional rent pursuant to this Section shall be deemed a waiver of the provisions of this lease, or the acceptance of the subtenant as the tenant thereof or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this lease. The consent by Landlord to a sublease or assignment shall not relieve Tenant from primary liability under this lease (which shall be joint and several with any subtenants or assignees) or from the obligation to obtain the express consent in writing of Landlord to any further transfer of the Premises or this lease. In no event shall Landlord's enforcement of any provision of this lease against any transferee of Tenant be deemed a waiver of Landlord's right to enforce any provision of this lease against Tenant or any other person.

18. INSURANCE.

(a) During the Term Tenant, at Tenant's expense, shall carry with an insurance company and in form and substance satisfactory to Landlord (i) comprehensive general liability insurance, including contractual liability insurance covering this lease, insuring both Landlord and Tenant with respect to the Premises with a combined single limit for bodily injury, death and property damages of not less than $1,000,000, and (ii) fire and extended coverage insurance (including vandalism, malicious mischief, and glass breakage) naming Tenant and Landlord as their interests may appear and covering all of Tenant's improvements, fixtures, equipment, inventory and other property in the Premises in an amount not less than 90% of the full replacement cost thereof. Certificates of insurance and endorsements naming Landlord as an additional insured or as its interest may appear, as applicable, shall be delivered to Landlord prior to Tenant's occupancy of the Premises and thereafter at least thirty (30) days prior to the expiration of each such policy. All such insurance policies shall contain an agreement by the insurer to give Landlord not less than thirty (30) days prior written notice of any changes and/or the intention of the insurer to cancel such policies.

(b) Landlord and Tenant each hereby waive any and all rights to recover against the other, its officers, directors, agents, employees and representatives for any loss or damage to the property of such waiving party arising from any cause or type of peril covered by any insurance carried by such party under this lease or covered by any other insurance actually carried by such party. Landlord and Tenant shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises and any personal property located thereon.

19. **INJURY OR DAMAGE.**

(a) Tenant covenants and agrees not to hold or attempt to hold Landlord, its agents or employees liable for any damage occurring through or caused by any repairs, alterations, injury or accidents in or to the Premises, common areas, adjacent premises or other parts of the Property not herein demised, whether by reason of default of another tenant or any other person or otherwise or to hold or attempt to hold Landlord, its agents or employees liable for any injury or damage occasioned by gas, smoke, rain, snow, wind, ice, hail, water however occasioned, lightning, earthquake, war, civil disorder, strike, defective electric wiring or the breaking or stoppage of the plumbing or sewerage upon or in the Premises, the Property or adjacent premises, whether the breaking or stoppage results from freezing or otherwise. All property kept, stored or in the Premises shall be at the sole risk of Tenant.

(b) Landlord shall not be liable to Tenant or any other person for any damages or injury to person or property, including, without limitation damages for injury to or loss of Tenant's business, resulting from interruption, curtailment or cessation of any utility service, air conditioning, heat, snow removal or parking unless caused by the willful and wanton misconduct of Landlord nor shall the same entitle Tenant to any abatement of Rent or be deemed an eviction of Tenant in whole or in part.

20. **INDEMNITY.**

Tenant covenants and agrees to defend, indemnify and save Landlord, its agents, beneficiaries and employees, and their respective officers, directors, shareholders, trustees, agents, and employees (all of such entities and persons being referred to herein individually as an "Indemnified Person" and collectively as the "Indemnified Parties") harmless from all injury, loss, damage and liability (including, without limitation, attorneys' fees and disbursements) for personal injury or property damage arising from, related to or in connection with the use or occupancy of the Premises or Tenant's use of the Building unless caused by Landlord's negligence or breach of this Agreement.

21. **COMPLIANCE WITH LAWS, INSURANCE REQUIREMENTS, AND RULES AND REGULATIONS.**

(a) Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied, in violation of any law, ordinance, order, rule, regulation, certificate of occupancy or other governmental requirement or any recorded restriction, or for any activity or in any manner deemed to be

hazardous on account of fire or other hazards, or that would in any way violate, suspend, void or increase the rate of fire, liability or any other insurance of any kind at any time carried by Landlord. Any increase in the cost of such insurance attributable to Tenant's activities, property or improvements in the Premises or Tenant's failure to perform and observe its obligations under this lease shall be payable by Tenant to Landlord on demand. Tenant, at its own expense, shall comply with all laws, ordinances, orders, rules, regulations and other governmental requirements now or hereafter relating to the use, condition or occupancy of the Premises and all rules, orders, regulations and requirements of the board of fire underwriters or any other similar body having jurisdiction over the Building.

(b) Tenant, its employees and customers shall abide by reasonable rules and regulations promulgated from time to time by Landlord for the Building.

22. **BROKERAGE COMMISSIONS:** Landlord and Tenant shall not be responsible to pay any commissions to brokers with whom they do not have a written agreement, and Landlord shall be responsible to pay the brokers with whom they have a written agreement, and Tenant shall be responsible to pay the brokers with whom it has a written agreement.

23. **END OF TERM.** Before the expiration or other termination of the Term, Tenant shall promptly quit and surrender the Premises to Landlord, broom-clean, in good order and condition, ordinary wear excepted. If Tenant is not then in default hereunder, Tenant may remove from the Premises any trade fixtures and movable equipment and furniture placed therein by Tenant. Whether or not Tenant is in default hereunder, Tenant shall remove such improvements, trade fixtures, equipment and furniture as Landlord requests. Tenant shall fully repair any damage caused by the removal of any trade fixtures, equipment, furniture and improvements. All trade fixtures, equipment, furniture, inventory and improvements not removed by Tenant shall be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefore and Tenant shall pay Landlord all expenses incurred in connection with such property, including, but not limited to, the cost of repairing any damage to the Building or the Premises caused by removal of such property. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this lease.

24. **HOLDOVER.**

If Tenant or anyone claiming under Tenant holds over in the Premises after the end of the Term without the express written consent of Landlord, Tenant shall be deemed to be illegally retaining possession and shall pay Landlord monthly during the entire holdover period, as liquidated damages for loss of use of the Premises, an amount equal to twice the Rent payable immediately prior to the end of the Term. No such holding over and no acceptance by Landlord of payments of liquidated damages as provided in this Section 24 shall be construed to extend this lease or to constitute Tenant a tenant of the Premises on any basis whatsoever.

25. **SUBORDINATION AND ATTORNMENT.**

This lease, including the covenant of quiet enjoyment, is and shall be subject and subordinate to all ground and underlying leases, all mortgages, deeds of trust or other encumbrances and any and all conditions, renewals, extensions, modifications, consolidations and replacements of any or all of the foregoing, now or hereafter affecting such leases or all or any portion of the Building (except to the extent any such instrument shall expressly provide that this lease is superior thereto). This clause shall be self-operative and no further instrument of subordination shall be required in order to effectuate it. Nevertheless, Tenant shall promptly execute and deliver any certificate or other assurance in confirmation of such subordination requested by any lessor, mortgagee or by Landlord. In the event any proceedings are brought for default under any ground or underlying lease or for the foreclosure of any mortgagee, deed of trust or other encumbrance to which this lease is subject and subordinate, Tenant, upon request of the party succeeding to the interest of Landlord as a result of such proceedings, shall automatically attorn to and become the tenant of such successor in interest without change in the terms of this lease. Tenant, upon request by and without cost to Landlord or such successor in interest, shall execute and deliver any instruments confirming such attornment.

26. ESTOPPEL CERTIFICATES.

Tenant shall deliver to Landlord, from time to time within ten (10) days after Landlord's request therefore, a statement in recordable form certifying that:

(a) this lease is in full force and effect;

(b) this lease is unmodified or if modified, stating any such modifications;

(c) there are no defenses or offsets to this lease by Tenant or stating such defenses or offsets as are claimed by Tenant; and

(d) to Tenant's knowledge, Landlord is not in default hereunder and no events or conditions then exist which, with the passage of time, the giving of notice or both, would constitute a default on Landlord's part or specifying any such defaults, events or conditions if any are claimed. Such statement shall also specify the date to which Rent has been paid and specify any further information about this lease or the Premises that Landlord may reasonably request.

Tenant's failure to timely deliver a certificate required under this Section 26 shall be conclusive upon Tenant that this lease is in full force and effect without modification except as may be represented by Landlord and that there are no uncured defaults in Landlord's performance.

27. DEFAULT.

The occurrence or existence of any one or more of the following events or circumstances shall constitute a material default hereunder by Tenant:

(a) Tenant fails to pay within ten (10) days after the date due any Rent or additional rent payable hereunder;

(b) Tenant vacates or abandons the Premises;

(c) Tenant fails to perform or observe any provision of this lease to be performed or observed by Tenant other than subparagraphs (a), (b), (d), (e), (f), (g) or (h) of this Section 27 and such failure continues for ten (10) days after written notice thereof by Landlord to Tenant (or for a period, if any, as may be reasonably required to cure the default if it is of such nature that it cannot be cured within the 10-day period, provided that Tenant commences to remedy the default within such 10-day period and proceeds with reasonable diligence thereafter to cure the default);

(d) Any representation or warranty by Tenant hereunder is or becomes inaccurate, incomplete or misleading in any way;

(e) This lease or the Premises or any part thereof or any of the assets or property owned or used by Tenant in connection with its use or operations of the Premises is taken or seized upon execution or by other process of law directed against Tenant, or is taken upon or subject to any attachment at the instance of any creditor of or claiming against Tenant, and such attachment is not discharged or disposed of within thirty (30) days after the levy thereof;

(f) Tenant or any guarantor of Tenant's obligations (i) admits in writing its inability to pay its debts generally as they become due, (ii) makes an assignment of all or a substantial part of its property for the benefit of creditors, (iii) applies for, consents to or acquiesces in the appointment of a receiver, trustee or liquidator of Tenant or such guarantor or of all or a substantial part of Tenant's or such guarantor's property or of the Premises or of Tenant's interest in this lease, or (iv) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under any bankruptcy or insolvency law or an arrangement with creditors, or takes advantage of any insolvency law or files an answer admitting the material allegations of a petition filed against Tenant or such guarantor in any bankruptcy, reorganization or insolvency proceedings; or

(g) The entry of a court order, judgment or decree without the application, approval or consent of Tenant or any guarantor of Tenant's obligations hereunder, as the case may be, approving a petition seeking reorganization of Tenant or such guarantor under any bankruptcy or insolvency law or appointing a receiver, trustee or liquidator of Tenant or such guarantor or of all or a substantial part of Tenant's or such guarantor's property or of the Premises or of Tenant's interest in this lease, or adjudicating Tenant or such guarantor as bankrupt or insolvent, and such order, judgment or decree is not vacated, set aside or dismissed within thirty (30) days from the date of entry.

28. REMEDIES.

If Tenant is in default under this lease as set forth in Section 27, Landlord shall have the following rights and remedies in addition to all other remedies at law or in equity and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or in equity;

(a) Landlord shall have the right to terminate this lease by giving Tenant written notice at any time. No act by or on behalf of Landlord, including without limitation any entry on the Premises by Landlord to perform maintenance and repairs or efforts to relet the Premises, except Landlord's written notice of termination to Tenant shall terminate this Lease. If Landlord gives such notice, this lease, the Term and all right, title and interest of Tenant under this lease shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenant's liability) on the date specified in the notice as if such date were the expiration date of the Term without the necessity of reentry or any other act on Landlord's part. Tenant hereby waives any requirement for any other act or notice by Landlord. Upon any termination of this lease Tenant shall quit and surrender the Premises to Landlord as set forth in Section 22. If this lease is terminated, Tenant shall be and shall remain liable to Landlord for damages as hereinafter provided and Landlord shall be entitled to recover forthwith from Tenant as damages an amount equal to the total of (i) all Rent and other sums accrued and unpaid at the time of termination of this Lease plus interest thereon at the legal rate, and (ii) alternatively, at Landlord's option, either (A) the amount of Rent and all other sums that would have been payable hereunder if this lease had not been terminated, less the net proceeds, if any, of any reletting of the Premises after deducting all Landlord's expenses in connection with such reletting, or (B) an amount equal to the present value (discounted at the rate of 8% per annum) of the balance of the Rent and other sums payable for the remainder of the stated Term after the termination date less the present value (discounted at the same rate) of the reasonable rental value of the Premises for such period (taking into account the time likely to be deemed to relet the Premises), plus all of Landlord's expenses incurred in reletting (or attempting to relet) the Premises, and (iii) all of Landlord's expense incurred in repossessing the Premises and all other amounts necessary to compensate Landlord fully for all damage caused by Tenant's default.

(b) Landlord, without demand or notice, may re-enter and take possession of the Premises or any part thereof, repossess the same as of Landlord's former estate, expel Tenant and those claiming through or under Tenant and remove the effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenants. If Landlord elects to so re-enter or if Landlord takes possession pursuant to legal proceedings, or pursuant to any notice provided for by law, Landlord, from time to time and without terminating this lease, may relet the Premises or any part thereof for such term or terms, at such rental or rentals and upon such other conditions as Landlord may in its absolute discretion deemed advisable, with the right to make alterations and repairs to the Premises. No such reentry, repossession or reletting of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this lease unless a written notice of termination is given to Tenant by Landlord. No such reentry, repossession or reletting of the Premises shall relieve Tenant of its liability and obligation under this lease, all of which shall survive such reentry, repossession or reletting. Upon the occurrence of such reentry or repossession, Landlord shall be entitled to the amount of the monthly Rent and all other sums that would be payable hereunder if such reentry or repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's expenses in connection with such reletting. Tenant shall pay such amounts to Landlord on the days on which the Base Rent and other sums due hereunder would have been payable hereunder if possession had not been retaken.

(c) Landlord shall have the right to recover from Tenant the rents and damages provided for above by suit or suits brought from time to time without Landlord being required to wait until the expiration of the Term or if this lease is terminated, the date on which such expiration would have occurred. Landlord may, but shall not be obligated to, cure any default by Tenant under this lease at any time without notice. All costs and expenses incurred by Landlord in curing a default, including without limitation reasonable attorneys' fees and interest on the amount of costs and expenses so incurred at the legal rate, shall be paid by Tenant to Landlord on demand and shall be recoverable as additional rent. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default. As used in this lease, the terms "re-enter," "re-entry," "take possession," "repossess" and "repossession" are not restricted to their technical legal meaning.

29. SIGNS.

Tenant shall place no signs, posters, advertisements or similar items in or on the windows, window display areas, doors or exterior of the Premises or upon the exterior of the Building or anywhere in the Premises, without Landlord's prior written consent and a proper sign permit issued by the appropriate governmental authority.

30. **UTILITIES.** Tenant shall pay all utilities for its use of the Premises.

31. PARKING. All Parking Ratios to be in conformance with Association and City requirements.

32. LANDLORD'S INABILITY TO PERFORM.

This lease and Tenant's obligations hereunder shall not be affected or excused because of Landlord's delay or failure to perform or comply with any of Landlord's obligations hereunder for reasons beyond the reasonable control of Landlord, including without limitation strikes or other labor difficulties, inability to obtain necessary governmental approvals, unavailability of materials, war, riot, civil insurrection or governmental preemption in connection with a national emergency. In addition, Landlord shall not be deemed to be in default in the performance of any of its obligations unless and until it has failed to perform such obligations within thirty (30) days after receiving written notice from tenant specifying Landlord's failure to perform. If the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

33. PAYMENTS AFTER TERMINATION.

No payments of money by Tenant to Landlord after the termination of this lease in any manner or after the giving of any notice (other than a demand for payment of money) by Landlord to Tenant shall reinstate, continue or extend the term of this lease or make ineffective any notice given to Tenant prior

to such payment. After any one of service of notice, the commencement of a suit of final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Rent due and any other sums due under the terms of this lease and the payment of such sums (whether as Rent or otherwise) shall not make ineffective any notice or in any manner affect any pending suit or judgment theretofore obtained.

34. NO IMPLIED SURRENDER OR WAIVER.

No provision of this lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease or any rules and regulations shall not prevent a subsequent act that constitutes a violation from having all the force and effect of violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach. No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept surrender of the Premises shall be valid unless in writing signed by Landlord. Time is of the essence hereof.

35. NO REPRESENTATIONS BY LANDLORD.

Tenant acknowledges and agrees that it has not relied upon any statements, representations, warranties, agreements or promises with respect to this lease, the Premises or the Building except as expressly stated herein. Without in any way limiting the generality of the foregoing, Tenant agrees that Landlord and Landlord's agents have made no representations, warranties, agreements or promises with respect to the exact size of the Premises or the Building or any other tenants or types of tenants in the Building.

36. NOTICE AND BILLS.

Any bill, statement, notice or demand that Landlord may desire or be required to give to Tenant shall be in writing and shall be deemed sufficiently given or rendered if delivered personally to Tenant or any of its officers, agents, employees or representatives at the Premises or sent by certified or registered United States mail, postage prepaid, addressed to Tenant at Tenant's Address, or, after commencement of the Term, at the Premises. Any such notice or demand shall be deemed to have been given at the time when it is personally delivered or mailed. Any notice or demand by Tenant to Landlord shall be in writing and must be served by certified or registered United States mail, postage prepaid, addressed to Landlord at Landlord's Address. Either party shall have the right to change its address for notice by giving notice as provided above.

37. LANDLORD DEFINED.

The term "Landlord" as used in this lease with regard to covenants or obligations on the part of Landlord shall be limited to mean and include only the owner or future owners of the Building at the time in question. If title to the Building is transferred, Landlord named herein (and in the case of any subsequent transfers or conveyances the then grantor) shall be automatically freed and relieved from and

after the date of such transfer or conveyance from all liability for the performance of any covenants or obligations on the part of Landlord contained in this lease to be performed after the transfer or conveyance; provided, however, that any funds in the hands of Landlord (or the then grantor) at the time of such transfer in which Tenant has an interest shall be delivered to the grantee and any amount then due and payable to Tenant by Landlord (or the then grantor) under any provisions of this lease shall be paid to Tenant.

38. NO RECORDING.

Tenant shall not file or record this lease or any evidence thereof, or any document evidencing a transfer (as defined in Section 17) of this lease or the Premises in any real property records, Uniform Commercial Code records or in any other place where such documents may otherwise be filed or recorded. However, within ten (10) days after requested to do so by Landlord, Tenant shall execute a short form memorandum of lease in recordable form, which, at Landlord's option, may be recorded.

39. CONDITIONS TO EFFECTIVENESS OF LEASE. N/A

40. MISCELLANEOUS.

(a) If any provision of this lease is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this lease shall not be affected thereby. In lieu of each provision of this lease that is determined to be illegal, invalid or unenforceable there shall be added as a part of this lease a provision that is legal, valid and enforceable as similar in terms as possible to such illegal, invalid or unenforceable provision.

(b) This lease and all Exhibits attached hereto and by this reference incorporated herein constitute the entire agreement between the parties hereto and supersede all prior and contemporaneous agreements, representations and understandings of the parties, both written and oral, regarding the subject matter of this lease. Except as herein otherwise provided, no amendment or modification of this lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound thereby. In the event of any inconsistency between the provisions of the Sections of this lease and the Exhibits attached hereto, the provisions of the Exhibits control.

(c) The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and permitted assigns.

(d) In the event of any litigation or other action between Tenant and Landlord to enforce any provision of this lease or otherwise with respect to the subject matter hereof, the unsuccessful party in such litigation or other action shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party.

(e) The language in all parts of this lease shall be construed according to its fair meaning and not strictly for or against Landlord or Tenant. The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this lease.

(f) Landlord shall have the right to name the Building and the Property and from time to time to change the name, number or designation of the Building and the Property.

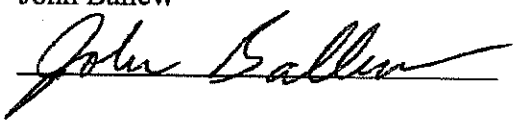
(g) This lease shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

41. TERMINATION. If any Federal, State, or Municipal laws or regulations permanently prohibits or forbids the Tenant's business operations, or if a governmental notice is delivered to Landlord or Tenant which requires to permanently cease Tenant's business operations on the Premises, Landlord or Tenant may terminate this lease by written notice to the other and upon such termination, Tenant shall promptly vacate the Premises (in not less than 30 days). Termination pursuant to this Paragraph 41 shall not be by reason of a temporary regulatory prohibition, suspension, or cessation of Tenant's business operations, and Tenant shall as soon as reasonably possible ensure that any such temporary regulatory, prohibition, suspension or cessation is remedied and the Tenant's Business operations are brought into compliance with all applicable Federal, State and Municipal laws and regulations. Upon vacating and surrendering the Premises pursuant to this Section, each party hereto shall be released from further obligation to the other party and Landlord shall immediately return the full amount of the Security Deposit to Tenant less any portion retained by Landlord to remedy any default by Tenant. If termination occurs by reason of any regulatory prohibition, then neither party shall be liable to the other for any claims of damages by reason of said termination.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the date first set forth above, the corporate party or parties by its or their prior officers duly authorized hereunto.

LANDLORD:

John Ballew



Date: April 30, 2015

TENANT:

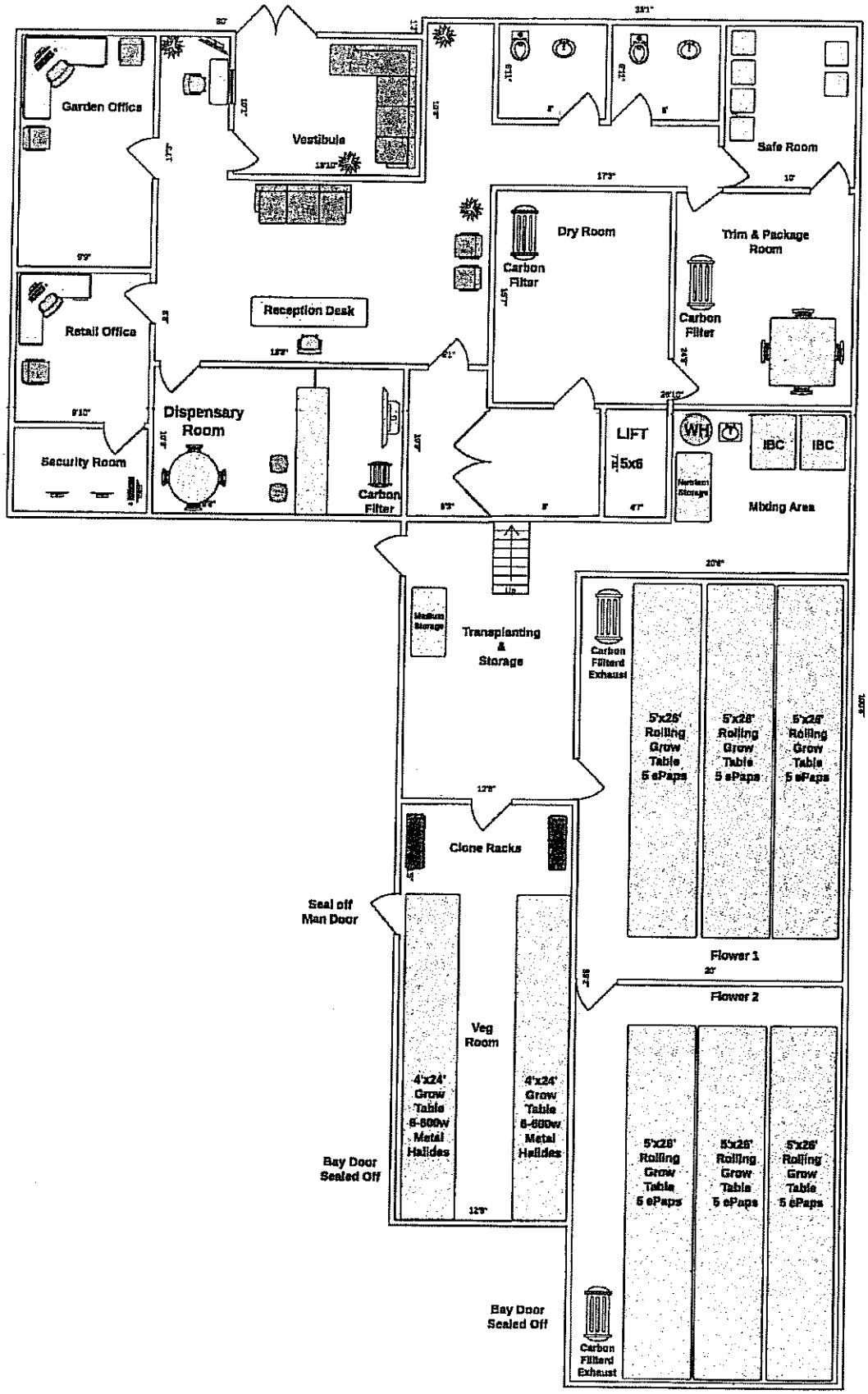
Keyway, Inc.

Executive Director

By:

Its:

Date: 4/30/15


Garden Office
Vestibule
Safe Room
Dry Room
Carbon Filter
Trim & Package Room
Carbon Filter
Reception Desk
Retail Office
Dispensary Room
Security Room
Carbon Filter
LIFT
5x6
WH
IBC
IBC
Mixing Area
Transplanting & Storage
Carbon Filtered Exhaust
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
Flower 1
Flower 2
Clone Racks
Seal off Man Door
Veg Room
4'x24' Grow Table 6-600w Metal Halides
4'x24' Grow Table 6-600w Metal Halides
Bay Door Sealed Off
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
Bay Door Sealed Off
Carbon Filtered Exhaust

LEASE SUMMARY

1. Landlord: John Ballew

2. Landlord's Address: [redacted]

3. Tenant: Keyway, Inc.

4. Tenant's Address: 24 Bisbee Court
Santa Fe, NM 87505

5. Building and Other Improvements: 24 Bisbee Court
Santa Fe, NM 87505

6. Leased Premises: Approximately 4,200 square feet (See Exhibit A)

7. Term Commencement Date: Approx. July 1, 2015 (actual date is Trigger Date)

8. Rent Commencement Date: The Commencement Date shall be July 1, 2015.

9. Base Rent: Prior to Revenue: $10,000 until contingency deadline is met.

Year	ONE	TWO	THREE	FOUR	FIVE
monthly	$2,500	$6,929.29	$6,386.45	$5,886.13	$5,425
Annual	$30,000	$83,151.51	$76,637.34	$70,633.50	$65,100

10. Security Deposit: $4,000.00 to be paid after license is granted

11. Term: Sixty (60) months

12. Term Expiration Date: Sixty Months from Commencement Date June, 30th 2020

13. Permitted Use: Warehouse/R&D/Medical Cannabis

14. Reserved

15. Tenant's Proportionate Share: N/A

16. Buildings Rentable Area: 4,200 square feet

17. Exhibits: A=Site Plan

LEASE AGREEMENT

1. **PARTIES.**

This Lease, dated as of this April 30th day of April, 2015 is entered into between John Ballew ("Landlord"), whose address is 13 Sierra Dawn Road, SFNM, 87508 and Keyway, Inc, 24 Bisbee Court as tenant ("Tenant").

2. **SITE PLAN.** Attached Exhibit A

3. **PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord those certain premises as shown on the floor plan/site plan attached hereto as Exhibit A (the "Premises") consisting of approximately 4,200 square feet of space located at 24 Bisbee Court, a one building complex consisting of 4,200 sq. ft. in Santa Fe, New Mexico (the "Building"). Tenant shall also have the right to nonexclusive revocable use of all common areas in the Building designated by Landlord for use by tenants of the Building, in accordance with and subject to the provisions of this Lease, and such use shall be further subject at all times to such reasonable, uniform, and nondiscriminatory rules and regulations as may from time to time be established by Landlord. At the end of the Term, Tenant shall return the Premises into the same broom clean condition that Tenant accepted at lease commencement.

4. **TERM.** The Term of this lease, and Tenant's obligation to pay rent shall commence per the terms per Paragraph 8 of the Lease Summary. Tenant shall have one (1) option to extend its Lease for five (5) years pursuant to the provisions of the primary lease. Lease rates during the option period shall be at then-current market rates as determined by a certified MAI appraisal of the current market rental rates for comparable space in Santa Fe County. Tenant shall provide Landlord with written notice of its intent to exercise its option no less than three (3) months prior to the termination date of the Lease.

5. **USE.** Landlord understands that Tenant intends to occupy the Premises as a medical cannibas cultivation, packaging and retail/wholesale dispensing center. It is expressly understood and agreed that Landlord has not consented to the use, production or dispensing of recreational cannabis, if that use should become legally allowed in the State of New Mexico Tenant covenants throughout the Term of this Lease, at Tenant's sole cost and expense, to promptly comply with all State and Municipal laws and ordinances and the orders, rules, regulations and requirements of all appropriate governmental authorities as to the conduct of its business operations. **If Landlord or Tenant receives notice from a governmental authority that, in either Landlord's or Tenant's judgment, places either Landlord or Tenant in serious financial or legal jeopardy as a result of Tenant's use of the Premises, Landlord or Tenant may, after reasonable attempts to consult with the other, elect to terminate this Lease and Tenant agrees to promptly vacate the Premises (in not less than 30 days) after such termination. Upon termination, Landlord shall immediately return the full amount of the Security Deposit, less any portion of the Security Deposit retained, used or applied by Landlord to repair any damage caused by Tenant to any part of the Premises. A failure of the State or**

Municipality to renew the LNPP (Non-Profit Producer License) or a revocation of said license shall qualify as such governmental notice of jeopardy.

Tenant shall use the Premises in a careful, safe and proper manner and shall conduct his business and control his employees, agents, invitees, and visitors in such a manner as not to create any nuisance or interfere with, annoy or disturb any other tenant or occupant of the Building or Landlord in its operation of the Building.

6. **RENT.**

(a) Tenant shall pay Landlord as Rent for the Premises for the Term the fixed annual sum specified in Paragraph 9 of the Lease Summary. Rent and all other charges payable hereunder shall begin to accrue on the Commencement Date and shall be payable in advance in equal monthly installments on the Commencement Date and on the first day of each succeeding calendar month throughout the Term.

(b) Tenant has paid a non-refundable $10,000 earnest money deposit to Landlord, which Landlord acknowledges receipt of by executing this Lease. If Tenant shall receive its regulatory approvals before the Commencement Date, Tenant shall be allowed to begin its possession at that time without the payment of additional or other rent, it being understood that the $10,000 shall be deemed rent for said period prior to the Commencement Date.

(c) All Rent shall be paid when due without notice, demand, set-off or deduction, in lawful money of the United States of America, at Landlord's Address or at such other place as Landlord may from time to time designate in writing. If Tenant fails to pay any Rent past ten (10) days due, Tenant shall pay a late charge equal to ten percent (10%) of the amount due plus any attorney's fees incurred by Landlord by reason of Tenant's delinquency. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs and damages that Landlord will incur by reason of late payment by Tenant, which costs and damages are extremely difficult to ascertain. The late charge shall be in addition to and not a substitute for interest on past due amounts as hereinafter provided and shall not be in derogation of any other right that Landlord may assert. Tenant shall also pay a $25 charge for any checks written to Landlord that are returned due to insufficient funds. All payments made by Tenant under this lease shall be applied first to any charges and interest due under this Section 6(c) or in any other manner as Landlord, in its sole discretion, shall determine.

7. **TAXES AND INSURANCE. Landlord shall pay the real property taxes when and as they become due under this Lease. Tenant shall provide and maintain throughout the term of the Lease liability insurance in the amount of not less than $1,000,000 per occurrence naming Landlord and Tenant as named insureds. Landlord shall maintain causualty insurance covering the Premises from any and all loss due to fire, flood, and all other causualties. Tenant shall be responsible for casualty insurance on its personal property on the Premises. Both parties shall provide proof of the insurances required by this Lease on annual basis.**

8. **QUIET ENJOYMENT**. Landlord covenants and agrees with Tenant that upon Tenant paying the Rent hereunder and observing and performing all the terms, covenants and conditions of this lease on Tenant's part to be served and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this lease and any underlying mortgage encumbrances or recorded restrictions.

9. **SECURITY DEPOSIT.** Tenant shall keep the Security Deposit currently on deposit with Landlord and set forth under Paragraph 11 of the Lease Summary at all times as security for the payment by Tenant of Rent and for the faithful performance by Tenant of all the terms, conditions and covenants of this lease. If at any time Tenant defaults in the performance of any provision of this lease, Landlord may, but shall not be required to, use all or part of the Security Deposit in payment of any Rent in default or any expense, damage or liability incurred by Landlord because of Tenant's default. In such event Tenant, within five (5) days after written demand from Landlord, shall deposit with Landlord a sufficient amount in cash to restore the Security Deposit to its original amount. If Landlord's claims exceed the Security Deposit, Tenant shall be liable for the balance of such claims. If Tenant fully performs every provision of this lease, the Security Deposit or any balance thereof shall be returned to Tenant within a commercially reasonable time after the expiration of the Term and Tenant's surrender of the Premises to Landlord in accordance with the provisions of this lease.

10. **ACCEPTANCE OF PREMISES.** Landlord shall deliver the space as is.

11. **ACCESS TO PREMISES**. Landlord, its agents and employees shall have the right, upon reasonable, at least 24 hours, notice to Tenant (except in cases of emergency in which event no notice is required), to enter the Premises at all times to examine them; to install, maintain, use, repair and replace unexposed utility lines, pipes, ducts, conduits, wires and the like in and through the Premises; and to make and perform such maintenance, repairs, alterations, improvements, additions and adjustments to the Premises or to any other portion of the Building as Landlord may be required to perform under this lease or as Landlord deems necessary or desirable. In the exercise of its rights under this Section 11 Landlord may bring into the Premises all necessary materials and equipment without the same constituting an eviction of Tenant in whole or in part or entitling Tenant to any abatement of Rent or damages by reason of loss or interruption of business or otherwise, nor shall the same affect Tenant's obligations under this lease in any manner whatsoever. If Tenant is not present to open the Premises for any such entry, Landlord may gain entry by use of a master key and in an emergency by any means (including breaking any doors or windows) without rendering Landlord, its agents or employees liable therefore. In exercising its rights under this Section 11, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. **EXCEPT – Landlord may not violate State or Municipal Laws by entering Cannabis Limited Access Areas without appropriate supervision by a licensed staff or member of Tenant or with appropriate law enforcement officials.**

12. **ALTERATIONS BY TENANT.** Tenant shall not make any alterations, installations, additions or improvements (collectively "alterations") in or to the Premises without Landlord's prior written approval, except for interior, nonstructural alterations costing $1,000 or less, and the

contemplated alterations required by the State to gain cannabis (LNPP) licensure. All permanently fixed alterations shall become the sole and exclusive property of Landlord and shall remain upon, and be surrendered with, the Premises as a part thereof at the end of the Term, unless prior to installation Tenant and Landlord agree as to what will remain as Tenant's possession. Tenant shall be responsible for seeing that all alterations are done in a good and workmanlike manner and in compliance with all applicable laws, regulations and ordinances. Tenant and any contractors who provide services, labor, skills, materials or other items in connection with any alterations shall obtain and keep in force such insurance as Landlord may require, including, without limitation, Builder's Risk Insurance, Workmen's Compensation Insurance, and the insurance required by Section 18 hereof. All such insurance policies shall name Landlord as an additional insured, and contain an agreement by the insurer to give Landlord not less than thirty (30) days prior written notice of any changes and/or the intention of the insurer to cancel the policies. Landlord is aware Tenant is adding security system.

13. **MAINTENANCE AND REPAIRS.**

(a) Landlord shall maintain the foundation, exterior walls (excluding all windows, window frames and doors) and structural components of the roof of the Building in good repair. The cost of any maintenance, repairs or replacements (collectively "repairs") necessitated by the act, neglect, misuse or abuse of Tenant, its agents, employees, customers, licensees, invitees or contractors, together with 10% of such costs for administration and overhead, shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages or be deemed an eviction of Tenant in whole or in part.

(b) Tenant, at its own expense, shall maintain and keep in good order, operating condition and repair, all parts of the interior of the Premises, including but not limited to, interior wall surfaces, doors, door hardware, plumbing, electrical and mechanical equipment within the Premises and all windows, window frames and doors in the exterior walls. Tenant shall keep the Premises in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of any health officers, building inspectors or other proper officers of the governmental agencies having jurisdiction. Tenant shall dispose of all trash and waste materials in outside trash containers and shall flatten all boxes for dumping of trash. Tenant, at its own expense, shall replace (i) any damaged or broken glass, including plate glass or other breakable materials used in structural portions of any interior or exterior windows and doors on the Premises, with glass of the same quality, and (ii) any light bulbs, frames, ballasts and accessory parts thereof that may wear out or be broken or damaged. If Tenant fails to do anything required by this Section 13(b), Landlord, at its option, may do so and Tenant shall pay Landlord for all costs incurred plus 10% thereof for administration.

(c) Tenant shall maintain/repair the HVAC unit and Tenant shall be responsible for costs associated. Should the HVAC unit need to be replaced during the lease term, then the Tenant shall be responsible for such replacement.

14. MECHANICS' LIENS.

(a) Tenant shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it in or to the Premises and for all materials furnished for or in connection with such work. Tenant hereby indemnifies and agrees to hold Landlord, the Premises and the Building free, clear and harmless of and from all mechanics' liens and claims of liens and from all other liabilities, liens, claims and demands on account of such work. If any lien is filed against the Premises or the Building, Tenant shall cause the lien to be discharged of record within ten (10) days after the filing of the lien by payment, posting of a statutory surety bond with the appropriate court or otherwise. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once. If Tenant fails to pay any charge for which a mechanic's lien has been filed and the lien is not discharged of record as described above, Landlord, at its option, may pay such charge and related costs and interest, and the amount paid by Landlord, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord. Nothing contained in this lease shall be deemed the consent or agreement of Landlord to subject Landlord's interest in the Building to liability under any mechanics' or other lien law. On the contrary (and notice is hereby given), the right and power to charge any such lien or encumbrance of any kind against Landlord or its estate is hereby expressly denied.

15. FIRE OR OTHER CASUALTY.

(a) If the Premises or the Building are damaged by fire or other casualty so as to render the Premises untenantable and if an architect selected by Landlord certifies in writing to Landlord and Tenant that with the exercise of reasonable diligence (but without the payment of overtime or other premiums), the Premises cannot be made fit for occupancy within sixty (60) days, then Landlord or Tenant may terminate this lease as of the happening of the fire or other casualty by giving written notice of termination to the other party within thirty (30) days after receipt of the architect's certification. If the architect selected by Landlord certifies that the Premises can be made tenantable within sixty (60) days, or if neither party terminates this lease within the period set forth above (and unless this lease is otherwise terminated under Section 15(b)), Landlord shall repair the damage with all reasonable speed, subject to delays due to adjustment of loss under insurance policies and other delays beyond Landlord's reasonable control. In all events Landlord shall be obligated to restore the Premises only to a building standard condition and in no event shall Landlord be required to make any repairs to or replacements of any of Tenant's furniture, furnishings, fixtures, equipment and other property, Rent shall abate in proportion to the portion of the Premises that is untenantable until Landlord completes repairs necessary to make the Premises tenantable. Notwithstanding the foregoing or any other provision of this lease to the contrary, there shall be no abatement of Rent if the damage is caused by the negligence or misconduct of Tenant, its agent, servants or employees or of any other person entering the Premises under express or implied invitation of Tenant. If the Premises are damaged by fire or other casualty but not so as to render them untenantable, Landlord shall repair the Premises, but only to a building standard condition, with all reasonable speed subject to delays as provided above.

(b) If more than one-third of the Building is damaged or destroyed by fire or other casualty (whether or not the Premises are affected thereby) or the damage is so great that Landlord elects to reconstruct, rebuild or raze the Building, then Landlord may terminate this Lease by giving Tenant thirty (30) days' prior written notice within sixty (60) days after the happening of the fire or other casualty.

(c) Upon termination of this lease pursuant to this Section 15, Tenant shall surrender the Premises and all interest therein under this lease to Landlord and Landlord may re-enter and take possession of the Premises and remove Tenant therefrom. Tenant shall pay Rent prorated through the effective date of termination and Landlord and Tenant shall be free and discharged from all obligations hereunder arising after the effective date of termination except those obligations expressly stated in this lease to survive the termination of this lease.

16. **EMINENT DOMAIN.** If so much of the Premises or the Building as renders the Premises untenantable is taken by right of eminent domain or by condemnation or conveyed in lieu of any such taking (each and all of which are hereinafter referred to as a "taking"), then, at the option of either party exercised by written notice to the other given no later than thirty (30) days after the surrender of possession to the condemning authority, this lease shall cease and terminate and Rent shall be properly apportioned to the date of the taking. If so much of the Building is taken (whether or not the Premises are affected) that, in the sole and absolute discretion of Landlord, it is not feasible or in Landlord's best interest, to restore or rebuild the same, Landlord shall have the right to terminate this lease by written notice to Tenant given no later than thirty (30) days after the surrender of possession to the condemning authority. Upon any termination of this lease pursuant to this Section 16, Tenant shall surrender the Premises and all interest therein under this lease and Landlord may re-enter and take possession of the Premises and remove Tenant therefrom. Tenant shall pay Rent prorated through the effective date of such termination and Landlord and Tenant shall be free and discharged from all obligations hereunder arising after the effective date of termination except those obligations expressly stated in this lease to survive termination of this lease. All compensation awarded or received for any taking of the whole or part of the Premises or the Building or otherwise shall be the property of Landlord regardless of whether such compensation is awarded or received as compensation for diminution in the value of the leasehold or for the fee of the Building or the Premises or otherwise. Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all of such compensation.

17. **ASSIGNMENT AND SUBLETTING.**

(a) Tenant shall not voluntarily, by operation of law or otherwise assign, convey, mortgage, hypothecate, encumber or otherwise transfer this lease or any interest herein or sublet all or any part of the Premises or suffer or permit the Premises or any part thereof to be used by others (any and all of which hereinafter shall be referred to as a "transfer") without the prior written consent of Landlord in each instance, which consent Landlord may withhold in its sole and absolute discretion. Any attempted transfer without Landlord's prior written consent shall be void and shall confer no rights upon any third person..

(b) Landlord agrees that it will not unreasonably withhold its consent to any proposed sublease or assignment (but not any other form of transfer) on the conditions that:

(i) The space affected by such sublease or assignment is not less than the entire Premises;

(ii) Tenant is not in default under this Lease;

(iii) N/A

(iv) The financial status and creditworthiness of the proposed transferee is satisfactory to Landlord. In considering the financial suitability of any proposed transferee, Landlord shall be entitled to disregard the continuing primary liability of Tenant under this lease; and

(v) The proposed transferee;

(A) is of good reputation and is a suitable tenant, is not a governmental or quasi-governmental board, department or agency, or any corporation or other entity partly or wholly owned thereby or affiliated therewith;

(B) agrees in writing to perform and observe all of the terms, provisions, covenants and conditions of this lease and be bound by the provisions hereof and makes to Landlord the express written covenants, representations, and warranties described in this lease;

(C) shall have no right to assign its sublease or further sublet the Premises;

(D) and the proposed tenant's use of the Premises, the Building and the Property (including use by its customers and invitees) will not burden or be more detrimental than Tenant or Tenant's use (in density and frequency of use and otherwise) to the Building, the Premises, the Property or the common areas of the Property;

(E) has experience and background acceptable to Landlord in the business the subtenant intends to conduct on the Premises, such business is not in competition with the business of any other tenant in the Property and the character of the proposed transferee business is reasonably acceptable to Landlord and the Premises and in keeping with the character, standing and quality of the Property; or

(F) agrees in writing to be bound by the provisions of any exhibits and Riders attached hereto and makes to Landlord the express written covenants, representations and warranties descried in any such Exhibits and Riders.

(c) If Tenant proposes to sublet the Premises or assign this lease, shall first make a written request to Landlord for consent to such sublease or assignment and shall submit in writing to Landlord (i) the name of the proposed transferee, (ii) a copy of the proposed sublease or assignment, (iii)

a description of the nature of the proposed transferee's business to be conducted in the Premises, and (iv) such financial and other information concerning the proposed transferee as Landlord may reasonably request. Within five (5) business days after Landlord's receipt of such request and related information, Landlord may, by written notice to Tenant, elect to (A) consent to the proposed transfer subject to any additional terms and conditions Landlord deemed necessary, or (B) refuse to consent to the proposed transfer. If Landlord fails to respond in writing to Tenant's request within such five-day period, Landlord shall be deemed to have refused to consent to the proposed transfer. Any request for consent to a transfer and any such transfer shall be made or given only on forms supplied or approved by Landlord and its legal counsel. Tenant shall reimburse Landlord for Landlord's expenses and any attorneys' fees incurred in connection with the review and documentation of any transfer of the Premises or this lease for which Landlord's consent is requested, whether or not Landlord's consent is granted.

(d) If any subletting or assignment shall occur with or without Landlord's prior consent, (i) Tenant shall pay to Landlord, as additional rent, any excess rent or other premium on the assignment or sublease (i.e., if the sublease or assignment provides that the subtenant or assignee is to pay any amount in excess of the Rent due under this lease, whether such premium be in the form of an increased monthly or annual rental, a lump sum payment in consideration of the sublease or assignment or consideration of any other form), and (ii) Landlord may, after default by Tenant, collect rent from the subtenant or assignee and apply the net amount collected to the rent reserved in this lease. No such sublease, assignment or collection and no payment or collection of any additional rent pursuant to this Section shall be deemed a waiver of the provisions of this lease, or the acceptance of the subtenant as the tenant thereof or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this lease. The consent by Landlord to a sublease or assignment shall not relieve Tenant from primary liability under this lease (which shall be joint and several with any subtenants or assignees) or from the obligation to obtain the express consent in writing of Landlord to any further transfer of the Premises or this lease. In no event shall Landlord's enforcement of any provision of this lease against any transferee of Tenant be deemed a waiver of Landlord's right to enforce any provision of this lease against Tenant or any other person.

18. INSURANCE.

(a) During the Term Tenant, at Tenant's expense, shall carry with an insurance company and in form and substance satisfactory to Landlord (i) comprehensive general liability insurance, including contractual liability insurance covering this lease, insuring both Landlord and Tenant with respect to the Premises with a combined single limit for bodily injury, death and property damages of not less than $1,000,000, and (ii) fire and extended coverage insurance (including vandalism, malicious mischief, and glass breakage) naming Tenant and Landlord as their interests may appear and covering all of Tenant's improvements, fixtures, equipment, inventory and other property in the Premises in an amount not less than 90% of the full replacement cost thereof. Certificates of insurance and endorsements naming Landlord as an additional insured or as its interest may appear, as applicable, shall be delivered to Landlord prior to Tenant's occupancy of the Premises and thereafter at least thirty (30) days prior to the expiration of each such policy. All such insurance policies shall contain an agreement by the insurer to give Landlord not less than thirty (30) days prior written notice of any changes and/or the intention of the insurer to cancel such policies.

(b) Landlord and Tenant each hereby waive any and all rights to recover against the other, its officers, directors, agents, employees and representatives for any loss or damage to the property of such waiving party arising from any cause or type of peril covered by any insurance carried by such party under this lease or covered by any other insurance actually carried by such party. Landlord and Tenant shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises and any personal property located thereon.

19. **INJURY OR DAMAGE.**

(a) Tenant covenants and agrees not to hold or attempt to hold Landlord, its agents or employees liable for any damage occurring through or caused by any repairs, alterations, injury or accidents in or to the Premises, common areas, adjacent premises or other parts of the Property not herein demised, whether by reason of default of another tenant or any other person or otherwise or to hold or attempt to hold Landlord, its agents or employees liable for any injury or damage occasioned by gas, smoke, rain, snow, wind, ice, hail, water however occasioned, lightning, earthquake, war, civil disorder, strike, defective electric wiring or the breaking or stoppage of the plumbing or sewerage upon or in the Premises, the Property or adjacent premises, whether the breaking or stoppage results from freezing or otherwise. All property kept, stored or in the Premises shall be at the sole risk of Tenant.

(b) Landlord shall not be liable to Tenant or any other person for any damages or injury to person or property, including, without limitation damages for injury to or loss of Tenant's business, resulting from interruption, curtailment or cessation of any utility service, air conditioning, heat, snow removal or parking unless caused by the willful and wanton misconduct of Landlord nor shall the same entitle Tenant to any abatement of Rent or be deemed an eviction of Tenant in whole or in part.

20. **INDEMNITY.**

Tenant covenants and agrees to defend, indemnify and save Landlord, its agents, beneficiaries and employees, and their respective officers, directors, shareholders, trustees, agents, and employees (all of such entities and persons being referred to herein individually as an "Indemnified Person" and collectively as the "Indemnified Parties") harmless from all injury, loss, damage and liability (including, without limitation, attorneys' fees and disbursements) for personal injury or property damage arising from, related to or in connection with the use or occupancy of the Premises or Tenant's use of the Building unless caused by Landlord's negligence or breach of this Agreement.

21. **COMPLIANCE WITH LAWS, INSURANCE REQUIREMENTS, AND RULES AND REGULATIONS.**

(a) Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied, in violation of any law, ordinance, order, rule, regulation, certificate of occupancy or other governmental requirement or any recorded restriction, or for any activity or in any manner deemed to be

hazardous on account of fire or other hazards, or that would in any way violate, suspend, void or increase the rate of fire, liability or any other insurance of any kind at any time carried by Landlord. Any increase in the cost of such insurance attributable to Tenant's activities, property or improvements in the Premises or Tenant's failure to perform and observe its obligations under this lease shall be payable by Tenant to Landlord on demand. Tenant, at its own expense, shall comply with all laws, ordinances, orders, rules, regulations and other governmental requirements now or hereafter relating to the use, condition or occupancy of the Premises and all rules, orders, regulations and requirements of the board of fire underwriters or any other similar body having jurisdiction over the Building.

(b) Tenant, its employees and customers shall abide by reasonable rules and regulations promulgated from time to time by Landlord for the Building.

22. **BROKERAGE COMMISSIONS:** Landlord and Tenant shall not be responsible to pay any commissions to brokers with whom they do not have a written agreement, and Landlord shall be responsible to pay the brokers with whom they have a written agreement, and Tenant shall be responsible to pay the brokers with whom it has a written agreement.

23. **END OF TERM.** Before the expiration or other termination of the Term, Tenant shall promptly quit and surrender the Premises to Landlord, broom-clean, in good order and condition, ordinary wear excepted. If Tenant is not then in default hereunder, Tenant may remove from the Premises any trade fixtures and movable equipment and furniture placed therein by Tenant. Whether or not Tenant is in default hereunder, Tenant shall remove such improvements, trade fixtures, equipment and furniture as Landlord requests. Tenant shall fully repair any damage caused by the removal of any trade fixtures, equipment, furniture and improvements. All trade fixtures, equipment, furniture, inventory and improvements not removed by Tenant shall be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefore and Tenant shall pay Landlord all expenses incurred in connection with such property, including, but not limited to, the cost of repairing any damage to the Building or the Premises caused by removal of such property. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this lease.

24. **HOLDOVER.**

If Tenant or anyone claiming under Tenant holds over in the Premises after the end of the Term without the express written consent of Landlord, Tenant shall be deemed to be illegally retaining possession and shall pay Landlord monthly during the entire holdover period, as liquidated damages for loss of use of the Premises, an amount equal to twice the Rent payable immediately prior to the end of the Term. No such holding over and no acceptance by Landlord of payments of liquidated damages as provided in this Section 24 shall be construed to extend this lease or to constitute Tenant a tenant of the Premises on any basis whatsoever.

25. **SUBORDINATION AND ATTORNMENT.**

This lease, including the covenant of quiet enjoyment, is and shall be subject and subordinate to all ground and underlying leases, all mortgages, deeds of trust or other encumbrances and any and all conditions, renewals, extensions, modifications, consolidations and replacements of any or all of the foregoing, now or hereafter affecting such leases or all or any portion of the Building (except to the extent any such instrument shall expressly provide that this lease is superior thereto). This clause shall be self-operative and no further instrument of subordination shall be required in order to effectuate it. Nevertheless, Tenant shall promptly execute and deliver any certificate or other assurance in confirmation of such subordination requested by any lessor, mortgagee or by Landlord. In the event any proceedings are brought for default under any ground or underlying lease or for the foreclosure of any mortgagee, deed of trust or other encumbrance to which this lease is subject and subordinate, Tenant, upon request of the party succeeding to the interest of Landlord as a result of such proceedings, shall automatically attorn to and become the tenant of such successor in interest without change in the terms of this lease. Tenant, upon request by and without cost to Landlord or such successor in interest, shall execute and deliver any instruments confirming such attornment.

26. ESTOPPEL CERTIFICATES.

Tenant shall deliver to Landlord, from time to time within ten (10) days after Landlord's request therefore, a statement in recordable form certifying that:

(a) this lease is in full force and effect;

(b) this lease is unmodified or if modified, stating any such modifications;

(c) there are no defenses or offsets to this lease by Tenant or stating such defenses or offsets as are claimed by Tenant; and

(d) to Tenant's knowledge, Landlord is not in default hereunder and no events or conditions then exist which, with the passage of time, the giving of notice or both, would constitute a default on Landlord's part or specifying any such defaults, events or conditions if any are claimed. Such statement shall also specify the date to which Rent has been paid and specify any further information about this lease or the Premises that Landlord may reasonably request.

Tenant's failure to timely deliver a certificate required under this Section 26 shall be conclusive upon Tenant that this lease is in full force and effect without modification except as may be represented by Landlord and that there are no uncured defaults in Landlord's performance.

27. DEFAULT.

The occurrence or existence of any one or more of the following events or circumstances shall constitute a material default hereunder by Tenant:

(a) Tenant fails to pay within ten (10) days after the date due any Rent or additional rent payable hereunder;

(b) Tenant vacates or abandons the Premises;

(c) Tenant fails to perform or observe any provision of this lease to be performed or observed by Tenant other than subparagraphs (a), (b), (d), (e), (f), (g) or (h) of this Section 27 and such failure continues for ten (10) days after written notice thereof by Landlord to Tenant (or for a period, if any, as may be reasonably required to cure the default if it is of such nature that it cannot be cured within the 10-day period, provided that Tenant commences to remedy the default within such 10-day period and proceeds with reasonable diligence thereafter to cure the default);

(d) Any representation or warranty by Tenant hereunder is or becomes inaccurate, incomplete or misleading in any way;

(e) This lease or the Premises or any part thereof or any of the assets or property owned or used by Tenant in connection with its use or operations of the Premises is taken or seized upon execution or by other process of law directed against Tenant, or is taken upon or subject to any attachment at the instance of any creditor of or claiming against Tenant, and such attachment is not discharged or disposed of within thirty (30) days after the levy thereof;

(f) Tenant or any guarantor of Tenant's obligations (i) admits in writing its inability to pay its debts generally as they become due, (ii) makes an assignment of all or a substantial part of its property for the benefit of creditors, (iii) applies for, consents to or acquiesces in the appointment of a receiver, trustee or liquidator of Tenant or such guarantor or of all or a substantial part of Tenant's or such guarantor's property or of the Premises or of Tenant's interest in this lease, or (iv) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under any bankruptcy or insolvency law or an arrangement with creditors, or takes advantage of any insolvency law or files an answer admitting the material allegations of a petition filed against Tenant or such guarantor in any bankruptcy, reorganization or insolvency proceedings; or

(g) The entry of a court order, judgment or decree without the application, approval or consent of Tenant or any guarantor of Tenant's obligations hereunder, as the case may be, approving a petition seeking reorganization of Tenant or such guarantor under any bankruptcy or insolvency law or appointing a receiver, trustee or liquidator of Tenant or such guarantor or of all or a substantial part of Tenant's or such guarantor's property or of the Premises or of Tenant's interest in this lease, or adjudicating Tenant or such guarantor as bankrupt or insolvent, and such order, judgment or decree is not vacated, set aside or dismissed within thirty (30) days from the date of entry.

28. REMEDIES.

If Tenant is in default under this lease as set forth in Section 27, Landlord shall have the following rights and remedies in addition to all other remedies at law or in equity and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or in equity;

(a) Landlord shall have the right to terminate this lease by giving Tenant written notice at any time. No act by or on behalf of Landlord, including without limitation any entry on the Premises by Landlord to perform maintenance and repairs or efforts to relet the Premises, except Landlord's written notice of termination to Tenant shall terminate this Lease. If Landlord gives such notice, this lease, the Term and all right, title and interest of Tenant under this lease shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenant's liability) on the date specified in the notice as if such date were the expiration date of the Term without the necessity of reentry or any other act on Landlord's part. Tenant hereby waives any requirement for any other act or notice by Landlord. Upon any termination of this lease Tenant shall quit and surrender the Premises to Landlord as set forth in Section 22. If this lease is terminated, Tenant shall be and shall remain liable to Landlord for damages as hereinafter provided and Landlord shall be entitled to recover forthwith from Tenant as damages an amount equal to the total of (i) all Rent and other sums accrued and unpaid at the time of termination of this Lease plus interest thereon at the legal rate, and (ii) alternatively, at Landlord's option, either (A) the amount of Rent and all other sums that would have been payable hereunder if this lease had not been terminated, less the net proceeds, if any, of any reletting of the Premises after deducting all Landlord's expenses in connection with such reletting, or (B) an amount equal to the present value (discounted at the rate of 8% per annum) of the balance of the Rent and other sums payable for the remainder of the stated Term after the termination date less the present value (discounted at the same rate) of the reasonable rental value of the Premises for such period (taking into account the time likely to be deemed to relet the Premises), plus all of Landlord's expenses incurred in reletting (or attempting to relet) the Premises, and (iii) all of Landlord's expense incurred in repossessing the Premises and all other amounts necessary to compensate Landlord fully for all damage caused by Tenant's default.

(b) Landlord, without demand or notice, may re-enter and take possession of the Premises or any part thereof, repossess the same as of Landlord's former estate, expel Tenant and those claiming through or under Tenant and remove the effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenants. If Landlord elects to so re-enter or if Landlord takes possession pursuant to legal proceedings, or pursuant to any notice provided for by law, Landlord, from time to time and without terminating this lease, may relet the Premises or any part thereof for such term or terms, at such rental or rentals and upon such other conditions as Landlord may in its absolute discretion deemed advisable, with the right to make alterations and repairs to the Premises. No such reentry, repossession or reletting of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this lease unless a written notice of termination is given to Tenant by Landlord. No such reentry, repossession or reletting of the Premises shall relieve Tenant of its liability and obligation under this lease, all of which shall survive such reentry, repossession or reletting. Upon the occurrence of such reentry or repossession, Landlord shall be entitled to the amount of the monthly Rent and all other sums that would be payable hereunder if such reentry or repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's expenses in connection with such reletting. Tenant shall pay such amounts to Landlord on the days on which the Base Rent and other sums due hereunder would have been payable hereunder if possession had not been retaken.

(c) Landlord shall have the right to recover from Tenant the rents and damages provided for above by suit or suits brought from time to time without Landlord being required to wait until the expiration of the Term or if this lease is terminated, the date on which such expiration would have occurred. Landlord may, but shall not be obligated to, cure any default by Tenant under this lease at any time without notice. All costs and expenses incurred by Landlord in curing a default, including without limitation reasonable attorneys' fees and interest on the amount of costs and expenses so incurred at the legal rate, shall be paid by Tenant to Landlord on demand and shall be recoverable as additional rent. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default. As used in this lease, the terms "re-enter," "re-entry," "take possession," "repossess" and "repossession" are not restricted to their technical legal meaning.

29. SIGNS.

Tenant shall place no signs, posters, advertisements or similar items in or on the windows, window display areas, doors or exterior of the Premises or upon the exterior of the Building or anywhere in the Premises, without Landlord's prior written consent and a proper sign permit issued by the appropriate governmental authority.

30. **UTILITIES.** Tenant shall pay all utilities for its use of the Premises.

31. PARKING. All Parking Ratios to be in conformance with Association and City requirements.

32. LANDLORD'S INABILITY TO PERFORM.

This lease and Tenant's obligations hereunder shall not be affected or excused because of Landlord's delay or failure to perform or comply with any of Landlord's obligations hereunder for reasons beyond the reasonable control of Landlord, including without limitation strikes or other labor difficulties, inability to obtain necessary governmental approvals, unavailability of materials, war, riot, civil insurrection or governmental preemption in connection with a national emergency. In addition, Landlord shall not be deemed to be in default in the performance of any of its obligations unless and until it has failed to perform such obligations within thirty (30) days after receiving written notice from tenant specifying Landlord's failure to perform. If the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

33. PAYMENTS AFTER TERMINATION.

No payments of money by Tenant to Landlord after the termination of this lease in any manner or after the giving of any notice (other than a demand for payment of money) by Landlord to Tenant shall reinstate, continue or extend the term of this lease or make ineffective any notice given to Tenant prior

to such payment. After any one of service of notice, the commencement of a suit of final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Rent due and any other sums due under the terms of this lease and the payment of such sums (whether as Rent or otherwise) shall not make ineffective any notice or in any manner affect any pending suit or judgment theretofore obtained.

34. NO IMPLIED SURRENDER OR WAIVER.

No provision of this lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease or any rules and regulations shall not prevent a subsequent act that constitutes a violation from having all the force and effect of violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach. No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept surrender of the Premises shall be valid unless in writing signed by Landlord. Time is of the essence hereof.

35. NO REPRESENTATIONS BY LANDLORD.

Tenant acknowledges and agrees that it has not relied upon any statements, representations, warranties, agreements or promises with respect to this lease, the Premises or the Building except as expressly stated herein. Without in any way limiting the generality of the foregoing, Tenant agrees that Landlord and Landlord's agents have made no representations, warranties, agreements or promises with respect to the exact size of the Premises or the Building or any other tenants or types of tenants in the Building.

36. NOTICE AND BILLS.

Any bill, statement, notice or demand that Landlord may desire or be required to give to Tenant shall be in writing and shall be deemed sufficiently given or rendered if delivered personally to Tenant or any of its officers, agents, employees or representatives at the Premises or sent by certified or registered United States mail, postage prepaid, addressed to Tenant at Tenant's Address, or, after commencement of the Term, at the Premises. Any such notice or demand shall be deemed to have been given at the time when it is personally delivered or mailed. Any notice or demand by Tenant to Landlord shall be in writing and must be served by certified or registered United States mail, postage prepaid, addressed to Landlord at Landlord's Address. Either party shall have the right to change its address for notice by giving notice as provided above.

37. LANDLORD DEFINED.

The term "Landlord" as used in this lease with regard to covenants or obligations on the part of Landlord shall be limited to mean and include only the owner or future owners of the Building at the time in question. If title to the Building is transferred, Landlord named herein (and in the case of any subsequent transfers or conveyances the then grantor) shall be automatically freed and relieved from and

after the date of such transfer or conveyance from all liability for the performance of any covenants or obligations on the part of Landlord contained in this lease to be performed after the transfer or conveyance; provided, however, that any funds in the hands of Landlord (or the then grantor) at the time of such transfer in which Tenant has an interest shall be delivered to the grantee and any amount then due and payable to Tenant by Landlord (or the then grantor) under any provisions of this lease shall be paid to Tenant.

38. **NO RECORDING.**

Tenant shall not file or record this lease or any evidence thereof, or any document evidencing a transfer (as defined in Section 17) of this lease or the Premises in any real property records, Uniform Commercial Code records or in any other place where such documents may otherwise be filed or recorded. However, within ten (10) days after requested to do so by Landlord, Tenant shall execute a short form memorandum of lease in recordable form, which, at Landlord's option, may be recorded.

39. **CONDITIONS TO EFFECTIVENESS OF LEASE.** N/A

40. **MISCELLANEOUS.**

(a) If any provision of this lease is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this lease shall not be affected thereby. In lieu of each provision of this lease that is determined to be illegal, invalid or unenforceable there shall be added as a part of this lease a provision that is legal, valid and enforceable as similar in terms as possible to such illegal, invalid or unenforceable provision.

(b) This lease and all Exhibits attached hereto and by this reference incorporated herein constitute the entire agreement between the parties hereto and supersede all prior and contemporaneous agreements, representations and understandings of the parties, both written and oral, regarding the subject matter of this lease. Except as herein otherwise provided, no amendment or modification of this lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound thereby. In the event of any inconsistency between the provisions of the Sections of this lease and the Exhibits attached hereto, the provisions of the Exhibits control.

(c) The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and permitted assigns.

(d) In the event of any litigation or other action between Tenant and Landlord to enforce any provision of this lease or otherwise with respect to the subject matter hereof, the unsuccessful party in such litigation or other action shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party.

(e) The language in all parts of this lease shall be construed according to its fair meaning and not strictly for or against Landlord or Tenant. The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this lease.

(f) Landlord shall have the right to name the Building and the Property and from time to time to change the name, number or designation of the Building and the Property.

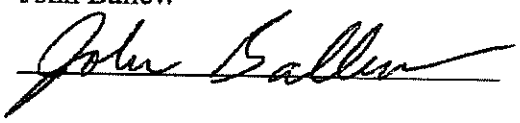
(g) This lease shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

41. TERMINATION. If any Federal, State, or Municipal laws or regulations permanently prohibits or forbids the Tenant's business operations, or if a governmental notice is delivered to Landlord or Tenant which requires to permanently cease Tenant's business operations on the Premises, Landlord or Tenant may terminate this lease by written notice to the other and upon such termination, Tenant shall promptly vacate the Premises (in not less than 30 days). Termination pursuant to this Paragraph 41 shall not be by reason of a temporary regulatory prohibition, suspension, or cessation of Tenant's business operations, and Tenant shall as soon as reasonably possible ensure that any such temporary regulatory, prohibition, suspension or cessation is remedied and the Tenant's Business operations are brought into compliance with all applicable Federal, State and Municipal laws and regulations. Upon vacating and surrendering the Premises pursuant to this Section, each party hereto shall be released from further obligation to the other party and Landlord shall immediately return the full amount of the Security Deposit to Tenant less any portion retained by Landlord to remedy any default by Tenant. If termination occurs by reason of any regulatory prohibition, then neither party shall be liable to the other for any claims of damages by reason of said termination.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the date first set forth above, the corporate party or parties by its or their prior officers duly authorized hereunto.

LANDLORD:

John Ballew



Date: April 30, 2015

TENANT:

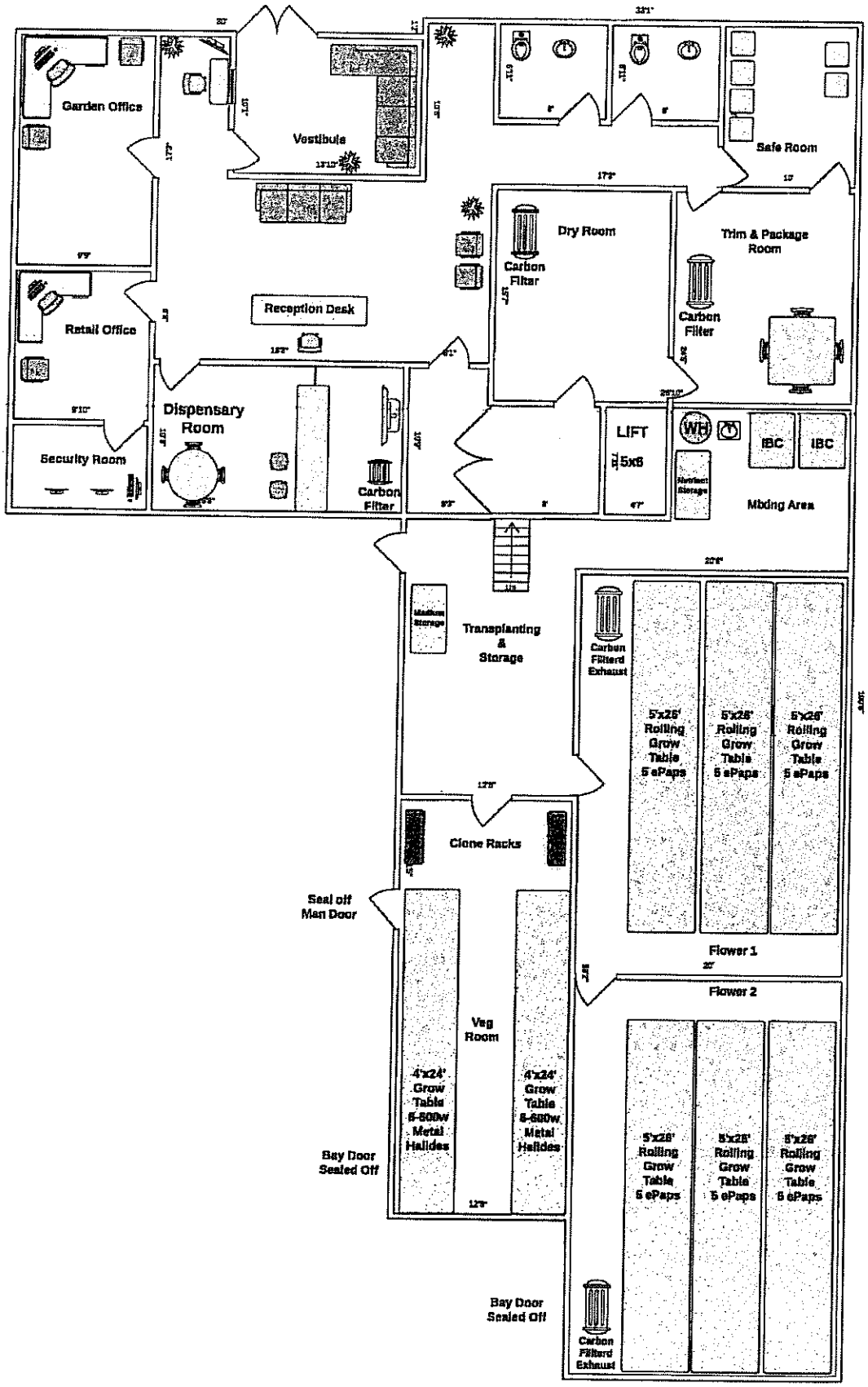
Keyway, Inc.

Executive Director

By:

Its:

Date: 4/30/15


Garden Office
Vestibule
Safe Room
Dry Room
Carbon Filter
Trim & Package Room
Carbon Filter
Reception Desk
Retail Office
Dispensary Room
Security Room
Carbon Filter
LIFT
5x6
WH
IBC
IBC
Mixing Area
Transplanting & Storage
Carbon Filterd Exhaust
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
Clone Racks
Seal off Man Door
Flower 1
Flower 2
Veg Room
4'x24' Grow Table 6-600w Metal Halides
4'x24' Grow Table 6-600w Metal Halides
Bay Door Sealed Off
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
Bay Door Sealed Off
Carbon Filterd Exhaust

Appendix A
Producer Backer Information Form

This form must be completed by each person or entity identified as a producer backer in Section J of the Non-Profit Producer License Application Form. A producer backer is any person (including any legal entity) with a direct or indirect financial interest in the applicant, including but not limited to a creditor, and any person having ownership interest in any property utilized by the non-profit applicant.

For purposes of this Appendix, "you" refers to the person completing the form.
Each backer and each director of member of a backer organization must complete Appendix B if they are also a director, owner, officer or other high-level employee of the applicant.

Section A: Backer Information

1. Backer type:

☐ Individual Person	☐ Sole Proprietorship	☐ Corporation	☑ Limited Liability Company	☐ Partnership	☐ Limited Liability Partnership	☐ Unincorporated Association	☐ Other

2. Legal Name of Backer: **CannaCounsel, LLC**

3. Trade Name of Backer (if applicable): **Shift Cannabis Co.**

4. Street Address (including Apartment or Suite #): [redacted]

5. City: [redacted]

6. State: [redacted]

7. Zip Code: [redacted]

8. Daytime Telephone Number: [redacted]

9. Fax Number: **N/A**

10. E-mail Address: [redacted]

Section B: Members and Directors of Backer Organization

If you selected anything other than "Individual" or "Sole Proprietorship" in response to Section A, identify all members and directors of the backer organization. Attach additional pages if necessary.

11. Name (First, Middle, Last):	12. Percentage of ownership
Travis, Lee, Howard	**58.33**
Reed, Landon, Porter	**16.67**
Henry, Schlee, Hilberg	**16.67**
Robert, Lawrence, McEvoy	**8.33**

Section C: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

13. State	14. Issue Date (month/year): 12/2012	16. Type:	17. Number:
CO	15. Expiration Date (month/year): N/A	MED Vendor	N/A
18. State	19. Issue Date (month/year): 10/01/2014	21. Type:	22. Number:
CO	20. Expiration Date (month/year): 10/01/2015	Retail Marijuana	402R-[redacted]

Section D: Legal Proceedings

23. Has the backer, or (in the case of an organization) any of the backer's members, or any entity over which they exercised management or control, had any petition filed by or against them, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

24. Has the backer, or (in the case of an organization) any of the backer's members, or any entity over which they exercised management or control, ever had a professional license, permit or registration in New Mexico, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

25. Is the backer,or (in the case of an organization) any of the backer's members, a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed $500,000 above any insurance coverage available to cover the claim?

☐ Yes ■ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on your ability to serve as a backer for the applicant.

26. Has the backer, or (in the case of an organization) any of the backer's members, or any entity over which they exercised management or control, ever had any fines or other penalties over $10,000 assessed by any regulatory agency?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section E: Criminal Actions

27. Has the backer, or (in the case of an organization) any of the backer's members, ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do they have any charges pending? ☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

I hereby certify that the above information is correct and complete.

I fully understand that if any information or material submitted to the Department of Health is falsified, the application may be denied on that basis alone, and the falsification may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

28. Signature:	29. Date Signed:
▶ [signature], GM	4/29/15

MED Registered Medical Marijuana Vendors as of April 1, 2015				
Business Name	DBA	Street Address	City	Zip
1 Stop Shop Meds LLC	1 Stop Shop Meds LLC	5185 Lisbon Street	Denver	80249
A&W Concentrates LLC	A&W Concentrates LLC	7438 South Quail Circle, #2026	Littleton	80127
Absolute Security and Personal Protection LLC	Absolute Security and Personal Protection LLC	2681 W. Vassar Ave.	Denver	80219
Ace Electric Corp.	Grow Room Services	2922 Ames St.	Wheat Ridge	80214
Advanced Cannabis Solutions Inc.	Advanced Cannabis Solutions Inc.	2884 Delta Drive	Colorado Springs	80910
AGO STUDIOS INC	AGO STUDIOS INC	1180 CAPITOL ST #202	Eagle	81631
Alarms & Security Cameras LLC	Alarms & Security Cameras LLC	4155 E Jewell Ave Suite 1110	Denver	80222
American Cannabis Exchange	American Cannabis Exchange	21323 E Floyd Place	Aurora	80013
Anything Tec,LLC	Anything Tec,LLC	1625 Mid Valley Drive Unit 1-128	Steamboat Springs	80487
Apothacare LLC	Apothacare	3050 S. Elati St.	Englewood	80110
Armored Express LLC		4663 Calle Louisa	Golden	80403
Automated Trimming Service		2627 Wakonda Drive	Fort Collins	80521
Baby Genius Consortium LLC	Baby Genius Consortium LLC	285 S 40th St	Boulder	80305
BASIC BOOKS PLUS LLC	BASIC BOOKS PLUS LLC	6435 S DAYTON ST #104	Englewood	80111
BDDY PACKAGING LTD	BDDY PACKAGING LTD	4155 East Jewell Avenue, Suite 502	Denver	80222
Big Al's Security Team	Big Al's Security Team	12691 S mile Creek Court	Parker	80134
Bighorn Asset Protection, LLC	Bighorn Asset Protection, LLC	11532 North Deer Lane	Parker	80138
Blue Line Protection Group Inc	Blue Line Protection Group Inc	1350 Independence St 3rd Floor	Littleton	80125
Blue Pinealpple Machine Service LLC		603 S 29th Street Unit C	Colorado Springs	80904
BLUE SKY EXTRACTIONS LLC	BLUE SKY EXTRACTIONS LLC	2655 Mapleton Avenue, #205	Boulder	80304
Boss Security Solutions, Inc	Boss Security Solutions, Inc	5395 S. Crocker Street	Littleton	80120
BUDS of Colorado	BUDS of Colorado	7397 Deframe St	Arvada	80005
C & M CONSULTANTS LLC	C & M CONSULTANTS LLC	461 South Siesta Drive	Pueblo	81007
Canna Counsel, LLC	Canna Counsel, LLC	3246 South Grant Street	Englewood	80113
Cannabis University, Inc	Cannabis University, Inc	55 South Lincoln Street, #407	Denver	80209
CannaRabbit,LLC	CannaRabbit,LLC	3888 E Mexico Ave Ste.233	Denver	80210
CANNASYS INC	CANNASYS INC	7951 E MAPLEWOOD AVE	Englewood	80111
CASSANDRA MARIE LLC	CASSANDRA MARIE LLC	3460 Park Ave West # D	Denver	80211
CCTV Alarm, Surveillance System Repair, install, design	Beacon Integrated Technologies Inc.	4002 Gamble Gulch Rd.	Black Hawk	80422
Choice Logistics Colorado LLC		3234 W 42nd Ave	Denver	80216
Colorado Bookkeeping LLC	Colorado Bookkeeping LLC	961 Clarkson Street #101	Denver	80218
Colorado Compliance Consultants, LLC		229 McSkimming Road	Aspen	81611
Colorado Couriers	Colorado Couriers	35 Lower Woodbridge Rd	Snowmass Village	81615

Travis Lee Howard – Criminal History Personal Statement.

I have attached the disposition paperwork from the City of Casper, Wyoming. The City Court Clerk stated this is the only document they have on me, it shows I pleaded no-contest and paid a $50 fine. There was no further disposition or probation or anything else along those lines.

In late December of 1998, when I was 20 years old, and just weeks before my 21st birthday on January 17th, 1999, I made the terrible decision to partake in some beers with friends who were also home for on vacation from college for Christmas Break. I went to a friend's house who had about 15 or 20 friends from years before in high school and the house was reported for a music violation by a neighbor. The police arrived and asked if anyone was under the age of 21. I raised my hand, admitted to drinking 2 beers, and was issued a citation for Minor In Possession (MIP). On 2/24/1999 I went to court in Casper and plead no-contest and received the disposition of a ticket and fine.

Clearly this was a bad choice, made in the time frame when studies show we consume our most alcohol and not coincidentally, make the poorest choices. At 37 years old, married for 10 years, with three beautiful children I simply make better decisions. Nearly 18 years after this incident I am confident it is well behind me, I hope you can see that too.

Sincerely,

Travis Howard, Esq.

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09/01/2010                 CITY OF CASPER ,MUNICIPAL COURT                  566
13:48                         Offenses Information:                  Page:    1

  Booking Number:      45221                                           NonCust
      Name Number:     37717   Travis Howard
   Arrest Number:    1
  Time/Date: 01:15:00 12/29/1998     Agency: CPD              Age at Arst:  20
   Location: 168 Valley             Officer: Swisher,Andrew  Arrest Type: SUMC
       Area:                      Reference: 98-050775        Disposition: AH

 Bonds/Fees/fines/Rest/Other: No      Sentenced: No   Offense Number:     61829
     Local ID:                                         TN Suffix:
      Statute: C5.08.370c      Illegal Poss. by Cons  NCIC:
      Offense: AOFF Alcohol Offense                Reference: 25843d
 Offense Type: M    Municipal Ordinance                 Area:
  Crime Class: MI   Misdemeanor             Related Incident: 98-050775
 Jurisdiction: CPD  Casper Police Depart          Entry Code: MISD
     Location: 168 Valley                         Court Code: MUN
     Occurred: 01:15:00 12/29/1998           Judicial Status:
Billing Agncy: CPD                         Prosecutor Agency:
  Billing Beg:   :  :     /  /                   Disposition: NLC Date: 02/24/1999
          End:   :  :     /  /              Sentencing Judge: Raymond
 Alcohol/Drug:                              Sent. Components:
 Comments: 1/20/99  nolo pd 50.00                 Sentenced:   :  :     /  /
= = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = =
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Addendum to Appendix A

27 Section E.

Yes. In September of 2001, I was arrested in Harrisonburg, Virginia for underage alcohol possession. The court assigned me to 50 hours of community service and to participate in a ten week Alcohol Safety Action Program (ASAP). My community service was completed in full at the local Salvation Army chapter and my ASAP classes were completed in full at the Rockingham County Courthouse Annex. I spoke with Harrisonburg/Rockingham GDC Clerk Teresa L. Brown in an attempt to obtain a copy of my record and she stated that she could find no such record. She further told me that they purge their records after 10 years. Harrisonburg/Rockingham GDC Clerk Teresa L. Brown reported that the only record she could find for me was a noise violation ticket that was issued in April 2004.

(1) Person's Name: Robert L. McEvoy (2) Name and Location of Court: Harrisonburg/Rockingham General District Court, Harrisonburg, VA (3) Charge(s): Underage Alcohol Possession (4) Sentence/Settlement: 50 Hrs Community Service and 10 week Alcohol Safety Action Program (5) Date of Sentencing/Settlement: September 2001 (6) Last Date of Incarceration/Parole/Probation/Monitoring/Liability for Fees: September 2001.
(2) Person's Name: Robert L. McEvoy (2) Name and Location of Court: Harrisonburg/Rockingham General District Court, Harrisonburg, VA (3) Charge(s): Noise Violation (4) Sentence/Settlement: Fine (5) Date of Sentencing/Settlement: April 2004 (6) Last Date of Incarceration/Parole/Probation/Monitoring/Liability for Fees: April 2004.

SentryLink

National Criminal Records Report

Report dated: 4/20/15

Search results for:

First name = Robert
Last name = McEvoy
Date of birth = [redacted]/1983
SSN = [redacted]2008
Jurisdiction = ALL

NOTE: Information contained herein is derived solely from public records, which may not be 100% accurate or complete. Users should not assume that this data provides a complete or accurate history of any person's criminal history. Users should consult state and federal laws before using this information in making decisions on hiring or firing of employees.

SentryLink, LLC assumes no liability for any claims for damages arising from the use of this data beyond the actual cost of the searches performed.

MCEVOY, ROBERT LAWRENCE

Virginia Admin Office of Courts - Historical Data (Inactive: 6/5/2009)

Offender ID: 061GT0300141800

Race	WHITE
Sex	MALE

Case No:061GT0300141800

Charge	80/65 SPEEDING
Type	INFRACTION
Statute	4
Filed	1/23/03
Disposed	4/17/03
Disposition	GUILTY
Defendant Status	RELEASED ON SUMMONS
County-Jurisdiction	FAUQUIER
Amended Statute	G.46.2-870
Hearing Result	FINAL
Original Offense	R/D SPEEDING 87/65
Original Degree of Offense	MISDEMEANOR

MCEVOY, ROBERT L

Virginia Admin Office of Courts - Historical Data (Inactive: 6/5/2009)

Offender ID: 165GC0100422000

Race	WHITE
Sex	MALE

Case No:165GC0100422000

Charge	DIP
Statute	1
Filed	10/1/01
Disposed	10/22/01
Disposition	GUILTY
County-Jurisdiction	ROCKINGHAM/HARRISB
Hearing Result	FINAL
Original Offense	DIP

3. Failure to provide a copy of the report as required by law may expose you to liability as specified in Section 1786.50. Section 1786.50 provides for fines and damages in the event a consumer is harmed by an employer not complying with this section. Section 1786.16 refers to certain requirements already in existence, such as obtaining releases.

Pref: 7

Appendix A
Producer Backer Information Form

This form must be completed by each person or entity identified as a producer backer in Section J of the Non-Profit Producer License Application Form. A producer backer is any person (including any legal entity) with a direct or indirect financial interest in the applicant, including but not limited to a creditor, and any person having ownership interest in any property utilized by the non-profit applicant.

For purposes of this Appendix, "you" refers to the person completing the form.
Each backer and each director of member of a backer organization must complete Appendix B if they are also a director, owner, officer or other high-level employee of the applicant.

Section A: Backer Information

1. Backer type:

☑ Individual Person	☐ Sole Proprietorship	☐ Corporation	☐ Limited Liability Company	☐ Partnership	☐ Limited Liability Partnership	☐ Unincorporated Association	☐ Other

2. Legal Name of Backer: **Matt Cantou Clarke**

3. Trade Name of Backer (if applicable): **N/A**

4. Street Address (including Apartment or Suite #): [redacted]

5. City: [redacted]

6. State: [redacted]

7. Zip Code: [redacted]

8. Daytime Telephone Number: [redacted]2278

9. Fax Number: **N/A**

10. E-mail Address: [redacted]

Section B: Members and Directors of Backer Organization

If you selected anything other than "Individual" or "Sole Proprietorship" in response to Section A, identify all members and directors of the backer organization. Attach additional pages if necessary.

11. Name (First, Middle, Last):	12. Percentage of ownership:
N/A	N/A

Section C: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

13. State	14. Issue Date (month/year): 09/2007	16. Type:	17. Number:
NM	15. Expiration Date (month/year): Current	Bar	[redacted]
18. State	19. Issue Date (month/year):	21. Type:	22. Number:
	20. Expiration Date (month/year):		

Section D: Legal Proceedings

23. Has the backer, or (in the case of an organization) any of the backer's members, or any entity over which they exercised management or control, had any petition filed by or against them, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

24. Has the backer, or (in the case of an organization) any of the backer's members, or any entity over which they exercised management or control, ever had a professional license, permit or registration in New Mexico, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

25. Is the backer,or (in the case of an organization) any of the backer's members, a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed $500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on your ability to serve as a backer for the applicant.

26. Has the backer, or (in the case of an organization) any of the backer's members, or any entity over which they exercised management or control, ever had any fines or other penalties over $10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section E: Criminal Actions

27. Has the backer, or (in the case of an organization) any of the backer's members, ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do they have any charges pending? ☐ Yes ■ No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

I hereby certify that the above information is correct and complete.

I fully understand that if any information or material submitted to the Department of Health is falsified, the application may be denied on that basis alone, and the falsification may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

28. Signature: ▶	29. Date Signed: 4/29/15

RFA Section A

Shift NEW MEXICO

A. Summary Introduction

Introduction – It is with great pleasure that I submit to the Department of Health the attached application for approval of a license to grow and distribute medical cannabis. As Executive Director of Keyway Inc., I submit this application on behalf of a team of experienced, dynamic, and dedicated individuals who are committed to conduct our work with the utmost integrity, accountability, and transparency. This application brings together a unique team that includes experienced growers, marketers, financiers, legal professionals, patients, medical experts, and pillars of the community.

Based on my service and work in New Mexico, I see a wonderful, unique, and rich community that is suffering from a great need for more creative, specialized, and dynamic treatment options. Debilitating medical conditions and the cycle of poverty tear at the fabric of our community and families. Delivery methods to serve those experiencing issues related to behavioral health, cancer, pain management, addiction, ADHD, and PTSD must be improved and expanded. Addressing chronic social issues including poverty and violence require using every tool in the toolbox.

These medical and cultural conditions cross over political and class lines effortlessly, and in an odd sense they bring our community together. While reaching out to members of our community in preparing this application, every person I contacted personally knew one or more people that have benefitted from, or could benefit from, medical cannabis. The evolving politics, policies, procedures, and regulations of medical cannabis are paving a path for more creative, specialized, and dynamic treatments for the conditions that hold our community back. I have put my career, reputation, and

personal assets into this endeavor to contribute to this progress.

My role in this venture is to bring the best possible team together and ensure that our operation is conducted with the utmost integrity. Our team is composed of individuals with diverse and broad skill sets, varying perspectives, respect in the community, and unmatched expertise and experience. We have designed an organization and business that will be financially sound and meet specific scientific and geographic needs for treatment. I am professionally poised to dedicate my time, effort, and ability to work closely with all members of this organization.

As a practicing attorney, I have worked hard to serve my community, but the narrow scope of advocating one case number at a time is not enough. As a district attorney, with great deliberation, purpose, and prioritization, I sent many people to prison for terrible actions. As a public defender, I kept many people from going to prison and minimized damages to their freedom and futures.

My first personal experience influencing positive change with a broader scope came while working as a child abuse and neglect attorney. There, I contributed to the reunification of parents with children after the State justifiably took their children into custody. I advocated for parents and children to receive any services and treatments that could allow them to move forward more successfully. Many parents have also heeded my heartbreaking advice that the most loving and caring thing they can do for their children is to relinquish their parental rights.

A very thick file stood out when I was assigned my first child abuse and neglect caseload. The file was two years in the making, way beyond acceptable timelines. I

thoroughly reviewed the case and met the parties. I found significant and compelling problems related to finding and contacting the children's family members. After countless hours reconstructing two years of a case, I litigated for about nine days knowing I was going to lose. I filed an appeal and a year and a half later, the appeal was published resulting in changes to statewide policy that the State must follow to seek out all relatives of children in custody and inform them of their rights and priority for placement of a child in state custody. This achievement opened my eyes to the possibility of effecting change in a broader manner.

I see no more commonsense or creative development in our society than the licensure of medical cannabis. There is no better example of state and local governments taking radically new approaches to the treatment of those who truly need it. I look forward to investing my time and energy in this project to contribute to this momentum. I offer my integrity and the best of my abilities, as well as those of our team, to make this organization the best it can be.

The Board of Directors – I have spent a lot of time assembling what I feel is a very dynamic and community centric board. Starting with our patients we've chosen an array of history and background. While two of our patient board members both deal with Multiple Sclerosis, one is an active female attorney at middle age; the other is a male veteran pushing into his mid-fifties. Both have experience with medicinal varietals, the challenges of obtaining quality medicine in New Mexico, and a passion to create a better and more accessible product for all of New Mexico's patients. Our third board member/patient is a male suffering from Post Traumatic Stress Disorder and

brings his own experiences with medicinal cannabis and difficulty of access, having been one of the few patients approved to cultivate outdoors. In addition, we've been lucky enough to attract a physician (M.D.) who has a background in addiction and behavioral health issues, working with impoverished and indigent communities around the world, and has a bevy of experience in general practice and clinical research. Complementing our M.D. is a Registered Nurse with decades of experience in hospital charting, records management, and general patient triage and care. In the next board seat we have accepted a retired District Judge, specializing in the Drug and Treatment Court programs. He is complimentary of the Medical Cannabis Program from his experience and desires to have a continued impact amongst its population. I will serve in the final seat and act as Executive Director of Keyway, Inc.

The Management Company – In addition to the cannabis experience brought to our board by our patients, we have contracted with a company who brings world-class cannabis cultivation and dispensing services to the table. SNM, LLC (SNM) is licensing its Shift Trademark to our non-profit, signaling our intention to operate at the highest, most well respected levels in the industry. SNM has as its General Manager and Founding Partner Shift Cannabis Co. which has operated medical cannabis dispensaries and cultivation facilities in Boulder, Colorado for five years, consulted on responsible regulation, production, and youth prevention since 2010 across the country, and whose principals have lectured at national industry shows in Boston, Chicago, Las Vegas, and San Francisco. SNM will bring expertise in cultivating and breeding Cannabidiol (CBD) strains, organic integrated pest management, and stable and consistent harvest

RFA Section A Summary

schedules for patient efficacy and reliability.

On the retail side of the operation, SNM brings exemplary patient service and education standards. They cross-train staff in all facets of the business and they spend resources to send staff to physician and industry seminars. Having personally interviewed staff, patients, and physicians I am confident this is the correct team to carry out the vision of Keyway, Inc.

Sincerely,

Matt Cantou Clarke, Esq.

Appendix A
Producer Backer
Information Form

This form must be completed by each person or entity identified as a producer backer in Section J of the Non-Profit Producer License Application Form. A producer backer is any person (including any legal entity) with a direct or indirect financial interest in the applicant, including but not limited to a creditor, and any person having ownership interest in any property utilized by the non-profit applicant.

For purposes of this Appendix, "you" refers to the person completing the form.
Each backer and each director of member of a backer organization must complete Appendix B if they are also a director, owner, officer or other high-level employee of the applicant.

Section A: Backer Information

1. Backer type:

☐ Individual Person	☐ Sole Proprietorship	☐ Corporation	☒ Limited Liability Company	☐ Partnership	☐ Limited Liability Partnership	☐ Unincorporated Association	☐ Other

2. Legal Name of Backer: Bootstrap Capital, LLC

3. Trade Name of Backer (if applicable): N/A

4. Street Address (including Apartment or Suite #): [redacted]

5. City: [redacted] | 6. State: [redacted] | 7. Zip Code: [redacted]

8. Daytime Telephone Number: [redacted] | 9. Fax Number: [redacted] | 10. E-mail Address: [redacted]

Section B: Members and Directors of Backer Organization

If you selected anything other than "Individual" or "Sole Proprietorship" in response to Section A, identify all members and directors of the backer organization. Attach additional pages if necessary.

11. Name (First, Middle, Last):	12. Percentage of ownership
James Allen Hayes	25%
Michael M. Hayes	25%
Daniel M. Jacobs	50%

Section C: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

13. State	14. Issue Date (month/year): 09/09	16. Type:	17. Number:
NM	15. Expiration Date (month/year): 1/16	Law License	[redacted]
18. State	19. Issue Date (month/year):	21. Type:	22. Number:
	20. Expiration Date (month/year):		

Section D: Legal Proceedings

23. Has the backer, or (in the case of an organization) any of the backer's members, or any entity over which they exercised management or control, had any petition filed by or against them, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

24. Has the backer, or (in the case of an organization) any of the backer's members, or any entity over which they exercised management or control, ever had a professional license, permit or registration in New Mexico, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

25. Is the backer,or (in the case of an organization) any of the backer's members, a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed $500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on your ability to serve as a backer for the applicant.

26. Has the backer, or (in the case of an organization) any of the backer's members, or any entity over which they exercised management or control, ever had any fines or other penalties over $10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section E: Criminal Actions

27. Has the backer, or (in the case of an organization) any of the backer's members, ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do they have any charges pending? ☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

I hereby certify that the above information is correct and complete.

I fully understand that if any information or material submitted to the Department of Health is falsified, the application may be denied on that basis alone, and the falsification may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

28. Signature: ▶	29. Date Signed:
	4/28/15

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): Matt Cantou Clarke			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: Executive Director of Keyway and Manager of Shift NM	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted]79	10. Gender: ☑ Male ☐ Female		

Section B: Employment Information

11. Current or Most Recent Employer: Cantou Clarke Law		12. Date of Employment: Start Date: July 2013 End Date: : Present
13. Employer Address (including Apartment or Suite #): 1322 Paseo De Peralta		
14. City: Santa Fe		15. State: NM / 16. Zip Code: 87506
17. Daytime Telephone Number: 505-310-2278	18. Fax Number: 505 -214-5953	19. E-mail Address: mattclarkelaw@gmail.com

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ☒ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ☒ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☒ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year): 09/2007	28. Type:	29. Number:
NM	27. Expiration Date (month/year): NA	Bar License	[redacted]
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
	32. Expiration Date (month/year):		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature:	40. Date Signed:
	4/29/15

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): Rollin Vaughn Oden

2. Street Address (including Apartment or Suite #): [redacted]

3. City: [redacted]

4. State: [redacted]

5. Zip Code: [redacted]

6. Title: N/A

7. Telephone Number: [redacted]

8. E-mail Address: N/A

9. Date of Birth: [redacted] 1949

10. Gender: ☒ Male ☐ Female

Section B: Employment Information

11. Current or Most Recent Employer: Santa Fe Community Guidance Center

12. Date of Employment:
Start Date: 01/7/2013
End Date: : current

13. Employer Address (including Apartment or Suite #): 2960 Rodeo Park Dr. West

14. City: Santa Fe

15. State: NM

16. Zip Code: 87505

17. Daytime Telephone Number: (505) 986-9633

18. Fax Number: (505) 820-1209

19. E-mail Address: rollin.oden@pmsnm.org

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ☒ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ☒ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☒ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
	27. Expiration Date (month/year):	see CV	
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
	32. Expiration Date (month/year):		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature: ▶ Rollin V Odell	40. Date Signed: 4/29/15

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): Debbie Jo Jesko			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: NM	5. Zip Code: [redacted]
6. Title: Board Member	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted] 1959	10. Gender: ☐ Male ☑ Female		

Section B: Employment Information

11. Current or Most Recent Employer: Union County General Hospital	12. Date of Employment: Start Date: Oct - 2009 End Date: : Present	
13. Employer Address (including Apartment or Suite #): 301 Harding Street		
14. City: Clayton	15. State: NM	16. Zip Code: 88415
17. Daytime Telephone Number: 575-374-2585	18. Fax Number: 505-214-5989	19. E-mail Address: [redacted]

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ☑ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ☑ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☒ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
NM	10/2008	RN	[redacted]
	27. Expiration Date (month/year):		
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
None	32. Expiration Date (month/year):		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature:	40. Date Signed:
▶ Debbie Jesko	4-28-2015

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): Michael Eugene Vigil

2. Street Address (including Apartment or Suite #): [redacted]

3. City: [redacted]

4. State: [redacted]

5. Zip Code: [redacted]

6. Title: Retired District Judge

7. Telephone Number: [redacted]

8. E-mail Address: [redacted]

9. Date of Birth: [redacted] 52

10. Gender: ☒ Male ☐ Female

Section B: Employment Information

11. Current or Most Recent Employer: Retired

12. Date of Employment:
Start Date:
End Date: :

13. Employer Address (including Apartment or Suite #):

14. City:

15. State:

16. Zip Code:

17. Daytime Telephone Number:

18. Fax Number:

19. E-mail Address:

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ■ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ■ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ■ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
NM	10/77	Bar license	[redacted]
	27. Expiration Date (month/year): still active		
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
	32. Expiration Date (month/year):		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ■ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature:	40. Date Signed:
► Michael E Vigil	4/29/15

MICHAEL E. VIGIL

[redacted]

Medical Cannabis Program
New Mexico Department of Health
1109 St. Francis Drive S-3400
Santa Fe, New Mexico 87502-3400

Re: Reference for Matt Clarke - (Shift NEW Mexico)

Dear Sir/Madam:

My name is Michael E. Vigil. I am writing in support of the Shift New Mexico's application for a Growers License. I am a retired District Judge. I served in New Mexico's First Judicial District (Santa Fe, Rio Arriba & Los Alamos counties) from 1994 to 2012. My primary docket was adult and juvenile criminal cases. I also presided over the Drug and Treatment Court programs. Drug Court dealt with addicts and Treatment Court dealt with defendants with mental health issues who often also had addiction issues. We worked closely with Treatment Court defendants to get them to accept treatment and we educated them about how to manage their mental health.

During my tenure, I became familiar with the Medical Cannabis Program. In Treatment Court, treating certain clients with medical cannabis was very successful. These clients had all tried various prescription medications to manage their mental health. The medications often had no effect or an effect that kept the client from being able to function normally. The effects for some rendered them incapable of holding a job and supporting their families. We allowed certain clients to receive cannabis medication as a last effort. I was surprised and pleased with the results. The medication provided these clients the relief they needed to function in our community and get out of the revolving door back into jail.

I have known Matt Clarke since 2008 when he came to work in the District Attorneys Office. He was an energetic young lawyer with a strong work ethic. He was always prepared and understood that his role as a prosecutor was not only to gain convictions but, more importantly, to do justice. He was firm when he needed to be and compassionate when appropriate. He soon thereafter went into private practice and expanded his experience in different areas of law. He is a quick learner and does not repeat mistakes. I was so impressed with his abilities that I asked him to apply for a position as a children's court contract counsel. He applied and I chose him over other lawyers with many more years experience. What impressed me was his dedication to his clients and his ability to identify and successfully argue novel issues of law. He has great rapport with his clients and helps them through the tangled procedures of the Children's Court. He conducts himself in a dignified and ethical manner.

I have reviewed Shift New Mexico's application with Matt and was impressed by his commitment to the project and his understanding of the importance that this project can have to improve healthcare in New Mexico. The application is well thought out and presents as a professional and ethical program.

I urge you to grant the application.

Sincerely,

Michael E. Vigil

Michael E. Vigil

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): **Kevin Ray Grannon**			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: **Board Member Patient**	7. Telephone Number: **505.506.5542**	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted]62	10. Gender: ☒ Male ☐ Female		

Section B: Employment Information

11. Current or Most Recent Employer: **Martinsville School District**		12. Date of Employment: Start Date: **08/09** End Date: : **05/10**	
13. Employer Address (including Apartment or Suite #):			
14. City: **Martinsville**		15. State: **In**	16. Zip Code: **46151**
17. Daytime Telephone Number: **765.342.5571**	18. Fax Number:	19. E-mail Address: [redacted]	

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ☒ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ☒ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☐ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
	27. Expiration Date (month/year):		
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
	32. Expiration Date (month/year):		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ■ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature:	40. Date Signed:
▶ Kevin R. Gunnar	**April 29, 2015**

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): Monico Robert Abeyta Monico Robert Abeyta			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: **Board Member** [redacted]	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted]85	10. Gender: ☒ Male ☐ Female		

Section B: Employment Information

11. Current or Most Recent Employer: **Department of Health**		12. Date of Employment: Start Date: **July 07** End Date: : **current**	
13. Employer Address (including Apartment or Suite #): **445 Camino Del Rey**			
14. City: **Los Lunas**		15. State: **NM**	16. Zip Code: **87031**
17. Daytime Telephone Number: [redacted]	18. Fax Number:	19. E-mail Address: [redacted]	

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ☒ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ☒ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
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Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☐ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
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- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
	27. Expiration Date (month/year):		
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
	32. Expiration Date (month/year):		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

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$10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature: ▶	40. Date Signed:
	April 29, 2015

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): MICHAL, M., HAYES

2. Street Address (including Apartment or Suite #): [redacted]

3. City: [redacted] 4. State: [redacted] 5. Zip Code: [redacted]

6. Title: Board Member and Member of Management Co 7. Telephone Number: [redacted] 8. E-mail Address: [redacted]

9. Date of Birth: [redacted] 72 10. Gender: ☐ Male ☒ Female

Section B: Employment Information

11. Current or Most Recent Employer: State of New Mexico, DOH

12. Date of Employment: Start Date: 3/19/2012 End Date: : N/A

13. Employer Address (including Apartment or Suite #): PO BOX 26110

14. City: Santa Fe, 15. State: NM 16. Zip Code: 87502

17. Daytime Telephone Number: (505) 827-2927 18. Fax Number: (505) 827-2930 19. E-mail Address: michal.hayes@state.nm.us

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ☒ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ☒ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

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- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
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Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☒ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
MA	12/2002	LAW LICENSE	[redacted]
	27. Expiration Date (month/year): N/A		
30. State	**31. Issue Date (month/year):**	**33. Type:**	**34. Number:**
NM	9/2003	LAW LICENSE	[redacted]
	32. Expiration Date (month/year): N/A		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature:	40. Date Signed:
	4/28/15

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): John Wesley Watson			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: Manager	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted] 80	10. Gender: ☒ Male ☐ Female		

Section B: Employment Information

11. Current or Most Recent Employer: Off the Grid Builders, LLC		12. Date of Employment: Start Date: 02.08 End Date: : Current	
13. Employer Address (including Apartment or Suite #): 2729 Solano Drive NE			
14. City: Albuquerque		15. State: NM	16. Zip Code: 87110
17. Daytime Telephone Number: 5053074455	18. Fax Number: 5052145989	19. E-mail Address: ogbuilders@gmail.com	

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ☒ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ☒ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ■ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
NM	02/08	GB-98	[redacted]
	27. Expiration Date (month/year): 02/17		
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
	32. Expiration Date (month/year):		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature: ▶	40. Date Signed:
	April 29, 2015

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): Reed, London, Porter			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: **Management Company Member**	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted]1980	10. Gender: ☒ Male ☐ Female		

Section B: Employment Information

11. Current or Most Recent Employer: **CannaCounsel, LLC dba Shift Cannabis Co.**		12. Date of Employment: Start Date: **06/2010** End Date: : **Current**	
13. Employer Address (including Apartment or Suite #): **1750 30th Street #201**			
14. City: **Boulder**		15. State: **CO**	16. Zip Code: **80301**
17. Daytime Telephone Number: **303-956-4518**	18. Fax Number: **N/A**	19. E-mail Address: **info@shiftcannabis.com**	

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☒ Yes ☐ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☒ Yes ☐ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☒ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
CO	**08/2010**	**Medical Dispensary**	[redacted] **State**
	27. Expiration Date (month/year): **Current**		
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
CO	**08/2010**	**3 Medical Grow Facilities**	[redacted]
	32. Expiration Date (month/year): **Current**		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ■ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature: ▶	40. Date Signed: 4/28/15

Reed Porter - Appendix B: Response for Question 20 and 21

In Colorado I own Health Services, LLC, dba Green Dream Health Services a medical cannabis dispensary and three cultivation facilities. We cultivate 100% of the cannabis flowers and concentrates that we sell through our dispensary. Currently in production are over 80 strains with various cannabinoid ratios that meet the needs of different patients. We cultivate high CBD low THC strains, high THC low CBD strains, 1:1 CBD:THC strains, 2:1 CBD:THC strains, CBG strains and CBC strains. Along with flowers we outsource our concentrate production and get back Butane Hash Oil, Super Critical CO2 Oil, and Bubble Hash, while producing our own Kief and Dry Sift Hash.

At the dispensary we sell edibles manufactured by various licensed Colorado edibles companies as well as salves, lotions, capsules, transdermal patches, and other topical products. We provide patient consultation on site with trained and knowledgeable staff as well as free massage therapy on Saturdays.

Green Dream Health Services dispensary is located at 6700 Lookout Road Suite 5, Boulder, CO 80301. Our three grow facilities are all located within the City of Boulder as well.

I am the Founder, General Manager and majority equity holder in the business. In January 2010 we filed with the State of Colorado, and submitted our first license application in August 2010 once the City and State created their regulations. During this period I have overseen all the retail and cultivation operations given my background as a State licensed Caregiver since 2005. Currently I still operate this business and in the process of acquiring another warehouse to open a fourth cultivation facility. The business is in good standing with the City of Boulder and State of Colorado. We have never had any regulatory or legal issues.

My other cannabis experience is related to CannaCounsel, LLC, dba Shift Cannabis Co. Through this company we offer cultivation, retail and business management consulting, operational management contracts, application writing, best practices and standard operating procedures. We are located in Boulder, CO but operate in ten states total that have regulated medical cannabis programs

I originally became involved with this group through my attorney Travis Howard in 2010 while he was helping guide me through licensing of Green Dream Health Services. I began to help this company with other clients having cultivation issues. In 2012 I bought into the company and became a minority partner. My current title since 2012 is Senior Consultant and Principal. Currently I am still involved with this organization, and have a very involved role in this company. I split my time between Green Dream Health Services and Shift Cannabis Co. Shift Cannabis Co. has never had any regulatory or legal issues and prides itself upon maintaining solid relationships with City and State officials.

Response to Question 23.

In 2002 I helped startup a natural foods company with my college roommate and his brother called Jungle Foods. We began with the mission of creating raw and vegan healthy plant based food snacks via the Boulder County Farmer's Market. Our staple product line was a flax seed cracker called Flax Crax, in four flavors. These consisted of flax seeds, sunflower seeds, vegetables and spices that boasted high omega 3 content. Aside from Flax Crax we provided spelt tortilla chips, salads, young coconut beverages and a diverse made to order food menu. After one successful summer of operating at the Farmer's Market we opened up delivery service nightly that ran during the off months of the Farmer's Market.

In 2003 we received funding and built out 7500 square foot food production facility in Boulder, CO. Within a year we had national distribution of our Flax Crax in Whole Foods stores and other natural grocery stores. My role within the organization was Chef during the Farmer's Market and Delivery Service period from 2002-2003 and Production Manager once we opened our facility from 2003-2005. The two main partners in 2005 decided to sell the business to a group in Washington State that could produce those products cheaper in their production facility. Those two partners up producing the plant-based movie Forks over Knives and I went back to University of Colorado to finish my degree.

The business was always in good standing with the Department of Health and other regulatory agencies in Colorado. We did not violate any laws and felt we provided a healthy product to the food market produced in a sustainable manner. This experience in food production is relevant because it helped me become successful in medical cannabis production. We grow in the same type of warehouse buildings, going through the same processes with the Planning and Development Department, as well as regulatory agencies. Producing food is very similar to producing medical cannabis, as cleanliness is top priority, as well as batch processing, standard operating procedures and best practices are used.

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): Robert Lawrence McEvoy			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: member	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted] 1983	10. Gender: ☒ Male ☐ Female		

Section B: Employment Information

11. Current or Most Recent Employer: Shift Cannabis Co.		12. Date of Employment: Start Date: 07/2014 End Date: : Current	
13. Employer Address (including Apartment or Suite #): 1750 30th st. #201			
14. City: Boulder		15. State: Co	16. Zip Code: 80301
17. Daytime Telephone Number: (303)-905-0612	18. Fax Number: N/A	19. E-mail Address: rob@shiftcannabis.com	

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☒ Yes ☐ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☒ Yes ☐ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☒ Yes ☐ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
National License	October 12, 2007	Certified Pharmacy Technician (PTCB)	[redacted]
	27. Expiration Date (month/year): November 30, 2015		
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
	32. Expiration Date (month/year):		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature:	40. Date Signed:
► Robert Z McCuy.	4/29/2015

Rob McEvoy – Appendix B: Response for Questions 20 and 21

In Colorado I am a Principal Owner and the Primary Controller for CannaCounsel, LLC dba Shift Cannabis Co. My scope of practices addresses consulting existing cannabis businesses as well as emerging cannabis companies in new markets in the areas of cultivation techniques, retail operations, and all areas of compliance practices. My current clients include entrepreneur and investment groups from Denver, Kansas City, San Francisco, Chicago, Anchorage, as well as other locations across the country. Furthermore, I also sit on the advisory board of Green CulturED, an online cannabis college offering comprehensive coursework, certification programs, and consulting services in all sectors of the cannabis industry.

My primary business location is Boulder, Colorado and I have been involved in the regulated cannabis industry going on two years, taking on my first client in September 2013, which was a Denver-based cannabis company with four dispensaries and two cultivation facilities. After that project engagement, I fully transitioned into the cannabis industry and have since taken on a major Boulder-based client Health Services, LLC dba Green Dream Health Services. My client engagement with Green Dream Health Services includes services such as human resources, bookkeeping, regulatory compliance, retail operations, cultivation facility policies and procedures, documentation transparency, as well as employee education and training.

As mentioned above, aside from Health Services, LLC, dba Green Dream Health Services, I currently have client engagements in ten states outside of Colorado through CannaCounsel, LLC dba Shift Cannabis Co. Through Shift Cannabis Co. I offer cultivation, retail, and business management consulting, operational management contracts, application writing, best practices, and standard operating procedures. I originally became involved with this group after meeting my eventual partners Travis Howard and Reed Porter in 2013. Once we began working together and started to solidify our chemistry while simultaneously developing quality friendships, I bought into the company in 2014 and became a minority partner. We have been refining our processes since day one and through such meticulous evaluation, Shift Cannabis Co. has never had any regulatory or legal issues and prides itself on maintain solid relationships with City and State officials.

Appendix B
Directors, Owners, Officers and Managers Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): Travis, Lee, Howard			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: **Management Company Member**	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted]	10. Gender: ☒ Male ☐ Female		

Section B: Employment Information

11. Current or Most Recent Employer: **CannaCounsel, LLC dba Shift Cannabis Co.**		12. Date of Employment: Start Date: **06/2010** End Date: : **Current**	
13. Employer Address (including Apartment or Suite #): **1750 30th Street #201**			
14. City: **Boulder**		15. State: **CO**	16. Zip Code: **80301**
17. Daytime Telephone Number: **303-956-4518**	18. Fax Number: **N/A**	19. E-mail Address: **travis@shiftcannabis.com**	

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☒ Yes ☐ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☒ Yes ☐ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☒ Yes ☐ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
CO	**08/2010**	**Medical Dispensary**	[redacted]
	27. Expiration Date (month/year): **Current**		
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
CO	**08/2010**	**3 Medical Grow Facilities**	[redacted]
	32. Expiration Date (month/year): **Current**		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ■ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ■ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature: ▶	40. Date Signed: 4/29/15

Travis Howard – Appendix B: Response for Question 20 and 21

I own Health Services, LLC, dba Green Dream Health Services, a medical cannabis company located in Boulder, Colorado. Green Dream has been operating in a licensed and regulated marketplace for five years, specializing in high needs patients, CBD based treatments, and superior customer service.

Green Dream currently offers over 80 cannabis varietals in flower and hash form. Some of these strains are high CBD, CBG, and THC with varying ratios. We have sold these products in concentrate, tincture, and syringe oil forms for varying patients ailments. In addition, we purchase wholesale edibles, patches, salves, rubs, and lotions from licensed manufacturers. Many of the products we purchase are made from our flower material so we know the patients will have the best quality medicine possible.

At Green Dream I am the President of Business Operations, having performed all jobs possible at the company. I have served patients for years, performed compliance and legal work on behalf of the company, hired and trained multiple staff members, and worked the garden performing cultivation, cleaning and harvesting functions. I became an owner and board member in August of 2010 and joined the active staff in 2011.

Green Dream has a stellar track record of compliance and has never violated any laws or regulations. In fact, in Boulder, the Deputy Fire Marshall, the Marijuana Police Enforcement Officer and the Building Official all tour our facilities and call us for information related to best practices. We take compliance very seriously.

In addition to Green Dream, I founded CannaCounsel, LLC dba Shift Cannabis Co. in the summer of 2010. Shift has been consulting cannabis businesses in Colorado since its inception. We've worked with over 40 dispensaries in Colorado prior to opening our doors to extra-state regulations and operations. In the early days we worked on strain selections, edible offerings, "budtender" training and course work, human resource training and financial management. Since then, and with the addition of my partner Reed Porter, we've offered cultivation facility design, production services, and organic pest controls. We also offer business management consulting and financial planning services for our clients.

Additional Response to Section E Licenses – Travis Howard

I am a member of the Colorado Bar Association, having received my license to practice on Feb 15, 2007. There is no expiration date. My Bar number is [redacted]

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): Henry S. Hilberg III			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: Mr.	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted] 78	10. Gender: ☒ Male ☐ Female		

Section B: Employment Information

11. Current or Most Recent Employer: Carmel Partners Inc.		12. Date of Employment: Start Date: 4/2004 End Date: : Current	
13. Employer Address (including Apartment or Suite #): 950 S. Cherry st.			
14. City: Denver		15. State: CO	16. Zip Code: 80246
17. Daytime Telephone Number: (303) 691 3236	18. Fax Number:	19. E-mail Address:	

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☒ Yes ☐ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☒ Yes ☐ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☒ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
N/A	27. Expiration Date (month/year):		
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
N/A	32. Expiration Date (month/year):		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature: ►	40. Date Signed: 4/28/15

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): Eric Taylor Ford			
2. Street Address (including Apartment or Suite #): [redacted]			
3. City: [redacted]		4. State: [redacted]	5. Zip Code: [redacted]
6. Title: Retail Manager	7. Telephone Number: [redacted]	8. E-mail Address: [redacted]	
9. Date of Birth: [redacted]	10. Gender: ☒ Male ☐ Female		

Section B: Employment Information

11. Current or Most Recent Employer: Starbucks		12. Date of Employment: Start Date: April 2015 End Date: : present	
13. Employer Address (including Apartment or Suite #): 2200 Louisiana Blvd NE			
14. City: Albuquerque		15. State: NM	16. Zip Code: 87102
17. Daytime Telephone Number: 505-401-9803	18. Fax Number:	19. E-mail Address: eford12@gmail.com	

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ☒ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ☒ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☒ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year): 27. Expiration Date (month/year):	28. Type:	29. Number:
30. State	31. Issue Date (month/year): 32. Expiration Date (month/year):	33. Type:	34. Number:

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature: ▶ Eric Zod	40. Date Signed: 4-29-15

Appendix B
Directors, Owners, Officers and Managers
Background Information Form

To be completed by all persons identified in your response to Section K of the Non-Profit Producer License Application Form.

For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): James Allen Hayes

2. Street Address (including Apartment or Suite #): [redacted]

3. City: [redacted]

4. State: NM

5. Zip Code: 87505

6. Title: Owner

7. Telephone Number: [redacted]

8. E-mail Address: [redacted]

9. Date of Birth: [redacted] 1974

10. Gender: ☒ Male ☐ Female

Section B: Employment Information

11. Current or Most Recent Employer: The Hayes Law Firm, P.C.

12. Date of Employment:
Start Date: 11/09
End Date: : NA

13. Employer Address (including Apartment or Suite #): PO Box 8214

14. City: Santa Fe

15. State: NM

16. Zip Code: 87504

17. Daytime Telephone Number: 575 527 4878

18. Fax Number: 575 652 8929

19. E-mail Address: james@thehayeslawyers.com

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ☒ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ☒ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☐ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

25. State	26. Issue Date (month/year):	28. Type:	29. Number:
NM	09/09	Law License	[redacted]
	27. Expiration Date (month/year): (perpetual) 1/16		
30. State	31. Issue Date (month/year):	33. Type:	34. Number:
	32. Expiration Date (month/year):		

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☒ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ☒ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature: ►	40. Date Signed: 4/28/15

APPENDIX B

James A. Hayes

24. The Hayes Law Firm, P.C. ("Firm")

The Firm specializes in Personal Injury and Civil Rights Litigation.

The Firm is a statewide law firm with a physical location of:

The Hayes Law Firm, P.C.
891 S. Melendres Street
Las Cruces, NM 88001

The mailing address of the Firm is as follows:

The Hayes Law Firm, P.C.
P.O. Box 8214
Santa Fe, NM 87504

I am the founding partner and managing attorney of the Firm since it was founded in November 2009 through present date.

The firm has never been alleged to violate any laws.

My experience with The Hayes Law Firm, P.C. provides me management skills and organizational skills. I know how to execute a business plan and manage a team.

Appendix B
Directors, Owners, Officers and Managers Background Information Form

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For purposes of this Appendix, "you" refers to the person completing the form.

If a director or high-level employee is also a backer, or a member of a backer, of an applicant, then they must also complete a copy of Appendix A.

Section A: Personal Information

1. Name (First, Middle, Last): DANIEL M. JACOBS

2. Street Address (including Apartment or Suite #): [redacted]

3. City: [redacted]

4. State: [redacted]

5. Zip Code: [redacted]

6. Title: Owner

7. Telephone Number: [redacted]

8. E-mail Address: [redacted]

9. Date of Birth: [redacted] 1965

10. Gender: ☒ Male ☐ Female

Section B: Employment Information

11. Current or Most Recent Employer: State of NM, DOH

12. Date of Employment:
Start Date: 11/2004
End Date: : Present

13. Employer Address (including Apartment or Suite #): PO Box 26110

14. City: Santa Fe

15. State: NM

16. Zip Code: 87502

17. Daytime Telephone Number: (505) 827-2983

18. Fax Number: (505) 827-2930

19. E-mail Address: daniel.jacobs@state.nm.us

Section C: Cannabis or Agriculture Business Experience

20. Other than the applicant, do you have any experience controlling, managing, operating or working for a medical cannabis or agriculture business?

☐ Yes ☒ No

21. Other than the applicant, are you currently associated with a cannabis or agriculture business in any state or country?

☐ Yes ☒ No

22. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each cannabis or agriculture business with which you have been associated:

- The business name;
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Section D: Other Relevant Business Experience

23. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

☐ Yes ☒ No

24. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all professional or business licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary. N/A

25. State	26. Issue Date (month/year): 27. Expiration Date (month/year):	28. Type:	29. Number:
30. State	31. Issue Date (month/year): 32. Expiration Date (month/year):	33. Type:	34. Number:

Section F: Legal Proceedings

35. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you (or it), or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

☐ Yes ☑ No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

36. Have you, or has any entity over which you exercised management or control, ever had a business or professional license, permit or registration in any State, suspended, revoked or otherwise subjected to disciplinary action?

☐ Yes ☑ No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

37. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed
$500,000 above any insurance coverage available to cover the claim?

☐ Yes ☑ No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

38. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over
$10,000 assessed by any regulatory agency?

☐ Yes ☑ No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

I hereby certify that the above information is correct and complete.

I fully understand that if I falsify any information or material submitted to the Department of Health, this application may be denied on that basis alone, and the may be referred to law enforcement authorities. As the duly authorized individual, I hereby make the above certifications on behalf of the applicant.

39. Signature: ▶	40. Date Signed:
	4/28/2015

RFA B.1

Shift NEW MEXICO

1.

Working with Shift Cannabis Co.'s strict guidelines for Hand Raised Cannabis™ to maintain homogenous high quality crop that meets Shift's Hand Raised Cannabis ™ requirements. In a retrofit 4200 square foot industrial building, 2100 square feet will be dedicated to cultivation, and 2100 square feet will be dedicated to drying, processing and retailing. This provides Shift New Mexico with adequate space to enter the New Mexico Medical Cannabis Market on a scale to limit any overproduction. Having the retail space allows for a dedicated sales model to support the patient needs. Growing will take place in closed environment agriculture (CEA) meaning the climate as well as lighting will be automated. Using specially designed high efficiency horticultural lights; plants will be grown in coco coir, using a mix of organic and synthetic nutrients along with beneficial microorganisms. Different varieties of high quality medical cannabis will be cultivated in a perpetual growth style so that a continuous supply will be maintained. The varieties cultivated will represent the varying qualities and properties that medical cannabis exhibits. Special attention will be paid to the cultivation of plants that contain high CBD content, but with sufficient THC to modulate the medical effect for all conditions listed by the NMDH and the Lynn and Erin Compassionate Use Act, N.M. Stat. Ann. § 30-31C-1 (2007). Varieties will be propagated via producing cuttings and seed propagation. The facility will incorporate the use of an organic IPM (Integrated pest management) strategy. Finally using Shift Cannabis Co.'s vine ripening dry trim harvest technique provides a cured flower that can maintain terpene retention and longer shelf life.

As we apply for the first level of licensure, we plan to run 150 plants total in the facility at all times. We are utilizing the Shift SOP's proven and tested in Colorado that has managed to grow bigger plants to stay within plant count limitations for medical cultivation, and can maintain a high output facility with less plants. Our plan is to flower 2.5 plants per light, giving us 75 plants in flower under 30 ePapillon 1000w lights. Plants will be cloned at the instance the more mature plants are being transferred into the flowering stage. This gives us nine weeks to stage the plant during the vegetative process. Two weeks maximum to root clones, two weeks in a 1-gallon container, two weeks in a 2.5-gallon container, and finally three weeks in a 7-gallon fabric container. We've found that stepping plants up with multiple transplants allows the root system to become stronger and provide bigger yields with better plant health. Robust root systems minimize pests and disease in a facility and produce higher cannabinoid levels in finished flowers.

Clones will be grown in Grodan® brand stone wool and propagated in clone domes on stainless wire racks. Late vegetative plants will be growing in coconut coir. This naturally growing inert medium has a natural pH of 5.5 -6.7 and is naturally high in sodium and potassium, depending on how the coir was pre treated during the production process. Coco coir has an exceptional water and nutrient holding capacity up to nine times it's weight, that is ideal of the cultivation of medical Cannabis. We believe that using coco coir is

the most environmentally sound medium, as it's a by-product of the coconut water industry and is being repurposed for our use.

For propagation purposes clones will be taken from stock plants. Clones will be placed into propagation domes with matching propagation trays. Scissors or razor blades will be used for branch removal and cutting production. Clones will require a rooting hormone that has an active ingredient of 3-indolebutyric acid. We will be using CloneX®, the main ingredient of which is 3- indolebutyric acid. Cuttings will be propagated in Stone wool cubes from the Grodan® company, and medical grade gloves will also be required to be worn for propagation.

The use of coco coir will allow us to use minimal amounts of water in the production of medical Cannabis. Coco coir is also one of the few growing mediums that have natural anti-fungal properties. It also is one of the few sustainably produced growth mediums for use in horticulture. For our production purposes we will use Botanicare® brand coco will be used as it has been proven reliable in the production of medical Cannabis. Even though coco coir has an air capacity of 22% when fully saturated, we will be adding perlite to improve porosity in the medium. Perlite also provides space for microorganisms to colonize and spread throughout the root zone. Growing in coco coir allows the plants to perform better with tap or well water, instead of RO water systems that many growers use. RO systems can discharge between 4-20 gallons of water to produce one gallon of filtered water, being an unsustainable approach to growing. This has solidified our grow processes of using water from the tap with a carbon and sediment filter. This system has zero water discharge, and allows us to cultivate with as little water as possible.

Even with the natural antifungal and mild anti pest properties, we will be adding Diatomaceous earth to the medium. This will give the medium another line of natural pest resistance; Diatomaceous earth has the ability to puncture the exoskeleton of root pests like fungus gnats or root aphids, to allow bacterial and fungal controls to infect the insect's body. In order to have the smallest impact on our water source, plants will be grown in a mixture of coco coir and perlite, as this medium requires much less water input and has a better nutrient holding capacity than traditional growing mediums.

Additionally, using coconut coir provides a fully renewable source for our medium and a sustainable model for our production. Plants will be grown in hard plastic pots starting in 1 gallon, up to 2.5 gallon, and finally finishing in 7-gallon fabric containers. Cultivation will take place on tables specifically designed for cannabis cultivation, made from steel and corrugated plastic. The tables will have a slight grade allowing effluent to collect into a gutter that directs all excess runoff to the waste drain for collection.

Fertilization with happen by hand application, a grower will mix specified nutrient solution; using a mixture of different products from different manufacturers, each nutrient used provide a different form of available macronutrients, micronutrients and chelates. Our base VEG+BLOOM is manufactured by Hydroponic-Research as a NPK (essential macro nutrients) fertilizer. This will be supplemented with

magnesium in the form of OMRI listed Epsom salt; USDA Certified Organic Sugar Cane and Molasses based carbohydrate products. Molasses in addition provides calcium, magnesium and potassium to the plants. In order to achieve larger floral development the use of a PK or phosphorous and potassium booster will be used in conjunction with fulvic chelates with an additional bat guano phosphorus booster. None of the products used will contain any hazardous PGR chemicals. Nutrient solutions will be mixed per Shift Cannabis Co.'s proven feeding schedule that has produced consistent high quality yields for 5 years in Colorado's legal production environment. Nutrient mixes be measured using pH and PPM (parts per million) measurement tools to allow for plants to uptake at maximum efficiency. The Myron® L Ultra Pen pt2 will be used for measurement of pH in the nutrient solution. A Bluelab PPM/TDS meter will be used to measure the total dissolved solids or parts per million of fertilizer in the solution. Meters will be calibrated weekly to ensure accuracy of nutrient delivery.

All plants will be grown and harvested following best practices, Hand Raised Cannabis ™ developed and proven by Shift Cannabis Co. The systems employed ensure an extremely high quality final product free of pests and any hazardous molds and bacteria. When harvesting a painstaking amount of care goes into ensuring the finished product is vine ripened to the proper dryness and hand trimmed properly. This is achieved through the process of vine ripening and dry trimming; plants are cleaned of any errant fan leaf material and cut at the base of the meristem. The whole plant is then hung in a dark cool room where the drying and initial curing process occurs. Dry trimming also gives an added edge to the final product, allowing the plant to slowly release chlorophyll and starches bound within the plant tissue. This gives the finished products terpene profile to be fully realized, patients are then provided the dual healing experience provided by not only the THC and CBD, but healing provided by aromas and flavors from the terpenes, sesquiterpenes and the flavonoids.

We will track plants from "seed to sale" using BIOTrackThc compliance software. This software will prevent diversion of products as it will allow us to keep detailed record of every gram produced and sold. The software will keep historical record of any product produced and sold allowing for internal audits and compliance checks. BioTrack will also provide the retail end of the operation with POS software that will allow us to track patient check- in time and card number expiration date but also the customers purchase history.

With BIOTrack we can also track the daily patient sales records, provide physical inventory of on hand cannabis and cannabis derived products. We will also be able to record all on hand curing and drying inventory for projected on hand inventory. We can also keep a detailed record of wholesale sales and purchases from other LNPP's . Using BioTrack Thc we can provide detailed records for audits by the Department and internally.

Shift NEW MEXICO

RFA B.1

Daily Garden Responsibilities

The cultivation facility is a dynamic work environment with a lot of moving parts from the clone dome shelves to the curing room racks. With this in mind, the cultivation facility is an ever-changing workplace and to be a successful Gardener with productive outcomes an individual must be a highly observant inspector, multi-faceted handyman, flexible co-worker, and an adaptable employee. The overall efficiency of the garden and success of its workers will be determined by the keen ability to hear and see all that the cannabis plant is able to communicate. Each plant stands for the quality and reputation of Shift New Mexico and every rooted stalk, grow room, harvest process, and trim table must be cared for and respected accordingly. This means it's critical to identify garden problems early and to make solving these issues the first priority of every shift.

The Gardeners are entrusted to serve Shift New Mexico's patients who are in need of high quality medicine with a consistency they can depend on. This is a tremendous responsibility in which a Gardener must take great pride in to ensure positive results. Never forget nor overlook that one of the most gratifying benefits of being a Shift New Mexico Gardener is walking the cultivation facility floor and feeling a tremendous sense of purpose in completing daily tasks. The following outline is meant to serve as a guideline for daily garden responsibilities and should be used as such as cultivation facility workflow processes may be subject to change.

1. Start of Shift Preparation
    a. Employees
        i. Change into clean clothes
        ii. Put on clean shoes
        iii. Wash hands thoroughly
    b. Facility
        i. Turn on water (Note: May not be necessary)
        ii. Check production schedule
        iii. Assemble supplies

2. Veg Room Procedures
    a. Water youngest plants and/or clones first
    b. Water oldest plants and/or clones second
    c. Mix nutrients (Note: Check treatment schedule and/or log, add insect/fungus drench as needed)
    d. Mix Veg reservoir and water starting with clones and young plants, then older plants. (Note: Plants in the first two (2) weeks of veg get half strength nutrients)

3. Clones
    a. Transplant as needed
    b. Cut new if needed and document
    c. Check the mother/library tray
        i. Prune and cut back plants

ii. If plants drinking dry everyday, clone and discard (Note: Ensure there are sufficient clones before discarding mother plant)

Before beginning any work in the Flower Rooms, think about your process and objectives, taking into account any previous or ongoing issues. Employee are the number one source of cultivation facility contamination, think about this before walking room to room and continually remain observant during your shift. Catching common garden problems such as powdery mildew, bug damage, and salt build-up early could be the difference in spreading it to other areas of the facility. Noting pot water levels and plant water needs is crucial in up-keeping the overall good health of the cannabis plant. A Gardener should feel confident in leaving a Flower Room for forty eight (48) hours knowing that the plants will have adequate water. By checking every pot in every room, working methodically, relying on instincts, and collaborating with co-workers, watering consistency can be achieved for heavy and light drinking plants, and in time making the task more efficient.

Making efficient use of time during the workday is integral to ensuring all daily tasks are fulfilled and supplies are not needlessly wasted. Furthermore, the Flower Rooms are not only the largest rooms within the cultivation facility, but also the rooms that contain plants in their most critical lifecycle stage. For these reasons and more entering and exiting should be done minimally and thoughtfully. When beginning the Flower Room watering process, record the room(s) that require water and approximate the amount in gallons on a notepad. With this information readily available, combining rooms and minimizing extra nutrient mixes will now be possible and any extra reservoirs can be used the following day. However, please note that any nutrient mix(es) must be used within forty eight (48) hours and that any unlabeled reservoirs will be discarded by the Garden Manager.

4. Flower Room Procedures
    a. Check all trays for watering needs
    b. Take notes on required adjustments to the feed chart
        i. Plant deficiencies
        ii. Salt build-up
        iii. Calcium deficiencies
        iv. Presence of Iron
        v. Root drenches
    c. Mix Flower reservoir
        i. Water early flowering plants first
        ii. Water late flowering plants second
        (Note: 7 gallon pots can take up to 1 gallon of water, 5 gallon pots can take up to 3 liters of water. But, amount will vary based on weight of pot and recent trends)
    d. Inspect plants while watering
        i. Bug damage
        ii. Powdery mildew and/or mold
        iii. Salt build-up
        iv. Any other noticeable issues

5. General Garden Responsibilities
    a. Temperature Gauges
        i. Check maximum and minimum recordings in The Flower and Veg Room(s)
        ii. Reset thermometers in rooms entered daily
        iii. Adjust environments as needed (Note: double check mini-split settings and A/C programming)
    b. Inspect CO2
        i. Timers
        ii. Output Devices
        iii. Helios Timers
    c. Fill all water reservoirs

6. End of Shift Tasks
    a. Sweep and mop work area
        i. Use Physan 20 water for mopping
    b. Turn off computer
    c. Turn off ALL work area lights (Note: Leaving work area lights on may cause light leak into plant rooms)
    d. Turn off water (Note: May not be necessary)
    e. Lock doors
    f. Set alarm

RFA B.1

Shift CANNABIS CO.

Harvest Manager 6 Pack

The basic tenets of cannabis cultivation for the harvest manager are: Harvest, Trimming, Compliance, Product Handling, Production Scheduling, and Cleaning. This six-pack is designed to show you the road map to becoming a fully functional and contributing member of your garden team.

This document is designed to be a roadmap for your professional growth in our business and industry. Each month your supervisor will review these sections with you and continue to check off boxes until you've reached 100% completion for each section. Percentages are based upon total possible skill set in the particular area, irrespective of title or position.

Harvest (1) 0% Complete	Trimming (2) 0% Complete	Compliance (3) 0% Complete
Product Handling (4) 0% Complete	Production Scheduling (5) 0% Complete	Cleaning (6) 0% Complete

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RFA B1

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Lead Gardener 6 Pack

The basic tenets of cannabis cultivation for the lead gardener are: Plant Life Cycle Maintenance, Integrated Pest Management, Feeding, Facility Environment, Compliance, and Production Planning. This six-pack is designed to show you the road map to becoming a fully functional and contributing member of your garden team.

This document is designed to be a roadmap for your professional growth in our business and industry. Each month your supervisor will review these sections with you and continue to check off boxes until you've reached 100% completion for each section. Percentages are based upon total possible skill set in the particular area, irrespective of title or position.

Plant Lifecycle (1) 0% Complete	IPM (2) 0% Complete	Feeding (3) 0% Complete
Facility Environment (4) 0% Complete	Compliance (5) 0% Complete	Production Planning (6) 0% Complete

Shift CANNABIS CO.

RFA B.1

Assistant Grower 6 Pack

The basic tenets of cannabis cultivation for the assistant gardener are: Plant Life Cycle Maintenance, Integrated Pest Management, Feeding, Facility Environment, Compliance, and Production Planning. This six-pack is designed to show you the road map to becoming a fully functional and contributing member of your garden team.

This document is designed to be a roadmap for your professional growth in our business and industry. Each month your supervisor will review these sections with you and continue to check off boxes until you've reached 100% completion for each section. Percentages are based upon total possible skill set in the particular area, irrespective of title or position.

Plant Lifecycle (1) 0% Complete	IPM (2) 0% Complete	Feeding (3) 0% Complete
Facility Environment (4) 0% Complete	Compliance (5) 0% Complete	Production Planning (6) 0% Complete

RFA B.1

Shift CANNABIS CO.

1. Harvest
    - Chop
    - Strip Fans
    - Record Weights
    - Vine Ripen

2. Trimming
    - Trim on first day of ideal dryness
    - Ensuring ratio of flower:trim
    - Oversight of trim tightness
    - Speeds of 1lb/day+
    - Proper tools prepped – Scissors, alcohol and gloves

3. Compliance
    - Waste Management – Destroying RFID tags & mulching waste
        - Inventory tracking system – Harvested plants, completed batches, transfers
    - Wet weights, trash weights, dry weights

4. Product Handling
    - Cure Management
    - Batch Packaging
    - Product Storage
    - Trim to MIPS

5. Production Scheduling
    - Ensuring exact dry dates
    - Harvest, Trim or Cleaning Crew ready on dates
    - Oversight of crews at multiple facilities
    - HR Component (high turnover rate for trim crew)

6. Cleaning
    - Assisting with sterilizing grow rooms after harvests
    - Prepping for reloads
    - Massive facility cleanups
    - Container cleaning

RFA B.1

Shift CANNABIS CO.

1. Plant Life Cycle
    - Learning to Clone
    - Understanding Mixing ratios for medium (coco, rockwool, soil)
    - Transplanting
    - Staking
    - Begin understanding of when to prune, strip, & undergrowth

2. IPM
    - Understanding IPM schedule and can apply sprays and drenches
    - Ability to fill out usage logs
    - Knowledge of protective gear required for application
    - Observe and identify potential issues – fungus, bugs, pollen

3. Feeding
    - Understands nutrient schedule and can mix reservoirs
    - Ability to feed plants
    - Importance of pH
    - Learning basics of Macro and Micro Nutrients
    - Flushing

4. Facility Environment
    - Understands acceptable Temp/Relative Humidity ranges
    - Maximizing airflow and water drainage
    - CO2 levels and system design
    - Observing for light leakage

5. Compliance
    - Plant Inventory & Tracking Tags
    - Ability to add/remove plants from tracking system
    - Security System operations
    - Reporting and Logging (Visitors, Sprays, MSDS)

RFA B.1

Shift CANNABIS CO.

6. Production Planning
    - Learning when to clone to prevent strain loss
    - Understands different flowering cycle lengths
    - Selecting strains for reload to produce perpetual harvest
    - Time spent in each stage of life cycle for desired plant size

Shift CANNABIS CO.

RFA B.1

1. Plant Life Cycle Maintenance
    - Cloning
    - Transplanting
    - Pruning
    - Stripping
    - Undergrowth
    - Staking
    - Trellising
    - Observing

2. Integrated Pest Management
    - Preventative Measures
    - Drenching
    - Spraying
    - Organics & Chemicals
    - Product Rotation
    - Usage Logs
    - Seasonal Treatments

3. Feeding
    - Nutrient Profiles – Age of plant, strain and medium
    - Mixing Nutrient Reservoirs
    - Watering
    - Flush

4. Facility Environment
    - Day vs. Night Temps
    - Relative Humidity
    - Light Intensity
    - Light Leakage
    - Airflow & Negative Pressure

5. Compliance
    - Inventory Tracking
    - Facility Oversight
    - Visitors

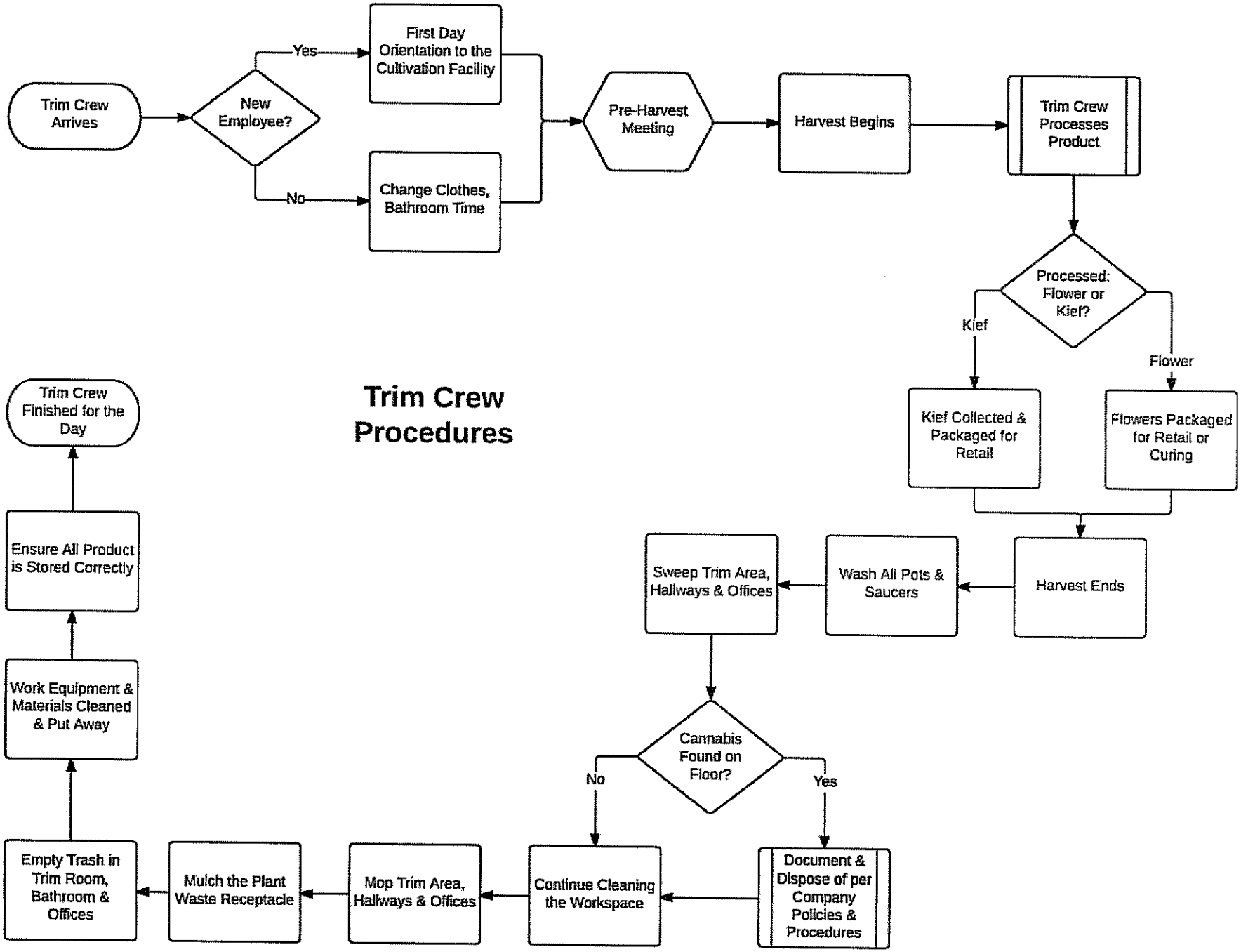
RFA B.1

Security
Cameras/DVR
Waste Management
Licensing
Product Storage

6. Production Planning
   Scheduling Staff
   Scheduling Harvest
   Plant Inventory ready for reloads
   Seasonal Strains
   Push vs. Pull

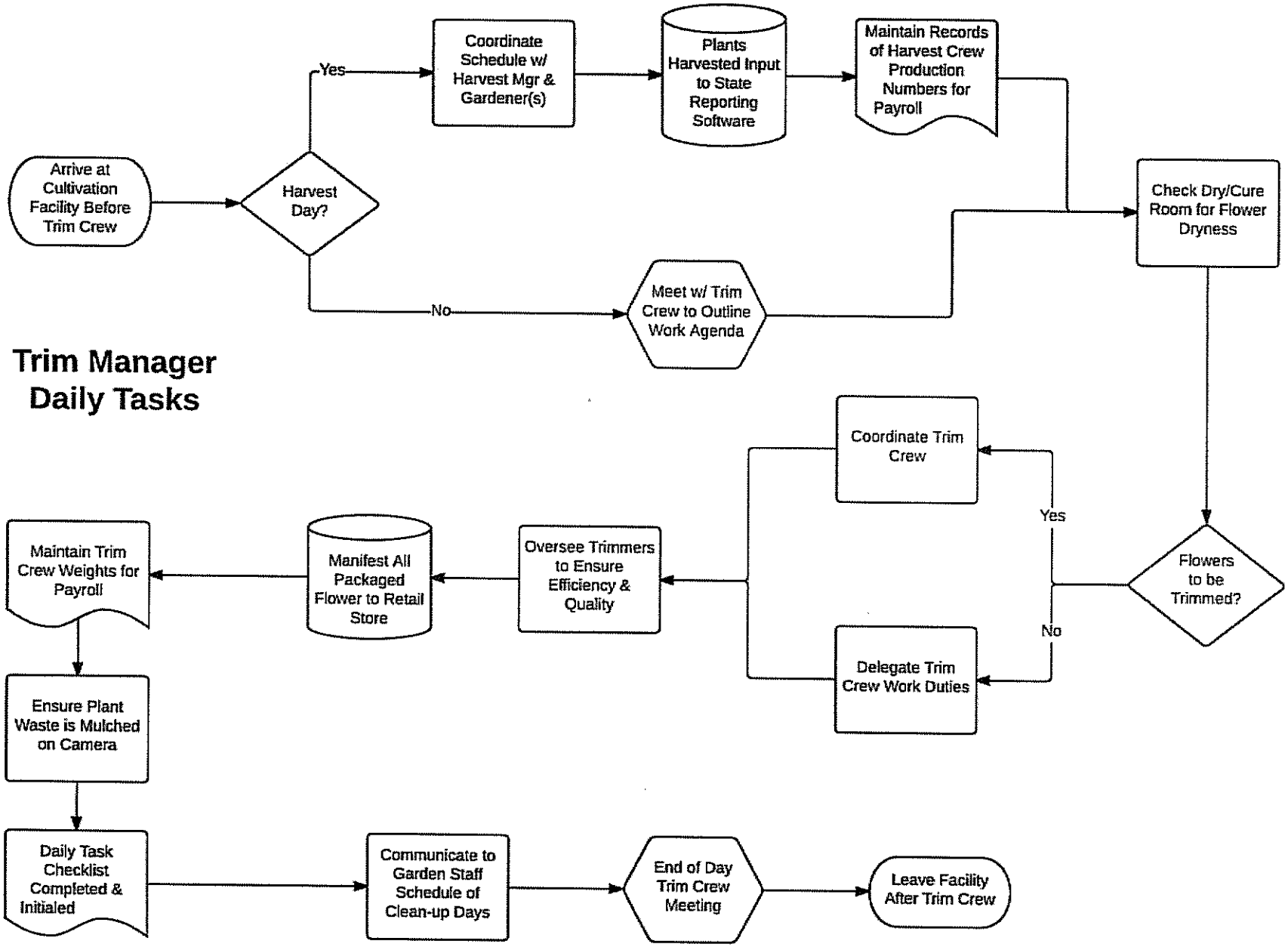
RFA 1

Trim Crew Procedures



RFA 8.1

Trim Manager Daily Tasks



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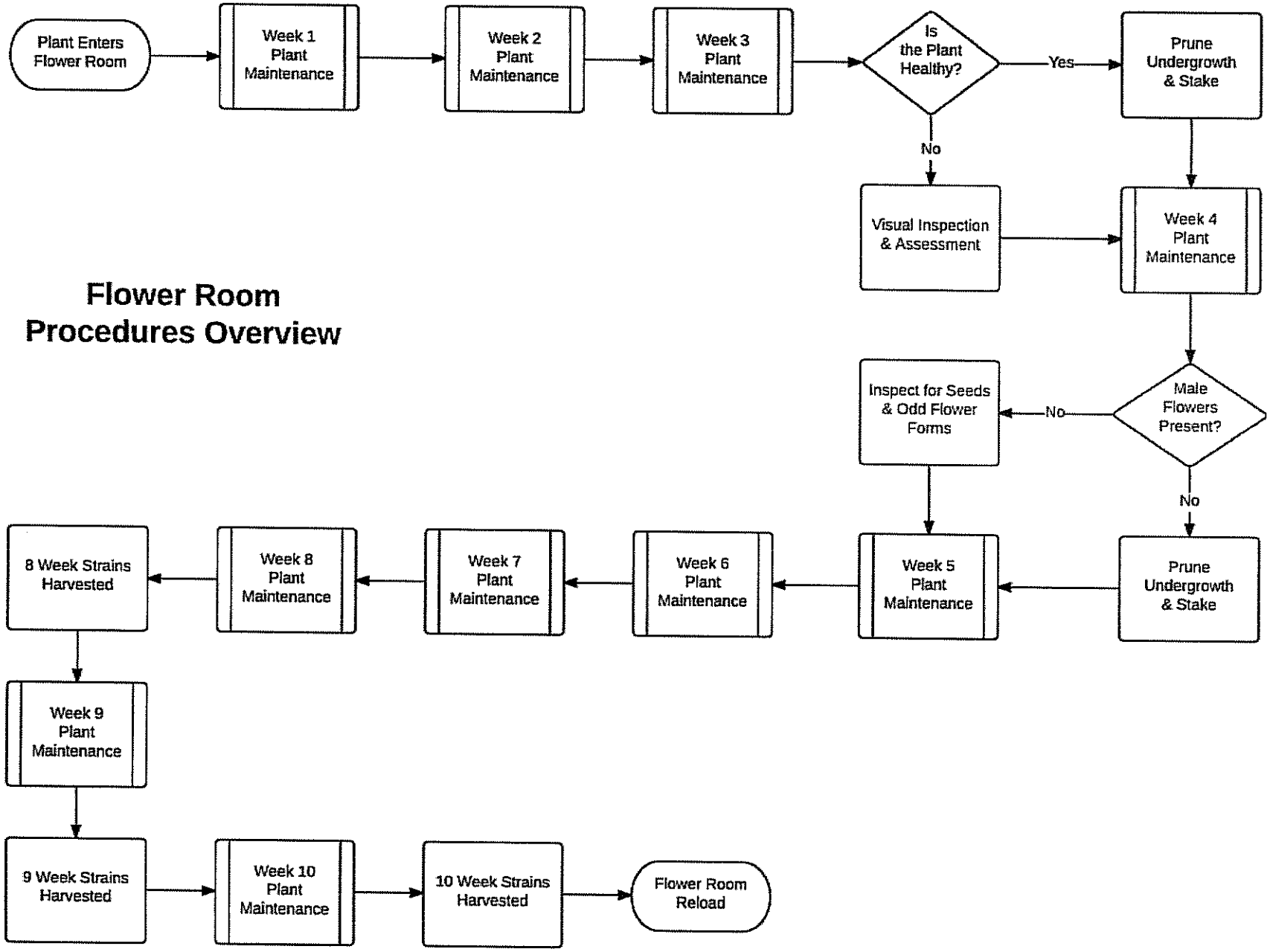
Flower Room Procedures Overview



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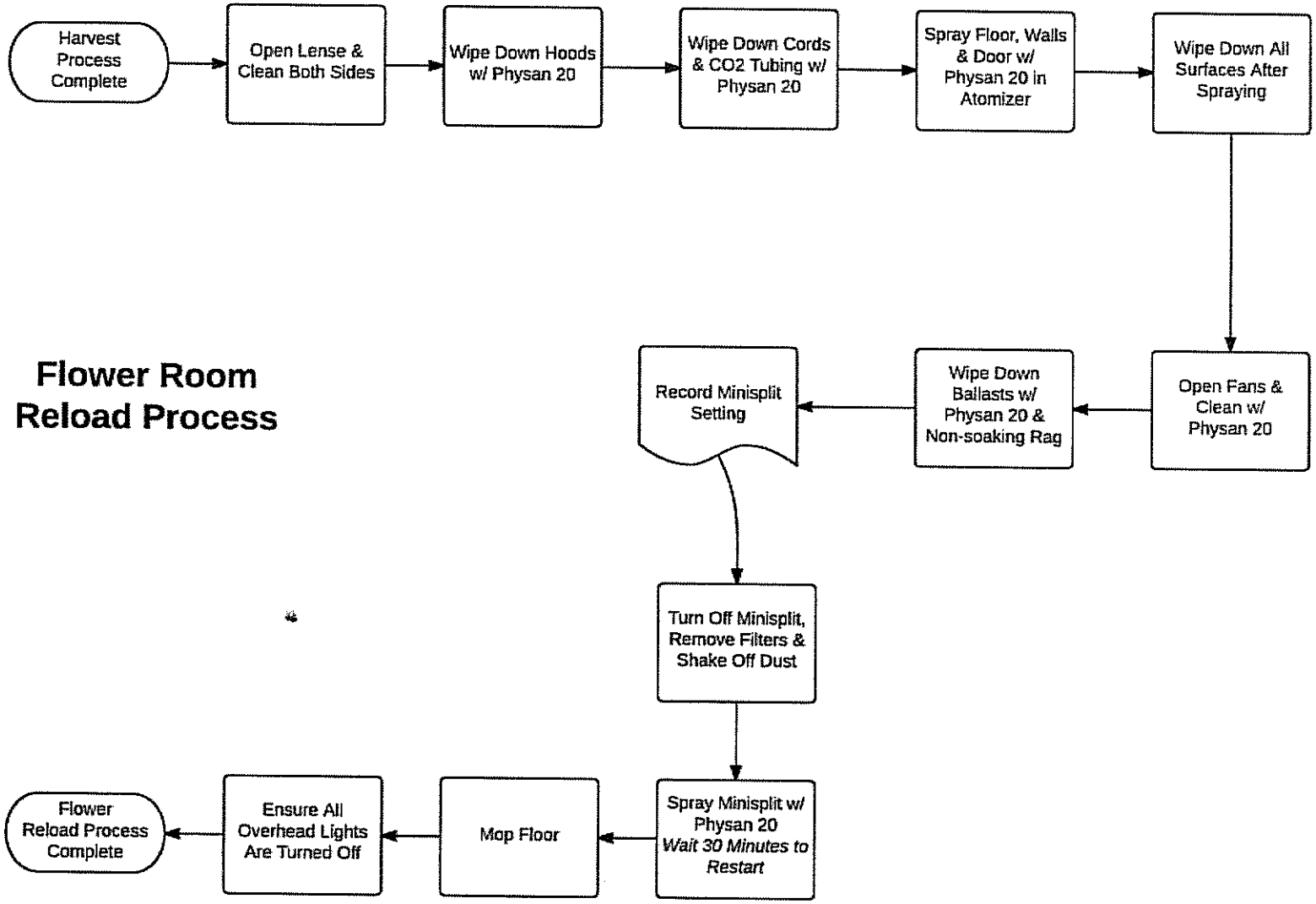
Flower Room Reload Process



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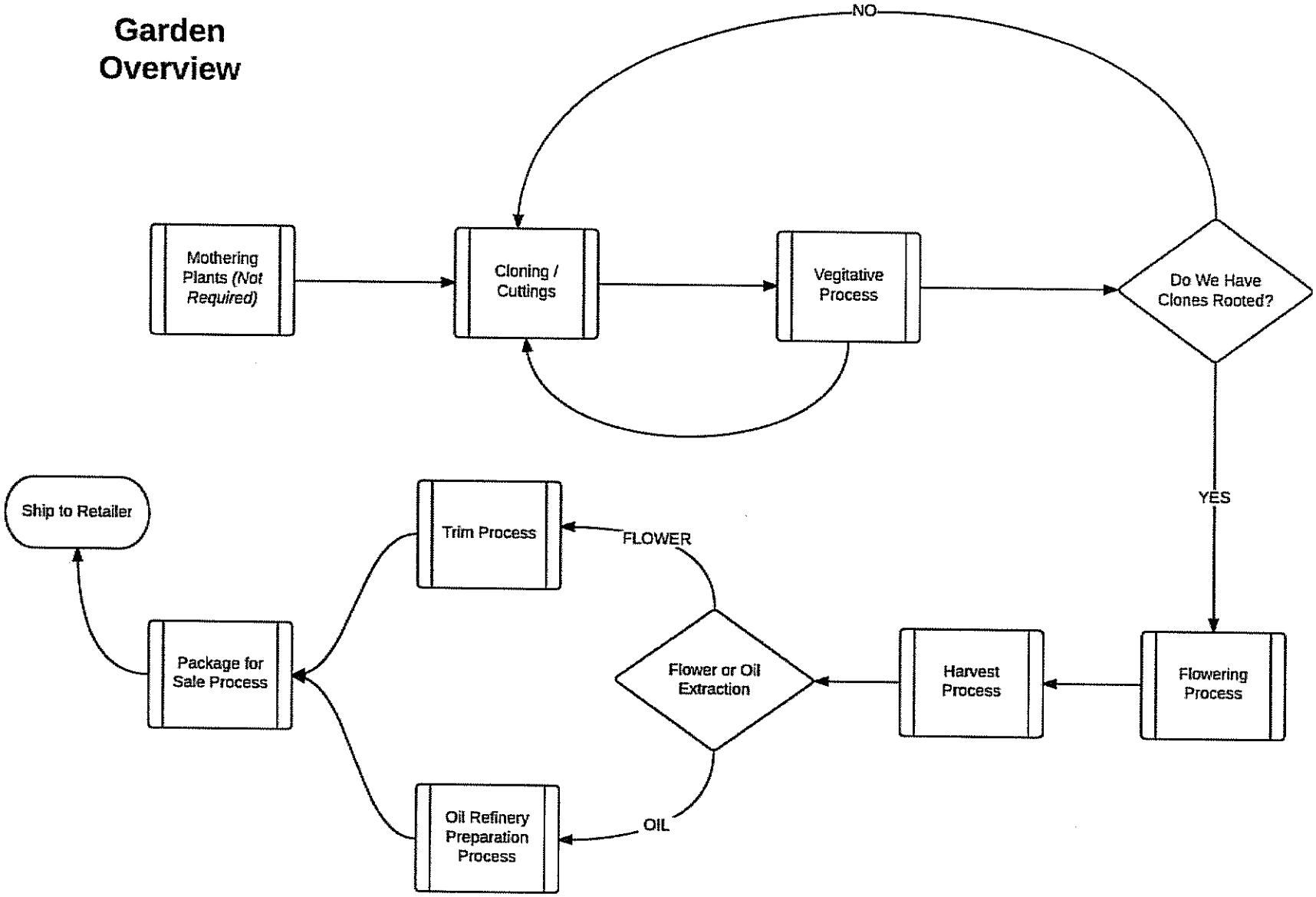
Garden Overview



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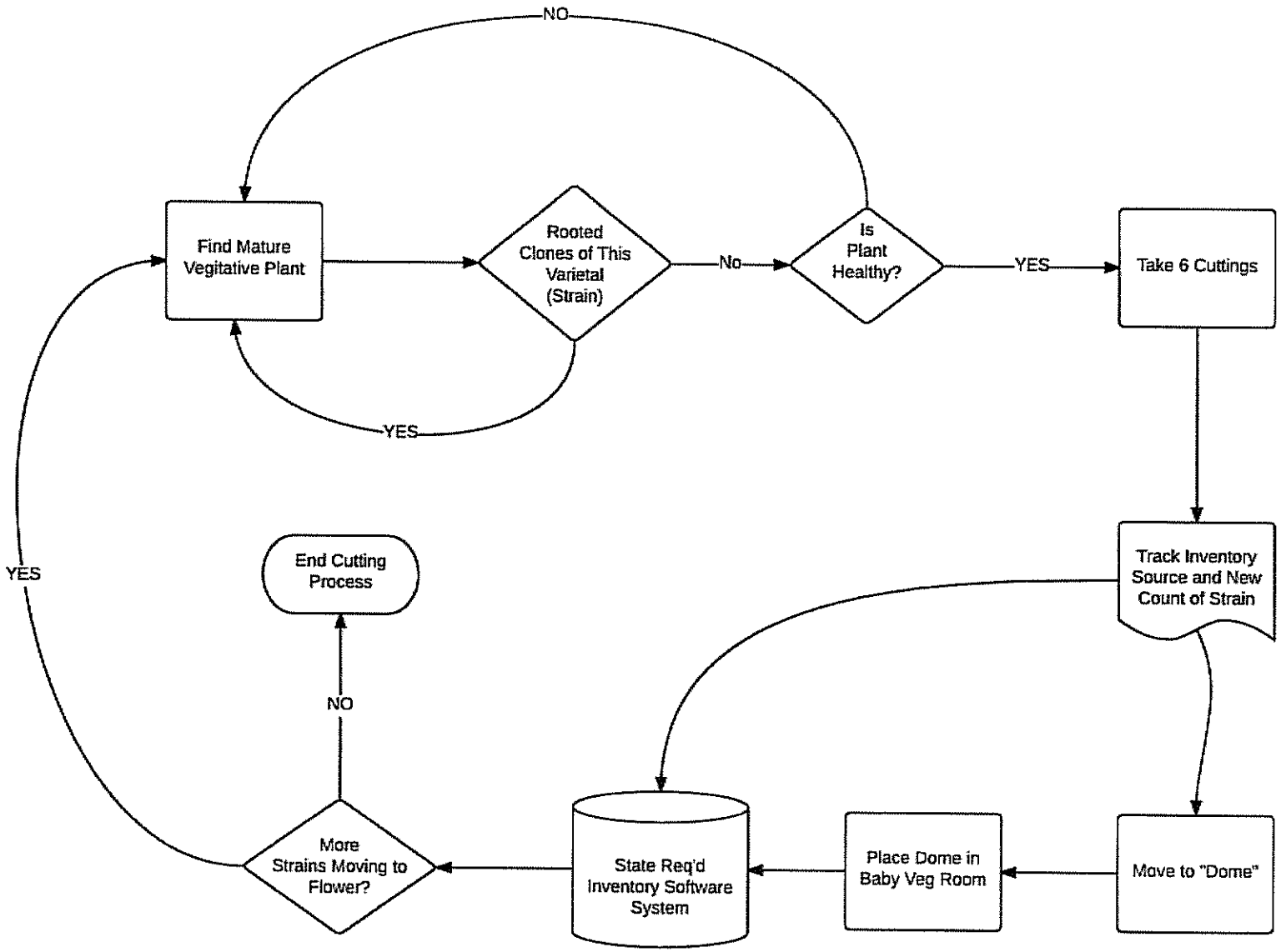
Cloning & Cuttings Process



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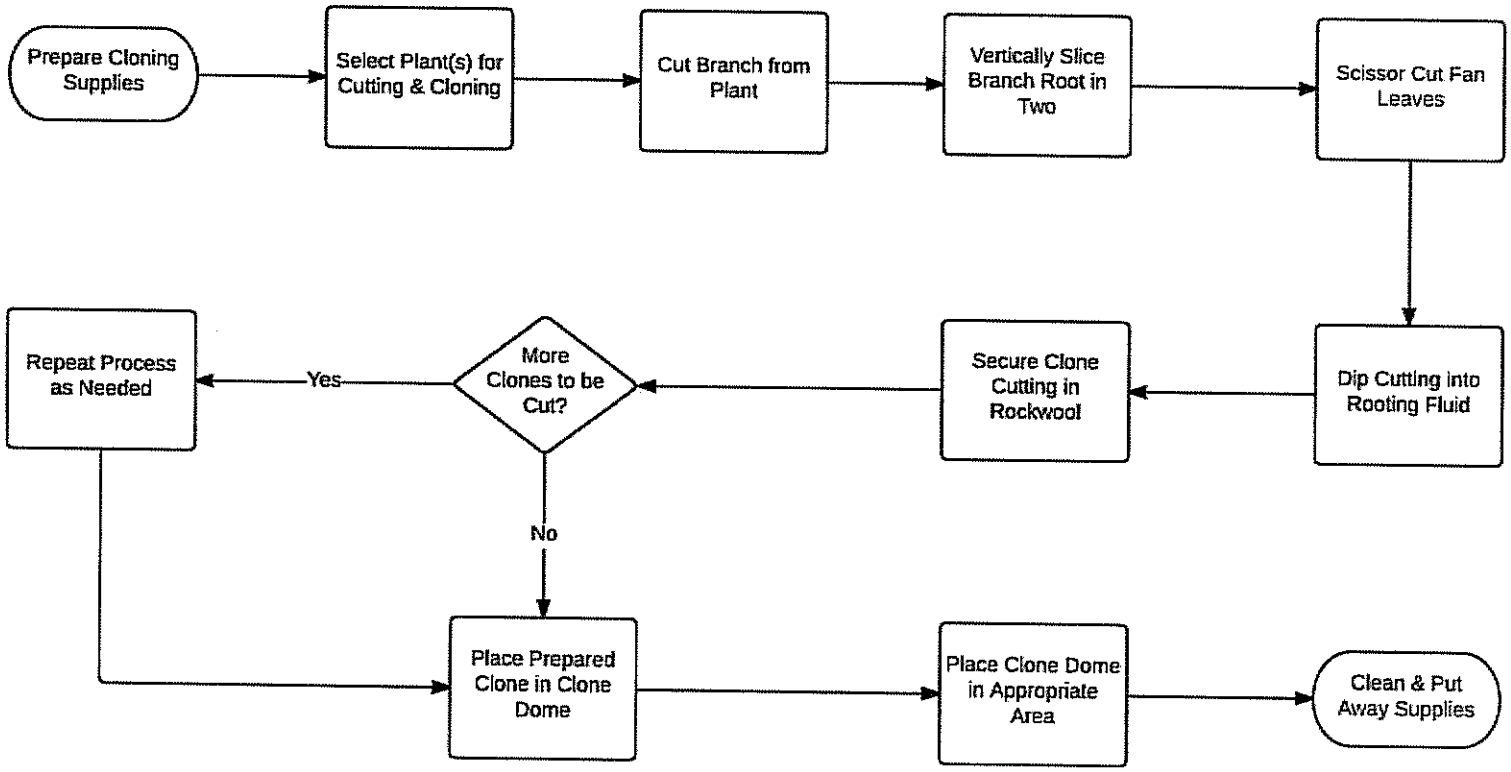
Cutting A Clone



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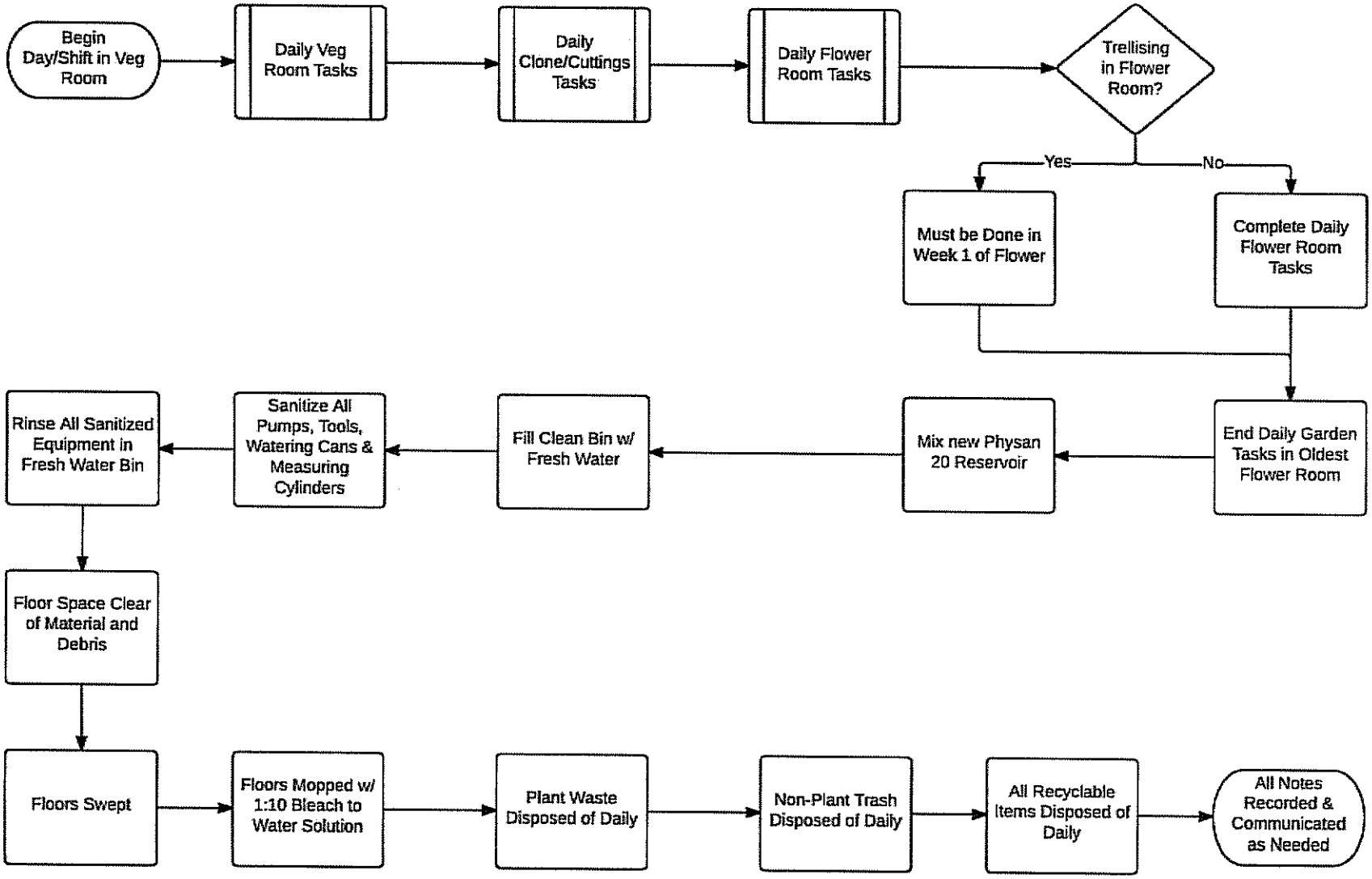
Fusarium Avoidance Procedures



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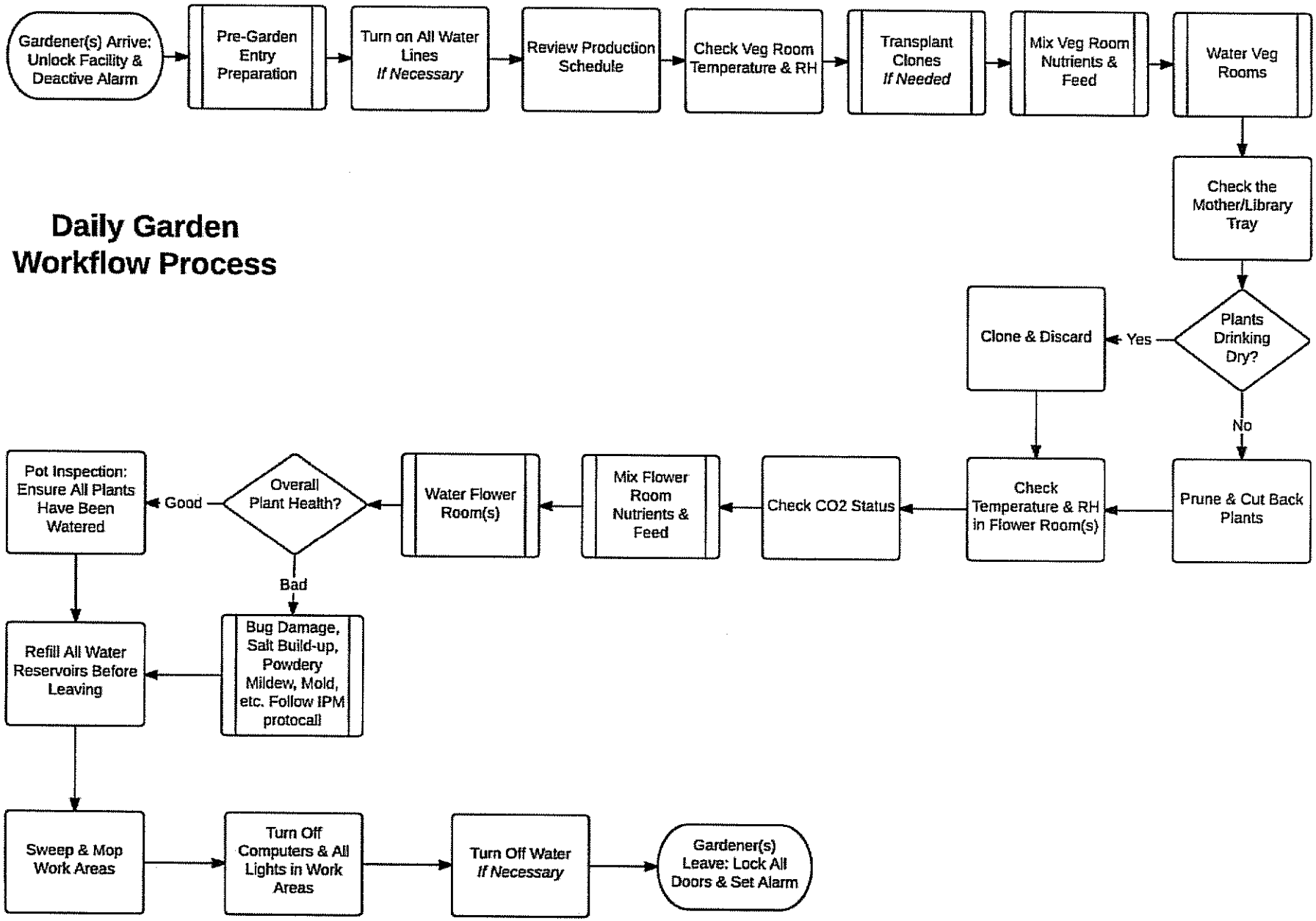
Daily Garden Workflow Process



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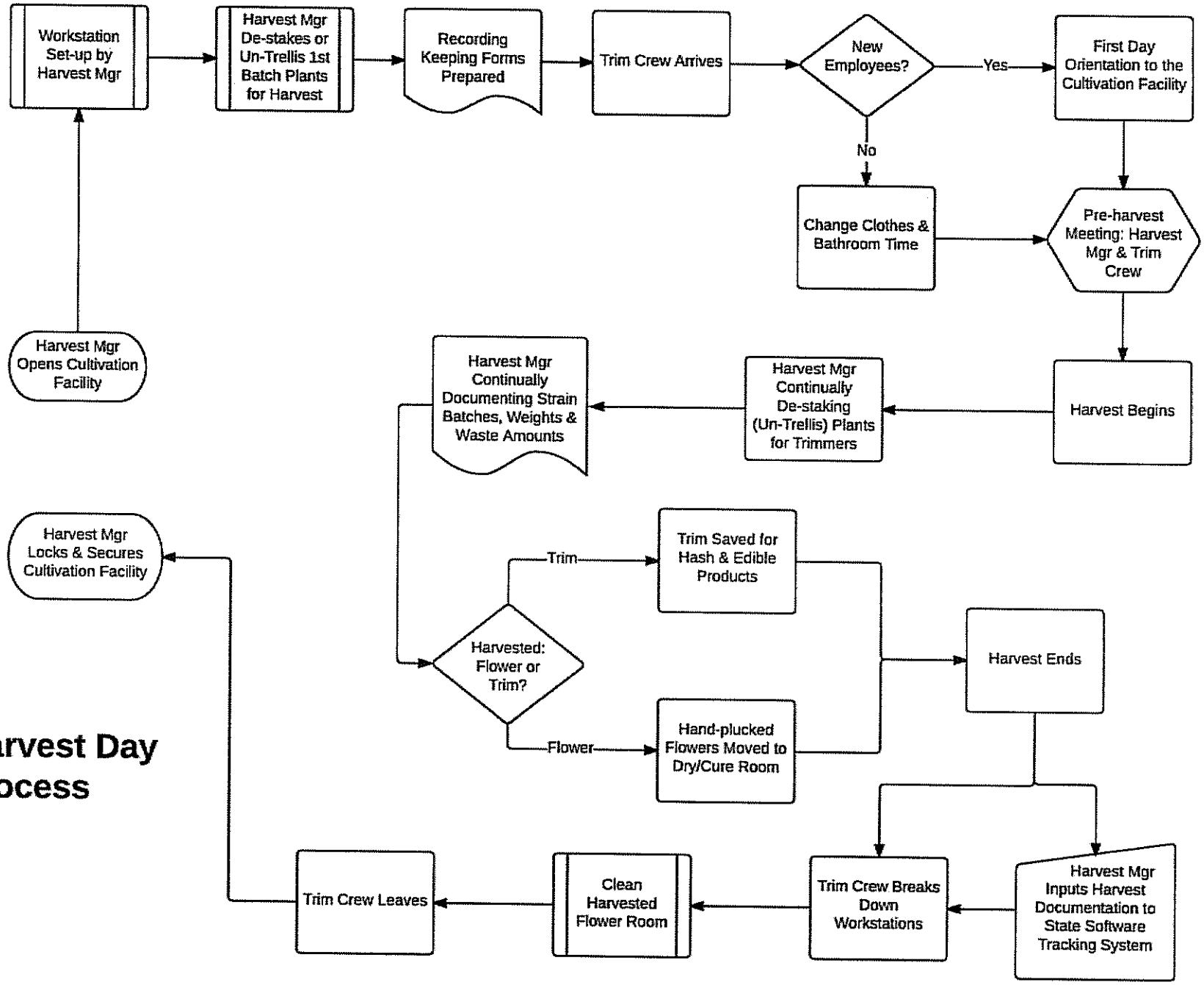
RFA B-1

The Harvest Day Process



Shift New Mexico
Horticulture Narrative

Horticulture is the art and practice of growing and maintaining a garden for a product that, fresh has ornamental or human consumption value. Many crops involved in horticulture are those that make it to the market fresh, frozen. This happens to be the case for cannabis as it makes it's way to consumers in dried form. It is up to the growers to maximize the amount of flower the cannabis plant produces, it's the female flowers that contain the prized chemicals that have been used for the medical and therapeutic value for many thousands of years.

Horticulture studies all aspects of growing from latitudes to climatic environment and how contributions of plants in a health balance environment for human well being. Often is the case in the cannabis industry, that horticulture has become the very involved practice of growing abnormally large flowers on cannabis plants for their medical value. In cannabis cultivation, the methods of production to achieve a successful finished crop, are almost limitless, as are the technologies available to growers. Combined with the long time prohibition of cannabis and the need to minimize inputs for maximum outputs in the shortest time possible underground cannabis producers have adapted new hybrid varieties to achieve the best possible results.

However, with the legalization of cannabis for medical and adult use the production of cannabis has moved out of the shadows and can now be grown and distributed in a regulated system. The scale that cannabis is now being grown cultivators are now adopting some of the technologies from modern agriculture while tweaking existing hobby systems to work in a large scale to reduce the footprint created by cannabis cultivation. The scale and amount of cannabis being grown it is important to thoughtfully source inputs. Some of the nutrient inputs and growth medium are mined from finite resources while a good deal others are sourced sustainably.

Cannabis can be grown using an innumerable amount of nutrient combinations in a wide array of systems and environments. Growers have found success outdoor field production, glasshouse production and indoor enclosed environment farms. Many of the systems used to grow cannabis indoors over the past thirty years use hydroponic growth principles in a variety of substrates that are typically inert. Most modern cannabis is grown in inert substrates using a hydroponic method. This type of growing gives grower the ability to begin propagation in a sterile environment and finish flowering in the same medium.

Brief history

Cannabis has been grown almost world wide since antiquity for it's valuable use as a textile and as a medicine. Through out Asia cannabis has been used as drug and as a textile, and it is in Asia that researchers are finding more evidence that Cannabis may have originated from a putative ancestor that was used for fiber and seed. It has been suggested that the psychotropic effects were first discovered preparing seeds for consumption. Cannabis enjoyed a period of time when it's medical benefits were lauded and used extensively for centuries throughout Eurasia.

Shift NEW MEXICO

RFA 8.1

Cannabis Definition

Cannabis is dioecious, meaning that sexes are represented on different plants. In the production of medical or recreational cannabis the female flower is the sought after sex for it's seedless flowers and cannabinoid and terpenoid content. If the plant is never introduced to pollen more bracts develop and swell as do the trichomes. It is in the trichomes that humans have found an important medicine and mind altering drug; Tetrahydrocannabinol delta-9 (THC) and Cannabidiol (CBD). These two compounds make up the majority of the physical effects felt by using cannabis, while other cursory molecules hvae little to no effect on the "high" felt by the user. Trichome also contain oils called terpenes, these oils are what give cannabis its distinct flavor and smell but they also act as antifungal agents.

The trichomes are the exterior immune system that cannabis uses to protect the flowers and the developing seeds from pests like leaf hopping insects and birds. The contents of the trichomes contain antifungal, insecticidal and psychotropic compounds that are effective in providing that protection. Trichomes exude sticky oils and cannabinoids that trap bugs and other garden pests.

During the height of the drug war new systems of production had to be adapted in order to stay off law enforcement radar. Cannabis cultivated indoors has grown in popularity since the height of the drug war, with growers utilizing high intensity discharge lamps to force flowering in what used to be in clandestine farms. Even as cannabis becomes more accepted as a valuable medicinal and recreational crop, growing indoors remains the favored method of production of field or glasshouse. Growing indoors with greenhouse lamps, cultivators realized that a perfect balance of dark period would provide rapidly maturing flowers at a rate faster than seen outdoors and with less risk of being discovered. The desire to cultivate plants indoors led growers to work plants into multi hybrid plants that would finish quickly inside, over the years heavy selection of clonal varieties has led to a uniform flowering time among most commercial varieties. When cannabis moves from the vegetative stage to the flowering stage the plant reacts to the amount critical day length provided. When plants enter a period of darkness a protein called phytochrome is diffused, when the plant is exposed to light phytochrome reverts back to its original form. When the dark periods are longer than the periods of light or equal, the phytochrome protein becomes more abundant in the plant and flowering is triggered. Physical indicators can be recognized in traits like phyllotaxy (alternating leaf pattern) and a decrease in the number of fingers are on each new set of leaflets.

As flowering progresses the plant develops more pistillate styles, those groups of flowers or calyx become covered in secretory resin in the form of trichomes. As the plant matures, so do the trichomes.Peak maturation depends on the variety and grower preference as well as a good working knowledge of female cannabis. The intensity of light the flowers are exposed to also facilitates the production of cannabinoids and terpenes on the flowering bracts; recently cannabinoid and terpene content has been consonant with light intensity and duration given the genotype.

In nature, the female flower produces stalked trichomes as a defense mechanism from intense UV rays and pests. It is the trichome that contains the drugs THC and CBD as well as the other minor cannabinoid constituents and the terpenoids that make the aromas and the effects. Whether the flowers were being grown for extraction or to be dried and sold; Providing adequate amounts of light not only during the vegetative stages, but the flowering stages as well is key to a successful harvest.

Essential Nutrients

During this stage of growth maintaining a balanced environment for optimal growing conditions the plant will absorb light and rapidly uptake Co2 and mineral nutrients. Cannabis like other plant species requires a large table of essential elements to maintain optimal growth;

Carbon	Hydrogen	Nitrogen	Potassium
Calcium	Magnesium	Phosphorous	Sulfur
Cobalt	Iron	Manganese	Copper
Silicon	Zince	Molybdenum	Boron
Sodium	Nickel		

Maintaining a balanced nutrient application regime aids in this stage of rapid growth. The three main macronutrients Nitrogen (N) Phosphorous (P) Potassium (K) and what is often seen as the fourth macronutrient sulphur ($SO^{-}4$) have been studied in the development of THC and CBD as well as vital oil production and enzyme development. Other essential nutrients vital to high quality cannabis growth are Calcium and Magnesium

If the plant does not have enough of its essential minerals for growth it can become deficient; a plant deficient in any essential nutrient it becomes difficult to complete its life cycle, even going so far as to disrupt the metabolism essential to enzyme production.

Nitrogen

Nitrogen is the building block of amino acids, proteins and chlorophyll. It is absorbed in two different forms Nitrate and Ammonium. Nitrates are absorbed by the leaves where it is used predominantly by the plant, during the metabolic process nitrates are turned into Ammonium and transferred to the roots. Ammonium is metabolized with the help of carbohydrates in the root zone. The most common forms of commercial nitrogen comes in the form of ammonium nitrate to achieve a proper nutritive balance and to avoid too much competition with other positively charged ions, like potassium, calcium and magnesium.

Deficiencies - Nitrogen deficiencies can be quickly identified by yellowing of the leaves with purple striping along the stalks. Older leaves turn yellow and dislodge from the plant, along with yellowing new growth. Plants can fully flower but will have a substantial loss of yield.

Phosphorous

Phosphorous is an integral part of the metabolic process and is considered an important macro element in the transfer of energy and the breakdown of carbohydrates within the plant. Phosphorus also is integral part of cell wall development. Phosphorous in the form that plants can absorb in relatively low compared to other macronutrients because it is found typically in an organic form. Most phosphorus requires the breakdown and decomposition of organic material before its is usable by the plant.

Deficiency - Low temps and excess water slow flower and root development inhibit phosphorous uptake. Deficiency is usually identified by deep purpling in the stems and leaves. Necrotic spots develop on leaf surface. Necrosis spread down leaf and into the petiole where the leaf eventually dislodges. Plants with less severe phosphorous deficiency will flower fully with a much lower yield.

Potassium

Potassium is considered one of the most important macronutrients second only to nitrogen. It is often associated with quality, thusly has been termed the "quality nutrient" amongst agronomists and horticulturists. Potassium plays a role in almost all of the plants essential functions; potassium regulates Co2 intake by directly regulating the stomata, which has a direct correlation to transpiration and water uptake. It has also been show to be an important cofactor in vital chemical processes like protein and starch synthesis.

Calcium

Calcium uptake is passive in the plant and regulates the movement of other nutrients throughout the plant. Calcium is available to plants in different forms, from nitrates to gulcanates the plant absorbs calcium at different rates and with varied efficiency. Calcium build cell walls with added strength, this helps prevent fungal attacks and potential insect infestation.

RFA B1

Shift NEW MEXICO

Narrative

Plant Propagation

Asexual Propagation

When perpetuating a dioecious species like cannabis, cultivators have the choice of perpetuating their varieties either sexually or asexually.[1] This means that a gardener can recombine two different parents and evaluate the resulting offspring for a desired genotype or, the gardener can choose to work with pre-selected plant material using a clone cutting or tissue culture (in vitro) to reproduce an exact genotype[2] consistently. Cloning is favored in modern cannabis production as consumers typically desire homogeneous[3] varieties of female flowers. Furthemore, by implementing the cloning model cultivators have fewer variables to evaluate like sexing plants or scouting for intersexed[4] plants while growing their crop.

Cloning

Cloning, or asexual reproduction, provides the ability to preserve a chosen or proven genotype to be used in the production of a homogeneous crop. Under proper environmental conditions the clone cutting should perform with the same growth vigor as the parental plant it was selected from. However, under differing environmental conditions the clone may bear no resemblance in performance while retaining the original genotype.[5] Cloning by the way of cuttings propagators utilize the parts of the plant where cell division or mitosis takes place, the shoot apex and the meristematic cambium layer.

A clone cutting produces its roots by initiating the Meristematic cells (M cells) with assistance from the application of a rooting hormone compound. The hormones of a rooting agent synergize with plant derived chemicals like Indole Butyric Acid and aid in the production of adventitious root systems. It should also be noted that while other naturally occurring substances like auxins, cytokinins and gibberellins play a

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[1] Cervantes, Jorge, Robert Connell Clarke, and Ed Rosenthal. *Indoor marijuana horticulture*. GFP, 1993.

[2] Clarke, Robert Connell. *Marijuana botany: An advanced study: The propagation and breeding of distinctive cannabis.* Ronin publishing, 1981.

[3] Clarke, Robert, and Mark Merlin. *Cannabis: Evolution and ethnobotany*. Univ of California Press, 2013.

[4] McPartland, John Michael, Robert Connell Clarke, and David Paul Watson. *Hemp diseases and pests: management and biological control-an advanced treatise.*. Cabi Publishing, 2000.

[5] Clarke, Robert Connell. *Marijuana botany: An advanced study: The propagation and breeding of distinctive cannabis.* Ronin publishing, 1981.

large role as well in root system development, their singular and isolated presence in cannabis plants can be detrimental in fostering good overall clone cutting health.

Selection of Stock Material

Mother plants should be healthy showing signs of vigorous growth. High success rates can be achieved when cuttings are taken from vigorous growing mother plants that have been freshly watered with a lower nitrogen fertiliser with sufficient calcium and magnesium to support cell growth.

When selecting the vegetative cannabis plant for clone derivation it is important to take cuttings that are young and firm. The firmness of the axial and apical branch is an indication of high carbohydrate presence in the the meristem[6]. Be sure to avoid older, woody stems as well as the youngest branch growth. Both of these branch types are lower in phosphorus and carbohydrates, as well as higher in nitrogen content consequently retarding the overall rooting development of the plant. Middle to lower branches tend to have a better carbohydrate to nitrogen ratio, and are therefore a better choice in the clone cutting selection process.

Taking a Clone

It is important to thoughtfully and precisely prepare all required work materials and tools prior to taking any cuttings. The following list is a comprehensive outline of the supplies necessary to successfully cut and clone a cannabis plant:

- Pre-soaked and pH adjusted medium. Examples include Rockwool, Peat, Coco, and Horticultural Foam
- pH meter
- Bucket or pitcher of clean pH 5.5 to 5.8 water
- Clean and sharp scissors for use in removing any branch(es) or limb(s) from the plant's meristem
- Razor blade for making the final 45° cut
- Propagation tray and tight fitting clear dome
- Rooting hormone compound

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[6] Clarke, Robert C., and David Paul Watson. "Botany of natural Cannabis medicines." *Cannabis and cannabinoids: Pharmacology, toxicology, and therapeutic potential* (2002): 3-13.

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Step By Step Process

Ideally, cuttings should be sourced from the middle to lower plant branches. Using a razor blade, a cut is made along the meristem just below the node of the axial bud site. Given sufficient plant material, a cutting can be made along the axial branch(es) as well. Fresh cut material will wilt quickly and in order to avoid any outside air creating an embolism, place the fresh cuttings into clean water.

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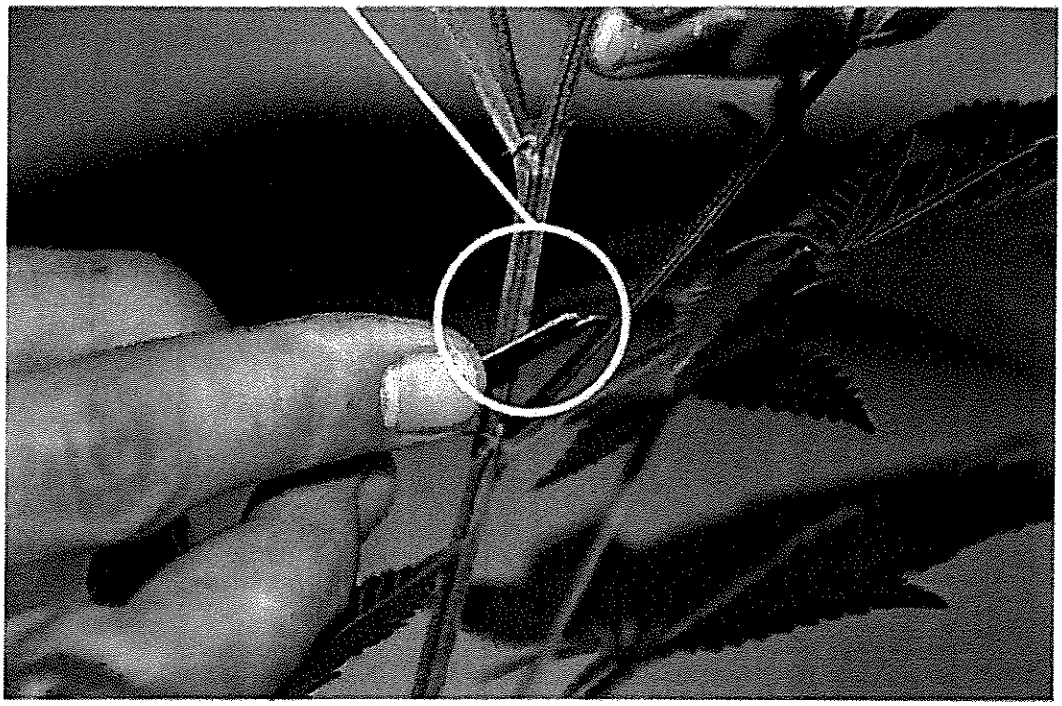
Cutting Site

Plant Meristem

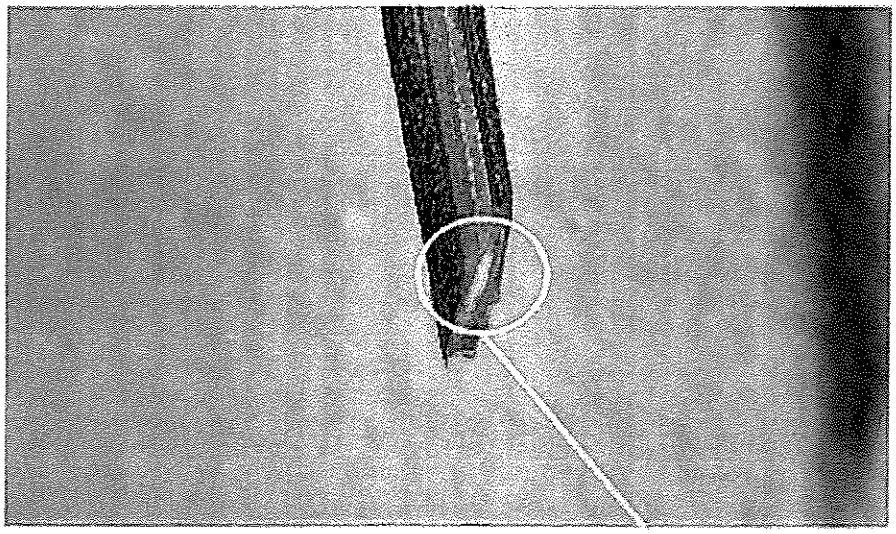
When making the clone cut, a 45° angle is desired in order to increase the amount of surface area to support root induction.[7]

[7] Clarke, Robert Connell. "Marijuana botany. An advanced study: The propagation and breeding of distinctive Cannabis. cf." 1981.

45 Degree Cut Angle



The telltale sign of a successful clone cut is a large meristem surface area.

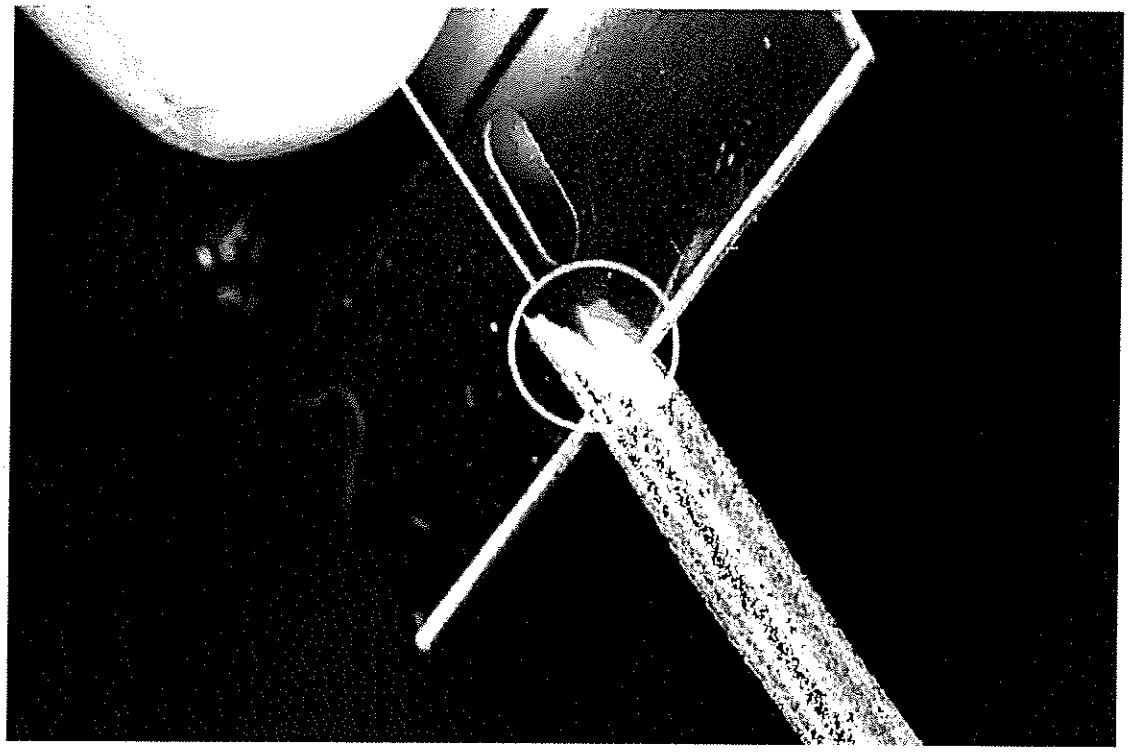


Cut Site

After the initial clone cut is made, there should be five to twelve (5-12) inches in length (two to three internodes above the first cut) to make another cut opposite the

initial cut about an eighth (⅛) of an inch up the meristem, making a swallow tail shape with the 45° angle cut.

Eighth (⅛) Inch Meristem Cut



The remaining fan leaves will be slightly trimmed back to stop plant transpiration.

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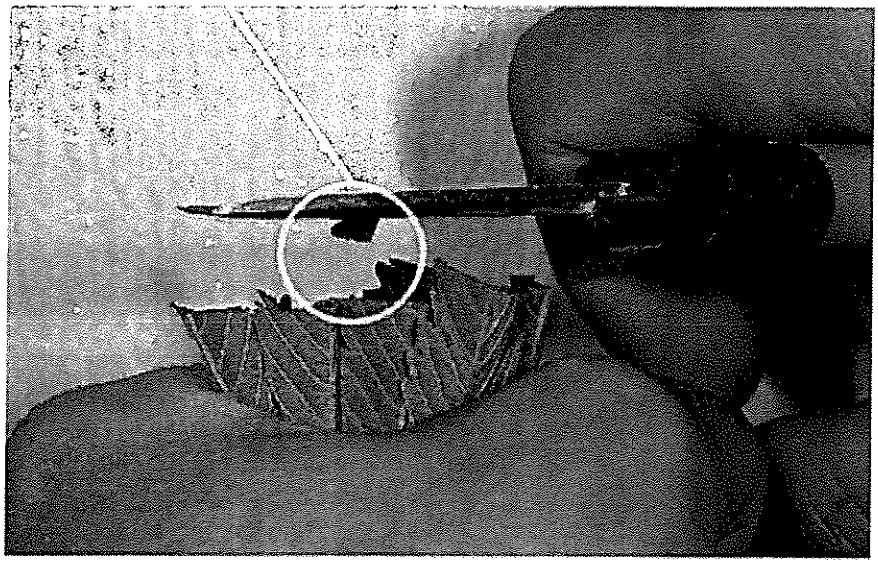
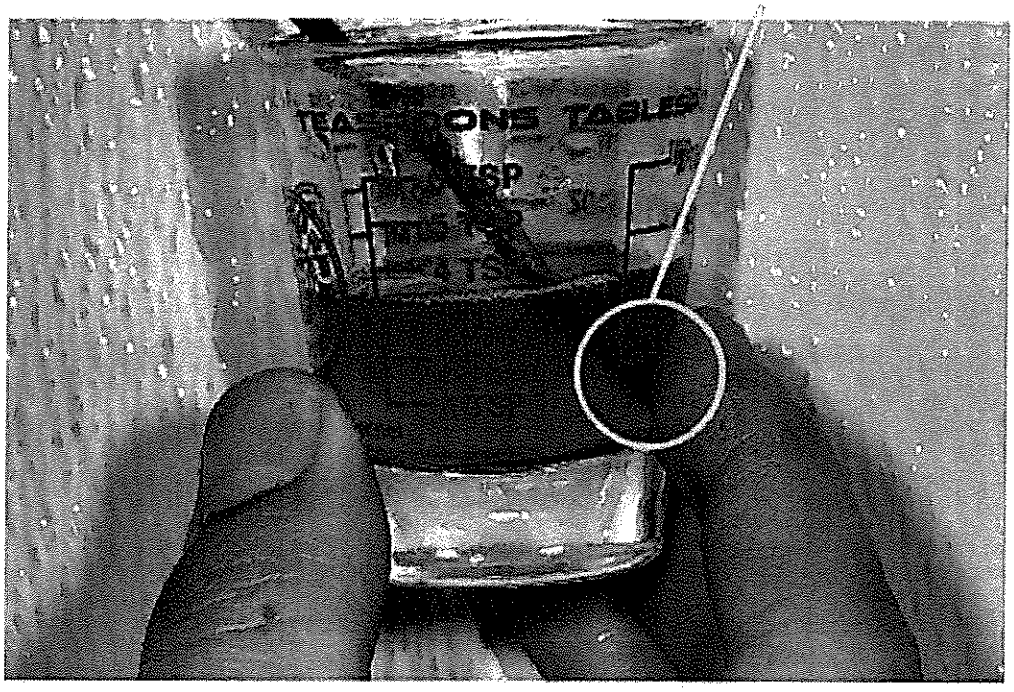
Scissor Cut Fan Leaves



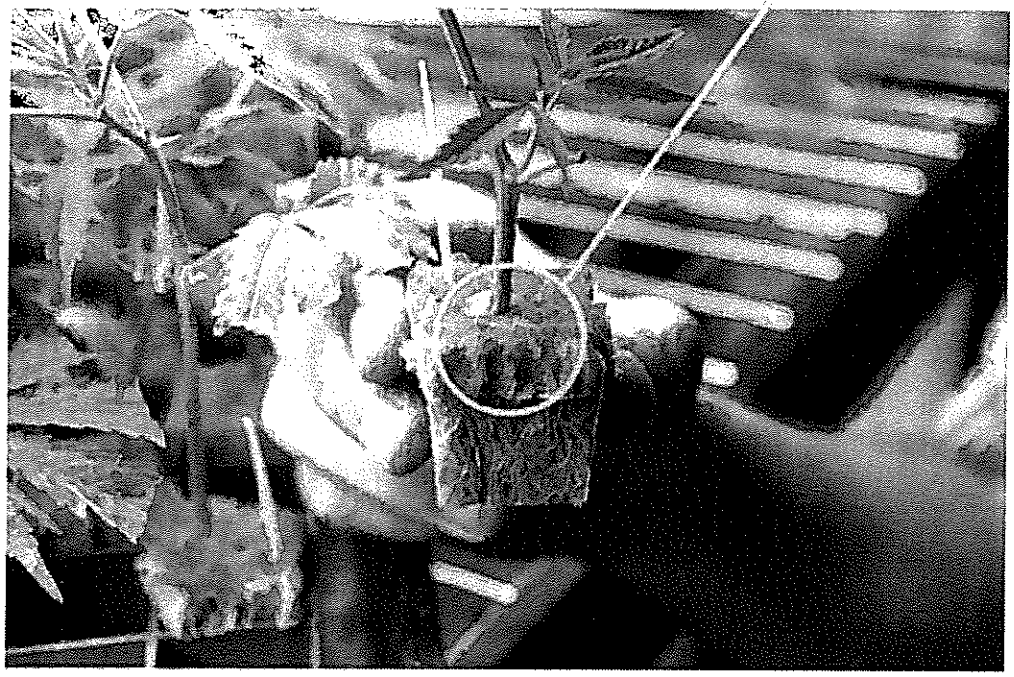
Rooting hormone is applied to the induction site.

Induction Site



The new clone cutting should be planted roughly five (5) centimeters into the pre-moistened medium to keep the cutting upright.

Five (5) Centimeter Root Depth



Finished cuttings are to be placed under a clear plastic dome that are then situated above the propagation tray(s). Air flow is slowed and high humidity is desired at this stage where roots can begin to form after as little as 5 days.[8]

[8] Guy, Geoffrey William, Brian Anthony Whittle, and Philip Robson, eds. *The medicinal uses of cannabis and cannabinoids*. Pharmaceutical Press, 2004.

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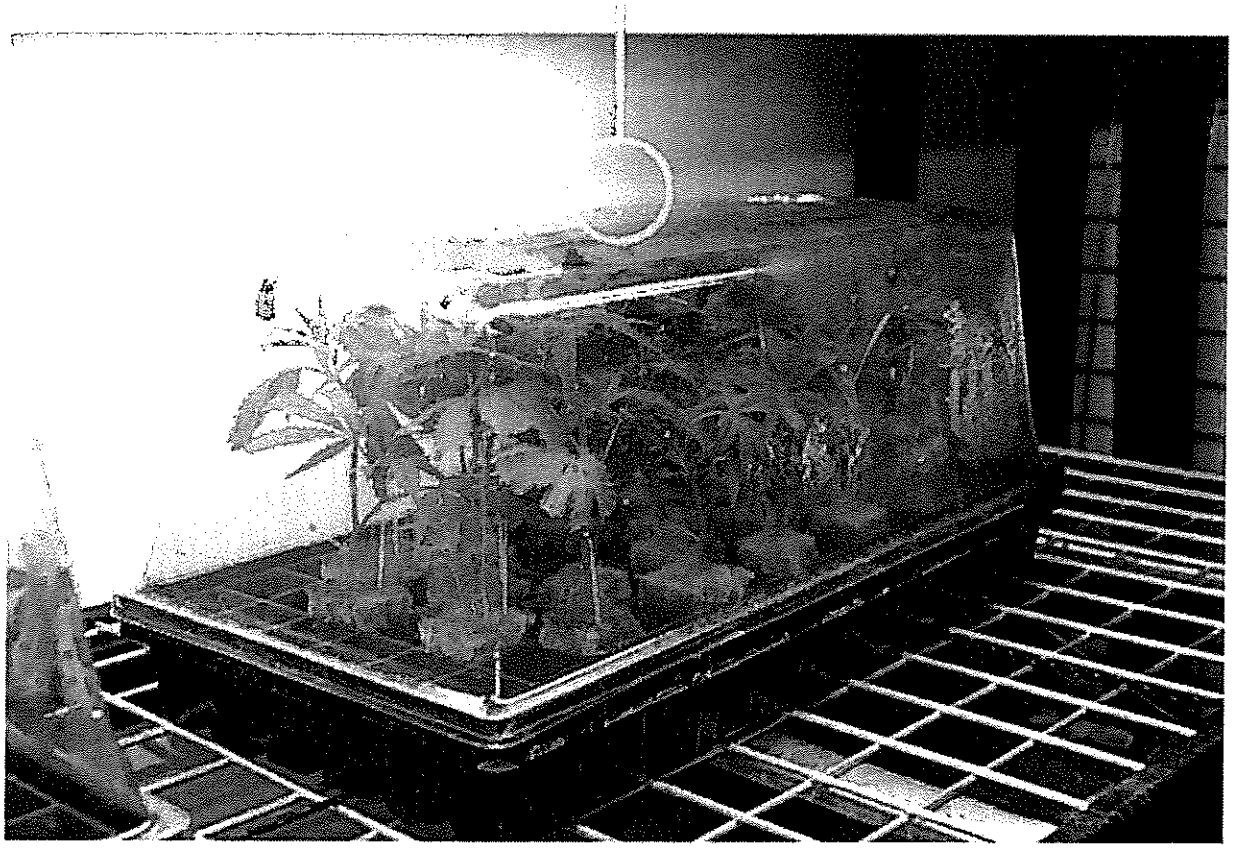
Controlled Environment Clone Dome



After the cutting and cloning process is complete, it is critical to clean the work area with horticultural grade and state approved cleanser. Check plants daily. the medium should be kept moist with a mild nutrient solution. Periodically removing the dome during this period helps introduce new CO2 and oxygen to the cuttings.

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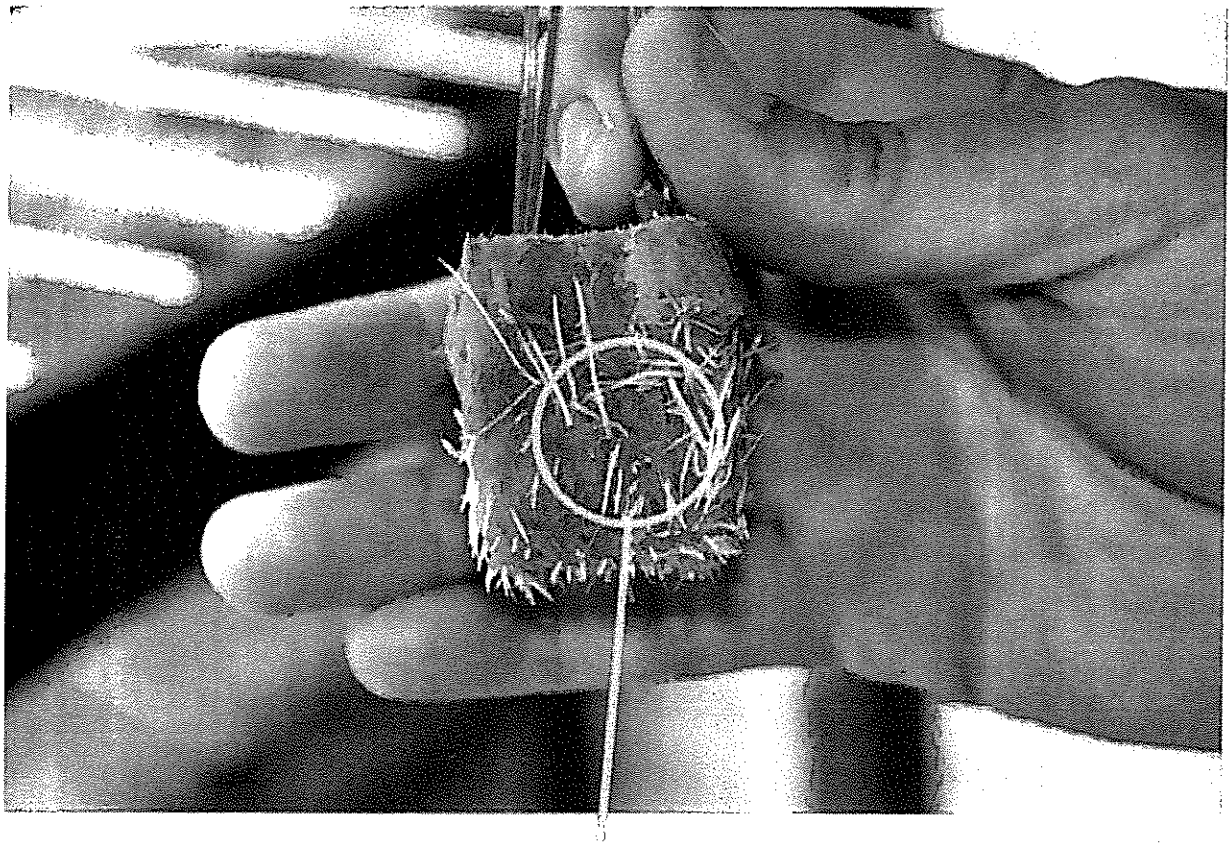
Within 14 days the cuttings should have ample roots to be planted into desired medium.



Root Zone

Troubleshooting

Strategies & Assistance

Quality Outcomes

The clone cutting(s) wilted immediately after placement into the pre-soaked medium:

- The selected stock plant(s) may have been weak and/or stressed prior to cutting
- An embolism formed in the plant's vascular tissue
- The rooting medium was not correctly pH balanced
- The rooting medium was not adequately pre-soaked/hydrated
- The light intensity of the vegetative room is too high

The clone cutting(s) became limp after the development of a partial or full root system:

- A pathogen was introduced by way of contaminated tools, surfaces, or people
- Too high of humidity caused stem to damp-off
- The clone cutting's vascular tissue layer was damaged
- Proper pH was not well-maintained
-
- Slight increase in airflow was not achieved

Clones covered in fungus

- A pathogen was introduced by way of dirty tools or surfaces
- Infected plant material was introduced

Plants become yellow after root development.

- Medium was not properly hydrated
- Plants have eaten reserve foods in leaves
- Early application of high nitrogen fertilizer

Roots never develop.

- over watered
- Temperature too high, too low
- Improper fertiliser application

Frequently Asked Questions

Common Cloning Issues

Q: How long before a clone cutting's roots are visible?
A: Roots can be seen anywhere from five to ten (5-10) days after the cut is taken and rooted. It should be noted that the visible presence of roots depends on the rooting medium used.

Q: How long until the new clone plant is able and ready to flower?
A: Depending on production method and varietal plants can be flowered almost immedately, however most cultivators choose to vegetate plants longer to achieve larger plants for flower production.

Q: What kind of light schedule should the cuttings be kept under?
A: Cuttings can be kept under 18/6 or 24 hour lighting periods for optimal growth.

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Glossary of Terms

Apical Shoot- Undifferentiated Meristematic cells (M cells) that begin the development of new tissue in the bud sites and root tips.

Axial branch- Found at the axial point in a leaf, Axial branches have the ability to develop as a flower cluster or new vegetative growth.

Asexual propagation- Reproducing plants without sexual input using only donor tissue to reproduce homogenous plants.

Auxins- Naturally produced plant hormone responsible for cellular development.

Carbohydrates- Constitute of many foodstuffs for animals. Made up of neutral Hydrogen and carbon atoms. Vital in the development of chemical processes like chlorophyll and transpiration.

Clone- An exact genetic replica of donor tissue.

Cutting- A term used in horticulture to describe a physical clone.

Cytokinins- A class of hormone that moves upward through the xylem, important in root development and late flower quality.

Dioecious- Group of plants that display both sexes on separate plants.

Embolism- The blocking of the xylem by an air bubble.

Environment- Regarding the air, water, minerals and organisms affecting the plant.

Genotype- The genetic makeup of the plant.

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Gibberellins- Group of naturally occurring hormones that elongates the stem.

Homogenous- Crops that perform the same because of their common origin.

Internode- The space of the stem that rests between two nodes.

In Vitro- The process of biological reactions forced to occur in an artificial environment. E.g. Tissue culture.

Intersex- Plants that display both sexes on a female or male flower. Often referred to as monoecious.

Mother plant- Selected genotype kept in a perpetual vegetative state and used for the production of cuttings for production.

Meristem- Similar to the apical shoot but is often considered the main stem. It consists of undifferentiated meristematic cells that begin the development of new tissue in the bud sites and root tips.

Medium- The area that root development takes place, consists of different substrates like Coco coir, perlite, peat moss or horticultural foam.

Mitosis- The division of cells to produce new growth tissue

Meristematic cells- Cells that are capable of rapid division or are youthful cells.

Node- A joint in a stem that contains the leaf or petiole.

Petiole- The stalk that connects the leaf to the stem.

P.H.- The measure of acidity or alkalinity of the medium or nutrient solution. Ph plays a vital role in the uptake and metabolism of nutrients.

Photoperiod- the intervals of light that cannabis is exposed to light.

Propagation- Multiplication of plants for production, whether by sowing seed or rooting cuttings.

Rhizosphere- The area surrounding the roots, containing nutrients and microorganisms.

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Root Zone- Also known as the Rhizosphere.

Rooting Hormone- Chemical aids in root emergence. Usually contains indole butyric acid, naturally derived from plants.

Stock plant- Also referred to as mother plants.

Substrate- The media in which the plant will develop roots. Can be made of a variety of by-products.

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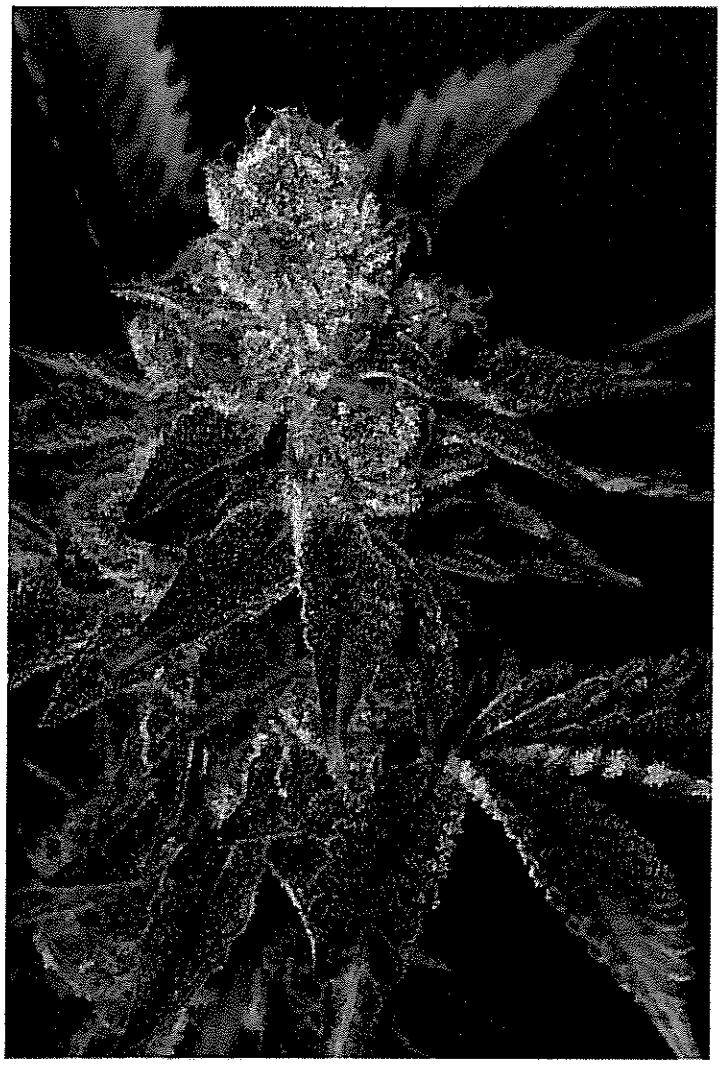

Flower Manual

Legal production of Cannabis has been extremely limited in the past century. Very few countries allowed for Cannabis production, either for its fibers or drug constituents. As such there is very little scholarly information about maximizing the plants natural process for increased flower production and size. Conversely, much research has been carried out on the chemical constituents of cannabis since the discovery of delta-9 Tetrahydrocannabinol (THC) in 1964. Since scientists have been publishing numerous articles on the chemical constituents of cannabis and their biosynthesis. The understanding of the chemical compounds has progressed with leaps and bounds since the early sixties. Botanists and horticulturists have always sought to maximize the size and utility of plants, the same is true in Cannabis production. Illicit growers have built a vast library of information of growing techniques in books and internet forums.

During the height of the drug war new systems of production had to be adapted in order to stay off law enforcement radar. Cannabis cultivated indoors has grown in popularity since the height of the drug war, with growers utilizing high intensity discharge lamps to force flowering in what used to be in clandestine farms.

Even as cannabis becomes more accepted as a valuable medicinal and recreational crop, growing indoors remains the favored method of production of field or glasshouse. Growing indoors with high intensity lamps, cultivators realized that a perfect balance of dark period would provide rapidly maturing flowers at a rate faster than seen outdoors and with less risk of being discovered.

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Throughout the 1980's and 1990's growers relied mostly Dutch and European cannabis seed banks for their plants. But for many who could not afford the expensive seeds they would in tight groups, often made of friends, trade genetics. For many the selection of plants and the knowledge to grow was limited. However, the increased availability of internet access across the world provided hobby and professional cultivators a myriad of techniques and nutrient lines to improve the yields of illicitly grown Cannabis. The desire to cultivate plants indoors led growers to breed plants that would finish quickly inside and provide fragrant sticky flowers. Years of heavily inbreeding plants has lead to a rather heated debate of the selection habits of breeders and their effect on the cannabis gene pool, as well as the differences between the tastes and desires of the medical and recreational consumer markets.

When cannabis moves from the vegetative stage to the flowering stage the plant reacts to the amount critical day length provided. When plants enter a period of darkness a protein called phytochrome is diffused, when the plant is exposed to light phytochrome reverts back to its original form. When the dark periods are longer than the periods of light or equal, the phytochrome protein becomes more abundant in the plant and flowering is triggered. Physical indicators can be recognized in traits like phyllotaxy (alternating leaf pattern) and a decrease in the number of fingers are on each new set of leaflets.

Cannabis is dioecious or mostly dioecious, meaning that sexes are represented on different plants, and in the production of medical or recreational cannabis the female flower is the sought after sex for it's seedless flowers and cannabinoid and terpenoid content. In lieu of producing seeds, female plants continue to produce flowers covered in trichomes. This increases the overall percentage of medically valuable cannabinoids. The yield of terpenoid-rich essential oils produced in the trichomes and the related terpenophenolic cannabinoids will also increase. The amount of light intensity reaching the flowers will also dictate the amount of chemicals produced. Typically cannabis is roughly around fifteen (15) to twenty (20) percent THC in addition to other cannabinoids.

Many varieties have been recorded at consistently over thirty percent (30) THC in addition to other cannabinoids. Flowers higher on the the plant, closer to the light source will test higher than flowers in the middle and the bottom. To gain a rough idea of what the mean THC a plant produced many cultivators will take an average of the three sections of the plant.Tetrahydrocannabinol (THC): THC is the most abundant and active chemical compound in most medical cannabis strains, typically ranging from five (5) to twenty five (25) percent in dried flower material. Studies have found and presented that tetrahydrocannabinol (THC) provides a variety of medical benefits for numerous ailments, conditions, and diseases. In states where medical marijuana is legal oncology and acquired immune deficiency syndrome (AIDS) patients have experienced decreased nausea/emesis and an increasing appetite with the use of tetrahydrocannabinol (THC). Some glaucoma patients have also been assisted as the compound reduces intraocular

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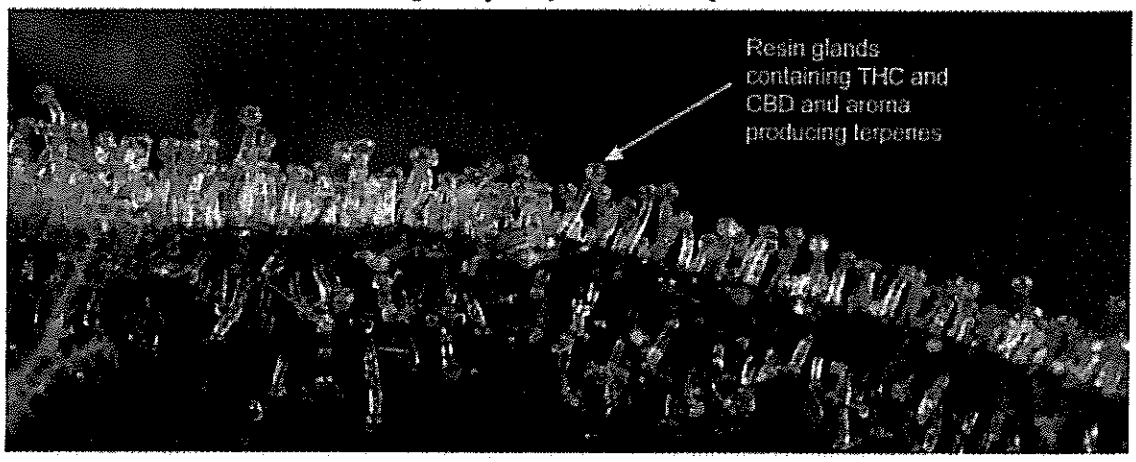
pressure within the eye, while multiple sclerosis (MS) patients use it to alleviate neuropathic pain and muscle spasticity.

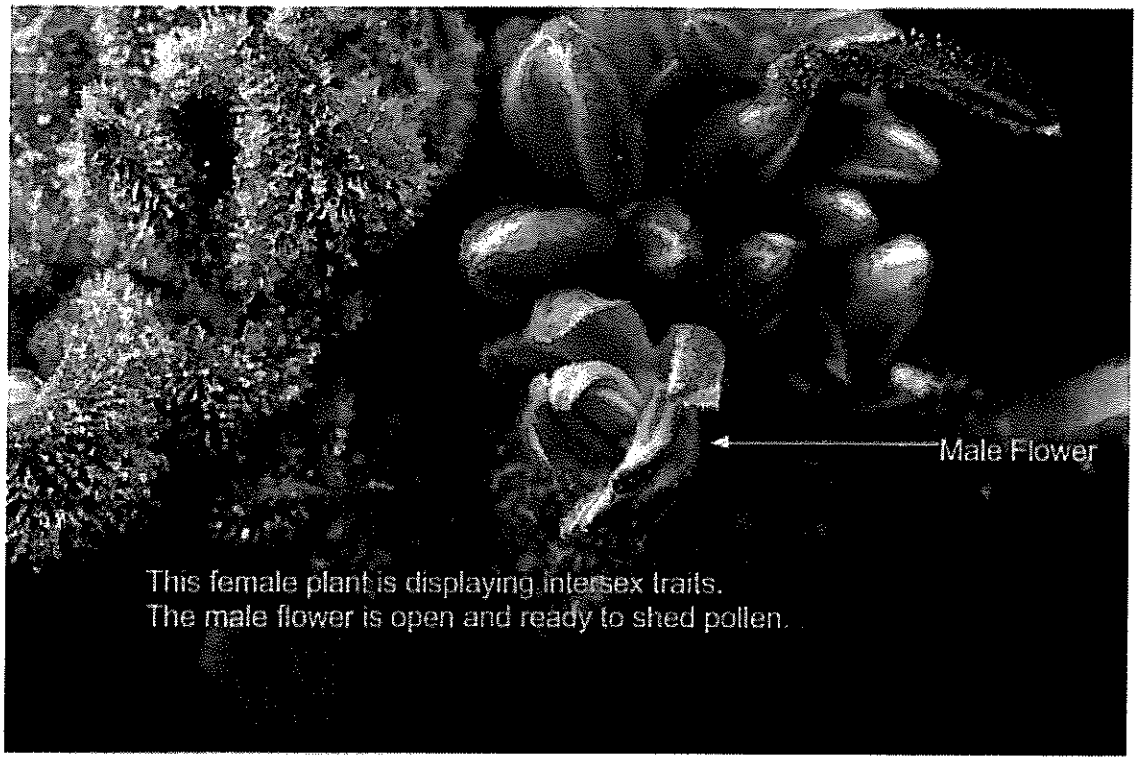
However, over-medicating with tetrahydrocannabinol (THC) in edible or combustion form can cause negative side effects. Patients are at risk of becoming disorientated or even hallucinating along with potential bouts of severe anxiety. Other cannabinoids have a modulating effect on THC, in many cases the other cannabinoids reduce the psychoactive effects of pure THC.

Cannabidiol (CBD) is a non-psychoactive cannabis phytochemical that is important for pain management and/or relief as well as other health related effects. Cannabidiol (CBD) represents anywhere from below one (1) percent up to fifteen (15) percent of dried flower material. In addition, cannabidiol (CBD) alone is not psychoactive and does not contribute to the potential negative side effects of medical cannabis. CBD is seen as a counterbalance to the psychotropic effects caused by THC alone. CBD has been shown to relieve convulsions, inflammation, anxiety, and nausea, and to inhibit cancer cell growth. High CBD varieties like "Charlotte's Web" and "Medicine Woman" have been used by parents and growers in Colorado and in other states with medical marijuana laws in place, to effectively reduce seizures in children without the negative side effects associated with high THC medical cannabis.

Cannabinol (CBN)is a degradation product of THC. There is very little of it in a fresh marijuana plant. CBN content increases as THC degrades in storage and with exposure to light and air. It is only mildly psychoactive and can cause drowsiness, disorientation, and sleepiness in the smoker. During the growth and harvest of cannabis it is vital to avoid damaging the delicate drug containing trichome heads, rough handling during the harvest and processing phases will decrease the amount of trichomes attached to the plant material, further diminishing the quality of the final product.



However, cannabis does have some monecious (intersex) tendencies. It is important to inspect plants regularly for staminate flowers developing among pistillate floral clusters. In seedless Cannabis production these intersex tendencies can wreak havoc. A single petal from a male flower can produce enough pollen to lightly seed an entire room.



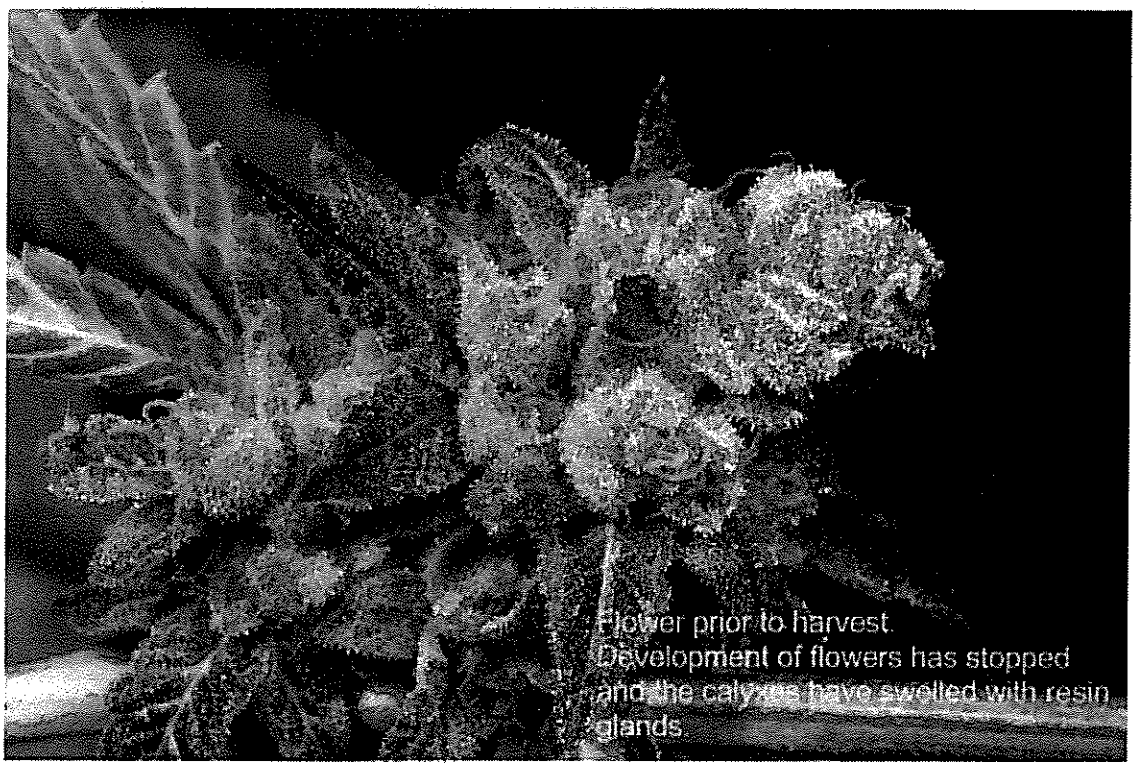
Male flowers will develop a football shaped pre-flower that opens into five pollen shedding petals. Plants that exhibit intersex tendencies are usually seen as a nuisance and are often replaced by plants that are similar or are never replaced. Some "elite" varieties are monoecious to some degree, this varieties are seen as have enough positive traits that outweigh the intersex tendency.

The vegetative period of growth is often viewed as the most important in the lifecycle of the cannabis plant, a cultivator's lack of attention during this critical stage could have damaging consequences on the overall yield and quality of the finished crop. A healthy vegetative crop in a healthy environment mitigates future problems and provides

a measure for future crop health. Cannabis has a myriad of pests in greenhouse and indoor environments.

This stage of the plant's life cycle is defined by the growth and development of stems accompanied by rapidly increasing leaf development. The expanding space between the node spacing and axial branch sites indicate plant maturity and future flower sites. Plants that were improperly cared for during vegetative growth may not show any signs of deficiency or poor health until in flower or post harvest. Where lower yields, pest problems and diminished quality become apparent. Plants begin to flower when day length is changed

As flowering progresses the plant develops more pistillate styles, those groups of flowers or calyx become covered in secretory resin in the form of trichomes. As the plant matures, so do the trichomes.Peak maturation depends on the variety and grower preference as well as a good working knowledge of female cannabis. The intensity of light the flowers are exposed to also facilitates the production of cannabinoids and terpenes on the flowering bracts; recently cannabinoid and terpene content has been consonant with



light intensity and duration given the genotype.

In nature, the female flower produces stalked trichomes as a defense mechanism from intense UV rays and pests. It is the trichome that contains the drugs THC and CBD as

well as the other minor cannabinoid constituents and the terpenoids that make the aromas and the effects. Whether the flowers were being grown for extraction or to be dried and sold; Providing adequate amounts of light not only during the vegetative stages, but the flowering stages as well is key to a successful harvest.

Flowering time and differences between variety-

In cannabis, different varietals will react differently to critical daylength given their region of origin. Equatorial sativas are less susceptible to a change in daylength and flowering is more associated to plant age, whereas, short season indica varieties have adapted to finishing much earlier. With the commercial introduction of indica or C. Afghanica ssp. L, the proliferation of Sativa/Indica (Narrow Leaf Drug x Broad Leaf Drug) hybrids in the 1970's and early 1980's spread across the country. This allowed gardeners the shortened flower times needed to harvest before the police began looking for Cannabis crops.

Even with the hybridization of plant to shorten the flowering period, different plants will demonstrate flowering times that can vary drastically among varieties from 55 days to well over 120 days of required flower time. Hybrids between the two dissimilar biotypes are among the most popular for consumption in the medical markets. However, it should be noted that the short flowering afghanica ssp. types are typically the populations that provide the highly coveted cannabinoid CBD, which has been proven effective in a variety of ailments from appetite stimulation to seizures in children.

Modern drug cannabis is often a polyhybrid constituting multiple types bred together to achieve uniform flowering times around 65-80 days of flowering for easy crop management and rotation. Many of the most sought after varieties are polyhybrid plants propagated only as a clone, some are considered "elite" meaning that the plant has all of the desired traits that the cultivator and consumer require: production time, aroma, color, taste, chemical content (high). Again these traits have been selected for quick crop rotation, with the most scrutiny paid to consumer appeal with regard for visual appeal, aroma and taste.

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This medical garden displays a vast array of the phenotypes in Cannabis

Most modern Cannabis is cultivated via serial cuttings opposed to seed propagation. The difference between the two methods of propagation is minimal, cuttings provide homogenous crops of the same variety. While propagation from seed can provide cultivators with a vast array of phenotypes. Some growers prefer the vast differences in each seed and are less concerned about providing the same cannabis serially via cuttings.

Many of the newer varieties sold by drug cannabis breeders have been selected to provide cultivators with crops of heavy flowers and a high percentage of psychoactive trichomes and terpenophenolic cannabinoids. These improved varieties, depending on the seed breeders selection values. This is important when selecting seeds, as no seed is created equally nor is the pedigree of the seed maker. For this reason, Shift New Mexico will be creating seeds in the belief that a new highly valuable medical variety can be discovered and shared.

To achieve a repeated high quality harvests cultivators must be attentive to all factors of plant growth. Cannabis thrives when the environment has Ideal air flow, water and nutrient exchange, light intensity and the temperatures remain stable. Keeping good records allows a cultivator to learn from their successes and failures, taking detailed notes helps keep track any factors that may have caused any minor changes in the final product, or the spread of disease or pests. Planning the production floor is vital to the

ease and efficiency of workflow. Planting like varieties together by size in early flower and late flower and finishing time makes the act of harvesting much quicker and total plant production averages are totaled with increased ease.

Environment

A tightly controlled environment is the first step to protecting the garden from pests. Maintaining the proper environment gives little opportunity for bugs or mildew to become firmly established; through out flowering the cultivator should keep detailed notes on the garden including the environment, canopy temperature, irrigation frequency, nutrients used and the pH and ppm of the effluent. Checking the high and low of the room and canopy temperatures as well as relative humidity for any inconsistencies that may slow maturation or weaken the plant is vital first step to identifying a potential problem. Cannabis prefers a mild environment with very little variation in temperature from night to day. Maintaining temperature swings will help control excess humidity that may build up when the plants begin to transpire.

Relative humidity represents the amount of water the air can hold with any given temperature. In order for plants to grow they must transpire, this involves "sweating" water vapor out of the stomata. The higher the relative humidity the higher the vapor pressure, this means the plant is reacting to the amount of pressure being exerted on it's leaf surface and it's ability to transpire water vapor into the air. Greenhouse growers have been using the air temperature and humidity to their benefit for many years in hothouse production. Only recently has it's importance in closed environment agriculture been realized and growers have been demonstrating great successes in yield when their air temperatures and relative humidity are in control.

This is referred to as the Vapor Pressure Deficit or VPD. Vapor pressure deficit is the "drying ability" of the air at a given temperature. With regards to VPD in the garden, insight is gained into how the temperature and humidity in the grow room is affecting the plants ability to grow.

The vapor pressure deficit also dictates how the plant translocates nutrients in the plant, if the pressure is too great on the leaf surface magnesium, calcium and potassium will have a difficult time moving to where needed. Worse yet, the plant will be unable to transpire. This can lead to a host of fungal disease and eventually crop loss.

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This chart allows cultivators to make a quick reference to VPD. The orange sections display the ideal vapor pressure deficit, the white is acceptable and the dark blue sections show areas that are too dry and light blue is too humid.

TEMP		RELATIVE HUMIDITY													
°C	°F	100%	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%
15	59	0.0	0.8	1.7	2.5	3.4	4.2	5.1	5.9	6.8	7.6	8.5	9.4	10.2	11.1
16	61	0.0	0.9	1.8	2.8	3.7	4.6	5.5	6.4	7.3	8.2	9.1	10.0	10.9	11.8
17	63	0.0	1.0	2.0	2.9	3.9	4.9	5.8	6.8	7.8	8.8	9.7	10.6	11.6	12.6
18	64	0.0	1.0	2.0	3.1	4.1	5.1	6.2	7.2	8.2	9.3	10.3	11.3	12.4	13.4
19	66	0.0	1.1	2.2	3.3	4.4	5.5	6.6	7.7	8.8	9.9	11.0	12.1	13.2	14.3
20	68	0.0	1.2	2.4	3.5	4.7	5.9	7.0	8.2	9.4	10.6	11.7	12.9	14.0	15.2
21	70	0.0	1.2	2.4	3.7	4.9	6.2	7.4	8.6	9.9	11.1	12.4	13.7	14.9	16.1
22	72	0.0	1.3	2.6	3.9	5.3	6.6	7.9	9.2	10.5	11.9	13.2	14.5	15.8	17.2
23	73	0.0	1.4	2.8	4.2	5.6	7.0	8.5	9.9	11.3	12.7	14.1	15.4	16.8	18.2
24	75	0.0	1.5	3.0	4.5	5.9	7.4	8.9	10.4	11.9	13.4	14.9	16.4	17.9	19.4
25	77	0.0	1.6	3.2	4.8	6.4	8.0	9.5	11.1	12.7	14.3	15.9	17.4	19.0	20.6
26	79	0.0	1.7	3.4	5.1	6.7	8.4	10.1	11.8	13.4	15.1	16.8	18.4	20.1	21.8
27	81	0.0	1.8	3.5	5.3	7.1	8.9	10.7	12.4	14.2	16.0	17.8	19.6	21.3	23.1
28	82	0.0	1.9	3.8	5.7	7.6	9.5	11.4	13.3	15.1	17.0	18.9	20.7	22.6	24.5
29	84	0.0	2.0	4.0	6.0	8.0	10.0	12.0	14.0	16.0	18.0	20.0	22.1	24.1	26.1
30	86	0.0	2.1	4.2	6.4	8.5	10.6	12.7	14.8	17.0	19.1	21.2	23.3	25.4	27.5
31	88	0.0	2.2	4.5	6.7	9.0	11.2	13.4	15.7	17.9	20.2	22.4	24.6	26.9	29.1
32	90	0.0	2.4	4.7	7.1	9.5	11.9	14.2	16.6	19.0	21.3	23.7	26.1	28.4	30.8
33	91	0.0	2.5	5.0	7.5	10.0	12.5	15.0	17.6	20.1	22.6	25.1	27.6	30.1	32.6
34	93	0.0	2.7	5.3	8.0	10.6	13.3	15.9	18.6	21.2	23.9	26.5	29.2	31.8	34.5

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The equation for vapor pressure deficit can be computed using the following formula;

= The saturation vapor pressure in Kilopascals (KPa)

T=(In degrees celcius) the 24 hour average temperature.

Shift NEW MEXICO

Watering Frequency and Timing

Cannabis grows like any other upright annual, yet growers have modified the plant and the nutrient requirements to maximize the amount of psychoactive flower the plant can produce this has been done via the . Growers have different ideas on how and when to feed their plants. As growing styles and plant varieties change so will nutrient and water requirements.Cannabis responds positively to ample light water and CO2 as such, most feed programs are geared to that end. Too much water and too much nutrient can be detrimental to the health of the plant and can lead to a possible fungal disease like damping off or worse fusarium wilt or botrytis.

Most nutrient lines require a buffer in the form of acids that are either base or alkaline. Different growth substrates require different pH ranges for optimal growth, for example, Coco coir has a natural pH of 5.3-6.5pH while the optimal growth occurs around 5.5-6.8pH. With the addition of beneficial bacteria and fungus. Often referred to as "benies" or the "micro-herd" these organisms break down minerals and salts into usable plant nutrients. A healthy root system displays a wide variety of beneficial fungal and bacterial growth. This "micro-herd" have the ability to break material down into a usable form for the plant, but they also act as pesticides. As the microorganisms inoculate the plant they also provide a layer of protection against pathogens that may try to take hold on the leaf surface. Additionally, the microorganisms operate at different pH ranges. This means as the medium dries the pH may increase. This is a result of fungi and bacteria breaking down minerals and organic material into a useable form. The increase in the pH is actually the by-product exudates from the organisms.

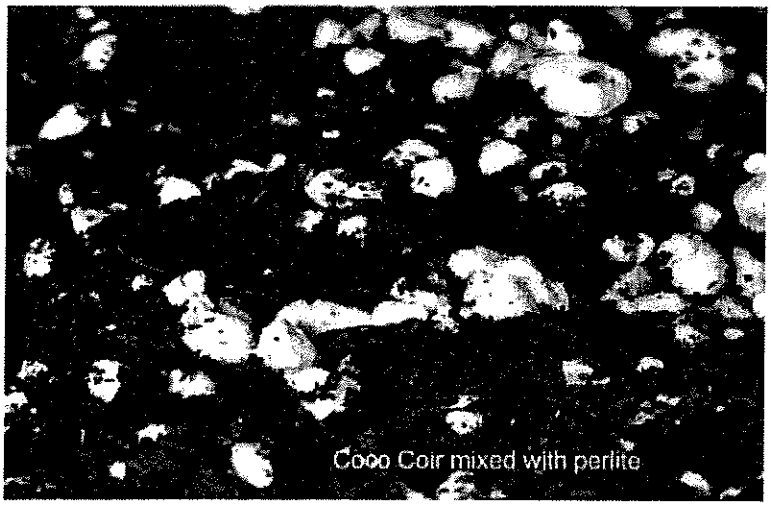
The power of Hydrogen or pH is a measure of the relative concentration of hydrogen ions (H+) to hydroxide ions (OH-). The greater the number of H+ ions in relation to OH- the more acidic the solution becomes. The greater the ratio of OH- ions to H+, the more basic the solution becomes.

PH is measured on a scale of 1-14. A reading below 7 means that there are more H+ ions and a reading above 7 indicates more OH ions. At pH 7 there are the same number of H+ ions as OH- ions so the pH is neutral, neither acid nor base. For many growers it is vital to provide a consistent pH throughout the growth of the plant, while some cultivators will provide foods at different pH ranges to encourage microbial growth.

Cannabis performs the best in mediums with high nutrient content and excellent porosity. Cannabis is considered to be a heavy feeding plant, requiring more nutrients than most crops. Growers have adapted techniques of cultivation to maximize the amount of nutrient the plant has available at any given time.

Drain to waste systems have gained popularity among medical cannabis growers. By allowing excess effluent to be discharged to waste keeps nutrients from precipitating nutrient fixation in the root zone. When certain nutrients become fixated in the soil the

mobility of other nutrients are affected, this can cause nutritional deficiencies that can lead to fungal or pest problems.



Shift NEW MEXICO

RFA B.1

Troubleshooting/FAQ

1. Plants are wilting.
   - Check relative humidity. Humidity may be too low.
   - Inspect medium. Overwatering can cause wilting, similarly under watering will cause wilting as well.
   - Inspect rootzone for Root aphids (Phylloxera). Damage can resemble nutrient deficiency
   - Inspect root crown for fungal infection damping off
2. Looking deficient in nutrients; Yellowing or crispy growth.
   - Humidity is too high.
   - Check root crown for fungal or other pests developing.
   - Check the PPM and pH of the effluent. If ppm and pH are higher in effluent than what was added, Flush plants accordingly until desired effluent is reached.
   - Medium may have dried out
3. New growth is curled at the petiole.
   - Calcium deficient. Calcium + magnesium foliar application.
   - Humidity is too low and needs adjustment
   - High canopy temperature. Check canopy temperature for highs and lows.
4. Yellowing growth and flecking on leaf surfaces
   - Potential insect attack.
   - Inspect for spider mites on leaf underside.
   - Inspect for fungus gnats in soil.
   - Inspect leaf veins for springtails and thrips.

5. Leaves on flowering top rusting, curling and dying back.
   - Flower mold aka "bud rot" has infected flower.
   - Inspect flowers and stems for botrytis.
   - Canopy temperature too high

6. Flowers aren't swelling or bulking
   - Lights are too close to the canopy.
   - Unbalanced nutrient program.
   - Air temperature and relative humidity are not in proper balance.

RFA B.1

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Eight week flower process

Step by step/ Week by week

Week one

After one week of flower most varieties will begin to display pistillate bract development. At this point Cannabis will enter a period growth that is marked by rapid stem elongation and alternating branching patterns. This will be evident by the bud or floral clusters on the apical meristem and along the axial branches. (picture)

At this point clones should be taken, check records for needed clones. If a mother stock is maintained evaluate the age and health of the stock plants. Rotating stock plants keeps crops growing vigorously and disease free.

During the first week of flower super cropping and light deleafing should be carried out. Working upward along the meristem placing the stem in between the forefinger and thumb of a gloved hand, making a twisting or wringing motion.

At the critical point in the twist there will be an audible "snap"or "pop" sometimes it is not audible. In some cases it will be difficult to hear the snap. This sound is the cambium layers along with the plant fibers breaking apart, the plant enters a healing stage. Where the break occurred the plant will develop a callus, the callus will provide additional support for the large flowers as they develop.

The branch should be able to hold its weight after the breakage and in some cases the branch will still be upright or laying down but turned slightly in a different direction.

Within several hours to a day, the plant will regain rapid upright growth with a noticeable callus at the point where the super cropping took place.

Deleafing or thinning will take place during this week. It should be done very lightly, with care taken to open the interior of the plant for more light exposure.

Working from the bottom of the plant and moving up, remove the fan leaf branch(es) at the meristem and petiole where very little light is penetrating beneath the canopy.

Remove a good amount of the fan leaves that are blocking axial bud sites and potentially inhibiting lower interior growth.

Making sure not to remove too many leaves, continually step back while going through the deleafing process in order to observe the newly thinned area(s).

When a plant has been de-leafed or thinned out, many positive responses have been recorded to include yield increases as well as increased cannabinoid content.

Fan leaf removal also has other benefits that correlate to good overall plant health, for example removing older leaves that have begun turn yellow. This is due to use of reserved energy stored in its cells. The color yellow acts a signal to certain pests, and is often found to be the vector area for insect or fungal populations to build.

Daily duties:
Other duties for the first week of flower include, keeping records on climate, irrigation, nutrients used, effluent history.
Any state required paperwork must be completed to maintain compliance.

The crop will receive one foliar feed
(add foliar req)
The crop will be feed with compost tea one time during this week.
(add compost tea recipe)
The crop will be sprayed with fungicide one time this week.
(add fungicide requirements)
The crop will receive a pesticide drench one time this week.
(add drench req)
Scout for male flowers and pests.

Week Two-

Heavy deleafing and bottom pruning. And trellis or staking support should be added.
Keep records, maintain compliance.

The crop will receive one foliar feed
(add foliar req)
The crop will be feed with compost tea one time during this week.
(add compost tea recipe)
The crop will be sprayed with fungicide one time this week.
(add fungicide requirements)
The crop will receive a pesticide drench one time this week.
(add drench req)
Scout for male flowers and pests

Pruning and removing lower plant growth activates the Systemic Acquired Response (SAR) causing the cannabis plant to grow upright and more rapidly. By removing the lower growth that receives quantitatively and qualitatively less light, the energy used to support this slower stem and branch development is freed up and utilized elsewhere in the plant. Some cannabis varieties (most notably C. Afghanica L.) do not respond favorably to lower growth pruning or light deleafing, improved structure is not achieved by these means. Conversely, pruning lower branches on a majority of commercial cannabis hybrid varieties promotes improved structure and growth.

Removing lower stems and branches requires practical experience and a thoughtful mental checklist in order to make the best decision as to whether a branch needs to be removed or not. The following questions are a good place to start when undertaking vegetative cannabis plant pruning:

Does the branch have adequate flower development for the stage of flower it currently is in? Will if form fully if left in tact?
If no, remove the branch at the collar (The point where a branch joins the meristem).
If yes, the branch can stay intact for another evaluation in two weeks.
Does the branch receive an adequate amount of light?
Does the branch reach the canopy?

The total amount of fan leaves and branches removed during the pruning process will vary from plant to plant. There are no set quantitative rules or parameters for plant material removal, rather best practices dictate to slowly prune and continually evaluate until the appropriate amount of plant material has been removed to best suit the cannabis varietal. For example, Afghanica dominant varieties have short internodal space while Sativa dominant varieties have much longer internodal space. These physiological

differences in plant anatomy demand pruning techniques unique to the strain in order to ensure the best outcomes. Attention must be paid to the variety being pruned and techniques must be changed accordingly.

Week Three-

The crop will receive one foliar feed
(add foliar req)
The crop will be feed with compost tea one time during this week.
(add compost tea recipe)
The crop will be sprayed with last fungicide treatment.
(add fungicide requirements)
Change nutrient schedule
keep records, maintain compliance

Week Four-

Scout for changes in morphology, i.e development of male flowers inside of pistillate flowers bracts (intersex traits) and pests.
prune under growth, thin excess fan leaves to expose lower growth to light.
keep records, maintain compliance
change nutrient schedule for longer flowering varieties

Week Five-

thin leaves
Last compost tea for longer flowering strains
scout for male flowers and pests

Week six-
Thin leaves

Week seven-
Thin leaves
Lower humidity

Week eight-

Begin flushing, checking effluent pH and PPM or EC. Effluent should display a reading of 100 ppm by end of the eighth week.
Vegetative plants transplanted two weeks prior to harvest to ease reloading process.
Harvest
Post harvest

RFA B.1

Shift NEW MEXICO

Flower room is cleaned thoroughly and reloaded with vegetative plants recently transplanted.

Pruning Undergrowth & Staking Plants

A very integral part of the cannabis plant's flower cycle is the pruning of undergrowth and the skating and/or supporting of the branches. The Gardener's primary goal when pruning plant undergrowth is to cut off the lower branches that receive little to no light, as well as to remove lower bud sites on long branches that will never fully develop, all the while leaving the tops of these branches in tact to fill out. It is important to keep in mind that when removing the lower bud sites to keep as many fan leaves in place as possible as the fan leaves serve as repositories for the plant to store nutrients. This technique will greatly assist the plant in channeling its growth energy into the tops of the larger branches and thus increase the plant's yield, enlarge the flower size and density, as well as allow the plant to ripen evenly from top to bottom. Ultimately, this process aims to create an even canopy not just for the individual plant, but the entire Flower Room on the whole.

The pruning process is unique and specific for each cannabis plant variety, and until strain familiarity is established, close observation of the plant's flower production is critical to better understand its stalk & branch structure. Though this judgment process takes time to effectively implement, there is plenty of time and opportunity afforded in the garden to practice and hone skills. An important part of pruning and staking plants is noting the length of the internodes. Plants with a long internodal distance generally produce few branches that need to be removed. But due to their overall height, bud sites must be removed to achieve a three (3) foot deep canopy. Examples of cannabis strains that have long internodal distances include the OG Family, Sour Diesel, 707 Headband, Tangerine Haze, as well as most other sativa dominant strains. However, the cannabis strain Blue Dream is an example of a plant that grows tall but does not have long distances between internodes. Therefore, more lower branches and nodes must be removed in order for the plant tops to fill out. In contrast, short slow growing plants with short internodal distance require very little pruning of bud sites and low branches. These strains can however benefit from spreading out the branches with stakes. Examples of cannabis strains that have short internodal distances include Bubba Kush, Puss Kush, Grape Ape, WiFi Alien, Golden Goat, and Happy 10.

Using the appropriate stake height according to the strain that is being handled is an essential aspect of the pruning and staking process. Utilize six (6) foot stakes for cannabis strains such as OG's, Diesels, Blue Dream, Tangerine Haze, or any strain that is close to six (6) feet in height by the beginning of week three (3) in the flower stage. For "in-between" strains, namely hybrid plants that do not stretch out much but are larger than Kush plants, use five (5) foot stakes. Four (4) foot stakes are adequate for Bubba Kush, Puss Kush, Grape Ape, Golden Goat, WiFi Alien, or any other strain that is close to four (4) feet in height by the beginning of week three (3) of the flower stage. Taller cannabis strains require more branches to be staked since long branches will not support the weight of the finished buds. Examples of strains that grow taller include OG's, Diesels, Hazes, and any other strain in the six (6) foot plus range. Shorter growing plants require less structural assistance, as their short stalky branches can support more weight as the harvest approaches.

RFA B.1

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Daily Garden Responsibilities

The cultivation facility is a dynamic work environment with a lot of moving parts from the clone dome shelves to the curing room racks. With this in mind, the cultivation facility is an ever-changing workplace and to be a successful Gardener with productive outcomes an individual must be a highly observant inspector, multi-faceted handyman, flexible co-worker, and an adaptable employee. The overall efficiency of the garden and success of its workers will be determined by the keen ability to hear and see all that the cannabis plant is able to communicate. Each plant stands for the quality and reputation of [Company Name Here] and every rooted stalk, grow room, harvest process, and trim table must be cared for and respected accordingly. This means it's critical to identify garden problems early and to make solving these issues the first priority of every shift.

The Gardeners are entrusted to serve [Company Name Here]'s patients who are in need of high quality medicine with a consistency they can depend on. This is a tremendous responsibility in which a Gardener must take great pride in to ensure positive results. Never forget nor overlook that one of the most gratifying benefits of being a [Company Name Here] Gardener is walking the cultivation facility floor and feeling a tremendous sense of purpose in completing daily tasks. The following outline is meant to serve as a guideline for daily garden responsibilities and should be used as such as cultivation facility workflow processes may be subject to change.

1. Start of Shift Preparation
    a. Employees
        i. Change into clean clothes
        ii. Put on clean shoes
        iii. Wash hands thoroughly
    b. Facility
        i. Turn on water (Note: May not be necessary)
        ii. Check production schedule
        iii. Assemble supplies

2. Veg Room Procedures
    a. Water youngest plants and/or clones first
    b. Water oldest plants and/or clones second
    c. Mix nutrients (Note: Check treatment schedule and/or log, add insect/fungus drench as needed)
    d. Mix Veg reservoir and water starting with clones and young plants, then older plants. (Note: Plants in the first two (2) weeks of veg get half strength nutrients)

3. Clones
    a. Transplant as needed

b. Cut new if needed and document
c. Check the mother/library tray
    i. Prune and cut back plants
    ii. If plants drinking dry everyday, clone and discard (Note: Ensure there are sufficient clones before discarding mother plant)

Before beginning any work in the Flower Rooms, think about your process and objectives, taking into account any previous or ongoing issues. Employee are the number one source of cultivation facility contamination, think about this before walking room to room and continually remain observant during your shift. Catching common garden problems such as powdery mildew, bug damage, and salt build-up early could be the difference in spreading it to other areas of the facility. Noting pot water levels and plant water needs is crucial in up-keeping the overall good health of the cannabis plant. A Gardener should feel confident in leaving a Flower Room for forty eight (48) hours knowing that the plants will have adequate water. By checking every pot in every room, working methodically, relying on instincts, and collaborating with co-workers, watering consistency can be achieved for heavy and light drinking plants, and in time making the task more efficient.

Making efficient use of time during the workday is integral to ensuring all daily tasks are fulfilled and supplies are not needlessly wasted. Furthermore, the Flower Rooms are not only the largest rooms within the cultivation facility, but also the rooms that contain plants in their most critical lifecycle stage. For these reasons and more entering and exiting should be done minimally and thoughtfully. When beginning the Flower Room watering process, record the room(s) that require water and approximate the amount in gallons on a notepad. With this information readily available, combining rooms and minimizing extra nutrient mixes will now be possible and any extra reservoirs can be used the following day. However, please note that any nutrient mix(es) must be used within forty eight (48) hours and that any unlabeled reservoirs will be discarded by the Garden Manager.

4. Flower Room Procedures
    a. Check all trays for watering needs
    b. Take notes on required adjustments to the feed chart
        i. Plant deficiencies
        ii. Salt build-up
        iii. Calcium deficiencies
        iv. Presence of Iron
        v. Root drenches
    c. Mix Flower reservoir
        i. Water early flowering plants first
        ii. Water late flowering plants second
        (Note: 7 gallon pots can take up to 1 gallon of water, 5 gallon pots can take up to 3 liters of water. But, amount will vary based on weight of pot and recent trends)

d. Inspect plants while watering
    i. Bug damage
    ii. Powdery mildew and/or mold
    iii. Salt build-up
    iv. Any other noticeable issues

5. General Garden Responsibilities
    a. Temperature Gauges
        i. Check maximum and minimum recordings in The Flower and Veg Room(s)
        ii. Reset thermometers in rooms entered daily
        iii. Adjust environments as needed (Note: double check mini-split settings and A/C programming)
    b. Inspect CO2
        i. Timers
        ii. Output Devices
        iii. Helios Timers
    c. Fill all water reservoirs

6. End of Shift Tasks
    a. Sweep and mop work area
        i. Use Physan 20 water for mopping
    b. Turn off computer
    c. Turn off ALL work area lights (Note: Leaving work area lights on may cause light leak into plant rooms)
    d. Turn off water (Note: May not be necessary)
    e. Lock doors
    f. Set alarm

RFA B.1

Shift CANNABIS CO.

Harvest Day Process

The cannabis plant is ready for harvesting after it has completed its final stage of flowering, which is generally eight (8) to ten (10) weeks after the plant has started to flower. At the culmination of this stage, all the desired traits of a healthy cannabis plant such as a fragrant bouquet aroma, pistols presenting with the desired red and orange color hues, trichomes developing a milky/cloudy appearance from their initial white presentation, and most importantly, THC and CBD are at their peak levels.

Before the day of the harvest, it is highly important that the Harvest Manager is in communication with the Retail Cannabis Center Manager in order to set expectations regarding the strains that will be coming in as well as the quantity and quality of those strains. On the day of harvest, the Harvest Manager will arrive to the cultivation center before the Trim Crew to do all of the preparatory legwork to ensure an efficient workflow. It is critical to the overall harvest process that the Harvest Manager keeps the Trim Crew's focus narrow and productive. A crucial aspect of ensuring high-quality outcomes as well as general workplace safety is the preplanning by the Harvest Manager. The Harvest Manager's preparatory tasks are as follows:

1. Trimming Workstation Set-up
    a. Set-up all tables
    b. Prep trimmer workstations at table(s)
    c. Assemble all necessary equipment
        i. Gloves
        ii. Trim bins
        iii. Scales
        iv. Scissors (Note: Rarely used at this stage, hand-plucking implemented)
        v. Hanging racks for drying
        vi. Trash Receptacles

2. De-staking of Harvest Plants (Also known as De-trellising)
    a. First batch of plants removed from Flower Room
    b. Weigh and record
    c. Plants broken down into sizeable parts
    d. Separated out by strain (Note: Integral for waste recording, organization, and potential contamination)
    e. Place at trim table workstations

3. Record Keeping Forms Prepared
    a. Filled out as plants are continually taken down
    b. After harvest, info is added to state reporting software

RFA B.1

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Once the Harvest Manager is finished setting up the plant harvest workstations and surrounding area (s), the Trim Crew should be arriving for the day. If the Trim Crew happens to have new employees, the Harvest Manager will give them an orientation to the cultivation facility. Before the harvest work is to begin, the Harvest Manager will meet with the entire Trim Crew to have a pre-harvest meeting. During this meeting, the Harvest Manager will communicate integral information to the trimmers regarding the day's work. This meeting should cover the following topics:

1. Plant/Strain Health
    a. Close inspection and observation for potential problems

2. Plant/Strain Considerations
    a. Hand-plucking
    b. Trimming tighter

3. Quality Assurance
    a. Expectations regarding speed
    b. Standards for weight
    c. Hand-plucking technique (Note: Hand-plucking at this stage implemented so more of the undesired plant material such as stems, burnt leaves, and fan leaves, is removed. Removing these plant parts will cause more moisture to be removed as well, preemptively advancing the trim process)

Once the harvest has begun, it is the Harvest Manager's responsibility to continually de-stake (de-trellis) plants and move them from the Flower Room to the trimmer workstations. Because the harvest process involves the Flower Room(s), Cultivation Facility Work Room(s), and the Dry/Cure Room, it is critical for the Harvest Manager to schedule their activities accordingly with the rest of the cultivation facility staff. During this process, the Harvest Manager will also be in communication with either the Head Gardener(s) and/or Assistant Gardener(s) in order to coordinate respective workflow logistics and obligations. In addition to managing the workflow of the harvest, the Harvest Manager will also regularly record and document strain batches, weights, and waste amounts to be input into the state reporting software once the harvest is complete. The duration of the harvest can vary from two (2) to four (4) hours to as long as eight (8) hours, all depending on the quantity of plants being harvested, the overall condition of the plants being harvested, and the size of the trim crew processing the harvest. Once the plant portion of the harvest is complete, the Harvest Manager will input all harvest amounts into the state reporting software and the Trim Crew will move on to the clean up phase and complete the following tasks:

1. Trimming Workstation Break Down
    a. Clean up trimmer workstations at table(s)
    b. Break down all table(s)
    c. Wipe clean all used equipment

d. Empty trash receptacles (Note: record waste amounts according to

2. Clean Harvested Flower Room
    a. Clean lense on both sides
    b. Wipe down hoods with Physan 20
    c. Wipe down cords and CO2 tubing with Physan 20
    d. Spray floor, walls, and door with Physan 20 in atomizer
    e. Wipe down all surfaces after spraying atomizer
    f. Open all fans and clean with Physan 20
    g. Wipe down ballasts with Physan 20 and a non-soaking rag
    h. Record minisplit setting, then turn off, remove filters, and shake off dust
    i. Spray minisplit with Physan 20 (Note: Wait thirty (30) minutes to restart)
    j. Mop floor
    k. Ensure all overhead lights are turned off

It is at this stage of the day and process that the entirety of the harvest is complete. Now is the time when the Trim Crew will be wrapping up, completing final directives, and leaving for the day while the Harvest Manager remains on site to lock and secure the cultivation facility.

RFA B.1

Shift CANNABIS CO.

Compost Tea Recipes

The purpose of brewing beneficial compost tea is to replenish the microbes located within the planting medium (soil, coco, etc.). The microbes will then feed off of the introduced molasses, which will serve as the primary sugar source, thus making the molasses an integral ingredient to the compost tea. The diverse beneficial bacterias present will help boost the cannabis plant's immune system as well as provide protection against various waterborne and airborne plant diseases. The liquid compost tea will provide partial organic matter to help better build the planting medium environment. The insect frass contains the only plant-available form of Chitin, which will strengthen the cell walls overall and assist in protecting the plant against opportunistic bug and mold attacks. Compost tea should be fed to cannabis plants in the Vegetative and Flower stages during weeks one through six (1 – 6) at a frequency of once a week. Teas need to be made a day or two before and the day of feeding and then delivered the day of feeding as well as the following day. It is extremely critical for overall plant health maintenance that all equipment utilized is sanitized before brewing any and all teas.

Vegetative Tea

**It is very important to always ensure that all equipment that is to be used is sanitized before beginning the compost tea brewing process.

Step by Step Process

1.) Fill a clean bucket with thirty (30) gallons of spring/de-chlorinated water
2.) Add 150 milliliters molasses
3.) Adjust pH to between 6.5 – 7.0
4.) Add 80 grams Colonize AG or 120 grams Veganic Special Sauce (alternate weekly)
5.) Add half (1/2) cup baseline liquid compost

Fill the stocking with:

Earthworm Castings	Four (4) Cups
Alfalfa Meal	Two (2) Cups
Insect Frass	Half (1/2) Cup
Kelp Powder	One (1) Tablespoon
Humic Acid Powder	One (1) Tablespoon
Budswell Dry Guano	Four (4) Tablespoons

**Allow the compost tea to brew with airstones for twenty four to forty eight (24 – 48) hours before use. The brewing timeframe may vary depending on the current season, water temperature, and room environment.

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Vegetative Tea Dilution Recipe (5 Gallons of tea to 35 gallons of water)

Vegetative Tea (from above)	Five (5) Gallons
Mykos	One (1) Cup
Azos	Quarter (1/4) Cup (Vegetative Stage Only)
Aminos	120 Milliliters (3 mL/Gallon)
CaMg	200 Milliliters (5 mL/Gallon)

**Application Rates: Plants in the vegetative stage only need a splash of the compost tea and clones do not need compost tea at all. In the vegetative stage one third (1/3) liter of compost tea should be used for small pots and two thirds (2/3) liters of compost tea per two and a half (2.5) gallon pots. In the flower stage, one to three (1 – 3) liters of compost tea should be used per seven (7) gallon pots and three (3) liters for very dry, moisture deprived pots.

RFA B.1

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Foliar Feeding Charts

Veg Stage Mix – 1 Gallon

H&G Magic Green	5 mL (1 Tsp)
Kimitec Tundra Mix	8 mL
Bio AG Ful Power	15 mL (1 Tbsp)
Dyna-Gro Protekt	2.5 mL
Epsom Salt	5 mL (1 Tsp)
Kimitec Caos	6 mL
Cocowet	2.5 mL

Target pH: 6.0 to 6.2

Veg rooms/spaces with an area of roughly six hundred fifty (650) square feet will normally require a gallon (plus or minus) to thoroughly foliar feed the plants, leaving them evenly covered but not dripping. It is important to ensure that all fans and lights (use overhead lights) are turned off before the foliar feeding process begins. Once foliar feeding is complete, wait thirty (30) minutes (or until the plants are sufficiently dry) before turning back on any and/or all lights and fans (remember to turn off overhead lights).

Flower Stage Mix – 1 Gallon

B'cuzz Foliar	20 mL
Bio AG Ful Power	15 mL (1 Tbsp)
Epsom Salt	5 mL (1 Tsp)
Kimitec Caos	6 mL
Cocowet	2.5 mL

Target pH: 6.0 to 6.2

Flower rooms/spaces with an area of roughly two thousand two hundred (2,200) square feet will normally require a liter (plus or minus) for every four (4) lights to thoroughly foliar feed the plants, leaving them evenly covered but not dripping. It is important to ensure that all fans and lights (use overhead lights) are turned off before the foliar feeding process begins. Once foliar feeding is complete, wait thirty (30) minutes (or until the plants are sufficiently dry) before turning back on any and/or all lights and fans (remember to turn off overhead lights).

Early Flower Cal/Mag Deficiency Mix – 1 Gallon

RFA B.1

Shift CANNABIS CO.

Bio AG Ful Power	15 mL (1 Tbsp)
Epsom Salt	5 mL (1 Tsp)
Kimitec Caos	6 mL
Cocowet	2.5 mL

Target pH: 6.0 to 6.2

RFA B.2

Shift NEW MEXICO

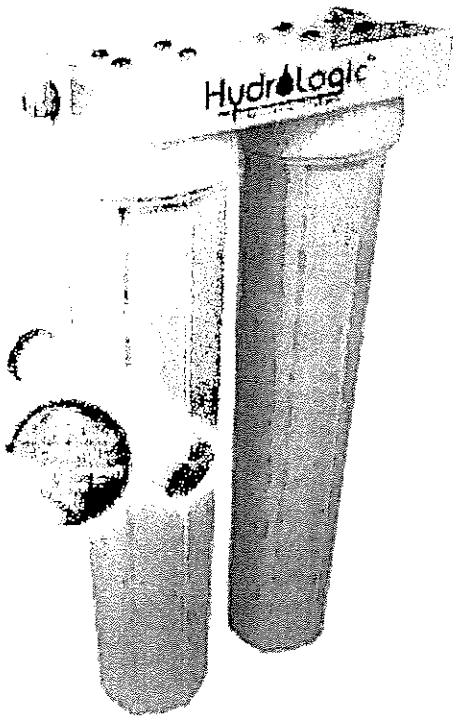
2.

We will be drawing from the Santa Fe County water main for our water source. To remove excess chlorides for the water, a Hydro-Logic® Tall Boy™ sediment filtration system will be installed. This will remove up to 90% of the sediment larger than five microns. The removal of excess chlorides ensures a vibrant population of beneficial microorganisms in the root system making for more efficient nutrient uptake and cleaner effluent. Filtered water will be held in 275 gallon intermediate bulk containers (IBC) made of plastic composites, will be white or opaque in color with a steel cage surrounding the plastic container. Water will be transferred to either IBC Nutrient solution containers or into Brute 44 gallon grey plastic waste bins with rolling casters.

RFA B.2

TALLBoy™

De-Chlorinator & Sediment Filter



User Manual

HydroLogic™
PURIFICATION SYSTEMS

Description:

Don't give your outdoor plants straight hose water! This filter unit is rated at up to 99% chlorine removal @ 2GPM flow and can clean up to 90% of the sediment particles above 5 microns. ***This filter is not designed to significantly lower the Parts Per Million (PPM) of your water.***

4) Next, take the other 5 ft. length of tubing and insert that into the "outlet" side of the **Tall Boy™-Outdoor.**

RFA B.2

5) Before using your filter you will need to flush out any carbon fines or particles from the unit. Flush for 5 minutes, letting that water go to waste

6) Now you can hook up your garden hose to the brass male garden hose connector and push the other end of this connector into the open end of the outlet tubing.

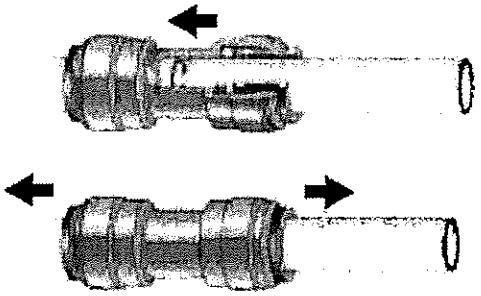
You are now ready to use your system.

Precautions:

- *When first installing the unit and turning the feed water on, do so slowly to allow both filter housings to fill with water completely. When you see filtered water flowing from the outlet tubing you can then turn the feed water on all the way. Flush the carbon fines and any particles out of the unit for at least 5 minutes, letting this go to waste, before using the filtered product water.*
- *Protect unit against freezing to prevent cracking of the filter housing and water leakage.*
- *Keep out of direct sun light or high intensity lights. This will degrade the housing and fittings over time. It's best the unit in complete shade or place a cover over it for protection. This will keep the unit is better condition longer.*
- *Do not drop or place heavy objects on top of unit.*
- *Do not install unit where incoming pressure may be more than 125 psi or there is excessive water hammer problems. If unsure, check the pressure with a hose spigot pressure gauge, available at your dealer or most hardware stores.*
- **When replacing filter cartridges use filter wrench to remove housing. Do not use the wrench to tighten. Hand tighten the housings only. Take care not to over tighten.**
- *Do not install where leakage or failure may cause damage to your personal property.*

Push In/Quick Connect Fittings:

Connecting Push-In Fittings:



Push tube firmly into the fitting, all the way to tube stop. The collet (gripper) has stainless steel teeth which hold the pipe firmly in position whilst the 'O' Ring provides a permanent leak proof seal. Pull tubing to check for security. If some tube pulls out, then push all the way in again until it stops.

It is good practice to test the system prior to leaving site and/or before use.

Dis-connecting Push-In Fittings:

RFA B.2

GreenBlock™ FX-CL2 Carbon Block Filter

Filtrex Technologies is proud to be the first carbon block manufacturer to use NSF61listed **greencarbon™** developed by **Global ECOCARB Pvt Ltd.** This high performance coconut shell carbon is manufactured using a patented process that ***significantly reduces harmful Green House Gas Emissions.***

FX-CL2 greenblock™ are made using high performance coconut shell greencarbon™ having more micro pores compared to other types of carbon and a unique binder system delivering a product with superior adsorption capacity and kinetic dynamics.

This combination of high performance carbon, unique binders and proprietary manufacturing processes delivers exceptionally low pressure drop, high dirt holding capacity and excellent contaminant reduction. FX-CL2 greenblock™ are ideal for a wide range of POU, POE, commercial and industrial applications.

Features & Benefits:

- **10mm Nominal Filtration**
- **No Release of Carbon Fines**
- **Exceptionally Low Pressure Drop**
- **Manufactured from NSF Std 61 Certified Coconut Shell greencarbon™**
- **Performance Validated by WQA***
- **NSF Certified for Material Safety - Standard 42**
- **Industry Leading Performance at a Competitive Price**

** FX-CL2 tested by the Water Quality Association for chlorine removal and particulate reduction Class II as per ANSI/NSF Standard 42 protocols*

The Filtrex Advantage:

- **WQA and NSF Certified**
- **Environmentally Friendly**
- **More Carbon Surface Area**
- **Industry Leading Performance**

Notes:

- Performance claims are based on independent lab results and manufacturer's internal test data
- Actual performance is dependent on influent water quality, flow rates, system design and applications. Your results may vary
- Micron ratings based on 85% or greater removal of a given particle size
- Estimated capacity using 2ppm free chlorine with greater than 90% reduction
- Performance data has not been tested or validated by NSF
- Flush new cartridges until water runs clear prior to use

WARNINGS:

Do not use with water that is microbiologically unsafe or of unknown quality without adequate disinfection before or after the system.

Limited Liability: Filtrex Technologies makes no warranties of any kind, expressed or implied, statutory or otherwise and expressly disclaims all warranties of every kind, concerning the product, including, without limitation, warranties of merchantability and fitness for a particular purpose, except that this product should be capable of performing as described in this product's data sheet. Filtrex Technologies obligation shall be limited solely to the refund of the purchase price or replacement of the product proven defective, is Filtrex Technologies sole discretion. Determination of suitability of this product for uses and applications contemplated by Buyer shall be the sole responsibility of Buyer. Use of this product constitutes Buyer's acceptance of this limited liability.

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HydroLogic™
PURIFICATION SYSTEMS

370 Encinal Street
Suite 150
Santa Cruz, CA
95060

ph: 888.426.5644
fax: 831.336.9840

info@hydrologicsystems.com
www.hydrologicsystems.com

Built in USA

Earth-friendly Company

Printed on 100% post-consumer material

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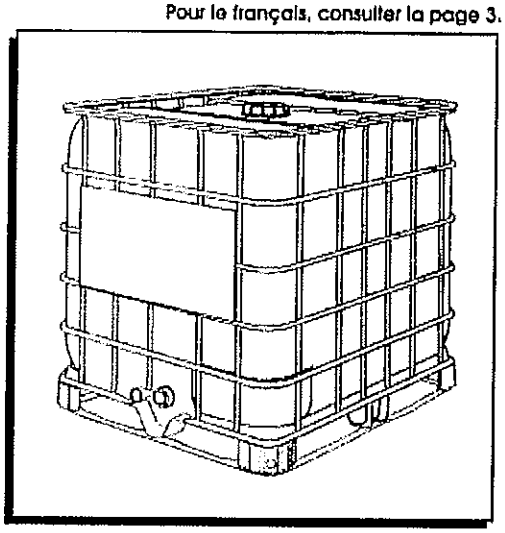
Para Español, vea página 2.
Pour le français, consulter la page 3.

ULINE H-3886, H-4420
IBC TANKS

1-800-295-5510
uline.com



CLOSURE SPECIFICATIONS

1. 2" plug in 6" fill port cap must be torqued to 15 ft.-lbs.

   ☞ NOTE: Do not remove this plug. Filling should be done through 6" opening.

2. 6" fill port cap must be torqued to 75 ft.-lbs.
3. Valve must be torqued to 55 ft.-lbs.

CAP DESCRIPTION	TORQUE
6" Fill Port	75 ft-lbs.
2" Plug	15 ft-lbs.
Valve	55 ft-lbs.

RFA B.3

Shift NEW MEXICO

3.

The facility will incorporate the use of an organic IPM (Integrated pest management) strategy. All products to be used in the production of cannabis will carry a signal word no higher than "Caution Category III." The use of any pesticide in the growth of cannabis shall be in accordance with the New Mexico Pesticide Control Act, Section 76-4-1 et seq., NMSA 1978, and associated regulations. [7.34.4.11 NMAC - N] All spray applications will strictly follow product label directions and adhere to State and Federal use guidelines. All necessary PPE will be provided for the safety of applicators, including: chemical resistant coverall suits, gloves, goggles and NIOSH/MSHA TC-23C respirator.

Employees are required to familiarize themselves with the provided MSDS. MSDS material will be located near entrance for fire department, as well in a common employee area clearly labeled and all employees will be notified of its location. MSDS sheets will be updated regularly if any products used in the facility change. Employees not involved with the act of spraying will be warned verbally and by way of posted signage 3 days prior to application, about all necessary information regarding the spray application: REI, application time, chemicals used, early entry requirements, and safe entry period. Signs will remain posted for 3 days after application. All managers and employees will have to fully understand and comply with New Mexico State Department of Agriculture rules and regulations, as well as EPA worker protection safety standards and attend yearly educational seminars.

RFA B.3

Evolutionary Extractions, Inc.

Natural Product Carrier
SM-90
Health & Safety Data Sheets

SECTION 1 - IDENTIFICATION OF PREPARATION

Product name:
SM-90

Item ID:
SM-90

Application:
Hydroponic Solutions

Manufacturer Identification:
Evolutionary Extractions, Inc.
19292 60th Ave
Surrey, BC V3S 8E5 Canada

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

Chemical characterization:
pH 9.2
Solute in water

Chemical composition:
Natural plant oils

SECTION 3 - HAZARD IDENTIFICATION

N/A

SECTION 4 - FIRST AID MEASURES

Eye contact:
Irrigate thoroughly with water. If discomfort persists, obtain medical attention.

Skin contact:
Wash off throughly with water & soap

Ingestion:
Wash out mouth thoroughly with water.
In severe cases obtain medical attention.
Do not induce vomiting

Inhalation:
N/A

SECTION 5 - FIRE FIGHTING MEASURES

Special risks:
N/A

Fire extinguisher:
N/A

Special fire fighting precautions:

None

RFA B.3

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MATERIAL SAFETY DATA SHEET

Syngenta Crop Protection, LLC
Post Office Box 18300
Greensboro, NC 27419

In Case of Emergency, Call
1-800-888-8372

1. PRODUCT IDENTIFICATION

Product Name: **SUBDUE GR** Product No.: A9603A

EPA Signal Word: Caution

Active Ingredient(%): Mefenoxam (1.0%) CAS No.: 70630-17-0 & 69516-34-3

Chemical Name: (R,S)-2-[(2,6-dimethylphenyl)-methoxyacetylamino]-propionic acid methyl ester

Chemical Class: Phenylamide Fungicide

EPA Registration Number(s): 100-794 **Section(s) Revised: 3**

2. HAZARDS IDENTIFICATION

Health and Environmental

Toxic if inhaled. May be harmful in contact with skin. Causes mild eye and skin irritation.

Hazardous Decomposition Products

None known.

Physical Properties

Appearance: Reddish-brown granules

Odor: Sweet aromatic

Unusual Fire, Explosion and Reactivity Hazards

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Material	OSHA PEL	ACGIH TLV	Other	NTP/IARC/OSHA Carcinogen
Crystalline Silica, Quartz and Cristobalite	10 mg/m³/(%SiO2+2) (respirable dust)	0.025 mg/m³ (respirable silica)	0.05 mg/m³ (respirable dust) **	IARC 1; ACGIH 1
Attapulgite Clay	Not Established	Not Established	2 mg/m³ TWA *	IARC 2B
n-Methylpyrrolidone (< 5%)	Not Established	Not Established	10 ppm TWA, Skin ****	No
Mefenoxam (1.0%)	Not Established	Not Established	10 mg/m³ TWA ***	No

* recommended by manufacturer

** recommended by NIOSH

*** Syngenta Occupational Exposure Limit (OEL)

**** Recommended by AIHA (American Industrial Hygiene Association)

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.
Syngenta Hazard Category: C, S

4. FIRST AID MEASURES

RFA B.3

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THIS PRODUCT.

FOR COMMERCIAL APPLICATIONS AND/OR ON-FARM APPLICATIONS CONSULT THE PRODUCT LABEL.

Ingestion:	Prevent eating, drinking, tobacco usage and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.
Eye Contact:	Where eye contact is likely, use dust-proof chemical goggles.
Skin Contact:	Where contact is likely, wear chemical-resistant gloves (such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinyl chloride [PVC] or Viton), coveralls, socks and chemical-resistant footwear.
Inhalation:	A particulate filter respirator may be necessary until effective engineering controls are installed to comply with occupational exposure limits. Use a NIOSH certified respirator with any R, P or HE filter.
	Use a self-contained breathing apparatus in cases of emergency spills, when exposure levels are unknown, or under any circumstances where air-purifying respirators may not provide adequate protection.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Reddish-brown granules
Odor:	Sweet aromatic
Melting Point:	Not Available
Boiling Point:	Not Applicable
Specific Gravity/Density:	38 lbs/ft^3
pH:	7 - 9 (1% solution in H2O @ 77°F (25°C))

Solubility in H2O

Mefenoxam:	26 g/l @ 77°F (25°C)

Vapor Pressure

Mefenoxam:	2.5 x 10(-5) mmHg @ 77°F (25°C)

10. STABILITY AND REACTIVITY

Stability:	Stable under normal use and storage conditions.
Hazardous Polymerization:	Will not occur.
Conditions to Avoid:	None known.
Materials to Avoid:	None known.
Hazardous Decomposition Products:	None known.

11. TOXICOLOGICAL INFORMATION

Acute Toxicity/Irritation Studies (Finished Product)

Ingestion:	Oral (LD50 Rabbit) :	> 5000 mg/kg body weight
Dermal:	Dermal (LD50 Rat) :	> 2000 mg/kg body weight
Inhalation:	Inhalation (LC50 Rat) :	0.776 mg/l air - 4 hours
Eye Contact:	Minimally Irritating (Rabbit)	
Skin Contact:	Slightly Irritating (Rabbit)	
Skin Sensitization:	Not a Sensitizer (Guinea Pig)	

Reproductive/Developmental Effects

Mefenoxam: None observed.

14. TRANSPORT INFORMATION

RFA B.3

DOT Classification
Ground Transport - NAFTA
Not regulated.

Comments
Water Transport - International
Not regulated.

Air Transport
Not regulated.

15. REGULATORY INFORMATION

EPCRA SARA Title III Classification

Section 311/312 Hazard Classes: Acute Health Hazard

Section 313 Toxic Chemicals: n-Methylpyrrolidone (< 5%) (CAS No. 872-50-4)

California Proposition 65
Not Applicable

CERCLA/SARA 302 Reportable Quantity (RQ)
None

RCRA Hazardous Waste Classification (40 CFR 261)
Not Applicable

TSCA Status
Exempt from TSCA, subject to FIFRA

16. OTHER INFORMATION

NFPA Hazard Ratings		HMIS Hazard Ratings			
Health:	2	Health:	1	0	Minimal
Flammability:	1	Flammability:	1	1	Slight
Instability:	0	Reactivity:	0	2	Moderate
				3	Serious
				4	Extreme

For non-emergency questions about this product call:

1-800-334-9481

Original Issued Date: 9/2/1997
Revision Date: 7/20/2011 Replaces: 7/14/2010

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein.

End of MSDS

RFA B.3

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MATERIAL SAFETY DATA SHEET

Syngenta Canada Inc.
140 Research Lane, Research Park
Guelph, ON N1G 4Z3

In Case of Emergency, Call 1-800-327-8633 (FAST MED)

Date of MSDS Preparation (Y/M/D): 2014-12-31

Supersedes date (Y/M/D): 2011-12-31

MSDS prepared by:
Department of Regulatory & Biological Assessment
Syngenta Canada Inc.

For further information contact:
1-87-SYNGENTA (1-877-964-3682)

SECTION – 1: PRODUCT IDENTIFICATION

Product Identifier: **SWITCH® 62.5WG Fungicide** Formulation No.: A9219B
Registration Number: 28189 (Pest Control Products Act)
Chemical Classes: A mixture of pyrimidine derivative and substituted benzodioxalcarbonitrile fungicides.

Active Ingredient (%): Cyprodinil (37.5 %) CAS No.: 121552-61-2
Chemical Name: 4-Cyclopropyl-6-methyl-N-phenylpyrimidiamine.
Chemical Class: A pyrimidine derivative fungicide.

Active Ingredient (%): Fludioxonil (25.0 %) CAS No.: 131341-86-1
Chemical Name: 4-(2,2-difluoro-1,3-benzodioxol-4-yl)-1H-pyrrole-3-carbonitrile.
Chemical Class: Substituted benzodioxalcarbonitrile fungicide

Product Use: Switch 62.5WG is water dispersible solid granular fungicide that is mixed with water and sprayed on fruit and vegetable crops for the control of certain diseases. For further details please refer to product label.

SECTION – 2 : COMPOSITION/INFORMATION ON INGREDIENTS

Material	OSHA PEL	ACGIH TLV	Other	NTP/IARC/OSHA Carcinogen	WHMIS†
Diatomaceous Earth (CAS No. 61790-53-2)	80 mg/m³/%SiO_2 (20 mppcf) TWA	Not Established	6 mg/m³ TWA (respirable) **	IARC 3	Not Established
Fludioxonil	Not Established	Not Established	10 mg/m³ TWA***	No	Not Established
Cyprodinil	Not Established	Not Established	7 mg/m³ TWA***	No	Not Established

** Recommended by NIOSH
*** Syngenta Occupational Exposure Limit (OEL)
† Material listed in Ingredient Disclosure List under Hazardous Products Act.

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.
Syngenta Hazard Category: B

SECTION – 3: HAZARDS IDENTIFICATION

Symptoms of Acute Exposure

May be irritating to eyes and skin.

RFA B.3

decontaminated. Water runoff can cause environmental damage. Contain run-off water with, for example, temporary earth barriers.

Sensitivity to explosion by mechanical impact: No.

Sensitivity to explosion by static discharge: No.

SECTION – 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions: Make sure all personnel involved in the spill cleanup follow good industrial hygiene practices. A small spill can be handled routinely. Use adequate ventilation and equipment and wear clothing as described in Section 8 and/or the product label.

Procedures for dealing with release or spill: Control the spill at its source. Contain the spill to prevent from spreading or contaminating soil or from entering sewage and drainage systems or any body of water. Clean up spills immediately, observing precautions outlined in Sections 7 and 8. Scoop or sweep up material and place into a disposal container. Wash area with detergent and water. Pick up wash liquid with additional absorbent and place into compatible disposal container. On soils, skim off the upper contaminated layer and collect for disposal. Once all material is cleaned up and placed in a disposal container, seal container and arrange for disposal. Spillages or uncontrolled discharges into watercourses must be reported to the appropriate regulatory authority.

SECTION – 7: HANDLING AND STORAGE

Handling practices: A fine powder of this material is capable of forming flammable dust clouds in air, which, if ignited, can produce a dust cloud explosion. Flames, hot surfaces, mechanical sparks and electrostatic discharges can serve as ignition sources for this material. Electrical equipment should be compatible with the flammability characteristics of this material. The flammability characteristics will be made worse if the material contains traces of flammable solvents or is handled in the presence of flammable solvents.

KEEP OUT OF REACH OF CHILDREN. Avoid exposure to dust. Prevent eating, drinking, tobacco use, and cosmetic application in areas where there is a potential for exposure to the material. After work, rinse gloves and remove protective equipment. Wash hands thoroughly with soap and water after handling, and before eating, tobacco use, drinking, or using the toilet. Wash contaminated clothing before re-use and separate from household laundry. Keep containers closed when not in use. Protect product, wash or rinse water, and contaminated materials from uncontrolled release into the environment, or from access by animals, birds or unauthorized people.

Appropriate storage practices/requirements: Store in original container only in a well-ventilated, cool, dry, secure area. Protect from heat, sparks and flame. Protect from sun and humidity. Do not expose sealed containers to temperatures above 40 °C. Keep separate from other products to prevent cross contamination. Rotate stock. Clean up spilled material immediately.

National Fire Code classification: Not applicable.

SECTION – 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Applicable control measures, including engineering controls: This product is intended for use outdoors where engineering controls are not necessary. If necessary, ensure work areas have ventilation, containment, and procedures sufficient to maintain airborne levels below the TLV. Warehouses, production area, parking lots and waste holding facilities must have adequate containment to prevent environmental contamination. Provide separate shower and eating facilities.

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION, PACKAGING AND USE OF THIS PRODUCT.

CONSULT THE PRODUCT LABEL FOR COMMERCIAL APPLICATIONS AND/OR ON-FARM APPLICATIONS.

Personal protective equipment for each exposure route:

General: Avoid breathing dust, vapours or aerosols. Avoid contact with eye, skin and clothing. Wash thoroughly with soap and water after handling and before eating, drinking, applying cosmetics, or handling tobacco.

INGESTION:	Do not eat, drink, handle tobacco, or apply cosmetics in areas where there is a potential for exposure to this material. Always wash thoroughly after handling.
EYES:	Where eye contact is likely, use chemical splash goggles. Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower.
SKIN:	Where contact is likely, wear chemical-resistant (such as nitrile or butyl) gloves, coveralls, socks and chemical-resistant footwear. For overhead exposure, wear chemical-resistant headgear.

RFA B.3

Reproductive/Developmental Effects

Cyprodinil Technical: No teratogenic potential was detected with cyprodinil in tests with rats and rabbits. No effects on reproductive performance of rats were detected.

Fludioxonil Technical: Delayed development at doses causing maternal toxicity.

Chronic/Subchronic Toxicity Studies

Cyprodinil Technical: Liver, kidneys and thyroid effects at high doses.

Fludioxonil Technical: Liver and kidney toxicity high dose levels.

Carcinogenicity

Cyprodinil Technical: Not carcinogenic in studies with rats and mice. Designed as class E "not likely" for human carcinogenicity (1998 USEPA "Pesticide Fact Sheet").

Fludioxonil Technical: Fludioxonil was not oncogenic in mice. Results of a long-term feeding study with fludioxonil in rats showed a marginally increased incidence of liver tumours in female rats at the maximum tolerated dose (3,000 ppm). This was within historical control range (1 to 10%).

Other Toxicity Information:

None.

Toxicity of Other Components

The acute toxicity test results reported in Section 11, above, for the finished product take into account any acute hazards related to the "other components" in the formulation.

Diatomaceous Earth

The carrier in this product is naturally occurring diatomaceous earth. Natural diatomaceous earth contains a small percentage of naturally occurring crystalline silica, which is considered a probable human carcinogen. Chronic inhalation exposure to crystalline silica is known to cause silicosis and pulmonary fibrosis in humans. The amount of crystalline silica in this product is minimal and the potential for overexposure in manufacturing operations is low.

Other materials that show synergistic toxic effects together with the product: None known.

Target Organs

Active Ingredient

Cyprodinil Technical:	Liver, kidney, thyroid
Fludioxonil Technical:	Liver, kidney.

Inert Ingredients

Diatomaceous Earth	Respiratory tract.

SECTION – 12: ECOLOGICAL INFORMATION

Summary of Effects

The active ingredient, cyprodinil, is practically nontoxic to mammals, birds and insects, but is moderately toxic to fish and highly toxic to aquatic invertebrates (water flea). The active ingredient, fludioxonil, is moderately to very highly toxic to fish (rainbow trout, bluegill sunfish) and aquatic invertebrates (water flea), but is practically non-toxic to insects and birds.

Eco-Acute Toxicity

Cyprodinil Technical:

Algae (Blue-green) 120-hour EC_{50}	2.25 ppm
Invertebrates (Water Flea) 48-hour EC_{50}	32 ppb
Fish (Trout) 96-hour LC_{50}/EC_{50}	2.4 ppm
Bird (Mallard Duck) 14-day LD_{50}	> 500 mg/kg

Fludioxonil Technical:

Green Algae 5-day EC_{50}	830 ppb
Invertebrates (*Daphnia magna*) 48-hour LC_{50}/EC_{50}	0.90 mg/L

RFA B.3

conditions and methods of use of the product and of the information referred to herein are beyond the control of Syngenta Canada Inc., Syngenta Canada Inc. expressly disclaims any and all liability as to any results obtained or arising from any use of the product or reliance on such information.

SWITCH® is a trademark of a Syngenta Group Company.

RFA B.3

Material Safety Data Sheet

Product Name: AzaMax™ Biological Insecticide, Miticide, and Nematicide

1. Product and Company Identification

AzaMax™ Biological Insecticide, Miticide, Nematicide acts as an insect anti-feedant, insect growth regulator (IGR), and insect repellant.

EPA Signal Word	Chemical Name	Chemical Class	EPA Registration Number
CAUTION	AZADIRACHTIN	BIOPESTICIDE	71908-1-81268

Formulator:

PARRY AMERICA INC.
2740 Fulton Avenue
Suite 220
Sacramento, CA 95821
916-973-1351

Emergency Telephone Numbers:

Hazard Information Services (H.I.S.)
1-800-228-5635

CHEMTREC®
1-800-424-9300

2. Ingredients

Chemical Component	Percent Range	CAS Numbers	OSHA-PEL	ACGIH-TLV	NTP/IARC/OSHA CARCINOGEN	OTHER
AZADIRACHTIN	1.2%	11141-17-6 95507-03-2	N/A	N/A	N/A	N/A
Other Ingredients	98.8%		N/A	N/A	N/A	N/A

3. Hazards Identification

Emergency Overview:

Physical Properties

Appearance: Brown, honey-colored liquid
Odor: Mild neem fragrance
Hazardous Decomposition Products: None Known
Unusual Fire, Explosion, and Reactivity Hazards: None Known

Potential Health Effects

Acute Effects: Harmful if absorbed through the skin
Symptoms of Acute Exposure: None Know
Chronic Effects: None Known
Carcinogenicity: None of the components in this material is listed by IARC, NTP, OSHA, or ACGIH as a carcinogen.

4. First Aid Measures

Primary Routes of Exposure:

Inhalation, Ingestion, Skin, and Eyes

Sign and Symptoms of Exposure:

Inhalation: May be irritating to mucous membranes and excessive exposure may result in drowsiness.
Ingestion: May cause drowsiness.
Skin Contact: May cause mild irritation.
Eye Contact: May cause mild irritation.

Emergency First Aid Procedure:

If Inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, and then give artificial respiration, preferably mouth-to-mouth if possible. Get medical attention.
If Ingested: Induce vomiting by gastric lavage. Call a physician for medical advice.
If on Skin: Take off contaminated clothing. Wash skin with plenty of soap and water. Call a physician for medical advice.
If In Eyes: Hold eye open and rinse slowly & gently with water for 15 to 20 minutes. Remove contact lenses, if present, after first 5 minutes, and then continue rinsing eyes with excessive water. Call a physician for medical advice.

5. Fire Fighting Measures

Flash Point: >340°F **Upper & Lower Flammable Limits:** NK

Fire Extinguishing Media: CO_2, Dry Chemical, Foam
Special Fire Fighting Procedures: Evacuate personnel to a safe area. Wear positive-pressure breathing apparatus and full protective clothing. Fight fire from maximum distance. Stay up-wind and out of low areas.

6. Accidental Release Measures

Steps to be Taken If Material Is Released or Spilled

General: Consult an expert on the disposal of recovered material. Ensure disposal is in compliance with government requirements and ensure conformity of local disposal regulations. Notify the appropriate authorities immediately. Take all additional action necessary to prevent and remedy the adverse effects of the spill.
Specific: Evacuate personnel, thoroughly ventilate area, and use self-contained breathing apparatus and protective clothing. Dike spill. Absorb spilled material with Dri-Rite, sawdust, sand, or other adsorbent material, taking care not to generate dust. Collect clean-up material into drums, cover, and label for disposal according to local regulations. Scrub contaminated area with detergent and water. Prevent liquid from entering sewers, waterways, or low areas. Product is not regulated under RCRA or CERCLA.

7. Handling and Storage

Precautions In Handling: Do not contaminate water, food, or feed by storage or disposal. Wash hands before eating, drinking, chewing gum, using tobacco products, or using the toilet. Remove clothing immediately if pesticide gets inside and then wash thoroughly and put on clean clothes.
Storage: Keep in tightly closed and original containers. Do not store this product above 105°F or below 32°F for extend periods of time. Best to keep in cool dry place and to avoid direct sunlight. Do not re-fill or re-use containers. Dispose of containers in an approved waste facility.

RFA B.3

MATERIAL SAFETY DATA SHEET

MSDS Number: MSDS-3 **ISSUE DATE: 02/02/06**

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name
GreenCure

EPA Reg. No.: 70870-1

H & I Agritech, Inc.
95 Brown Road, Box 1030
Ithaca, NY 14850

Emergency Phone:
1-607-266-0181 (USA)

Medical Emergency Phone:
1-800-858-7378

2. COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients	% by Weight	CAS Number
Potassium Bicarbonate	85%	298-14-6

Contains no components that are reported to be carcinogenic by any reference source including IARC, OSHA, NTP, and ACGIH.

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

White to off-white powder; mild characteristic odor.
Moderate eye irritant.
May irritate skin.
No significant environmental effects.
Not a fire hazard; stable.

This product is labeled in accordance with regulations administered by the Environmental Protection Agency (EPA). The requirements of the Occupational Safety and Health Administration applicable to this MSDS differ from the labeling requirements of the EPA and, as a result, this MSDS may contain additional health hazard information nor pertinent to consumer use and not found on the product label.

HMIS Rating	
Health	1
Fire	0
Reactivity	0

Potential Health Effects

EYE: Moderately irritating but not expected to result in injury. Effects minimized with washing.

SKIN CONTACT: Not a primary skin irritant. Various severities of irritation are possible on prolonged, repeated or occluded contact.

INGESTION: Low toxicity. Ingestion of small amounts (teaspoonful) not likely to cause injury. Ingestion of larger amounts may cause abdominal discomfort and injury.

INHALATION: Inhalation of dusts may cause irritation to the nose, throat and lungs.

SUBCHRONIC EFFECTS/CARCINOGENICITY: None known. Ingredients are not listed as carcinogens or potential carcinogens by IARC, NTP, OSHA, or ACGIH.

MATERIAL SAFETY DATA SHEET

MGK

Date Issued: 11/14/2001
MSDS No: 007443
Date-Revised: 08/26/2011
Revision No: 7

PyGanic® Crop Protection EC 1.4 II

1. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: PyGanic® Crop Protection EC 1.4 II
PRODUCT DESCRIPTION: An Insecticide for Organic Crop Protection
PRODUCT CODE: 7443, EPA REG. NO. : 1021-1771
ACTIVE INGREDIENT(S): Pyrethrins

MANUFACTURER
McLaughlin Gormley King Company
8810 10th Avenue North
Minneapolis, MN 55427
Emergency Contact: SafetyCall®
Emergency Phone: 1(888) 740-8712
Alternate Emergency Phone: 1(952) 852-9509
Service Number: 1(800) 645-6466

24 HR. EMERGENCY TELEPHONE NUMBERS
FOR TRANSPORTATION:
CHEMTREC® U.S. and CANADA: 1(800) 424-9300
CHEMTREC® All Other Areas: 1(703) 527-3887

COMMENTS: MGK® Hours of operation are 8:00 am to 4:30 pm CST, 14:00 to 22:30 GMT.

For MEDICAL EMERGENCIES or PESTICIDE INCIDENTS, call 24 hours a day to 1-888-740-8712.

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

IMMEDIATE CONCERNS: CAUTION. Harmful if swallowed or absorbed through the skin. Avoid contact with skin, eyes, and clothing. Avoid breathing vapors or spray mists of this product. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.
Applicators and other handlers must wear a long-sleeved shirt and long-pants, chemical-resistant gloves such as Barrier Laminate, Nitrile Rubber, Neoprene Rubber or Viton, shoes and socks.

POTENTIAL HEALTH EFFECTS

EYES: May cause temporary irritation, tearing, and blurred vision.

SKIN: Can cause skin irritation. Can cause a burning or prickling sensation on more sensitive areas (face, eyes, mouth). Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

SKIN ABSORPTION: Harmful if absorbed through the skin.

INGESTION: Harmful if swallowed.

INHALATION: Excessive inhalation may be irritating to the respiratory tract.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

CHRONIC EFFECTS: None known.

COMMENTS: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	Wt.%	CAS	EINECS
Pyrethrins	1.4	8003-34-7	232-319-8

COMMENTS: Ingredients not identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

RFA B.3

MATERIAL SAFETY DATA SHEET

MGK

Date Issued: 11/14/2001
MSDS No: 007443
Date-Revised: 08/26/2011
Revision No: 7

PyGanic® Crop Protection EC 1.4 II

inaccessible to children and animals.

PESTICIDE STORAGE - COMMERCIAL USE:
Keep this product in a tightly-closed container when not in use. Store in a cool, dry (preferably locked) area. Post as a pesticide storage area. Always store pesticides in the original container. Store away from food, feed, seed, fertilizers, and veterinary supplies. Place liquid formulations on lower-shelves, and dry formulations above.

KEEP OUT OF REACH OF CHILDREN.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE GUIDELINES

OSHA HAZARDOUS COMPONENTS (29 CFR1910.1200)					
		EXPOSURE LIMITS			
		OSHA PEL		ACGIH TLV	
Chemical Name		ppm	mg/m³	ppm	mg/m³
Pyrethrins	TWA		5		5

ENGINEERING CONTROLS: Mechanical ventilation should be used when handling this product in enclosed spaces. Local exhaust ventilation may be necessary.

PERSONAL PROTECTIVE EQUIPMENT

EYES AND FACE: Take prudent precautions to avoid contact with eyes.

SKIN: Wear chemical-resistant gloves such as Barrier Laminate, Neoprene Rubber, Nitrile Rubber, or Viton, and wear protective clothing.

RESPIRATORY: Wearing a respirator is not normally required when handling this product. Use in well ventilated areas. Take prudent precautions to avoid breathing vapors and/ or spray mists of this product.

PROTECTIVE CLOTHING: Wear chemical-resistant gloves, shoes and socks, long-pants, and a long-sleeved shirt.

WORK HYGIENIC PRACTICES: DO NOT SMOKE, EAT, OR DRINK, OR APPLY COSMETICS IN WORK AREA!
Wash promptly if skin becomes contaminated. Wash at the end of each work shift and before eating, smoking, or using the toilet.

OTHER USE PRECAUTIONS: AGRICULTURAL USE REQUIREMENTS:

Use this product only in accordance with its labeling and with the Woker Protection Standard, 40 CFR, Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on the label about personal protective equipment (PPE), and restricted-entry interval. The requirements listed below only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 12 hours.

PPE required for early entry to treated areas that is permitted under Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is: Coveralls; Chemical-resistant gloves such as Barrier Laminate, Nitrile Rubber, Neoprene Rubber, or Viton; Shoes plus socks.

COMMENTS: NON-AGRICULTURAL USE REQUIREMENTS:

MATERIAL SAFETY DATA SHEET

MGK

Date Issued: 11/14/2001
MSDS No: 007443
Date-Revised: 08/26/2011
Revision No: 7

PyGanic® Crop Protection EC 1.4 ii

SENSITIZATION: Positive.

COMMENTS: None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA or ACGIH as being carcinogens.

Carcinogenicity/ Oncogenicity - Slightly elevated incidences of benign tumors of the thyroid and liver were seen in rats following lifetime administration of high doses of Pyrethrins. Further detailed scientific studies into the mode of action responsible for these effects show that:
1) Because of biological species differences, the rat thyroid tumors are not relevant to humans.
2) The rat liver tumors occur in animals *only* at doses greatly exceeding human exposure levels and that cause cell proliferation (mitogenesis).
Based on these data, the USEPA has classified Pyrethrins as "Not Likely to be Carcinogenic to Humans," at doses that do not cause a mitogenic response in the liver/ cell proliferation. Thus, Pyrethrins can be considered to be non-carcinogenic at exposure levels relevant to human use of Pyrethrins-containing products.

12. ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION: This pesticide is highly toxic to fish. For terrestrial uses, do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Drift from treated areas may be hazardous to organisms in adjacent aquatic sites. Do not contaminate water when disposing of equipment washwaters.

13. DISPOSAL CONSIDERATIONS

DISPOSAL METHOD: Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

EMPTY CONTAINER: PESTICIDE DISPOSAL - RESIDENTIAL USE:

Non-refillable container. DO NOT reuse or refill this container.

If empty:
Offer for recycling, if available.
If partly filled:
Call your local solid waste agency for disposal instructions. Never place unused product down any indoor or outdoor drain.

PESTICIDE DISPOSAL - COMMERCIAL USE:

Non-refillable container. Offer for recycling if available, or reconditioning if appropriate, or puncture and dispose of container in a sanitary landfill, or by other procedures approved by state and local authorities.

Triple-rinse container (or equivalent) promptly after emptying.
Triple-rinse as follows for containers less-than < 5 gallons (< 18.9 L): Empty the remaining contents into application equipment or a mix-tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and re-cap. Shake for 10 seconds. Pour rinsate into application equipment or a mix-tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then, offer for recycling if available, or puncture and dispose of container in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances.

Pressure-rinse as follows for containers greater-than > 5 gallons (> 18.9 L) too large to shake: Empty the remaining contents into application equipment or a mix-tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank, or collect rinsate for later use or disposal. Insert pressure-rinsing nozzle

RFA B.3

MATERIAL SAFETY DATA SHEET

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Date Issued: 11/14/2001
MSDS No: 007443
Date-Revised: 08/26/2011
Revision No: 7

PyGanic® Crop Protection EC 1.4 II

See Section 13 of this MSDS for the components that are subject to emergency requirements under CERCLA Section 103(a)(40 CFR 302.4).

TSCA (TOXIC SUBSTANCE CONTROL ACT)

TSCA STATUS: All chemical substances found in this product comply with the Toxic Substances Control Act's inventory reporting requirements.

REGULATIONS

STATE REGULATIONS:
VOLATILE ORGANIC COMPOUNDS (VOC):

This product contains less than 1% VOC's.

16. OTHER INFORMATION

REVISION SUMMARY: This MSDS replaces the 08/26/2009 MSDS. Revised: **Section 14:** VESSEL (IMO/IMDG) (PRIMARY HAZARD CLASS/DIVISION, PACKING GROUP, UN/NA NUMBER).

HMIS RATING

HEALTH	2
FLAMMABILITY	1
PHYSICAL HAZARD	1
PERSONAL PROTECTION	

HMIS RATINGS NOTES: We assign HMIS ratings to this product based on the hazards of its ingredients(s). Since the customer is most aware of the applications and conditions of use, he or she must ensure that the proper Personal Protective Equipment is provided, consistent with the information contained in Section's 7 and 8 of this MSDS.

COMMENTS: The data contained herein are based on information currently available to McLaughlin Gormley King Company and, to the best of our knowledge, are accurate and based on sound expert opinion. Our statements herein, however, are not to be taken as a warranty or representation for which McLaughlin Gormley King Company assumes legal responsibility.

MSDS Prepared by T. Azzivitto

RFA B.3

MATERIAL SAFETY DATA SHEET

for

JMS Stylet-Oil®

SECTION I: GENERAL INFORMATION

COMPANY:

JMS Flower Farms Inc.
1105 25th Ave.
Vero Beach, FL 32960

PHONE: (561) 567 - 9241
EMERGENCY: (561) 567 - 9241
FAX: (561) 567 - 9394

DATE PREPARED: 3/1/94

SECTION II: INGREDIENTS

Common Name:	JMS Stylet-Oil® or Stylet-Oil®
Product Ingredients:	Highly refined hydrotreated parafinnic distillate (CAS# 72623-84-8) plus non-ionic emulsification system.
Molecular formula:	Proprietary
Chemical formula:	Blend

SECTION III: HEALTH HAZARD INFORMATION

EYES:

Effect:	Mildly irritating to the eyes
First Aid:	Flush eyes with copious amounts of water for a minimum of 5 minutes. If inflammation occurs, seek medical aid.
Protection:	None normally required, use of chemical goggles if splashing is likely or when pressured systems used.

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SECTION V: FIRE AND EXPLOSIVE INFORMATION

FLASH POINT: 305 DEGREES F, MINIMUM (COC) D-92

FLAMMABLE LIMITS: LEL: Not Determined
UEL: Not Determined

EXTINGUISHING MEDIA: Agents approved for Class B hazards such as dry chemical, carbon dioxide, halogenated, agents, foam, steam or water fog.

FIRE FIGHTING PROCEDURES: If safe to do so, shutoff source of spill. Cover with extinguishing agent. Use water spray to cool fire exposed containers and as a protective screen. DO NOT point solid water stream directly into burning oil to avoid spreading of fire. Wear self-contained breathing gear when fire fighting in confined areas.

SECTION VI: REACTIVITY INFORMATION

STABILITY: Stable

CONDITIONS TO AVOID: Avoid exposure of material to excessive heat, flames, or sparks. Avoid formation of oil mist (DO NOT SPRAY) and fumes (DO NOT OVERHEAT).

MATERIAL TO AVOID: Strong oxidizing agents (Peroxides, chlorine, strong acids, etc.).

HAZARDOUS DECOMPOSITION: Thermal decomposition in the presence of air may yield major amounts oxides of carbon and minor amounts of sulfur and nitrogen.

HAZARDOUS POLYMERIZATION: Will not occur.

RFA B.3

MATERIAL SAFETY DATA SHEET

Name of Product: **COCO-WET**
MSDS Date: **10-01-01**

SECTION 1 – Product & Company Identification

Product Name ..... Coco-Wet
Company Name ..... Spray-N-Grow, Inc.
Company Address ..... 20 Hwy 35 S Rockport, TX 78382
Domestic Emergency Phone 800-323-2363
Other Calls 361-790-9033
Fax Phone 361-790-9313
Chemical Name ..... Coco-Wet
Chemical Family ..... Non-Ionic Surfactant & Spray Adjuvant
Product Use ..... Wetting agent
MSDS Preparation Date 10-01-01

SECTION 2 – Composition/Information On Ingredients

Ingredients are exempt from the requirements of a tolerance level by the Federal Code of Regulations, title 40, Part 181.001. A proprietary blend: 90% nonionic modified cocodiethanolamide and 10% inert constituents considered ineffective as an adjuvant.

SECTION 3 – Hazards Identification

Potential Health Effects

Eyes ..... May cause pain and irritation. Should irritation persist consult physician.
Skin Contact ..... Prolonged or repeated exposures may cause skin to dry out and cause irritation. May cause skin burning sensation if skin is scratched or cut.
Skin Absorption ..... A single prolonged exposure is unlikely to result in the product being absorbed through the skin in harmful amounts.
Ingestion ..... May cause discomfort in the form of nausea, vomiting, diarrhea, gastric distress. Consult physician if symptoms persist.
Inhalation ..... Mists may cause irritation of the respiratory tract
Systemic & Other Effects ..... See "Ingestion" above

SECTION 4 – First Aid Measures

Eyes ..... Irrigate immediately with water for at least 5 minutes Seek medical help
Skin ..... Wash off in flowing water or shower
Ingestion ..... Do not induce vomiting prior to consulting proper

RFA B.3

SECTION 9 – Physical And Chemical Properties

Appearance	Straw colored liquid
Odor	Slight odor similar to liquid soap
Physical State	Liquid
pH As Supplied	6.2
Boiling Point	212°F (100°C)
Freezing Point	N/A
Vapor Pressure (mmHg)	@ 68°F (20°C)
Vapor Density (Air=1)	0.62°F (16.67°C)
Specific Gravity (H2O=1)	1.02°F
Solubility in Water	Complete
Volatile Organic Compounds (VOC)	None

SECTION 10 – Stability And Reactivity

Stability	Stable under normal storage and use conditions. Protect from heat above 120°F. Prolonged exposure to excess heat may cause bottles to swell.
Incompatibility	None known
Hazardous Decomposition Products	None known

SECTION 11 – Toxicological Information

Inhalation	Mists may cause irritation of the respiratory tract.
Ingestion	May cause discomfort if swallowed. May cause stomach pain or vomiting. Diarrhea.
Skin	Prolonged or repeated contact leads to drying of skin. May cause sensitization.
Eyes	Irritating to eyes.

SECTION 12 – Ecological Information

Ecological Information	N/A

SECTION 13 – Disposal Considerations

Product Disposal	Liquid material may be diluted with water and applied to soil in accordance to label instructions. Material absorbed into dirt, sand, or other absorbent materials may be safely placed in solid waste containers in accordance to Federal, State, and local law.
Container Disposal	Triple rinse. Then offer for recycling or dispose of in a sanitary landfill, or by other procedures approved by state or local authorities.

SECTION 14 – Transport Information

Marrone Bio Innovations

RFA B.3

Document Control Number: MBI-SDS-0026
Revision: 2
Date Issued: July 18 2014

SAFETY DATA SHEET

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME:	**REGALIA® Rx** (synonym: MBI-106O5)
REGISTRATION NO:	84059-3
MANUFACTURER:	Marrone Bio Innovations
ADDRESS:	2121 Second Street, Suite B-107 Davis CA, 95618
EMERGENCY PHONE:	**INFOTRAC Chemical Response System** **US and Canada 1-800-535-5053 (24 hours)** **International 1-352-323-3500 (24 hours)**
OTHER CALLS:	Marrone Bio Innovations 530-750-2800 (9am to 5 pm PST)
FAX PHONE:	Marrone Bio Innovations 530-750-2808
PRODUCT USE:	Bio-based fungicide

SECTION 2: HAZARDS IDENTIFICATION

HAZARD CLASSIFICATION: This chemical does not meet the hazardous criteria set forth by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200). However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

EMERGENCY OVERVIEW: Potential eye and skin irritant

HAZARD SYMBOLS:

Pictogram

Signal Word **Warning**

HAZARD STATEMENT:

H316	Causes mild skin irritation
H320	Causes eye irritation

ENVIRONMENTAL HAZARD STATEMENT

H402	Harmful to aquatic life.

PRECAUTIONARY STATEMENTS

Prevention

P261	Avoid breathing fume/mist/vapors/spray
P281	Use personal protective equipment as required.
P284	Wear respiratory protection

Response

P332 + 313	If skin irritation occurs: Get medical attention

SAFETY DATA SHEET

METHOD USED: METHOD USED: SW 1010

AUTOIGNITION TEMPERATURE: Not applicable.

NFPA HAZARD CLASSIFICATION
HEALTH: 1 FLAMMABILITY: 1 REACTIVITY: 0
HMIS HAZARD CLASSIFICATION
HEALTH: 1 FLAMMABILITY: 1 REACTIVITY: 0

EXTINGUISHING MEDIA: Use Foam, Carbon Dioxide, or Dry Chemical extinguishers.

SPECIAL FIRE FIGHTING PROCEDURES: None

UNUSUAL FIRE AND EXPLOSION HAZARDS: None

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon dioxide, carbon monoxide, smoke, fumes, and hydrocarbons and terpenes.

SECTION 6: ACCIDENTAL RELEASE MEASURES

ACCIDENTAL RELEASE MEASURES: Wear suitable clothing such as eye protection, long-sleeved shirt, pants and shoes with socks. If spilled, contain - prevent run off into drains and waterways. Absorb liquid with an inert absorbent material. Seal absorbent material in a closed labeled container and dispose of in accordance with local ordinances.

SECTION 7: HANDLING AND STORAGE

HANDLING AND STORAGE: Store in the closed, original container in a well-ventilated area out of direct sunlight. Keep containers closed when not in use. Empty container completely and dispose of in accordance with all applicable federal, state and local environmental regulations.

OTHER PRECAUTIONS: No special precautions.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Spill controls should be provided for working with large quantities.

VENTILATION: No TLV assigned. Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors and aerosols below the exposure levels. Ensure that eyewash stations and safety showers are proximal to the work-station location.

RESPIRATORY PROTECTION: Vapor respirator. Be sure to use an approved/certified respirator or equivalent.

EYE PROTECTION: Safety goggles or glasses with side shields advisable when handling liquid.

SKIN PROTECTION: Wear gloves made of Latex or other impervious material.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: Clothing to prevent prolonged skin contact as needed such

SAFETY DATA SHEET

EYE IRRITATION:	Minimally irritating (rabbit). Category 2B
SKIN IRRITATION:	Slightly irritating (rabbit). Category 3
SKIN SENSITIZATION:	Non-sensitizing (guinea pigs). Category 4

SECTION 12: ECOLOGICAL INFORMATION

This product poses acute toxicity to freshwater fish.

Avian Acute Oral Toxicity:	Bobwhite quail. LD50 >2000 mg/kg-bw. Non-toxic. Category 5
Toxicity to freshwater aquatic life:	Fathead minnow (96-hour acute) LC_{50}> 10.18 mg/L. Category 3 Rainbow trout (96-hour) EC_{50} = 17.885 mg/L Category 3 *Daphnia magna* (48-hour acute) EC_{50}= 50.0 mg/L AI. Category 3 Freshwater algae (72-hour acute) EC_{50} = 54.61 mg/L Category 3

Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment wash water or rinsate.

Minimize drift from the application site and contact people, structures people occupy at any time and the associated property, parks and recreation areas, non-target crops, aquatic and wetland areas, woodlands, pastures, rangelands, or animals.

Bioconcentration potential: This material is not expected to bioconcentrate in organisms.

SECTION 13: DISPOSAL CONSIDERATIONS

Do not reuse containers. Dispose of in accordance with all applicable federal, state, and local environmental regulations.

SECTION 14: TRANSPORTATION INFORMATION

U.S. DOT: Not Regulated

IATA DGR: Not regulated

IMDG: Not Regulated

Freight Classification: Fungicide. See NMFTA code.

SECTION 15: REGULATORY INFORMATION

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazardous information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

RFA B.3

Material Safety Sheet

Company:	Grodania A/S		
Trade name:	Growth subtrate based on mineral wool	**Product name:**	Grodan
Revised on:	21-09-04	**Replaces issue:**	11 August 1999

1 Identification

1.1 Product

Growth substrate material based on Roxul®1000 (HT) mineral wool [Man-made vitreous (silicate) fibres]

1.2 Company address:

Grodania A/S
Hovedgaden 501
DK 2640 Hedehusene
Denmark

1.3 If further information is required, please call or fax Grodania A/S
Tel.: + 45 46 56 04 00 Fax: + 45 46 56 12 11

2 Information on ingredients:

Inert vitreous silicate mineral wool bonded with a thermosetting phenolic resin which has been urea extended.

Table 1	CAS-No.	Contents	Exposure Limits
Synthetic vitreous (silicate) fibers	287922-11-6	95-100%	5 mg/m^3 TWA respirable fraction (OSHA) 15 mg/m^3 TWA total dust (OSHA) 1 fiber/cc TWA (ACGIH)

3 Hazards identification:

3.1 Mineral fibres

The mineral fibers may cause transient mechanical irritation to skin.
High dust levels may irritate the throat and eyes.

4 First-aid measures:

4.1 Skin

If irritation occurs, do not rub or scratch. Wash off under running water prior to washing with mild soap and water.

4.2 Eyes

If irritation occurs, do not rub the eyes. Flush eyes with water and consult a physician if irritation persists.

5. Fire-fighting measures:

The products are non-combustible and do not pose a fire hazard. However packaging material may burn.

5.1 Suitable extinguishing media:

Water, foam, carbon dioxide or dry powder

5.2 Extinguishing media which must not be used for safety reasons.

None.

5.3 Combustion products:

Carbon dioxide, carbon monoxide and trace gasses.

5.4 Special protective equipment for fire-fighters.

Observe normal fire fighting procedure

6 Accidental release measures:
No special measures required.

grodan®

RFA B.4

Shift NEW MEXICO

4.

The expected production capacity at this location will be 90 pounds per harvest cycle, with 5.5 harvests per year, giving us roughly 41.25 pounds per month. Using the ePapillon lighting, Shift is achieving yields of 3-4lbs/light in Colorado in the same production environments. For conservative estimates we are using 3lbs/light for this application, with 15 ePapillon lights in two flower rooms, giving us 30 total ePapillon lights. We are planning on harvesting one flower room per month, so we can stagger our workload and keep monthly numbers consistent. To expand our production capacity, we have the ability to expand into an adjoining 10,000 square foot facility that is on the same piece of property. The property owner would like us to buy his property over time and consume both buildings that are on the same registered parcel. Along with this additional neighboring industrial building, there is a preapproved building site on the same parcel for another ~5,000 square feet. This could be built out as already designed, or the land could be repurposed for a greenhouse facility. If we need to expand into the bigger facility on the parcel, we have a third party real estate acquisition firm ready to purchase the entire property for our usage.

RFA B.5

Shift NEW MEXICO

5.

The address of the parcel for our intended use: 24 Bisbee Court, Santa Fe, NM 87508

Shift NEW MEXICO

6.

Lighting will be achieved with ePapillon 1000-watt lamps from Lights Interaction, Netherlands, distributed by Dutch Garden Supplies. The ePapillon light fixtures require a 4.8 amp draw and operate at 240 volts. These lights operate at an unprecedented level of efficiency, using "DE" or dual end bulb technology the lights operate brighter for longer periods of time, up to 95% efficiency after five years. Compare that with standard HPS bulb technology that burns at 90% efficiency after only three months of use. The lamp fixtures are designed to operate up to three times cooler than traditional fixtures reducing the need for extra cooling. The ePapillon fixtures will allow our facility to use fewer lights with less in cooling requirements, resulting in less impact on our environment with a reduction on power draw needs, therefore providing more medicine using less power. The lights will be hung using unistrut on a 4' x 6' pattern to gain 90% efficiency lighting of the canopy. Using ePapillon lighting utilizes a bigger footprint than standard HPS lighting, allowing us to use 25% less lights overall in flower. These lights do not require any venting for air-cooling. Plants in the vegetative state will be illuminated using 315-watt ceramic metal halide lights, 600-watt metal halides, as well as fluorescent fixtures depending on growth stage.

Flowering plants will be trellised for structural support. The trellis system we intend to use is Growers Edge®Wire twist ties, nylon zip ties as well as Growers Edge® nylon trellis netting. The plants will be flowered in 7-gallon fabric containers that are reusable and allow more oxygen to the root zone than traditional plastic containers. These will be sat on top of palletized greenhouse rolling benches that catches plant runoff and medium. Using greenhouse style benches allows for us to keep plants off the ground, the floor clean and aisle ways free and clear. The most important part about growing is keeping a clean and organized facility that limits disease and maintains medical grade professionalism. Oscillating fans will be placed every two lights to provide adequate airflow to reduce stress and keep plants hearty. Maintaining proper airflow mimics outdoor growing, with a breeze allowing plants to gain more strength and stability.

In the vegetative room we plan to clone on two stainless wire racks with 4' 4 bulb T5 lighting, and up pot into 1-gallon containers to immediately place under 315w Ceramic Metal Halides on stationary 4'x8' grower tables. From here they get up potted to 2.5-gallon containers and moved under 600w Metal Halides on 4'x8' grower tables. Their final transplant into 7-gallon fabric pots moves the final 4'x8' tables under 600w Metal Halides. We continue to plan on using 1 oscillating fan for every two lights mounted on the walls.

The HVAC equipment used will be two-Carrier 7.5 Ton RTU's (one in each flower room), and one-Carrier 5 Ton RTU in the Veg room. The building has an existing 5 Ton RTU that will be used in the remainder of the space for retail, drying and processing. The RTU return is scrubbed with a carbon filter return box and re-circulated into rooms along with fresh air via the economizers. In each flower room we plan to use carbon filtered exhaust with Can 100 Filters, and Can 12" Max Fans in order to reduce outside odor. These units run 24 hours a day to ensure a negative pressure, providing odor mitigation and clean air circulation for worker

RFA B.6

Shift NEW MEXICO

safety. In the dry room, trim room and dispensary room we plan to run the same filters and fans recirculating the air to reduce the smell and improve air quality. The Can 100 Filter has a maximum recirculating power rating of 1680 cfm and maximum exhaust rating of 840 cfm. The 12" Max Fan from Can Fan provides 1708 cfm to maximize air scrubbing in the facility. These units will be vented using hard metal ducting to maximize airflow and provide a tight seal. We've found using flexible ducting can rip or breakdown over time allowing smell to leak out from facilities. The Can Filters and Max Fans will be mounted to the ceiling using unistrut to pull out hot air as well as odor. This lowers our energy consumption and allows the RTU's to operate less.

RFA B.6

Shift CANNABIS CO.

Cultivation Facility Production Equipment List

Hardware Equipment

30-1000 Watt ePapillon Lights, 208 volt
12-Irradiator Hoods
12-Phantom 600 Watt Ballasts, 208 volt
12-Hortilux Blue 600 Watt Bulbs
6-315 Watt Ceramic Metal Halide Bulbs
50-Rope Ratchet Light Hangers
4-Four (4) Foot by Four (4) Foot Four (4) Bulb t5 Lighting Units
2-Stainless Wire Shelving Racks
30-Oscillating Fans
2-Twelve (12) Inch Max Fans
2-One Hundred Twenty Five (125) Centimeter Can Fans
3- Eight (8) Inch Can Fans (High Output)
3-One Hundred (100) Centimeter Can Fans
6-Z-Form Clothing Racks
2-Santa Fe Max Dry Dehumidifiers (Processing one hundred fifty five (155) pints a day)
2-CO2 Controllers
10-Fiskar Scissors
6-Trim Bins With Pollen Catcher
3-Weigh Scale(s)
1-Vacuum Sealer(s)
1 Case-Currency Transport Bags
2-Harvest Process Stalk Cutter(s)
2-Four (4) Foot Plastic or Nylon Trellis Roll
150-Five (5) Gallon and Seven (7) Gallon Smart Pots
150-Two and a Half (2 ½) Gallon White Hard Plastic Square Pots
150-Nursery Starter Pots (Black Squares)
1 Case-One and a Half (1 ½) Rockwool Cubes
8-Clone Domes and Associated Trays
2-Floor Mops
2-Plastic Industrial Grade Buckets
2-Sanitizing Floor Mats (Ingress and Egress)
2-IBC (Intermediate Bulk Container) Tanks
1-Tallboy Carbon and Sediment Filters
1 Case-Razor Blades
1 Case-Four (4) and Six (6) Foot Plastic Stakes
10-Rolls of Green Ties
2-Leviton Lighting Timers
6-4x8' Trays
6-5x26' Rolling Tables

RFA B.6

Green Thumb INDUSTRIES

BioTrackTHC™
The Only Seed to Sale Solution

Green Thumb Industries
Auburn, WA
1-844-623-4084
Email: Sales@Greenthumbind.com

Dispensary

Hardware Packages for BioTrackTHC Software

Point of Sale Hardware Package

15" ION TP3, Atom 1.86DC, 4GB, 320GB HD, Win7prox64, Cash Drawer 16x16, Thermal receipt printer
$1,699.99
*Hardware configured

Unitech-
Cordless Laser Scanner W/Cradle
$284.90

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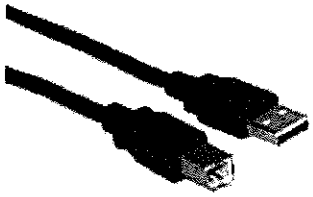
Green Thumb INDUSTRIES

BioTrackTHC™
The Only Seed to Sale Solution

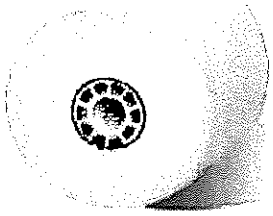
Zebra 2" Direct Thermal Printer
TLP Plus
$319.99

USB A to B Cable
$7.50



Labels X6 rolls
2.25"X1"
2100 labels per roll
$70.00

Thermal Receipt Paper X10 rolls
$26.00



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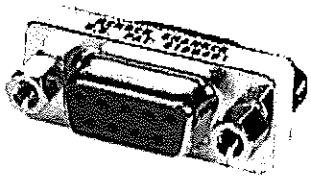
Green Thumb INDUSTRIES

BioTrackTHC™
The Only Seed to Sale Solution

A&D NTEP Approved Legal for Trade Processing Scale
$774.15

*includes free calibration

Female to Female adapter
$7.50



USB to Serial 9 pin converter
$18.00

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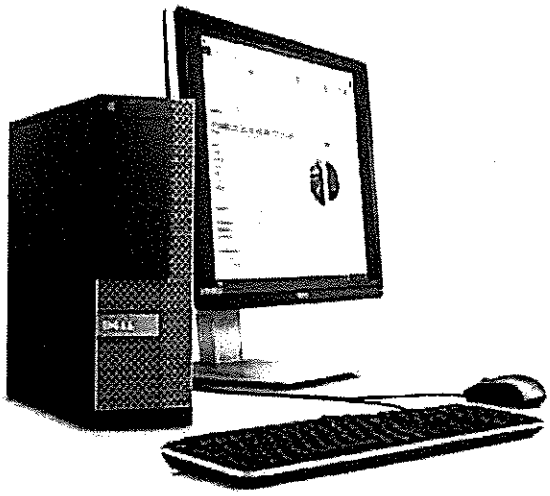
Green Thumb INDUSTRIES

BioTrackTHC™
The Only Seed to Sale Solution

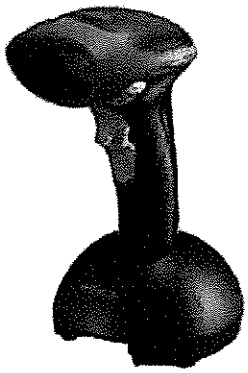
Intake Workstation

Workstation Computer
Dell Optiplex 3020 Minitower
I3 3.6Ghz dual core, 19" monitor,
4gb RAM 500gb HD, wifi card
$979.99
*Hardware configured

Add Microsoft Office Business
$220.00



Unitech-
Cordless Laser Scanner W/Cradle
$284.90



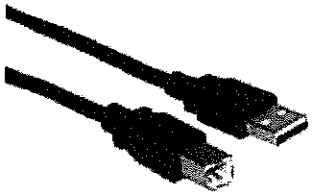
Zebra 2" Direct Thermal Printer
TLP Plus
$319.99

RFA B.6

Green Thumb INDUSTRIES

BioTrackTHC™
The Only Seed to Sale Solution

USB A to B Cable
$7.50

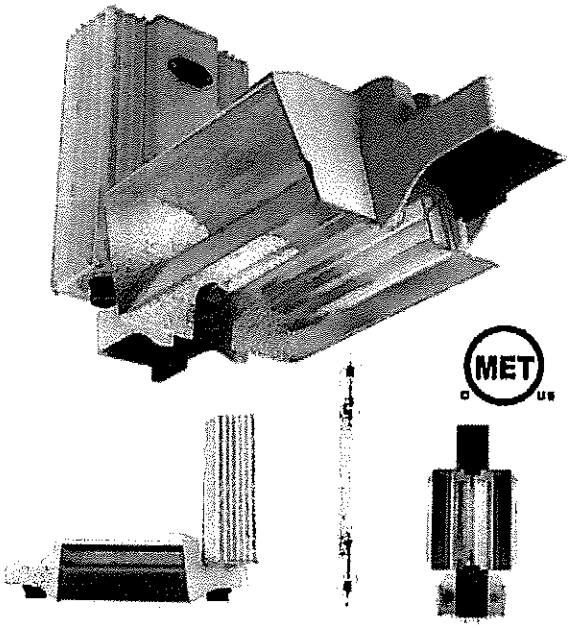


Labels Qty 6 rolls
2.25"X1"
$70.00

RFA B.6

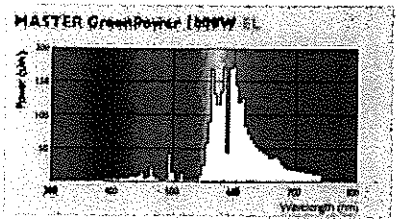
LIGHTS INTERACTION AGRO

Technical Specifications ePapillon 1000W



- 1000W adjustable ultra-high frequency ballast (Range: 600-1150W).
- High density Vega aluminum reflector with only 1% annual depreciation.
- Patented open reflector design increases efficiency to 95%, promoting longer bulb life due to reduced heat buildup.
- Includes: Phillips Green Power Plus 1000W EL HPS (double ended) lamp.
- Highest PAR Output in the industry 2000 micromol/s, Rated 10.000 hours > 95%.
- Driver efficiency > 95%.
- Sealed housing with Gore-Tex ventilation plug allows for extreme air pressure fluctuation.
- Lamp & reflector easily replaceable.
- 3 Year warranty on fixture, 1 year on bulb.

Rated Mains voltage	220V-240V
Voltage range (+/- 10%)	176V-264V
Frequency	50Hz – 60Hz
Current	4,4 A typical @ 240V
Operation frequency (typical)	100 kHz
Rated Power	1060W @ 240V
Inrush current	< 50A
Power factor	>0,95
Dimming type	600W, 660W, 750W, 825W, 1000W, 1150W
Philips GreenPower Plus 1000W EL	>2000 µmol/s. Rated 10.000 hours > 95%
Weight	11.9 lbs.
Dimensions (lxwxh)	18.5 x 9.5 x 13.4 inch
MET Certification E113627	Complies with UL1598
	Complies with CAN/CSA C22.2 No. 250.0-08
www.epapillon.com	



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MET Laboratories, Inc. *Safety Certification - EMI - Telecom - Environmental Simulation - NEBS*
914 WEST PATAPSCO AVENUE • BALTIMORE, MARYLAND 21230-3432 • PHONE (410) 919-1802 • FAX (410) 354-3313

July 15, 2013

Lights Interaction Agro BV
Achtseweg Noord 12A
5651 GG Eindhousen
The Netherlands

Subject: Luminaire with High Intensity Discharge (HID) lamps, Model: ePapillion 1000W
Listing Number E113627; MET Project Number 38850
Safety Standards:
- UL1598 – Luminaires, Third Edition, 2008
- CAN/CSA C22.2 No. 250.0-08 - Luminaires, Third Edition, January 2010

Dear Sir or Madam:

MET has determined the evaluated Luminaire with High Intensity Discharge (HID) lamps, Model: ePapillion 1000W to be compliant with the above referenced standards. Upon completion of a satisfactory Pre-Certification Factory Inspection, NRTL/MET-C certification may be granted. If not already done so, someone from our Follow-up Services department will contact you to schedule your Pre-Certification Factory Inspection.

Production line testing is required. Refer to the attached excerpt from the report. It is your responsibility to make sure you understand the requirements imposed on manufacturing before the MET certification mark can be applied. If you have any questions, please contact your project engineer prior to producing and labeling the first product.

Thank you for the opportunity to perform this service for Lights Interaction Agro BV. We look forward to future opportunities with your company.

Sincerely,
MET LABORATORIES, INC.

Harold Raab
Senior Project Engineer,
Safety Laboratory

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MET Laboratories, Inc. *Safety Certification - EMI - Telecom - Environmental Simulation - NEBS*
914 WEST PATAPSCO AVENUE • BALTIMORE, MARYLAND 21230-3432 • PHONE (410) 919-1802 • FAX (410) 354-3313

MANUFACTURER'S RESPONSIBILITIES

Upon completion of the manufacturing process the product(s) mentioned herein shall be subjected to, and successfully pass, the following tests: Dielectric Voltage Withstand Test and Grounding Continuity Test. The requirements for these tests are as follows:

Dielectric Voltage Withstand Test:

Each unit shall be capable of withstanding, without electrical breakdown, the application of a continuous sinusoidal or direct current voltage between uninsulated live parts and accessible dead metal parts that are likely to become energized in accordance with one of the following methods:

Circuit Tested	Circuit Rating	Method A		
		Voltage		Time
		AC	DC	sec
Primary to Ground	Up to 250 V	1500	2121	60

Grounding Continuity Test:

Each unit shall be tested to determine that electrical continuity exists between the ground blade of the attachment plug, or the grounding pin of the inlet connector, and accessible dead metal parts of the unit that are likely to become energized. Any indicating device such as an ohmmeter, battery-and-buzzer combination, or the like may be used to determine whether the unit complies with the requirement.

Dielectric Voltage Withstand tests must be recorded for each product. That record can be a traveler, production record, or log sheet as long as the test can be traced to a product item, and that the pass, failure, and as required retest is reflected.

For ground continuity testing, a bell or light assembly or an ohmmeter may be used. Ground continuity between the metal of the chassis or grounding lug and the ground blade of the plug must be confirmed. If an ohmmeter is used for ground continuity testing, it must be calibrated.

Note: Grounding-Continuity and Earthing-Continuity are equivalent terms.

Ground continuity testing must be recorded for each product. Ground continuity records should be maintained in the same manner as required for dielectric-strength testing.

Equipment used for other required tests must also be calibrated, and tests must be documented as with the above tests.

RFA B-6

Factory Follow-Up Inspection Report Form

Applicant:	Light Interaction Agro B.V.	SFE METrak #:	39266
Manufacturer:	AP Nederland BV	Date:	July 26, 2013
Address:	A. Plesmanlaan 15		
	9615 TJ Kolham	Inspection Covered: (Check All Applicable)	
	The Netherlands	☐ Q1 ☐ Q2 ☐ Q3 ☐ Q4	
		☒ PCFI ☒ B1 ☐ B2	

MET Rep. C.H. Meijerman — Manufacturer Rep.: J. Knooihuizen

Phone or E-mail: +31 263562872 — Phone or E-mail: : +31 598 343999

Signature: — Signature:

Quality System Review - *To be performed at least once per year following the initial certification.*

Mark findings or notes as necessary on the Notes/Non-Compliance page.

Current ISO Registration ☒ Yes / ☐ No	*If the manufacturer has ISO Registration, the below items do not need to be reviewed. An ISO certificate must be collected on the PCFI and when ISO Registration is renewed as proof of current Registration.*
☒ Production Process/Procedures Reviewed	☒ Inventory/Receiving Process Reviewed
☒ Non-Conforming Material Process Reviewed	☐ Not performed at this inspection

Contract Review- Review the Applicant and Manufacturer Contracts and write the document's revision date below.

Applicant Contract:	May 6, 2010	Manufacturer Contract:	October 20, 2010

Equipment/Model:	Luminaire with High Intensity Discharge (HID) Lamps, Model No. ePapillion 1000W		Compliant: ☒Yes / ☐No
File #	E113627	Report # 38850	Report Change # 0
Inspection Type:	☒ US	☒ Listing	☐ Classification
	☒ Canada	☐ Recognition	☐ Mexican Certification
Type of Review:	☒ Physical Product Review		☒ Documentation Review

All items must be checked on every inspection.

☒ Ratings Reviewed	☒ General Requirements Reviewed
☒ General Flammability Reviewed ☐ N/A	☒ Notes to Field Rep. Reviewed
☒ Component Flammability Reviewed	☒ Reviewed Operation / Service Instructions
☒ Markings Reviewed	☒ Critical Components Reviewed
Changes to Critical Components: ☐Yes / ☒No	Production Testing Required: ☒Yes/ ☐No
Describe Test Equipment Used (Include Brand, Model, Serial #)	See note 1 on last page

Test Voltage:	1776 Vac	Test Duration:	1 sec.	Calibration Due Date:	May 2014
☒ Test Procedure Reviewed		☒ Test Records Reviewed		Last Serial # Tested:	0
☐ Critical Drawings Reviewed		☒ N/A		☒ Complaint Record Reviewed	

MET Mark Information: The mark must consist of at least the MET Logo, the file number and a description of the certification, unless otherwise approved.		☐ Standard Number Marked ☒ Electrical Safety	☐ Other:
☒ Direct Imprint	☐ MET Labels	☐ Hazardous Location Safety	☐ N/A

RFA B-6

Factory Follow-Up Inspection Report Form

Applicant:	Light Interaction Agro B.V.	SFE METrak #:	39266
Manufacturer:	AP Nederland BV	Date:	July 26, 2013

The Inspection has been found as follows:

☐ Major Non-Compliances: Manufacturer agrees to cease application of the MET mark upon verification of the non-compliance by MET Laboratories- Baltimore office. Upon verification, formal notification will be made to the applicant and manufacturer outlining appropriate actions to be taken.

☐ Minor Non-Compliances: The Manufacturer may continue to apply the MET Mark and agrees to resolve the discrepancies by the date below. The discrepancies are as noted below.

☒ No Non-Compliance found: The area below are notes/comments only.

Notes from the inspection: (*Include report number, section, figure and item number references as well as detailed information*):

Note 1:

High Voltage/PE Test – AP Id nr: TEST15 – brand: SPS, Type KT3301K, Serial nr. 05042102

High Voltage/PE Test – AP Id nr: TEST16 – brand: SPS, Type KT3301K, Serial nr. 05042103

High Voltage/PE Test – AP Id nr: TEST33 – brand: SPS, Type KT3301K, Serial nr. 02060402

High Voltage/PE Test – AP Id nr: TEST31 – brand: SPS, Type KT3301K, Serial nr. 07053108

Required Action:

Manufacturer Reply to (include email): _____

Manufacturer Reply By (mm/dd/yyyy): _____

Signatures (for major non-compliances):

MET Rep.: _____ Manufacturer Rep.: _____

RFA B.6

BioTrackTHC

Software and Hardware Requirements

"Server" Machine: Windows 7 or better PC

Processor: Intel i5 Dual-Core processor or faster with support for PAE*, NX*, and SSE2*

Hard Drive: (7200 RPM speed or better)

- **VPS or Dedicated Hosted Server:** 50 GB expandable for growth
- **On-Premise:** 500 GB - 1 TB
- **Co-Location(s) Exceeding 4:** SSD (Solid State Drive) 200 GB

RAM (memory): 6+ GB or more (This is based on 1-4 facility locations, more required for more locations)

"Terminal/ Client" Machine(s): Windows 7 or better

Processor: Intel 4 gigahertz (GHz) processor or faster with support for PAE*, NX*, and SSE2*

Hard Drive: 50 GB (5400RPM speed or better)

RAM (memory): 4+ GB or more

Graphics Card: Microsoft DirectX 9 graphics device with WDDM driver

USB Ports: Enough ports for associated peripherals, which depends on the necessary configuration, no USB hubs. *No mobile OS, Android, iPad, Chrome or similar- Must be a FULL Operating System

Internet Access: (ISP fees apply)

Business-Grade Cable Access or Better (such as a T1 Line or Multi Bundled)

Note: "Best-Effort" Digital Subscriber Line (DSL) and Satellite will work, but **not**recommended

For Co-Location Configurations or Remote Access to database, we recommend Secure VPNs be configured or have Public (WAN) Static IP Subscription from ISP (For location of "Server" machine only 1 is necessary)

Additional Software and Hardware Recommendations:

- McAfee, Norton and similar premium security products have caused communication issues across networks. (We require configuration for allowing port 5432 traffic, TCP/UDP)
- We can install AVG FREE Antivirus, and/or Panda Cloud to eliminate future technical issues related to intermediate virus infection.

Additional requirements and/or To Use Certain Features:

- To use touch, you need a tablet or a monitor that supports multi-touch
- Wi-Fi (Wireless) Routing Capabilities for Wireless Terminals
- All devices should operate on the same wireless network (SSID name), Windows firewall should be set to OFF (or configured for allowing port 5432 traffic) for the corresponding category of network ("Home", "Public", etc.)
- Futronics Compatible Fingerprint Reader for scanning of fingerprints as an additional security measure for standard or elevated software functionality and customer scanning for check-in
- Receipt Printer (compatible models) to print receipts (Star Micronics are supported)
- Label Printer (compatible models) to print labels (Zebra Label Printers are supported)
- ADF, Flatbed Scanner, or Webcam utilizing TWAIN Drivers to scan directly into BioTrackTHC (Integrated and External webcams can be utilized)
- To SCAN documents into BioTrackTHC, the document scanner MUST be hard-wired to the corresponding terminal at which the scanning will take place
- Network connected (Wireless/Bluetooth/Ethernet) configurations for document scanners/printers/all-in-ones will only work if TWAIN Driver is available for corresponding connection (Scanning can be performed from a networked scanner as long as there is a network configuration that is allowed to access where the scan(s) are originally saved
- Mag Stripe Reader to scan IDs to import customer information (States without mag stripe not currently supported)
- Scales (compatible models for integration capability); to weigh products/items (We primarily support A&D)
- Bar Code Scanner (compatible models); to scan bar codes as well as MMJ/MMR cards
- Server machine MUST be hard-wired into router or network device, wireless not recommended / supported
- Server machine MUST be an actual machine, not a network attached storage device

RFA B.6

- Server machine not recommended to also use as a terminal unless in one facilty/small set-up situations

"Server" refers to where POSTGRES SQL operates and persistently resides, and can be a stand-alone machine for use also as a terminal for light terminal duties, meeting the above requirements. This network connection to this machine should be hard-wired into your Router, Switch, Firewall and or Security Appliance via CAT 5/5e/6

RFA B.6

Material Safety Sheet

Company:	Grodania A/S		
Trade name:	Growth subtrate based on mineral wool	**Product name:**	Grodan
Revised on:	21-09-04	**Replaces issue:**	11 August 1999

7 Handling and storage:

7.1 Handling.

- *Use sharp tools when cutting plant holes*
- *If using mechanical cutting equipment, a dust extractor should be used*
- *Open boxes of blocks in a ventilated area*
- *When filling containers or mixers with other products misting and dust extracion are recommended*
- *To reduce dust wet floor before sweeping up*
- *Place off cuts and any unused stone wool in bags*

7.2 Storage.

– *Store material to protect against adverse weather conditions including precipitation.*

8. Exposure controls/personal protection.

Local regulations may apply.

8.1. Respiratory protection

If dust levels exceed applicable exposure limits, wear a NIOSH certified dust respirator. Use disposable face masks complying with NIOSH standards.

8.2 Hand protection

Wear suitable gloves.

8.3 Eye protection

With heavy dust development, wear safety goggles.

8.4 Skin protection

Wear loose fitting work clothes to prevent irritation. Skin irritation cannot occur if there is no contact with the skin. After work rinse hands and unprotected skin with cold water and then wash with soap and warm water. If working in a very dusty environment it is advisable to shower and change clothes.

9. Physical and chemical properties:

9.1	Appearance:	*Solid, Grey-green*
9.1.1	Odour:	*n.a.*
9.1.2	pH (at 1000g/H_2O, 25°C)	*7-8 (DIN 54275)*
9.1.3	Boiling point:	*n.a.*
9.1.4	Melting point:	above *1000°C*
9.1.5	Flash point:)	
9.1.6	Flammability:)	
9.1.7	Autoflammability:)	*Non-flammable DIN 4102*
9.1.8	Explosive properties:)	
9.1.9	Explosive properties:	*n.a.*
9.1.10	Oxidising properties:	*n.a.*
9.1.11	Vapour pressure:	*n.a.*
9.1.12	Fibre density:	approx. 2.6 g/cm^3
9.1.13	Solubility:	*n.a.*
9.1.14	Partition coefficient:	*n.a.*
9.1.15	Other data:	*n.a.*

grodan®

RFA B.6

Material Safety Sheet

Company:	Grodania A/S		
Trade name:	Growth subtrate based on mineral wool	**Product name:**	Grodan
Revised on:	21-09-04	**Replaces issue:**	11 August 1999

10	**Stability and reactivity:**	
10.1	Stability	*Stable*
10.2	Reactivity	*Not reactive*
10.3	Thermal decomposition products	*Not applicable*

11. Toxicological information:

11.1 Coarse fibres

Coarse fibres can cause itching of the skin, foreign body reaction in the upper respiratory system (mucous membranes), and in the eyes. The itching and possible inflammation are a mechanical reaction to the coarse fibres (of more than about 5 µm in diameter) and are not damaging in the way chemical irritants may be. They generally abate within a short time after the end of exposure. When products are handled continually, the skin itching generally diminishes.

11.2 Respirable fibres

Animal studies

If long fibers are very durable and present in high concentrations they may lead to disease.
Short-term inhalation studies of rats exposed to high levels of this stone wool fibers have shown that the long fibers disappear quickly from the lungs (are biodegradable).
The fibers have been tested in a long term chronic inhalation study with no evidence of significant fibrosis or any excess of lung tumors.

Experiences in humans (Epidemiological Studies)

Large morbidity and mortality studies of both European and North American mineral wool manufacturing workers have been conducted with the traditional mineral wool's.

The studies have found no significant evidence of non-malignant lung disease (e.g. fibrosis). The studies provide no evidence of increased risks of lung cancer or of mesothelioma (cancer of the lining of the bodycavities).

The new stone wool fibers (high-alumica low-silica) are much more biosoluble and will disappear more rapid from the lungs than the traditional types.

12. Ecological information:

Stable product with no known adverse environmental effects.

13. Disposal consideration.

The product can typically be disposed of in an ordinary landfill (local regulations may apply). If you are unsure of the regulations, contact your local Public Health Department or the local office of the Environmental Protection Agency (EPA).

14. Transport information.

No special precautions.

grodan®

RFA B.6

Material Safety Sheet

Company:	Grodania A/S		
Trade name:	Growth subtrate based on mineral wool	**Product name:**	Grodan
Revised on:	21-09-04	**Replaces issue:**	11 August 1999

15. Regulatory Information

15.1 U.S. Regulations

The International Agency on Cancer (IARC) evaluated that there is inadequate evidence in experimental animals for the carcinogenicity of the new type of biosoluble stonewool (high-alumicalow-silica (HT) wool) IARC made. No overall evaluation of the newly developed biosoluble fiber-types.

The following information on carcinogen classification is applicable to the traditional stone wool fibers:
IARC: Group 3 – is not classifiable as to its carcinogenity to humans.
NTP: Not listed
ACGIH: A3 Animal Carcinogen

15.2 Europe – European Community (EC) Classification

The product contains Mineral Fibers [Man-made vitreous (silicate) fibers] that are exonerated from classification as a carcinogen according to Note Q in EU Commission Directive 97/69/EC (adapting Council Directive 67/548 /EEC to include the classifica tion and labeling of synthetic vitreous fibers).
- Classification: Irritant
- Risk phrase: Irritating to skin.
- Safety phrase: Wear suitable protective clothing and gloves.

16. Further Information

16.1 Health Aspects

Safety in the Use of Mineral and Synthetic Fibers, Occupational Safety and Health Series. International Labor Office (ILO).

North America
Information about "Health and Safety Research on Rock- and Slag-wool" can be obtained at the North American Insulation Manufacturers Association (NAIMA, 44 Canal Center Plaza, Suite 310, Alexandria, VA 22314, USA).
Home-page: http://www.naima.org

16.2 Good Working Practices

See leaflet: "Recommendations for working with Grodan®".

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Growstone Inc.

Section 1: Material Identification

Product Name: Growstone

General Use: Plant Growing Media/ Soil Amendment

Manufacture Information:

Growstone Inc.	**Phone:**	505-401-8628
18000 Cerro Colorado SW	**Alt phone:**	505-670-5495
Albuquerque, NM 87121	**Email:**	sales@growstone.com

Section 2: Hazard(s) Identification

Eye Contact: Moderate – Ingredients can cause eye irritation

Skin Contact: Minimal – prolonged use can cause skin irritation due to the abrasive nature of the product

Ingestion: Ingredients can cause damage internally

Inhalation: Minimal – minor irritant, prolonged inhalation can cause lung damage

Medical Conditions Aggravated by Long Term Exposure: Unknown

Potential Effects of Exposure: None established

Section 3: Composition/Information on Ingredients

Ingredients: 99% post consumer glass (foamed like a sponge)

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Section 4: First Aid Measures

Eyes: Flush thoroughly with water. Seek medical attention if irritation persists.

Skin: Wash exposed area with mild soap and water.

Inhalation: Move exposed person to fresh air. If irritation persists, seek medical advice.

Ingestion: Immediately seek medical advice. Growstone is a highly porous material made of glass. This material is rigid in nature and can become lodged if ingested.

Section 5: Fire Fighting Measures

General Fire Hazards: None

Extinguishing Media: Use any means suitable for extinguishing fire.

Section 6: Accidental Release

Containment Procedures: Sweep up and place into a container for reuse, recycle or disposal. Keep out of all waterways.

Clean up Procedures: Apply as growing media, or if product is contaminated dispose of under local laws.

Section 7: Handling and Storage

Handling Procedures: Use caution as to not to create excessive dust. Wear gloves.

Storage Procedures: Store in a cool dry place.

Section 8: Exposure Controls/Personal Protection

Ventilation: Use in a well ventilated area.

Respiratory Protection: Not necessary, but use of a dust mask is preferred.

Eyes and Face: Protective gear is not required by recommended when excessive airborne dust particles are present.

Skin: No special protective clothing is necessary for normal conditions.

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Section 9: Physical and Chemical Properties

Appearance: Light brown in color, very porous, hard and abrasive.

Physical State: Solid

Water Solubility: Not Soluble

Boiling Point: N/A

Melting Point: N/A.

Section 10: Stability and Reactivity

Chemical Stability: Stable

Section 11: Toxicological Information

Toxicity: Non-toxic

Section 12: Ecological Information

Ecotoxicity: Non-toxic

Aquatic Toxicity: Non-toxic

Section 13: Disposal Considerations

Disposal: Follow all Federal, State, and Local regulations

Section 14: Transport Information

US DOT Information: No name – not DOT regulated

Section 15: Regulatory Information

US Federal Regulations: None

State Regulations: None

Other Regulations: None

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Section 16: Other Information

Growstone is used as a plant growing media and soil amendment. The information contained herein is offered only as a guide to the handling of these specific materials. This document is provided in good faith; individuals receiving and using this product must exercise their independent judgment in using the product. Buyer and user assume all risk and liability of use, storage and/or handling of the product not in accordance with the terms of the product label.

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MATERIAL SAFETY DATA SHEET

1. IDENTIFICATION

PRODUCT NAME:	Readygro Cocogro Pure Earth
OTHER NAME:	Plant Propagation products made out of Coir pith/Coco substrate
UN NUMBER:	None
DANGEROUS GOOD CLASS:	Not hazardous
SECONDORY RISK:	None
HAZCHEM CODE:	Not hazardous
POISONS SCHEDULE:	None allocated
USES:	Used for horticulture & landscape purposes

PHYSICAL DESCRIPTION/PROPERTIES:	
APPEARANCE:	Brown natural organic substance
ODOUR:	Odorless
pH:	5 to 6.5
FLAMMABILITY:	Not flammable
BOILING POINT:	Not applicable
MELTING POINT:	Not applicable
VAPOUR PRESSURE:	Not applicable
FLASH POINT:	Not applicable
SPECIFIC GRAVITY (WATER=1):	Varies according to composition & moisture content
MOLECULAR WEIGHT:	Not applicable
SOLUBILITY IN WATER:	Not soluble
INGRIEDIENTS:	RHP certified coir fiber pith & coconut husk chips/crush

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2. HEALTH HAZARD INFORMATION

CHRONIC & ACUTE HEALTH EFFECTS:

SWALLOWED: Unlikely under normal conditions. No known hazard.

EYE CONTACT: May cause minor eye irritation& slight redness of eyes.

SKIN CONTACT: No known hazard. (Applies to unused coco substrate)

INHALED: May cause slight irritation with very high concentration

FIRST AID:

SWALLOWED: Give water to drink. Seek medical attention if any abdominal symptoms.

EYE: Flush eyes thoroughly for ten minutes with plenty of water. If irritation persists seek medical attention.

SKIN: Wash thoroughly with mild soap & water.

INHALED: Remove to fresh air.

FIRST-AID FACILITIES: Eye wash station, running water, soap & sink

ADVICE TO DOCTOR: Treat symptomatically.

4.SAFE HANDLING INFORMATIONS:

STORAGE/TRANSPORT:

Store in cool dry place. No special transport requirements are necessary.

SPILLS & DISPOSALS:

Sweep up & dispose accordingly. Waste materials can be disposed of as trade waste in accordance with local authority guidelines.

FIRE/EXPLOSIN HAZARD: Not applicable

SMOKING:

Botanicare recommends that all work areas should be none smoking areas.

CONTACT POINT:

FURTHER INFORMATIONS MAY BE OBTAINED FROM,

Botanicare

6858 W. Chicago St #3

Chandler, AZ 85226

TELEPHONE: 480.777.2000

FAX: 480.777.2015

WEB: www.botanicare.com

3. PRECAUTIONS FOR USE:

CONDITIONS TO AVOID: No data available.

PERSONAL PROTECTION: None.

SPECIAL FIRE FIGHTING PROCEDURES: None

FLAMMABILITY: None

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IMPORTANT NOTICE:

This Material Safety Data Sheet (MSDS) is issued Botanicare As such, the information contain here must not be altered, deleted or added to. Botanicare will issue a new MSDS when there is a change in product specifications.

Botanicare will not accept any responsibility for any changes made to its MSDS in content by any other persons or organization.

DISCLAIMER

The data & recommendations presented herein are based upon research of others and are believed to be accurate. However, no warranty is expressed or implied regarding this data or the results to be obtained from use thereof Botanicare, assumes no responsibility for the injury to customers or third party proximity cause by the material if reasonable safety procedures are not adhered to as stipulated in this data sheet.

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PVP. Ind. Inc.

MATERIAL SAFETY DATA SHEET---PERLITE

I. PRODUCT IDENTIFICATION

TRADE NAME (as labeled) PVP Expanded, Perlite

MANUFACTURERS NAME **PVP Industries Inc.**

Address (complete mailing address): 9819 Penniman Rd.

North Bloomfield, OH 44450

Phone number: 440-685-4701

440-685-4701 fx.

Date Prepared or Revised: 01/01/09

II. HAZARDOUS INGREDIENTS

Chemical Name	CAS Numbers	EXPOSURE LIMITS		
		ACGIH TLV (Total)	ACGIH TLV (Respirable)	OTHER
Perlite	93763-70-3*	10 mg/M^3	3 mg/M^3	30 mppcf

Perlite is an amorphous, hydrated glassy volcanic rock of rhyolitic composition, consisting primarily of fused sodium potassium aluminum silicate.

Perlite is considered a nuisance dust (also called "Particulates Not Otherwise Classified (PNOC) by ACGIH).

Alpha-Cristobalite & Tridymite: Less than 0.1%

Alpha Quartz: 0.01 to 0.05%

III. PHYSICAL PROPERTIES

Vapor Density (air = 1) N/A **Melting point or range. F°** 2000 +

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Specific Gravity	2.35	**Boiling point or range. F°**	N/A
Solubility in Water	<1%	**Evaporation rate** (butyl acetate = 1)	N/A
Vapor Pressure, mmHg at 20°C	N/A		
Appearance and odor:	White to off white granules, no odor.		

HOW TO DETECT THIS SUBSTANCE (warning properties of substance as a gas, vapor, dust or mist)

Visual only (dust), No gas, vapors, or mist emitted.

----------IV. FIRE AND EXPLOSION----------

Flash Point, F° (give method)	**Perlite is a fully oxidized non-flammable mineral. It is noncombustible and non-flammable.**				
Auto ignition temperature, F°	N/A				
Flammable limits in air, Volume%:	N/A	**lower(LEL)**	N/A	**upper(UEL)**	N/A
Fire extinguishing materials:	N/A				
_____**water spray**	_____**carbon dioxide**	_____**other:**			
_____**foam**	_____**dry chemical**				
Special fire fighting procedures:	N/A				
Unusual fire and explosion hazards:	N/A				

----------V. HEALTH HAZARD INFORMATION----------

SYMPTOMS OF OVEREXPOSURE for each potential route of exposure

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Inhaled: Coughing

Contact with skin or eyes: Possible eye irritation from dust particles; wear eye protection

Absorbed through skin: N/A

Swallowed: N/A

HEALTH EFFECTS OR RISKS FROM EXPOSURE.

Acute: None

Chronic: Excessive inhalation over long period may cause harmful irritation; use mask suitable for nuisance dust.

Target Organ: None

FIRST AID: EMERGENCY PROCEDURES

Eye Contact: Attempt to wash out with clear water; if unable have particle removed by doctor

Skin Contact: None

Inhaled: Remove affected individual from dusty area to area with clean air

Swallowed: None

SUSPECTED CANCER AGENT?

__X__ NO: This product's ingredients are not found in the lists below.

YES: _____ **Federal OSHA** _____ **NTP** _____ **IARC**

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

Any Respiratory illnesses which a nuisance dust may aggravate

----------VI. REACTIVITY DATA----------

Stability: __X__ **Stable** _____ **Unstable**

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Incompatibility (Materials to avoid): None

Hazardous decomposition products (including combustion products): None

Hazardous Polymerization: _____ **May Occur** __X__ **Will not occur**

Conditions to Avoid: None

----------VII. SPILL, LEAK, AND DISPOSAL PROCEDURES----------

Spill response procedures (include employee protection measures):

Sweep material or Vacuum clean ; Use respirators suitable for nuisance dust and eye protection.

Preparing wastes for disposal (container types, neutralization, etc.):

Dispose in bulk or containers according to local dump requirements. No special treatment required.

Note: Dispose of all wastes in accordance with federal, state, and local regulations.

----------VIII. SPECIAL HANDLING INFORMATION----------

Ventilation and engineering controls:

Maintain dust level below TLV.

Respiratory protection (type)

Masks suitable for nuisance dust.

Eye Protection (type)

Protective goggles.

Gloves (specify material)

Not required.

Other Clothing and equipment

Not required.

Work practices, hygienic practices

Use good housekeeping to avoid transient dust.

Other handling and storage requirements

Use good housekeeping to avoid transient dust.

Protective measures during maintenance of contaminated equipment

None special other than respirators and goggles.

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As of the date of preparation of this document, the foregoing information is believed to be accurate and is provided in good faith to comply with applicable federal and state laws. However, no warranty or representation with respect to such information is intended or given; and it is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations.

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SAVE THIS MANUAL!

PLEASE READ ALL INSTRUCTIONS BEFORE USING THIS PRODUCT

UTILITY & SUMP PUMP
1200 GPH

GOLD SERIES MODEL# C105

OWNER'S MANUAL

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PLEASE READ AND SAVE THESE SAFETY INSTRUCTIONS!

This safety alert symbol will alert you to cautionary measures in the use and operation of this pump, and give you instructions on how to avoid potentially serious personal injury or property damage.

GENERAL & ELECTRICAL SAFETY

The following directions are included for your safety and the long-life of your MONDI Utility & Sump Pump. Please carefully read and follow all safety instructions in this manual and on the pump. Keep the safety labels in good condition. Replace missing or damaged safety labels.

1. The pump is designed for use with clean or slightly turbid fresh water. Not intended for use in salty/briny water, oil or corrosive liquids.
2. Do not lift pump by power cord - attempting to lift or support the pump by the power cord causes damage to the cord and cord connections, and voids your warranty. Lift the pump by its handle only. If you need to lower the pump into position, use a rope attached to the loop provided above the handle.
3. Follow the **National Electrical Code**, **Canadian Electrical Code**, and local codes in regards to outlets and voltage for this pump.
4. Installation must comply with all local codes pertaining to utility pumps.
5. Know the pump application, limitations, and potential hazards. See **Specifications** for more information.
6. Disconnect the power source, release all pressure within the system and drain water from the pump before maintenance.
7. Secure the discharge line before starting pump to avoid personal injury and/or property damage due to sudden discharge line movement.
8. Check pump and hoses for weakened or worn condition before each use, and make certain that all connections are secure.
9. Periodically inspect the pump and system components to make sure the inlet is free of debris or foreign objects.

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10. Wear protective eye-wear at all times when working with the pump.
11. This equipment is only for use on 110 -120V (single phase) and is equipped with an approved 3-conductor cord and 3-prong, grounding type plug.

WARNING Risk of electric shock. This pump is supplied with a grounding conductor and grounding-type attachment plug. To reduce the risk of electric shock, be certain that it is connected only to a properly grounded, grounding-type receptacle. Disconnect plug before servicing. Do not remove the grounding pin under any circumstances - you will void your warranty. The pump is acceptable for outdoor use. This pump has not been investigated for use in a swiming pool.

12. Make certain the power source conforms to requirements of this pump.
13. Protect the electrical cord from sharp objects, hot surfaces, oil, and chemicals. Avoid kinking cord.
14. Do not open the pump casing or motor housing. Warranty void if opened.
15. Disconnect power before handling or inspecting the pump to remove the risk of electric shock.

INSTALLATION

This submersible pump is designed for use as a utility pump – an oil-less motor system inside does not require lubrication. Please follow the instructions below carefully for the long-life of your pump.

1. Place the pump on a hard level surface, making sure there is no debris that may lodge in the pump inlet. Use a board or piece of metal if needed to raise the pump in the case of muddy/debris covered base. If there is debris in the water, we recommend using a pump filter/pump bag (sold separately) to extend the life of your pump.
2. Protect the power cord from damage. Uncovered cords should be checked at regular intervals to ensure safe operation of the pump. Do not operate the pump if the power cord or plug is damaged. The power cord is not replaceable.

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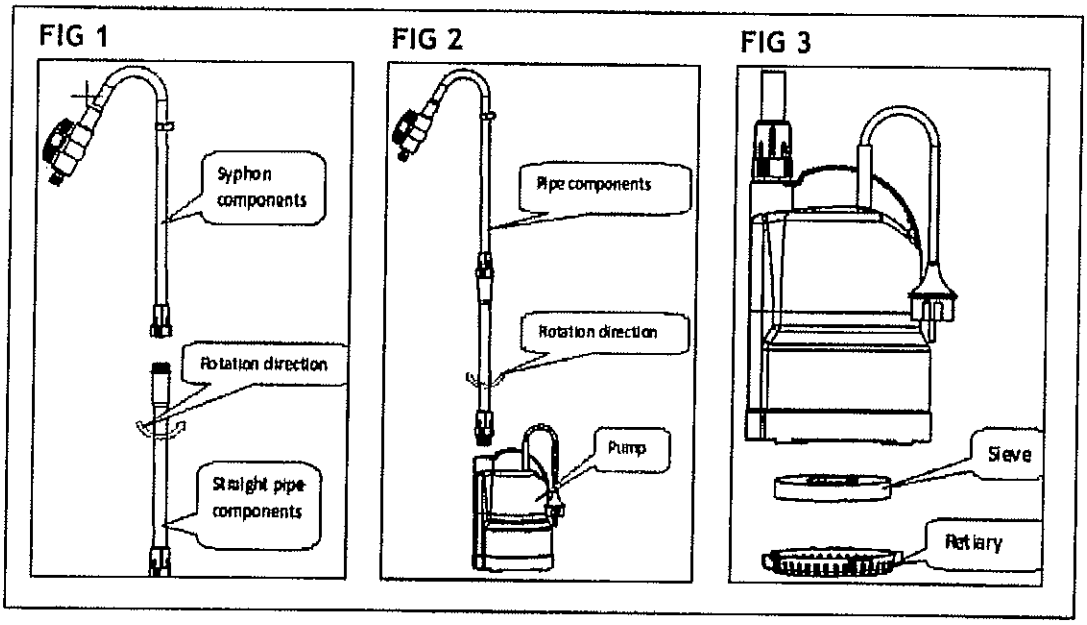
INSTALLATION PROCESS

1. First, screw the syphon components and Straight pipe components (Fig. 1)

2. Screw the upper connection (pipe components) onto the pump (Fig.2), then you can use the pump

Note:
The valve is used to regulate the water flow, the screw cap and the linked can be connected through the screw ,then you can hang the pump in a proper place (Fig.1)
The sieve is used to prevent dirty solid into the pump , that may damage the pump. If necessary, you should clean the sieve from time to time (Fig.3)



OPERATION

WARNING – Hazardous voltage. Can shock, burn or cause death. Disconnect power before moving or inspecting pump.

1. The pump must be submersed in at least 1'(30cm) of water to operate - for continuous operation, complete submersion is preferable to prevent the motor from overheating.

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2. The pump will remove water down to 1/2"(1.0cm) in ideal conditions. If the pump is operating and no water comes out of the discharge line, shut off the power immediately. The water level is likely very low and the pump is no longer primed.

3. The pump is designed to pump cool water only. Pumping heated water, or liquids other than water can overheat the motor. Do not pump flammable liquids - there is a risk of explosion.

4. Keep the pump inlet free of debris or foreign material at all times – if required, use a raised base for the pump to sit on (see **Installation 1**).

SPECIFICATIONS

Max. Head, Max. Height, and Gallons Per Hour at Height are achieved in ideal conditions - your results may vary slightly.

MODEL NUMBER	HP	HZ	MAXIMUM HEAD
Gold Series 1200X	1/6HP	60Hz	36
MAXIMUM FLOW RATE	**VOLTS**	**AMPS**	**CORD**
581 Gal/H	110-120V	3.0	20ft/6.3m

MAINTENANCE & STORAGE

Always ensure that the pump is operating with adequate water supply. Periodically shut off the power supply and check the pump for debris lodged in the intake grill.

The intake grill may be removed and cleaned by removing the screws underneath the pump housing. The pump's motor is completely sealed in the motor housing and does not require regular service. Disassembly of the motor housing or modification or removal of the power cords voids your warranty. The power cord is non-replaceable.

Make sure the pump is dry and clean before storing. Retain the original packaging for the purpose of storing your pump. Always store your pumpin a cool dry place. Never store it while it is stilled connected to power. Do not stress the cord by wrapping it too tightly around the pump, as it could cause the cord to eventually fray and break down. DO NOT store in water. When re-using the pump, please re-read the instructions.

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TROUBLESHOOTING

SYMPTOMS	POSSIBLE CAUSES	SOLUTION
Pump does not start	Blown fuse/circuit breaker has tripped	If fuse is blown, replace with new fuse/reset circuit breaker
	Low line voltage	Check size of wiring from main switch on property/contact your local power authority
	Defective motor	Contact Dealer
Pump operates but pumps very little or no water	Low line voltage	Check size of wiring from main switch on property/contact your local power authority
	Debris caught in impeller	Contact Dealer
	Worn or defective parts	Contact Dealer
Pump has stopped	Lower than operating water level has caused pump to overheat	Increase operating water level or pump cooler water

2-YEAR LIMITED WARRANTY

MONDI warrants to the original consumer purchaser ("Purchaser") of its products that they are free from defects in material or workmanship. If within twenty-four (24) months from the date of the original consumer purchase any such product shall prove to be defective, it shall be repaired or replaced at MONDI's option, subject to the terms and conditions described below. The original purchase receipt is required to be eligible for warranty. TERMS AND CONDITIONS Purchaser must pay shipping charges necessary to replace product covered by this warranty. This warranty shall not apply to natural acts or disasters such as but not limited to: lightning, power surges, flash flooding, earthquake, nor shall it apply to products which in the sole judgement of MONDI, have been subjected to negligence, abuse, accident, misapplication, tampering, alteration; nor due to improper installation, operation, maintenance, or storage; nor to other than normal application, use or service, including but not limited to, operational failures caused by corrosion, rust or other foreign materials in the system, or operation at pressures in excess of recommended maximums. Requests for service under this warranty shall be made by returning the defective product to the location of purchase or to MONDI as soon as possible after the discovery of any alleged defect. MONDI will subsequently take corrective action as promptly as reasonably possible. No requests for service under this warranty will be accepted if received more than 30 days after the term of this warranty. This warranty sets forth MONDI's sole obligation and purchaser's exclusive remedy for defective products. MONDI SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR CONTINGENT DAMAGES WHATSOEVER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE DURATION OF THE APPLICABLE EXPRESS WARRANTIES PROVIDED HEREIN. Some states in the U.S.A. do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary between provinces and states.

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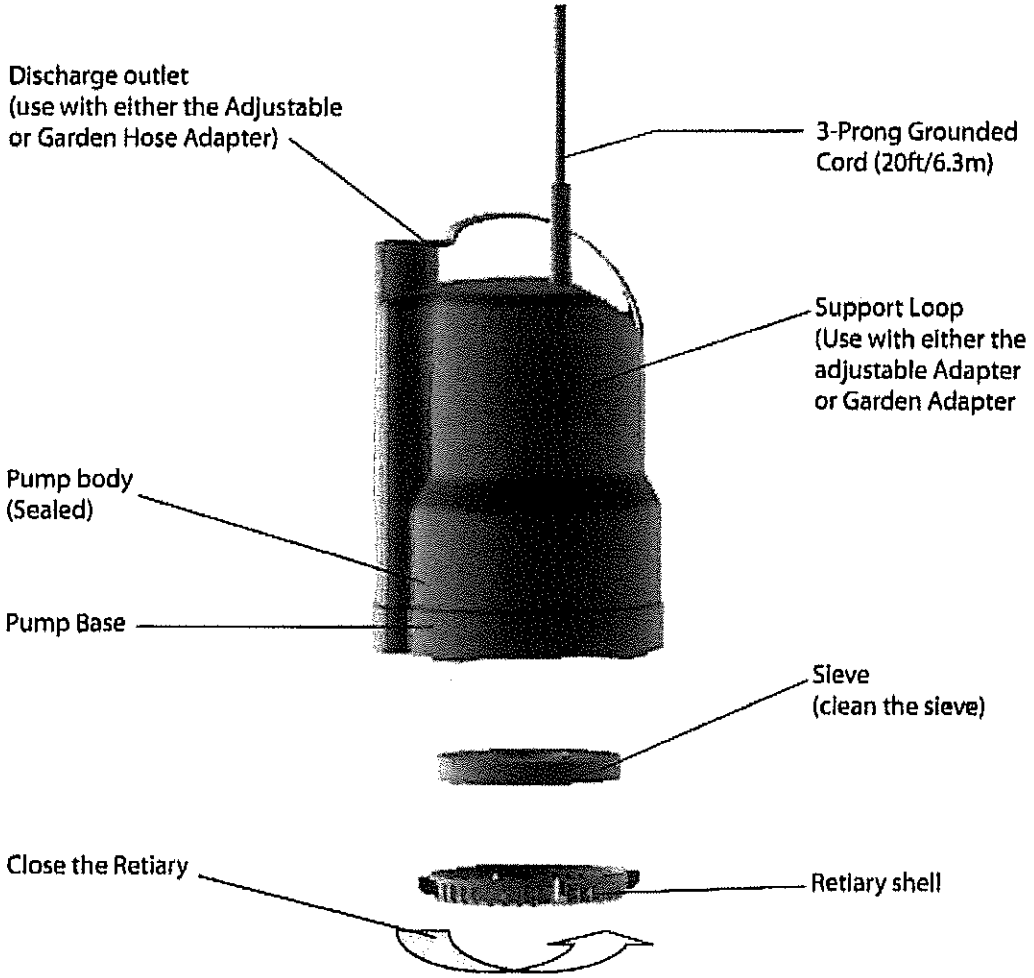
EXPANDED VIEW

The following diagram is for your reference to operate and clean your MONDI Utility Sump Pump. Do not open the motor housing - you will void your warranty.



NOTE: DO NOT OPEN THE MOTOR HOUSING!
DOING SO VOIDS YOUR WARRANTY.

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888-88 MONDI

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HORTI

MASTER GreenPower Plus 1000W EL

High Pressure Sodium lamp with clear outer bulb, optimized growthlight output and maintenance

Product data

- General Characteristics

System Description	Electronic
Cap-Base	K12x30s
Cap-Base Information	-
Bulb	T40 [T 40mm]
Bulb Finish	Clear
Operating Position	p [Parallel or Horizontal(HOR)]
Life to 10% failures	10000 hr

- Light Technical Characteristics

Color Code	220 [CCT of 2000K]
Color Rendering Index	38 RaB
Color Temperature	2000 K
Luminous Flux EL 25°C, Rated	143000 Lm
Lum Efficacy Rated EL 25°C	141 Lm/W
Photosynthetic Photon Flux PPF	2100 umol/s
PPF maintenance 4000h	98 %
PPF maintenance 8000h	96 %
PPF maintenance 10000h	95 %
Chromaticity Coordinate X	529 -
Chromaticity Coordinate Y	416 -

- Electrical Characteristics

Lamp Wattage	1000 W
Lamp Wattage EL 25°C, Rated	1015.0 W
Lamp Wattage EL 25°C, Nominal	1000.0 W
Voltage	400 V
Lamp Voltage	250 V
Lamp Current EL	4 A
Ignition Time	300 (max) s
Run-up time 90%	10 (max) min
Ignition Supply Voltage	398 V
Re-ignition Time [min]	5 (max) min
Dimmable	Yes

- Environmental Characteristics

Energy Efficiency Label (EEL)	A++
Mercury (Hg) Content	42.0 mg
Energy consumption kWh/1000h	1116 kWh

- Luminaire Design Requirements

Bulb Temperature	700 (max) C

- Product Dimensions

Reference Length A	325 mm
Overall Length C	394 (max) mm
Diameter D	33.5 (max) mm
Arc Length O	147 mm

- Product Data

Order code	928196305116
Full product code	928196305116

PHILIPS

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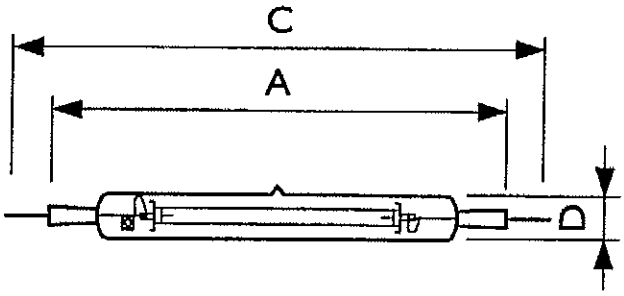
HORTI

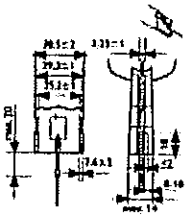
Full product name	MASTER GreenPower Plus 1000W EL
Order product name	MASTER GreenPower Plus 1000W EL/5X6CT
Pieces per pack	1
Packing configuration	5X6CT
Packs per outerbox	30
Bar code on pack - EAN1	8727900933017
Bar code on intermediate packing - EAN2	8727900933024
Bar code on outerbox - EAN3	8727900933031
Logistic code(s) - 12NC	928196305116
Net weight per piece	0.111 kg

Dimensional drawing



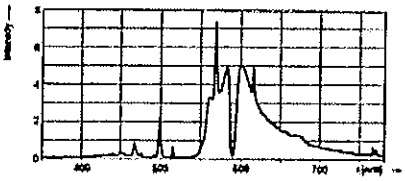
MASTER GreenPower Plus 1000W EL

Product	A (Norm)	C (Max)	D (Max)	L (Norm)	O (Norm)
SON GreenPower Plus 1000W	325	394	335	-	147

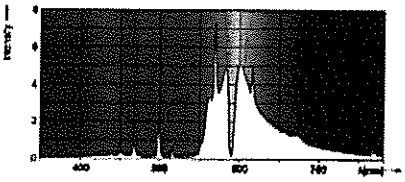


K12x30s

Photometric data



SON GreenPower Plus 1000W



SON GreenPower Plus 1000W

www.philips.com/lighting

2015, April 15
data subject to change

RFA B.6

EYE LIGHTING INTERNATIONAL

PRODUCT SAFETY DATA SHEET
PSDS No,:2.9

EYE brand Metal Halide Lamps, manufactured at EYE Lighting International, Inc. are exempted from the requirements of the OSHA Hazard Communication Standard (CFR 1910.1200) because they are "articles". The following information is provided by EYE Lighting as a courtesy to its customers.

PRODUCT: METAL HALIDE LAMPS DESIGNATED AS:

MT250D/HTL-BLUE; MT400D/BUD/HTL-BLUE; MT400D/HOR/HTL-BLUE; MT1000B-D/HOR/HTL-BLUE

Or the TRADE NAME (as labeled): EYE HORTILUX-BLUE™

SECTION 1: MANUFACTURER

Manufacturer's Name and Address: Iwasaki Electric Co., LTD.
6th Floor, Bakurocho-daiichi Bldg,
1-4-16, Nihonbashi-bakurocho, Chuo-ku,
Tokyo, 103-0002, Japan

Emergency Telephone Number: Tel: +81 (0)3 5847 8630
Fax: +81 (0)3 5847 8647

SECTION 2: HAZARDOUS INGREDIENTS

There are no known health hazards from exposure to lamps that are intact.

If a lamp is broken, the following materials may be released:

Chemical Name	CAS Number	% by wt.	Exposure limits in Air (mg/cubic m) ACGIH (TLV)	OSHA PEL
(1,2) Lead Solder (as Pb)	7439-92-1	0.1-<1.1	0.05	0.05
(1,2) Mercury	7439-97-6	<0.1	0.025 mg/m^3	0.1 Ceiling
Sodium Iodide	7681-82-5	<0.01	----------	--------
Quartz Fused	60676-86-0	10-30	0.1 Resp. Dust	0.1
Glass (Tungsten-Sealing Borosilicate)	----------	50-75	10(3)	15(3)
(1,2) Glass (as Lead Oxide, 6%)	1317-36-8	-------	0.05	0.05
Yttrium Vandate	13566-12-6	0-<0.5	1	1
Zirconium Oxide	1314-23-4	0<0.3	10(3)	

(1) This chemical is subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.
(2) The mercury in this product is one of the substances known to the state of California to cause reproductive toxicity if ingested. [California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65).]
(3) Limits as nuisance particulate.

SECTION 3: PHYSICAL DATA

This item is a metal halide high intensity discharge (HID) lamp; chemical characteristics are not applicable to an intact lamp.

SECTION 4: FIRE AND EXPLOSION DATA

Fire and explosion characteristics are not applicable. Under extreme heat, outer glass envelope might

melt or crack. Inner arc tube is composed of silicon dioxide (quartz) which is a refractory material.

SECTION 5: HEALTH HAZARDS

A. OPERATING LAMPS

Consult the Iwasaki Product Catalog or relevant technical data sheets for complete warnings, operating and installation guides for specific lamp types.

Warning:

1. Metal Halide arc tubes operate at high pressure and high temperature and may unexpectedly rupture.
2. If the outer jacket is broken and the lamp continues to oeprate, ultraviolet radiaition which may cause skin and eye irratation with prolonged exposure may be emitted. Immediately shut power off and replace lamp.
3. Metal Halide lamps must be operated only in suitable designed fixtures.

B. LAMP MATERIALS

THERE ARE NO KNOWN HEALTH HAZARDS FROM EXPOSURE TO LAMPS THAT ARE INTACT. No adverse effects are expected from occasional exposure to broken lamps. As a matter of good practive, avoid prolonged or frequent exposure to broken lamps unless there is adequate ventilation. The major hazard from broken lamps is the possibility of sustaining glass cuts.

NIOSH/OSHA Occupational Health Guidelines for Chemical Hazards and/or *NIOSH Pocket Guide to Chemical Hazards* lists the following effects of overexposure to the chemicals/materials tabulated below when they are inhaled, ingested, or contacted with skin or eye:

Mercury – Exposure to high concentrations of vapors for brief periods can cause acute symptoms such as pneumonitis, chest pains, shortness of breath, coughing, gingivitis, salvation and possibly stomatitis. May cause redness and irritation as a result of contact with skin and/or eyes.

Barium Peroxide- May be fatal if swallowed. Harmful dust. Avoid skin and eye contact.

Quartz Fused – Fibrosis of the lungs causing shortness of breathe and coughing has been associated with silica exposure.

Sodium – Skin contact can cause thermal and/or alkali burns. Fumes from burning sodium are highly irritating to skin, eyes and mucous membranes.

Glass – Glass dust is considered to be physiologically inert and as such, has an OSHA exposur3e limit of 15mg/cubic meter for total dust and 5mg/cubic meter for respirable dust. The ACGIH TLVs for particulates not otherwise classified are 10mg/cubic meter for total dust and 3mg/cubic meter fro respirable dust.

Zirconium Oxide (Zirconia) – Zirconia is a non-toxic material that is very low in free-silica content. Sharp-edged particles can irritate the eyes, perhaps the skin, and definitely the mucous membranes of the respiratory tract.

C. EMERGENCY AND FIRST AID PROCEDURE:

Glass Cuts: Perform normal first aid procedures. Seek medical attention if required.
Inhalation: If discomfort, irritation or symptoms of pulmonary involvement develop, remove from exposure and seek medical attention.
Ingestion: Seek medical attention.
Contact Skin: Throughly wash affected area with mild soap or detergent and water and prevent futher contact. Seek medical attention if irritation occurs.
Contact Eye: Wash eyes, including eyelids, immediately with copious amounts of water for 15 minutes. Seek medical attention.

CARCINOGENIC ASSESSMENT (NTP ANNUAL REPOT, IARC MONOGRAPHS, OTHER): None

SECTION 6: REACTIVITY DATA

Stability: Lamp is stable.
Incompatibility: Glass envelope will react with hydrofluoric acid.
Polymerization: Will not occur.

SECTION 7: PROCEDURES FOR DISPOSAL OF LAMPS

EYE Lighting International recommends that all mercury-containing lamps be recycled. For a list of lamp recyclers and to obtain state regulatory disposal information, log on to www.lamprecycle.org

This is not applicable to an intact lamp. If lamps are broken, ventilate the area where breakage occurred. Clean-up with mercury vacuum cleaner or other suitable means that avoids dust and mercury vapor generation. Take usual precautions for collection of broken glass. Place material in closed containers to avoid generating dust and mercury vapor.

The inner envelope is composed of quartz. Breakage of this envelope may result in some exposure to very small quantities of elemental mercury vapor or iodine compound vapors. No adverse effects are expected from occasional exposure to broken inner envelopes. However, as a matter of good practice, breakage should be avoided. Prolonged or frequent exposure to broken envelopes should be avoided through the use of adequate ventilation during disposal of large quantities of lamps, in which breaking of the inner envelopes occurs.

The arc tube (inner envelope) of a metal halide lamp contains somewhat less mercury than that of a mercury vapor lamp. Under the Toxicity Characteristic Leachate Procedure (TCLP) promulgated by the U.S. Environmental Protection Agency (USEPA), tests of used or spent lamps must be made prior to their disposal, to determine if such lamps are hazardous waste. TCLP tests of used or spent fluorescent, incandescent, and HID lamps indicate that some types of these lamps may be classified as characteristic hazardous waste.

If the outer glass envelope of the lamp is broken or punctured and if the lamp continues to operate, these lamps can cause serious skin burns and eye inflammation from short wave ultraviolet radiation. If the outer envelope is broken or punctured, do not use this lamp in areas where people will remain for more than a few minutes, unless adequate shielding or other safety precautions are used. For example, certain lamps that will automatically extinguish when the outer envelope is broken or punctured are available commercially.

It is the responsibility of the waste generator to properly classify and dispose of waste lamps. A TCLP test for lead, when conducted on based HID lamps, could cause the waste lamp to be classified as a hazardous waste. The lead used in the solder for such lamps should pose little risk of exposure under normal use and handling. In any case, waste lamps should be disposed in accordance with applicable Federal, State, and Local requirements.

RFA B.6

EYE LIGHTING INTERNATIONAL

SECTION 8: CONTROL MEASURES

Respiratory Protection:

Appropriate dust mask should be used if large volumes of lamps are being broken for disposal.

Ventilation:

Avoid inhalation of any airborne dust. Provide local exhaust when breaking large quantities of lamps for disposal.

Hand and Eye Protection:

Appropriate hand and eye protection (e.g. gloves and safety glasses) should be worn when disposing of lamps or handling broken glass.

RFA B.6

EYE LIGHTING INTERNATIONAL

PRODUCT SAFETY DATA SHEET
PSDS No,:2.9

Although EYE Lighting International, Inc. attempts to provide current and accurate information herein, it makes no representations regarding the accuracy or completeness of the information and assumes no liability for any loss, damage or injury of any kind which may result from, or arise out of, the use of/or reliance on the information by any person.

RFA B.6

PHILIPS

Philips Lighting Company

Lamp Material Data Sheet (LMDS)

LMDS #: TL5-09100C
Date: 07/10/2013

Product: Philips T5 Fluorescent Lamps – All Types
All ALTO, non-ALTO, Standard, HE, HO, Circular and TuffGuard
All lengths, coatings, wattages

Section 1. Manufacturer and Contact Information

Philips Lighting Company
A Division of Philips Electronics North America Corporation
200 Franklin Square Drive
Somerset, NJ 08873-4186

24 HR Emergency Phone Number: (800) 424-9300 CHEMTREC
Other Information Calls: (800) 555-0050 Philips Lighting Technical Information

Section 2. Hazardous Ingredients/Identity Information

These lamps contain the following materials:

Material	(CAS #)	Exposure Limits OSHA PEL mg/m^3	ACGIH TLV mg/m^3	PERCENTAGE by weight
Glass	(65997-17-3)	15	10	~96.0%
Phosphor Powder As Nuisance Dust		15	10	~2.5%
Mercury	(7439-97-6)	0.1	0.025	~0.01%
Polyethylene Terephthalate (PET)	(25038-59-9)	-	-	~3.0%

Phosphor powders are ceramic phosphors. There is no data for the ceramics as mixtures. PET sleeving is applied to TuffGuard versions of the lamps to retain materials in the event of lamp breakage.

Section 3. Physical Properties

Not applicable to an intact lamp. These items are light bulbs 5/8 inch in diameter and range from 6 to 58 inches in length.

Section 4. Fire and Explosion Hazards

Not applicable to an intact lamp. If subjected to extreme heat, the glass, and plastic (if present), components of the lamp may crack or melt and may emit toxic fumes. Use extinguishing media appropriate for combustibles in the area.

Section 5. Reactivity

Not applicable to an intact lamp.

RFA B.6

Section 6. **Health Hazards**

Not applicable to an intact lamp. Breakage of the lamp may result in some exposure to the phosphor powder and to elemental mercury. No adverse effects are expected from occasional exposure to broken lamps, but as a matter of good practice, prolonged exposure should be avoided through the use of adequate ventilation during the disposal of large quantities of lamps.

Guidance on cleaning up a broken lamp can be obtained from http://www2.epa.gov/cfl/cleaning-broken-cfl.

Emergency and First Aid Procedures: Apply normal first aid for glass cuts if such should occur through lamp breakage.

Section 7. **Lamp Disposal Procedures**

Normal precautions should be taken for the collection of glass particles in the event a lamp is broken.

Waste Disposal Method: All fluorescent lamps contain some amount of mercury. When a fluorescent lamp is to be disposed, it is subject to the current EPA Toxicity Characteristic Leaching Procedure (TCLP) disposal criteria. This test is used to determine if an item can be managed as hazardous or non-hazardous waste.

Philips low-mercury ALTO fluorescent lamps are identifiable by their characteristic green end caps. Philips ALTO lamps are TCLP compliant and can be managed as non-hazardous waste. Philips will provide TCLP test data upon request.

Philips non-ALTO lamps (with silver end caps) are not TCLP compliant and should be managed as a hazardous waste under the EPA Universal Waste Rules for fluorescent lamps.

All disposal options should be evaluated with respect to federal, state, and local requirements. Before disposing of waste lamps, check with federal, state, and/or local officials for current guidelines and regulations. Philips encourages recycling of its products through qualified recycling facilities.

Section 8. **Control Measures**

Respiratory Protection: None. NIOSH-approved respirator should be used if large quantities of lamps are being broken for disposal.
Ventilation: Avoid inhalation of any airborne dust. Provide local exhaust when disposing of large quantities of lamps.
Hand and Eye Protection: Appropriate hand and eye protection should be worn when disposing of lamps and/or handling broken glass.

Section 9. **Regulatory Information**

As a product, these mercury-containing lamps, when shipped in the manufacturer's original packaging, are not regulated by air, truck, or ocean shipment. As a waste, these lamps may be regulated in various states and local communities. This safety data sheet does not constitute "knowledge of the waste" in certain jurisdictions.

This document supercedes previous documents: TL5-09100B dated 12/19/2012

RFA B.6

PHILIPS

Philips Lighting Company

Lamp Material Data Sheet (LMDS)

LMDS #: HPS – 09100
Date: 12/19/2012

Product: Philips High Pressure Sodium Lamps (Ceramalux, SON, SDW)
ALTO and non-ALTO – All Wattages

Section 1. Manufacturer and Contact Information

Philips Lighting Company

A Division of Philips Electronics North America Corporation
200 Franklin Square Drive
Somerset, NJ 08873-4186

24 HR Emergency Phone Number: (800) 424-9300 CHEMTREC
Other Information Calls: (800) 555-0050 Philips Lighting Technical Information

Section 2. Hazardous Ingredients/Identity Information

These lamps contain the following materials:

Material	(CAS #)	Exposure Limits in Air: OSHA PEL mg/m^3	Exposure Limits in Air: ACGIH TLV mg/m^3	PERCENTAGE by weight
Inert Materials (metals, glass, ceramics)				>98%
Barium	(7440-39-3)	0.5	0.5	<0.04%
Sodium	(7440-23-5)	2.0	2.0	<0.01%
Mercury	(7439-97-6)	0.1	0.025	<0.03%

The Phosphor Powder materials are ceramic phosphors. The ceramics are Barium Aluminate and Yttrium Oxide. The PEL and TLV are given where available for the base materials. There is no data for the ceramics as mixtures.

Section 3. Physical Properties

Not applicable to an intact lamp. These items are light bulbs in various shapes, configurations, and designs. All contain a light emitting discharge tube (composed of polycrystalline alumina – a high temperature refractory material), a glass envelop (bulb) to house the discharge tube, and a threaded base for use in lamp sockets.

Section 4. Fire and Explosion Hazards

Not applicable to an intact lamp. Under extreme heat the outer glass envelope may melt or crack.

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Section 5. **Reactivity**

Not applicable to an intact lamp.

Section 6. **Health Hazards**

Not applicable to an intact lamp. Breakage of the lamp may result in some exposure to the phosphor powder and to elemental mercury. No adverse effects are expected from occasional exposure to broken lamps, but as a matter of good practice, prolonged exposure should be avoided through the use of adequate ventilation during the disposal of large quantities of lamps.

Emergency and First Aid Procedures: Apply normal first aid for glass cuts if such should occur through lamp breakage.

Section 7. **Lamp Disposal Procedures**

Normal precautions should be taken for the collection of glass particles in the event a lamp is broken.

Waste Disposal Method: All high pressure sodium lamps contain some amount of mercury. When a high pressure sodium lamp is to be disposed, it is subject to the current EPA Toxicity Characteristic Leaching Procedure (TCLP) disposal criteria. This test is used to determine if an item can be managed as hazardous or non-hazardous waste.

Philips low-mercury ALTO high pressure sodium lamps are identifiable by their characteristic green logo or green dimple in the outer bulb. Philips ALTO lamps are TCLP compliant and can be managed as non-hazardous waste. Philips will provide TCLP test data upon request for its ALTO products.

Philips non-ALTO lamps (with black logo) are not TCLP compliant and should be managed as a hazardous waste under the EPA Universal Waste Rules for lamps.

All disposal options should be evaluated with respect to federal, state, and local requirements. Before disposing of waste lamps, check with federal, state, and/or local officials for current guidelines and regulations. Philips encourages recycling of its products through qualified lamp recycling facilities.

Section 8. **Control Measures**

Respiratory Protection: None. NIOSH-approved respirator should be used if large quantities of lamps are being broken for disposal.
Ventilation: Avoid inhalation of any airborne dust. Provide local exhaust when disposing of large quantities of lamps.
Hand and Eye Protection: Appropriate hand and eye protection should be worn when disposing of lamps and/or handling broken glass.

Section 9. **Regulatory Information**

As a product, these mercury-containing lamps, may be subject to domestic and international transportation regulations when shipped by air. As a waste, these lamps may be regulated in various states and local communities. This safety data sheet does not constitute "knowledge of the waste" in certain jurisdictions.

This document supercedes previous documents: S19-93001 dated 08/2002
S19-97001 dated 08/2002
S19-98001 dated 11/2006
S19-99001 dated 11/2006

RFA B.6

Philips Green Power
CDM-TP Lamps

Ideal for green houses, growth chambers, and other horticulture applications

Green Power CDM

An efficient growth light lamp

Philips Green Power CDM-TP Lamps provide outstanding growth light performance and substantial energy savings when combined with an efficient ballast.

Superior performance

- Excellent PPF (Photosynthetic Photon Flux) – 1.9 umols/s
- Superior lumen/PPF maintenance of 90% at 8,000 hours
- Long life – 20,000-hour rated average life†
- Suitable for use in open fixtures

Reduced cost of ownership

- Higher growth light compared to 400W HPS lamps*
- 93% ballast efficiency can provide substantial energy savings
- Increased time between re-lamping cycles when compared to standard metal halide lamps**

(†, *, ** See back page for footnotes)

PHILIPS

sense and simplicity

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Philips Green Power CDM-TP Lamps

Ordering, Electrical and Technical Data (Subject to change without notice)

Product Number	Ordering Code	Nom. Watts	ANSI Code	Approx. Initial Lumens[1]	Approx. Mean Lumens[2]	Efficacy (lm/w)	Color Temp. (Kelvin)	CRI	Burn Position	Rated Avg. Life (Hrs.)[3]	PPF (umol/sec)
41521-6	Green Power CDM-TP 315W/T12/U/O	315	C182/O	33,000	29,700	104	3200	90	Universal	20,000	1.9

1) Measured at 100 hours of life in a vertical operating position. Measured at rated lamp watts on electronic ballast. Lumens per watt does not include ballast losses.

2) Approximate lumen output at 40% of lamp rated average life.

3) Rated average life is the life obtained, on the average, from large representative groups of lamps in laboratory tests under controlled conditions at 10 or more operating hours per start. It is based on survival of at least 50% of the lamps and allows for individual lamps or groups of lamps to vary considerably from the average.

Footnotes from front:

[Rated average life is the life obtained, on the average, from large representative groups of lamps in laboratory tests under controlled conditions at 10 or more operating hours per start. It is based on survival of at least 50% of the lamps and allows for individual lamps or groups of lamps to vary considerably from the average.

* When comparing Philips 400W HPS lamp PPF value (1.7) with Green Power CDM-TP Lamp PPF value (1.9).

** Point at which 100% failure point for standard 400W metal halide is approximately 9000 hours compared to 12,000 hours for Green Power CDM-TP Lamp.

WARNINGS, CAUTIONS, AND OPERATING INSTRUCTIONS FOR MASTERCOLOR CDM ELITE MEDIUM WATT CERAMIC METAL HALIDE AND GREEN POWER CDM-TP LAMPS

R **WARNING:** These lamps can cause serious skin burn and eye inflammation from short wave ultraviolet radiation if outer envelope of the lamp is broken or punctured. Do not use where people will remain for more than a few minutes unless adequate shielding or other safety precautions are used. Certain lamps that will automatically extinguish when the outer envelope is broken or punctured are commercially available. This lamp complies with FDA radiation performance standard 21 CFR subchapter J (USA 21CFR 1040.30 Canada SOR/DORS/80-381

If the outer bulb is broken or punctured, turn off at once and replace the lamp to avoid possible injury from hazardous short wave ultraviolet radiation. Do not scratch the outer bulb or subject it to pressure as this could cause the outer bulb to crack or shatter. A partial vacuum in the outer bulb may cause glass to fly if the envelope is struck.

WARNING: The arc tube of metal halide lamps are designed to operate under high pressure and at temperatures up to 1000° C and can unexpectedly rupture due to internal or external factors such as a ballast failure or misapplication. If the arc tube ruptures for any reason, the outer bulb may break and pieces of extremely hot glass might be discharged into the surrounding environment. If such a rupture were to happen, **THERE IS A RISK OF PERSONAL INJURY, PROPERTY DAMAGE, BURNS AND FIRE.**

RELAMP FIXTURES AT OR BEFORE THE END OF RATED LIFE. Allowing lamps to operate until they fail is not advised and may increase the possibility of inner arc tube rupture. This lamp contains an arc tube with a filling gas containing Kr-85 and is distributed by Philips Lighting Company, a division of Philips Electronics North America Corporation, Somerset, New Jersey, 08873.

CAUTION: TO REDUCE THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE, BURNS AND FIRE RESULTING FROM AN ARC-TUBE RUPTURE THE FOLLOWING **LAMP OPERATING INSTRUCTIONS** MUST BE FOLLOWED:

LAMP OPERATING INSTRUCTIONS:

1. Relamp fixtures at or before the end of rated life. Allowing lamps to operate until they fail is not advised and may increase the possibility of inner arc tube rupture.
2. If the lamp is marked on the base with /E, use only in enclosed fixture capable of withstanding particles of glass having temperatures up to 1000°C. If the lamp is marked on the base with /O, lamp should retain all the glass particles should inner arc tube rupture occur.
3. Before lamp installation/replacement, shut power off and allow lamp and fixture to cool to avoid electrical shock and potential burn hazards.
4. Use only auxiliary equipment meeting Philips and/or ANSI standards. Use within voltage limits recommended by ballast manufacturer:
   A. Operate lamp only within specified limits of operation.
   B. For total supply load refer to ballast manufacturers electrical data.
   C. All Pulse Start lamps require a socket rated to withstand a 4,000 volt pulse
5. Periodically inspect the outer envelope. Replace any lamps that show scratches, cracks or damage.
6. If a lamp bulb support is used, be sure to insulate the support electrically to avoid possible decomposition of the bulb glass.
7. Protect lamp base, socket and wiring against moisture, corrosive atmospheres and excessive heat.
8. Time should be allowed for lamps to stabilize in color when turned on for the first time. This may require several hours of operation, with more than one start. Lamp color is also subject to change under conditions of excess vibration or shock, and color appearance may vary between individual lamps.
9. Lamps may require 10 minutes to re light if there is a power interruption.
10. Take care in handling and disposing of lamps. If an arc tube is broken, avoid skin contact with any of the contents or fragments.
11. Use this lamp only in fixtures that contain a Pulse Start metal halide ballast and are specific designed for use with Pulse Start metal halide lamps.

Printed in USA 6/12

P-6414

www.philips.com

Philips Lighting Company
200 Franklin Square Drive
Somerset, NJ 08873
1-800-555-0050

Philips Lighting
281 Hillmount Road
Markham, Ontario
Canada L6C 2S3
1-800-555-0050
A Division of Philips Electronics Ltd.

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ATAMI

Biologisch Technisch Onderzoeksbureau

ATA organics

B'CUZZ PRODUCTS

Huisbergenweg 7 - 9		Phone	+31 (0)73 522 32 56
5249 JR, Rosmalen	:	Fax	+31 (0)73 521 32 59
E-mail: info@atami.com		ING: 7824222	CoC nr : 16051057

Safety data sheet in accordance with EU directive 91/155/EEG-2001/58/EG
Bio NRG ® Bloom - C

Revision date	**30 December 2010**
Printing date	**30 December 2010**

1. Identification of the substance/preparation and company

Identification of the substance:

Productname en code	Bio NRG Bloom - C
Use	Agriculture and Horticulture- Soil improvement
Identification company:	
Name	Atami BV
Address	Huisbergenweg 7-9
ZIP code	5249 JR
Residence	Rosmalen
Country	Nederland
Phone	(31)73- 522 32 56
Fax	(31)73- 521 32 59
E-mail	info@atami.com
Website	www.atami.com
Telephone in case of emergency	Alarm for doctor (24-hours) (31)30- 274 88 88 Poisoning Information Centre Utrecht

2. Composition/information in ingredients

Chemical characterization	Nitrogen (N total) 0.63% Phosphoric pentoxide 17.74% Potassium Oxide 17.67% Natrium Oxide 0.23% Calcium Oxide 0.28% Magnesium Oxide 0.20% Sulphate Oxide 0.13% S.G. 1.27 g/ml

3. Hazards identification

Based on our present knowledge no dangers for man and environment can appear with a profession use of the product.

4. First Aid measures

General information	By doubt always consult a doctor.
After inhalation	Remove victim to fresh air.
After ingestion	Rinse mouth.
After contact with skin	Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.
After contact with eyes	Flush with lukewarm water for 15 minutes.

5. Fire-fighting measures

Fire class	Non flammable
Suitable extinguishing media	Use extinguishable material in accordance with the environment
Unsuitable extinguishing media	-
Special hazards from substance it self	Undetermined
Special protective equipment	Fire fighters should wear suitable protection clothing and a self-contained respiratory protective device.

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E-mail: info@atami.com | ING: 7824222 | CoC nr : 16051057

6. Accidental release measures

Personal precautions	Use protective clothing
Environmental precautions	None.
Methods for cleaning/taking up	Concentrate the material for re-use or pick up with fluid binding material such as sand. Evacuate all personnel immediately when a lot of fluid is spilled and ventilate the area thoroughly. Avoid that the product reaches ground-water and/or sewing system.

7. Handling and storage

Advice on safe handling	No special requirements. We recommend to wear protective gloves and safety glasses.
Advice on protection against fire and explosion	No special requirements.
Further information on storage	Store at room temperature on a dry place.

8. Exposure controls/personal protection

General protective measures	The usual precautionary measures should be adhered to when handling chemicals.
Hygiene measures	Wash hands before breaks and at the end of work.
Respiratory protection	Not necessary if room is well-ventilated.
Hand protection	Wear protective gloves.
Eye protection	Wear safety glasses.
Body protection	Wear protective work clothing.

9. Physical and chemical properties

Form	Liquid
Colour	Colourless
Odour	Light ammonia
Boiling point	100°C
Flash point	Undetermined
Ignition temperature	Undetermined
Density	1.325
Solubility in water	100%
pH value	6.0-7.5 (in concentrated form)
Viscosity (dynamic)	Undetermined
Fire number	Undetermined
Other information	None

10. Stability and reactivity

Thermal decomposition	Stable.
Hazardous reactions	None.
Hazardous decomposition	None.

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Safety data sheet in accordance with EU directive 91/155/EEG-2001/58/EG
Bio NRG ® Bloom - C

Revision date	**30 December 2010**
Printing date	**30 December 2010**

11. Toxicological information

Acute oral toxicity	Non toxic
Irritant effect on skin	Slight irritation can occur. See point 8.
Irritant effect on eyes	Slight irritation can occur. See point 8.
Remarks	Not dangerous for the environment.

12. Ecological information

Bio degradability	100%
Toxicity by fish/algae/ bacteria	Undetermined.

13. Disposal considerations

Product	Disposal according to instructions of local authorities.
Uncleaned packaging	Disposal must be made according to official regulations.

14. Transport information

ADR-ADNR-RID-IATA-IMDG	No hazardous good according to current regulation.

15. Regularity information

Labelling in accordance with EC directives.	Labelling according EU Directive 67/548/EEG and 1999/45/EG.

16. Other information

Other information	This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

RFA B.6

Safety Data Sheet (SDS)

OSHA HazCom 2012 Standard 29 CFR 1910.1200. Prepared to GHS Rev03.

Printing date 06/29/2014 Reviewed on 06/27/2014

* 1 Identification

· **Product identifier**

· **Trade name: Ful-Power Fulvic Acid Extract**
· **Product description**
Golden colored humic acid liquid #2702.10.0000
Extract of ancient humus deposits from fresh water cretaceous deposit.

· **Details of the supplier of the safety data sheet**
· **Manufacturer/Supplier:**
Faust Bio-Agricultural Services, Inc.
6080 Wigrich Road
Independence, OR 97351
(503) 838-2467
· **Emergency telephone number:** (503) 838-2467

2 Hazard(s) Identification

· **Classification of the substance or mixture**
The product is not classified according to the Globally Harmonized System (GHS).

· **Label elements**
· **GHS label elements** Non-Regulated Material
· **Hazard pictograms** Non-Regulated Material
· **Signal word** Non-Regulated Material
· **Hazard statements** Non-Regulated Material
· **Classification system:**
· **NFPA ratings (scale 0 - 4)**

Health = 0
Fire = 0
Reactivity = 0

· **HMIS-ratings (scale 0 - 4)**

Health = 0
Fire = 0
Reactivity = 0

* 3 Composition/information on ingredients

· **Chemical characterization: Mixtures**
· **Description:** Extract of ancient humus deposits from fresh water cretaceous deposits.

· **Dangerous Components:** Non-Regulated Material

* 4 First-aid measures

· **Description of first aid measures**
· **General information:** No special measures required.
· **After inhalation:** Supply fresh air; consult doctor in case of complaints.
· **After skin contact:** Wash with soap and water.
· **After eye contact:** Rinse opened eye for several minutes under running water.
· **After swallowing:** Due to the presence of iron salts, call a physician if large quantities are ingested
· **Most important symptoms and effects, both acute and delayed** No further relevant information available.

(Contd. on page 2)

RFA B.6

Safety Data Sheet (SDS)

OSHA HazCom 2012 Standard 29 CFR 1910.1200. Prepared to GHS Rev03.

Printing date 06/29/2014 Reviewed on 06/27/2014

Trade name: Ful-Power Fulvic Acid Extract

(Contd. of page 1)

· ***Indication of any immediate medical attention and special treatment needed***
No further relevant information available.

5 Fire-fighting measures

· ***Extinguishing media***
· ***Suitable extinguishing agents:***
CO2, extinguishing powder or water spray. Fight larger fires with water spray or alcohol resistant foam.
· ***Special hazards arising from the substance or mixture*** No further relevant information available.
· ***Advice for firefighters***
· ***Protective equipment:*** No special measures required.

* 6 Accidental release measures

· ***Personal precautions, protective equipment and emergency procedures*** Not required.
· ***Environmental precautions:*** No special measures required.
· ***Methods and material for containment and cleaning up:***
Dilute with plenty water.
Neutralize with alkaline materials
· ***Reference to other sections***
See Section 7 for information on safe handling.
See Section 8 for information on personal protection equipment.
See Section 13 for disposal information.

* 7 Handling and storage

· ***Precautions for safe handling*** No special measures required.
· ***Information about protection against explosions and fires:*** No special measures required.

· ***Conditions for safe storage, including any incompatibilities***
· ***Storage:***
· ***Requirements to be met by storerooms and receptacles:***
Store in a dry area out of direct sunlight.
Keep out of reach of children.
· ***Information about storage in one common storage facility:*** Not required.
· ***Further information about storage conditions:*** None.
· ***Specific end use(s)*** No further relevant information available.

* 8 Exposure controls/personal protection

· ***Additional information about design of technical systems:*** No further data; see section 7.

· ***Control parameters***
· ***Components with occupational exposure limits:***
The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.
· ***Additional information:*** The lists that were valid during the creation were used as basis.

· ***Exposure controls***
· ***Personal protective equipment:***
· ***General protective and hygienic measures:***
The usual precautionary measures for handling chemicals should be followed.
· ***Breathing equipment:*** Not required.
· ***Protection of hands:*** Not required.
· ***Material of gloves*** Not required.
· ***Penetration time of glove material*** Not applicable.

(Contd. on page 3)

RFA B.6

Safety Data Sheet (SDS)

OSHA HazCom 2012 Standard 29 CFR 1910.1200. Prepared to GHS Rev03.

Printing date 06/29/2014 Reviewed on 06/27/2014

Trade name: Ful-Power Fulvic Acid Extract

(Contd. of page 2)

· **Eye protection:** Tightly sealed goggles

9 Physical and chemical properties

· **Information on basic physical and chemical properties**
· **General Information**
· **Appearance:**

Form:	Liquid
Color:	Gold colored
· **Odor:**	Odorless
· **Odor threshold:**	Not determined.
· **pH-value @ 20 °C (68 °F):**	3.5
· **Change in condition**	
Melting point/Melting range:	Not determined.
Boiling point/Boiling range:	Not determined.
· **Flash point:**	Not applicable.
· **Flammability (solid, gaseous):**	Not applicable.
· **Ignition temperature:**	
Decomposition temperature:	Not determined.
· **Auto igniting:**	Product is not selfigniting.
· **Danger of explosion:**	Product does not present an explosion hazard.
· **Explosion limits:**	
Lower:	Not determined.
Upper:	Not determined.
· **Vapor pressure:**	Not determined.
· **Density:**	Not determined.
· **Relative density**	Not determined.
· **Vapour density**	Not determined.
· **Evaporation rate**	Not determined.
· **Solubility in / Miscibility with**	
Water:	Not miscible or difficult to mix.
· **Partition coefficient (n-octanol/water):**	Not determined.
· **Viscosity:**	
Dynamic:	Not determined.
Kinematic:	Not determined.
· **Solvent content:**	
Organic solvents:	0.0 %
· **Other information**	No further relevant information available.

* 10 Stability and reactivity

· **Reactivity** Stable under normal conditions
· **Chemical stability** Product is stable under normal conditions.
· **Thermal decomposition / conditions to be avoided:** No decomposition if used according to specifications.
· **Possibility of hazardous reactions** No dangerous reactions known.
· **Conditions to avoid** No further relevant information available.

(Contd. on page 4)

RFA B.6

Safety Data Sheet (SDS)

OSHA HazCom 2012 Standard 29 CFR 1910.1200. Prepared to GHS Rev03.

Printing date 06/29/2014 Reviewed on 06/27/2014

Trade name: Ful-Power Fulvic Acid Extract

(Contd. of page 3)

· ***Incompatible materials:*** No further relevant information available.
· ***Hazardous decomposition products:*** No dangerous decomposition products known.

*11 Toxicological information

· ***Information on toxicological effects***
· ***Acute toxicity:***
· ***Primary irritant effect:***
· ***on the skin:*** No irritant effect.
· ***on the eye:*** May be irritating.
· ***Sensitization:*** No sensitizing effects known.
· ***Additional toxicological information:***
The product is not subject to classification according to internally approved calculation methods for preparations:
When used and handled according to specifications, the product does not have any harmful effects according to our experience and the information provided to us.

· ***Carcinogenic categories***
· ***IARC (International Agency for Research on Cancer)***
None of the ingredients is listed.

· ***NTP (National Toxicology Program)***
None of the ingredients is listed.

· ***OSHA-Ca (Occupational Safety & Health Administration)***
None of the ingredients is listed.

12 Ecological information

· ***Toxicity***
· ***Aquatic toxicity:*** No further relevant information available.
· ***Persistence and degradability*** No further relevant information available.
· ***Bioaccumulative potential*** No further relevant information available.
· ***Mobility in soil*** No further relevant information available.
· ***Additional ecological information:***
· ***General notes:*** Generally not hazardous for water
· ***Results of PBT and vPvB assessment***
· ***PBT:*** Not applicable.
· ***vPvB:*** Not applicable.
· ***Other adverse effects*** No further relevant information available.

13 Disposal considerations

· ***Waste treatment methods***
· ***Recommendation:*** Smaller quantities can be disposed of with household waste.

· ***Uncleaned packagings:***
· ***Recommendation:*** Disposal must be made according to official regulations.

*14 Transport information

· ***UN-Number***
· ***DOT, ADR, ADN, IMDG, IATA*** Non-Regulated Material
· ***UN proper shipping name***
· ***DOT, ADR, ADN, IMDG, IATA*** Non-Regulated Material

(Contd. on page 5)

RFA B.6

Safety Data Sheet (SDS)

OSHA HazCom 2012 Standard 29 CFR 1910.1200. Prepared to GHS Rev03.

Printing date 06/29/2014 Reviewed on 06/27/2014

Trade name: Ful-Power Fulvic Acid Extract

(Contd. of page 4)

· ***Transport hazard class(es)***

· ***DOT, ADR, ADN, IMDG, IATA***

· ***Class***	Non-Regulated Material
· ***Packing group***	
· ***DOT, ADR, IMDG, IATA***	Non-Regulated Material
· ***Environmental hazards:***	
· ***Marine pollutant:***	No
· ***Special precautions for user***	Not applicable.
· ***Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code***	Not applicable.
· ***UN "Model Regulation":***	-

15 Regulatory Information

· ***Safety, health and environmental regulations/legislation specific for the substance or mixture***

· ***Sara***

· ***Section 355 (extremely hazardous substances):***

None of the ingredients is listed.

· ***Section 313 (Specific toxic chemical listings):***

None of the ingredients is listed.

· ***TSCA (Toxic Substances Control Act):***

None of the ingredients is listed.

· ***Proposition 65***

· ***Chemicals known to cause cancer:***

None of the ingredients is listed.

· ***Chemicals known to cause reproductive toxicity for females:***

None of the ingredients is listed.

· ***Chemicals known to cause reproductive toxicity for males:***

None of the ingredients is listed.

· ***Chemicals known to cause developmental toxicity:***

None of the ingredients is listed.

· ***Carcinogenic categories***

· ***EPA (Environmental Protection Agency)***

None of the ingredients is listed.

· ***TLV (Threshold Limit Value established by ACGIH)***

None of the ingredients is listed.

· ***NIOSH-Ca (National Institute for Occupational Safety and Health)***

None of the ingredients is listed.

· ***GHS label elements*** Non-Regulated Material

· ***Hazard pictograms*** Non-Regulated Material

· ***Signal word*** Non-Regulated Material

· ***Hazard statements*** Non-Regulated Material

· ***National regulations:***

The product is subject to be labeled according with the prevailing version of the regulations on hazardous substances.

(Contd. on page 6)

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Safety Data Sheet (SDS)

OSHA HazCom 2012 Standard 29 CFR 1910.1200. Prepared to GHS Rev03.

Printing date 06/29/2014 *Reviewed on 06/27/2014*

Trade name: Ful-Power Fulvic Acid Extract

(Contd. of page 5)

· ***State Right to Know***

All ingredients are listed.

· ***Chemical safety assessment:*** A Chemical Safety Assessment has not been carried out.

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

· ***Date of preparation / last revision*** 06/29/2014 / 2

· ***Abbreviations and acronyms:***

ADR: Accord européen sur le transport des marchandises dangereuses par Route (European Agreement concerning the International Carriage of Dangerous Goods by Road)
IMDG: International Maritime Code for Dangerous Goods
DOT: US Department of Transportation
IATA: International Air Transport Association
ACGIH: American Conference of Governmental Industrial Hygienists
EINECS: European Inventory of Existing Commercial Chemical Substances
ELINCS: European List of Notified Chemical Substances
CAS: Chemical Abstracts Service (division of the American Chemical Society)
NFPA: National Fire Protection Association (USA)
HMIS: Hazardous Materials Identification System (USA)

· **** Data compared to the previous version altered.***

SDS / MSDS Created by MSDS Authoring Services (www.MSDSAuthoring.com)

RFA B. 6

MATERIAL SAFETY DATA SHEET

GENERAL ORGANICS CAMG+®

7/1/09

SECTION 1. MATERIAL IDENTIFICATION

Product Name: General Organics CaMg+®

Chemical Family: A mixture of plant nutrition minerals in aqueous solution

General Use: As a secondary fertilizer

Manufactured by: GH Inc., 3789 Vine Hill Road, Sebastopol CA 95472
(707) 824-9376 Fax: (707) 824-9377

For Emergency Day or Night Call: CHEMTREC – Domestic North America 800-424-9300, International 703-527-3887 (collect calls accepted)

SECTION 2. COMPOSITION / INFORMATION ON INGREDIENTS

Ingredients: CaMg+'s® ingredients and the chemical identity of the compounds and their exact proportions used in the mixture are a trade secret. It does not contain toxic chemicals in concentrations subject to the reporting requirements of OSHA or section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and CFR Part 372.

Exposure Limits: No limits are established for exposure to constituents of aqueous solutions of CaMg+®.

SECTION 3. HAZARDS IDENTIFICATION

*** Emergency Overview ***

As part of good industrial and personal hygiene and safety procedure, avoid all unnecessary exposure to the chemical substance and ensure prompt removal from skin, eyes and clothing

Potential Health Effects

Primary Entry Routes: Ingestion and skin or eye contact

Ingestion: Low ingestion hazard

Eye: Potential mild irritation

Skin: Potential mild irritation

Inhalation: Not considered an inhalation hazard

Carcinogenicity: IARC, NTP, and OSHA do not list components as carcinogens.

Medical Conditions Aggravated by Long- Term Exposure: Unknown

Chronic Effects: Not known

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Other: Not known

SECTION 4. FIRST AID MEASURES

Inhalation: Remove exposed person to fresh air and support breathing, if necessary. Consult a physician if respiratory distress continues.

Ingestion: If swallowed, give several glasses of water to drink to dilute product. Never give anything by mouth to an unconscious person. Induce vomiting as directed by medical personnel. Call a physician.

Eye Contact: Do not allow victim to rub or keep eyes tightly shut. Gently lift eyelids and flush immediately and continuously with flooding amounts of water for at least 15 minutes. Consult a physician or ophthalmologist if pain or irritation develops.

Skin Contact: Wash exposed area with mild soap and water. For reddened or blistered skin, consult a physician.

After first aid: Get appropriate community medical support.

SECTION 5. FIRE AND EXPLOSION DATA

Flammability Classification: Not flammable

Burning Rate: Not combustible

Extinguishing Media: Use any means suitable for extinguishing surrounding fire.

Fire Fighting Equipment: Because fire may produce toxic thermal decomposition products, wear a self-contained breathing apparatus (SCBA) with a full-face piece.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Spill/Leak Procedures: Spills should be wiped up with absorbent towels, or mopped up carefully and held for reclamation or disposal.

Regulatory Requirements: Avoid infiltration of the undiluted product into drains, surface water, groundwater, and soil.

SECTION 7. HANDLING AND STORAGE

Handling Precautions: Avoid ingestion, skin contact, eye contact, and inhalation

Storage Requirements: Keep in tightly closed containers in a cool, dry, ventilated area.

Regulatory Requirements: Follow applicable OSHA regulations.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Ventilation: Not required

Administrative Controls: Minimize direct contact with the product.

Respiratory Protection: If this product is used as directed, respiratory protection is not required. Seek professional advice prior to respirator selection and use. Follow OSHA respirator

regulations (29 CFR 1910.134) and, if necessary, wear a MSHA/ NIOSH-approved respirator. If respirators are used, OSHA requires a written respiratory protection program that includes, at least: medical certification, training, fit testing, periodic environmental monitoring, maintenance, inspection, cleaning, and convenient, sanitary storage areas.

Eye Protection: When handling protective eyewear or goggles should be worn per OSHA regulations (29 CFR 1910.134). Contact lenses pose a special hazard. Soft lenses may absorb irritants, and all contact lenses concentrate irritants. Particles may adhere to contact lenses and cause corneal damage.

Protective Clothing: Wear impervious protective clothing when the possibility of skin or clothing contamination may exist.

Safety Stations: Eye wash stations, quick drench showers, and washing facilities should be readily accessible to workers handling large quantities.

Contaminated Equipment: Remove this material from shoes and equipment. Launder contaminated clothing before wearing.

Comments: Never eat, drink, or smoke in work areas. Practice good personal hygiene after using this product, especially before eating drinking, smoking, using the toilet, or applying cosmetics.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State: Aqueous solution

Specific Gravity: 1.18 ± .06

Appearance and Odor: Brown liquid with a pungent sweet odor.

pH: 4.5 ± 0.5

Odor Threshold Range: Unknown

Vapor Pressure: Unknown

Water Solubility: Soluble

Other Solubilities: Unknown

Boiling Point: 100° C

Freezing Point: -1° C

Viscosity: Unknown

SECTION 10. STABILITY AND REACTIVITY

Stability: Stable at room temperature in closed containers, under normal storage and handling conditions

Polymerization: Hazardous polymerization does not occur.

Chemical Incompatibilities: Hypochlorites, strong oxidizing agents

Conditions to Avoid: Contact with incompatibles

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Hazardous Decomposition Products: N/A

SECTION 11. TOXICOLOGICAL INFORMATION

Not believed to be toxic

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity: Unknown

Environmental Fate: Not expected to be significant

Environmental Degradation: Unknown

SECTION 13. DISPOSAL CONSIDERATIONS

Waste Disposal: Follow Federal, State, and Local regulations.

SECTION 14. TRANSPORTATION INFORMATION

DOT Transportation Data (49 CFR 172.101): Ingredients not listed

SECTION 15. REGULATORY INFORMATION

EPA Regulations: Not listed

SECTION 16. OTHER INFORMATION

General Organics CaMg+® is a plant nutrition product. Information assembled for this Material Safety Data Sheet is for the use of this product as intended by the manufacturer. Users should take all precautions recommended herein while working with this product.

GH Inc. provides the information contained herein in good faith, but makes no representation as to its comprehensiveness or accuracy. This document is intended only as a guide to the appropriate precautionary handling of the material by a properly trained person using this product. Individuals receiving the information must exercise their independent judgment in using this product.

RFA B.6

HYDRO-ORGANICS WHOLESALE, INC.
MATERIAL DATA SAFETY SHEET
EARTH JUICE PRODUCTS

REVISED 03/17/09

SECTION I: GENERAL INFORMATION
PRODUCT NUMBER:F08302-F08308
PRODUCT NAME: EARTH JUICE HI BRIX 0-0-3
CHEMICAL NAME AND SYNONYMS: NA
PRECAUTIONS: Avoid prolonged contact with eyes, skin. Will stain clothing.

SECTION II: HAZARDOUS INGREDIENTS
Not Applicable This product is not a DOT hazardous material.

SECTION III: PHYSICAL/CHEMICAL DATA
BOILING POINT: VERY HIGH
% VOLATILE BY VOLUME: NO DATA
VAPOR DENSITYIN AIR: WATER VAPOR ONLY
VAPOR PRESSURE (MM HG): LOW
SOLUBILITY IN WATER: SOLUBLE
SPECIFIC GRAVITY (H20-1): 1.45
pH : 2.25 TO 6.0
APPEARANCE AND ODOR: Dark brown syrupy liquid, sweet smell

SECTION IV: FIRE AND EXPLOSION DATA
FLASH POINT (method used): Non flammable, non combustible
FLAMMABLE LIMITS IN AIR: Non flammable, non combustible
EXTINGUISHING MEDIA: NA
UNUSUAL FIRE EXPLOSION HAZARDS: Fermentation occurs when diluted with water and is accelerated by heat. During fermentation, carbon monoxide with possible traces of ethanol or volatile fatty acids (e.g., acetic, propionic, lactic, or butyric) is given off, which produces inhalation hazards and possible explosion hazards. This material should be stored in a vented tank designed to contain a material with a specific gravity of 1.3 or greater. Material can ferment if excessive moisture contamination is allowed.

SECTION V: REACTIVITY DATA
STABILITY: Stable- Avoid excess moisture, heat or unventilated containers
HAZARDOUS POLYMERIZATION: NA
HAZARDOUS DECOMPOSITION PRODUCTS: Carbon Monoxide, alcohol or fatty acid vapors
INCOMPATIBILITY: Reacts with concentrated nitric acid or concentrated sulphuric acid. Ferments when diluted with water.

SECTION VI: HEALTH HAZARD DATA
EFFECTS OF OVEREXPOSURE/ EMERGENCY AND FIRST AID PROCEDURES:

EYES: Avoid contact with eyes. Flush eyes with water for 15 minutes.SKIN: Wash off with soap water. Use rubber gloves when handling product.
INHALATION: If vapors or mist causes irritation or distress, remove to fresh air.
INGESTION: No Data
RESPIRATORY PROTECTION: None

SECTION VII: SPILL, LEAK, AND DISPOSAL PROCEDURES
Contain spills. Absorb with commercial or other absorbent material and shovel into container for proper disposal. Prevent spill from entering a waterway or sewer. For large spills, dike and mop up or pump material into a container (metal or plastic) for proper disposal at an approved facility such as a municipal landfill or land application site. If solid crystals form as the material cools, add water to help with clean up. Prevent releases to land or water. If spill could potentially enter any waterway such as small creeks, contact local authorities. For navigable waterways, contact the US coast Guard National Response Center 800-424-8802. Notify as appropriate, federal, state and local agencies. Results in high Biological Oxygen Demand (BOD) and potential oxygen depletion of aquatic systems. Discharges to a waterway of the U.S. are regulated by the Environmental Protection Agency.

SECTION VIII: SPECIAL PRECAUTIONS
Do not add water to container of concentrate. Avoid overheating or freezing.
Other Precautions: Wash thoroughly after handling.

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Material Safety Data Sheet

Section I: General Information

Product Name: **Primordial Solutions Rootamentary** Manufacturer: ABC Organics
Product Number: PS-03 Address: 1850 E. Hueneme Rd., Oxnard, CA 93033
Chemical Name and Synonyms: Phone:
A proprietary blend of animal, plant and mineral extracts.

Section II: Hazardous Ingredients

N/A

Section III: Physical Characteristics

Boiling Point: 212 F
% Volatile by Weight: N/A
Vapor Density: N/A
Vapor Pressure (mmHg): N/A
Solubility in Water: Soluble
Specific Gravity (g/cc): 1.06
Appearance and Odor: Dark black brown liquid, pleasant smell

Section IV: Fire and Explosion Hazard Data

Flash Point: N/A
Explosive Limits: Not Determined
Fire/Explosion Hazard: None
Extinguishing Media: Dry Chemical, Carbon Dioxide, Foam, Water Class BC, ABC Class Fire Extinguisher

Section V: Reactivity Data

Stability: Stable
Incompatibility: None
Hazardous Polymerization: Does Not Occur
Hazardous Decomposition Products: None

Section VI: Health Hazard Data

Overexposure to:
Eyes: Wear eye protection, avoid contact with eyes. Flush immediately with water.
Skin: Avoid contact with skin. Exposure mild to no effect. Wash with water.
Inhalation: No toxic or noxious vapors. Liquid product, no dust hazard.
Ingestion: If swallowed, induce vomiting and consult a physician.
Respiratory: No hazard.

Section VII: Precautions for Safe Handling and Use

Handling/Storage: Material intended for immediate use. Store in moderate temperature. Avoid overheating or freezing.
Eco toxicity: Material Poses No Environmental Hazards

Section VIII: Control Measures

Contain all spills and dispose according to local and state regulations.

RFA B-6

MATERIAL SAFETY DATA SHEET

IDENTITY AS IT APPEARS ON LABEL: F.S. Plant Products Z'

SECTION I – CONTACT INFORMATION

Manufacturer's Name:	F.S. Plant Products	**Emergency Telephone:**	503.256.2400
Address:	9220 SE Stark Street	**Information:**	503.256.2400
	Portland, Oregon 97216	**Date Prepared:**	10.20.11

SECTION II – HAZARDOUS INGREDIENTS / IDENTITY INFORMATION

Hazardous Components (Specific Chemical Identity): None **Common Name:** None

SECTION III – PHYSICAL /CHEMICAL CHARACTERISTICS

Boiling Point:	212°	**Specific Gravity:**	1.05
Vapor Pressure:	Same as water	**Melting Point:**	30°F
Vapor Density:	Same as water	**Evaporation Rate:**	Same as water
Solubility in water:	Complete	**Appearance/Odor:**	Yellow orange/ Non Offensive

SECTION IV – FIRE AND EXPLOSION HAZARD DATA

Flash Point:	N/A	**Extinguish Media:**	N/A
Special Fire Procedures:	None	**Fire/Explosion Hazards:**	None
Flammable Limit:	N/A	**LEL & UEL:**	N/A

SECTION V – REACTIVITY DATA

Unstable____ **Stable** XXX **Conditions to avoid:** >130°F/pH<3.5/pH>9.5

Incompatibility/Materials to avoid: Caustics, acids, strong bases

Hazardous Polymerization: May Occur ____ Will Not Occur XXX **Conditions to avoid:** N/A

SECTION VI – HEALTH HAZARD

Inhalation: None **Eye:** Mild Irritant **Skin:** Mild Irritant **Ingestion:** None <5g body weight

Health Hazards: None Known **Carcinogenicity:** None **NTP:** N/A **IAEC Monographs:** N/A

OSHA Regulated: No **Signs/Symptoms of Exposure:** None **Emergency First Aid Procedures:** N/A

Medical Conditions Generally Aggravated by Exposure: None Known

SECTION VII – PRECAUTIONS FOR SAFE HANDLING / USE

Material Released/Spilled:	Avoid slipping, wash down with water		
Waste Disposal:	Flush down any waste system	**Storage:**	Store at room temperature
Other Precautions:	In case of eye or skin contact, flush with water. If irritation persists, contact physician.		

SECTION VIII – Control Measures

Respiratory Protection:	Not required	**Work/Hygienic Practices:**	Normal-Good
Special Ventilation:	Not required	**Protective Gloves:**	Rubber gloves recommended
Eye Protection:	Safety goggles recommended	**Other Protection:**	N/A

RFA B.6

REVISION DATE: 19/02/2008

GROWTH TECHNOLOGY LTD

SAFETY DATA SHEET

According to 1907/2006/EC, article 31 (REACH)

CLONEX

1 IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND COMPANY/UNDERTAKING

PRODUCT NAME	Clonex Rooting Hormone Gel (Purple)
MAP PRODUCT NUMBER (UK)	10676
SYNONYMS, TRADE NAMES	Clonex
SUPPLIER	Growth Technology Ltd. Unit 66, Taunton Trading Estate Taunton TA2 6RX United Kingdom Phone +44 1823 325291 Fax +44 1823 325487 info@growthtechnology.com
EMERGENCY TELEPHONE	+44 1823 325291 (office hours only)

2 HAZARDS IDENTIFICATION

Clonex improves the root formation in plants and is used for the propagation of plant cuttings. It contains indole butyric acid as the active ingredient, 2-hydroxyethylcellulose as viscosifier and crystal violet dye as colourant; these components are dissolved in water.

Indole butyric acid is a plant growth regulator.
2-Hydroxyethylcellulose is a viscosifier.
Crystal Violet Dye is a colourant.

CLASSIFICATION
Indole butyric acid is classified as an Agricultural Chemical and Pesticide. Mutagenic.
Crystal Violet Dye is classified as harmful, carcinogenic, irritant and dangerous to the environment.

3 COMPOSITION/INFORMATION ON INGREDIENTS

Name	EC-No	CAS-No.	Content	Classification
2-hydroxyethylcellulose		9004-62-0	1.2%	
indole butyric acid	205-101-5	133-32-4	0.3%	R25
crystal violet dye	208-953-6	548-62-9	0.0012%	
water			>98%	

The Full Text for all R-Phrases are Displayed in Section 16

COMPOSITION COMMENTS
The Data shown are in accordance with the latest EC Directives

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REVISION DATE: 19/02/2008

4 FIRST-AID MEASURES

INGESTION
If the person affected is conscious, have them drink large quantities of water, after which vomiting should be induce by a properly qualified person. Never give anything by mouth to an unconscious person.
Seek immediate medical assistance.

SKIN CONTACT
Remove contaminated clothing and wash skin with soap and plenty of running water.
Seek medical assistance.

EYE CONTACT
Rinse immediately eye with plenty of low pressure water for at least 15 minutes.
Remove any contact lenses.
Seek medical assistance.

5 FIRE-FIGHTING MEASURES

EXTINGUISHING MEDIA
The product is non combustible.
To extinguish fire use water spray, dry chemical, carbon dioxide, or chemical foam.

SPECIAL FIRE FIGHTING PROCEDURES
None.

UNUSUAL FIRE & EXPLOSION HAZARDS
None.

SPECIFIC HAZARDS
None.

PROTECTIVE MEASURES IN FIRE
Wear full protective clothing and MSHA/NIOSH-approved self-contained breathing apparatus with full face piece operated in the pressure demand or other positive pressure mode.

6 ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS
See section 8.

ENVIRONMENTAL PRECAUTIONS
Take precautionary measures against discharges into the environment.

SPILL CLEAN UP METHODS
Sweep up or absorb spilled material, then place into a suitable closed container for disposal as chemical waste.
Flush spill area with water. Product is slippery.

7 HANDLING AND STORAGE

USAGE PRECAUTIONS
Avoid contact with eyes, skin or clothing.
Wash thoroughly after handling and before eating, drinking or smoking.

STORAGE PRECAUTIONS
To protect product quality, store in sealed container out of direct sunlight.

DISCLAIMER

This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is, to the best of the company's knowledge and belief, accurate and reliable as of the date indicated. However, no warranty guarantee or representation is made to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability of such information for his own particular use.

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REVISION DATE: 19/02/2008

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

PROTECTIVE EQUIPMENT
Protective gloves, safety goggles and protective clothing.

RESPIRATORY EQUIPMENT
Not applicable

HAND PROTECTION
Protective gloves should be used if there is the risk of direct contact or splash.

EYE PROTECTION
Wear approved safety goggles.

HYGIENE MEASURES
Wash at the end of each work shift and before eating, drinking, smoking or using the toilet.

SKIN PROTECTION
Wear apron or protective clothing in case of danger of contact.

9 PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE	aqueous viscous solution with a slight odour
COLOUR	purple
BOILING POINT	about 100 degrees Celcius
SPECIFIC GRAVITY	approximately 1
pH – VALUE	7.0 – 8.0

10 STABILITY AND REACTIVITY

STABILITY
Stable under normal temperature conditions and recommended use.

MATERIALS TO AVOID
None

HAZARDOUS DECOMPOSITION PRODUCTS
None

11 TOXICOLOGICAL INFORMATION

GENERAL
The toxicological properties of indole butyric acid have not been fully investigated.

TOXIC DOSE 1 – LD50 (ORAL, RAT)

Indole butyric acid (undiluted)	>500 mg/kg
Crystal violet dye	420 mg/kg

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INGESTION
Indole butyric acid: toxic if swallowed. May cause irritation of the digestive track.
Crystal violet dye: harmful if swallowed.
2-hydroxyethyl cellulose: may cause mild irritation of the digestive track if swallowed in large amounts.

SKIN CONTACT
May cause irritation.

EYE CONTACT
May cause irritation.

12 ECOLOGICAL INFORMATION

ECOTOXICITY
Crystal Violet Dye is very toxic to aquatic organisms and may cause long term effects in the aquatic environment. It is however only present in this Product in a very low concentration.

WATER HAZARD CLASSIFICATION
none

13 DISPOSAL CONSIDERATIONS

GENERAL INFORMATION
Place into a suitable closed container for disposal as chemical waste.

DISPOSAL METHODS
Dispose of in accordance with local and national regulations.

14 TRANSPORT INFORMATION

GENERAL
The product is not covered by international regulations on the transport of dangerous goods (IMDG, IATA, ADR/RID)

PACKAGING
50ml, 250ml, 1L, 5L, 25L.

15 REGULATORY INFORMATION

LABELLING	none	
CONTAINS	indole butyric acid, crystal violet dye	
RISK PHRASES	R25	Toxic if swallowed
SAFETY PHRASES	S26	In case of contact with eyes, rinse immediately with plenty of water and seek medical advise
	S36/37	Wear suitable protective clothing and gloves
	S45	In case of accident or if you feel unwell seek medical advice immediately (show the label where possible)

UK REGULATORY REFERENCES
Chemicals (Hazard Information & Packaging) Regulations. The Control of Substances Hazardous to Health Regulations 1988. Health and Safety at Work Act 1974.

ENVIRONMENTAL LISTING

DISCLAIMER
This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is, to the best of the company's knowledge and belief, accurate and reliable as of the date indicated. However, no warranty guarantee or representation is made to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability of such information for his own particular use.

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Control of Pollution Act 1974.

EU DIRECTIVES
System of specific information relating to Dangerous Preparations. 2001/58/EC. Dangerous Preparations Directive 1999/45/EC.

STATUTORY INSTRUMENTS
Notification of New Substances Regulations (NONS) 1993. The Export and Import of Dangerous Chemicals Regulations 2005 number 928.

APPROVED CODE OF PRACTICE
Classification and Labelling of Substances and Preparations Dangerous for Supply (EU 2001/59/EC). Safety Data Sheets for Substances and Preparations (REACH)

GUIDANCE NOTES
Workplace Exposure Limits EH40. Introduction to Local Exhaust Ventilation HS(G)37. CHIP for everyone HSG(108).

NATIONAL REGULATIONS
The Chemicals (Hazard Information and Packaging for Supply) Regulations 2002. No. 1689.
Workplace Exposure Limits 2005 (EH40).
The Carriage of Dangerous Goods and use of transportable pressure equipment regulations 2004.
Control of Substances hazardous to health regulations 2002 (as amended).

16 OTHER INFORMATION

ISSUED BY HS&E Manager

REVISION DATE: 19/02/2008

RISK PHRASES IN FULL
R25 Toxic if swallowed

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MATERIAL SAFETY DATA SHEET

SECTION I: CONTACT INFORMATION

MANUFACTURERS NAME:
HYDROPONIC RESEARCH INC.
ADDRESS:
2555 STATE ST.
SUITE 105
SAN DIEGO, CA 92101
TELEPHONE NUMBER: (800) 975-6860
DATE PREPARED: October 2nd, 2013

SECTION II: COMPOSITION & INGREDIENT INFORMATION

PRODUCT NAME: VEG+BLOOM (ALL FORMULAS)

DESCRIPTION : Free flowing powdered mineral complex containing monopotassium phosphate, potassium sulfate, magnesium sulfate, potassium nitrate, calcium nitrate, borax, iron EDTA, ammonium molybdenum, manganese EDTA, and other non-hazardous ingredients which are trade secret. *Please refer to CAS info for above listed compounds and their potential health hazards and recommended handling procedures.

SECTION III: HAZARDS IDENTIFICATION

EFFECTS OF OVEREXPOSURE: Acute: may cause slight eye & throat irritation

Chronic: None known

GENERAL PRECAUTIONS: Always practice good hygiene wash hands thoroughly after handling. Do not get in eyes or on skin. Do not ingest. Wear dust mask when handling.
MEDICAL CONDITIONS RECOGNIZED AS BEING AGGRAVATED BY EXPOSURE: None PRIMARY ROUTE OF ENTRY: Eyes, skin, inhalation

SECTION IV: FIRST AID INFORMATION

SKIN: Remove contaminated clothing and wash hands thoroughly after use. If irritation occurs consult with physician.
EYES: Flush eyes with cool water for 15 minutes, remove contact lenses and consult physician if irritation persists
INGESTION: If conscious rinse mouth and dilute with fluids. Consult physician or poison control for further treatment advice
INHALATION: Move person to fresh air and consult physician for further treatment advice.
NOTE TO PHYSICIAN (Antidote): N/A

SECTION V: FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA: Use appropriate media for underlying cause of fire.
SPECIAL FIRE FIGHTING PROCEDURES: Wear self-contained breathing apparatus. Product is not flammable and can be quickly diluted with water.
FLASH POINT: N/A
SPECIAL FIRE HAZARDS: None
SPECIFIC HAZARDS: None

SECTION VI: ACCIDENTAL RELEASE MEASURES AND DISPOSAL

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Wear protective equipment sweep up spill. Dispose of in accordance with local, state & federal regulations.

REPORTABLE QUANTITY (RQ) UNDER CERCLA: NO

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SECTION VII: STORAGE AND HANDLING

PRECAUTIONS TO BE TAKEN IN HANDLING & STORAGE: Do not get in eyes, breathe in dust or ingest. Upon contact wash affected area with soap and water. Store in original container with lid tightly secured. Store product in a cool, dry place on a pallet or rack system. Avoid excessive heat & sunlight.
OTHER: Always follow label directions.

SECTION VIII: EXPOSURE CONTROLS AND PERSONAL PROTECTION

PERSONAL PROTECTIVE EQUIPMENT
EYE / FACE PROTECTION: Eye protection (OSHA Approved) is recommended if potential for excessive dust exists
HAND / SKIN PROTECTION: Individuals with sensitive skin should wear OSHA approved gloves
RESPIRATORY PROTECTION: None Required
OTHER: Wear pants, shirt, shoes and socks
ENGINEERING CONTROLS:
Local exhaust or general ventilation to maintain exposure below PEL
NO PEL established

SECTION IX: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: free flowing powder
SOLUBILITY: soluble in water
BOILING POINT: N/A
MELTING POINT: N/A
FREEZING POINT: N/A
EVAPORATION RATE: N/A
VAPOR DENSITY (Air = 1): N/A
SPECIFIC GRAVITY: N/A
BULK DENSITY: N/A
pH (as is): 5-6

SECTION X: STABILITY AND REACTIVITY INFORMATION

HAZARDOUS DECOMPOSITION PRODUCT: None
INCOMPATIBILITY: Heat sources, reducing agents
STABILITY: Stable under normal conditions
HAZRDOUS POLYMERIZATION: None
CONDITIONS TO AVOID: Excessive moisture & heat during storage

SECTION XI: TOXICITY INFORMATION

ACUTE TOXICITY	CARCINOGENICITY REFERENCE
Inhalation LD_{50}= N/E	I.A.R.C: No
Oral LD_{50}= N/E	N.T.P.: No
Dermal LD_{50}= N/E	O.S.H.A.: No
	OTHER (specify): No

SECTION XII: ECOLOGICAL INFORMATION

Avoid discharge in to streams, lakes, waterways & storm drains

SECTION XIII: TRANSPORTATION INFORMATION

DOT SHIPPING NAME: Not regulated
UN NUMBER: None
HAZARD CLASS: None (Non Hazardous)
PRIMARY HAZARD LABEL: None

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SUBSIDARY RISK LABEL: None
WHMIS CLASSIFICATION: N/A

SECTION XIV: REGULATORY INFORMATION

SARA 311

None of the ingredients are reportable under SARA 311

SARA 312

None of the ingredients are reportable under SARA 312

RCRA

This product does not contain any ingredients on RCRA

TO THE BEST OF OUR KNOWLEDGE THIS INFORMATION IS TRUE AND ACCURATE. SINCE THE INFORMATION CONTAINED HEREIN MAY BE APPLIED UNDER CONDITIONS BEYOND OUR CONTROL WE DO NOT ASSUME ANY RESPONSIBILITY FOR THE RESULTS OF ITS USE. THIS INFORMATION IS FURNISHED UPON THE CONDITION THAT THE PERSON RECEIVING THIS PRODUCT SHALL MAKE HIS/HER OWN DETERMINATION OF THE SUITABILITY OF THE MATERIAL FOR THEIR PARTICULAR PURPOSE. THIS INFORMATION IS PROVIDED IN GOOD FAITH BUT WITHOUT EXPRESSED OR IMPLIED WARRANTY. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO TAKE APPROPRIATE PRECAUTIONS.

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MSDS

Material Safety Data Sheet

Trade Name/Synonym . . . . . : **Pro-TeKt – The Silicon Solution**
Date Prepared . . . . . : June 1, 2009
Chemical Name . . . . . : Silicic acid, Potassium salt
Formula . . . . . : Mixture Potassium Silicate solution

Section 1: Manufacturer or Supplier

Dyna-Gro Nutrition Solutions™, 2775 Giant Road, Richmond, CA 94806, (800) 396-2476, Emergency (510) 233-0254

Section 2: Hazardous Ingredients

Contains no hazardous mixtures.

Section 3: Physical Data & Ingredients

Physical State at STP . . . . . : Liquid
Specific Gravity . . . . . : 1.2
Melting Point . . . . . : 32° F
Appearance & Odor . . . . . : Clear Odorless Liquid

pH . . . . . : 10.5
Solubility in Water . . . . : Miscible
Evaporation Rate . . . . . : N/A

Chemical or Common Name	CAS#	%	OHSA PEL	ACGIH TLV
Water	7732-18-5	75.1%	Not Established	Not Established
Silicic acid, potassium salt; Potassium silicate	1312-76-1	24.9%	Not Established	Not Established

Section 4: Fire & Explosion Hazard Data

Flash Point . . . . . : Non Flammable
Auto-Ignition Temp. (Lower) . . . . . : N/A
Auto-Ignition Temp. (Upper) . . . . . : N/A
Flammable Limits in Air . . . . . : N/A
Extinguishing Media to Use . . . . . : Dry Chemicals, CO_2, Water or Water Base Foam
Special Fire Fighting Equipment . . . : Wear protective clothing & breathing unit
Unusual Fire & Explosion Risk . . . : None

Section 5: Reactivity Hazard Data

Stability . . . . . : Stable
Incompatibility . . . . . : Gels when mixed with acid. Spills on glass or tile can turn surface permanently white.
Hazardous Decomposition . . . . . : Hydrogen Gas
Conditions to Avoid . . . . . : May produce flammable Hydrogen gas on prolonged contact with certain metals (aluminum, tin, lead, and zinc).

Section 6: Health Hazard Data

Effects of Over-Exposure: Prolonged contact with skin may cause itching or burning. Contact with eyes may cause pain, redness and tearing. Inhalation may cause a burning pain in nose and throat. If swallowed, may cause irritation to the esophagus and stomach.

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Section 6: Health Hazard Data – continued

Health Hazards: Acute: Irritation to skin mucus membranes
Chronic: No known chronic hazards. Not listed by OSHA as a carcinogen.

Carcinogenicity: Not a carcinogen.

Medical Conditions Aggravated by Exposure: Asthma and lung diseases, skin diseases.

Emergency First Aid:
If Swallowed. . . . . : Drink large amounts of water. Call a physician.
Skin Exposure. . . . . : Flush with plenty of water.
Eye Exposure . . . . . : Immediately flush eyes with plenty of water for at least 15 minutes. Call a physician.
If Inhaled . . . . . .: Remove to fresh air. Call a physician.

Section 7: Spill or Leak Procedures

Environmental Hazard . . . . . .: High pH (alkalinity) of undiluted or non-neutralized material is harmful to aquatic life. Not a listed toxic chemical under SARA Title III, Sections 302, 304 or 313.
Steps to take if Spill Occurs . . . . .: Sinks and mixes with water. Not a RCRA Hazardous waste. Neutralize with dilute acid
and landfill solids according to local, state and federal regulations. Flush neutral liquid to sewer with plenty of water.
Waste Disposal Method . . . . . .: Neutralize with dilute acid and landfill solids according to local, state and federal regulations. Flush neutral liquid to sewer with plenty of water.

Section 8: Special Protection Information

Respiratory Protection . . . . . : Self-contained breathing apparatus where concentrate spray occurs.
Ventilation . . . . . : Use with adequate ventilation
Eye Protection . . . . . .: Safety goggles
Protective Gloves . . . . . : Rubber
Other Protective Equipment . . . . : Non-absorbent clothing and rubber boots.

Section 9: Handling & Storage Conditions

Storage Temperature (Min./Max.): 35° F / 200° F
Shelf Life. . . . . : Indefinite
Handling Precautions . . . . . .: Do not drink, get in eyes, on skin or on clothing. Avoid breathing vapor. Wash thoroughly with soap and water after handling. Promptly clean up spills.
Storage Precautions . . . . . : Keep in tightly closed container. Store in clean steel or plastic containers. Separate from acids, reactive metals and ammonium salts. Do not store in aluminum, fiberglass, copper, brass, zinc or galvanized containers.

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Material Safety Data Sheet

novozymes
Rethink Tomorrow

1. Product identification

Product use: Biofungicide
MSDS number: NZB-906
Effective date: March 1, 2013

12320 Cutten Road. Houston, Texas 77066

Actinovate® SP

2. Composition:

Components	CAS number	% (w/w)
Streptomyces lydicus WYEC 108	N/A	0.0371
Inerts		99.9629

Note: This product contains beneficial microorganisms. Novozymes exclusively uses non-pathogenic beneficial microorganisms that are considered to be non-allergenic, non-irritating and non-sensitizing when used as directed. Exposure to very high levels of airborne microbial spores may result in very rare respiratory impairments or cause an allergic reaction in sensitized individuals. A Material Safety Data Sheet is supplied with all products.

Emergency overview:
Individuals allergic to molds and/or fungi should avoid using this product. If use by allergic individuals is unavoidable, absorption by eye or skin contact, inhalation, or ingestion must be prevented to minimize the chance of allergic reaction.

3. Hazard identification:

NFPA: Health – 0, Flammability – 0, Reactivity – 0
Potential health effects:
Eyes: Causes slight irritation.
Skin contact: Causes no negative side effects.
Skin absorption: May be harmful if absorbed through skin. Do not expose open cuts or wounds to this product.
Ingestion: Irritation of mucous membranes.
Inhalation: Prolonged or repeated exposure may cause injury to the respiratory tract. Avoid breathing dust.
Chronic effects: Not a likely hazard
Cancer: Not a likely hazard
Birth defects: Not available
Reproductive effects: Not available
Mutagenic effects: Not available

4. First aid measures:

Eyes: Hold open eye and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
Skin: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
Ingestion: Call a Poison Control Center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control centre or doctor. Do not give anything by mouth to an unconscious person.
Inhalation: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferable mouth-to-mouth if possible. Call a poison control centre or doctor immediately for treatment advice.
Note to physician: Employ supportive care. Treatment should be based on the judgment of the physician in response to reactions of the patient.

5. Fire-fighting measures:

Flash point: Not available
Explosive limits: Not available
Auto-ignition temperature: Not available
Extinguishing media: Use extinguishing media appropriate for controlling the surrounding fire
Sensitivity to mechanical impact/static discharge: Take precaution against static discharges
Unusual fire and explosion hazards: Minimize use of water to prevent environmental contamination
Fire-fighting equipment: Wear positive-pressure self-contained breathing apparatus and full turn-out gear

6. Accidental release measures:

Sweep up the spill and store in a suitable container until proper disposal can be arranged. Wash surface. Wear appropriate protective equipment.

7. Handling and storage:

Do not contaminate water, food or feed by storage or disposal. This product consists of living microbes. Store in a well-ventilated area, out of reach of children and domestic animal. Store at room temperature and use before the expiry date. Close opened packages tightly. Practice reasonable caution to avoid contact with this product. Avoid breathing dusts and mists if generated. Users should wash thoroughly after using this product.

8. Exposure controls, personal protection and exposure limits:

***Streptomyces lydicus* WYEC 108:** Not available.
Engineering controls: Good ventilation is required. Avoid generating aerosols during handling.
Breathing: Users must wear an approved dust-mist filtering respirator/mask (MSHA/NIOSH approval number prefix TC-21C) or a NIOSH approved respirator/mask with any N-95, R-95, P-95 or HE filter.

In Case of Emergency Call: 1-888-744-5662
Available 24 hours a day 7 days a week from April 1st to June 15th,
otherwise available from 8:00am to 4:30pm CST, Monday to Friday.

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LAVERLAM INTERNATIONAL

MATERIAL SAFETY DATA SHEET

Section I – PRODUCT AND COMPANY IDENTIFICATION

Product Name: **BotaniGard® ES** Issue Date: 11/2012
US EPA Registration No.: 82074-1
Canada Registration No.: 29320
Recommended Use: Biological insecticide

Manufacturer: **Laverlam International Corporation**
117 South Parkmont
Butte, MT 59701 USA
(406) 782-2386 Tel. (406) 782-9912 Fax

Emergency Phone Number: Chemtrec: 800-424-9300
EPA National Response Center: 800- 424-8802

Section II – HAZARDS IDENTIFICATION

Hazard Statement: Causes moderate eye irritation. Harmful if absorbed through the skin, inhaled or swallowed.
Eyes: Causes substantial, but temporary eye damage; eye irritant.
Inhalation: Potential allergen.
Ingestion: Do not ingest. Harmful if swallowed.
Skin Contact: Excessive skin contact may cause itching.
Precautionary Statement: Avoid contact with eyes, skin, or clothing. Avoid breathing spray mist. Wash thoroughly with soap and water after handling and before eating, drinking, and chewing gum using tobacco or using the toilet. Remove contaminated clothing and wash clothing before reuse.
Other Precautions: Potentially pathogenic to honey bees. This product may be toxic to fish.

Section III – COMPOSITION / INGREDIENT INFORMATION

Chemical & Synonyms Names: None

			CAS No.
Biological Family:	*Beauveria bassiana* Conidia:	11.3%	Not Applicable
	Inerts (Proprietary):	88.7%	Not Applicable to Mixtures

Section IV – FIRST AID MEASURES

If in eyes	• Hold eye open and rinse slowly and gently with water for 15 – 20 minutes. • Remove contact lenses, if present, after the first 5 minutes, and then continue rinsing. • Call poison control center or doctor for treatment advice.
If on skin or clothing	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 – 20 minutes. • Call a poison control center or doctor for treatment advice.
If inhaled	• Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. • Call a poison control center or doctor for further treatment advice.
If swallowed	• Immediately call a poison control center or doctor. • Do not induce vomiting unless told to do so by the poison control center or doctor. • Do not give any liquid to the person. • Do not give anything by mouth to an unconscious person.

Note to physician: No specific antidote. Treat symptomatically. Contains petroleum distillate. Vomiting may cause aspiration pneumonia.

Section V - FIRE AND EXPLOSIVE HAZARD DATA

Flash Point: 182°C (360°F)
Lol Flammable Limits: 0.9%
Uol Flammable Limits: 7%
Auto ignition Temperature: Not available
Flammability Classification: Not available
Known hazardous Products of Combustion: Not known

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Section X – STABILITY AND REACTIVITY

Stability:	Stable Compound. This product is stable and will not react violently with water.
Incompatibility (Materials):	Avoid contact with strong oxidants such as liquid chlorine, concentrated oxygen, sodium hypochlorite, calcium hypochlorite, etc., as this may present an explosion hazard.
Hazardous Decomposition Products:	Carbon monoxide
Hazardous Polymerization:	Will not occur
Conditions to avoid:	Avoid temperatures exceeding the flash point of 182°C (360°F).

Section XI – POTENTIAL HEALTH EFFECTS

Wear proper personal protective equipment to avoid exposure. Use with adequate ventilation.

Routes of Entry:

Eye-Yes	Causes substantial, but temporary eye damage; eye irritant.	
Inhalation-Yes	Potential allergen.	LD_{50} (Rat): Active substance $1.0X10^{8}$ CFU/animal (rat)
Skin-Yes	Excessive skin contact may cause itching.	LD_{50} (Rabbit): Active substance $1.0X10^{11}$ CFU/animal (rabbit)
Ingestion-Yes	Harmful if swallowed. Aspiration hazard if swallowed and vomiting occurs.	LD_{50} (Rat): >5000 mg/kg bw
Chronic Effects:	None known	
Carcinogen Status:	No Listing	

Section XII - ECOLGICAL DATA

This product is not classified as dangerous for environment. Spills into or near waterways resulting in a sheen must be reported to the National Response Center (1-800-424-8802).

Ecotoxicity (Aquatic and Terrestrial):	Not available
Persistence and Degradability:	Not available
Bioaccumulative Potential:	None
Mobility in Soil:	Not available
Other Adverse Effects:	Not available

Section XIII – DISPOSAL

Pesticide Disposal:	Offer unused product to a waste disposal facility or pesticide disposal program.
Container Disposal:	Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances.

Section XIV - TRANSPORTATION

US D.O.T.:	Not Regulated
Canadian TDG:	Not Regulated
Freight Classification:	Insecticide, NMFC Item 155050, LTL Class 60

Land:	ADR/RID Class:	Not controlled under ADR
Water:	IMDG Class:	Not controlled under IMDG
Air:	ICAO/IATA Class:	Not controlled under IATA

Section XV - REGULATORY

US FIFRA (Federal insecticide, Fungicide and Rodenticide Act):	Regulated
US EPA (Environmental Protection Agency):	Registration No. 82074-1
Canada (Pest Control Products Act):	Registration No. 29320

Section XVI - OTHER

Laverlam International Corporation believes the information and recommendations contained herein are accurate and reliable as of the date issued. Buyers and handlers of this product shall assume all risk and responsibility for potential loss or damage if this product is used, stored, handled or applied in a manner inconsistent with its registered labeling. This information is provided solely for your information and consideration and Laverlam assumes no legal responsibility for use or reliance thereon.

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Colonize™ AG.

"Healthy Soil, healthy plant"

Microbial inoculant and VAM fungal stimulant for agricultural applications

Colonize AG is a biological inoculant designed to promote the establishment of beneficial plant-microbe-soil interactions in the root zone. Colonize AG utilizes a dual strategy acquired from Nature. First, it is a microbial inoculant containing numerous strains of rhizosphere bacteria and fungi that fix nitrogen, solubilise phosphorus, and recycle mineral nutrients through the breakdown of organic matter. These include spores of select strains of Bacillus and Streptomyces bacteria, and Trichoderma fungi. Second, Colonize AG contains formononetin, an isoflavonoid which increases the degree of root colonization by introduced and native vesicular-arbuscular mycorrhizal (VAM) fungi. Together, the activities of these beneficial bacteria and fungi promote plant health by improving soil fertility and plant nutrition in the natural way. Colonize AG is not a plant food product.

PRODUCT BENEFITS

- Creates a growth environment that minimises the dependence on fungicides
- Promotes soil conditions favourable for root growth
- Increases degree of root colonization by native or inoculated VA mycorrhizal (VAM) Fungi
- Introduces a diverse population of beneficial microbes into barren soils, to:
- Fix nitrogen and solubilise mineral phosphorus
- Recycle mineral nutrients through the breakdown of organic matter
- Roots live longer leaving more energy for plant growth and resistance

DIRECTIONS FOR USE

GREENHOUSE PROGRAM

Plug Drench Treatment: Mix Colonize AG with clean water at a rate of 500 grams per 400 litres of water and adjust travel speed as needed to treat 800 standard flats. Apply as a drench 1 week after seeding. Thereafter every 2 weeks with a mix of 1 kilogram per hectare.

FIELD PROGRAM

Transplant Water Treatment: Mix PHC Colonize AG at 2 kilogram per hectare and apply with sufficient water. Repeat application after 1 week with 1 kilogram per hectare. Repeat thereafter every 2 weeks. Use an ample amount of water and water-in thoroughly. (Colonize AG belongs in the ground and not on the leaves).

In-furrow at Planting for Potatoes: Use 30 - 60 gram PHC Colonize Ag in sufficient water to treat 4,500 row meters. At planting, treat seed pieces by applying banded-spray or trickle on the seed pieces while the furrow is open, so the seed pieces are contacted by the product.

Drip Irrigation Treatment: Thoroughly mix Colonize AG with water before pouring it into the head bucket (injector box). Use at least 4 liter of water for each 500 grams of product. Apply by drip irrigation at a rate of 2 kilograms per hectare. For best results, repeat application after 1 week. And then throughout the season at 2 to 3 week intervals with 1 kilogram per Ha.

Please contact your supplier when in doubt or in need of advice.

Colonize AG is compatible for use with fertilizers, pesticides, biostimulants, wetting agents, or mycorrhizal fungi. Add Colonize AG to the tank after chemical products have already been diluted

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PLANT HEALTH CARE, Inc.
EMERGENCY CONTACT: 1-800-421-9051
1-412-826-5488, x103
Employ

MATERIAL SAFETY DATA SHEET
Employ

SECTION 1 ..... PRODUCT AND COMPANY IDENTIFICATION .....

Product Trade Name: **Employ**
Company: Plant Health Care, Inc.
285 Kappa Drive, Suite 100
Pittsburgh, PA 15238
(412) 826-5488
EPA Registration: 71771-3.
Chemical Name: Not Applicable.
Common Name: Not Applicable

SECTION 2 ..... SAFETY INFORMATION ON INGREDIENTS .....

MATERIAL	CAS #	OSHA PEL	ACGIH TLV
Harpin αβ protein (active ingredient)		None Established	None Established
Potassium phosphate dibasic	7758-11-4	None Established	None Established
Potassium phosphate monobasic	7778-77-0	None Established	None Established
Sodium Thiosulfate; Pentahydrate	10102-17-7	None Established	None Established
or Anhydrous	7772-98-7	None Established	None Established

SECTION 3 ..... HAZARDS IDENTIFICATION .....

Ingestion: Minimal Hazard.
Eye Contact: Minimally irritating.
Skin Contact: Minimally irritating.
Inhalation As Dust: Large quantities may cause irritation of the respiratory tract and/or coughing.
Other Toxic Effects: N/A.

SECTION 4 ..... FIRST AID MEASURES .....

IF IN EYES: Flush eyes with plenty of water. Call a physician if irritation persists.
IF ON SKIN: Wash with plenty of soap and water. Get medical attention if irritation persists.
IF INHALED: Remove victim to fresh air. If not breathing, give artificial respiration and get medical attention.

SECTION 5 ..... FIRE FIGHTING MEASURES .....

Flash Point (Method): N/A.
Flammable Limits (Vol. % in air): N/A.
Auto-ignition Temperature: N/A.
Extinguishing Media: Water.
Unusual Fire and Explosion Hazards: None known.

SECTION 6 ..... ACCIDENTAL RELEASE MEASURES .....

Sweep up and dispose of in compliance with all federal, state and local laws.

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PLANT HEALTH CARE, Inc.
EMERGENCY CONTACT: 1-800-421-9051
1-412-826-5488, x103
Employ

SECTION 14..... TRANSPORT INFORMATION .....
DOT Proper Shipping Name: Not subject to DOT Hazardous Material regulations as found in 49 CFR Part 171-180.
DOT Hazard Classification: N/A.
DOT Labeling Requirements: N/A.

SECTION 15..... REGULATORY INFORMATION .....
Hazardous Substance: N/A.
Reportable Quantity: N/A.

SECTION 16..... OTHER INFORMATION .....
Plant Health Care, Inc. believes that the information and recommendations contained herein are accurate as of the date hereof. The information provided herein applies only to the specific product designated and may not be valid where said product is used in combination with any other material or in any process. It is the user's responsibility to determine the suitability of the information for their purposes. NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE CONCERNING THE INFORMATION PROVIDED HEREIN.

Prepared by: Plant Health Care, Inc. .... Effective Date: February 23, 2010

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Gnatrol® WDG
MSDS# BIO-0431 Rev. 0 ISSUED 08/09/07

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

MATERIAL NAME: Gnatrol® WDG
EPA Registration No. 73049-56

SYNONYMS:

MANUFACTURER: Valent BioSciences Corporation
870 Technology Way, Suite 100
Libertyville, Illinois 60048

EMERGENCY TELEPHONE NUMBERS
Emergency Health or Spill:
Outside the United States: 651-632-6184
Within the United States: 877-315-9819

2. COMPOSITION/INFORMATION ON INGREDIENTS

INGREDIENT NAME: Bacillus thuringiensis, subsp. israelensis (35-45%)
CAS/RTECS NUMBERS: 68038-71-1 / N/A
OSHA-PEL 8HR TWA: N/L
STEL: N/L
CEILING: N/L
ACGIH-TLV 8HR TWA: N/L
STEL: N/L
CEILING: N/L
OTHER LIMITS 8HR TWA: N/A
STEL: N/A
CEILING: N/A

INGREDIENT NAME: Inert Ingredients - identity withheld as a Trade Secret
CAS/RTECS NUMBERS: N/A / N/A
OSHA-PEL 8HR TWA: N/L
STEL: N/L
CEILING: N/L
ACGIH-TLV 8HR TWA: N/L
STEL: N/L
CEILING: N/L
OTHER LIMITS 8HR TWA: N/A
STEL: N/A
CEILING: N/A

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4. FIRST AID MEASURES, continued

INGESTION: Remove from source of exposure. If signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.

INHALATION: Remove from source of exposure. If signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.

5. FIRE FIGHTING PROCEDURES

FLASH POINT: N/A
FLASH POINT METHOD: N/A
LOWER EXPLOSIVE LIMIT(%): N/A
UPPER EXPLOSIVE LIMIT(%): N/A
AUTOIGNITION TEMPERATURE: N/A

FIRE & EXPLOSION HAZARDS: Non-flammable and no explosive properties.

EXTINGUISHING MEDIA: Use appropriate medium for the underlying cause of the fire.

FIRE FIGHTING INSTRUCTIONS: Wear protective clothing and self-contained breathing apparatus.

6. ACCIDENTAL RELEASE MEASURES

SPILL OR RELEASE PROCEDURES: Recover product and place in an appropriate container for disposal. Avoid breathing dust. Ventilate and wash the spill area.

7. HANDLING AND STORAGE

HANDLING: N/D

STORAGE: Store product in closed container in a cool and dry place.

SPECIAL PRECAUTIONS: N/D

RFA B.6

11. TOXICOLOGICAL INFORMATION

Acute Toxicity

ORAL LD50: LD50 (rat) > 5,000 mg/kg

DERMAL LD50: LD50 (rabbit) > 5,000 mg/kg

INHALATION LC50: No lethality was observed in rats after a 4 hour exposure at the highest obtainable inhalation exposure chamber concentration.

CORROSIVENESS: N/D. Not expected to have any corrosive properties.

DERMAL IRRITATION: Transient, slight or mild irritation noted in a dermal toxicity study with this product.

OCULAR IRRITATION: Transient, redness and conjunctival irritation observed in test animals in a study with this product. No positive ocular effects were observed. Classified as a non-irritant.

DERMAL SENSITIZATION: In a study with this product, no skin sensitization was observed.

SPECIAL TARGET ORGAN EFFECTS: N/D

CARCINOGENICITY INFORMATION: N/D. None of the components are classified as carcinogens.

12. ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: N/D

13. DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHODS: Dispose of product in accordance with federal, state and local regulations.

RFA B.6

16. OTHER INFORMATION

REASON FOR ISSUE: New trade name (Section 1)
APPROVAL DATE: 08/09/07
SUPERSEDES DATE:
MSDS NUMBER: BIO-0431 Rev. 0

LEGEND: N/A = Not Applicable
N/D = Not Determined
N/L = Not Listed
L = Listed
C = Ceiling
S = Short-term
® = Registered Trademark of Valent BioSciences Corp.
(TM) = Registered Trademark of Valent BioSciences Corp.

The information and recommendations contained herein are based upon tests believed to be reliable. However, Valent BioSciences does not guarantee their accuracy or completeness nor shall any of this information constitute a warranty, whether expressed or implied, as to the safety of the goods, the merchantability of the goods, or the fitness of the goods for a particular purpose. Adjustment to conform with actual conditions of usage may be required. Valent BioSciences assumes no responsibility for results obtained or for incidental or consequential damages arising from the use of these data. No freedom from infringement of any patent, copyright or trademark is to be inferred.

VALENT BIOSCIENCES. CORPORATION
870 Technology Way, Suite 100
Libertyville, IL 60048 – 800-323-9597

RFA B.6

Material Safety Data Sheet

novozymes
Rethink Tomorrow

3935 Thatcher Avenue, Saskatoon, SK. S7R 1A3 Canada

1. Product identification

Product use: Bioinsecticide
MSDS number: NZBC-701
Effective date: August 1, 2011

Met52® EC Bioinsecticide

2. Composition:

Component	CAS number	% (w/w)
Metarhizium anisopliae Strain F52	Not available	11.00
Other ingredients*		89.00

**Contains petroleum distillates*
Note: Contains 5.5 x 10^9 Colony Forming Units (CFU) per milliliter.

Note: This product contains beneficial microorganisms. Novozymes exclusively uses non-pathogenic beneficial microorganisms that are considered to be non-allergenic, non-irritating and non-sensitizing when used as directed. Exposure to very high levels of airborne microbial spores may result in very rare respiratory impairments or cause an allergic reaction in sensitized individuals. A Material Safety Data Sheet is supplied with all products.

Emergency overview:

Individuals allergic to molds and/or fungi should avoid using this product. If use by allergic individuals is unavoidable, absorption by eye or skin contact, inhalation, or ingestion must be prevented to minimize the chance of allergic reaction.

3. Hazard identification:

NFPA: Health – 1, Flammability – 0, Reactivity – 0

Potential health effects:
Eyes: Causes moderate eye irritation.
Skin contact: May cause mild skin irritation.
Skin absorption: May be harmful if absorbed through skin. Do not expose open cuts or wounds to this product.
Ingestion: Avoid swallowing. Contains petroleum distillates. While ingesting, product may enter lungs and cause aspiration pneumonia.
Inhalation: May be harmful if inhaled.
Chronic effects: Not a likely hazard
Cancer: Not a likely hazard
Birth defects: Not available
Reproductive effects: Not available
Mutagenic effects: Not available

4. First aid measures:

Note to physician: *Contains petroleum distillates. Vomiting may cause aspiration pneumonia.*
Eyes: Hold open eye and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
Skin: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
Ingestion: Do not induce vomiting. Do not administer liquids. Call a poison control center or doctor immediately for treatment advice.
Inhalation: Move person to fresh air. If person is not breathing call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

5. Fire-fighting measures:

Flash point: Not applicable
Explosive limits: Not applicable
Auto-ignition temperature: Not applicable
Extinguishing media: Use extinguishing media appropriate for controlling the surrounding fire.
Sensitivity to mechanical impact/static discharge: Not available
Unusual fire and explosion hazards: None known.
Fire-fighting equipment: Wear positive-pressure self-contained breathing apparatus and full turn-out gear.

6. Accidental release measures:

Contain the spill with any available absorbent medium and store in a suitable container until proper disposal can be arranged. Clean area with soap and water.

7. Handling and storage:

Do not contaminate water, food or feed by storage or disposal.

Store any unused product in its original container below 73 °F (23 °C) in a dry, locked place out of reach of children and out of direct sunlight. Do not use or store near heat or open flame. Use product within one year and by the expiry date noted on the label. Practice reasonable caution to avoid contact with this product. Avoid breathing dusts and mists if generated. Users should wash thoroughly after using this product.

In Case of Emergency Call: 1-888-744-5662

Available 24 hours a day 7 days a week from April 1st to June 15th, otherwise available from 8:00am to 4:30pm CST, Monday to Friday.

RFA B.6

Material Safety Data Sheet

REFORESTATION TECHNOLOGIES INTL.
1341 Dayton Street, Suite G
Salinas, CA 93901
(831) 424-1494

MSDS#: 3030
Date: February 20, 2011

MykosWP
Mycorrhizal Inoculant

Section 1 — Identification

Trade Name: MykosWP (Wettable Powder)

Ingredient Name:	CAS Number	D.O.T. Number	Exposure Limits
Auxiliary biotic soil and plant substance arbuscular mycorrhizae, comprised of the species *Glomus intaradices*	None	None	None
Hydrated silica	7631-86-9	None	None
Calcined Clay	None	None	None

Section 2 — Shipping Data

Shipping Name: Not regulated by D.O.T.
Hazard Class: None
Reportable Quantity (RQ): None
Labels Required: None
Placard: None

C.A.S. Numbers: As Noted Above
D.O.T. Number: None
Hazardous Waste No.: None
EPA Registration No.: None

Section 3 — Physical Data

Appearance & Odor: -60 mesh powder. Color light brown. No appreciable odor level
Boiling Point: Not Applicable
Vapor Pressure: Not Applicable
Water Solubility: Not Applicable

Evaporation Rate: Not Applicable
Specific Gravity: 1.2 to 1.5
% Volatile by Volume: Not Applicable

Section 4 — Fire & Explosion

Flash Point: Not Applicable
Flammable Limits: Not Applicable
Autoignition Temperatures: Not Applicable
Extinguishing Media: Water, sand or fine earth. Steam smothering can be used in relatively small enclosures. Material is essentially non-flammable.
Fire Fighting Procedures: Wear full protective clothing and self-contained breathing apparatus. Use agents appropriate to surrounding materials to extinguish fire. Evacuate downwind if large quantities are involved in fire.
Unusual Fire or Explosion Hazards: Not applicable

RFA B.6

Material Safety Data Sheet

REFORESTATION TECHNOLOGIES INTL.
1341 Dayton Street, Suite G
Salinas, CA 93901
(831) 424-1494

MSDS#: 3030
Date: February 20, 2011

Mykos
Mycorrhizal Inoculant

Section 1 — Identification

Trade Name: Mykos Pure Fresh Alive

Ingredient Name:	CAS Number	D.O.T. Number	Exposure Limits
Auxiliary biotic soil and plant substance arbuscular mycorrhizae, comprised of the species *Glomus intaradices*	None	None	None
Hydrated silica	7631-86-9	None	None
Calcined Clay	None	None	None

Section 2 — Shipping Data

Shipping Name: Not regulated by D.O.T.
Hazard Class: None
Reportable Quantity (RQ): None
Labels Required: None
Placard: None

C.A.S. Numbers: As Noted Above
D.O.T. Number: None
Hazardous Waste No.: None
EPA Registration No.: None

Section 3 — Physical Data

Appearance & Odor: 16-30 mesh granules. Color light brown. No appreciable odor level
Boiling Point: Not Applicable
Vapor Pressure: Not Applicable
Water Solubility: Not Applicable

Evaporation Rate: Not Applicable
Specific Gravity: 1.2 to 1.5
% Volatile by Volume: Not Applicable

Section 4 — Fire & Explosion

Flash Point: Not Applicable
Flammable Limits: Not Applicable
Autoignition Temperatures: Not Applicable
Extinguishing Media: Water, sand or fine earth. Steam smothering can be used in relatively small enclosures. Material is essentially non-flammable.
Fire Fighting Procedures: Wear full protective clothing and self-contained breathing apparatus. Use agents appropriate to surrounding materials to extinguish fire. Evacuate downwind if large quantities are involved in fire.
Unusual Fire or Explosion Hazards: Not applicable

RFA B.7

Shift NEW MEXICO

7.

Attached are the documents sufficient to establish that the applicant is authorized to conduct business in New Mexico and that state and local building, fire and zoning requirements and local ordinances are met for the proposed location of the production facility.

RFA B.7

SANTA FE COUNTY BUSINESS REGISTRATION APPLICATION

NAME OF BUSINESS: Keyway, Inc. PHONE NO: (505) 310-2278

BUSINESS ADDRESS: 24 Bisbee Court, Santa Fe, N. Mex. 87508

MAILING ADDRESS: Same

NAME OF PRINCIPAL BUSINESS OWNER: Keyway Inc., a New Mexico Non-For-Profit

HOME OCCUPATION: _____ COMMERCIAL: X

NEW MEXICO GROSS RECEIPTS TAX NUMBER: 03-326273-00-7

DESCRIPTION OR NATURE OF BUSINESS: Nursery - Cultivation, Packasing, Retail and Wholesale Sales

A business registration fee of $35.00 will be assessed at time of approval, and thereafter, before March 15 of each calendar year. A late fee of $10.00 will be assessed on ANY untimely payment. Business Registrations are effective from date of issuance through the end of the calendar year. Thereafter, registrations are effective from January 1 through December 31 of each year.

Karl N. Sommer attorney for Keyway Inc. — SIGNATURE OF APPLICANT

April 30, 2015 — DATE OF APPLICATION

FOR OFFICIAL USE ONLY

LOCATION ID: 980000448 **UPC:** 1-048-093-361-035

DEVELOPMENT PERMIT NO: 15-4027 **BUSINESS REGISTRATION NO:** B728

TOWNSHIP 16 RANGE 8 SECTION 25 COMMISSION DISTRICT 5

FEE PAID $35.00 _____ RECEIPT NO. _____ PROCESSED BY Jose E. Larrañaga

FIRE HAZARD POTENTIAL: HIGH _____ MEDIUM _____ LOW X

For [signature] 4/30/15 — LAND USE DIRECTOR, DATE

On File — COUNTY FIRE MARSHAL, DATE

[signature] 4/30/15 — TREASURER, DATE

[signature] 4/30/15 — FINANCE, DATE

COMMENTS: Any changes to the structure ie remodel requires a Development Permit from Building and Development Services

RFA B.7

April 30, 2015

Keyway, Inc.
24 Bisbee Court
Santa Fe, New Mexico 87504
C/O Karl H. Summer

Re: Zoning Statement for Lot E-3 of the Thornburg Subdivision, located at 24 Bisbee Court, within the Community College District.

To whom it may concern:

This office has been asked to provide a zoning statement with respect to the above referenced property.

On September 2002, a Master Plan for the Thornburg Property was approved by the Board of County Commissioners. The Master Plan approval included commercial zoning of Lot E-3. The site is within the Community College District. Ordinance 2000-12, Community College District designates Lot E-3 as an Employment Center Zone which allows for a range of commercial uses. The use as a greenhouses/plant nurseries, Industrial, Light & crafts manufacture and retail sales are allowed within the Employment Center as depicted in Ordinance 2000-12, Land Use Table (Exhibit A).

If you have any questions contact me at 986-6225.

Sincerely,

Vicki Lucero
Building and Development Manager

Cc; Jose E. Larrañaga,
Commercial Development Case Manager

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX: 505-995-2740 www.santafecountynm.gov

RFA B7

1846087A

EXHIBIT 2

LAND USE TABLE

Adopted 12/11/00

USE CATEGORY	VILLAGE ZONES				OTHER ZONES				
	New Community Center	Neighborhood Center	Neighborhoods (optional)**	Fringe Zone	Rural Zone	Employment Center Zone	Institutional Campus Zone	Open Space *	Village Separators *
ELIGIBLE USES									
Residential and Residential Accessory									
Bed and Breakfast (6 units max.)	x	x	x	x	x				
Group Homes and Shelters	x	x	x		x	x	x		
Guest Houses and secondary dwellings	x	x	x	x	x	x	x		
Home Day Care (12 or fewer children)	x	x	x	x	x	x	x		
Home Occupations	x	x	x	x	x	x	x		
Live / Work Dwellings	x	x	x	x	x	x	x		
Residential, dormitories	x	x			x		x		
Residential, Limited Multifamily (4units max.)	x	x	x	x	x	x	x		
Residential, Multifamily (over 4 units)	x	x	x			x	x		
Residential, Single family	x	x	x	x	x	x	x		
Retirement Homes/Assisted Living	x	x		S			x		
Studios	x	x	x	x	x	x	x		
Civic/Public/Institutional									
Auditoria, Community Theatres, Museums	x	x				S	x		
Cemeteries			x	x	x			S	S
Churches/Religious Institutions	x	x	x	x	x	x	x		
Day Care (more than 12 children)	x	x	S	x	x	x	x		
Hospitals						S	S		
Nursing Homes	x	x		S			x		
Private Club/Lodges	x	x		S			S		
Public Buildings	x	x				x	x		
Recreational areas, play fields & facilities, including school fields	x	x	x		x	S	x	S	S
Recreational buildings, public indoor	x	x	S	S			x		
Schools: Colleges, Univerities, Vocational	x	x					x		
Schools: K-6, Public	x	x	x	S			x		
Schools: Middle or High, Public ***	x	x	S				x		
Schools: Private	x	x	x	S	S	S	x		
Commercial/Industrial									
Automotive sales/Auto, truck or RV dealerships	S					S			
Automotive services/ Car Washes	S	S				x			
Automotive services/ Gas stations	S	S				S			
Automotive services/ repair shops	S	S				x			
Banks/Financial institutions	x	x				x	x		
Business & Personal Services	x	x				x	x		
Campgrounds, RV parks				x	x				
Construction supplies & yards	x	x				x			
Distribution facilities	S					S			
Greenhouses/Plant nurseries		x		x	x	x			
Guest Ranches, Resorts	x	x		S	x				
Health Clubs	x	x				x	x		
Hotel, motel, inns, Bed & Breakfast (over 6 units)	x	S				x			
Indoor Recreational Centers	x	S					S		
Industrial, Light & crafts manufacture	S	S			S	x			

x= uses eligible in zone

S= special use

tabbies EXHIBIT A

RFA B7

RFA B.8

Shift NEW MEXICO

8.

Attached is the written statement signed by the property owner and landlord certifying that they have consented to the applicant operating a production facility on the premises.

RFA B. 8

April 28, 2015

From:

John Ballew
13 Sierra Dawn Road
Santa Fe, New Mexico 87508

To whom it may concern:

The undersigned, John Ballew, hereby acknowledges thatmy wife, Melba Ballew, and I own the real property commonly known as 24 Bisbee Court, Santa Fe, New Mexico, and legally described as Lot E-3, in the Turquoise Trail Business Park. A copy of our deed to said property is attached as Exhibit A to this letter, and copy of the subdivision plat for the Turquoise Trail Business Park is attached as Exhibit B. My wife and I understand that Keyway, Inc., proposes to cultivate, package, and dispense medical cannabis from 24 Bisbee Court, and this letter is provided to acknowledge our awareness of that proposed use.

Sincerely,

John Ballew

John Ballew

RFA B.9

Shift NEW MEXICO

9.

The grow facility will not have any signage, but the retail dispensary will have a modest Shift New Mexico logo embossed on the glass doors and the back wall of the vestibule. There will be no mention of cannabis or any image of cannabis leaves.

Shift™ NEW MEXICO

RFA B.10

Shift NEW MEXICO

10.

Attached below is an image of the proposed production facility showing streets, property lines, buildings, parking areas and all outdoor areas within the same block.

RFA B.10

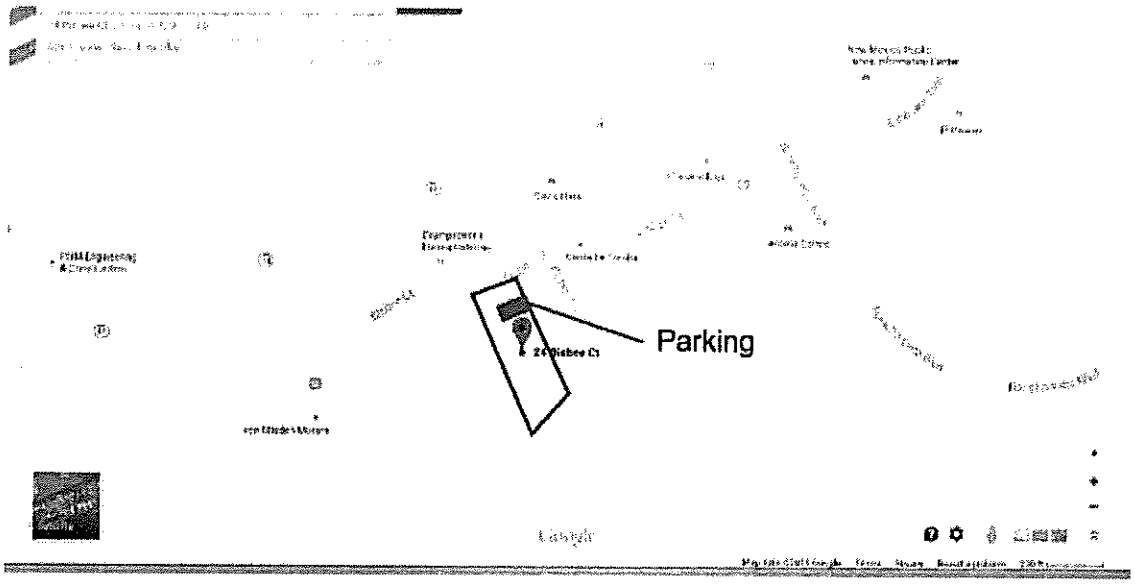
Shift NEW MEXICO

Shift New Mexico

Proposed Production Facility Location

The proposed Shift New Mexico production facility is located at 24 Bisbee Court Santa Fe, New Mexico 87508. The proposed physical production facility is built on a concrete foundation with concrete walls and a roof decking that provides more than enough clearance for plants and lighting. One of the main reasons that Shift New Mexico decided on this location and building is due to the concrete framework and the safety and security it provides for our employees and patients. The building has a total of 400 amps in a three phase set-up providing 208 volts of electric service, more than adequate to power all aspects of cannabis cultivation within 2,100 square feet.

Map of proposed production facility location



As you can see in the above map, the property lines and parking areas have been outlined and identified. With safety and security in mind, this proposed location only has one way in and one way out for both employees and patients. This controlled flow and heightened visibility of volume is integral in creating a safe environment and secure property. Furthermore, our proposed property is in close vicinity to federal law enforcement agencies that are highly visible and have a strong community presence, thus hopefully mitigating crime and deterring potential criminals.

RFA B.10

Shift NEW MEXICO

Satellite imagery of proposed production facility location

The above satellite image of our proposed production facility location was provided by Google images. This picture further defines the roads and property lines surrounding our proposed parcel and demonstrates compliance with the three hundred (300) feet distance requirement as outlined in the New Mexico Department of Health's rules and regulations.

RFA B.11

Shift NEW MEXICO

11.

Attached is a report from a surveyor, demonstrating that buildings to be used by the applicant are not within 300 feet of any school, church or daycare center.

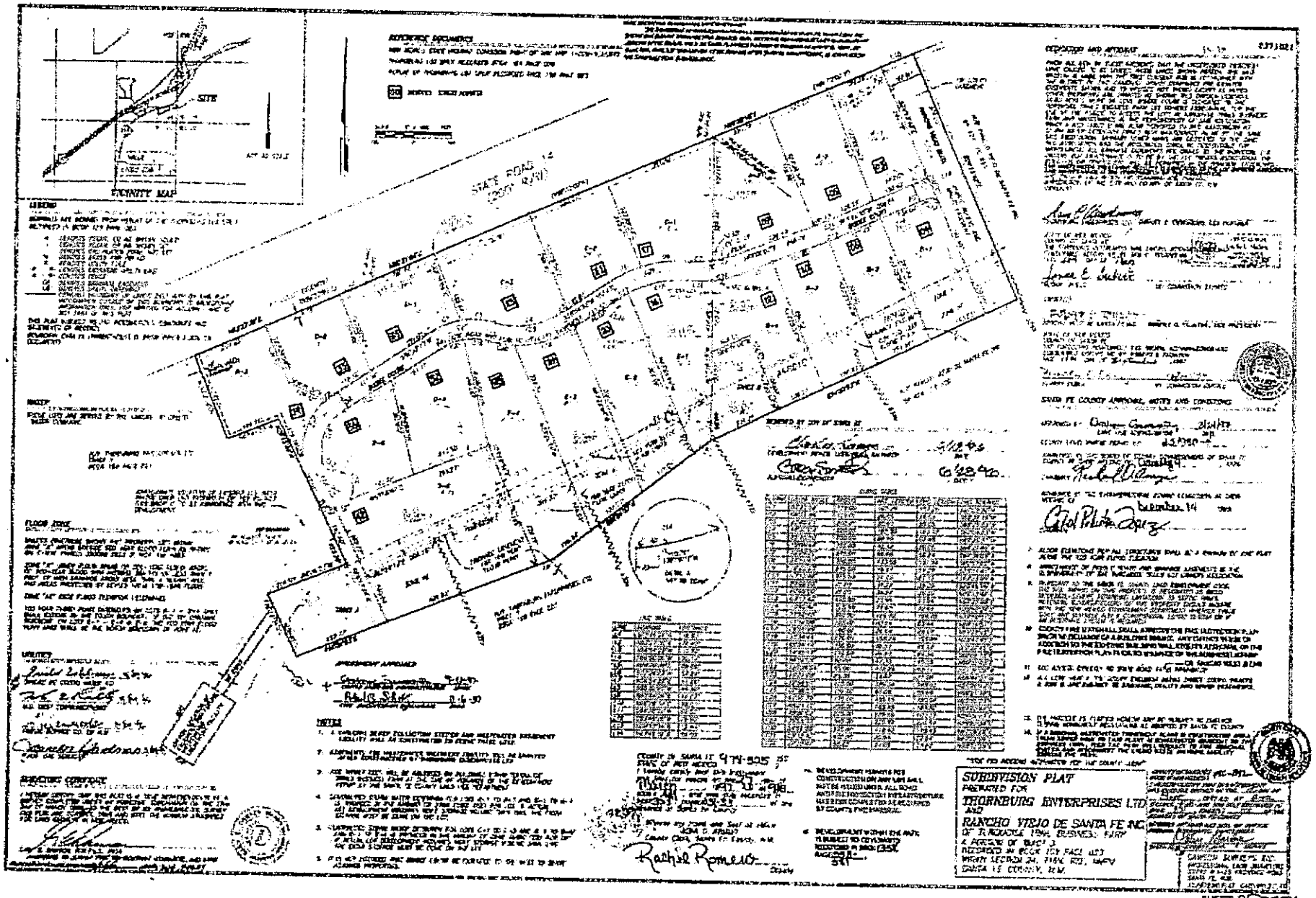
RFA B.11

EXHIBIT A

SITE PLAN

RFA B.11

Exhibit B



RFA B. 11

SHORT FORM WARRANTY DEED

Exhibit A

WARRANTY DEED

1523661

Thornburg Enterprises Limited Liability Limited Partnership, a Colorado limited partnership f/k/a Thornburg Enterprises, Ltd., a New Mexico limited partnership

, for consideration paid, grant

to John Ballew and Melba Ballew, husband and wife

whose address is

the following described real estate in Santa Fe County, New Mexico:

Lot E-3, as shown and delineated on that certain plat of survey entitled "Subdivision Plat prepared for Thornburg Enterprises Ltd. and Rancho Viejo de Santa Fe Inc. of Turquoise Trail Business Park, a portion of Tract 3 recorded in Book 157, Page 023 within Section 24, T14N, R8E, NMPM Santa Fe County, N.M.", prepared by Gary E. Dawson, NMPLS No. 7014, dated March 23, 1996 and filed March 27, 1997 as Document No 970,505 and recorded in Plat Book 358, Pages 31-33; as amended and re-filed on September 12, 1997 as Document No. 996,392 and recorded in Plat Book 371, Page 001, in the records of Santa Fe County, New Mexico.

SUBJECT TO: Reservations, restrictions and easements of record.

1035-591

COUNTY OF SANTA FE)ss
STATE OF NEW MEXICO)

I hereby certify that this instrument was filed for recordation this 5 day of July, 19 98, at 5:11 o'clock PM and was duly recorded in book 1523, page 001 of the records of Santa Fe County.

Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.

Deputy

COUNTY CLERK REBECCA BUSTAMANTE SANTA FE COUNTY NEW MEXICO

With warranty covenants.

WITNESS our hand and seal this 21 day of July, 1998.

(Seal) (Seal)

Thornburg Enterprises LLLP

Jeanne Ann Thornburg, general partner

Samuel C. Thornburg, general partner

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }ss.
COUNTY OF Santa Fe

The foregoing was acknowledged before me July 21, 1998 (date)

by Samuel C. Thornburg and Jeanne Ann Thornburg, General Partners of Thornburg Enterprises Limited Liability Limited Partnership, a Colorado Limited partnership, on behalf of said partnership. (name(s) of person(s))

My Commission expires:
(Seal)

OFFICIAL SEAL
Diana Pollard
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 4/13/02

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO,
COUNTY OF }ss.

This instrument was acknowledged before me on

(date)

by (name of officer)

as (title of officer) (Name of Corporation Acknowledging)

a corporation, on behalf of said corporation.

My commission expires:
(Seal)

Notary Public

RFA B.11

SURVEYORS CERTIFICATION

I, Salvador Vigil, am a licensed professional surveyor in the State of New Mexico. My license No. is 10988. I hereby certify that there are no schools, day-cares, kindergartens, or churches within three hundred feet of the real property known as 24 Bisbee Court Santa Fe, New Mexico, and legally described as follows:

Lot E-3," as shown and delineated on that certain plat of survey entitled "Subdivision Plat prepared for Thornburg Enterprises Ltd. and Rancho Viejo de Santa Fe Inc. of Turquoise Trail Business Park, a portion of Tract 3 recorded in Book 151, Page 023 within Section 24, T16N, R8E, NMPM Santa Fe County, N.M.", prepared by Gary E. Dawson, NMPLS No. 7014, dated March 23, 1996 and filed March 27, 1997 as Document No 978,505 and recorded in Plat Book 350, Pages 31-33; as amended and re-filed on September 12, 1997 as Document No. 996,392 and recorded in Plat Book 371, Page 001, in the records of Santa Fe County, New Mexico.

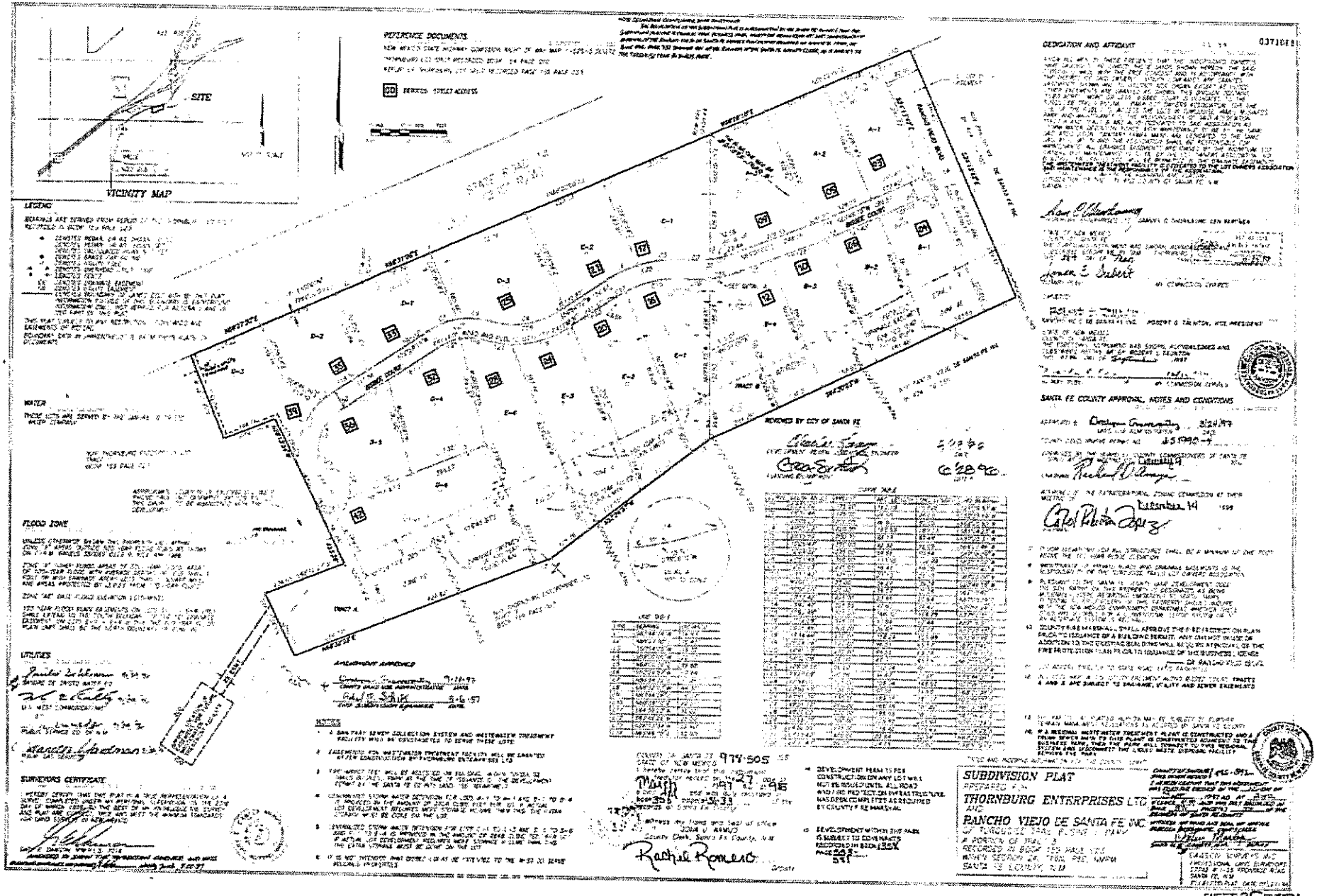
A copy of the above referenced Subdivision plat is attached hereto as Exhibit A for reference.

Salvador Vigil, NMPS # 10988

SALVADOR I. VIGIL
NEW MEXICO
10988
PROFESSIONAL SURVEYOR

Exhibit A to Surveyor's Certification

RFA B. 11



RFA B.12

Shift NEW MEXICO

12.

Attached below is our proposed floor plan diagram that is labeled to describe the appropriate uses for each area within the facility.

(a) The location of the area where cannabis will be produced is the bottom half of the floor plan, exactly 2100 square feet. This includes the Mixing area, Transplant and Storage area, Vegetative Room, Flower Room 1 and Flower Room 2.

(b) The square footage of the harvest area is 208 square feet, and is labeled as the Trim, Packaging and Manufacturing room. The cannabis flowers will initially be chopped down in the Flower Rooms, moved up to the Trim and Package Room to be plucked. From here they go into the neighboring Dry Room for one week. The square footage of the Dry Room is 208 square feet as well.

(c) Once it's dry, it will be brought back into the Trim, Packaging and Manufacturing Room for hand trimming, packaging and labeling, 208 square feet.

(d) We plan on making dry sift and kief in our Trim, Packaging and Manufacturing Room once the trim has been removed from flowers. This room is same as above, 208 square feet.

(e) Overall the entire facility is 4200 square feet including all production and retail areas.

(f) The Dispensary Room will be our storeroom, at 319 square feet.

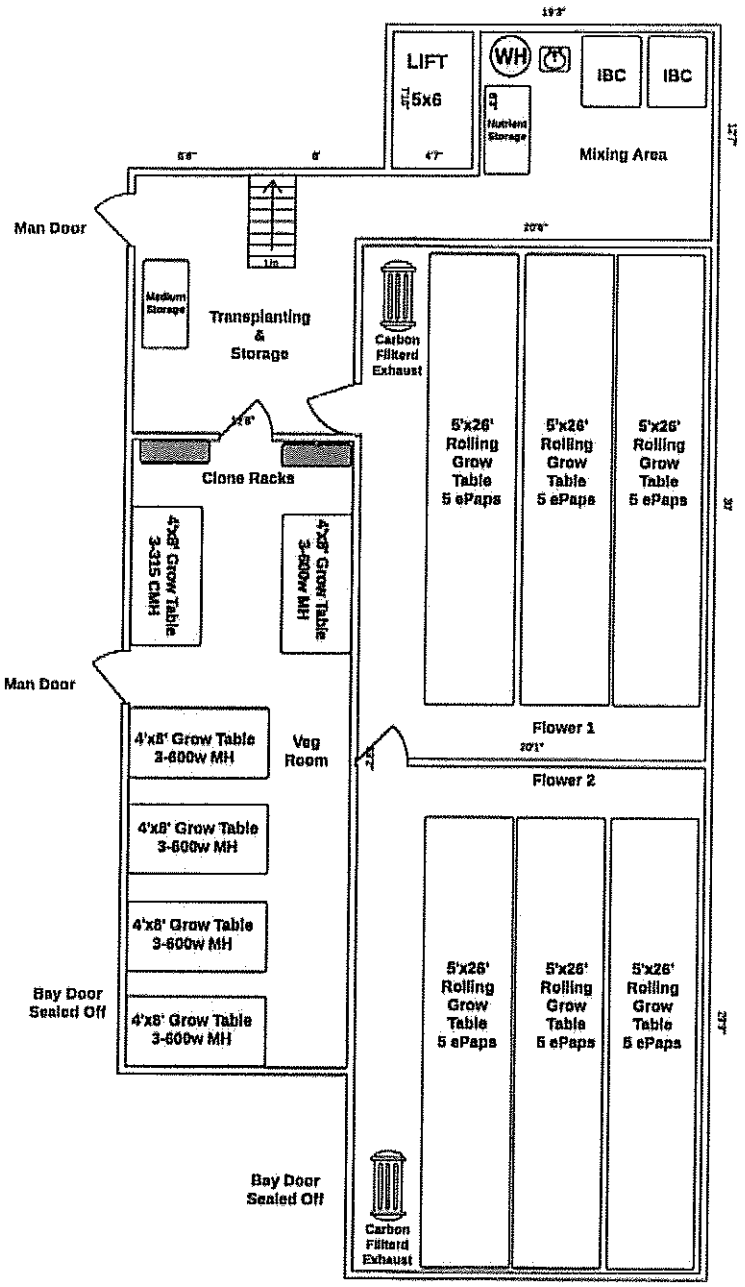
(g) Location of the safes for storage of cannabis is labeled as Safe Room and is 120 square feet.

(h) At the top of the floor plan there are two bathrooms that are situated between the Safe Room and Vestibule.

(i) For the break rooms we provided an office for both Garden and Retail staff, listed as Garden Office at 173 square feet and Retail Office at 144 square feet as well. Walking through the double doors that lead from the front retail end into the production area has lockers provided for six staffers to store their personal belongings.

(j) Location of all areas showing cannabis or cannabis derived products, showing walls, partitions, counters and all areas of ingress and egress is attached. This also reflects all production, propagation, vegetation, flowering, harvesting, storage and manufacturing areas.

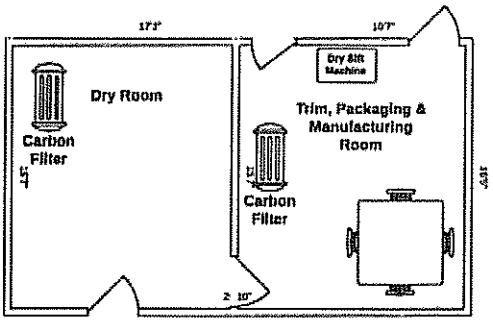
RFA B.12



Cultivation Floor Plan

12. a.
The Location of where the Cannabis will be grown – 2100 Square Feet

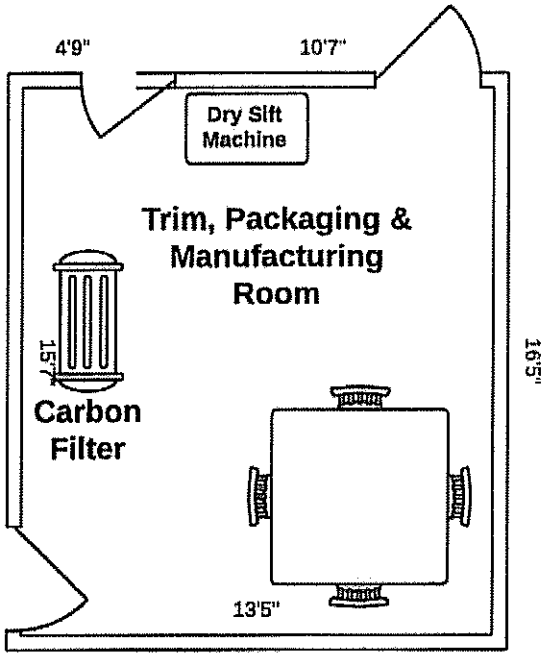
RFA B. 12



Cannabis Harvesting Areas

12. b.
The square footage of the areas where cannabis to be harvested – Dry Room is 208 square feet and Trim, Packaging and Manufacturing Room is 208 square feet

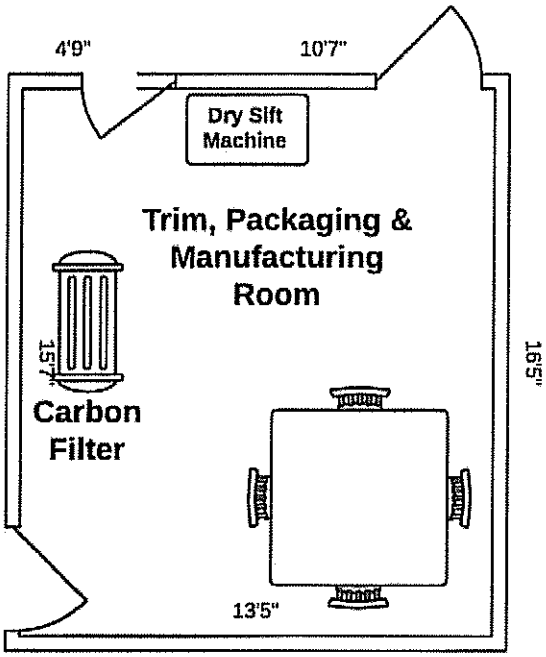
RFA B.12



Packaging and Labeling Area

12. c.
The square footage of the areas where cannabis to be packaged and labeled ~ 208 square feet

RFA B. 12



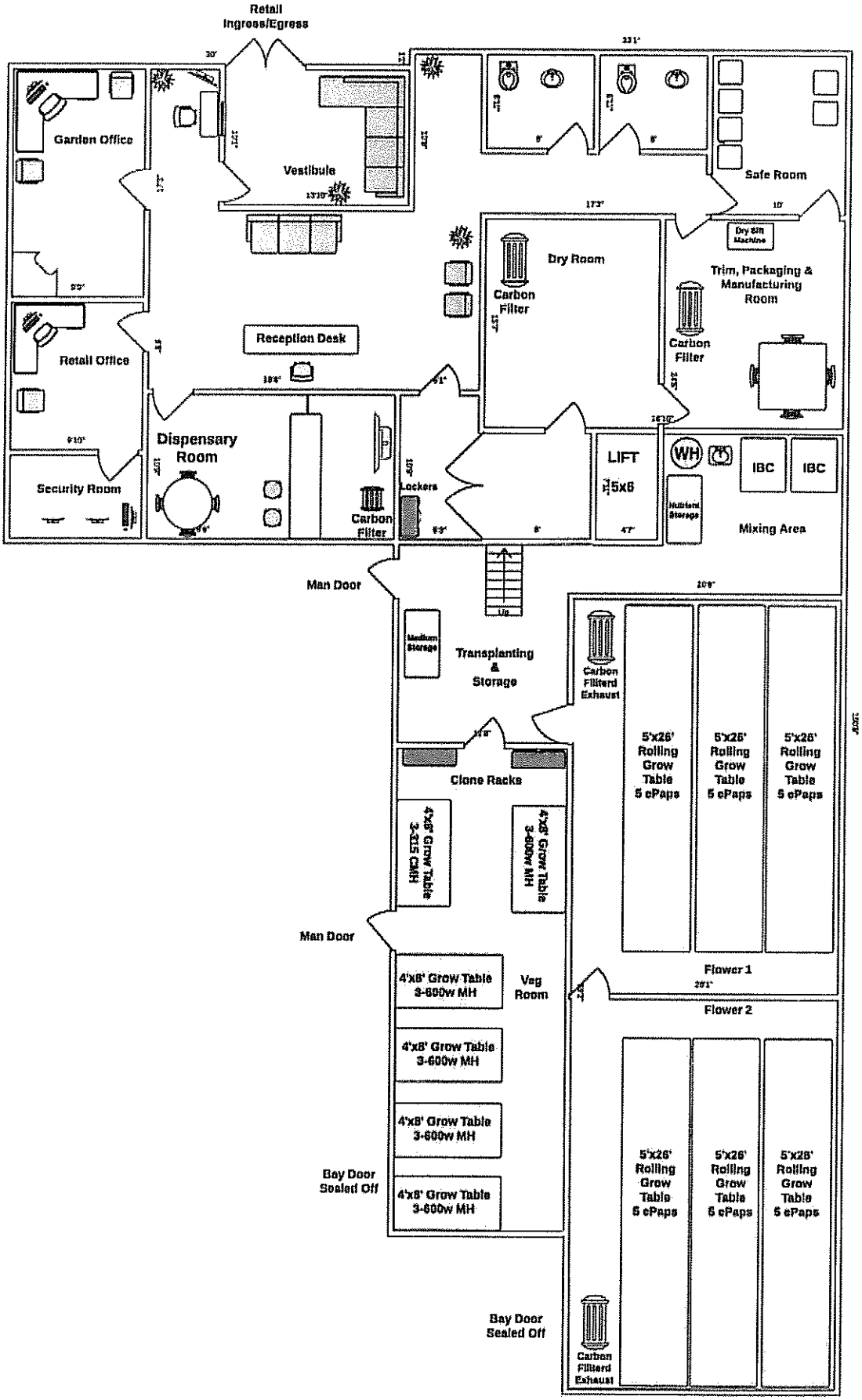
Produced and Manufactured Area

12. d.
The square footage of the areas where cannabis to be produced and manufactured ~ 208 square feet

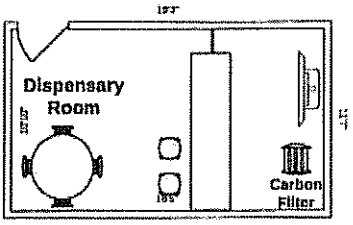
RFA B.12e

Overall Production Facility

12. e.
The square footage of the overall production facility – 4200 square feet



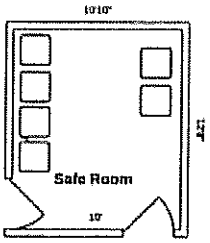
RFA B.12.f



Cannabis Storerooms and Stockrooms

12. f.
The square footage and location of the areas to be used as storerooms or stockrooms ~ 319 square feet

RFA B 12.g

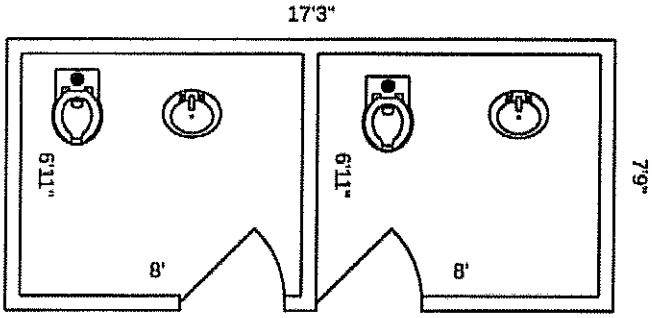


Safe Room

12. g.

The location of any approved safes or approved vaults that are to be used to store cannabis – 120 square feet

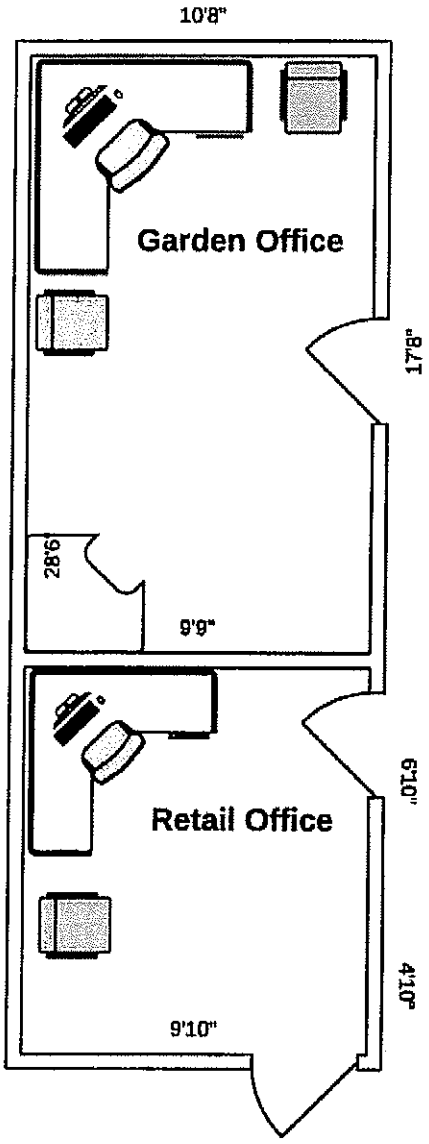
RFA B.12.h



Toilet Facilities

12. h.
The location of the toilet facilities are between the vestibule and safe room

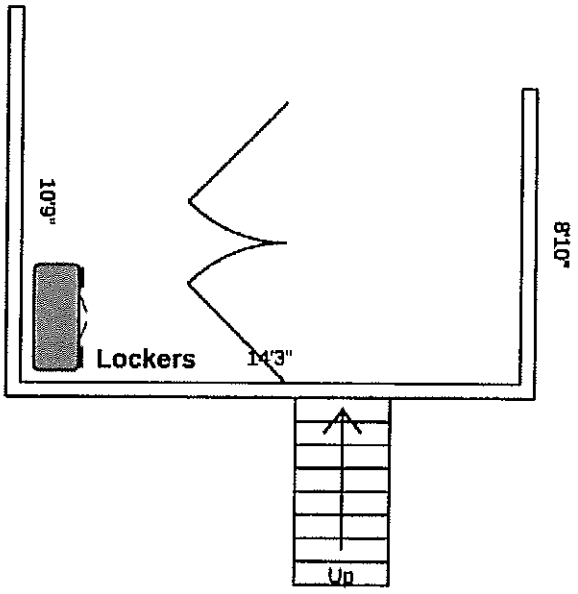
RFA B.12 i



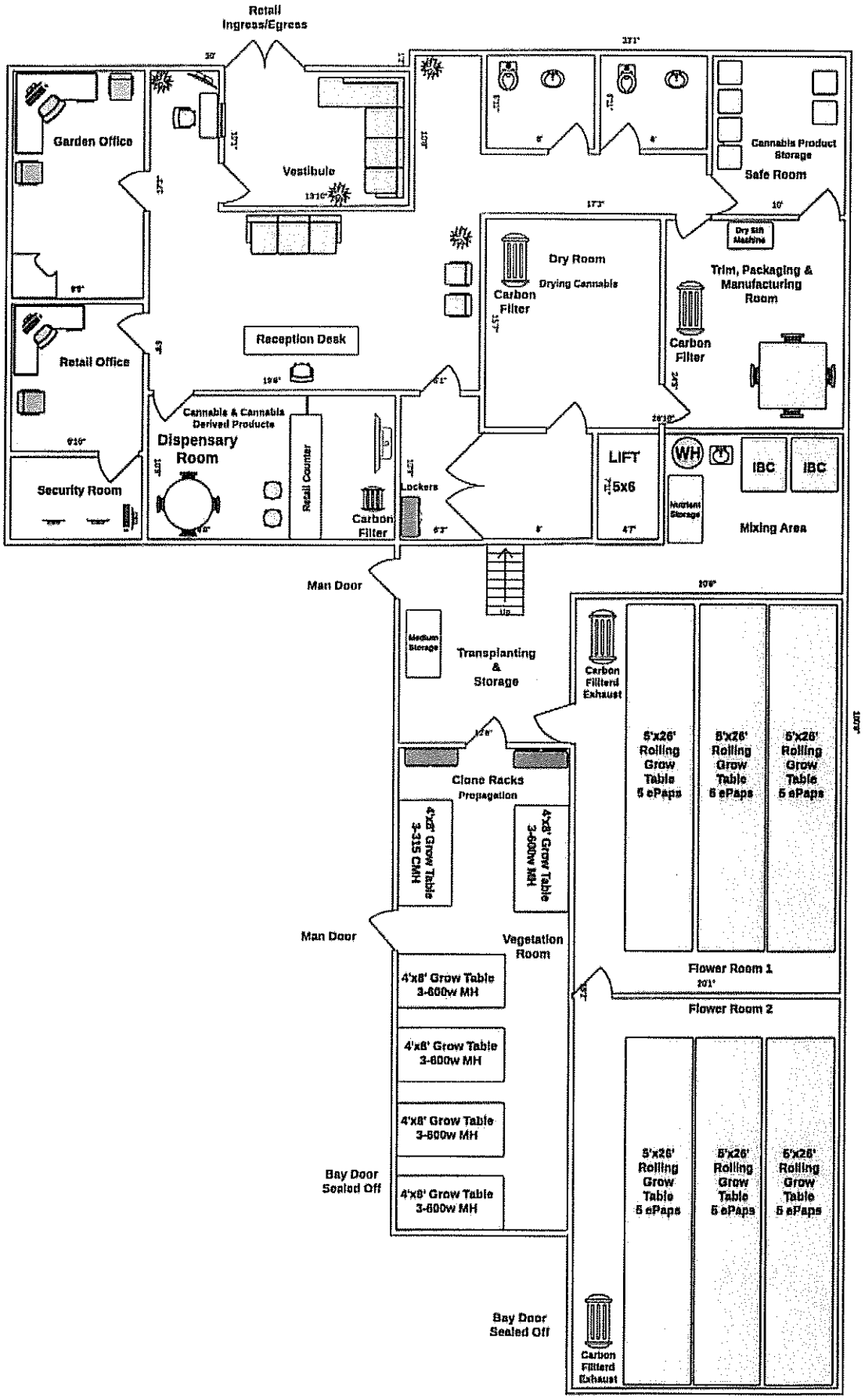
Break Rooms and Personal Belonging lockers

12. i.

The break rooms are the offices for each department, and lockers are located in passageway between retail and cultivation



RFA B. 12


Retail Ingress/Egress
Garden Office
Vestibule
Cannabis Product Storage
Safe Room
Dry Room
Drying Cannabis
Carbon Filter
Trim, Packaging & Manufacturing Room
Carbon Filter
Reception Desk
Retail Office
Cannabis & Cannabis Derived Products
Dispensary Room
Retail Counter
Carbon Filter
Lockers
Security Room
LIFT
5x6
WH
IBC
IBC
Mixing Area
Man Door
Medium Storage
Transplanting & Storage
Carbon Filtered Exhaust
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
Clone Racks
Propagation
4'x8' Grow Table 3-315 CMH
4'x8' Grow Table 3-600w MH
Man Door
Vegetation Room
4'x8' Grow Table 3-600w MH
4'x8' Grow Table 3-600w MH
4'x8' Grow Table 3-600w MH
4'x8' Grow Table 3-600w MH
Bay Door Sealed Off
Flower Room 1
Flower Room 2
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
Bay Door Sealed Off
Carbon Filtered Exhaust

RFA B.13

Shift NEW MEXICO

13.

Shift New Mexico
New Mexico Department of Health Medical Cannabis Program
Production Acknowledgement

Shift New Mexico acknowledges and attests that at no time shall we exceed the total of mature female plants and seedlings contained in any production license held by Shift New Mexico. Furthermore, Shift New Mexico acknowledges and fully understands that the New Mexico Department of Health Medical Cannabis laws and regulations clearly define the following terms:

- "Act" means the Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 through 26-2B-7.
- "Cannabis" means all parts of the plant, cannabis sativa, and cannabis indica, whether growing or not and the resin extracted from any part of the plant.
- "Male Plant" means a male cannabis plant.
- "Mature Female Plant' means a harvestable female cannabis plant that is flowering.
- "Plant" means any cannabis plant, cutting, or clone that has roots or that is cultivated with the intention of growing roots.
- "Seedling" means a cannabis plant that has no flowers.
- "Useable Cannabis" means the dried leaves and flowers of the female cannabis plant and cannabis-derived products, including concentrates, but does not include the seeds, stalks, or roots of the plant.

In addition, Shift New Mexico further acknowledges under New Mexico Department of Health 7.34.4.8, Section A Number 2 that:

"A non-profit producer that operates a facility and, at any one time, is limited to a combined total of no greater that 450 mature female plants, seedlings, and male plants, and an inventory of useable cannabis and seeds that reflects current patient needs, and that shall sell cannabis with a consistent unit price, without volume discounts or promotional sales based on the quantity purchased. A non-profit producers shall not possess a quantity of either mature female plants or seedlings and male plants that exceeds the quantities authorized by their licensure and associated licensing fee. A licensed non-profit producer may sell and distribute useable cannabis to a person or entity authorized to possess and receive it. A licensed non-profit producer may obtain plants, seeds, and useable cannabis from other non-profit producers."

Shift New Mexico also acknowledges and attests to reading and reviewing the New Mexico Department of Health Law Enforcement Information Fact Sheet which states:

"Licensed Non-Profit Producers (LNPP) are limited to 150 total plants; including mature, seedlings, cuttings, and clones and useable cannabis in the form of plant material, resins, compounds, salts, and mixtures or preparations."

RFA B. 13

Shift NEW MEXICO

References

New Mexico Department of Health Medical Cannabis Program Homepage, www.nmhealth.org/about/mcp/svcs/, April 22, 2015.

New Mexico Department of Health Medical Cannabis Program Frequently Asked Questions (FAQs), www.nmhealth.org/publication/view/help/132/, April 22, 2015.

New Mexico Department of Health Medical Cannabis Program Law Enforcement Information Sheet, www.nmhealth.org/publication/view/regulation/126/, April 22, 2015.

RFA B.14

Shift NEW MEXICO

14.

The facility will incorporate the use of an organic IPM (Integrated pest management) strategy developed by Shift Cannabis Co and has been proven effective and safe in Colorado for over five years. In order to comply with all State and Federal Shift New Mexico will hold itself to the highest safety standards, in some cases far surpassing state and federal guidelines. All products being used are registered with the EPA as safe for use on many consumable crops. Anything to be used in the production of cannabis will carry a signal word no higher than "Caution Category III."

The use of any pesticide in the growth of cannabis shall be in accordance with the New Mexico Pesticide Control Act, Section 76-4-1 et seq., NMSA 1978, and associated regulations [7.34.4.11 NMAC - N]. All pesticides will be used in accordance with label directions. All spray applications will strictly follow product label directions and adhere to State and Federal use guidelines. . All necessary PPE will be provided by Shift New Mexico for the safety of applicators, including: Chemical resistant coverall suits and gloves, goggles and NIOSH/MSHA TC-23C respirator.

RFA B.15

Shift NEW MEXICO

15.

All employees are required to familiarize themselves with provided MSDS, all material will be located in a common employee area and clearly labeled and all employees will be notified of it's location and purpose. MSDS sheets will be updated annually or as needed.

Employees not involved with the act of spraying will be warned verbally and by way of posted signage 3 days prior to application, about all necessary information regarding the spray application: REI, application time, chemicals used, early entry requirements, and safe entry period. Signs will remain posted for 3 days after application. Employees carrying out any early entry duties will be trained in accordance with EPA worker protection safety standards and will be provided all necessary PPE for any early entry duty.

All managers and employees will have to fully understand and comply with New Mexico State Department of Agriculture rules and regulations, as well as EPA worker protection safety standards and attend yearly continuing education classes Shift New Mexico will provide on site training that will cover and explain all EPA worker protection safety standards and compliance with New Mexico pesticide safety standards. All products to be used in the production of cannabis will carry a signal word no higher than "Caution Category III." The use of any pesticide in the growth of cannabis shall be in accordance with the New Mexico Pesticide Control Act, Section 76-4-1 et seq., NMSA 1978, and associated regulations. [7.34.4.11 NMAC - N]

RFA B.15

TITLE 21 AGRICULTURE AND RANCHING
CHAPTER 17 PEST, DISEASE, AND WEED CONTROL
PART 50 PESTICIDES

21.17.50.1 ISSUING AGENCY: New Mexico State University, New Mexico Department of Agriculture
[7/1/97; 21.17.50.1 NMAC - Rn, 21 NMAC 17.50.1, 11/30/05; A, 5/29/09]
[MSC 3189, Box 30005, Las Cruces, New Mexico 88003-8005, Telephone No. (575) 646-3007.]

21.17.50.2 SCOPE: Part 50 shall apply to all persons regulated under the Pesticide Control Act, including but not limited to private applicators, commercial applicators, non-commercial applicators, public applicators, pest management consultants, pesticide dealers and pesticide manufacturers, and to all activities relating to the distribution and use of pesticides.
[7/1/97; 21.17.50.2 NMAC - Rn, 21 NMAC 17.50.2, 11/30/05]

21.17.50.3 STATUTORY AUTHORITY: Granted to the board of regents of New Mexico state university under the New Mexico Pesticide Control Act, Chapter 76, Article 4, Sections 1 through 39, NMSA 1978 Compilation.
[7/1/97; 21.17.50.3 NMAC - Rn, 21 NMAC 17.50.3, 11/30/05]

21.17.50.4 DURATION: Permanent.
[7/1/97; 21.17.50.4 NMAC - Rn, 21 NMAC 17.50.4, 11/30/05]

21.17.50.5 EFFECTIVE DATE: July 1, 1997
[7/1/97; 21.17.50.5 NMAC - Rn, 21 NMAC 17.50.5, 11/30/05]

21.17.50.6 OBJECTIVE: The objective of Part 50 of Chapter 17 is to set criteria for the use of pesticides in New Mexico, including the licensing and certification of pesticide applicators, record keeping, equipment inspection, storage and disposal of pesticides.
[7/1/97; 21.17.50.6 NMAC - Rn, 21 NMAC 17.50.6, 11/30/05]

21.17.50.7 DEFINITIONS:

A. "Active ingredient" means any ingredient which will prevent, destroy, repel, control or mitigate a pest or which will act as a regulator, defoliant or desiccant.

B. "Aircraft" means any fixed-wing aerial equipment or helicopter used to apply pesticides.

C. "Antidote" means a practical treatment in case of poisoning and includes first-aid treatment.

D. "Bait" means an edible material containing a pesticide attractive to a pest.

E. "Beneficial insect" means any insect which, during its life cycle, is an effective pollinator of plants, is a parasite or predator of pests, or is an insect that provides useful products.

F. "Certified applicator" means any person who has complied with the certification requirements established by the department to use or supervise the use of any pesticide covered by a valid license issued by the department.

G. "Competent" means properly qualified to perform functions associated with pesticide application and/or use, the degree of capability required being directly related to the nature of the activity and the associated responsibility.

H. "Defoliant" means any substance or mixture of substances intended for causing the leaves or foliage to drop from a plant, with or without causing abscission.

I. "Desiccant" means any substance or mixture of substances intended for artificially accelerating the drying of plant tissue.

J. "Direct supervision" means verifiable instruction to a competent person as follows:

(1) detailed guidance for applying and/or using the pesticide properly; and
(2) provisions for contacting the certified applicator in the event he is needed; or
(3) actual physical presence of a certified applicator when required by the label.

K. "Disposal" means to abandon, deposit, inter, or otherwise discard of waste as a final action after its use has been achieved or a use is no longer intended.

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L. "Fungus" means any non-chlorophyll-bearing thallophyte (that is, any non-chlorophyll-bearing plant of a lower order than mosses and liverworts) as, for example, rust, smut, mildew, mold and yeast, except those on or in processed food, beverages, or pharmaceuticals.

M. "Ground equipment" means any equipment used to supply pesticides that is operated on the ground and is self-propelled, or is mounted, drawn, or transported by a tractor, truck or other vehicle, and that is:

(1) gravity fed;
(2) mechanically driven by chain, gears or belts; or
(3) obtains power or pressure from a power-take-off or engine.

N. "Hazardous pesticide waste" means any pesticide waste in a concentration or quantity, or a waste pesticide container which the board declares to be hazardous to the public health and safety, domestic livestock or wildlife or property.

O. "Illegal residue" means the amount of pesticide remaining in or on food or feed crops and crop by-products, or in meat, meat by-products, or in the fat or milk of animals in excess of tolerances established by the U.S. environmental protection agency (EPA).

P. "Inert ingredient" means any ingredient which has no active properties.

Q. "Manual equipment" means any pressurized or electrically operated equipment (excluding hand-sized pressurized containers containing pesticides) used to apply pesticides that is carried or drawn as a complete unit by the person who applies the pesticide.

R. "Open burning" means the combustion of pesticide waste in any fashion other than by incineration in an incinerator approved and permitted by the New Mexico environment department and designed for that waste.

S. "Open dumping" means the placing of pesticide waste in a land site other than a sanitary landfill as defined herein.

T. "Operator technician" means any person who uses any pesticide as an employee of a commercial applicator.

U. "Permit" means a written certificate of authority issued by the department to use or apply pesticides.

V. "Pest" means any living organism injurious to other living organisms (except man and viruses, bacteria, or other microorganisms in or on other living organisms other than plants) that is a vector of a disease, or is a parasite on another organism and includes, but is not limited to, organisms in the phyla, Platyhelminthes (flatworms, flukes, tapeworms), Nemathelminthes (roundworms), Mollusca (snails), Annelida (earthworms), Arthropoda (centipedes, millipedes, spiders, mites, ticks, insects) and Chordata (fish, amphibians, reptiles, birds, mammals, excluding man).

W. "Pest control operator" means a commercial applicator certified in one or more of the license classification(s) 7A, 7B, 7C, or 7D of Paragraphs (10) through (13) of Subsection B of 21.17.50.8 NMAC.

X. "Pesticide waste" means any active or inert ingredient, or any combination thereof, of a labeled pesticide in either its packaged concentration or diluted for use which is intended for disposal. The term "pesticide waste" does not include any pesticide packaged in a form suitable for use in the household, or for agricultural use by a farmer or rancher.

Y. "Plant regulator" means any substance or mixture of substances, intended, through physiological action, for accelerating or retarding the rate of growth or rate of maturation, or for otherwise altering the behavior of ornamental or crop plants or the produce thereof but shall not include substances to the extent that they are intended as fertilizers, such as plant nutrients, trace elements, nutritional chemicals, plant inoculants or soil amendments.

Z. "Protective equipment" means clothing, respirators, goggles or other equipment or materials used to shield an applicator against unintended exposure to pesticides.

AA. "Public pest management consultant" means any individual who is employed by a governmental agency or municipality and who offers or supplies technical advice or makes recommendations to a user of restricted-use pesticides.

BB. "Sanitary landfill" means a land site for the disposal of wastes as specified under the environmental improvement board's solid waste management regulations in such a manner so as to preclude hazards to public health and safety, domestic livestock or wildlife, and loss of property by utilizing the principles of engineering to confine the wastes to the smallest practical area and to cover with soil.

CC. "Service container" means any container utilized to hold, store or transport a pesticide concentrate or a pesticide use-dilution preparation other than 1) the original labeled container provided by the manufacturer or 2) the application equipment. Containers used for waste pesticides are not deemed to be service containers.

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DD. "Service vehicle" means any vehicle used to transport pesticide application equipment, or use-dilution preparation to the application site.

EE. "Use-dilution preparation" means a pesticide preparation which is mixed with a diluent and at a rate specified on the label or labeling which produces the concentration of the pesticide provided on the registered label or labeling.

FF. "Waste pesticide container" means any container intended for disposal which formerly held pesticides.

GG. "Water dumping" means the disposal of pesticide waste in or on lakes, ponds, rivers, sewers, arroyos or any watercourse, except properly designed and constructed manmade facilities approved by the New Mexico environmental improvement division.

HH. "Weed" means any plant which grows where not wanted.

[7/1/97; 21.17.50.7 NMAC - Rn, 21 NMAC 17.50.7, 11/30/05; A, 3/14/08]

21.17.50.8 LICENSE CATEGORIES:

A. This section delineates the license categories and the scope of operations which may be performed under each category. These license categories represent the certification examinations taken by commercial, public and non-commercial applicators, pest management consultants and public pest management consultants.

B. License category and code number:

(1) 1A -- Agricultural pest control -- includes the control of insects, mites, plant, diseases, nematodes, and the use of soil fumigants, on agronomic crops.

(2) 1B -- Agricultural weed control -- includes the control of undesirable plants that compete with agricultural crops for water and plant nutrients and includes the use of desiccants, fumigants and defoliants.

(3) 1C -- Animal pest control -- includes spraying, dusting, dipping, or administering pesticides internally to control pests such as lice, mites, bots, fleas and flies on pets and livestock or treatment of places where animals are confined.

(4) 2-- Forest pest control -- includes the application of pesticides in forests, forest nurseries and forest seed producing areas.

(5) 3A -- Ornamental and turf pest control: insecticides and fungicides -- includes the control of insect and disease pests in the maintenance and production of ornamental trees, shrubs, flowers and turf.

(6) 3B -- Ornamental and turf pest control: herbicides -- includes the control of undesirable vegetation in the maintenance and production of ornamental trees, shrubs, flowers and turf.

(7) 4 -- Seed treatment -- includes the treatment of seeds to control insects, plant diseases and other pests.

(8) 5 -- Aquatic pest control -- includes the application of a pesticide to standing or running water to control algae, undesirable fish and other aquatic organisms, excluding public health pest control.

(9) 6 -- Right-of-way pest control -- includes the control of vegetation along public roads, electric powerlines, pipelines, railway rights-of-way, around oil well, storage areas, airports and similar areas.

(10) 7A -- Structural pest control -- includes the control of household pests, fabric pests and stored product pest.

(11) 7B -- Vertebrate animal control -- includes the control of rodents, birds, bats and predators of wildlife and domestic animals.

(12) 7C -- Fumigation -- includes the use of gases such as methyl bromide, hydrogen cyanide and phosphine to control pests in structures, railroad cars, stored grain and similar areas.

(13) 7D -- Wood destroying pest control -- includes the control of termites, carpenter ants, wood-boring or tunneling beetles, fungi and other organisms which attack lumber in structures or sawed lumber.

(14) 8 -- Public health pest control -- includes the control of mosquitoes, flies, fleas and other vectors that transmit human or animal diseases.

(15) 9 -- Regulatory pest control -- includes state, federal or other governmental employees who control regulated and/or quarantined pests.

(16) 10 -- Demonstration and research pest control -- includes:

(a) individuals who demonstrate to the public the proper use of restricted-use pesticides; or

(b) who conduct field research with pesticides.

(17) 11 -- Other -- to be assigned by the director.

[7/1/97; 21.17.50.8 NMAC - Rn, 21 NMAC 17.50.8, 11/30/05; A, 3/14/08]

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21.17.50.9 EXPIRATION DATE OF LICENSES: The annual registration of pesticides and any licenses or certifications provided for in the Pesticide Control Act shall expire on the dates indicated in this section unless it has been revoked or suspended prior thereto by the director.

A. The annual pesticide or device registration shall expire on December 31 following issuance.

B. The annual pesticide dealer license shall expire on December 31 following issuance.

C. The annual pest management consultant license shall expire on December 31 following issuance.

D. The annual commercial applicator license shall expire on December 31 following issuance.

E. The annual operator/technician license shall expire on December 31 following issuance.

F. The annual non-commercial applicator license shall expire on December 31 following issuance.

G. The annual public applicator license shall expire on December 31 following issuance.

H. The annual public pest management consultant license shall expire on December 31 following issuance.

I. The private applicator certification shall expire on December 31 five years following the date of issuance.

[7/1/97; 21.17.50.9 NMAC - Rn, 21 NMAC 17.50.9, 11/30/05; A, 3/14/08]

21.17.50.10 RECORDS:

A. Each commercial applicator, non-commercial applicator and public applicator shall keep records for pesticides applied by them or persons under their direct supervision which shall include the following:

(1) name of the person for whom the pesticide was applied;

(2) target pest(s) and crop or site;

(3) year, month, day, and time the pesticide was applied;

(4) brand name or common name of the pesticide and U.S. environmental protection agency registration number(s) of the pesticide(s);

(5) direction and estimated velocity of the wind and the temperature at the application site at the time the pesticide was applied; this requirement shall not apply to application of baits in bait stations or pesticide applications in or immediately adjacent to structures;

(6) concentration of the pesticide(s) applied; example: pounds, ounces or pints of pesticide formulation per gallon applied;

(7) volume of use-dilution preparation applied, if applied in categories 1A, 1B, 2, 3A, 3B, 5, 6, 7D and 8 as defined in Section 8;

(8) location of the land or city address to which pesticide was applied;

(9) if applicable, all aircraft identification numbers;

(10) name and address of the business or agency and the name of the individual making the application.

B. Pesticide application records shall be completed and available to the department within twenty-four (24) hours after the pesticide is applied.

C. Pesticide application records shall be kept for a period of two (2) years from the date of the application of any pesticide. Upon request, in writing, the department shall be furnished with a copy of these records.

D. Upon written request, the customer shall be provided with a record of each application of pesticide applied to his land which includes all information given under Subsection A of 21.17.50.10 NMAC.

E. Holders of private applicator licenses for M-44 sodium cyanide capsules shall submit to the director by September 15, their field records on the use of the M-44 capsules for the preceding period of September 1 through August 31.

[7/1/97; 21.17.50.10 NMAC - Rn, 21 NMAC 17.50.10, 11/30/05]

21.17.50.11 INSPECTION AND CARE OF EQUIPMENT:

A. Equipment used for applying pesticides by a commercial applicator shall be kept in good mechanical condition. Parts that show signs of wear or malfunction shall be replaced to prevent leakage and to assure uniform dispersal of the pesticide. Equipment, where applicable, shall be calibrated accurately to dispense the prescribed amount of pesticide. Hoses or parts not suitable or not intended for use on spray equipment shall not be used.

B. Equipment to be licensed shall be inspected for, but not limited to, the following:

(1) nozzle condition and function;

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(2) suitable type of hose;
(3) tank condition;
(4) hose and pipe connections and condition;
(5) proper functioning of pressure regulators, if equipped;
(6) proper functioning of emergency dump valve;
(7) proper functioning of pump;
(8) decal or license plate affixed to the equipment.

C. When the same equipment is used to apply different types of pesticides, it shall be cleaned thoroughly if:

(1) an insecticide is used following the use of a herbicide or defoliant; or
(2) residue from material used previously is not compatible with other pesticides to be used; or
(3) a pesticide has been used that would cause an illegal residue on cultivated crops or processed food.

D. Equipment shall be cleaned in a manner that no residues remain that will cause injury to land, humans, desirable plants or animals when making subsequent application of pesticides.

E. A uniform mixture shall be maintained in the equipment at all times while applying pesticides.

F. Pesticides that remain in spray equipment after a job is completed, and for which no further legal use is intended, shall be disposed of in a manner and location that would not cause unreasonable adverse effects on the environment. Pesticides from any equipment shall not be dumped along public highways, into streams, or at any location that would cause unreasonable adverse effects on the environment.

G. Bait boxes and watering stations placed by commercial applicators, non-commercial applicators, and public applicators shall be legibly marked with the business name of the commercial applicator or name of the public agency; the brand name or common name or chemical name of the pesticide or the active ingredient(s); the EPA registration number; and the phone number of the New Mexico poison control center in Albuquerque, New Mexico (1-800-432-6866).

H. In food handling establishments rodenticides shall be placed in bait boxes or watering stations marked with the information required in Subsection G of 21.17.50.11 NMAC.

I. Service containers shall have affixed to them a legible label with the common name of the active ingredient(s) or the brand name of pesticide contained therein.

J. Securing pesticides and equipment on service vehicles: any container or portable application equipment containing pesticides or pesticide residues shall not be left unattended on a service vehicle unless the container or equipment is in a locked compartment or secured in such a manner so as to render it inaccessible to an unauthorized person.

[7/1/97; 21.17.50.11 NMAC - Rn, 21 NMAC 17.50.11, 11/30/05]

21.17.50.12 PROTECTIVE EQUIPMENT: All licensed certified applicators shall be required to make available protective equipment properly decontaminated and in proper working order, and advise their employees of its use to meet the safety requirements of the pesticide labeling.

[7/1/97; 21.17.50.12 NMAC - Rn, 21 NMAC 17.50.12, 11/30/05]

21.17.50.13 APPLICATION OF PESTICIDES:

A. A licensed certified applicator shall apply only those pesticides registered for use in New Mexico under his license category(s). Any person applying pesticides shall follow directions, rates and precautions stated on the approved label and labeling. Application or use of a pesticide in a manner inconsistent with the directions on the approved label and labeling shall constitute an illegal use of the pesticide. Restricted-use pesticides shall be applied only by licensed certified applicators or persons under their direct supervision.

B. If a commercial pesticide applicator uses a liability insurance policy as proof of financial responsibility, the applicator shall not apply pesticides exempted in the policy.

[7/1/97; 21.17.50.13 NMAC - Rn, 21 NMAC 17.50.13, 11/30/05; A, 3/14/08]

21.17.50.14 CHANGE OF BUSINESS STATUS:

A. Any person issued a license under the Pesticide Control Act shall within ten (10) days notify the director in writing of any change of:

(1) employment;
(2) ownership of the firm;

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(3) the business firm name, address or any pertinent data on his application;
(4) licensed employees.

B. Licenses issued under the New Mexico Pesticide Control Act are nontransferable.
[7/1/97; 21.17.50.14 NMAC - Rn, 21 NMAC 17.50.14, 11/30/05]

21.17.50.15 DISPLAY AND STORAGE OF PESTICIDES:

A. Pesticides intended for distribution or sale shall be displayed or stored within an enclosed building or fenced area and shall not be displayed on sidewalks, parking lots or similar open areas.

B. Pesticides shall be stored in a manner that will reasonably insure that human foods, pet foods, drugs, animal feeds, commercial fertilizers, seeds or clothing will not be contaminated.

C. Pesticides in leaking, broken, corroded or otherwise damaged containers or with damaged or obscured labels, shall not be displayed or offered for sale.
[7/1/97; 21.17.50.15 NMAC - Rn, 21 NMAC 17.50.15, 11/30/05]

21.17.50.16 IDENTIFICATION OF VEHICLES:

A. All service vehicles used by a commercial applicator for distributing pesticides or devices shall be marked with:
(1) name of the firm;
(2) commercial applicator's license number.

B. All letters and numerals shall be of bold lettering at least one and one-half (1-1/2) inches high with a contrasting color as background. Markings shall be visible on both the right and left side of the service vehicle.
[7/1/97; 21.17.50.16 NMAC - Rn, 21 NMAC 17.50.16, 11/30/05]

21.17.50.17 PESTICIDE DEALERS:

A. Each applicant for a pesticide dealer license for outlets within New Mexico shall provide adequate facilities for the storage and distribution of restricted-use pesticides.

B. Each pesticide dealer shall keep a record of the sale of all restricted-use pesticides. Information to be recorded shall include:
(1) name and license number of the certified applicator;
(2) date of sale;
(3) brand name of the pesticide product and its EPA registration number;
(4) quantity of restricted-use pesticide sold.

C. A pesticide dealer license shall be, in addition to any other license or permit, required by law for offering or supplying technical advice, supervision or aid or making a recommendation to the user of highly toxic pesticides, restricted use pesticides, or both, by a dealer or his employees.

D. It shall be unlawful for a pesticide dealer to knowingly sell any restricted-use pesticide to any person who is not a licensed certified applicator, provided individuals under the direct supervision of a certified applicator may receive and transport restricted-use pesticides for a certified applicator.
[7/1/97; 21.17.50.17 NMAC - Rn, 21 NMAC 17.50.17, 11/30/05]

21.17.50.18 LICENSE APPLICATION AND EXAMINATION: CERTIFICATION AND LICENSING:

A. The applicant may elect to be examined in one or more of the classifications of pest control shown on the application. The examination fee, if applicable, shall be paid prior to administering any examination. If the applicant fails to pass any required examination, he may request, to take such failed examination at another date provided an additional examination fee, if applicable, is paid. A grade of seventy (70) shall be passing on all examinations.

B. If an applicant has not completed all license requirements within sixty (60) days from the date of the original application, then said applicant will be subject to the fees and requirements of a new applicant.

C. The director shall not consider any license application by any individual during the effective period of the license suspension or revocation of any license issued under the Pesticide Control Act.
[7/1/97; 21.17.50.18 NMAC - Rn, 21 NMAC 17.50.18, 11/30/05; A, 3/14/08]

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21.17.50.19 REVIEW OF CERTIFICATION AND LICENSES: The director may review any certification, license, or permit to determine if there are grounds for denial, suspension, or revocation action. A review shall be warranted in the case of:

A. violation of some provision of the Pesticide Control Act or regulations promulgated thereunder;

B. criminal conviction under Section 14(b) of the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended;

C. a final order imposing civil penalty under Section 14(a) of amended FIFRA;

D. certification obtained by cheating on an examination or providing false information about attendance or completion of required training or continuing education;

E. a license is obtained or utilized for reasons other than the intended purpose of allowing purchase or use of pesticides as required under the New Mexico Pesticide Control Act or regulations promulgated thereunder.

[7/1/97; 21.17.50.19 NMAC - Rn, 21 NMAC 17.50.19, 11/30/05; A, 3/14/08]

21.17.50.20 OPERATOR/TECHNICIAN TRAINING PERMITS: A new employee of a licensed commercial applicator may work up to sixty (60) calendar days under a operator/technician training permit provided another commercial applicator or technician licensed in New Mexico at least 6 months is present on the application site. Prior to expiration of the operator/technician training permit, permittees shall take the required examination(s). The permit shall be issued on the request of a licensed commercial applicator. The operator/technician training permit can not be extended.

[7/1/97; 21.17.50.20 NMAC - Rn, 21 NMAC 17.50.20, 11/30/05; A, 3/14/08]

21.17.50.21 PROOF OF FINANCIAL RESPONSIBILITY:

A. A commercial applicator license shall not be issued until the applicant has furnished proof of financial responsibility acceptable to the director. This requirement may be satisfied by:

(1) a certificate of liability insurance signed by an authorized insurance representative; or

(2) a certified copy of a liability insurance policy; or

(3) a surety bond.

B. Proof of financial responsibility by any means other than a certified copy of the policy shall be provided by the issuing company on forms provided by or approved by the director.

C. Proof of financial responsibility shall be clearly conditioned to cover liability resulting from the handling, storage, disposal, application, use or misuse of any pesticide.

D. The director shall be notified in writing by the issuing company ten (10) days prior to any reduction or cancellation of insurance coverage.

E. The insurer or surplus line broker shall be authorized to do business in New Mexico.

[7/1/97; 21.17.50.21 NMAC - Rn, 21 NMAC 17.50.21, 11/30/05]

21.17.50.22 MINIMUM COVERAGE REQUIREMENTS:

A. Surety bond -- $100,000.

B. Liability insurance:

(1) Aircraft.

(a) Bodily injury -- $25,000 each occurrence, $50,000 aggregate.

(b) Property damage -- $50,000 each occurrence.

(c) Single limit bodily injury and property damage -- $100,000.

(2) Ground or manual.

(a) Bodily injury -- $10,000 each occurrence -- $25,000 aggregate.

(b) Property damage -- $25,000 each occurrence.

(c) Single limit bodily injury and property damage -- $50,000.

(3) Maximum amount of deductible (if applicable) -- $1,000.

[7/1/97; 21.17.50.22 NMAC - Rn, 21 NMAC 17.50.22, 11/30/05]

21.17.50.23 STORAGE AND DISPOSAL OF PESTICIDES AND PESTICIDE WASTES:

A. Pesticide waste and pesticides intended for use by commercial pesticide applicators shall be stored in enclosed, secured areas and shall be posted with warning signs in English and Spanish.

B. Pesticide wastes, provided they are not also hazardous pesticide wastes, shall be disposed of in an approved sanitary landfill.

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C. Hazardous pesticide waste shall be disposed of in a permitted hazardous waste disposal site or in a designated area of an approved sanitary landfill under the supervision of the operator; provided, the department shall have the power to disallow disposal in an approved sanitary landfill if the hazardous pesticide waste is determined to be of such a nature that disposal should only be in a permitted hazardous waste disposal site.

D. Waste pesticide containers shall be crushed or rendered non-serviceable and disposed of in an approved sanitary landfill.

E. Rinsings and waste waters from the cleaning of pesticide apparatuses which can reasonably be expected to contain pesticide contaminants shall be contained in the cleanup area and not allowed to contaminate water or neighboring land.

F. Waste pesticides from livestock dipping vats shall be placed in evaporation ponds so as to avoid contamination of any surface or ground waters.

G. Pesticide waste or waste pesticide containers shall not be disposed of by open dumping, open burning, or water dumping in the state of New Mexico.

H. No pesticide waste shall be disposed of in any sewer or storm drain.

I. No pesticide waste or waste pesticide containers shall be disposed of in a manner inconsistent with its label or labeling.

[7/1/97; 21.17.50.23 NMAC - Rn, 21 NMAC 17.50.23, 11/30/05]

21.17.50.24 VARIANCE:

A. The director may grant a variance from any provision of 21.17.50.23 NMAC under special circumstances, provided such variance does not violate other state or federal laws.

B. A request for a variance shall be made to the director in writing and shall contain such information as the department deems necessary.

[7/1/97; 21.17.50.24 NMAC - Rn, 21 NMAC 17.50.24, 11/30/05]

21.17.50.25 FEES:

A. The annual registration fee for each pesticide or device registered shall be one hundred dollars ($100.00).

B. The annual pesticide dealer license fee for each location or outlet within the state, or if there is no outlet within the state, for the principal out-of-state location or outlet, shall be seventy five dollars ($75.00).

C. The annual pest management consultant license fee shall be seventy five dollars ($75.00).

D. The annual commercial applicator license fee shall be seventy five dollars ($75.00).

E. The annual operator/agricultural pilot/serviceman license fee shall be fifty dollars ($50.00).

F. The annual non-commercial applicator license fee shall be seventy five dollars ($75.00).

G. The private applicator certification fee, or renewal thereof, shall be fifteen dollars ($15.00).

H. The fee for each additional inspection required to certify a unit of aircraft, ground or manual equipment that fails to pass inspection shall be twenty-five dollars ($25.00).

I. The examination fee for each examination needed to qualify the applicant as a pest management consultant, commercial applicator, non-commercial applicator or operator/agricultural pilot/serviceman shall be ten dollars ($10.00) per examination.

[7/1/97; 21.17.50.25 NMAC - Rn & A, 21 NMAC 17.50.25, 11/30/05, A, 11/15/10]

HISTORY OF 21.17.50 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMDA Rule 67-2, Pesticide Regulations, Regulatory Order No. 1, filed 6/12/67.
NMDA Rule 68-1, Pesticide Regulations, Regulatory Order No. 1, Amended, filed 6/12/67.
NMDA Rule 70-1, Pesticide Regulations, Regulatory Order No. 1, Section 3, filed 3/4/70.
NMDA Rule 70-2, Pesticide Regulations, Regulatory Order No. 2, filed 3/4/70.
NMDA Rule 70-3, Pesticide Regulations, Regulatory Order No. 1, filed 12/24/70.
NMDA Rule 71-4, Pesticide Regulations, Regulatory Order No. 2, filed 12/15/71.
NMDA Rule 72-2, Pesticide Regulations, Regulatory Order No. 3, filed 3/6/72.
NMDA Rule 73-8, Pesticide Regulations, Regulatory Order No. 1, filed 9/13/73.
NMDA Rule 74-5, Pesticide Regulations, Regulatory Order No. 2, filed 7/10/74.
NMDA Rule 75-5, Pesticide Regulations, Regulatory Order No. 3, filed 9/15/75.

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[11/21/79, 12/1/96; 21.17.56.10 NMAC - Rn, 21 NMAC 17.56.10, 02/28/07]

21.17.56.11 STATE RESTRICTED-USE PESTICIDES: The board disclaims liability for any costs incident to inspection or compliance with the provisions of this rule.

A. State restricted-use insecticides: [REPEALED]

B. State restricted-use herbicides: In order to prevent unreasonable adverse effects on the environment, all formulations of the herbicides listed in this section shall be classified for restricted use in New Mexico, provided their labels or labeling contain directions primarily for use on agronomic crops, range or pasture lands, rights-of-way, forest, or non-croplands. Those products labeled primarily for use in ornamental, turf, or home garden plantings shall remain unrestricted.

(1) 2,4-D/2,4-Dichlorophenoxyacetic acid.

(2) 2,4-DB/4-(2,4-Dichlorophenoxy)butyric acid.

[11/21/79, 12/1/96; 21.17.56.11 NMAC - Rn & A, 21 NMAC 17.56.11, 02/28/07]

21.17.56.12-13 |RESERVED|

[5/18/87, 3/30/89, R, 12/1/96; 21.17.56.12-13 NMAC - Rn, 21 NMAC 17.56.12-13, 02/28/07]

21.17.56.14 |RESERVED|

[1/21/79, 11/21/79, 3/27/80, 5/18/87, 2/19/88, 3/30/89, 12/1/96; 21.17.56.14 NMAC - Rn & A, 21 NMAC 17.56.14, 02/28/07; Repealed, 08/16/10]

21.17.56.15 APPLICATOR RECORDS:

A. Any New Mexico licensed and certified pesticide applicator shall maintain the following records for two years for all pesticide applications:

(1) all records as required under 21.17.50.10 NMAC for restricted use pesticides;

(2) other records not listed above, when required by the worker protection standard, CFR 140, under authority of the federal Insecticide, Fungicide, and Rodenticide Act; and

(3) other records not listed above, when required under the United States department of agriculture private applicator recordkeeping program.

B. For pesticide applications made by a commercial pesticide applicator, application information shall be exchanged in the timeframe and manner specified with any landowner who is an agricultural employer under 40 CFR Part 170, the federal worker protection standard.

[11/21/79, 3/27/80, 5/18/87; 21.17.56.15 NMAC - Rn & A, 21 NMAC 17.56.15, 02/28/07; A, 08/16/10]

21.17.56.16 DEALER RECORDS |RESERVED|

[4/10/74, 11/21/79, 5/18/87; R, 12/1/96; 21.17.56.16 NMAC - Rn, 21 NMAC 17.56.16, 02/28/07]

HISTORY OF 21.17.56 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

DOA 73-8, Regulatory Order No. 1, Pesticide Regulations, filed 9/13/73.
DOA 74-5, Regulatory Order No. 2, Pesticide Regulations, filed 4/10/74.
DOA 75-5, Regulatory Order No. 3, Pesticide Regulations, filed 9/15/75.
DOA 79-3, Regulatory Order No. 6, Establishes the Classification of Certain Pesticides, filed 11/21/79.
DOA 80-4, Regulatory Order No. 6, Establishes the Classification of Certain Pesticides, filed 3/27/80.
NMDA Rule No. 84-1, Restricted-Use Pesticides, filed 3/19/84.
NMDA Rule No. 87-2, Restricted-Use Pesticides, filed 5/18/87.
NMDA Rule No. 88-1, Restricted-Use Pesticides, filed 2/19/88.
NMDA Rule No. 89-2, Restricted-Use Pesticides, filed 3/30/89.

History of Repealed Material:

21 NMAC 17.56.11.1, State Restricted-Use Insecticides, repealed 12/1/96.
21 NMAC 17.56.12, Restricted-Use, Hormone-Type Herbicide Permits, repealed 12/1/96.
21 NMAC 17.56.13, Purchase of Restricted-Use, Hormone-Type Herbicide, repealed 12/1/96.
21 NMAC 17.56.16, Dealer Records, repealed 12/1/96.

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[21 NMAC 17.56.14, Application of a Restricted-Use, Hormone-Type Herbicide in Regulated Counties, repealed 08/16/10]

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Pesticide Control Act

Chapter 76, Article 4

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76-4-1. Title.
This act may be cited as the "Pesticide Control Act."

76-4-2. Enforcing agency.
The Pesticide Control Act shall be administered and enforced by the state department of agriculture, under the direction of the board of regents, New Mexico state university.

76-4-3. Definitions.
As used in the Pesticide Control Act:

A. "equipment" means any type of ground, water or aerial equipment, device or contrivance using motorized, mechanical or pressurized power to apply any pesticide on land and anything that may be growing, habitating or stored on or in such land, but does not include any pressurized hand-sized household device used by a homeowner to apply a pesticide or any equipment, device or contrivance of which the person who is applying the pesticide on the person's own land is the source of power or energy in making the pesticide application;

B. "board" means the board of regents of New Mexico state university;

C. "department" means the New Mexico department of agriculture;

D. "device" means any instrument or contrivance other than a firearm that is intended for trapping, destroying, repelling or mitigating any pest or any other form of plant or animal life, other than humans and other than bacteria, viruses or other microorganisms on or in any living thing other than plants, but does not include equipment used for the application of pesticides when sold separately therefrom, or traps used to control predators or rodents or sterilization using dry heat or steam;

E. "distribute" means to offer for sale, hold for sale, sell, barter or supply in this state;

F. "environment" includes water, air and land and all plants and every living thing in water, in air and on land and the existing interrelationships;

G. "insect" means any of the numerous small invertebrate animals belonging principally to the class insecta, including beetles, bugs, bees, flies, and to other allied classes of arthropods, including spiders, mites, ticks, millipedes, centipedes and sowbugs;

H. "ingredient statement" means a statement that contains the name and percentage of each ingredient of any pesticide that is intended for one of the purposes under Paragraphs (1) through (4) of Subsection N of this section, and the total percentage of all ingredients in the pesticide not for one of those purposes. If the pesticide contains arsenic in any form, the ingredient statement shall contain a statement of the percentages of total and water-soluble arsenic, calculated as elemental arsenic;

I. "label" means the written, printed or graphic matter on or attached to the pesticide or device or any of its containers or wrappers;

J. "labeling" means all labels and all other written, printed or graphic matter accompanying the pesticide or device at any time; or to which reference is made on the label or in literature accompanying the pesticide or device, except to current official publications of the department, the United States environmental protection agency, United States departments of agriculture, the interior and health and human services, state agricultural universities and other similar federal or state institutions or agencies authorized by law to conduct research in the field of pesticides;

K. "land" means all land and water areas, including air space, and all living things and all structures, buildings, contrivances and machinery appurtenant thereto or situated thereon, fixed or mobile, including any used for transportation;

L. "person" has the extended meaning ascribed to it in Subsection E of Section 12-2A-3 NMSA 1978;

M. "pest" means any living organism injurious to other living organisms, except humans, viruses, bacteria or other microorganisms in or on other living organisms other than plants, that the board by rule declares to be a pest;

N. "pesticide" means any substance or mixture of substances intended for:

(1) preventing, destroying, repelling or mitigating any pest;

(2) causing the leaves or foliage to drop from a plant, with or without causing abscission;

(3) artificially accelerating the drying of plant tissue; or

(4) accelerating or retarding the rate of growth or rate of maturation, or for otherwise altering the behavior, of ornamental or crop plants or the produce thereof, through physiological action, but not including substances that are intended as plant nutrients, trace elements, nutritional chemicals, plant inoculants or soil amendments;

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O. "pesticide dealer" means any person who distributes highly toxic pesticides, restricted use pesticides or both, which pesticides are restricted by rule to distribution only by licensed pesticide dealers;

P. "pest management consultant" means any individual who offers or supplies technical advice or makes recommendations to the user of highly toxic pesticides, restricted use pesticides or both, which pesticides are restricted by rule to distribution only by licensed pesticide dealers;

Q. "registrant" means a person who has registered any pesticide pursuant to the provisions of the Pesticide Control Act;

R. "restricted use pesticide" means any pesticide or device designated by the board as requiring specific restrictions to prevent unreasonable adverse effects on the environment, including humans, beneficial insect predators and parasites, pollinating insects, animals, crops, wildlife and lands but excluding the pests the pesticide or device is intended to prevent, destroy, control or mitigate;

S. "unreasonable adverse effects on the environment" means an unreasonable risk to humans or the environment, taking into account the economic, social and environmental costs and benefits of the use of any pesticide;

T. "noncommercial applicator" means a person who uses or demonstrates restricted use pesticides and does not qualify as a private applicator and is not required to have a commercial applicator's license;

U. "private applicator" means a certified applicator who uses or supervises the use of any pesticide that is classified for restricted use for purposes of producing any agricultural commodity on property owned or rented by the certified applicator or the certified applicator's employer or on the property of another person if applied without compensation other than trading of personal services between producers of agricultural commodities;

V. "public applicator" means a certified applicator who as an employee of a federal, state, county or municipal agency or municipal corporation uses any pesticide that is classified for restricted use or any general use pesticide, when applied to sites or under conditions identified by rule promulgated by the board; and

W. "commercial applicator" means a certified applicator, whether or not the certified applicator is a private applicator with respect to some uses, who for compensation uses or supervises the use of any pesticide for any purpose on any property other than as provided by Sections 76-4-19 and 76-4-20.1 NMSA 1978.

76-4-4. Misbranded.

A pesticide or device is misbranded if:

A. its labeling bears any statement, design or graphic representation relative thereto or to its ingredients which is false or misleading;

B. it is contained in a package or other container or wrapping which does not conform to the standards established by the board;

C. it is an imitation of or is distributed under the name of another pesticide or device;

D. any word, statement or other information, required by the Pesticide Control Act or regulations adopted thereunder to appear on the label or labeling, is not prominently placed thereon with such conspicuousness (as compared with other words, statements, designs or graphic matter in the labeling), and in such terms as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use;

E. the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product was intended and if complied with, together with any requirements imposed by the Pesticide Control Act and regulations adopted by the board, are adequate to prevent injury to plants and animals including man, and protect against any unreasonable adverse effects on the environment;

F. the labeling bears any reference to registration under the provisions of the Pesticide Control Act unless such reference is required by regulations adopted pursuant to the Pesticide Control Act;

G. the label does not bear:

(1) the name and address of the producer, registrant or person for whom produced;

(2) the name, brand or trademark under which the pesticide is distributed;

(3) an ingredient statement on that part of the immediate container and on the outside container or wrapper, if there be one through which the ingredient statement on the immediate container cannot be clearly read, of the retail package which is presented or displayed under customary conditions of purchase. However, the department may permit the ingredient statement to appear prominently on some other part of the container, if the size or form of the container makes it impracticable to place the ingredient statement on the part which is presented or displayed under customary conditions of purchase;

(4) directions for use and a warning or caution statement which are necessary and which, if complied with, would be adequate for the protection of health and protection against injury to plants and animals including man and protection against any unreasonable adverse effects on the environment;

(5) the net weight or measure of the contents;

(6) the registration number assigned the pesticide and the registration number of the person formulating the pesticide by the United States environmental protection agency; and

(7) a statement of the use classification under which the product is registered, if required by federal or state regulations;

H. the pesticide contains any substance or substances in quantities highly toxic to man, as determined by the board unless the label bears, in addition to any other matter required by the Pesticide Control Act:

(1) the skull and crossbones or any other symbol required for registration by the United States environmental protection agency;

(2) the word "POISON" prominently printed in red on a background of distinctly contrasting color; and

(3) a statement of an antidote or practical treatment in case of poisoning by the pesticide;

I. the pesticide container does not bear a label or if the label does not contain all the information required by the Pesticide Control Act and the regulations adopted pursuant to the act, or both;

J. the label for a spray adjuvant fails to state the type or function of the functioning agents; or

K. the label is not printed in English and Spanish, as prescribed by the United States environmental protection agency and by regulations of the board.

76-4-5. Prohibited acts.

A. It is unlawful for any person to distribute within the state, to deliver for transportation or transport in intrastate commerce, or between points within this state through any point outside this state, or use any of the following:

(1) any pesticide which has not been registered in accordance with the Pesticide Control Act or regulations adopted pursuant to that act;

(2) any pesticide if any of the claims made for it or any of the directions for its use or other labeling differs from the representations made in connection with its registration, or if the composition as represented in connection with its registration, differs. However, at the discretion of the department, a change in the labeling of a pesticide except changes in the ingredient statement may be made within a registration period without requiring reregistration of the product if the change will not have unreasonable adverse effects on the environment;

(3) any pesticide, unless it is in the unbroken immediate container of the registrant or manufacturer and there is affixed to the container, and to the outside container or wrapper of the retail package, if there is one through which the required information on the immediate container cannot be clearly read, a label bearing information required in the Pesticide Control Act and the regulations adopted pursuant to that act;

(4) any pesticide which has not been colored or discolored as required by the Pesticide Control Act;

(5) any pesticide which does not meet the professed standard of quantity or quality, as expressed on the labeling under which it is sold, or in which any substance has been substituted wholly or in part for the pesticide, or if any valuable constituent has been wholly or in part abstracted or if any contaminated is misbranded or is present in an amount determined by the department to be a hazard;

(6) any device which is misbranded; or

(7) any pesticide in containers violating regulations adopted pursuant to the Pesticide Control Act, or pesticides found in damaged containers which constituted a hazard to the environment.

B. It is unlawful:

(1) to distribute a restricted use pesticide to any person who is required by law or regulations promulgated pursuant to the Pesticide Control Act to have a permit to use or purchase restricted use pesticides, unless the person or his agent, to whom sale or delivery is made, has a valid permit to use or purchase the kind and quantity of the restricted use pesticide. However, subject to conditions established by the department, such permit may be obtained from any person designated by the department immediately prior to distribution;

(2) for any person to detach, alter, deface or destroy, wholly or in part, any label or labeling provided for in the Pesticide Control Act or regulations adopted pursuant to that act, or to add any substance to, or take any substance from, a pesticide in a manner that may defeat the purpose of the Pesticide Control Act or the regulations adopted thereunder;

(3) for any person to use or cause to be used any restricted use pesticide contrary to directions on the label or to regulations of the board if those regulation differ from or further restrict the labeling;

(4) for any person to use for his own advantage or to reveal, other than to the department, or to the courts of the state in response to a subpoena, or to physicians, or in emergencies to pharmacists and other qualified persons for use in the preparation of a practical treatment including first aid, in case of poisoning, any information relative to formulas of products acquired by authority of the Pesticide Control Act;

(5) for any person to handle, transport, store, display, distribute or use pesticides in such a manner as to endanger man and his environment or to endanger food, feed or any other products that may be transported, stored, displayed or distributed with such pesticides; or

(6) for any person to dispose of, discard or store any pesticides or pesticide containers in a manner that may cause injury to humans, vegetation, crops, livestock, wildlife, pollinating insects or to pollute any water supply or waterway.

76-4-6. Registration.

A. Each pesticide or device that is distributed within the state or delivered for transportation or transported in intrastate commerce or between points within this state through any point outside this state shall be registered with the department subject to the provisions of the Pesticide Control Act. However, the registration is not required if a pesticide is shipped from one plant or warehouse operated by the same person and used solely at such plant or warehouse as a constituent part to make a pesticide which is registered under the provisions of the Pesticide Control Act.

B. The applicant for registration shall file a statement with the board which includes:

(1) the name and address of the applicant and the name and address of the person whose name will appear on the label, if other than the applicant's;

(2) the name of the pesticide or device;

(3) other necessary information required for completion of the application for registration form;

(4) a complete copy of the labeling accompanying the pesticide or device and a statement of all claims including the directions and precautions for use; and

(5) the use classification of the pesticide, if required by federal or state regulations.

C. The department when it deems it necessary in the administration of the Pesticide Control Act, may require the submission of the complete formula of any pesticide including all ingredients which will prevent, destroy, repel, control or mitigate pests, or which will act as a plant regulator, defoliant, desiccant or those which act as a functioning agent in a spray adjuvant, and all ingredients which do not perform these functions.

D. The department may require a full description of the tests made and the results thereof upon which the claims are based on any pesticide, device or on any pesticide or device on which restrictions are being considered. In the case of renewal of registration, the applicant shall be required to furnish only information which is different from that furnished when the pesticide was registered or reregistered during the previous license year.

E. The board may prescribe other necessary information by regulation.

F. The applicant desiring to register a pesticide or device shall pay an annual prescribed registration fee for each pesticide or device registered.

G. Any registration approved by the department and in effect on December 31 of the year for which a renewal application has been made and the proper fee paid, shall continue in full force and effect until the department notifies the applicant that the registration has been renewed or denied in accord with the provisions of the Pesticide Control Act. Forms for reregistration shall be mailed to registrants at least thirty days prior to the due date.

H. If it appears to the department that the composition of the pesticide warrants the proposed claims for it and if the pesticide or device and its labeling and other material submitted comply with the requirements of the Pesticide Control Act, the department shall register the pesticide or device.

I. All federal, state and county agencies or municipalities shall register all pesticides or devices distributed by them but shall not be required to pay the registration fee.

76-4-7. Experimental use permits.

A. No person shall conduct field tests using a pesticide not registered with the department or a registered pesticide for a use not previously approved in the registration without first having obtained an experimental use permit from the department.

B. Any person may apply to the department for an experimental use permit for a pesticide. The department may issue an experimental use permit if it determines that the applicant needs the permit in order to accumulate information

necessary to register a pesticide. The department may refuse to issue an experimental use permit if it determines that issuance of such permit is not warranted or that the pesticide use to be made under the proposed terms and conditions may cause unreasonable adverse effects on the environment.

C. Use of a pesticide under an experimental use permit shall be under the supervision of the department and shall be subject to the terms and conditions and be for the period of time prescribed by the department in the permit.

D. The department may revoke any experimental use permit at any time, if it finds that the terms or conditions of the permit are being violated, or that its terms and conditions are inadequate to avoid unreasonable adverse effects on the environment.

76-4-8. Refusal to register; cancellation; suspension.

A. If it does not appear to the department that the pesticide or device warrants the proposed claims or if the pesticide or device and its labeling and other required material do not comply with the provisions of the Pesticide Control Act or regulations adopted thereunder, the department shall notify the applicant of the manner in which the pesticide, device, labeling or other required material fails to comply with the provisions of the Pesticide Control Act and permit the applicant to make the necessary corrections. If, upon receipt of such notice, the applicant does not make the required changes, the department may refuse to register the pesticide or device.

B. The department may, when it determines that a pesticide or device or its labeling does not comply with the provisions of the Pesticide Control Act or the regulations adopted thereunder, cancel the registration of a pesticide or device.

C. The department shall, when it determines that a situation exists in which the continued use of a pesticide during the time required for cancellation under the Pesticide Control Act would likely result in unreasonable adverse effects on the environment, suspend on their own motion, the registration or a pesticide or device.

76-4-9. Department to administer and enforce act; board to adopt regulations; scope of regulations.

The department shall administer and enforce the provisions of the Pesticide Control Act and regulations promulgated by the board.

A. The board may after notice and public hearing adopt regulations for carrying out the purpose and provisions of the Pesticide Control Act, including regulations providing for:

(1) declaring as a pest any form of plant or animal life or virus, other than man and other than bacteria, viruses and other microorganisms on or in living man or other living animals, which is injurious to health or the environment;

(2) designating certain pesticides to be highly toxic to any animal including man;

(3) determining standards for identifying pesticides by color, taste, odor or form;

(4) the collection and examination of devices or samples of pesticides for analysis;

(5) requiring pesticide applicators to notify land owners of property adjoining the property to be treated, or in the immediate vicinity thereof, of a proposed application of a pesticide, if such a notice is necessary to carry out the purpose of the Pesticide Control Act; and for a hearing before the director of the department of any objecting owner of property adjoining the property to be treated before the application of the pesticide;

(6) the safe handling, transportation, storage, display, distribution, use and disposal of pesticides and their containers;

(7) establishing standards with respect to the package, container or wrapping in which a pesticide is distributed;

(8) restricting or prohibiting the use of certain types of containers or packages for specific pesticides. These restrictions may apply to type of construction, strength and size or any combination thereof to alleviate danger of spillage, breakage, misuse or any other hazard to the public;

(9) procedures for making pesticide recommendation;

(10) adopting a list of restricted use pesticides for the state or for designated areas within the state;

(11) regulating the time and conditions of distribution, sale or use of the restricted use pesticides;

(12) requiring all persons issued licenses to offer technical advice, to sell or to use restricted use pesticides to maintain records as prescribed by the department;

(13) certification of private applicators;

(14) label requirements of all pesticides required to be registered under provisions of the Pesticide Control Act;

(15) regulating the labeling of devices;

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(16) procedures and techniques to be used in sampling land, including agricultural products that are to be consumed by man or animals for pesticide residues;

(17) classifying pesticides for general use, restricted use or both;

(18) prescribing methods to be used in the application of pesticides where the department finds that such regulations are necessary to carry out the purpose and intent of the Pesticide Control Act. Such regulations may relate to the time, manner, methods, materials and amounts and concentrations in connection with the application of the pesticides and may restrict or prohibit use of pesticides in designated areas during specified periods of time and shall encompass all reasonable factors which the department deems necessary to prevent damage or injury by drift or misapplication to plants, including forage plants, or adjacent or nearby lands; wildlife in the adjoining or nearby areas; fish and other aquatic life in waters in reasonable proximity to the area to be treated; and humans, animals or beneficial insects. In issuing such regulations, the board shall give consideration to pertinent research findings and recommendations of other agencies of the state, the federal government or other reliable sources;

(19) requiring any pesticide use dilution to be colored or discolored if it determines that such requirement is feasible and is necessary for the protection of health and the environment;

(20) establishing good pesticide use and handling practices for commercial pesticide applicators;

(21) establishing requirements for supervision of servicemen of structural pest control applicators; and

(22) regulating false or misleading advertisement in the sales or use of pesticides and devices.

B. The board shall adopt regulations that are consistent with regulations of the New Mexico environmental improvement board, the New Mexico water quality control commission and the laws administered by the regulations of the United States environmental protection agency.

C. The department is authorized to specify the quantities and concentrations of restricted use pesticides that may be applied.

76-4-9.1. State preemption.

Except as otherwise authorized in the Pesticide Control Act, no city, county or other political subdivision of the state and no home rule municipality shall adopt or continue in effect any ordinance, rule, regulation or statute regarding the registration, labeling, distribution, sale, handling, use, application, transportation or disposal of pesticides.

76-4-10. Sampling and examination of pesticides or devices; residue analysis.

A. The sampling and examination of pesticides or devices shall be made under the direction of the department for the purpose of determining if they comply with the requirements of the Pesticide Control Act.

B. The sampling of land, including agricultural products that are to be consumed by man or animals, may be made by the department to determine if pesticide residues are present that will cause unreasonable adverse effects on the environment or if the residues exceed the tolerance established by the United States environmental protection agency, New Mexico environmental improvement agency [department of environment] or restrictions established by other federal or state regulatory agencies.

76-4-11. "Stop sale, use or removal" order.

When the department has reasonable cause to believe a pesticide or device is being distributed, used, stored or transported in violation of any of the provisions of the Pesticide Control Act or regulations adopted pursuant thereto, the department may issue and serve a written "stop sale, use or removal" order upon the owner or custodian of the pesticide or device. If the owner or custodian is not available to receive the order, the department may attach the order to the pesticide or device and notify the registrant. The pesticide or device shall not be distributed, used or removed until the provisions of the Pesticide Control Act have been complied with and the pesticide or device has been released in writing under conditions specified by the department or the alleged violation has been otherwise disposed of as provided in the Pesticide Control Act by a court of competent jurisdiction.

76-4-12. Judicial action after "stop sale, use or removal" order.

A. After service of a "stop sale, use or removal" order is made upon any person, that person or the registrant or the department may file an action in a court of competent jurisdiction, in the county in which a violation of the Pesticide Control Act or regulations adopted thereunder is alleged to have occurred, for an adjudication of the alleged violation. The court in such action may issue temporary or permanent injunctions, mandatory or restraining, and such intermediate orders as it deems necessary or advisable. The court may order condemnation of any pesticide or device that does not meet the requirements of the Pesticide Control Act or regulations adopted thereunder.

B. If the pesticide or device is condemned, it shall, after entry of decree, be disposed of by destruction or sale as the court directs. However, the pesticide or device shall not be sold contrary to the provisions of the Pesticide Control Act or regulations adopted thereunder. Upon payment of the costs of the condemnation proceedings and the execution and delivery of a bond as prescribed by the court to assure the pesticide or device shall not be sold or disposed of contrary to the provisions of the Pesticide Control Act or regulations adopted pursuant thereto, the court may direct that the pesticide or device be delivered to the owner thereof for relabeling, reprocessing or otherwise bringing the product into compliance.

C. When a decree of condemnation is entered against the pesticide or device, court costs, fees, storage and other proper expenses shall be awarded against the person, if any, appearing as claimant of the pesticide or device.

76-4-13. Pesticide dealer license.

A. It is unlawful for any person to act in the capacity of a pesticide dealer, or advertise as, or assume to act as a pesticide dealer at any time without first having obtained an annual license from the department. A license shall be required for each location or outlet located within this state from which pesticides are distributed. Any manufacturer, registrant or distributor who has no pesticide dealer outlet licensed within this state and who distributes pesticides directly into this state shall obtain a pesticide dealer license for his principal out-of-state location or outlet.

B. Application for a license shall be accompanied by the prescribed annual license fee and shall be on a form provided by the department. The application shall include:

(1) the full name and title of the person applying for the license;

(2) the address of each outlet to be licensed;

(3) the principal business address of the applicant;

(4) the name of a person domiciled in this state authorized to receive and accept service of summons and legal notices of all kinds for the applicant; and

(5) any other necessary information prescribed by the department.

C. Provisions of this section shall not apply to a licensed pesticide applicator who sells pesticides only as an integral part of his pesticide application service when the pesticides are dispensed only through an apparatus used for such pesticide application, or any federal, state or county agency, or municipality which provides pesticides only for its own programs.

D. Each pesticide dealer shall be responsible for the acts of each individual employed by him in the solicitation and sale of pesticides and all claims and recommendations for the use of pesticides. The dealer license shall be subject to denial, suspension or revocation after a hearing for any violation of the Pesticide Control Act or regulations adopted thereunder, whether committed by the dealer or by an officer, agent or employee of the dealer.

76-4-14. Pest management consultant.

No individual shall perform services as a pest management consultant without first obtaining from the department an annual license. Application for a license shall be on a form provided by the department and shall be accompanied by the prescribed fee. Licensed pesticide applicators and operators and employees of federal, state and county agencies, or municipalities, when acting in their official capacities, shall be exempt from this licensing provision.

76-4-15. Public pest management consultant.

A "public pest management consultant" means any individual who is employed by a governmental agency or municipality to act as a pest management consultant. No person shall act as a public pest management consultant without first obtaining an annual nonfee license from the department. Application for a license shall be on a form provided by the department. The nonfee license shall be valid only when the consultant is acting in that capacity as an employee of his governmental employer. Federal and state employees whose principal responsibilities are in pesticide research shall be exempt from this licensing provision while acting in their official capacities.

76-4-16. Examinations for pest management consultant license.

The department shall require each applicant for a pest management consultant license or a public pest management consultant license to demonstrate the applicant's knowledge of pesticide laws and regulations, pesticide hazards and the safe distribution, use, application and disposal of pesticides by satisfactorily passing a written examination for the classification for which he has applied, prior to issuing his license. The prescribed examination fee shall be paid for the initial examination and other examinations needed to qualify the applicant to perform services as a pest management

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consultant. The public pest management consultant shall not be required to pay the examination fee and an examination shall be administered upon request.

76-4-17. Commercial pesticide applicator license.

A. It is unlawful for any person to engage in the business of applying pesticides at any time to land not owned or occupied by him without a commercial pesticide applicator license issued by the department. The commercial pesticide applicator shall pay an annual prescribed fee for each license issued. Should any apparatus fail to pass inspection making it necessary for an additional inspection to be made, the department shall require a prescribed inspection fee. In addition to the required inspection, additional inspections may be made to determine if equipment is properly calibrated and maintained in conformance with the Pesticide Control Act and regulations adopted pursuant thereto.

B. Application for a license shall be on a form provided by the department.

C. The department shall not issue a commercial pesticide applicator license until the applicant has passed an examination to demonstrate his knowledge of how to apply pesticides under the classification or classifications he has applied for, and his knowledge of the nature and effect of pesticides he may apply. The department shall charge the prescribed examination fee for the initial examination and other examinations needed to qualify the applicant to apply pesticides.

D. The department shall renew any applicant's license under the classification for which the applicant is certified; provided that the applicant's license is not under a suspension or revocation order and he has met the provisions of the Pesticide Control Act.

E. The department shall not issue a commercial applicator license if it has been determined that:

(1) the applicant has been convicted within the last five years of a felony involving fraud;

(2) the applicant has had revoked within the last two years a previous license authorized by the Pesticide Control Act;

(3) the applicant has been unable to satisfactorily fulfill the certification requirements; or

(4) [the applicant] has had any pesticide application or a license denied, revoked or suspended in any state in the last five years.

F. All applicants for a commercial applicator license shall meet at least one of the following requirements prior to being issued a license and shall file proof of compliance as specified by the department:

(1) documentation of two years of pesticide application experience in the category or related category for which application is being made; or

(2) documentation of one year of pesticide application experience in the category or related category for which application is being made and not less than twenty college credit hours in biological or agricultural sciences.

76-4-18. Operator license.

A. It is unlawful for any individual to act as an employee of a commercial pesticide applicator and apply pesticides without having obtained an operator license from the department.

B. The department shall issue an operator license when the applicant has passed an examination to demonstrate his ability to apply pesticides safely and effectively with the type of apparatus and in the classification for which he has applied. The department shall charge the prescribed examination fee for each examination administered.

C. The provisions of this section shall not apply to any individual who is a licensed commercial pesticide applicator.

76-4-19. Application of act to governmental entities; public applicator's license required.

A. A public applicator shall be subject to the provisions of the Pesticide Control Act and rules adopted pursuant to that act.

B. Public applicators shall be subject to examinations or other licensing provisions as provided in the Pesticide Control Act or by rule promulgated by the board. The department shall issue a limited license without fee to the public applicator who has qualified for the license. The public applicator license shall be valid only when the applicator is acting as an applicator applying pesticides used by federal, state, county or municipal agencies or municipal corporations. Government research personnel shall be exempt from this licensing requirement only when applying general use pesticides to experimental plots.

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76-4-20. Private applicators.

A. No private applicator shall use a restricted use pesticide without first complying with the certification requirements determined by the department as necessary to prevent unreasonable adverse effects on the environment, including injury to the applicator or other persons.

B. In determining these certification requirements, the board shall take into consideration standards of the United States environmental protection agency. Certification requirements for a private applicator to be certified to use restricted use pesticides may include but shall not be limited to the following:

(1) the applicant shall acknowledge that he understands and will abide by the label precautions by signing a dealer's pesticide register. The register shall include the name and address of the private applicator and other information as prescribed by the department. The dealer shall keep a record of all restricted use pesticides distributed to a private applicator;

(2) the applicant shall obtain a user permit prior to purchase and use of the pesticide. The department may issue restricted use pesticide permits to private applicators who have documented the crops, location and acreage on the permit for the seasonal or temporary period for which their permit is issued. User permits shall only be issued for registered or experimental uses and shall be subject to other limitations as specified by the department. The limitations may include limiting the areas of use, the timing or method of application and limiting the amount of the pesticide to that needed to cover the acreage to be treated;

(3) the applicant shall be required to pass a written examination demonstrating his competency with respect to the use and handling of the pesticide or pesticides covered by his certification prior to purchase and use of the product; and

(4) the applicant shall be required to obtain approval from the department for each application involving a specific risk to the environment. The applicant shall submit to the department an application form for a special review permit. The application shall include detailed information on the intended use, the responsible person in charge and the equipment and conditions under which the pesticide application is to be made. The department in reviewing the application for a special review permit may require additional restrictions such as on-site inspection or supervision.

C. The department shall charge the prescribed fee for each certification.

D. If a private applicator does not qualify, the department shall inform the applicant in writing.

E. Private applicator certification shall be valid for a period of not less than three years, established by the board.

76-4-20.1. Noncommercial applicator license.

A. A noncommercial applicator shall not use a restricted use or state restricted use pesticide without having a valid current noncommercial applicator license issued by the department for the license use categories and subcategories in which the pesticide application is made.

B. Application for an original or renewal license shall be on a form prescribed by the department. An annual prescribed fee shall be charged for each noncommercial applicator license issued.

C. The department shall not issue a noncommercial applicator license until the applicant has passed a written certification examination to demonstrate to the department the applicant's knowledge of how to apply pesticides under the classifications for which the applicant has applied and the applicant's knowledge of the nature and effect of pesticides the applicant may apply under such classifications.

D. The department shall renew any applicant's license under the classification for which the applicant is certified; provided that the applicant's license is not under a suspension or revocation order and the applicant has complied with the provisions of the Pesticide Control Act.

E. Nothing in this section shall imply the right to apply pesticides for hire without first having obtained a commercial applicator license.

76-4-21. Expiration date of licenses.

The board shall set by regulation the expiration date for the annual pesticide registration or any license provided for in the Pesticide Control Act.

76-4-22. Fees.

A. Fees for the registration of pesticides, the various licenses, inspection of apparatuses and examination of applicants required by the Pesticide Control Act shall be set by the board not to exceed the amount authorized below:

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(1) annual registration fee for each pesticide or device registered, not more than $150;

(2) annual pesticide dealer license for each location or outlet within the state or, if there is no outlet in the state, for the principal out-of-state location or outlet, not more than $100;

(3) annual pest management consultant license, not more than $100;

(4) annual commercial pesticide applicator license, not more than $100;

(5) annual operator license, not more than />$75.00;

(6) annual noncommercial applicator license, not more than $100;

(7) private applicator certification or renewal, not more than $25.00;

(8) additional inspection required to certify each unit of aircraft, ground or manual equipment that fails to pass inspection, not more than $25.00; and

(9) examination fee for each examination needed to qualify the applicant as a pest management consultant, commercial pesticide applicator, noncommercial applicator or operator or any combination thereof, not more than />$20.00.

B. If the application for the renewal of a pesticide registration or any annual license provided for in the Pesticide Control Act is not filed prior to the expiration date of the prior registration or license, the fee for renewal of registration or license shall be double the amount specified in this section and shall be paid by the applicant before the renewal registration or license is issued. Any person holding a current valid license may renew the license for the next year without taking an examination unless the department determines that additional knowledge relating to the classification for which the applicant has applied makes a new examination necessary. However, if the license is not renewed within thirty days after expiration, the licensee shall be required to take new certification examinations.

76-4-23. Grounds for denial, suspension or revocation of license, permit or certification; acts constituting a violation of the Pesticide Control Act.

A. The department may deny application for any license, permit or certification or may suspend any license, permit or certification when it has reason to believe that the applicant for or the holder of such license, permit or certification has violated any of the provisions of Subsection B of this section.

B. It is a violation of the Pesticide Control Act for any person to:

(1) make a false or fraudulent claim through any media which misrepresents the effect of material or methods to be used;

(2) make a pesticide recommendation or to use a pesticide in a manner inconsistent with the labeling;

(3) apply known ineffective or improper materials;

(4) operate faulty or unsafe apparatus;

(5) operate in a faulty, careless or negligent manner;

(6) refuse or, after notice, neglect to comply with the provisions of the Pesticide Control Act or the rules and regulations adopted pursuant thereto;

(7) refuse or neglect to keep and maintain the records or to make reports when and as required by the Pesticide Control Act or rules and regulations adopted pursuant thereto;

(8) make false or fraudulent records, invoices or reports;

(9) engage in the business of applying a pesticide on the land of another without having a licensed applicator or operator in direct "on-the-job" supervision;

(10) use fraud or misrepresentation in making an application for a license or renewal of a license;

(11) refuse or neglect to comply with any limitation or restriction on or in a duly issued license or permit;

(12) aid or abet a licensed or an unlicensed person to evade any provision of the Pesticide Control Act, conspire with a licensed or an unlicensed person to evade the provisions of the Pesticide Control Act or allow one's license to be used by an unlicensed person;

(13) make false or misleading statements during or after an inspection concerning any infestation or infection of pests found on land;

(14) impersonate any state, county or city inspector or official;

(15) perform the type of pest control under the conditions and in the locality in which he operates or has operated, whether or not he has previously passed an examination, when not qualified;

(16) use, or supervise the use of, a pesticide which is restricted to use by certified applicators when not qualified as a certified applicator; or

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(17) make pesticide recommendations or apply pesticides without having the proper certification or license.

C. Any person who has had a license, permit or certification denied, suspended or revoked by the department may request a hearing before the department. The request for a hearing shall be made within fifteen days of receipt of a certified letter notifying him of the department's action.

76-4-24. Surety bond or insurance required of commercial pesticide applicators.

The department shall not issue a commercial pesticide applicator license until the applicant has furnished evidence of financial responsibility with the department consisting either of a surety bond or a liability insurance policy or certification thereof, protecting persons who may suffer legal damages as a result of the operations of the applicant. However, the surety bond or liability insurance policy need not apply to damages or injury to land being worked upon by the applicant. The department shall not accept a surety bond or liability insurance policy except from authorized insurers or surplus line brokers authorized to do business in the state.

A. The amount of the surety bond or liability insurance as provided for in this section shall be set by the board. The surety bond or liability insurance shall be maintained, at a sum not less than that specified by the board, at all times during the license period. The department shall be notified ten days prior to any reduction made at the request of the applicant or cancellation of the surety bond or liability insurance by the surety or insurer. The department may accept a liability insurance policy or surety bond in the proper sum which has a deductible clause in an amount prescribed by the board. If the applicant has not satisfied the requirements of the deductible amount in any prior legal claim, such deductible clause shall not be accepted by the department unless the applicant furnishes the department with a surety bond or liability insurance which shall satisfy the amount of the deductible pertaining to all claims that may arise in his application of pesticides.

B. The applicator license shall, whenever the surety bond or insurance policy of the licensee is reduced below the requirements of the Pesticide Control Act and regulations adopted pursuant thereto, be automatically suspended until the surety bond or insurance policy again meets these requirements. The department may retrieve the license plates or decal of the licensee during the period of automatic suspension and return them only when the licensee has furnished the department with written proof that he is again in compliance.

C. Nothing in the Pesticide Control Act shall be construed to relieve any person from liability for any damage to the person or lands of another caused by the use of pesticides, even though such use conforms to the rules and regulations of the board.

76-4-25. Damaged person must file report of loss; contents; time of filing; effect of failure to file.

A. Any person suffering a loss or damage resulting from the use or application by others of any pesticide shall file with the department a verified report of loss setting forth, so far as known to the claimant, the following:

(1) the name and address of the claimant;
(2) the type of land alleged to be injured or damaged;
(3) the name of the person applying the pesticide and allegedly responsible;
(4) the name of the owner or occupant of the property for whom the pesticide application was made; and
(5) additional information as requested by the department.

B. The report must be filed within sixty days from the time that the loss or damage becomes known to the claimant. If a growing crop is alleged to have been damaged, the report must be filed prior to harvest of fifty percent of that crop, unless the loss or damage was not then known. The department may prepare a form to be furnished to persons making a report of alleged damages. This form shall contain other requirements as the department deems necessary. The department may, upon receipt of the alleged damage report, notify the licensee and the owner or lessee of the land or other person who may be charged with the responsibility, of the damages claimed, and furnish copies of the statements as may be requested. The department shall inspect damages whenever possible, and when they determine that the complaint has sufficient merit, they shall make the information available to the person claiming damage and to the person who is alleged to have caused the damage.

C. The filing of a report or the failure to file a report need not be alleged in any complaint which might be filed in a court of law, and the failure to file the report shall not be considered any bar to the maintenance of any action.

D. The failure to file the report shall not be a violation of this act. However, if the person failing to file the report is the only one injured from the use or application of a pesticide by others, the department may, when in the public

interest, refuse to hold a hearing for the denial, suspension or revocation of a license or permit issued under the Pesticide Control Act until the report is filed.

E. Where damage is alleged to have occurred, the claimant shall permit the department, the licensee and his representatives, such as bondsman or insurer, to observe and examine the lands or nontarget organism alleged to have been damaged. Failure of the claimant to permit the observation and examination of the damaged lands shall automatically bar the claim against the licensee.

76-4-26. Inspection of equipment.

A. The department shall provide for an annual inspection of any equipment used for the application of pesticides by a commercial pesticide applicator and may require repairs or other changes before the equipment is used to apply pesticides. A list of requirements that the equipment shall meet shall be provided by the department.

B. Any piece of equipment which fails inspection shall have affixed to it an out-of-order seal. The equipment shall not be put back into service until it has passed reinspection and the out-of-order seal is removed by the department. A prescribed inspection fee shall be charged for each reinspection.

76-4-27. License plates or decals for apparatus.

Each licensed apparatus shall be identified by a license plate or decal furnished by the department, at no cost to the licensee. The license plate or decal shall be affixed in a location and manner upon the application apparatus as prescribed by the department.

76-4-28. Farmer or rancher exemption.

Except for the use of restricted use pesticides the provisions of the Pesticide Control Act relating to licenses and requirements for their issuance shall not apply to any farmer or rancher owner of a ground or manual apparatus applying pesticides for himself or his farmer or rancher neighbors, when he:

A. operates farm or ranch property and operates and maintains pesticide application equipment primarily for his own use;

B. is not regularly engaged in the business of applying pesticides for hire amounting to a principal or regular occupation and he does not publicly solicit business as a pesticide applicator; or

C. operates his pesticide application equipment only in the vicinity of his own property and for the accommodation of his neighbors.

76-4-29. Repealed.

76-4-30. Discarding and storing of pesticides and pesticide containers.

No person shall discard, transport or distribute any pesticide or pesticide container in a manner that may cause injury to humans, vegetation, crops, livestock, wildlife or beneficial insects or pollute any waterway.

76-4-31. Access to public or private premises.

A. For the purpose of carrying out the provisions of the Pesticide Control Act, the department is authorized upon presentation of proper identification and with consent of the owner or by court order, to enter any public or private premises, in order to:

(1) inspect any apparatus subject to the Pesticide Control Act and the premises on which the apparatus is kept or stored;

(2) inspect lands actually or reported to be exposed to pesticides;

(3) inspect storage or disposal areas;

(4) inspect or investigate complaints of injury to humans or land;

(5) sample pesticides being applied or to be applied; or

(6) sample land, including agricultural products, for pesticide residues.

B. If it appears that a pesticide apparatus or device fails to comply with the provisions of the Pesticide Control Act or regulations adopted thereunder, and if the department contemplates instituting proceedings against any person, the department shall cause notice to be given to the person. Any person so notified shall be given an opportunity to present his views, either orally or in writing, with regard to the contemplated proceedings. If thereafter, in the opinion of the department, it appears that the provisions of the Pesticide Control Act or regulations adopted thereunder have been

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violated by the person, the department shall refer a copy of the results of the analysis or the examination of the pesticide apparatus or device to the district attorney for the county in which the violation occurred. It is the duty of the district attorney to whom any violation of the Pesticide Control Act is reported to cause appropriate proceedings to be instituted and prosecute in a court of competent jurisdiction without delay.

C. Nothing in the Pesticide Control Act shall be construed as requiring the department to report, for prosecution or the institution of condemnation proceedings, minor violations of the Pesticide Control Act when the department believes that the public interest will be best served by a notice of warning in writing.

D. Should the department be denied access to any land where access was sought for the purposes set forth in the Pesticide Control Act, they may apply to any court of competent jurisdiction for a search warrant for the purpose requested.

76-4-32. Classification of licenses.

A. The department may classify licenses to be issued under the Pesticide Control Act. Such classifications may include recommending pesticides to be used in or on land, including but not limited to agricultural crops, ornamentals, structures and noncrop land or to treat regulated products or equipment. If the licensee has a classified license, he shall be limited to practicing within such classification. Each classification shall be subject to separate testing procedures and requirements. No person shall be required to pay an additional license fee if he desires to be licensed in one or all of the license classifications.

B. The department may classify pesticide applicator and operator licenses to be issued under the Pesticide Control Act. the classifications may include, but not be limited to pest control operations, fumigators, ornamental or agricultural pesticide applicators or right-of-way pesticide applicators. Separate classifications may be specified for ground, aerial or manual methods used by any licensee to apply pesticides or to the use of pesticides to control pests. Each classification shall be subject to separate testing procedures and requirements. No person shall be required to pay an additional license fee if the person desires to be licensed in one or all of the license classifications.

76-4-33. Records.

A. Any person issued a license or permit under the provisions of the Pesticide Control Act shall keep such records as required by regulation of the board.

B. Commercial pesticide applicators licensed under the provisions of the Pesticide Control Act shall keep such records as prescribed by regulation of the board.

C. The department shall have access to the records at any reasonable time to copy or make copies of the records for the purpose of carrying out the provisions of the Pesticide Control Act. Unless required for the enforcement of the Pesticide Control Act, the information shall be confidential and, if summarized, shall not identify any individual person.

76-4-34. Penalties.

A. Any person violating any provision or requirement of the Pesticide Control Act or regulations adopted by the board pursuant to that act is guilty of a petty misdemeanor.

B. In addition to any other penalties imposed by the Pesticide Control Act, any person who willfully or repeatedly violates any provision of that act may be assessed by the court a civil penalty not to exceed one thousand dollars ($1,000) for each violation.

C. The board may bring an action to enjoin the violation or threatened violation of any provision of the Pesticide Control Act or any regulation made pursuant thereto in a court of competent jurisdiction of the county in which the violation occurs or is about to occur.

D. The department, acting as a law enforcement officer, is authorized to file a criminal complaint in a magistrate court for violations of the Pesticide Control Act or regulations adopted pursuant thereto and shall not be required to pay the docket fee.

76-4-35. Persons exempted from certain penalties.

A. The penalties provided for violations of Paragraphs (1) through (5) of Subsection A of Section 5 [76-4-5 NMSA 1978] of the Pesticide Control Act shall not apply to:

(1) any carrier while lawfully engaged in transporting a pesticide within this state, if such carrier shall, upon request, permit the department to copy all records showing the transactions in and movement of the pesticides or devices;

(2) public officials of this state and the federal government while engaged in the performance of their official duties in administering state or federal pesticide laws or regulations or while engaged in pesticide research; or

(3) the manufacturer or shipper of a pesticide for experimental use only by or under the supervision of an agency of this state or of the federal government authorized by law to conduct research in the field of pesticides if the manufacturer or shipper holds a valid experimental use permit issued by the department and by the United States environmental protection agency.

B. No pesticide or device shall be deemed in violation of the Pesticide Control Act when intended solely for export to a foreign country and when prepared or packed according to the specifications or directions of the purchaser. If not so exported, all the provisions of the Pesticide Control Act and regulations adopted thereunder shall apply.

76-4-36. Repealed.

76-4-37. Publication of information.

The department may publish, in the form it deems proper, results of products analyzed, based on official samples as compared with the guaranteed analysis and information concerning the distribution and use of pesticides. Individual distribution and use information shall not be a public record. The department may also publish results of samples analyzed for pesticide residues.

76-4-38. Cooperation.

The department may cooperate, receive grants-in-aid and enter into cooperative agreements with any agency of the federal government, of this state or its subdivisions, or with any agency of another state, in order to:

A. secure uniformity of regulations;

B. enter into cooperative agreements with the United States environmental protection agency to register pesticides under the authority of the Pesticide Control Act and the federal Environmental Pesticide Control Act;

C. cooperate in the enforcement of the federal Environmental Pesticide Control Act and regulations through the use of state or federal personnel and facilities or both and to implement cooperative enforcement programs including but not limited to the registration of pesticides, collection and analysis of pesticides and devices, inspection of storage facilities and certification of applicators;

D. enter into contracts with other agencies including federal agencies for the purpose of training pesticide dealers, pesticide management consultants, pesticide applicators or operators;

E. publish information and conduct short courses on the storage, transportation, distribution, application, use, registration and disposal of pesticides and devices and environmental implications thereof;

F. enter into contracts for either monitoring pesticides, or analyzing land, including agricultural products that will be consumed by any living organism other than plants, for pesticide residues, or both;

G. prepare and submit a state plan to meet federal certification standards including issuing experimental use permits; and

H. regulate pesticide applicators and operators.

76-4-39. Disposition of funds.

All moneys received by the department under the provisions of the Pesticide Control Act shall be expended for the purpose of carrying out the provisions of the Pesticide Control Act.

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16.

Each flower room will utilize carbon filtered exhaust with Can 100 Filters, and Can 12" Max Fans in order to reduce outside odor. These units will run 24 hours a day providing odor mitigation and clean air circulation for worker safety.

In the dry room, trim room and dispensary room we plan to run the same filters and fans recirculating the air to reduce the smell and improve air quality. The Can 100 Filter has a maximum recirculating power rating of 1680 cfm and maximum exhaust rating of 840 cfm. The 12" Max Fan from Can Fan provides 1708 cfm to maximize air scrubbing in the facility. These units will be vented using hard metal ducting to maximize airflow and provide a tight seal.

Using flexible ducting can rip or breakdown over time allowing smell to leak out from facilities Shift New Mexico will hard duct all carbon filters to minimize all leaked odors. The Can Filters and Max Fans will be mounted to the ceiling using unistrut to pull out hot air as well as odor.

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The Business Plan of

Keyway, Inc. a Non-Profit Corporation

Licensing the Brand and Mark of

Shift NEW MEXICO

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Shift NEW MEXICO

Confidentiality Statement

This document contains confidential information proprietary to Shift Cannabis Co., Shift New Mexico (Keyway, Inc., a not-for-profit New Mexico entity licensing the Shift Brand), hereinafter referred to as the "Company." This information and related conversations are submitted solely for the purpose of introducing selected parties to the Company's Business Plan. The Company's disclosure of information contained herein and in related conversations does not constitute authorization to use the information, ideas, or concepts presented, or to disclose any information to other parties. The Company retains ownership of this Plan, the concepts and ideas described herein.

Each recipient of this document agrees to treat the information in a strictly confidential manner. The recipient may not disclose, directly or indirectly, or permit any agent or affiliate to disclose any information contained herein, or reproduce this document in whole or part without the prior written consent of the Company.

Any party who accepts delivery of this Plan or any other document or verbal communication of confidential information from the Company agrees to be bound by the terms of this Confidentiality Statement and further agrees to promptly return documents to the Company upon request.

Disclaimer Statement

The market analysis and projections presented in this document represent management's subjective views of the business and information gathered from reliable industry sources. The financial projections are based on management's best judgment and reasonable assumptions of future events and circumstances. There can be no assurance that management's assumptions and expectations will be realized or that its perceptions are accurate. No representations or warranties of future Company performance or market trends are intended and such are expressly disclaimed.

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Shift NEW MEXICO

Executive Summary

Keyway, Inc. a New Mexico non-profit (the "NP") will offer licensed New Mexico patients the highest quality medical cannabis products, sold by the Shift New Mexico dispensary, courier delivery services, and other licensed LNPP sales points. Our goal is to be the New Mexico distribution center's trusted source for medical grade Hand Raised Cannabis™ and we will continue that tradition as we expand into additional New Mexican communities. The NP plans to operate a fully licensed medical cannabis production facility located in Santa Fe, New Mexico. This facility shall be known as "The Garden" and "The Dispensary" and the NP will be the sole licensed distributor of Shift Cannabis Co. brand products, only to be sold locally in the state of New Mexico. The NP will be able to control quality and production timing, offering New Mexico patients and dispensaries premium products, at an affordable pricing level (both wholesale and flow-through retail), in a professional and safe manner.

Mission and Vision

The NP was founded in 2015 on the principle that patients whose doctors recommend medical cannabis should have safe access to accurate information, industry resources, and the highest quality, clean medicine. Our mission is to bring a higher level of professionalism, knowledge and compassion to medical cannabis patients. This principle is found in our Mission Statement; Educate. Legitimize. Cater. We aim to provide excellence in quality, service and support, while maintaining an external decorum that casts positive light on the industry and patient base. *We are patient advocates!*

Over the past 5 years the Shift Brand has established itself as the premier growers and dispensers in Boulder, Colorado. Utilizing a management contract, proven SOPs, safety and compliance procedures, and a team with more than a collective two decades of regulated cannabis cultivation, the NP has structured a deal to license the *Shift New Mexico* brand and is poised for success.

While the NP is garnering support from those who have done this previously, our core team is completely New Mexican. Our Executive Director is a New Mexico pillar, (while he was born in neighboring Arizona, he moved to New Mexico in grade school and has been integrated ever since), a member of the New Mexico Bar Association, and has spent years working with the local Santa Fe community. Our Board of Directors is made up of unique individuals with diverse backgrounds, all from New Mexico with an eye on taking care of our community.

The Business Concept

The NP has plans to operate a phased business growth model, with 100% focus and attention on the first phase right now. *Phase one is a Santa Fe dispensary and rural-*

focused delivery model whereby the NP cultivates and produces finished good cannabis products (varietal flowers, kief, and hash), packages these products in safe, secure, branded containers, and then sells these products to licensed patients and other distribution centers across New Mexico. We will start with one solo production and distribution facility, utilizing a shared space concept in a beautiful Santa Fe County mixed use building. Statistics and experience in the market and industry point to an underserved segment as dispensaries are consistently out of cannabis products and a large percentage of New Mexican patients still acquire from private caregivers. While a shortage of wholesale cannabis across the state provides an opportunity to deliver an underwhelming product and still reap positive cash flow benefit, our company will start with top tier quality and continue that focus for the long-haul. This strategy will provide multiple benefits. Not only will it differentiate us at the beginning when the pond is small, but it will provide us a runway to establishing ourselves as the best high-quality cannabis brand well before the pond grows large and becomes crowded. Additionally, as other brands inevitably make the move to quality cannabis when competition grows tighter we will have built a reputation for caring about quality even when we didn't have to. This is brand equity and it is a cornerstone of our business strategy.

When the NP has successfully completed the first phase of operations, we will move onto Phase Two. Phase Two is to create another production/distribution facility in another part of the state and continue to increase volume and patient access on a unit-by-unit basis. Phase Three is to move forward with an internal infused-edibles brand where we only sell our own ingestible products, increasing safety and quality control levers. The market will determine the appropriate times for moving into the follow-up phases of our operational plan, but regardless, we will increase our ability to offer more and better products across the entire State of New Mexico.

The Value Proposition & Our Advantage

One of the main reasons the NP has chosen to utilize the Shift New Mexico brand and Management Company is their proven track record for producing and packaging a safe and effective cannabis product. Our research has shown the dispensaries they operate continually provide best in class service from an educated staff and patient base. Educated consumers make better buying decisions, build brand loyalty, and in-turn create more stable organizations.

Quality (Hand Raised, Pesticide Free, Cured, & Tested) – The methods and programs we have chosen to implement from the Shift Cannabis Co. Standard Operating Procedures (SOPs) allow our NP to offer the absolute highest quality cannabis products on the market. The plants are all hand raised, meaning they are cloned by hand, transplanted by hand, watered by hand (organic top dressings) and most importantly, kept free of pests and fungus by hand. We will utilize a trade secret protected organic Integrated Pest Management (IPM) system that forces every plant to be touched by a human being every day. This ensures maximum vigor and vitality to the plant that is the actual vessel for the medicine contained in

the trichome glands. Hand harvesting, drying, trimming, and curing ensure the patient has the best medicine available. It is important to realize that whether via smoking or other ingestion, the full cannabinoid profile, terpene profile, and flavanoid profile all affect the medicinal efficacy for the patient. Hand trimming and curing ensures these traits are preserved in the medicine, much like a careful timing in the oven ensures the baker's recipe tastes and acts as it is supposed to. Following a mixing recipe is not guarantee of success, only diligent work and appreciation for the task at hand does.

Genetics and Breeding – Marijuana is not marijuana; cannabis is not cannabis. There are thousands upon thousands of varietals existing in today's commercial cannabis markets across the country. There is no one-size-fits-all approach to cannabis varietal selection, but there are production modalities that allow for a broad spectrum of cannabinoids and terpenes for the patient and their physician to utilize. Our Garden will cultivate varietals high in THC, others with various CBD:THC ratios from 50:1 to 1:1, and multiple varietals with different terpene formulations and profiles (citrus, floral, coffee/earthy, etc) allowing our patients to find and utilize the right medicine for them. We will know what our medicine is made of because we will utilize laboratory testing just as Shift does in other states.

Education (Internal and External) – Education is absolutely critical to the success of our operation, and that success is defined by our ability to teach our patient base. Without first teaching our own staff it will be impossible to share with our patients. We have disciplined training courses in cannabis treatment modalities; we encourage extra-curricular learning and offer paid travel to workshops and events around the country. When appropriate and available, we will utilize local physicians (including our own Registered Nurse and Medical Doctor on the Board) to assist in training our staff and collective patient groups in our lobby. *See Personnel Training package of application.*

The Financial Situation

The NP has sought donation from private persons and organizations but the overall atmosphere is limited at best, with most large donations going to regional or national political based organizations. We have chosen to fund the business operations by taking on debt. Based upon our business plan and financial proforma, we estimate the need for between $325,000 and $350,000 of amortized loans or a line of credit. SNM, LLC (the management company licensing the Shift New Mexico Logo and Mark to Keyway, Inc.) has pledged it will make a loan to the NP at a 5 year (4.5 year fully amortized) rate of 15%. This is market rate for the cannabis industry across the country and the five year term matches the first five year term of our lease arrangement.

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The Operating Team

The Non Profit – A New Mexican Group

The Board of Directors of Keyway, Inc. (the NP) is an all New Mexican group. The diversified group has lived in local communities for decades upon decades, owning business, farming, ranching, providing medical and community services across the land of enchantment. The initial group of directors is:

Director Name	Address	City	State	Country	Zip
DEBBIE JESKO	[redacted]				
KEVIN GRANNON					
MICHAEL VIGIL					
MATT CLARKE					
MONICO ABEYTA					
ROLLIN V ODEN					
MICHAL HAYS					

The Management Company

SNM, LLC, (d/b/a Shift New Mexico) a New Mexico Limited Liability Company, has a total of three members. SNM was formed with the intent of providing experienced cannabis management to Keyway, Inc. non-profit company. The full list of members is as follow:

MEMBER & GENERAL MANAGER – Shift Cannabis Co. – Thirty five and three-tenths of a percent (35.3%) of the management entity is owned by CannaCounsel, LLC d/b/a Shift Cannabis Co. (SCC), a Colorado entity with five years of operational and compliance experience under its belt. SCC has managed Green Dream Health Services in Boulder, Colorado since August of 2010. Green Dream consists of a medical dispensary and three medical cultivation facilities. Each of these four facilities have been licensed multiple times by the State of Colorado and the City of Boulder with a track record of perfect scores in regulatory audits and renewal applications. SCC specializes in clean cannabis and emphasizes long-term employee retention through promoting from within and providing significant employee training programs. Additionally, SCC has consulted multiple Colorado dispensaries and cultivation centers on matters such as strain selection, CBD breeding techniques, dispensary employee training programs, cannabis vending protocols, organic integrated pest management programs, and yield/efficiency systems. SCC currently consults or operates licensed cannabis facilities in Colorado, Illinois, and New Jersey, while assisting applicants in Alaska, Maryland, and New York. Finally, SCC has been working with local and state governments, and hopeful applicants, to create responsible regulation in New York, Florida and California. The Principals of SCC are:

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Reed Porter (Garden Operations) – Mr. Porter spent a decade living in New Mexico, growing up in Albuquerque and graduating from the New Mexico Military Institute before eventually moving to Colorado. Reed has a background as an entrepreneur in manufacturing. He spent three years operating a natural foods company from the ground level and developed a small business with 25 employees; a fully automated food production and national distribution grew from a simple farmer's market stand. Reed holds a Bachelor of Science in Business Administration from University of Colorado, Boulder with emphasis on Systems/Operations Management. In 2005, Reed's wife was suffering from TMJ causing severe pain and sleeplessness. After visits to multiple dentists and doctors, the only solutions presented were daily use of narcotic painkillers and sedatives. A conscientious dentist recommended that cannabis could be a better option and they eventually found a doctor willing to recommend it medically. Reed was designated the caregiver and began as a licensed medical marijuana cultivator. During this time Reed experimented growing organically in soil beds, outdoors container growing, re-circulating hydroponic systems and eventually drain to waste coco systems. By 2009, Reed had established 40 patients as a caregiver. After reading the Department of Justice's "Cole Memo," which stated that federal resources would not be used in cases of state-regulated cannabis businesses, he began exploring commercial opportunities. Mr. Porter has a track record of successful cultivation, free of pests, pathogens, and pesticides.

Travis Howard, Esq. (Retail Operations) - Mr. Howard holds a Juris Doctorate from the University of Colorado School of Law, a Bachelor of Science in Business Administration from Colorado State University, and multiple technical certifications. Travis has a demonstrated track record of success in disruptive and emerging markets. Having safely navigated the auto industry meltdown of 2008 to 2009 with Dealerslink, Inc., an IT project he helped launch during law school, he then looked for another challenge. Travis quietly entered the cannabis industry in mid-2009 as an attorney representing over 40 eventual dispensaries and cultivation operations. In early 2010, he launched the KindReviews and CannaCounsel (Shift) brands, and he joined the ownership team at Green Dream Health Services in August of the same year when the State of Colorado officially accepted business applications. Travis has great passion for the cannabis industry and its people and holds a great respect for the cannabis plant. He considers working with both a privilege and honor.

Robert McEvoy (Compliance Specialist) - Mr. McEvoy has spent over a decade working in the health care industry, specifically focusing on pharmacy personnel operations, compliance auditing, and records management. He holds a Bachelor of Arts from Virginia's James Madison University with an emphasis on Psychology and Education Paradigms. Robert also serves on the Secretary of

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Education-recognized Accrediting Bureau of Health Education Schools, where he audits university level curriculum ensuring standards compliance for accreditation. Mr. McEvoy's extensive practice in compliance for highly regulated sectors such as health care and education serves as the foundation for his experience working with cannabis cultivation and retail centers. Robert's award-winning background in customer service and teaching modalities enables him to develop and lead organizations through all aspects of employee training. He has worked with building, overseeing, and implementing recommendations for large cannabis cultivation and retail entities to bring them to the forefront of the nation's highly regulated cannabis industry.

MEMBER – Bootstrap, LLC – Bootstrap owns eleven and 8-tenths of a percent (11.8%) of the entity. Recently formed for the purposes of entering this entity and market, Bootstrap is made up of three members with varying backgrounds. The principals of Bootstrap are:

James Hayes – Mr. Hayes is a practicing attorney with law offices in Santa Fe and Las Cruces. He spent 8 years in the United States Air Force including two tours of duty in Iraq. He knows first hand what cannabis can do for ailing patients as his wife deals with MS and uses therapeutic cannabis as part of her treatments. Mr. Hayes brings his military background to our compliance team as well as his can do attitude and bevy of experience working with the community through his law practice.

Michal Hayes – Mrs. Hayes was born in Isreal but has called Santa Fe, New Mexico home for over a decade. Mrs. Hayes, a licensed attorney, is a current MCP patient and cultivator and brings not only her personal experience with MS and cannabis, but a history of public service and support for voiceless peoples of New Mexico. Her experience in both sectors will allow her to contribute to the mission of the NP in ways other people simply cannot.

Daniel Jacobs – Mr. Jacobs has a long career in public support and administration, having worked for New Mexico Department of Health in various roles since 2006. A certified paralegal and HIPAA/Privacy officer, Mr. Jacobs will be able to assist in implementing protocols and safety measures for the patient base.

MEMBER - Matt Clarke, Esq. – Mr. Clarke owns fifty two and nine-tenths of a percent (52.9%) of management entity Shift New Mexico and serves as Executive Director of the nonprofit Keyway, Inc. A native New Mexican and current Santa Fe resident, Matt received his Bachelor of Arts in Political Science from the George Washington University, Washington, D.C. He returned to New Mexico to attend the University of

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New Mexico School of Law and was admitted to the State Bar in 2007. Matt practiced as an Assistant District Attorney in the First and Second Judicial Districts of New Mexico before entering private practice and founding his firm Cantou Clarke Law. In private practice, Matt has provided civil legal aide to victims of domestic violence, represented parents whose parental rights are in jeopardy due to abuse and neglect, and acted as a contract public defender. Matt's law practice has made him acutely aware of the need for a wide range of treatment options for both behavioral and physical health conditions. In his career, Matt has been drawn to the parts of his community with the greatest needs. He is proud to provide his community with safe, ethical, and symptom-oriented medical cannabis products.

Industry Overview

The New Mexico Cannabis Market Dynamics

Producers – We have insight into the New Mexico Medical Cannabis Program (MCP) as of the 4th Quarter 2014 operational results. Utilizing these quarterly numbers we believe the total medical sales market to be between $20,000,000 and $30,000,000 annually. The largest two producers appear to have market share between 20-25% combined while the lowest four producers combined own just 1% of the market. That leaves 16 "middle road" producers with a market share of $4,875,000 or ~$325,000/year of revenue on average.

Product – Cannabis supply appears to be low, with volume producers selling via wholesale transaction to other LNPPs on average 2.5 times per month. This may include infused goods (edibles) as well as hash or concentrate products in addition to raw flower. High CBD flower and oil is markedly lacking in New Mexico, with most advertised CBD strains remaining in the 1:1 CBD:THC ratio area. There are no individual edible statistics released by the MCP but a web search on Leafly or Weedmaps displays that edibles exist in some fashion, with only one national brand making an appearance on the menu boards, Bhang Chocolate.

Production – In the 4th Quarter of 2014 not a single LNPP had purchased the right to grow more plants, apparently because the MCP had not yet made this option available (somewhat unclear at this point). If the average plants harvested during the quarter were 89 and the average grams were 24,146 we have an average of just over 0.6 lbs per harvested plant for the entire statewide industry. The industry leaders appear to be at the ¾ to 1 lb per harvested plant of usable cannabis flower.

Pricing – The average sales price of cannabis flower is $11.33 per gram and the high end is $13-$14 per gram. The average patient is purchasing 20 grams (I believe this is for the entire quarter).

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Geography – The bulk of LNPP licenses are concentrated in the Albuquerque and Santa Fe regions, but almost all of them offer delivery services. There are 23 registered LNPPs currently but patients are allowed to purchase from registered caregivers as well.

The National Cannabis Market Dynamics

A few of the interesting items of note from The Market Outlook & Consumer Demand, Marijuana Business Factbook 2014 Edition (Factbook) are:

- The Cannabis Market was expected to reach $2.2-2.6B in 2014; with Medical representing $1.6-1.9B
- 70-80% of Americans support legalization, up from 16% in the late 1960s
- There are 1.25-1.35M patients, with a heavy majority in CA, CO, and WA
- Companies with the strongest brands, professional packaging, advanced equipment, consistent products and a wide array of offerings are leading the market
- 66% of patients feel it's "very important" for companies to lab test products (down from 71% in 2013); an additional 31% feel it is "moderately important"

Additionally the Factbook listed the *Top 10 Takeaways from 2014* as (**bold** where we maintain an advantage via core competency):

1. **Consumers want diversified product offerings**
2. Consumers want excellent customer service (*Shift is production focused only)*
3. Consumers want increased edibles inventory
4. **Price is important, but not the overriding factor**
5. **Consumers trust brands with an online presence**
6. **Consumers want CBD products**
7. **Consumers want products to be lab tested and labeled**
8. Consumers want local and upscale dispensaries
9. **Consumers want higher potency products**
10. **Consumers want organic options**

IBIS World 2014 Industry Reports validate the size of the cannabis market opportunity in the United States, breaking down the demographic of patients in the medical market by their ailments treated with cannabis.

Key Statistics Snapshot	Revenue	Annual Growth 09-14	Annual Growth 14-19
	$2.1bn	16.2%	23.3%
	Profit	Wages	Businesses
	$25.7m	$1.5bn	1,423,077

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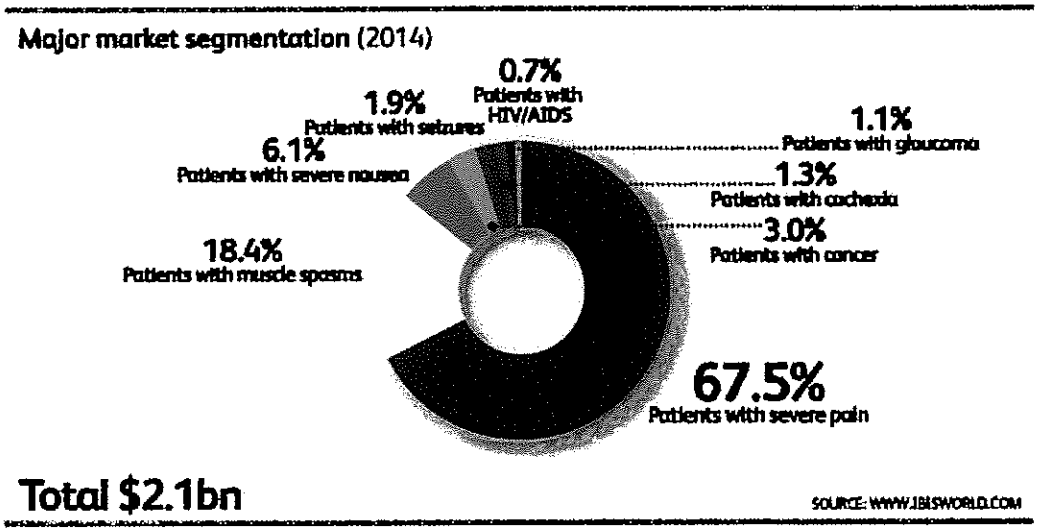

Government regulations and policies have a significant influence on demand for medical cannabis. A total of 21 states and the District of Columbia have some level of legalization of cannabis for medical uses. Eight of the 21 states passed related legislation in the past five years, which has stimulated strong demand for medical cannabis. The federal government regulates cannabis as a Schedule I controlled substance, though, and considers all cannabis cultivation and consumption to be illegal. Federal policy prevents the widespread use of medical cannabis in states without medical cannabis laws. In addition, federal policy still limits some consumer demand in states where medical cannabis is legal due to the fear of violating federal law.

Household income also determines a patient's ability to acquire medical cannabis products. The legalization of medical cannabis has created a market for high-quality cannabis, which can be expensive. In addition, medical cannabis is typically not covered under health insurance plans, which makes its demand more dependent on patient income levels.

Population demographics, particularly age, also dictate demand trends for medical cannabis. Adults aged 50 and older are more likely to develop health conditions such as cancer, Alzheimer's, chronic pain, glaucoma and other diseases that can be treated with medical cannabis. Over the past five years, the percentage of older individuals in the population increased. The rising number of US adults aged 50 and older is expected to bolster demand for medical cannabis products. In the five years to 2020, IBIS World anticipates that this demographic will grow at an annualized rate of 1.6% to 116.1 million.

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Internal Business Analysis

The Competitive Analysis

We desire to be a top tier cannabis producer in the State of New Mexico, which means we will directly compete with the top 5 LNPPs in the state. The New Mexico Department of Health releases quarterly reports stating the revenue totals and production totals on average and on the highest portions. We've identified (nameless) two LNPPs that we intend to compete with. The top per quarter revenue businesses did $818,698 and $605,829 during the last fiscal quarter of 2014. This means to be top tier we need to perform at a $2.5M to $3.25M projection course.

First, we need to produce enough cannabis in a limited footprint to enter this revenue level. We've worked out a contract for management services where they have the experience and expertise to handle this task, averaging three pounds per light on exotic and boutique strains.

Second, we need to take advantage of every aspect of the plant during a harvest cycle. We've ensured our operator will utilize all trim and kief in the sales process to generate additional revenue with no further costs associated.

Third, we need to ensure everything we grow sells. This means we must have competitive prices with the best quality on the market. Word of mouth wins in cannabis, it's been proven from California to New Jersey over the past 10 years. We've licensed the Shift Brand and SOPs to ensure we have the highest quality cannabis in New Mexico.

Strengths	Weaknesses
• Understanding of operational needs • Management's understanding of MMJ • Same site Retail/Cultivation • Genetics & Breeding	• Market growth • Production capacity • Leased spaces • Moderate capital base
Opportunities	**Threats**
• No large corporations dominating market • Lots of small competitors barely surviving • Production expansion same site available (24 Bisbee Ct)	• New State regulations • Rescheduling of Cannabis • Economy • Loss of lease(s)

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The Products and Offerings

Initial Products – The NP, facing the public as the brand Shift New Mexico, will start off with cannabis flower varietals. Grown from available seed stock, the NP, after being licensed, intends to secure the Katsu Bubba, Gorilla Glue, Shishkaberry, Bubba Fett, Triangle OG, Purple Dream, Stardawg, Chupacabra, Moonshine Haze, Sweet Sweet and Good Medicine. While an in-house breeding program and continued genetic acquisition is in the plan, these initial seeds will provide a full spectrum medicinal offering to our patients. They cover equatorial sativas, high mountain indicas, graded hybrids, and CBD emphasized varietals. In addition, the terpene profiles of these varietals cover all major spectrum areas ensuring we are able to work with physicians and patients to create the perfect treatment regimen and modalities for ach individual customer. Over 80 cannabis cultivars may be grown at Shift New Mexico.

We plan to purchase the privilege of cultivating additional plant count from MCP/DOH as soon as is fiscally feasible.

Cannabidiol – Shift New Mexico will grow and breed various CBD dominant strains. It has access to the popular Charlotte's Web strain seen on Sanjay Gupta's CNN specials, as well as many higher CBD content strains. Some of these strains go as high as 50:1 THC:CBD and as low as 1:1 ratio. This product line is very important for children, elderly, and muscular/nerve afflictions and we intend to have a CBD varietal oil (kief/hash) and flower available at all times. Possible and future CBD varietals are:

- ✓ Good Medicine
- ✓ Medicine Woman
- ✓ Charlotte's Web
- ✓ Charlotte's Cookies
- ✓ Tora Bora
- ✓ AC/DC
- ✓ Harlequin
- ✓ Cannatonic

Contemplated Products – We will create kief via our trimming process and we will utilize a simple screen and drying process to create dry sieve hash concentrate. At no point will these products contain more than 70% THC.

Potential Future Products – The NP has access to operating procedures and protocols for Super Critical CO2 Hash Oil as well as Butane Hash Oil (BHO) and its management-contracted company has experience in Colorado and Illinois. Either of these oils can be made into tinctures, salves, transdermal patches, transmucosal sprays, gel cap pills, oil syringes, and standard ingestible edibles and baked goods.

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The Marketing Plan

First and foremost we will make relationships with other LNPPs across the state. We will demonstrate our ability to produce a harvest on schedule and with consistency. We will then offer wholesale prices that are competitive to the market but with much great quality. We will utilize these wholesale revenues to stabilize the NP while we are gaining our own patient base.

Our marketing efforts will consist primarily of education symposiums and one-on-one interactions with local physicians. We intend to demonstrate our quality control measures (with tours for doctors if allowable) and our acumen in cannabis training. From training our staff to teaching our patients, we will allow the physicians to see that we have the products necessary to treat their varied patients and we have the staff available to serve them appropriately for their needs. We will provide brochures to physician offices, and we will focus our efforts on presenting medical information on our website: shiftnewmexico.com.

We will utilize online portals such as leafly.com and kindreviews.com for presenting our in stock menu to the patients. Each patient that comes to our facility will be directed to these resources so they may stay up to date and current on our menu offerings.

Word of mouth is the single largest source of cannabis patients across the country. We will utilize this metric to our advantage by asking our patients to speak about our quality. Patients tend to congregate online and in person and we expect them to talk about the quality of the products and service they receive. Positive recommendations and referrals will earn our dispensary the reputation and business our efforts deserve.

The Operating Plan

PLEASE SEE KEYWAY PROFORMA – Expected/2.5/2 lbs Variations

(Inserted PDF Printout of various proforma options for performance based contract. Also, Excel Version is saved on the Shift USB Drive contained in application packet.)

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Keyway Proforma – Expected

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	3
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
Sales				
Retail	0	0	0	0
Wholesale	0	0	0	0
Income				
Retail Sales	$0.00	$0.00	$0.00	$0.00
Wholesale Sales	$0.00	$0.00	$0.00	$0.00
Total Income	$0.00	$0.00	$0.00	$0.00
Cost of Goods Sold				
Dispensary				
Compliance				
Lab Testing	$0.00	$0.00	$0.00	$0.00
Licensing	$10,000.00	$0.00	$0.00	$0.00
Packaging	$0.00	$0.00	$0.00	$0.00
POS	$0.00	$0.00	$250.00	$250.00
RFID	$0.00	$0.00	$0.00	$0.00
Security	$15,000.00	$100.00	$100.00	$100.00
Dispensary Supplies	$0.00	$0.00	$0.00	$0.00
Hash				
Wholesale	$0.00	$0.00	$0.00	$0.00
Processing	$0.00	$0.00	$0.00	$0.00
Purchases - Resale				
Edibles	$0.00	$0.00	$0.00	$0.00
Resale Items	$0.00	$0.00	$0.00	$0.00
Wholesale Medicine	$0.00	$0.00	$0.00	$0.00
Rent	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Subcontractor	$50,000.00	$0.00	$0.00	$0.00
Utilities				
Electric	$200.00	$200.00	$200.00	$200.00
Gas	$200.00	$200.00	$200.00	$200.00
Water	$100.00	$100.00	$100.00	$100.00
Telecommunications	$100.00	$100.00	$100.00	$100.00
Trash	$0.00	$0.00	$0.00	$0.00
Total Dispensary COGS	$78,100.00	$3,200.00	$3,450.00	$3,450.00

RFA C

Keyway Proforma – Expected

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	3
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
Warehouses				
Bisbee				
Compliance				
Lab Testing	$0.00	$0.00	$0.00	$0.00
Licensing	$30,000.00	$0.00	$0.00	$0.00
Packaging	$0.00	$0.00	$0.00	$0.00
POS	$0.00	$0.00	$250.00	$250.00
RFID	$0.00	$0.00	$0.00	$0.00
Security	$15,000.00	$100.00	$100.00	$100.00
Grow Supplies	$0.00	$0.00	$0.00	$0.00
Rent	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Trim Supplies	$0.00	$0.00	$0.00	$0.00
Utilities				
CO2	$0.00	$0.00	$0.00	$1,000.00
Electricity	$200.00	$200.00	$500.00	$4,000.00
Gas	$200.00	$200.00	$200.00	$200.00
Water	$100.00	$100.00	$200.00	$200.00
Telecom	$100.00	$100.00	$100.00	$100.00
Trash	$100.00	$100.00	$100.00	$100.00
Warehouse Upgrades	$127,500.00	$0.00	$0.00	$0.00
Total Bisbee COGS	$175,700.00	$3,300.00	$3,950.00	$8,450.00
Mngmnt and Grow Wages				
Executive Director	$0.00	$0.00	$0.00	$0.00
Secretary	$0.00	$0.00	$0.00	$0.00
SNM, LLC	$0.00	$0.00	$0.00	$0.00
Other Payroll	$0.00	$0.00	$0.00	$0.00
Payroll Taxes	$0.00	$0.00	$0.00	$0.00
Total Management COGS	$0.00	$0.00	$0.00	$0.00
Total COGS	$253,800.00	$6,500.00	$7,400.00	$11,900.00
Gross Profit				
Expense				

RFA C

Keyway Proforma – Expected

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	3
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
Advertising and Promotion				
Conventions	$0.00	$0.00	$0.00	$0.00
Online	$0.00	$0.00	$0.00	$0.00
Print	$0.00	$0.00	$0.00	$0.00
Sponsorships	$0.00	$0.00	$0.00	$0.00
Automobile Expense	$0.00	$0.00	$0.00	$0.00
Banking				
Service Charges	$0.00	$0.00	$0.00	$0.00
Penalties	$0.00	$0.00	$0.00	$0.00
Computer and Internet	$0.00	$0.00	$250.00	$0.00
Equipment Rental	$0.00	$0.00	$0.00	$0.00
Insurance				
Bonds	$0.00	$0.00	$0.00	$0.00
Liability	$600.00	$600.00	$600.00	$600.00
Worker's Comp	$0.00	$0.00	$0.00	$0.00
Interest Expense (Amort 4.5 yr	$0.00	$0.00	$0.00	$0.00
Over/Under	$0.00	$0.00	$0.00	$0.00
Postage and Deliveries	$0.00	$0.00	$0.00	$0.00
Professional Fees	$0.00	$0.00	$0.00	$0.00
Accounting	$250.00	$250.00	$250.00	$250.00
Charity	$0.00	$0.00	$0.00	$0.00
Legal	$350.00	$350.00	$350.00	$350.00
Industry Memberships	$0.00	$0.00	$0.00	$0.00
Travel				
Airfare	$0.00	$0.00	$0.00	$0.00
Meals and Entertainment	$0.00	$0.00	$0.00	$0.00
Parking	$0.00	$0.00	$0.00	$0.00
Rental Car	$0.00	$0.00	$0.00	$0.00
Taxes				
Taxes - Other	$0.00	$0.00	$0.00	$0.00
Total Expense	$1,200.00	$1,200.00	$1,450.00	$1,200.00
Net Profit	-$255,000.00	-$7,700.00	-$8,850.00	-$13,100.00
Net Profit Margin	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

RFA C

Keyway Proforma – Expected

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	3
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
CASHFLOW ANALYSIS				
Outflow				
DEBT Payments $325k Principle 4.5 yr term				
Principle				
Savings for Community Mission				
Retained Mission				
Savings for Rural Expansion				
Retained Expansion				
Retained Cash				
This Month				
Total Cash				

REA C

Keyway Proforma – Expected

Harvest Per Yr	Lbs Per Month
5.5	41.25

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
0	5	5	5	10	10	10
0	36.25	36.25	36.25	31.25	31.25	31.25
$0.00	$24,915.00	$24,915.00	$24,915.00	$49,830.00	$49,830.00	$49,830.00
$0.00	$117,812.50	$117,812.50	$117,812.50	$101,562.50	$101,562.50	$101,562.50
$0.00	$142,727.50	$142,727.50	$142,727.50	$151,392.50	$151,392.50	$151,392.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$1,000.00	$0.00	$0.00	$1,200.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,450.00	$5,450.00	$4,450.00	$4,450.00	$5,650.00	$4,450.00	$4,450.00

Keyway Proforma – Expected

RFA C

Harvest Per Yr	Lbs Per Month
5.5	41.25

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$8,450.00	$8,650.00	$8,650.00	$8,650.00	$8,650.00	$8,650.00	$8,650.00
$0.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$0.00	$750.00	$750.00	$750.00	$750.00	$750.00	$750.00
$0.00	$50,000.00	$75,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$281.25	$281.25	$281.25	$281.25	$281.25	$281.25
$0.00	$54,031.25	$79,031.25	$104,031.25	$104,031.25	$104,031.25	$104,031.25
$11,900.00	$68,131.25	$92,131.25	$117,131.25	$118,331.25	$117,131.25	$117,131.25

RFA C

Keyway Proforma – Expected

Harvest Per Yr	Lbs Per Month
5.5	41.25

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$0.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,700.00	$6,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
-$13,600.00	$68,207.05	$46,207.05	$21,207.05	$28,672.05	$29,872.05	$29,872.05
#DIV/0!	47.79%	32.37%	14.86%	18.94%	19.73%	19.73%

RFA C

Keyway Proforma – Expected

Harvest Per Yr	Lbs Per Month
5.5	41.25

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
	$6,820.71	$4,620.71	$2,120.71	$2,867.21	$2,987.21	$2,987.21
	$6,820.71	**$11,441.41**	**$13,562.12**	**$16,429.32**	**$19,416.53**	**$22,403.73**
	$13,641.41	$9,241.41	$4,241.41	$5,734.41	$5,974.41	$5,974.41
	$13,641.41	**$22,882.82**	**$27,124.23**	**$32,858.64**	**$38,833.05**	**$44,807.46**
	$41,726.42	$26,326.42	$8,826.42	$14,051.92	$14,891.92	$14,891.92
	$41,726.42	**$68,052.83**	**$76,879.25**	**$90,931.16**	**$105,823.08**	**$120,714.99**

RFA C

Keyway Proforma – Expected

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
15	15	15	20	20	20	25
26.25	26.25	26.25	21.25	21.25	21.25	16.25
$74,745.00	$74,745.00	$74,745.00	$99,660.00	$99,660.00	$99,660.00	$124,575.00
$85,312.50	$85,312.50	$85,312.50	$69,062.50	$69,062.50	$69,062.50	$52,812.50
$160,057.50	$160,057.50	$160,057.50	$168,722.50	$168,722.50	$168,722.50	$177,387.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$2,100.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$5,950.00	$5,414.65	$5,414.65	$7,214.65	$5,414.65	$5,414.65	$7,514.65

RFA C

Keyway Proforma – Expected

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$2,500.00	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$8,650.00	$38,650.00	$9,614.65	$9,614.65	$9,614.65	$9,614.65	$9,614.65
$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$4,000.00
$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,750.00
$110,000.00	$110,000.00	$110,000.00	$110,000.00	$110,000.00	$110,000.00	$125,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$356.25	$356.25	$356.25	$356.25	$356.25	$356.25	$431.25
$115,106.25	$115,106.25	$115,106.25	$115,106.25	$115,106.25	$115,106.25	$131,181.25
$129,706.25	$159,170.90	$130,135.55	$131,935.55	$130,135.55	$130,135.55	$148,310.55

RFA C

Keyway Proforma – Expected

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$25,962.05	-$3,502.60	$25,532.75	$32,397.75	$34,197.75	$34,197.75	$24,687.75
16.22%	-2.19%	15.95%	19.20%	20.27%	20.27%	13.92%

RFA C

Keyway Proforma – Expected

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$2,596.21	-$350.26	$2,553.28	$3,239.78	$3,419.78	$3,419.78	$2,468.78
$24,999.94	**$24,649.68**	**$27,202.95**	**$30,442.73**	**$33,862.50**	**$37,282.28**	**$39,751.05**
$5,192.41	-$700.52	$5,106.55	$6,479.55	$6,839.55	$6,839.55	$4,937.55
$49,999.87	**$49,299.35**	**$54,405.90**	**$60,885.45**	**$67,725.00**	**$74,564.55**	**$79,502.10**
$12,154.92	-$8,470.34	$11,854.41	$16,659.91	$17,919.91	$17,919.91	$11,262.91
$132,869.91	**$124,399.57**	**$136,253.97**	**$152,913.88**	**$170,833.78**	**$188,753.69**	**$200,016.59**

RFA C

Keyway Proforma – Expected

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
25	25	30	30	30	30	30
16.25	16.25	11.25	11.25	11.25	11.25	11.25
$124,575.00	$124,575.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$52,812.50	$52,812.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50
$177,387.50	$177,387.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$2,400.00	$0.00	$0.00	$2,700.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$5,414.65	$5,414.65	$7,814.65	$5,414.65	$5,414.65	$8,114.65	$5,143.23

RFA C

Keyway Proforma – Expected

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,614.65	$9,614.65	$9,614.65	$9,614.65	$9,614.65	$9,614.65	$39,343.23
$4,000.00	$4,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$1,750.00	$1,750.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$125,000.00	$125,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$431.25	$431.25	$525.00	$525.00	$525.00	$525.00	$525.00
$131,181.25	$131,181.25	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00
$146,210.55	$146,210.55	$174,954.30	$172,554.30	$172,554.30	$175,254.30	$202,011.46

Keyway Proforma – Expected

RFA C

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$26,787.75	$26,787.75	$6,709.00	$9,109.00	$9,109.00	$6,409.00	-$20,348.16
15.10%	15.10%	3.61%	4.90%	4.90%	3.44%	-10.94%

Keyway Proforma – Expected RFA C

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$2,678.78	$2,678.78	$670.90	$910.90	$910.90	$640.90	-$2,034.82
$42,429.83	**$45,108.60**	**$45,779.50**	**$46,690.40**	**$47,601.30**	**$48,242.20**	**$46,207.38**
$5,357.55	$5,357.55	$1,341.80	$1,821.80	$1,821.80	$1,281.80	-$4,069.63
$84,859.65	**$90,217.20**	**$91,559.00**	**$93,380.80**	**$95,202.60**	**$96,484.40**	**$92,414.77**
$12,732.91	$12,732.91	-$1,322.22	$357.78	$357.78	-$1,532.22	-$20,262.23
$212,749.50	**$225,482.40**	**$224,160.18**	**$224,517.96**	**$224,875.74**	**$223,343.52**	**$203,081.29**

Keyway Proforma – Expected RFAC

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
30	30	30	30	30	30	30
11.25	11.25	11.25	11.25	11.25	11.25	11.25
$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50
$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$3,000.00	$0.00	$0.00	$3,000.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$5,143.23	$8,143.23	$5,143.23	$5,143.23	$8,143.23	$5,143.23	$5,143.23

Keyway Proforma – Expected RFA C

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,343.23	$9,343.23	$9,343.23	$9,343.23	$9,343.23	$9,343.23	$9,343.23
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00
$172,011.46	$175,011.46	$172,011.46	$172,011.46	$175,011.46	$172,011.46	$172,011.46

Keyway Proforma – Expected RFA C

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$9,651.84	$6,651.84	$9,651.84	$9,651.84	$6,651.84	$9,651.84	$9,651.84
5.19%	3.58%	5.19%	5.19%	3.58%	5.19%	5.19%

Keyway Proforma – Expected RFA C

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$965.18	$665.18	$965.18	$965.18	$665.18	$965.18	$965.18
$47,172.57	**$47,837.75**	**$48,802.94**	**$49,768.12**	**$50,433.30**	**$51,398.49**	**$52,363.67**
$1,930.37	$1,330.37	$1,930.37	$1,930.37	$1,330.37	$1,930.37	$1,930.37
$94,345.14	**$95,675.50**	**$97,605.87**	**$99,536.24**	**$100,866.61**	**$102,796.98**	**$104,727.34**
$737.77	-$1,362.23	$737.77	$737.77	-$1,362.23	$737.77	$737.77
$203,819.06	**$202,456.82**	**$203,194.59**	**$203,932.36**	**$202,570.13**	**$203,307.90**	**$204,045.66**

Keyway Proforma – Expected RFA C

Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
30	30	30	30	30	30	30
11.25	11.25	11.25	11.25	11.25	11.25	11.25
$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50
$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,000.00	$0.00	$0.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,193.23	$3,193.23	$3,193.23	$3,193.23	$2,943.07	$2,943.07	$2,943.07
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$8,143.23	$5,143.23	$5,143.23	$8,143.23	$7,893.07	$7,893.07	$7,893.07

Keyway Proforma – Expected RFA C

Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	[redacted]	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,193.23	$3,193.23	$3,193.23	$3,193.23	$2,943.07	$2,943.07	$2,943.07
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,343.23	$9,343.23	$9,343.23	$9,343.23	$39,093.07	$9,093.07	$9,093.07
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00
$175,011.46	$172,011.46	$172,011.46	$175,011.46	$204,511.14	$174,511.14	$174,511.14

Keyway Proforma - Expected RFA C

Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$6,651.84	$9,651.84	$9,651.84	$6,651.84	-$22,847.84	$7,152.16	$7,152.16
3.58%	5.19%	5.19%	3.58%	-12.28%	3.84%	3.84%

Keyway Proforma – Expected RFA C

Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$665.18	$965.18	$965.18	$665.18	-$2,284.78	$715.22	$715.22
$53,028.86	**$53,994.04**	**$54,959.22**	**$55,624.41**	**$53,339.62**	**$54,054.84**	**$54,770.06**
$1,330.37	$1,930.37	$1,930.37	$1,330.37	-$4,569.57	$1,430.43	$1,430.43
$106,057.71	**$107,988.08**	**$109,918.45**	**$111,248.82**	**$106,679.25**	**$108,109.68**	**$109,540.11**
-$1,362.23	$737.77	$737.77	-$1,362.23	-$22,012.01	-$1,012.01	-$1,012.01
$202,683.43	**$203,421.20**	**$204,158.97**	**$202,796.74**	**$180,784.73**	**$179,772.72**	**$178,760.71**

Keyway Proforma – Expected

RFA C

Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
30	30	30	30	30	30	30
11.25	11.25	11.25	11.25	11.25	11.25	11.25
$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50
$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$7,893.07	$7,893.07	$7,893.07	$7,893.07	$7,893.07	$7,893.07	$7,893.07

Keyway Proforma – Expected RFA C

Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,093.07	$9,093.07	$9,093.07	$9,093.07	$9,093.07	$9,093.07	$9,093.07
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00
$174,511.14	$174,511.14	$174,511.14	$174,511.14	$174,511.14	$174,511.14	$174,511.14

Keyway Proforma – Expected

RFA C

Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$7,152.16	$7,152.16	$7,152.16	$7,152.16	$7,152.16	$7,152.16	$7,152.16
3.84%	3.84%	3.84%	3.84%	3.84%	3.84%	3.84%

Keyway Proforma – Expected RFA C

Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$715.22	$715.22	$715.22	$715.22	$715.22	$715.22	$715.22
$55,485.27	**$56,200.49**	**$56,915.70**	**$57,630.92**	**$58,346.14**	**$59,061.35**	**$59,776.57**
$1,430.43	$1,430.43	$1,430.43	$1,430.43	$1,430.43	$1,430.43	$1,430.43
$110,970.54	**$112,400.98**	**$113,831.41**	**$115,261.84**	**$116,692.27**	**$118,122.70**	**$119,553.14**
-$1,012.01	-$1,012.01	-$1,012.01	-$1,012.01	-$1,012.01	-$1,012.01	-$1,012.01
$177,748.70	**$176,736.70**	**$175,724.69**	**$174,712.68**	**$173,700.67**	**$172,688.66**	**$171,676.66**

Keyway Proforma – Expected

RFA C

Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
30	30	30	30	30	30	30
11.25	11.25	11.25	11.25	11.25	11.25	11.25
$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50
$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,943.07	$2,943.07	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$7,893.07	$7,893.07	$7,662.50	$7,662.50	$7,662.50	$7,662.50	$7,662.50

Keyway Proforma – Expected RFA C

Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	[redacted]	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,943.07	$2,943.07	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,093.07	$9,093.07	$38,862.50	$8,862.50	$8,862.50	$8,862.50	$8,862.50
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00
$174,511.14	$174,511.14	$204,050.00	$174,050.00	$174,050.00	$174,050.00	$174,050.00

Keyway Proforma – Expected

RFA C

Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$7,152.16	$7,152.16	-$22,386.70	$7,613.30	$7,613.30	$7,613.30	$7,613.30
3.84%	3.84%	-12.03%	4.09%	4.09%	4.09%	4.09%

Keyway Proforma – Expected RFA C

Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$715.22	$715.22	-$2,238.67	$761.33	$761.33	$761.33	$761.33
$60,491.78	**$61,207.00**	**$58,968.33**	**$59,729.66**	**$60,490.99**	**$61,252.32**	**$62,013.65**
$1,430.43	$1,430.43	-$4,477.34	$1,522.66	$1,522.66	$1,522.66	$1,522.66
$120,983.57	**$122,414.00**	**$117,936.66**	**$119,459.32**	**$120,981.98**	**$122,504.64**	**$124,027.30**
-$1,012.01	-$1,012.01	-$21,689.21	-$689.21	-$689.21	-$689.21	-$689.21
$170,664.65	**$169,652.64**	**$147,963.43**	**$147,274.22**	**$146,585.01**	**$145,895.80**	**$145,206.59**

RFA C

Keyway Proforma – Expected

Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
30	30	30	30	30	30	30
11.25	11.25	11.25	11.25	11.25	11.25	11.25
$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50	$36,562.50
$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50	$186,052.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$7,662.50	$7,662.50	$7,662.50	$7,662.50	$7,662.50	$7,662.50	$7,662.50

RFA C

Keyway Proforma – Expected

Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$8,862.50	$8,862.50	$8,862.50	$8,862.50	$8,862.50	$8,862.50	$8,862.50
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00	$157,525.00
$174,050.00	$174,050.00	$174,050.00	$174,050.00	$174,050.00	$174,050.00	$174,050.00

Keyway Proforma – Expected

RFA C

Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$7,613.30	$7,613.30	$7,613.30	$7,613.30	$7,613.30	$7,613.30	$7,613.30
4.09%	4.09%	4.09%	4.09%	4.09%	4.09%	4.09%

Keyway Proforma – Expected

RFA C

Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$761.33	$761.33	$761.33	$761.33	$761.33	$761.33	$761.33
$62,774.98	**$63,536.31**	**$64,297.64**	**$65,058.97**	**$65,820.30**	**$66,581.63**	**$67,342.96**
$1,522.66	$1,522.66	$1,522.66	$1,522.66	$1,522.66	$1,522.66	$1,522.66
$125,549.96	**$127,072.62**	**$128,595.28**	**$130,117.94**	**$131,640.60**	**$133,163.26**	**$134,685.92**
-$689.21	-$689.21	-$689.21	-$689.21	-$689.21	-$689.21	-$689.21
$144,517.38	**$143,828.17**	**$143,138.96**	**$142,449.75**	**$141,760.54**	**$141,071.33**	**$140,382.12**

Keyway Proforma – 2.5 lbs RFA C

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	2.5
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
Sales				
Retail	0	0	0	0
Wholesale	0	0	0	0
Income				
Retail Sales	$0.00	$0.00	$0.00	$0.00
Wholesale Sales	$0.00	$0.00	$0.00	$0.00
Total Income	$0.00	$0.00	$0.00	$0.00
Cost of Goods Sold				
Dispensary				
Compliance				
Lab Testing	$0.00	$0.00	$0.00	$0.00
Licensing	$10,000.00	$0.00	$0.00	$0.00
Packaging	$0.00	$0.00	$0.00	$0.00
POS	$0.00	$0.00	$250.00	$250.00
RFID	$0.00	$0.00	$0.00	$0.00
Security	$15,000.00	$100.00	$100.00	$100.00
Dispensary Supplies	$0.00	$0.00	$0.00	$0.00
Hash				
Wholesale	$0.00	$0.00	$0.00	$0.00
Processing	$0.00	$0.00	$0.00	$0.00
Purchases - Resale				
Edibles	$0.00	$0.00	$0.00	$0.00
Resale Items	$0.00	$0.00	$0.00	$0.00
Wholesale Medicine	$0.00	$0.00	$0.00	$0.00
Rent	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Subcontractor	$50,000.00	$0.00	$0.00	$0.00
Utilities				
Electric	$200.00	$200.00	$200.00	$200.00
Gas	$200.00	$200.00	$200.00	$200.00
Water	$100.00	$100.00	$100.00	$100.00
Telecommunications	$100.00	$100.00	$100.00	$100.00
Trash	$0.00	$0.00	$0.00	$0.00
Total Dispensary COGS	$78,100.00	$3,200.00	$3,450.00	$3,450.00

Keyway Proforma – 2.5 lbs RFA C

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	2.5
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
Warehouses				
Bisbee				
Compliance				
Lab Testing	$0.00	$0.00	$0.00	$0.00
Licensing	$30,000.00	$0.00	$0.00	$0.00
Packaging	$0.00	$0.00	$0.00	$0.00
POS	$0.00	$0.00	$250.00	$250.00
RFID	$0.00	$0.00	$0.00	$0.00
Security	$15,000.00	$100.00	$100.00	$100.00
Grow Supplies	$0.00	$0.00	$0.00	$0.00
Rent	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Trim Supplies	$0.00	$0.00	$0.00	$0.00
Utilities				
CO2	$0.00	$0.00	$0.00	$1,000.00
Electricity	$200.00	$200.00	$500.00	$4,000.00
Gas	$200.00	$200.00	$200.00	$200.00
Water	$100.00	$100.00	$200.00	$200.00
Telecom	$100.00	$100.00	$100.00	$100.00
Trash	$100.00	$100.00	$100.00	$100.00
Warehouse Upgrades	$127,500.00	$0.00	$0.00	$0.00
Total Bisbee COGS	$175,700.00	$3,300.00	$3,950.00	$8,450.00
Management and Grow Wages				
Executive Director	$0.00	$0.00	$0.00	$0.00
Secretary	$0.00	$0.00	$0.00	$0.00
SNM, LLC	$0.00	$0.00	$0.00	$0.00
Other Payroll	$0.00	$0.00	$0.00	$0.00
Payroll Taxes	$0.00	$0.00	$0.00	$0.00
Total Management COGS	$0.00	$0.00	$0.00	$0.00
Total COGS	$253,800.00	$6,500.00	$7,400.00	$11,900.00
Gross Profit				
Expense				

Keyway Proforma - 2.5 lbs RFA C

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	2.5
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
Advertising and Promotion				
Conventions	$0.00	$0.00	$0.00	$0.00
Online	$0.00	$0.00	$0.00	$0.00
Print	$0.00	$0.00	$0.00	$0.00
Sponsorships	$0.00	$0.00	$0.00	$0.00
Automobile Expense	$0.00	$0.00	$0.00	$0.00
Banking				
Service Charges	$0.00	$0.00	$0.00	$0.00
Penalties	$0.00	$0.00	$0.00	$0.00
Computer and Internet	$0.00	$0.00	$250.00	$0.00
Equipment Rental	$0.00	$0.00	$0.00	$0.00
Insurance				
Bonds	$0.00	$0.00	$0.00	$0.00
Liability	$600.00	$600.00	$600.00	$600.00
Worker's Comp	$0.00	$0.00	$0.00	$0.00
Interest Expense (Amort 4.5 yr	$0.00	$0.00	$0.00	$0.00
Over/Under	$0.00	$0.00	$0.00	$0.00
Postage and Deliveries	$0.00	$0.00	$0.00	$0.00
Professional Fees	$0.00	$0.00	$0.00	$0.00
Accounting	$250.00	$250.00	$250.00	$250.00
Charity	$0.00	$0.00	$0.00	$0.00
Legal	$350.00	$350.00	$350.00	$350.00
Industry Memberships	$0.00	$0.00	$0.00	$0.00
Travel				
Airfare	$0.00	$0.00	$0.00	$0.00
Meals and Entertainment	$0.00	$0.00	$0.00	$0.00
Parking	$0.00	$0.00	$0.00	$0.00
Rental Car	$0.00	$0.00	$0.00	$0.00
Taxes				
Taxes - Other	$0.00	$0.00	$0.00	$0.00
Total Expense	$1,200.00	$1,200.00	$1,450.00	$1,200.00
Net Profit	-$255,000.00	-$7,700.00	-$8,850.00	-$13,100.00
Net Profit Margin	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Keyway Proforma - 2.5 lbs RFA C

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	2.5
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
CASHFLOW ANALYSIS				
Outflow				
DEBT Payments $325k Principle 4.5 yr term				
Principle				
Savings for Community Mission				
Retained Mission				
Savings for Rural Expansion				
Retained Expansion				
Retained Cash				
This Month				
Total Cash				

Keyway Proforma – 2.5 lbs RFA C

Harvest Per Yr	Lbs Per Month
5.5	34.375

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
0	5	5	5	10	10	10
0	29.375	29.375	29.375	24.375	24.375	24.375
$0.00	$24,915.00	$24,915.00	$24,915.00	$49,830.00	$49,830.00	$49,830.00
$0.00	$95,468.75	$95,468.75	$95,468.75	$79,218.75	$79,218.75	$79,218.75
$0.00	$120,383.75	$120,383.75	$120,383.75	$129,048.75	$129,048.75	$129,048.75
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$1,000.00	$0.00	$0.00	$1,200.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,450.00	$5,450.00	$4,450.00	$4,450.00	$5,650.00	$4,450.00	$4,450.00

Keyway Proforma – 2.5 lbs RFA C

Harvest Per Yr	Lbs Per Month
5.5	34.375

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$8,450.00	$8,650.00	$8,650.00	$8,650.00	$8,650.00	$8,650.00	$8,650.00
$0.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$0.00	$750.00	$750.00	$750.00	$750.00	$750.00	$750.00
$0.00	$50,000.00	$75,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$281.25	$281.25	$281.25	$281.25	$281.25	$281.25
$0.00	$54,031.25	$79,031.25	$104,031.25	$104,031.25	$104,031.25	$104,031.25
$11,900.00	$68,131.25	$92,131.25	$117,131.25	$118,331.25	$117,131.25	$117,131.25

Keyway Proforma – 2.5 lbs RFA C

Harvest Per Yr	Lbs Per Month
5.5	34.375

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$0.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,700.00	$6,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
-$13,600.00	$45,863.30	$23,863.30	-$1,136.70	$6,328.30	$7,528.30	$7,528.30
#DIV/0!	38.10%	19.82%	-0.94%	4.90%	5.83%	5.83%

Keyway Proforma – 2.5 lbs RFA C

Harvest Per Yr	Lbs Per Month
5.5	34.375

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
	$4,586.33	$2,386.33	-$113.67	$632.83	$752.83	$752.83
	$4,586.33	**$6,972.66**	**$6,858.99**	**$7,491.82**	**$8,244.65**	**$8,997.48**
	$9,172.66	$4,772.66	-$227.34	$1,265.66	$1,505.66	$1,505.66
	$9,172.66	**$13,945.32**	**$13,717.98**	**$14,983.64**	**$16,489.30**	**$17,994.96**
	$26,085.79	$10,685.79	-$6,814.21	-$1,588.71	-$748.71	-$748.71
	$26,085.79	**$36,771.58**	**$29,957.37**	**$28,368.66**	**$27,619.95**	**$26,871.24**

Keyway Proforma – 2.5 lbs RFA C

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
15	15	15	20	20	20	25
19.375	19.375	19.375	14.375	14.375	14.375	9.375
$74,745.00	$74,745.00	$74,745.00	$99,660.00	$99,660.00	$99,660.00	$124,575.00
$62,968.75	$62,968.75	$62,968.75	$46,718.75	$46,718.75	$46,718.75	$30,468.75
$137,713.75	$137,713.75	$137,713.75	$146,378.75	$146,378.75	$146,378.75	$155,043.75
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$2,100.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$5,950.00	$5,414.65	$5,414.65	$7,214.65	$5,414.65	$5,414.65	$7,514.65

Keyway Proforma – 2.5 lbs RFA C

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$2,500.00	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$8,650.00	$38,650.00	$9,614.65	$9,614.65	$9,614.65	$9,614.65	$9,614.65
$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$4,000.00
$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,750.00
$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$125,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$356.25	$356.25	$356.25	$356.25	$356.25	$356.25	$431.25
$105,106.25	$105,106.25	$105,106.25	$105,106.25	$105,106.25	$105,106.25	$131,181.25
$119,706.25	$149,170.90	$120,135.55	$121,935.55	$120,135.55	$120,135.55	$148,310.55

Keyway Proforma - 2.5 lbs

RFA C

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$13,618.30	-$15,846.35	$13,189.00	$20,054.00	$21,854.00	$21,854.00	$2,344.00
9.89%	-11.51%	9.58%	13.70%	14.93%	14.93%	1.51%

Keyway Proforma – 2.5 lbs RFA C

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$1,361.83	-$1,584.64	$1,318.90	$2,005.40	$2,185.40	$2,185.40	$234.40
$10,359.31	**$8,774.68**	**$10,093.58**	**$12,098.98**	**$14,284.38**	**$16,469.78**	**$16,704.18**
$2,723.66	-$3,169.27	$2,637.80	$4,010.80	$4,370.80	$4,370.80	$468.80
$20,718.62	**$17,549.35**	**$20,187.15**	**$24,197.95**	**$28,568.75**	**$32,939.55**	**$33,408.35**
$3,514.29	-$17,110.97	$3,213.78	$8,019.28	$9,279.28	$9,279.28	-$4,377.72
$30,385.53	**$13,274.57**	**$16,488.35**	**$24,507.63**	**$33,786.91**	**$43,066.19**	**$38,688.47**

Keyway Proforma – 2.5 lbs RFA C

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
25	25	30	30	30	30	30
9.375	9.375	4.375	4.375	4.375	4.375	4.375
$124,575.00	$124,575.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$30,468.75	$30,468.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75
$155,043.75	$155,043.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$2,400.00	$0.00	$0.00	$2,700.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$5,414.65	$5,414.65	$7,814.65	$5,414.65	$5,414.65	$8,114.65	$5,143.23

Keyway Proforma – 2.5 lbs RFA C

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,614.65	$9,614.65	$9,614.65	$9,614.65	$9,614.65	$9,614.65	$39,343.23
$4,000.00	$4,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$1,750.00	$1,750.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$431.25	$431.25	$525.00	$525.00	$525.00	$525.00	$525.00
$131,181.25	$131,181.25	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00
$146,210.55	$146,210.55	$149,954.30	$147,554.30	$147,554.30	$150,254.30	$177,011.46

Keyway Proforma – 2.5 lbs

RFA C

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$4,444.00	$4,444.00	$9,365.25	$11,765.25	$11,765.25	$9,065.25	-$17,691.91
2.87%	2.87%	5.72%	7.19%	7.19%	5.54%	-10.81%

Keyway Proforma – 2.5 lbs RFA C

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$444.40	$444.40	$936.53	$1,176.53	$1,176.53	$906.53	-$1,769.19
$17,148.58	**$17,592.98**	**$18,529.50**	**$19,706.03**	**$20,882.55**	**$21,789.08**	**$20,019.88**
$888.80	$888.80	$1,873.05	$2,353.05	$2,353.05	$1,813.05	-$3,538.38
$34,297.15	**$35,185.95**	**$37,059.00**	**$39,412.05**	**$41,765.10**	**$43,578.15**	**$40,039.77**
-$2,907.72	-$2,907.72	$537.16	$2,217.16	$2,217.16	$327.16	-$18,402.86
$35,780.75	**$32,873.03**	**$33,410.18**	**$35,627.34**	**$37,844.49**	**$38,171.65**	**$19,768.79**

Keyway Proforma – 2.5 lbs

RFA C

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
30	30	30	30	30	30	30
4.375	4.375	4.375	4.375	4.375	4.375	4.375
$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75
$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$3,000.00	$0.00	$0.00	$3,000.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$5,143.23	$8,143.23	$5,143.23	$5,143.23	$8,143.23	$5,143.23	$5,143.23

Keyway Proforma – 2.5 lbs

RFA C

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,343.23	$9,343.23	$9,343.23	$9,343.23	$9,343.23	$9,343.23	$9,343.23
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00
$147,011.46	$150,011.46	$147,011.46	$147,011.46	$150,011.46	$147,011.46	$147,011.46

Keyway Proforma – 2.5 lbs RFA C

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$12,308.09	$9,308.09	$12,308.09	$12,308.09	$9,308.09	$12,308.09	$12,308.09
7.52%	5.69%	7.52%	7.52%	5.69%	7.52%	7.52%

Keyway Proforma – 2.5 lbs

RFA C

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$1,230.81	$930.81	$1,230.81	$1,230.81	$930.81	$1,230.81	$1,230.81
$21,250.69	**$22,181.50**	**$23,412.31**	**$24,643.12**	**$25,573.93**	**$26,804.74**	**$28,035.55**
$2,461.62	$1,861.62	$2,461.62	$2,461.62	$1,861.62	$2,461.62	$2,461.62
$42,501.39	**$44,363.00**	**$46,824.62**	**$49,286.24**	**$51,147.86**	**$53,609.48**	**$56,071.09**
$2,597.14	$497.14	$2,597.14	$2,597.14	$497.14	$2,597.14	$2,597.14
$22,365.93	**$22,863.07**	**$25,460.22**	**$28,057.36**	**$28,554.50**	**$31,151.65**	**$33,748.79**

Keyway Proforma – 2.5 lbs

RFA C

Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
30	30	30	30	30	30	30
4.375	4.375	4.375	4.375	4.375	4.375	4.375
$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75
$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,000.00	$0.00	$0.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,193.23	$3,193.23	$3,193.23	$3,193.23	$2,943.07	$2,943.07	$2,943.07
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$8,143.23	$5,143.23	$5,143.23	$8,143.23	$7,893.07	$7,893.07	$7,893.07

Keyway Proforma – 2.5 lbs

RFA C

Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$10,000.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,193.23	$3,193.23	$3,193.23	$3,193.23	$2,943.07	$2,943.07	$2,943.07
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,343.23	$9,343.23	$9,343.23	$9,343.23	$39,093.07	$9,093.07	$9,093.07
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00
$150,011.46	$147,011.46	$147,011.46	$150,011.46	$179,511.14	$149,511.14	$149,511.14

Keyway Proforma – 2.5 lbs RFA C

Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$9,308.09	$12,308.09	$12,308.09	$9,308.09	-$20,191.59	$9,808.41	$9,808.41
5.69%	7.52%	7.52%	5.69%	-12.33%	5.99%	5.99%

Keyway Proforma – 2.5 lbs

RFA C

Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$930.81	$1,230.81	$1,230.81	$930.81	-$2,019.16	$980.84	$980.84
$28,966.36	**$30,197.17**	**$31,427.97**	**$32,358.78**	**$30,339.62**	**$31,320.47**	**$32,301.31**
$1,861.62	$2,461.62	$2,461.62	$1,861.62	-$4,038.32	$1,961.68	$1,961.68
$57,932.71	**$60,394.33**	**$62,855.95**	**$64,717.57**	**$60,679.25**	**$62,640.93**	**$64,602.61**
$497.14	$2,597.14	$2,597.14	$497.14	-$20,152.63	$847.37	$847.37
$34,245.93	**$36,843.08**	**$39,440.22**	**$39,937.36**	**$19,784.73**	**$20,632.10**	**$21,479.46**

Keyway Proforma – 2.5 lbs

RFA C

Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
30	30	30	30	30	30	30
4.375	4.375	4.375	4.375	4.375	4.375	4.375
$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75
$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$7,893.07	$7,893.07	$7,893.07	$7,893.07	$7,893.07	$7,893.07	$7,893.07

Keyway Proforma – 2.5 lbs

RFA C

Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07	$2,943.07
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,093.07	$9,093.07	$9,093.07	$9,093.07	$9,093.07	$9,093.07	$9,093.07
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00
$149,511.14	$149,511.14	$149,511.14	$149,511.14	$149,511.14	$149,511.14	$149,511.14

Keyway Proforma – 2.5 lbs RFA C

Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$9,808.41	$9,808.41	$9,808.41	$9,808.41	$9,808.41	$9,808.41	$9,808.41
5.99%	5.99%	5.99%	5.99%	5.99%	5.99%	5.99%

Keyway Proforma – 2.5 lbs RFA C

Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$980.84	$980.84	$980.84	$980.84	$980.84	$980.84	$980.84
$33,282.15	**$34,262.99**	**$35,243.83**	**$36,224.67**	**$37,205.51**	**$38,186.35**	**$39,167.19**
$1,961.68	$1,961.68	$1,961.68	$1,961.68	$1,961.68	$1,961.68	$1,961.68
$66,564.29	**$68,525.98**	**$70,487.66**	**$72,449.34**	**$74,411.02**	**$76,372.70**	**$78,334.39**
$847.37	$847.37	$847.37	$847.37	$847.37	$847.37	$847.37
$22,326.83	**$23,174.20**	**$24,021.56**	**$24,868.93**	**$25,716.30**	**$26,563.66**	**$27,411.03**

Keyway Proforma – 2.5 lbs RFA C

Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
30	30	30	30	30	30	30
4.375	4.375	4.375	4.375	4.375	4.375	4.375
$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75
$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,943.07	$2,943.07	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$7,893.07	$7,893.07	$7,662.50	$7,662.50	$7,662.50	$7,662.50	$7,662.50

Keyway Proforma – 2.5 lbs RFA C

Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,943.07	$2,943.07	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,093.07	$9,093.07	$38,862.50	$8,862.50	$8,862.50	$8,862.50	$8,862.50
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00
$149,511.14	$149,511.14	$179,050.00	$149,050.00	$149,050.00	$149,050.00	$149,050.00

Keyway Proforma – 2.5 lbs

RFA C

Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$9,808.41	$9,808.41	-$19,730.45	$10,269.55	$10,269.55	$10,269.55	$10,269.55
5.99%	5.99%	-12.05%	6.27%	6.27%	6.27%	6.27%

Keyway Proforma – 2.5 lbs RFA C

Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$980.84	$980.84	-$1,973.05	$1,026.96	$1,026.96	$1,026.96	$1,026.96
$40,148.03	**$41,128.88**	**$39,155.83**	**$40,182.79**	**$41,209.74**	**$42,236.70**	**$43,263.65**
$1,961.68	$1,961.68	-$3,946.09	$2,053.91	$2,053.91	$2,053.91	$2,053.91
$80,296.07	**$82,257.75**	**$78,311.66**	**$80,365.57**	**$82,419.48**	**$84,473.39**	**$86,527.30**
$847.37	$847.37	-$19,829.84	$1,170.17	$1,170.17	$1,170.17	$1,170.17
$28,258.40	**$29,105.77**	**$9,275.93**	**$10,446.10**	**$11,616.26**	**$12,786.43**	**$13,956.59**

Keyway Proforma – 2.5 lbs RFA C

Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
30	30	30	30	30	30	30
4.375	4.375	4.375	4.375	4.375	4.375	4.375
$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00	$149,490.00
$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75	$14,218.75
$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75	$163,708.75
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$7,662.50	$7,662.50	$7,662.50	$7,662.50	$7,662.50	$7,662.50	$7,662.50

Keyway Proforma – 2.5 lbs RFA C

Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50	$2,712.50
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$8,862.50	$8,862.50	$8,862.50	$8,862.50	$8,862.50	$8,862.50	$8,862.50
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00	$132,525.00
$149,050.00	$149,050.00	$149,050.00	$149,050.00	$149,050.00	$149,050.00	$149,050.00

Keyway Proforma – 2.5 lbs

RFA C

Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$10,269.55	$10,269.55	$10,269.55	$10,269.55	$10,269.55	$10,269.55	$10,269.55
6.27%	6.27%	6.27%	6.27%	6.27%	6.27%	6.27%

Keyway Proforma – 2.5 lbs

RFA C

Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$1,026.96	$1,026.96	$1,026.96	$1,026.96	$1,026.96	$1,026.96	$1,026.96
$44,290.61	**$45,317.56**	**$46,344.52**	**$47,371.47**	**$48,398.43**	**$49,425.38**	$50,452.34
$2,053.91	$2,053.91	$2,053.91	$2,053.91	$2,053.91	$2,053.91	$2,053.91
$88,581.21	**$90,635.12**	**$92,689.03**	**$94,742.94**	**$96,796.85**	**$98,850.76**	$100,904.67
$1,170.17	$1,170.17	$1,170.17	$1,170.17	$1,170.17	$1,170.17	$1,170.17
$15,126.76	**$16,296.92**	**$17,467.09**	**$18,637.25**	**$19,807.42**	**$20,977.58**	$22,147.75

Keyway Proforma – 2 lbs

RFA C

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	2
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
Sales				
Retail	0	0	0	0
Wholesale	0	0	0	0
Income				
Retail Sales	$0.00	$0.00	$0.00	$0.00
Wholesale Sales	$0.00	$0.00	$0.00	$0.00
Total Income	$0.00	$0.00	$0.00	$0.00
Cost of Goods Sold				
Dispensary				
Compliance				
Lab Testing	$0.00	$0.00	$0.00	$0.00
Licensing	$10,000.00	$0.00	$0.00	$0.00
Packaging	$0.00	$0.00	$0.00	$0.00
POS	$0.00	$0.00	$250.00	$250.00
RFID	$0.00	$0.00	$0.00	$0.00
Security	$15,000.00	$100.00	$100.00	$100.00
Dispensary Supplies	$0.00	$0.00	$0.00	$0.00
Hash				
Wholesale	$0.00	$0.00	$0.00	$0.00
Processing	$0.00	$0.00	$0.00	$0.00
Purchases - Resale				
Edibles	$0.00	$0.00	$0.00	$0.00
Resale Items	$0.00	$0.00	$0.00	$0.00
Wholesale Medicine	$0.00	$0.00	$0.00	$0.00
Rent	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Subcontractor	$50,000.00	$0.00	$0.00	$0.00
Utilities				
Electric	$200.00	$200.00	$200.00	$200.00
Gas	$200.00	$200.00	$200.00	$200.00
Water	$100.00	$100.00	$100.00	$100.00
Telecommunications	$100.00	$100.00	$100.00	$100.00
Trash	$0.00	$0.00	$0.00	$0.00
Total Dispensary COGS	$78,100.00	$3,200.00	$3,450.00	$3,450.00

Keyway Proforma – 2 lbs

RFA C

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	2
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
Warehouses				
Bisbee				
Compliance				
Lab Testing	$0.00	$0.00	$0.00	$0.00
Licensing	$40,000.00	$0.00	$0.00	$0.00
Packaging	$0.00	$0.00	$0.00	$0.00
POS	$0.00	$0.00	$250.00	$250.00
RFID	$0.00	$0.00	$0.00	$0.00
Security	$15,000.00	$100.00	$100.00	$100.00
Grow Supplies	$0.00	$0.00	$0.00	$0.00
Rent	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Trim Supplies	$0.00	$0.00	$0.00	$0.00
Utilities				
CO2	$0.00	$0.00	$0.00	$1,000.00
Electricity	$200.00	$200.00	$500.00	$4,000.00
Gas	$200.00	$200.00	$200.00	$200.00
Water	$100.00	$100.00	$200.00	$200.00
Telecom	$100.00	$100.00	$100.00	$100.00
Trash	$100.00	$100.00	$100.00	$100.00
Warehouse Upgrades	$127,500.00	$0.00	$0.00	$0.00
Total Bisbee COGS	$175,700.00	$3,300.00	$3,950.00	$8,450.00
Management and Grow Wages				
Executive Director	$0.00	$0.00	$0.00	$0.00
Secretary	$0.00	$0.00	$0.00	$0.00
SNM, LLC	$0.00	$0.00	$0.00	$0.00
Other Payroll	$0.00	$0.00	$0.00	$0.00
Payroll Taxes	$0.00	$0.00	$0.00	$0.00
Total Management COGS	$0.00	$0.00	$0.00	$0.00
Total COGS	$253,800.00	$6,500.00	$7,400.00	$11,900.00
Gross Profit				
Expense				

Keyway Proforma – 2 lbs

RFA C

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	2
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
Advertising and Promotion				
Conventions	$0.00	$0.00	$0.00	$0.00
Online	$0.00	$0.00	$0.00	$0.00
Print	$0.00	$0.00	$0.00	$0.00
Sponsorships	$0.00	$0.00	$0.00	$0.00
Automobile Expense	$0.00	$0.00	$0.00	$0.00
Banking				
Service Charges	$0.00	$0.00	$0.00	$0.00
Penalties	$0.00	$0.00	$0.00	$0.00
Computer and Internet	$0.00	$0.00	$250.00	$0.00
Equipment Rental	$0.00	$0.00	$0.00	$0.00
Insurance				
Bonds	$0.00	$0.00	$0.00	$0.00
Liability	$600.00	$600.00	$600.00	$600.00
Worker's Comp	$0.00	$0.00	$0.00	$0.00
Interest Expense (Amort 4.5 yr	$0.00	$0.00	$0.00	$0.00
Over/Under	$0.00	$0.00	$0.00	$0.00
Postage and Deliveries	$0.00	$0.00	$0.00	$0.00
Professional Fees	$0.00	$0.00	$0.00	$0.00
Accounting	$250.00	$250.00	$250.00	$250.00
Charity	$0.00	$0.00	$0.00	$0.00
Legal	$350.00	$350.00	$350.00	$350.00
Industry Memberships	$0.00	$0.00	$0.00	$0.00
Travel				
Airfare	$0.00	$0.00	$0.00	$0.00
Meals and Entertainment	$0.00	$0.00	$0.00	$0.00
Parking	$0.00	$0.00	$0.00	$0.00
Rental Car	$0.00	$0.00	$0.00	$0.00
Taxes				
Taxes - Other	$0.00	$0.00	$0.00	$0.00
Total Expense	$1,200.00	$1,200.00	$1,450.00	$1,200.00
Net Profit	-$255,000.00	-$7,700.00	-$8,850.00	-$13,100.00
Net Profit Margin	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Keyway Proforma – 2 lbs

RFA C

Assumptions:	Hoods	Plants Per	Lbs Per Hood
Variables	30	2.5	2
Retail:	Wholsale:		
$4,983	$3,250		*Mgmnt Fee Det

	Aug-15	Sep-15	Oct-15	Nov-15
CASHFLOW ANALYSIS				
Outflow				
DEBT Payments $325k Principle 4.5 yr term				
Principle				
Savings for Community Mission				
Retained Mission				
Savings for Rural Expansion				
Retained Expansion				
Retained Cash				
This Month				
Total Cash				

Keyway Proforma – 2 lbs

RFA C

Harvest Per Yr	Lbs Per Month
5.5	27.5

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
0	5	5	5	10	10	10
0	22.5	22.5	22.5	17.5	17.5	17.5
$0.00	$24,915.00	$24,915.00	$24,915.00	$49,830.00	$49,830.00	$49,830.00
$0.00	$73,125.00	$73,125.00	$73,125.00	$56,875.00	$56,875.00	$56,875.00
$0.00	$98,040.00	$98,040.00	$98,040.00	$106,705.00	$106,705.00	$106,705.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$1,000.00	$0.00	$0.00	$1,200.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,450.00	$5,450.00	$4,450.00	$4,450.00	$5,650.00	$4,450.00	$4,450.00

Keyway Proforma – 2 lbs

RFA C

Harvest Per Yr	Lbs Per Month
5.5	27.5

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$8,450.00	$8,650.00	$8,650.00	$8,650.00	$8,650.00	$8,650.00	$8,650.00
$0.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$0.00	$750.00	$750.00	$750.00	$750.00	$750.00	$750.00
$0.00	$50,000.00	$50,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$281.25	$281.25	$281.25	$281.25	$281.25	$281.25
$0.00	$54,031.25	$54,031.25	$79,031.25	$79,031.25	$79,031.25	$79,031.25
$11,900.00	$68,131.25	$67,131.25	$92,131.25	$93,331.25	$92,131.25	$92,131.25

Keyway Proforma – 2 lbs

RFA C

Harvest Per Yr	Lbs Per Month
5.5	27.5

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$0.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,700.00	$6,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
-$13,600.00	$23,519.55	$26,519.55	$1,519.55	$8,984.55	$10,184.55	$10,184.55
#DIV/0!	23.99%	27.05%	1.55%	8.42%	9.54%	9.54%

Keyway Proforma – 2 lbs

RFA C

Harvest Per Yr	Lbs Per Month
5.5	27.5

Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
	$2,351.96	$2,651.96	$151.96	$898.46	$1,018.46	$1,018.46
	$2,351.96	**$5,003.91**	**$5,155.87**	**$6,054.32**	**$7,072.78**	**$8,091.23**
	$4,703.91	$5,303.91	$303.91	$1,796.91	$2,036.91	$2,036.91
	$4,703.91	**$10,007.82**	**$10,311.73**	**$12,108.64**	**$14,145.55**	**$16,182.46**
	$10,445.17	$12,545.17	-$4,954.84	$270.66	$1,110.67	$1,110.67
	$10,445.17	**$22,990.33**	**$18,035.50**	**$18,306.16**	**$19,416.83**	**$20,527.49**

Keyway Proforma – 2 lbs

RFA C

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
15	15	15	20	20	20	25
12.5	12.5	12.5	7.5	7.5	7.5	2.5
$74,745.00	$74,745.00	$74,745.00	$99,660.00	$99,660.00	$99,660.00	$124,575.00
$40,625.00	$40,625.00	$40,625.00	$24,375.00	$24,375.00	$24,375.00	$8,125.00
$115,370.00	$115,370.00	$115,370.00	$124,035.00	$124,035.00	$124,035.00	$132,700.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$2,100.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$5,950.00	$5,414.65	$5,414.65	$7,214.65	$5,414.65	$5,414.65	$7,514.65

Keyway Proforma – 2 lbs

RFA C

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$2,500.00	$2,500.00	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$8,650.00	$38,650.00	$9,614.65	$9,614.65	$9,614.65	$9,614.65	$9,614.65
$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$4,000.00
$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,750.00
$85,000.00	$85,000.00	$85,000.00	$90,000.00	$90,000.00	$90,000.00	$90,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$356.25	$356.25	$356.25	$356.25	$356.25	$356.25	$431.25
$90,106.25	$90,106.25	$90,106.25	$95,106.25	$95,106.25	$95,106.25	$96,181.25
$104,706.25	$134,170.90	$105,135.55	$111,935.55	$110,135.55	$110,135.55	$113,310.55

Keyway Proforma – 2 lbs

RFA C

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$6,274.55	-$23,190.10	$5,845.25	$7,710.25	$9,510.25	$9,510.25	$15,000.25
5.44%	-20.10%	5.07%	6.22%	7.67%	7.67%	11.30%

Keyway Proforma – 2 lbs

RFA C

Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$627.46	-$2,319.01	$584.53	$771.03	$951.03	$951.03	$1,500.03
$8,718.69	**$6,399.68**	**$6,984.20**	**$7,755.23**	**$8,706.25**	**$9,657.28**	**$11,157.30**
$1,254.91	-$4,638.02	$1,169.05	$1,542.05	$1,902.05	$1,902.05	$3,000.05
$17,437.37	**$12,799.35**	**$13,968.40**	**$15,510.45**	**$17,412.50**	**$19,314.55**	**$22,314.60**
-$1,626.34	-$22,251.59	-$1,926.85	-$621.35	$638.65	$638.65	$4,481.66
$18,901.16	**-$3,350.44**	**-$5,277.28**	**-$5,898.63**	**-$5,259.97**	**-$4,621.32**	**-$139.66**

Keyway Proforma – 2 lbs

RFA C

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
25	25	25	25	25	25	25
2.5	2.5	0	0	2.5	2.5	2.5
$124,575.00	$124,575.00	$124,575.00	$124,575.00	$124,575.00	$124,575.00	$124,575.00
$8,125.00	$8,125.00	$0.00	$0.00	$8,125.00	$8,125.00	$8,125.00
$132,700.00	$132,700.00	$124,575.00	$124,575.00	$132,700.00	$132,700.00	$132,700.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$2,400.00	$0.00	$0.00	$2,700.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$5,414.65	$5,414.65	$7,814.65	$5,414.65	$5,414.65	$8,114.65	$5,143.23

Keyway Proforma – 2 lbs

RFA C

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,464.65	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,614.65	$9,614.65	$9,614.65	$9,614.65	$9,614.65	$9,614.65	$39,343.23
$4,000.00	$4,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$1,750.00	$1,750.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$95,000.00	$95,000.00	$95,000.00	$95,000.00	$95,000.00	$95,000.00	$95,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$431.25	$431.25	$525.00	$525.00	$525.00	$525.00	$525.00
$101,181.25	$101,181.25	$102,525.00	$102,525.00	$102,525.00	$102,525.00	$102,525.00
$116,210.55	$116,210.55	$119,954.30	$117,554.30	$117,554.30	$120,254.30	$147,011.46

Keyway Proforma – 2 lbs

RFA C

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$12,100.25	$12,100.25	$231.50	$2,631.50	$10,756.50	$8,056.50	-$18,700.66
9.12%	9.12%	0.19%	2.11%	8.11%	6.07%	-14.09%

Keyway Proforma – 2 lbs

RFA C

Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52	$6,018.52
$1,210.03	$1,210.03	$23.15	$263.15	$1,075.65	$805.65	-$1,870.07
$12,367.33	**$13,577.35**	**$13,600.50**	**$13,863.65**	**$14,939.30**	**$15,744.95**	**$13,874.88**
$2,420.05	$2,420.05	$46.30	$526.30	$2,151.30	$1,611.30	-$3,740.13
$24,734.65	**$27,154.70**	**$27,201.00**	**$27,727.30**	**$29,878.60**	**$31,489.90**	**$27,749.77**
$2,451.66	$2,451.66	-$5,856.47	-$4,176.47	$1,511.03	-$378.97	-$19,108.98
$2,311.99	**$4,763.65**	**-$1,092.82**	**-$5,269.29**	**-$3,758.26**	**-$4,137.23**	**-$23,246.21**

RFA C

Keyway Proforma – 2 lbs

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
25	25	25	25	25	25	25
2.5	2.5	2.5	2.5	2.5	2.5	2.5
$124,575.00	$124,575.00	$124,575.00	$124,575.00	$124,575.00	$124,575.00	$124,575.00
$8,125.00	$8,125.00	$8,125.00	$8,125.00	$8,125.00	$8,125.00	$8,125.00
$132,700.00	$132,700.00	$132,700.00	$132,700.00	$132,700.00	$132,700.00	$132,700.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$3,000.00	$0.00	$0.00	$3,000.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$5,143.23	$8,143.23	$5,143.23	$5,143.23	$8,143.23	$5,143.23	$5,143.23

Keyway Proforma – 2 lbs

RFA C

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23	$3,193.23
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$200.00	$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$9,343.23	$9,343.23	$9,343.23	$9,343.23	$9,343.23	$9,343.23	$9,343.23
$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$95,000.00	$95,000.00	$95,000.00	$95,000.00	$95,000.00	$95,000.00	$95,000.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$525.00	$525.00	$525.00	$525.00	$525.00	$525.00	$525.00
$102,525.00	$102,525.00	$102,525.00	$102,525.00	$102,525.00	$102,525.00	$102,525.00
$117,011.46	$120,011.46	$117,011.46	$117,011.46	$120,011.46	$117,011.46	$117,011.46

Keyway Proforma – 2 lbs

RFA C

Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$295.00	$295.00	$295.00	$295.00	$295.00	$295.00	$295.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20	$2,294.20
$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20	$4,389.20
$11,299.34	$8,299.34	$11,299.34	$11,299.34	$8,299.34	$11,299.34	$11,299.34
8.51%	6.25%	8.51%	8.51%	6.25%	8.51%	8.51%

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Shift NEW MEXICO

14.

The facility will incorporate the use of an organic IPM (Integrated pest management) strategy developed by Shift Cannabis Co and has been proven effective and safe in Colorado for over five years. In order to comply with all State and Federal Shift New Mexico will hold itself to the highest safety standards, in some cases far surpassing state and federal guidelines. All products being used are registered with the EPA as safe for use on many consumable crops. Anything to be used in the production of cannabis will carry a signal word no higher than "Caution Category III."

The use of any pesticide in the growth of cannabis shall be in accordance with the New Mexico Pesticide Control Act, Section 76-4-1 et seq., NMSA 1978, and associated regulations [7.34.4.11 NMAC - N]. All pesticides will be used in accordance with label directions. All spray applications will strictly follow product label directions and adhere to State and Federal use guidelines. . All necessary PPE will be provided by Shift New Mexico for the safety of applicators, including: Chemical resistant coverall suits and gloves, goggles and NIOSH/MSHA TC-23C respirator.

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Shift NEW MEXICO

15.

All employees are required to familiarize themselves with provided MSDS, all material will be located in a common employee area and clearly labeled and all employees will be notified of it's location and purpose. MSDS sheets will be updated annually or as needed.

Employees not involved with the act of spraying will be warned verbally and by way of posted signage 3 days prior to application, about all necessary information regarding the spray application: REI, application time, chemicals used, early entry requirements, and safe entry period. Signs will remain posted for 3 days after application. Employees carrying out any early entry duties will be trained in accordance with EPA worker protection safety standards and will be provided all necessary PPE for any early entry duty.

All managers and employees will have to fully understand and comply with New Mexico State Department of Agriculture rules and regulations, as well as EPA worker protection safety standards and attend yearly continuing education classes Shift New Mexico will provide on site training that will cover and explain all EPA worker protection safety standards and compliance with New Mexico pesticide safety standards. All products to be used in the production of cannabis will carry a signal word no higher than "Caution Category III." The use of any pesticide in the growth of cannabis shall be in accordance with the New Mexico Pesticide Control Act, Section 76-4-1 et seq., NMSA 1978, and associated regulations. [7.34.4.11 NMAC - N]

RFA B.15

TITLE 21 AGRICULTURE AND RANCHING
CHAPTER 17 PEST, DISEASE, AND WEED CONTROL
PART 50 PESTICIDES

21.17.50.1 ISSUING AGENCY: New Mexico State University, New Mexico Department of Agriculture
[7/1/97; 21.17.50.1 NMAC - Rn, 21 NMAC 17.50.1, 11/30/05; A, 5/29/09]
[MSC 3189, Box 30005, Las Cruces, New Mexico 88003-8005, Telephone No. (575) 646-3007.]

21.17.50.2 SCOPE: Part 50 shall apply to all persons regulated under the Pesticide Control Act, including but not limited to private applicators, commercial applicators, non-commercial applicators, public applicators, pest management consultants, pesticide dealers and pesticide manufacturers, and to all activities relating to the distribution and use of pesticides.
[7/1/97; 21.17.50.2 NMAC - Rn, 21 NMAC 17.50.2, 11/30/05]

21.17.50.3 STATUTORY AUTHORITY: Granted to the board of regents of New Mexico state university under the New Mexico Pesticide Control Act, Chapter 76, Article 4, Sections 1 through 39, NMSA 1978 Compilation.
[7/1/97; 21.17.50.3 NMAC - Rn, 21 NMAC 17.50.3, 11/30/05]

21.17.50.4 DURATION: Permanent.
[7/1/97; 21.17.50.4 NMAC - Rn, 21 NMAC 17.50.4, 11/30/05]

21.17.50.5 EFFECTIVE DATE: July 1, 1997
[7/1/97; 21.17.50.5 NMAC - Rn, 21 NMAC 17.50.5, 11/30/05]

21.17.50.6 OBJECTIVE: The objective of Part 50 of Chapter 17 is to set criteria for the use of pesticides in New Mexico, including the licensing and certification of pesticide applicators, record keeping, equipment inspection, storage and disposal of pesticides.
[7/1/97; 21.17.50.6 NMAC - Rn, 21 NMAC 17.50.6, 11/30/05]

21.17.50.7 DEFINITIONS:

A. "Active ingredient" means any ingredient which will prevent, destroy, repel, control or mitigate a pest or which will act as a regulator, defoliant or desiccant.

B. "Aircraft" means any fixed-wing aerial equipment or helicopter used to apply pesticides.

C. "Antidote" means a practical treatment in case of poisoning and includes first-aid treatment.

D. "Bait" means an edible material containing a pesticide attractive to a pest.

E. "Beneficial insect" means any insect which, during its life cycle, is an effective pollinator of plants, is a parasite or predator of pests, or is an insect that provides useful products.

F. "Certified applicator" means any person who has complied with the certification requirements established by the department to use or supervise the use of any pesticide covered by a valid license issued by the department.

G. "Competent" means properly qualified to perform functions associated with pesticide application and/or use, the degree of capability required being directly related to the nature of the activity and the associated responsibility.

H. "Defoliant" means any substance or mixture of substances intended for causing the leaves or foliage to drop from a plant, with or without causing abscission.

I. "Desiccant" means any substance or mixture of substances intended for artificially accelerating the drying of plant tissue.

J. "Direct supervision" means verifiable instruction to a competent person as follows:

(1) detailed guidance for applying and/or using the pesticide properly; and
(2) provisions for contacting the certified applicator in the event he is needed; or
(3) actual physical presence of a certified applicator when required by the label.

K. "Disposal" means to abandon, deposit, inter, or otherwise discard of waste as a final action after its use has been achieved or a use is no longer intended.

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L. "Fungus" means any non-chlorophyll-bearing thallophyte (that is, any non-chlorophyll-bearing plant of a lower order than mosses and liverworts) as, for example, rust, smut, mildew, mold and yeast, except those on or in processed food, beverages, or pharmaceuticals.

M. "Ground equipment" means any equipment used to supply pesticides that is operated on the ground and is self-propelled, or is mounted, drawn, or transported by a tractor, truck or other vehicle, and that is:

(1) gravity fed;
(2) mechanically driven by chain, gears or belts; or
(3) obtains power or pressure from a power-take-off or engine.

N. "Hazardous pesticide waste" means any pesticide waste in a concentration or quantity, or a waste pesticide container which the board declares to be hazardous to the public health and safety, domestic livestock or wildlife or property.

O. "Illegal residue" means the amount of pesticide remaining in or on food or feed crops and crop by-products, or in meat, meat by-products, or in the fat or milk of animals in excess of tolerances established by the U.S. environmental protection agency (EPA).

P. "Inert ingredient" means any ingredient which has no active properties.

Q. "Manual equipment" means any pressurized or electrically operated equipment (excluding hand-sized pressurized containers containing pesticides) used to apply pesticides that is carried or drawn as a complete unit by the person who applies the pesticide.

R. "Open burning" means the combustion of pesticide waste in any fashion other than by incineration in an incinerator approved and permitted by the New Mexico environment department and designed for that waste.

S. "Open dumping" means the placing of pesticide waste in a land site other than a sanitary landfill as defined herein.

T. "Operator technician" means any person who uses any pesticide as an employee of a commercial applicator.

U. "Permit" means a written certificate of authority issued by the department to use or apply pesticides.

V. "Pest" means any living organism injurious to other living organisms (except man and viruses, bacteria, or other microorganisms in or on other living organisms other than plants) that is a vector of a disease, or is a parasite on another organism and includes, but is not limited to, organisms in the phyla, Platyhelminthes (flatworms, flukes, tapeworms), Nemathelminthes (roundworms), Mollusca (snails), Annelida (earthworms), Arthropoda (centipedes, millipedes, spiders, mites, ticks, insects) and Chordata (fish, amphibians, reptiles, birds, mammals, excluding man).

W. "Pest control operator" means a commercial applicator certified in one or more of the license classification(s) 7A, 7B, 7C, or 7D of Paragraphs (10) through (13) of Subsection B of 21.17.50.8 NMAC.

X. "Pesticide waste" means any active or inert ingredient, or any combination thereof, of a labeled pesticide in either its packaged concentration or diluted for use which is intended for disposal. The term "pesticide waste" does not include any pesticide packaged in a form suitable for use in the household, or for agricultural use by a farmer or rancher.

Y. "Plant regulator" means any substance or mixture of substances, intended, through physiological action, for accelerating or retarding the rate of growth or rate of maturation, or for otherwise altering the behavior of ornamental or crop plants or the produce thereof but shall not include substances to the extent that they are intended as fertilizers, such as plant nutrients, trace elements, nutritional chemicals, plant inoculants or soil amendments.

Z. "Protective equipment" means clothing, respirators, goggles or other equipment or materials used to shield an applicator against unintended exposure to pesticides.

AA. "Public pest management consultant" means any individual who is employed by a governmental agency or municipality and who offers or supplies technical advice or makes recommendations to a user of restricted-use pesticides.

BB. "Sanitary landfill" means a land site for the disposal of wastes as specified under the environmental improvement board's solid waste management regulations in such a manner so as to preclude hazards to public health and safety, domestic livestock or wildlife, and loss of property by utilizing the principles of engineering to confine the wastes to the smallest practical area and to cover with soil.

CC. "Service container" means any container utilized to hold, store or transport a pesticide concentrate or a pesticide use-dilution preparation other than 1) the original labeled container provided by the manufacturer or 2) the application equipment. Containers used for waste pesticides are not deemed to be service containers.

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DD. "Service vehicle" means any vehicle used to transport pesticide application equipment, or use-dilution preparation to the application site.

EE. "Use-dilution preparation" means a pesticide preparation which is mixed with a diluent and at a rate specified on the label or labeling which produces the concentration of the pesticide provided on the registered label or labeling.

FF. "Waste pesticide container" means any container intended for disposal which formerly held pesticides.

GG. "Water dumping" means the disposal of pesticide waste in or on lakes, ponds, rivers, sewers, arroyos or any watercourse, except properly designed and constructed manmade facilities approved by the New Mexico environmental improvement division.

HH. "Weed" means any plant which grows where not wanted.

[7/1/97; 21.17.50.7 NMAC - Rn, 21 NMAC 17.50.7, 11/30/05; A, 3/14/08]

21.17.50.8 LICENSE CATEGORIES:

A. This section delineates the license categories and the scope of operations which may be performed under each category. These license categories represent the certification examinations taken by commercial, public and non-commercial applicators, pest management consultants and public pest management consultants.

B. License category and code number:

(1) 1A -- Agricultural pest control -- includes the control of insects, mites, plant, diseases, nematodes, and the use of soil fumigants, on agronomic crops.

(2) 1B -- Agricultural weed control -- includes the control of undesirable plants that compete with agricultural crops for water and plant nutrients and includes the use of desiccants, fumigants and defoliants.

(3) 1C -- Animal pest control -- includes spraying, dusting, dipping, or administering pesticides internally to control pests such as lice, mites, bots, fleas and flies on pets and livestock or treatment of places where animals are confined.

(4) 2-- Forest pest control -- includes the application of pesticides in forests, forest nurseries and forest seed producing areas.

(5) 3A -- Ornamental and turf pest control: insecticides and fungicides -- includes the control of insect and disease pests in the maintenance and production of ornamental trees, shrubs, flowers and turf.

(6) 3B -- Ornamental and turf pest control: herbicides -- includes the control of undesirable vegetation in the maintenance and production of ornamental trees, shrubs, flowers and turf.

(7) 4 -- Seed treatment -- includes the treatment of seeds to control insects, plant diseases and other pests.

(8) 5 -- Aquatic pest control -- includes the application of a pesticide to standing or running water to control algae, undesirable fish and other aquatic organisms, excluding public health pest control.

(9) 6 -- Right-of-way pest control -- includes the control of vegetation along public roads, electric powerlines, pipelines, railway rights-of-way, around oil well, storage areas, airports and similar areas.

(10) 7A -- Structural pest control -- includes the control of household pests, fabric pests and stored product pest.

(11) 7B -- Vertebrate animal control -- includes the control of rodents, birds, bats and predators of wildlife and domestic animals.

(12) 7C -- Fumigation -- includes the use of gases such as methyl bromide, hydrogen cyanide and phosphine to control pests in structures, railroad cars, stored grain and similar areas.

(13) 7D -- Wood destroying pest control -- includes the control of termites, carpenter ants, wood-boring or tunneling beetles, fungi and other organisms which attack lumber in structures or sawed lumber.

(14) 8 -- Public health pest control -- includes the control of mosquitoes, flies, fleas and other vectors that transmit human or animal diseases.

(15) 9 -- Regulatory pest control -- includes state, federal or other governmental employees who control regulated and/or quarantined pests.

(16) 10 -- Demonstration and research pest control -- includes:

(a) individuals who demonstrate to the public the proper use of restricted-use pesticides; or

(b) who conduct field research with pesticides.

(17) 11 -- Other -- to be assigned by the director.

[7/1/97; 21.17.50.8 NMAC - Rn, 21 NMAC 17.50.8, 11/30/05; A, 3/14/08]

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21.17.50.9 EXPIRATION DATE OF LICENSES: The annual registration of pesticides and any licenses or certifications provided for in the Pesticide Control Act shall expire on the dates indicated in this section unless it has been revoked or suspended prior thereto by the director.

A. The annual pesticide or device registration shall expire on December 31 following issuance.

B. The annual pesticide dealer license shall expire on December 31 following issuance.

C. The annual pest management consultant license shall expire on December 31 following issuance.

D. The annual commercial applicator license shall expire on December 31 following issuance.

E. The annual operator/technician license shall expire on December 31 following issuance.

F. The annual non-commercial applicator license shall expire on December 31 following issuance.

G. The annual public applicator license shall expire on December 31 following issuance.

H. The annual public pest management consultant license shall expire on December 31 following issuance.

I. The private applicator certification shall expire on December 31 five years following the date of issuance.

[7/1/97; 21.17.50.9 NMAC - Rn, 21 NMAC 17.50.9, 11/30/05; A, 3/14/08]

21.17.50.10 RECORDS:

A. Each commercial applicator, non-commercial applicator and public applicator shall keep records for pesticides applied by them or persons under their direct supervision which shall include the following:

(1) name of the person for whom the pesticide was applied;

(2) target pest(s) and crop or site;

(3) year, month, day, and time the pesticide was applied;

(4) brand name or common name of the pesticide and U.S. environmental protection agency registration number(s) of the pesticide(s);

(5) direction and estimated velocity of the wind and the temperature at the application site at the time the pesticide was applied; this requirement shall not apply to application of baits in bait stations or pesticide applications in or immediately adjacent to structures;

(6) concentration of the pesticide(s) applied; example: pounds, ounces or pints of pesticide formulation per gallon applied;

(7) volume of use-dilution preparation applied, if applied in categories 1A, 1B, 2, 3A, 3B, 5, 6, 7D and 8 as defined in Section 8;

(8) location of the land or city address to which pesticide was applied;

(9) if applicable, all aircraft identification numbers;

(10) name and address of the business or agency and the name of the individual making the application.

B. Pesticide application records shall be completed and available to the department within twenty-four (24) hours after the pesticide is applied.

C. Pesticide application records shall be kept for a period of two (2) years from the date of the application of any pesticide. Upon request, in writing, the department shall be furnished with a copy of these records.

D. Upon written request, the customer shall be provided with a record of each application of pesticide applied to his land which includes all information given under Subsection A of 21.17.50.10 NMAC.

E. Holders of private applicator licenses for M-44 sodium cyanide capsules shall submit to the director by September 15, their field records on the use of the M-44 capsules for the preceding period of September 1 through August 31.

[7/1/97; 21.17.50.10 NMAC - Rn, 21 NMAC 17.50.10, 11/30/05]

21.17.50.11 INSPECTION AND CARE OF EQUIPMENT:

A. Equipment used for applying pesticides by a commercial applicator shall be kept in good mechanical condition. Parts that show signs of wear or malfunction shall be replaced to prevent leakage and to assure uniform dispersal of the pesticide. Equipment, where applicable, shall be calibrated accurately to dispense the prescribed amount of pesticide. Hoses or parts not suitable or not intended for use on spray equipment shall not be used.

B. Equipment to be licensed shall be inspected for, but not limited to, the following:

(1) nozzle condition and function;

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(2) suitable type of hose;
(3) tank condition;
(4) hose and pipe connections and condition;
(5) proper functioning of pressure regulators, if equipped;
(6) proper functioning of emergency dump valve;
(7) proper functioning of pump;
(8) decal or license plate affixed to the equipment.

C. When the same equipment is used to apply different types of pesticides, it shall be cleaned thoroughly if:

(1) an insecticide is used following the use of a herbicide or defoliant; or
(2) residue from material used previously is not compatible with other pesticides to be used; or
(3) a pesticide has been used that would cause an illegal residue on cultivated crops or processed food.

D. Equipment shall be cleaned in a manner that no residues remain that will cause injury to land, humans, desirable plants or animals when making subsequent application of pesticides.

E. A uniform mixture shall be maintained in the equipment at all times while applying pesticides.

F. Pesticides that remain in spray equipment after a job is completed, and for which no further legal use is intended, shall be disposed of in a manner and location that would not cause unreasonable adverse effects on the environment. Pesticides from any equipment shall not be dumped along public highways, into streams, or at any location that would cause unreasonable adverse effects on the environment.

G. Bait boxes and watering stations placed by commercial applicators, non-commercial applicators, and public applicators shall be legibly marked with the business name of the commercial applicator or name of the public agency; the brand name or common name or chemical name of the pesticide or the active ingredient(s); the EPA registration number; and the phone number of the New Mexico poison control center in Albuquerque, New Mexico (1-800-432-6866).

H. In food handling establishments rodenticides shall be placed in bait boxes or watering stations marked with the information required in Subsection G of 21.17.50.11 NMAC.

I. Service containers shall have affixed to them a legible label with the common name of the active ingredient(s) or the brand name of pesticide contained therein.

J. Securing pesticides and equipment on service vehicles: any container or portable application equipment containing pesticides or pesticide residues shall not be left unattended on a service vehicle unless the container or equipment is in a locked compartment or secured in such a manner so as to render it inaccessible to an unauthorized person.

[7/1/97; 21.17.50.11 NMAC - Rn, 21 NMAC 17.50.11, 11/30/05]

21.17.50.12 PROTECTIVE EQUIPMENT: All licensed certified applicators shall be required to make available protective equipment properly decontaminated and in proper working order, and advise their employees of its use to meet the safety requirements of the pesticide labeling.

[7/1/97; 21.17.50.12 NMAC - Rn, 21 NMAC 17.50.12, 11/30/05]

21.17.50.13 APPLICATION OF PESTICIDES:

A. A licensed certified applicator shall apply only those pesticides registered for use in New Mexico under his license category(s). Any person applying pesticides shall follow directions, rates and precautions stated on the approved label and labeling. Application or use of a pesticide in a manner inconsistent with the directions on the approved label and labeling shall constitute an illegal use of the pesticide. Restricted-use pesticides shall be applied only by licensed certified applicators or persons under their direct supervision.

B. If a commercial pesticide applicator uses a liability insurance policy as proof of financial responsibility, the applicator shall not apply pesticides exempted in the policy.

[7/1/97; 21.17.50.13 NMAC - Rn, 21 NMAC 17.50.13, 11/30/05; A, 3/14/08]

21.17.50.14 CHANGE OF BUSINESS STATUS:

A. Any person issued a license under the Pesticide Control Act shall within ten (10) days notify the director in writing of any change of:

(1) employment;
(2) ownership of the firm;

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(3) the business firm name, address or any pertinent data on his application;
(4) licensed employees.

B. Licenses issued under the New Mexico Pesticide Control Act are nontransferable.
[7/1/97; 21.17.50.14 NMAC - Rn, 21 NMAC 17.50.14, 11/30/05]

21.17.50.15 DISPLAY AND STORAGE OF PESTICIDES:

A. Pesticides intended for distribution or sale shall be displayed or stored within an enclosed building or fenced area and shall not be displayed on sidewalks, parking lots or similar open areas.

B. Pesticides shall be stored in a manner that will reasonably insure that human foods, pet foods, drugs, animal feeds, commercial fertilizers, seeds or clothing will not be contaminated.

C. Pesticides in leaking, broken, corroded or otherwise damaged containers or with damaged or obscured labels, shall not be displayed or offered for sale.
[7/1/97; 21.17.50.15 NMAC - Rn, 21 NMAC 17.50.15, 11/30/05]

21.17.50.16 IDENTIFICATION OF VEHICLES:

A. All service vehicles used by a commercial applicator for distributing pesticides or devices shall be marked with:
(1) name of the firm;
(2) commercial applicator's license number.

B. All letters and numerals shall be of bold lettering at least one and one-half (1-1/2) inches high with a contrasting color as background. Markings shall be visible on both the right and left side of the service vehicle.
[7/1/97; 21.17.50.16 NMAC - Rn, 21 NMAC 17.50.16, 11/30/05]

21.17.50.17 PESTICIDE DEALERS:

A. Each applicant for a pesticide dealer license for outlets within New Mexico shall provide adequate facilities for the storage and distribution of restricted-use pesticides.

B. Each pesticide dealer shall keep a record of the sale of all restricted-use pesticides. Information to be recorded shall include:
(1) name and license number of the certified applicator;
(2) date of sale;
(3) brand name of the pesticide product and its EPA registration number;
(4) quantity of restricted-use pesticide sold.

C. A pesticide dealer license shall be, in addition to any other license or permit, required by law for offering or supplying technical advice, supervision or aid or making a recommendation to the user of highly toxic pesticides, restricted use pesticides, or both, by a dealer or his employees.

D. It shall be unlawful for a pesticide dealer to knowingly sell any restricted-use pesticide to any person who is not a licensed certified applicator, provided individuals under the direct supervision of a certified applicator may receive and transport restricted-use pesticides for a certified applicator.
[7/1/97; 21.17.50.17 NMAC - Rn, 21 NMAC 17.50.17, 11/30/05]

21.17.50.18 LICENSE APPLICATION AND EXAMINATION: CERTIFICATION AND LICENSING:

A. The applicant may elect to be examined in one or more of the classifications of pest control shown on the application. The examination fee, if applicable, shall be paid prior to administering any examination. If the applicant fails to pass any required examination, he may request, to take such failed examination at another date provided an additional examination fee, if applicable, is paid. A grade of seventy (70) shall be passing on all examinations.

B. If an applicant has not completed all license requirements within sixty (60) days from the date of the original application, then said applicant will be subject to the fees and requirements of a new applicant.

C. The director shall not consider any license application by any individual during the effective period of the license suspension or revocation of any license issued under the Pesticide Control Act.
[7/1/97; 21.17.50.18 NMAC - Rn, 21 NMAC 17.50.18, 11/30/05; A, 3/14/08]

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21.17.50.19 REVIEW OF CERTIFICATION AND LICENSES: The director may review any certification, license, or permit to determine if there are grounds for denial, suspension, or revocation action. A review shall be warranted in the case of:

A. violation of some provision of the Pesticide Control Act or regulations promulgated thereunder;

B. criminal conviction under Section 14(b) of the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended;

C. a final order imposing civil penalty under Section 14(a) of amended FIFRA;

D. certification obtained by cheating on an examination or providing false information about attendance or completion of required training or continuing education;

E. a license is obtained or utilized for reasons other than the intended purpose of allowing purchase or use of pesticides as required under the New Mexico Pesticide Control Act or regulations promulgated thereunder.

[7/1/97; 21.17.50.19 NMAC - Rn, 21 NMAC 17.50.19, 11/30/05; A, 3/14/08]

21.17.50.20 OPERATOR/TECHNICIAN TRAINING PERMITS: A new employee of a licensed commercial applicator may work up to sixty (60) calendar days under a operator/technician training permit provided another commercial applicator or technician licensed in New Mexico at least 6 months is present on the application site. Prior to expiration of the operator/technician training permit, permittees shall take the required examination(s). The permit shall be issued on the request of a licensed commercial applicator. The operator/technician training permit can not be extended.

[7/1/97; 21.17.50.20 NMAC - Rn, 21 NMAC 17.50.20, 11/30/05; A, 3/14/08]

21.17.50.21 PROOF OF FINANCIAL RESPONSIBILITY:

A. A commercial applicator license shall not be issued until the applicant has furnished proof of financial responsibility acceptable to the director. This requirement may be satisfied by:

(1) a certificate of liability insurance signed by an authorized insurance representative; or

(2) a certified copy of a liability insurance policy; or

(3) a surety bond.

B. Proof of financial responsibility by any means other than a certified copy of the policy shall be provided by the issuing company on forms provided by or approved by the director.

C. Proof of financial responsibility shall be clearly conditioned to cover liability resulting from the handling, storage, disposal, application, use or misuse of any pesticide.

D. The director shall be notified in writing by the issuing company ten (10) days prior to any reduction or cancellation of insurance coverage.

E. The insurer or surplus line broker shall be authorized to do business in New Mexico.

[7/1/97; 21.17.50.21 NMAC - Rn, 21 NMAC 17.50.21, 11/30/05]

21.17.50.22 MINIMUM COVERAGE REQUIREMENTS:

A. Surety bond -- $100,000.

B. Liability insurance:

(1) Aircraft.

(a) Bodily injury -- $25,000 each occurrence, $50,000 aggregate.

(b) Property damage -- $50,000 each occurrence.

(c) Single limit bodily injury and property damage -- $100,000.

(2) Ground or manual.

(a) Bodily injury -- $10,000 each occurrence -- $25,000 aggregate.

(b) Property damage -- $25,000 each occurrence.

(c) Single limit bodily injury and property damage -- $50,000.

(3) Maximum amount of deductible (if applicable) -- $1,000.

[7/1/97; 21.17.50.22 NMAC - Rn, 21 NMAC 17.50.22, 11/30/05]

21.17.50.23 STORAGE AND DISPOSAL OF PESTICIDES AND PESTICIDE WASTES:

A. Pesticide waste and pesticides intended for use by commercial pesticide applicators shall be stored in enclosed, secured areas and shall be posted with warning signs in English and Spanish.

B. Pesticide wastes, provided they are not also hazardous pesticide wastes, shall be disposed of in an approved sanitary landfill.

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C. Hazardous pesticide waste shall be disposed of in a permitted hazardous waste disposal site or in a designated area of an approved sanitary landfill under the supervision of the operator; provided, the department shall have the power to disallow disposal in an approved sanitary landfill if the hazardous pesticide waste is determined to be of such a nature that disposal should only be in a permitted hazardous waste disposal site.

D. Waste pesticide containers shall be crushed or rendered non-serviceable and disposed of in an approved sanitary landfill.

E. Rinsings and waste waters from the cleaning of pesticide apparatuses which can reasonably be expected to contain pesticide contaminants shall be contained in the cleanup area and not allowed to contaminate water or neighboring land.

F. Waste pesticides from livestock dipping vats shall be placed in evaporation ponds so as to avoid contamination of any surface or ground waters.

G. Pesticide waste or waste pesticide containers shall not be disposed of by open dumping, open burning, or water dumping in the state of New Mexico.

H. No pesticide waste shall be disposed of in any sewer or storm drain.

I. No pesticide waste or waste pesticide containers shall be disposed of in a manner inconsistent with its label or labeling.

[7/1/97; 21.17.50.23 NMAC - Rn, 21 NMAC 17.50.23, 11/30/05]

21.17.50.24 VARIANCE:

A. The director may grant a variance from any provision of 21.17.50.23 NMAC under special circumstances, provided such variance does not violate other state or federal laws.

B. A request for a variance shall be made to the director in writing and shall contain such information as the department deems necessary.

[7/1/97; 21.17.50.24 NMAC - Rn, 21 NMAC 17.50.24, 11/30/05]

21.17.50.25 FEES:

A. The annual registration fee for each pesticide or device registered shall be one hundred dollars ($100.00).

B. The annual pesticide dealer license fee for each location or outlet within the state, or if there is no outlet within the state, for the principal out-of-state location or outlet, shall be seventy five dollars ($75.00).

C. The annual pest management consultant license fee shall be seventy five dollars ($75.00).

D. The annual commercial applicator license fee shall be seventy five dollars ($75.00).

E. The annual operator/agricultural pilot/serviceman license fee shall be fifty dollars ($50.00).

F. The annual non-commercial applicator license fee shall be seventy five dollars ($75.00).

G. The private applicator certification fee, or renewal thereof, shall be fifteen dollars ($15.00).

H. The fee for each additional inspection required to certify a unit of aircraft, ground or manual equipment that fails to pass inspection shall be twenty-five dollars ($25.00).

I. The examination fee for each examination needed to qualify the applicant as a pest management consultant, commercial applicator, non-commercial applicator or operator/agricultural pilot/serviceman shall be ten dollars ($10.00) per examination.

[7/1/97; 21.17.50.25 NMAC - Rn & A, 21 NMAC 17.50.25, 11/30/05, A, 11/15/10]

HISTORY OF 21.17.50 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMDA Rule 67-2, Pesticide Regulations, Regulatory Order No. 1, filed 6/12/67.
NMDA Rule 68-1, Pesticide Regulations, Regulatory Order No. 1, Amended, filed 6/12/67.
NMDA Rule 70-1, Pesticide Regulations, Regulatory Order No. 1, Section 3, filed 3/4/70.
NMDA Rule 70-2, Pesticide Regulations, Regulatory Order No. 2, filed 3/4/70.
NMDA Rule 70-3, Pesticide Regulations, Regulatory Order No. 1, filed 12/24/70.
NMDA Rule 71-4, Pesticide Regulations, Regulatory Order No. 2, filed 12/15/71.
NMDA Rule 72-2, Pesticide Regulations, Regulatory Order No. 3, filed 3/6/72.
NMDA Rule 73-8, Pesticide Regulations, Regulatory Order No. 1, filed 9/13/73.
NMDA Rule 74-5, Pesticide Regulations, Regulatory Order No. 2, filed 7/10/74.
NMDA Rule 75-5, Pesticide Regulations, Regulatory Order No. 3, filed 9/15/75.

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[11/21/79, 12/1/96; 21.17.56.10 NMAC - Rn, 21 NMAC 17.56.10, 02/28/07]

21.17.56.11 STATE RESTRICTED-USE PESTICIDES: The board disclaims liability for any costs incident to inspection or compliance with the provisions of this rule.

A. State restricted-use insecticides: [REPEALED]

B. State restricted-use herbicides: In order to prevent unreasonable adverse effects on the environment, all formulations of the herbicides listed in this section shall be classified for restricted use in New Mexico, provided their labels or labeling contain directions primarily for use on agronomic crops, range or pasture lands, rights-of-way, forest, or non-croplands. Those products labeled primarily for use in ornamental, turf, or home garden plantings shall remain unrestricted.

(1) 2,4-D/2,4-Dichlorophenoxyacetic acid.

(2) 2,4-DB/4-(2,4-Dichlorophenoxy)butyric acid.

[11/21/79, 12/1/96; 21.17.56.11 NMAC - Rn & A, 21 NMAC 17.56.11, 02/28/07]

21.17.56.12-13 [RESERVED]

[5/18/87, 3/30/89, R, 12/1/96; 21.17.56.12-13 NMAC - Rn, 21 NMAC 17.56.12-13, 02/28/07]

21.17.56.14 [RESERVED]

[1/21/79, 11/21/79, 3/27/80, 5/18/87, 2/19/88, 3/30/89, 12/1/96; 21.17.56.14 NMAC - Rn & A, 21 NMAC 17.56.14, 02/28/07; Repealed, 08/16/10]

21.17.56.15 APPLICATOR RECORDS:

A. Any New Mexico licensed and certified pesticide applicator shall maintain the following records for two years for all pesticide applications:

(1) all records as required under 21.17.50.10 NMAC for restricted use pesticides;

(2) other records not listed above, when required by the worker protection standard, CFR 140, under authority of the federal Insecticide, Fungicide, and Rodenticide Act; and

(3) other records not listed above, when required under the United States department of agriculture private applicator recordkeeping program.

B. For pesticide applications made by a commercial pesticide applicator, application information shall be exchanged in the timeframe and manner specified with any landowner who is an agricultural employer under 40 CFR Part 170, the federal worker protection standard.

[11/21/79, 3/27/80, 5/18/87; 21.17.56.15 NMAC - Rn & A, 21 NMAC 17.56.15, 02/28/07; A, 08/16/10]

21.17.56.16 DEALER RECORDS [RESERVED]

[4/10/74, 11/21/79, 5/18/87; R, 12/1/96; 21.17.56.16 NMAC - Rn, 21 NMAC 17.56.16, 02/28/07]

HISTORY OF 21.17.56 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

DOA 73-8, Regulatory Order No. 1, Pesticide Regulations, filed 9/13/73.
DOA 74-5, Regulatory Order No. 2, Pesticide Regulations, filed 4/10/74.
DOA 75-5, Regulatory Order No. 3, Pesticide Regulations, filed 9/15/75.
DOA 79-3, Regulatory Order No. 6, Establishes the Classification of Certain Pesticides, filed 11/21/79.
DOA 80-4, Regulatory Order No. 6, Establishes the Classification of Certain Pesticides, filed 3/27/80.
NMDA Rule No. 84-1, Restricted-Use Pesticides, filed 3/19/84.
NMDA Rule No. 87-2, Restricted-Use Pesticides, filed 5/18/87.
NMDA Rule No. 88-1, Restricted-Use Pesticides, filed 2/19/88.
NMDA Rule No. 89-2, Restricted-Use Pesticides, filed 3/30/89.

History of Repealed Material:

21 NMAC 17.56.11.1, State Restricted-Use Insecticides, repealed 12/1/96.
21 NMAC 17.56.12, Restricted-Use, Hormone-Type Herbicide Permits, repealed 12/1/96.
21 NMAC 17.56.13, Purchase of Restricted-Use, Hormone-Type Herbicide, repealed 12/1/96.
21 NMAC 17.56.16, Dealer Records, repealed 12/1/96.

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[21 NMAC 17.56.14, Application of a Restricted-Use, Hormone-Type Herbicide in Regulated Counties, repealed 08/16/10]

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Pesticide Control Act

Chapter 76, Article 4

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76-4-1. Title.
This act may be cited as the "Pesticide Control Act."

76-4-2. Enforcing agency.
The Pesticide Control Act shall be administered and enforced by the state department of agriculture, under the direction of the board of regents, New Mexico state university.

76-4-3. Definitions.
As used in the Pesticide Control Act:

A. "equipment" means any type of ground, water or aerial equipment, device or contrivance using motorized, mechanical or pressurized power to apply any pesticide on land and anything that may be growing, habitating or stored on or in such land, but does not include any pressurized hand-sized household device used by a homeowner to apply a pesticide or any equipment, device or contrivance of which the person who is applying the pesticide on the person's own land is the source of power or energy in making the pesticide application;

B. "board" means the board of regents of New Mexico state university;

C. "department" means the New Mexico department of agriculture;

D. "device" means any instrument or contrivance other than a firearm that is intended for trapping, destroying, repelling or mitigating any pest or any other form of plant or animal life, other than humans and other than bacteria, viruses or other microorganisms on or in any living thing other than plants, but does not include equipment used for the application of pesticides when sold separately therefrom, or traps used to control predators or rodents or sterilization using dry heat or steam;

E. "distribute" means to offer for sale, hold for sale, sell, barter or supply in this state;

F. "environment" includes water, air and land and all plants and every living thing in water, in air and on land and the existing interrelationships;

G. "insect" means any of the numerous small invertebrate animals belonging principally to the class insecta, including beetles, bugs, bees, flies, and to other allied classes of arthropods, including spiders, mites, ticks, millipedes, centipedes and sowbugs;

H. "ingredient statement" means a statement that contains the name and percentage of each ingredient of any pesticide that is intended for one of the purposes under Paragraphs (1) through (4) of Subsection N of this section, and the total percentage of all ingredients in the pesticide not for one of those purposes. If the pesticide contains arsenic in any form, the ingredient statement shall contain a statement of the percentages of total and water-soluble arsenic, calculated as elemental arsenic;

I. "label" means the written, printed or graphic matter on or attached to the pesticide or device or any of its containers or wrappers;

J. "labeling" means all labels and all other written, printed or graphic matter accompanying the pesticide or device at any time; or to which reference is made on the label or in literature accompanying the pesticide or device, except to current official publications of the department, the United States environmental protection agency, United States departments of agriculture, the interior and health and human services, state agricultural universities and other similar federal or state institutions or agencies authorized by law to conduct research in the field of pesticides;

K. "land" means all land and water areas, including air space, and all living things and all structures, buildings, contrivances and machinery appurtenant thereto or situated thereon, fixed or mobile, including any used for transportation;

L. "person" has the extended meaning ascribed to it in Subsection E of Section 12-2A-3 NMSA 1978;

M. "pest" means any living organism injurious to other living organisms, except humans, viruses, bacteria or other microorganisms in or on other living organisms other than plants, that the board by rule declares to be a pest;

N. "pesticide" means any substance or mixture of substances intended for:

(1) preventing, destroying, repelling or mitigating any pest;

(2) causing the leaves or foliage to drop from a plant, with or without causing abscission;

(3) artificially accelerating the drying of plant tissue; or

(4) accelerating or retarding the rate of growth or rate of maturation, or for otherwise altering the behavior, of ornamental or crop plants or the produce thereof, through physiological action, but not including substances that are intended as plant nutrients, trace elements, nutritional chemicals, plant inoculants or soil amendments;

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O. "pesticide dealer" means any person who distributes highly toxic pesticides, restricted use pesticides or both, which pesticides are restricted by rule to distribution only by licensed pesticide dealers;

P. "pest management consultant" means any individual who offers or supplies technical advice or makes recommendations to the user of highly toxic pesticides, restricted use pesticides or both, which pesticides are restricted by rule to distribution only by licensed pesticide dealers;

Q. "registrant" means a person who has registered any pesticide pursuant to the provisions of the Pesticide Control Act;

R. "restricted use pesticide" means any pesticide or device designated by the board as requiring specific restrictions to prevent unreasonable adverse effects on the environment, including humans, beneficial insect predators and parasites, pollinating insects, animals, crops, wildlife and lands but excluding the pests the pesticide or device is intended to prevent, destroy, control or mitigate;

S. "unreasonable adverse effects on the environment" means an unreasonable risk to humans or the environment, taking into account the economic, social and environmental costs and benefits of the use of any pesticide;

T. "noncommercial applicator" means a person who uses or demonstrates restricted use pesticides and does not qualify as a private applicator and is not required to have a commercial applicator's license;

U. "private applicator" means a certified applicator who uses or supervises the use of any pesticide that is classified for restricted use for purposes of producing any agricultural commodity on property owned or rented by the certified applicator or the certified applicator's employer or on the property of another person if applied without compensation other than trading of personal services between producers of agricultural commodities;

V. "public applicator" means a certified applicator who as an employee of a federal, state, county or municipal agency or municipal corporation uses any pesticide that is classified for restricted use or any general use pesticide, when applied to sites or under conditions identified by rule promulgated by the board; and

W. "commercial applicator" means a certified applicator, whether or not the certified applicator is a private applicator with respect to some uses, who for compensation uses or supervises the use of any pesticide for any purpose on any property other than as provided by Sections 76-4-19 and 76-4-20.1 NMSA 1978.

76-4-4. Misbranded.

A pesticide or device is misbranded if:

A. its labeling bears any statement, design or graphic representation relative thereto or to its ingredients which is false or misleading;

B. it is contained in a package or other container or wrapping which does not conform to the standards established by the board;

C. it is an imitation of or is distributed under the name of another pesticide or device;

D. any word, statement or other information, required by the Pesticide Control Act or regulations adopted thereunder to appear on the label or labeling, is not prominently placed thereon with such conspicuousness (as compared with other words, statements, designs or graphic matter in the labeling), and in such terms as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use;

E. the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product was intended and if complied with, together with any requirements imposed by the Pesticide Control Act and regulations adopted by the board, are adequate to prevent injury to plants and animals including man, and protect against any unreasonable adverse effects on the environment;

F. the labeling bears any reference to registration under the provisions of the Pesticide Control Act unless such reference is required by regulations adopted pursuant to the Pesticide Control Act;

G. the label does not bear:

(1) the name and address of the producer, registrant or person for whom produced;

(2) the name, brand or trademark under which the pesticide is distributed;

(3) an ingredient statement on that part of the immediate container and on the outside container or wrapper, if there be one through which the ingredient statement on the immediate container cannot be clearly read, of the retail package which is presented or displayed under customary conditions of purchase. However, the department may permit the ingredient statement to appear prominently on some other part of the container, if the size or form of the container makes it impracticable to place the ingredient statement on the part which is presented or displayed under customary conditions of purchase;

(4) directions for use and a warning or caution statement which are necessary and which, if complied with, would be adequate for the protection of health and protection against injury to plants and animals including man and protection against any unreasonable adverse effects on the environment;

(5) the net weight or measure of the contents;

(6) the registration number assigned the pesticide and the registration number of the person formulating the pesticide by the United States environmental protection agency; and

(7) a statement of the use classification under which the product is registered, if required by federal or state regulations;

H. the pesticide contains any substance or substances in quantities highly toxic to man, as determined by the board unless the label bears, in addition to any other matter required by the Pesticide Control Act:

(1) the skull and crossbones or any other symbol required for registration by the United States environmental protection agency;

(2) the word "POISON" prominently printed in red on a background of distinctly contrasting color; and

(3) a statement of an antidote or practical treatment in case of poisoning by the pesticide;

I. the pesticide container does not bear a label or if the label does not contain all the information required by the Pesticide Control Act and the regulations adopted pursuant to the act, or both;

J. the label for a spray adjuvant fails to state the type or function of the functioning agents; or

K. the label is not printed in English and Spanish, as prescribed by the United States environmental protection agency and by regulations of the board.

76-4-5. Prohibited acts.

A. It is unlawful for any person to distribute within the state, to deliver for transportation or transport in intrastate commerce, or between points within this state through any point outside this state, or use any of the following:

(1) any pesticide which has not been registered in accordance with the Pesticide Control Act or regulations adopted pursuant to that act;

(2) any pesticide if any of the claims made for it or any of the directions for its use or other labeling differs from the representations made in connection with its registration, or if the composition as represented in connection with its registration, differs. However, at the discretion of the department, a change in the labeling of a pesticide except changes in the ingredient statement may be made within a registration period without requiring reregistration of the product if the change will not have unreasonable adverse effects on the environment;

(3) any pesticide, unless it is in the unbroken immediate container of the registrant or manufacturer and there is affixed to the container, and to the outside container or wrapper of the retail package, if there is one through which the required information on the immediate container cannot be clearly read, a label bearing information required in the Pesticide Control Act and the regulations adopted pursuant to that act;

(4) any pesticide which has not been colored or discolored as required by the Pesticide Control Act;

(5) any pesticide which does not meet the professed standard of quantity or quality, as expressed on the labeling under which it is sold, or in which any substance has been substituted wholly or in part for the pesticide, or if any valuable constituent has been wholly or in part abstracted or if any contaminated is misbranded or is present in an amount determined by the department to be a hazard;

(6) any device which is misbranded; or

(7) any pesticide in containers violating regulations adopted pursuant to the Pesticide Control Act, or pesticides found in damaged containers which constituted a hazard to the environment.

B. It is unlawful:

(1) to distribute a restricted use pesticide to any person who is required by law or regulations promulgated pursuant to the Pesticide Control Act to have a permit to use or purchase restricted use pesticides, unless the person or his agent, to whom sale or delivery is made, has a valid permit to use or purchase the kind and quantity of the restricted use pesticide. However, subject to conditions established by the department, such permit may be obtained from any person designated by the department immediately prior to distribution;

(2) for any person to detach, alter, deface or destroy, wholly or in part, any label or labeling provided for in the Pesticide Control Act or regulations adopted pursuant to that act, or to add any substance to, or take any substance from, a pesticide in a manner that may defeat the purpose of the Pesticide Control Act or the regulations adopted thereunder;

(3) for any person to use or cause to be used any restricted use pesticide contrary to directions on the label or to regulations of the board if those regulation differ from or further restrict the labeling;

(4) for any person to use for his own advantage or to reveal, other than to the department, or to the courts of the state in response to a subpoena, or to physicians, or in emergencies to pharmacists and other qualified persons for use in the preparation of a practical treatment including first aid, in case of poisoning, any information relative to formulas of products acquired by authority of the Pesticide Control Act;

(5) for any person to handle, transport, store, display, distribute or use pesticides in such a manner as to endanger man and his environment or to endanger food, feed or any other products that may be transported, stored, displayed or distributed with such pesticides; or

(6) for any person to dispose of, discard or store any pesticides or pesticide containers in a manner that may cause injury to humans, vegetation, crops, livestock, wildlife, pollinating insects or to pollute any water supply or waterway.

76-4-6. Registration.

A. Each pesticide or device that is distributed within the state or delivered for transportation or transported in intrastate commerce or between points within this state through any point outside this state shall be registered with the department subject to the provisions of the Pesticide Control Act. However, the registration is not required if a pesticide is shipped from one plant or warehouse operated by the same person and used solely at such plant or warehouse as a constituent part to make a pesticide which is registered under the provisions of the Pesticide Control Act.

B. The applicant for registration shall file a statement with the board which includes:

(1) the name and address of the applicant and the name and address of the person whose name will appear on the label, if other than the applicant's;

(2) the name of the pesticide or device;

(3) other necessary information required for completion of the application for registration form;

(4) a complete copy of the labeling accompanying the pesticide or device and a statement of all claims including the directions and precautions for use; and

(5) the use classification of the pesticide, if required by federal or state regulations.

C. The department when it deems it necessary in the administration of the Pesticide Control Act, may require the submission of the complete formula of any pesticide including all ingredients which will prevent, destroy, repel, control or mitigate pests, or which will act as a plant regulator, defoliant, desiccant or those which act as a functioning agent in a spray adjuvant, and all ingredients which do not perform these functions.

D. The department may require a full description of the tests made and the results thereof upon which the claims are based on any pesticide, device or on any pesticide or device on which restrictions are being considered. In the case of renewal of registration, the applicant shall be required to furnish only information which is different from that furnished when the pesticide was registered or reregistered during the previous license year.

E. The board may prescribe other necessary information by regulation.

F. The applicant desiring to register a pesticide or device shall pay an annual prescribed registration fee for each pesticide or device registered.

G. Any registration approved by the department and in effect on December 31 of the year for which a renewal application has been made and the proper fee paid, shall continue in full force and effect until the department notifies the applicant that the registration has been renewed or denied in accord with the provisions of the Pesticide Control Act. Forms for reregistration shall be mailed to registrants at least thirty days prior to the due date.

H. If it appears to the department that the composition of the pesticide warrants the proposed claims for it and if the pesticide or device and its labeling and other material submitted comply with the requirements of the Pesticide Control Act, the department shall register the pesticide or device.

I. All federal, state and county agencies or municipalities shall register all pesticides or devices distributed by them but shall not be required to pay the registration fee.

76-4-7. Experimental use permits.

A. No person shall conduct field tests using a pesticide not registered with the department or a registered pesticide for a use not previously approved in the registration without first having obtained an experimental use permit from the department.

B. Any person may apply to the department for an experimental use permit for a pesticide. The department may issue an experimental use permit if it determines that the applicant needs the permit in order to accumulate information

necessary to register a pesticide. The department may refuse to issue an experimental use permit if it determines that issuance of such permit is not warranted or that the pesticide use to be made under the proposed terms and conditions may cause unreasonable adverse effects on the environment.

C. Use of a pesticide under an experimental use permit shall be under the supervision of the department and shall be subject to the terms and conditions and be for the period of time prescribed by the department in the permit.

D. The department may revoke any experimental use permit at any time, if it finds that the terms or conditions of the permit are being violated, or that its terms and conditions are inadequate to avoid unreasonable adverse effects on the environment.

76-4-8. Refusal to register; cancellation; suspension.

A. If it does not appear to the department that the pesticide or device warrants the proposed claims or if the pesticide or device and its labeling and other required material do not comply with the provisions of the Pesticide Control Act or regulations adopted thereunder, the department shall notify the applicant of the manner in which the pesticide, device, labeling or other required material fails to comply with the provisions of the Pesticide Control Act and permit the applicant to make the necessary corrections. If, upon receipt of such notice, the applicant does not make the required changes, the department may refuse to register the pesticide or device.

B. The department may, when it determines that a pesticide or device or its labeling does not comply with the provisions of the Pesticide Control Act or the regulations adopted thereunder, cancel the registration of a pesticide or device.

C. The department shall, when it determines that a situation exists in which the continued use of a pesticide during the time required for cancellation under the Pesticide Control Act would likely result in unreasonable adverse effects on the environment, suspend on their own motion, the registration or a pesticide or device.

76-4-9. Department to administer and enforce act; board to adopt regulations; scope of regulations.

The department shall administer and enforce the provisions of the Pesticide Control Act and regulations promulgated by the board.

A. The board may after notice and public hearing adopt regulations for carrying out the purpose and provisions of the Pesticide Control Act, including regulations providing for:

(1) declaring as a pest any form of plant or animal life or virus, other than man and other than bacteria, viruses and other microorganisms on or in living man or other living animals, which is injurious to health or the environment;

(2) designating certain pesticides to be highly toxic to any animal including man;

(3) determining standards for identifying pesticides by color, taste, odor or form;

(4) the collection and examination of devices or samples of pesticides for analysis;

(5) requiring pesticide applicators to notify land owners of property adjoining the property to be treated, or in the immediate vicinity thereof, of a proposed application of a pesticide, if such a notice is necessary to carry out the purpose of the Pesticide Control Act; and for a hearing before the director of the department of any objecting owner of property adjoining the property to be treated before the application of the pesticide;

(6) the safe handling, transportation, storage, display, distribution, use and disposal of pesticides and their containers;

(7) establishing standards with respect to the package, container or wrapping in which a pesticide is distributed;

(8) restricting or prohibiting the use of certain types of containers or packages for specific pesticides. These restrictions may apply to type of construction, strength and size or any combination thereof to alleviate danger of spillage, breakage, misuse or any other hazard to the public;

(9) procedures for making pesticide recommendation;

(10) adopting a list of restricted use pesticides for the state or for designated areas within the state;

(11) regulating the time and conditions of distribution, sale or use of the restricted use pesticides;

(12) requiring all persons issued licenses to offer technical advice, to sell or to use restricted use pesticides to maintain records as prescribed by the department;

(13) certification of private applicators;

(14) label requirements of all pesticides required to be registered under provisions of the Pesticide Control Act;

(15) regulating the labeling of devices;

(16) procedures and techniques to be used in sampling land, including agricultural products that are to be consumed by man or animals for pesticide residues;

(17) classifying pesticides for general use, restricted use or both;

(18) prescribing methods to be used in the application of pesticides where the department finds that such regulations are necessary to carry out the purpose and intent of the Pesticide Control Act. Such regulations may relate to the time, manner, methods, materials and amounts and concentrations in connection with the application of the pesticides and may restrict or prohibit use of pesticides in designated areas during specified periods of time and shall encompass all reasonable factors which the department deems necessary to prevent damage or injury by drift or misapplication to plants, including forage plants, or adjacent or nearby lands; wildlife in the adjoining or nearby areas; fish and other aquatic life in waters in reasonable proximity to the area to be treated; and humans, animals or beneficial insects. In issuing such regulations, the board shall give consideration to pertinent research findings and recommendations of other agencies of the state, the federal government or other reliable sources;

(19) requiring any pesticide use dilution to be colored or discolored if it determines that such requirement is feasible and is necessary for the protection of health and the environment;

(20) establishing good pesticide use and handling practices for commercial pesticide applicators;

(21) establishing requirements for supervision of servicemen of structural pest control applicators; and

(22) regulating false or misleading advertisement in the sales or use of pesticides and devices.

B. The board shall adopt regulations that are consistent with regulations of the New Mexico environmental improvement board, the New Mexico water quality control commission and the laws administered by the regulations of the United States environmental protection agency.

C. The department is authorized to specify the quantities and concentrations of restricted use pesticides that may be applied.

76-4-9.1. State preemption.

Except as otherwise authorized in the Pesticide Control Act, no city, county or other political subdivision of the state and no home rule municipality shall adopt or continue in effect any ordinance, rule, regulation or statute regarding the registration, labeling, distribution, sale, handling, use, application, transportation or disposal of pesticides.

76-4-10. Sampling and examination of pesticides or devices; residue analysis.

A. The sampling and examination of pesticides or devices shall be made under the direction of the department for the purpose of determining if they comply with the requirements of the Pesticide Control Act.

B. The sampling of land, including agricultural products that are to be consumed by man or animals, may be made by the department to determine if pesticide residues are present that will cause unreasonable adverse effects on the environment or if the residues exceed the tolerance established by the United States environmental protection agency, New Mexico environmental improvement agency [department of environment] or restrictions established by other federal or state regulatory agencies.

76-4-11. "Stop sale, use or removal" order.

When the department has reasonable cause to believe a pesticide or device is being distributed, used, stored or transported in violation of any of the provisions of the Pesticide Control Act or regulations adopted pursuant thereto, the department may issue and serve a written "stop sale, use or removal" order upon the owner or custodian of the pesticide or device. If the owner or custodian is not available to receive the order, the department may attach the order to the pesticide or device and notify the registrant. The pesticide or device shall not be distributed, used or removed until the provisions of the Pesticide Control Act have been complied with and the pesticide or device has been released in writing under conditions specified by the department or the alleged violation has been otherwise disposed of as provided in the Pesticide Control Act by a court of competent jurisdiction.

76-4-12. Judicial action after "stop sale, use or removal" order.

A. After service of a "stop sale, use or removal" order is made upon any person, that person or the registrant or the department may file an action in a court of competent jurisdiction, in the county in which a violation of the Pesticide Control Act or regulations adopted thereunder is alleged to have occurred, for an adjudication of the alleged violation. The court in such action may issue temporary or permanent injunctions, mandatory or restraining, and such intermediate orders as it deems necessary or advisable. The court may order condemnation of any pesticide or device that does not meet the requirements of the Pesticide Control Act or regulations adopted thereunder.

B. If the pesticide or device is condemned, it shall, after entry of decree, be disposed of by destruction or sale as the court directs. However, the pesticide or device shall not be sold contrary to the provisions of the Pesticide Control Act or regulations adopted thereunder. Upon payment of the costs of the condemnation proceedings and the execution and delivery of a bond as prescribed by the court to assure the pesticide or device shall not be sold or disposed of contrary to the provisions of the Pesticide Control Act or regulations adopted pursuant thereto, the court may direct that the pesticide or device be delivered to the owner thereof for relabeling, reprocessing or otherwise bringing the product into compliance.

C. When a decree of condemnation is entered against the pesticide or device, court costs, fees, storage and other proper expenses shall be awarded against the person, if any, appearing as claimant of the pesticide or device.

76-4-13. Pesticide dealer license.

A. It is unlawful for any person to act in the capacity of a pesticide dealer, or advertise as, or assume to act as a pesticide dealer at any time without first having obtained an annual license from the department. A license shall be required for each location or outlet located within this state from which pesticides are distributed. Any manufacturer, registrant or distributor who has no pesticide dealer outlet licensed within this state and who distributes pesticides directly into this state shall obtain a pesticide dealer license for his principal out-of-state location or outlet.

B. Application for a license shall be accompanied by the prescribed annual license fee and shall be on a form provided by the department. The application shall include:

(1) the full name and title of the person applying for the license;

(2) the address of each outlet to be licensed;

(3) the principal business address of the applicant;

(4) the name of a person domiciled in this state authorized to receive and accept service of summons and legal notices of all kinds for the applicant; and

(5) any other necessary information prescribed by the department.

C. Provisions of this section shall not apply to a licensed pesticide applicator who sells pesticides only as an integral part of his pesticide application service when the pesticides are dispensed only through an apparatus used for such pesticide application, or any federal, state or county agency, or municipality which provides pesticides only for its own programs.

D. Each pesticide dealer shall be responsible for the acts of each individual employed by him in the solicitation and sale of pesticides and all claims and recommendations for the use of pesticides. The dealer license shall be subject to denial, suspension or revocation after a hearing for any violation of the Pesticide Control Act or regulations adopted thereunder, whether committed by the dealer or by an officer, agent or employee of the dealer.

76-4-14. Pest management consultant.

No individual shall perform services as a pest management consultant without first obtaining from the department an annual license. Application for a license shall be on a form provided by the department and shall be accompanied by the prescribed fee. Licensed pesticide applicators and operators and employees of federal, state and county agencies, or municipalities, when acting in their official capacities, shall be exempt from this licensing provision.

76-4-15. Public pest management consultant.

A "public pest management consultant" means any individual who is employed by a governmental agency or municipality to act as a pest management consultant. No person shall act as a public pest management consultant without first obtaining an annual nonfee license from the department. Application for a license shall be on a form provided by the department. The nonfee license shall be valid only when the consultant is acting in that capacity as an employee of his governmental employer. Federal and state employees whose principal responsibilities are in pesticide research shall be exempt from this licensing provision while acting in their official capacities.

76-4-16. Examinations for pest management consultant license.

The department shall require each applicant for a pest management consultant license or a public pest management consultant license to demonstrate the applicant's knowledge of pesticide laws and regulations, pesticide hazards and the safe distribution, use, application and disposal of pesticides by satisfactorily passing a written examination for the classification for which he has applied, prior to issuing his license. The prescribed examination fee shall be paid for the initial examination and other examinations needed to qualify the applicant to perform services as a pest management

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consultant. The public pest management consultant shall not be required to pay the examination fee and an examination shall be administered upon request.

76-4-17. Commercial pesticide applicator license.

A. It is unlawful for any person to engage in the business of applying pesticides at any time to land not owned or occupied by him without a commercial pesticide applicator license issued by the department. The commercial pesticide applicator shall pay an annual prescribed fee for each license issued. Should any apparatus fail to pass inspection making it necessary for an additional inspection to be made, the department shall require a prescribed inspection fee. In addition to the required inspection, additional inspections may be made to determine if equipment is properly calibrated and maintained in conformance with the Pesticide Control Act and regulations adopted pursuant thereto.

B. Application for a license shall be on a form provided by the department.

C. The department shall not issue a commercial pesticide applicator license until the applicant has passed an examination to demonstrate his knowledge of how to apply pesticides under the classification or classifications he has applied for, and his knowledge of the nature and effect of pesticides he may apply. The department shall charge the prescribed examination fee for the initial examination and other examinations needed to qualify the applicant to apply pesticides.

D. The department shall renew any applicant's license under the classification for which the applicant is certified; provided that the applicant's license is not under a suspension or revocation order and he has met the provisions of the Pesticide Control Act.

E. The department shall not issue a commercial applicator license if it has been determined that:

(1) the applicant has been convicted within the last five years of a felony involving fraud;

(2) the applicant has had revoked within the last two years a previous license authorized by the Pesticide Control Act;

(3) the applicant has been unable to satisfactorily fulfill the certification requirements; or

(4) [the applicant] has had any pesticide application or a license denied, revoked or suspended in any state in the last five years.

F. All applicants for a commercial applicator license shall meet at least one of the following requirements prior to being issued a license and shall file proof of compliance as specified by the department:

(1) documentation of two years of pesticide application experience in the category or related category for which application is being made; or

(2) documentation of one year of pesticide application experience in the category or related category for which application is being made and not less than twenty college credit hours in biological or agricultural sciences.

76-4-18. Operator license.

A. It is unlawful for any individual to act as an employee of a commercial pesticide applicator and apply pesticides without having obtained an operator license from the department.

B. The department shall issue an operator license when the applicant has passed an examination to demonstrate his ability to apply pesticides safely and effectively with the type of apparatus and in the classification for which he has applied. The department shall charge the prescribed examination fee for each examination administered.

C. The provisions of this section shall not apply to any individual who is a licensed commercial pesticide applicator.

76-4-19. Application of act to governmental entities; public applicator's license required.

A. A public applicator shall be subject to the provisions of the Pesticide Control Act and rules adopted pursuant to that act.

B. Public applicators shall be subject to examinations or other licensing provisions as provided in the Pesticide Control Act or by rule promulgated by the board. The department shall issue a limited license without fee to the public applicator who has qualified for the license. The public applicator license shall be valid only when the applicator is acting as an applicator applying pesticides used by federal, state, county or municipal agencies or municipal corporations. Government research personnel shall be exempt from this licensing requirement only when applying general use pesticides to experimental plots.

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76-4-20. Private applicators.

A. No private applicator shall use a restricted use pesticide without first complying with the certification requirements determined by the department as necessary to prevent unreasonable adverse effects on the environment, including injury to the applicator or other persons.

B. In determining these certification requirements, the board shall take into consideration standards of the United States environmental protection agency. Certification requirements for a private applicator to be certified to use restricted use pesticides may include but shall not be limited to the following:

(1) the applicant shall acknowledge that he understands and will abide by the label precautions by signing a dealer's pesticide register. The register shall include the name and address of the private applicator and other information as prescribed by the department. The dealer shall keep a record of all restricted use pesticides distributed to a private applicator;

(2) the applicant shall obtain a user permit prior to purchase and use of the pesticide. The department may issue restricted use pesticide permits to private applicators who have documented the crops, location and acreage on the permit for the seasonal or temporary period for which their permit is issued. User permits shall only be issued for registered or experimental uses and shall be subject to other limitations as specified by the department. The limitations may include limiting the areas of use, the timing or method of application and limiting the amount of the pesticide to that needed to cover the acreage to be treated;

(3) the applicant shall be required to pass a written examination demonstrating his competency with respect to the use and handling of the pesticide or pesticides covered by his certification prior to purchase and use of the product; and

(4) the applicant shall be required to obtain approval from the department for each application involving a specific risk to the environment. The applicant shall submit to the department an application form for a special review permit. The application shall include detailed information on the intended use, the responsible person in charge and the equipment and conditions under which the pesticide application is to be made. The department in reviewing the application for a special review permit may require additional restrictions such as on-site inspection or supervision.

C. The department shall charge the prescribed fee for each certification.

D. If a private applicator does not qualify, the department shall inform the applicant in writing.

E. Private applicator certification shall be valid for a period of not less than three years, established by the board.

76-4-20.1. Noncommercial applicator license.

A. A noncommercial applicator shall not use a restricted use or state restricted use pesticide without having a valid current noncommercial applicator license issued by the department for the license use categories and subcategories in which the pesticide application is made.

B. Application for an original or renewal license shall be on a form prescribed by the department. An annual prescribed fee shall be charged for each noncommercial applicator license issued.

C. The department shall not issue a noncommercial applicator license until the applicant has passed a written certification examination to demonstrate to the department the applicant's knowledge of how to apply pesticides under the classifications for which the applicant has applied and the applicant's knowledge of the nature and effect of pesticides the applicant may apply under such classifications.

D. The department shall renew any applicant's license under the classification for which the applicant is certified; provided that the applicant's license is not under a suspension or revocation order and the applicant has complied with the provisions of the Pesticide Control Act.

E. Nothing in this section shall imply the right to apply pesticides for hire without first having obtained a commercial applicator license.

76-4-21. Expiration date of licenses.

The board shall set by regulation the expiration date for the annual pesticide registration or any license provided for in the Pesticide Control Act.

76-4-22. Fees.

A. Fees for the registration of pesticides, the various licenses, inspection of apparatuses and examination of applicants required by the Pesticide Control Act shall be set by the board not to exceed the amount authorized below:

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(1) annual registration fee for each pesticide or device registered, not more than $150;

(2) annual pesticide dealer license for each location or outlet within the state or, if there is no outlet in the state, for the principal out-of-state location or outlet, not more than $100;

(3) annual pest management consultant license, not more than $100;

(4) annual commercial pesticide applicator license, not more than $100;

(5) annual operator license, not more than />$75.00;

(6) annual noncommercial applicator license, not more than $100;

(7) private applicator certification or renewal, not more than $25.00;

(8) additional inspection required to certify each unit of aircraft, ground or manual equipment that fails to pass inspection, not more than $25.00; and

(9) examination fee for each examination needed to qualify the applicant as a pest management consultant, commercial pesticide applicator, noncommercial applicator or operator or any combination thereof, not more than />$20.00.

B. If the application for the renewal of a pesticide registration or any annual license provided for in the Pesticide Control Act is not filed prior to the expiration date of the prior registration or license, the fee for renewal of registration or license shall be double the amount specified in this section and shall be paid by the applicant before the renewal registration or license is issued. Any person holding a current valid license may renew the license for the next year without taking an examination unless the department determines that additional knowledge relating to the classification for which the applicant has applied makes a new examination necessary. However, if the license is not renewed within thirty days after expiration, the licensee shall be required to take new certification examinations.

76-4-23. Grounds for denial, suspension or revocation of license, permit or certification; acts constituting a violation of the Pesticide Control Act.

A. The department may deny application for any license, permit or certification or may suspend any license, permit or certification when it has reason to believe that the applicant for or the holder of such license, permit or certification has violated any of the provisions of Subsection B of this section.

B. It is a violation of the Pesticide Control Act for any person to:

(1) make a false or fraudulent claim through any media which misrepresents the effect of material or methods to be used;

(2) make a pesticide recommendation or to use a pesticide in a manner inconsistent with the labeling;

(3) apply known ineffective or improper materials;

(4) operate faulty or unsafe apparatus;

(5) operate in a faulty, careless or negligent manner;

(6) refuse or, after notice, neglect to comply with the provisions of the Pesticide Control Act or the rules and regulations adopted pursuant thereto;

(7) refuse or neglect to keep and maintain the records or to make reports when and as required by the Pesticide Control Act or rules and regulations adopted pursuant thereto;

(8) make false or fraudulent records, invoices or reports;

(9) engage in the business of applying a pesticide on the land of another without having a licensed applicator or operator in direct "on-the-job" supervision;

(10) use fraud or misrepresentation in making an application for a license or renewal of a license;

(11) refuse or neglect to comply with any limitation or restriction on or in a duly issued license or permit;

(12) aid or abet a licensed or an unlicensed person to evade any provision of the Pesticide Control Act, conspire with a licensed or an unlicensed person to evade the provisions of the Pesticide Control Act or allow one's license to be used by an unlicensed person;

(13) make false or misleading statements during or after an inspection concerning any infestation or infection of pests found on land;

(14) impersonate any state, county or city inspector or official;

(15) perform the type of pest control under the conditions and in the locality in which he operates or has operated, whether or not he has previously passed an examination, when not qualified;

(16) use, or supervise the use of, a pesticide which is restricted to use by certified applicators when not qualified as a certified applicator; or

(17) make pesticide recommendations or apply pesticides without having the proper certification or license.

C. Any person who has had a license, permit or certification denied, suspended or revoked by the department may request a hearing before the department. The request for a hearing shall be made within fifteen days of receipt of a certified letter notifying him of the department's action.

76-4-24. Surety bond or insurance required of commercial pesticide applicators.

The department shall not issue a commercial pesticide applicator license until the applicant has furnished evidence of financial responsibility with the department consisting either of a surety bond or a liability insurance policy or certification thereof, protecting persons who may suffer legal damages as a result of the operations of the applicant. However, the surety bond or liability insurance policy need not apply to damages or injury to land being worked upon by the applicant. The department shall not accept a surety bond or liability insurance policy except from authorized insurers or surplus line brokers authorized to do business in the state.

A. The amount of the surety bond or liability insurance as provided for in this section shall be set by the board. The surety bond or liability insurance shall be maintained, at a sum not less than that specified by the board, at all times during the license period. The department shall be notified ten days prior to any reduction made at the request of the applicant or cancellation of the surety bond or liability insurance by the surety or insurer. The department may accept a liability insurance policy or surety bond in the proper sum which has a deductible clause in an amount prescribed by the board. If the applicant has not satisfied the requirements of the deductible amount in any prior legal claim, such deductible clause shall not be accepted by the department unless the applicant furnishes the department with a surety bond or liability insurance which shall satisfy the amount of the deductible pertaining to all claims that may arise in his application of pesticides.

B. The applicator license shall, whenever the surety bond or insurance policy of the licensee is reduced below the requirements of the Pesticide Control Act and regulations adopted pursuant thereto, be automatically suspended until the surety bond or insurance policy again meets these requirements. The department may retrieve the license plates or decal of the licensee during the period of automatic suspension and return them only when the licensee has furnished the department with written proof that he is again in compliance.

C. Nothing in the Pesticide Control Act shall be construed to relieve any person from liability for any damage to the person or lands of another caused by the use of pesticides, even though such use conforms to the rules and regulations of the board.

76-4-25. Damaged person must file report of loss; contents; time of filing; effect of failure to file.

A. Any person suffering a loss or damage resulting from the use or application by others of any pesticide shall file with the department a verified report of loss setting forth, so far as known to the claimant, the following:

(1) the name and address of the claimant;
(2) the type of land alleged to be injured or damaged;
(3) the name of the person applying the pesticide and allegedly responsible;
(4) the name of the owner or occupant of the property for whom the pesticide application was made; and
(5) additional information as requested by the department.

B. The report must be filed within sixty days from the time that the loss or damage becomes known to the claimant. If a growing crop is alleged to have been damaged, the report must be filed prior to harvest of fifty percent of that crop, unless the loss or damage was not then known. The department may prepare a form to be furnished to persons making a report of alleged damages. This form shall contain other requirements as the department deems necessary. The department may, upon receipt of the alleged damage report, notify the licensee and the owner or lessee of the land or other person who may be charged with the responsibility, of the damages claimed, and furnish copies of the statements as may be requested. The department shall inspect damages whenever possible, and when they determine that the complaint has sufficient merit, they shall make the information available to the person claiming damage and to the person who is alleged to have caused the damage.

C. The filing of a report or the failure to file a report need not be alleged in any complaint which might be filed in a court of law, and the failure to file the report shall not be considered any bar to the maintenance of any action.

D. The failure to file the report shall not be a violation of this act. However, if the person failing to file the report is the only one injured from the use or application of a pesticide by others, the department may, when in the public

interest, refuse to hold a hearing for the denial, suspension or revocation of a license or permit issued under the Pesticide Control Act until the report is filed.

E. Where damage is alleged to have occurred, the claimant shall permit the department, the licensee and his representatives, such as bondsman or insurer, to observe and examine the lands or nontarget organism alleged to have been damaged. Failure of the claimant to permit the observation and examination of the damaged lands shall automatically bar the claim against the licensee.

76-4-26. Inspection of equipment.

A. The department shall provide for an annual inspection of any equipment used for the application of pesticides by a commercial pesticide applicator and may require repairs or other changes before the equipment is used to apply pesticides. A list of requirements that the equipment shall meet shall be provided by the department.

B. Any piece of equipment which fails inspection shall have affixed to it an out-of-order seal. The equipment shall not be put back into service until it has passed reinspection and the out-of-order seal is removed by the department. A prescribed inspection fee shall be charged for each reinspection.

76-4-27. License plates or decals for apparatus.

Each licensed apparatus shall be identified by a license plate or decal furnished by the department, at no cost to the licensee. The license plate or decal shall be affixed in a location and manner upon the application apparatus as prescribed by the department.

76-4-28. Farmer or rancher exemption.

Except for the use of restricted use pesticides the provisions of the Pesticide Control Act relating to licenses and requirements for their issuance shall not apply to any farmer or rancher owner of a ground or manual apparatus applying pesticides for himself or his farmer or rancher neighbors, when he:

A. operates farm or ranch property and operates and maintains pesticide application equipment primarily for his own use;

B. is not regularly engaged in the business of applying pesticides for hire amounting to a principal or regular occupation and he does not publicly solicit business as a pesticide applicator; or

C. operates his pesticide application equipment only in the vicinity of his own property and for the accommodation of his neighbors.

76-4-29. Repealed.

76-4-30. Discarding and storing of pesticides and pesticide containers.

No person shall discard, transport or distribute any pesticide or pesticide container in a manner that may cause injury to humans, vegetation, crops, livestock, wildlife or beneficial insects or pollute any waterway.

76-4-31. Access to public or private premises.

A. For the purpose of carrying out the provisions of the Pesticide Control Act, the department is authorized upon presentation of proper identification and with consent of the owner or by court order, to enter any public or private premises, in order to:

(1) inspect any apparatus subject to the Pesticide Control Act and the premises on which the apparatus is kept or stored;

(2) inspect lands actually or reported to be exposed to pesticides;

(3) inspect storage or disposal areas;

(4) inspect or investigate complaints of injury to humans or land;

(5) sample pesticides being applied or to be applied; or

(6) sample land, including agricultural products, for pesticide residues.

B. If it appears that a pesticide apparatus or device fails to comply with the provisions of the Pesticide Control Act or regulations adopted thereunder, and if the department contemplates instituting proceedings against any person, the department shall cause notice to be given to the person. Any person so notified shall be given an opportunity to present his views, either orally or in writing, with regard to the contemplated proceedings. If thereafter, in the opinion of the department, it appears that the provisions of the Pesticide Control Act or regulations adopted thereunder have been

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violated by the person, the department shall refer a copy of the results of the analysis or the examination of the pesticide apparatus or device to the district attorney for the county in which the violation occurred. It is the duty of the district attorney to whom any violation of the Pesticide Control Act is reported to cause appropriate proceedings to be instituted and prosecute in a court of competent jurisdiction without delay.

C. Nothing in the Pesticide Control Act shall be construed as requiring the department to report, for prosecution or the institution of condemnation proceedings, minor violations of the Pesticide Control Act when the department believes that the public interest will be best served by a notice of warning in writing.

D. Should the department be denied access to any land where access was sought for the purposes set forth in the Pesticide Control Act, they may apply to any court of competent jurisdiction for a search warrant for the purpose requested.

76-4-32. Classification of licenses.

A. The department may classify licenses to be issued under the Pesticide Control Act. Such classifications may include recommending pesticides to be used in or on land, including but not limited to agricultural crops, ornamentals, structures and noncrop land or to treat regulated products or equipment. If the licensee has a classified license, he shall be limited to practicing within such classification. Each classification shall be subject to separate testing procedures and requirements. No person shall be required to pay an additional license fee if he desires to be licensed in one or all of the license classifications.

B. The department may classify pesticide applicator and operator licenses to be issued under the Pesticide Control Act. the classifications may include, but not be limited to pest control operations, fumigators, ornamental or agricultural pesticide applicators or right-of-way pesticide applicators. Separate classifications may be specified for ground, aerial or manual methods used by any licensee to apply pesticides or to the use of pesticides to control pests. Each classification shall be subject to separate testing procedures and requirements. No person shall be required to pay an additional license fee if the person desires to be licensed in one or all of the license classifications.

76-4-33. Records.

A. Any person issued a license or permit under the provisions of the Pesticide Control Act shall keep such records as required by regulation of the board.

B. Commercial pesticide applicators licensed under the provisions of the Pesticide Control Act shall keep such records as prescribed by regulation of the board.

C. The department shall have access to the records at any reasonable time to copy or make copies of the records for the purpose of carrying out the provisions of the Pesticide Control Act. Unless required for the enforcement of the Pesticide Control Act, the information shall be confidential and, if summarized, shall not identify any individual person.

76-4-34. Penalties.

A. Any person violating any provision or requirement of the Pesticide Control Act or regulations adopted by the board pursuant to that act is guilty of a petty misdemeanor.

B. In addition to any other penalties imposed by the Pesticide Control Act, any person who willfully or repeatedly violates any provision of that act may be assessed by the court a civil penalty not to exceed one thousand dollars ($1,000) for each violation.

C. The board may bring an action to enjoin the violation or threatened violation of any provision of the Pesticide Control Act or any regulation made pursuant thereto in a court of competent jurisdiction of the county in which the violation occurs or is about to occur.

D. The department, acting as a law enforcement officer, is authorized to file a criminal complaint in a magistrate court for violations of the Pesticide Control Act or regulations adopted pursuant thereto and shall not be required to pay the docket fee.

76-4-35. Persons exempted from certain penalties.

A. The penalties provided for violations of Paragraphs (1) through (5) of Subsection A of Section 5 [76-4-5 NMSA 1978] of the Pesticide Control Act shall not apply to:

(1) any carrier while lawfully engaged in transporting a pesticide within this state, if such carrier shall, upon request, permit the department to copy all records showing the transactions in and movement of the pesticides or devices;

(2) public officials of this state and the federal government while engaged in the performance of their official duties in administering state or federal pesticide laws or regulations or while engaged in pesticide research; or

(3) the manufacturer or shipper of a pesticide for experimental use only by or under the supervision of an agency of this state or of the federal government authorized by law to conduct research in the field of pesticides if the manufacturer or shipper holds a valid experimental use permit issued by the department and by the United States environmental protection agency.

B. No pesticide or device shall be deemed in violation of the Pesticide Control Act when intended solely for export to a foreign country and when prepared or packed according to the specifications or directions of the purchaser. If not so exported, all the provisions of the Pesticide Control Act and regulations adopted thereunder shall apply.

76-4-36. Repealed.

76-4-37. Publication of information.

The department may publish, in the form it deems proper, results of products analyzed, based on official samples as compared with the guaranteed analysis and information concerning the distribution and use of pesticides. Individual distribution and use information shall not be a public record. The department may also publish results of samples analyzed for pesticide residues.

76-4-38. Cooperation.

The department may cooperate, receive grants-in-aid and enter into cooperative agreements with any agency of the federal government, of this state or its subdivisions, or with any agency of another state, in order to:

A. secure uniformity of regulations;

B. enter into cooperative agreements with the United States environmental protection agency to register pesticides under the authority of the Pesticide Control Act and the federal Environmental Pesticide Control Act;

C. cooperate in the enforcement of the federal Environmental Pesticide Control Act and regulations through the use of state or federal personnel and facilities or both and to implement cooperative enforcement programs including but not limited to the registration of pesticides, collection and analysis of pesticides and devices, inspection of storage facilities and certification of applicators;

D. enter into contracts with other agencies including federal agencies for the purpose of training pesticide dealers, pesticide management consultants, pesticide applicators or operators;

E. publish information and conduct short courses on the storage, transportation, distribution, application, use, registration and disposal of pesticides and devices and environmental implications thereof;

F. enter into contracts for either monitoring pesticides, or analyzing land, including agricultural products that will be consumed by any living organism other than plants, for pesticide residues, or both;

G. prepare and submit a state plan to meet federal certification standards including issuing experimental use permits; and

H. regulate pesticide applicators and operators.

76-4-39. Disposition of funds.

All moneys received by the department under the provisions of the Pesticide Control Act shall be expended for the purpose of carrying out the provisions of the Pesticide Control Act.

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Each flower room will utilize carbon filtered exhaust with Can 100 Filters, and Can 12" Max Fans in order to reduce outside odor. These units will run 24 hours a day providing odor mitigation and clean air circulation for worker safety.

In the dry room, trim room and dispensary room we plan to run the same filters and fans recirculating the air to reduce the smell and improve air quality. The Can 100 Filter has a maximum recirculating power rating of 1680 cfm and maximum exhaust rating of 840 cfm. The 12" Max Fan from Can Fan provides 1708 cfm to maximize air scrubbing in the facility. These units will be vented using hard metal ducting to maximize airflow and provide a tight seal.

Using flexible ducting can rip or breakdown over time allowing smell to leak out from facilities Shift New Mexico will hard duct all carbon filters to minimize all leaked odors. The Can Filters and Max Fans will be mounted to the ceiling using unistrut to pull out hot air as well as odor.

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Distribution Chain Narrative

Shift New Mexico intends on strategically aligning itself with already established medical cannabis distribution dispensaries as well as eventually servicing new emerging medical cannabis distribution businesses. It is Shift New Mexico's intentions to penetrate the New Mexico Medical Cannabis Program by way of communal partnerships with clear objectives on providing high quality medicine to Non-profit Licensed Producers, Caregivers, and New Mexico Department of Health Medical Cannabis Program patients. The following information is Shift New Mexico's preliminary targeted list of existing New Mexico medical cannabis distribution points to provide cannabis and cannabis-derived products:

Sacred Garden: 1300 Luisa Street Suite #1 Santa Fe, New Mexico 87505. Phone: (505) 216-9686 Email: admin@sacredgarden.com. From the Sacred Garden website: "At Sacred Garden, we support the needs of patients registered with the New Mexico Department of Health Medical Cannabis Program. We take pride in growing locally and naturally to provide a healthy and safe alternative to pharmaceutical drug therapies. Wellness is our ambition and our knowledgeable staff will help you find the most effective herbal remedies to support your medical needs. We invite you to visit with one of us to see what works best for you. We have many forms of medicinally dense options that can be effective in treating a host of medical conditions. We offer dried and cured flowering buds, natural and organic edible varieties, extractions, oils, topical creams, as well as mouth sprays, tinctures and more, so that your individual health needs may be met easily and effectively. Nature's medicine, as we call it, can work along with or as an effective alternative to the allopathic care you are receiving today. It is our pleasure to support your journey to health and a pain free life."

New Mexicann: 1592 San Mateo Lane Santa Fe, New Mexico 87505. Phone: (505) 982-2621 Email: info@newmexicann.org. From the New MexiCann website: "We are your one stop address for all your information needs on medical cannabis in New Mexico and elsewhere. Besides providing the forms you need to become a license patient or producer of medical cannabis in New Mexico, we offer information and links for growing medical cannabis, direction and recipes for alternative methods of ingestion (butters, tinctures, oils, cookies, brownies) and the latest news feeds on legal and policy changes for medical cannabis. Are you a veteran with a PTSD diagnosis from your VA psychiatrist but can't get a medical cannabis recommendation because the VA docs hands tied? Contact us, we will help you find a doctor outside the VA system. We hope you find everything you need for your medical cannabis needs on our site. Let us know if we have missed a piece or if you have a need that we have not addressed. With your help

and feedback, together we will build a community that will serve us all. May we all be healed!"

R. Greenleaf Organics: 2325 San Pedro NE Suite #2-D Albuquerque, New Mexico 87110. Phone: (505) 510-1717 Email: info@rgreenleaf.com. From the R. Greenleaf website: "We are a patient-centric non-profit organization specializing in the production and distribution of high-quality medical cannabis to the patients of the New Mexico Medical Cannabis Program. Our medicine is one hundred percent organic and is grown in soil. We are so confident that our medicine is of the highest quality that we offer a money back guarantee on all purchases."

Southwest Organic Producers: 3504 Montgomery Boulevard NE Albuquerque, New Mexico 87107. Phone: (505) 884-8221 Email: info@swopnm.com. From the Southwest Organic Producers website: "SWOP is a non-profit organization established in 2009, in order to provide organically produced, tested, safe and effective medicine. SWOP continues to be a pioneer in the New Mexico medical cannabis community by setting high quality standards and holding to a strict code of ethics. We pride ourselves in holding to these standards when it comes to testing our products and being able to consistently provide organically produced, safe, tested, and effective medicine. Our standards also carry over into our personal conduct and ongoing training within the organization that is reflected in how we treat and care for our patients. At SWOP in accordance with our mission to provide safe, quality medicine for our patients we always have and always will continue to test every harvest and every strain no only for THC, CBD and CBN potency, but for microbiology, E-coli, salmonella, mold, and yeast. In addition to testing, all of our medicine is processed, packaged, and sealed in tamper proof glass jars, all under strict sanitary conditions. We feel that as a producer testing and providing safe medicine is our greatest responsibility to our patients, and that patients themselves have a right to safe access to safe medicine and to know exactly what it is they are getting in their medicine."

Compassionate Distributors: 1216 Mechem Drive Ruidoso, New Mexico 88355 and 117 West Walnut Roswell, New Mexico 88203. Phone: (575) 258-1087 and (575) 622-6268 Email: customerservice@compassionatedistributors.com. From the Compassionate Distributors website: "Compassionate Distributors is located in Ruidoso, New Mexico. Please be sure to bring your MCP card and ID. We can't wait to meet you and show you our quality. We have a money back guarantee. If you are not happy with our medicine, bring it back and we will refund your money and donate the product to one of our board members who will be happy to have it! Here is our purpose, and the reason why we are who we are: To grow and distribute to medical cannabis patients approved by the New Mexico DOH high quality medical cannabis in fulfillment of the purpose of the Lynn and Erin Compassionate Use Act."

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MJ Express-O: 641 Thorpe Road Las Cruces, New Mexico 88007. Phone: (575) 541-5580. From the MJ Express-O website: "MJ Express-O is a licensed New Mexico producer. We are proud to provide top quality medical cannabis to patients with a current New Mexico Medical Cannabis ID card. We offer a variety of products, all of which have been grown indoors without the use of toxic chemicals or pesticides. We are committed to providing the best customer service and product to aid our patients in alleviating symptoms caused by debilitating medical conditions."

Red Barn Growers, Inc: Box 600 Gallup, New Mexico 87305. Phone: (505) 862-9707 Email: info@redbarngrowers.com. From the Red Barn Growers website: "Welcome to Red Barn Growers! We are proud to be a medical cannabis producer in the high desert of northwestern New Mexico. We received our producer's license in December of 2010 and are committed to providing quality marijuana to registered patients. We strive to provide excellent service and treat our patients with respect. With over 15 years of experience in the green industry, we look forward to brining our education and experience into the field of medication."

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Shift New Mexico recognizes and understands the need for the increased availability of medical cannabis for licensed patients outside of the Albuquerque/ Rio Rancho metro area. To ensure that all qualified patients have access to our medicine, delivery services will be provided in addition to direct access at our primary Santa Fe distribution location at 24 Bisbee Court. We chose Santa Fe for our first location for numerous strategic reasons, all of which are intended to promote cooperative regulator relations, engaging community outreach, conscientious safety and security, as well as sound business financial planning among others.

With Santa Fe home to the New Mexico house legislature, Shift New Mexico wanted to position itself in close proximity to the state politicians and regulating bodies of the New Mexico Department of Health Medical Cannabis Program (MCP). Initiating an open dialogue and developing professional relationships with district representatives from across the state is important to us in our mission to uphold the integrity and upstanding reputation that the MCP has already established. In addition to its governmental strengths, Santa Fe is also home to the members of our board of directors, which includes highly respected local attorneys, health care professionals, and patient advocates. Having our personnel so closely situated to the very policy makers and enforcement agencies tasked with defining and monitoring the MCP makes Shift New Mexico comfortable and confident in working with these groups to operate with the utmost compliance while simultaneously participating in the feedback process to further assist in the future evolution of the New Mexico Department of Health's Medical Cannabis Program.

Santa Fe is also known as the "Art Capital West of the Mississippi", and in that same vein Shift New Mexico is an organization that not only embraces the arts, but also supports artists and initiatives that seek to deliver and enrich colorful creativity in the community. In the same vein as cultural diversity, Shift New Mexico also acknowledges that an integral foundation to building such diversity is social awareness delivered through educational services. A confident and intelligent population is the crux of evoking political and social progress not just within an isolated community, but an entire state as well. While the arbiters of these practices and ideals may live and work in Santa Fe, their enthusiasm and motivations for assisting in the dissemination of information to their fellow New Mexicans is what makes Santa Fe and its outlying communities truly unique in their inclusionary nature.

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Our plan and design to provide access to high caliber cannabis to qualifying patients outside of Santa Fe county includes the future expansion of distribution centers into the town of Gallup located in McKinley County and the town of Las Cruces situated in Dona Ana County. In addition, Shift New Mexico will be offering a delivery services that will reach northeast into San Miguel County, specifically the town of Las Vegas, to the southeast region of the state to Chaves County, specifically the town of Roswell, as well as delivery services to the southern region of Sierra County, specifically the town of Truth and Consequences. Through our evaluation of the Medical Cannabis Patient Statistics Report and the Medical Cannabis Licensed Non-Profit Producers Report for 2014 Q4, both published on the New Mexico Department of Health's website, we have recognized that the aforementioned municipalities and geo-locales are severely under served and would benefit from having medicinal cannabis distribution points as well as a regular courier deliveries. By being centrally located in Santa Fe, Shift New Mexico will be able to logistically service all of the surrounding communities with relative ease, as Santa Fe is only three short hours from Roswell and just under four hours from Las Cruces. No matter the mileage or the time commitment, Shift New Mexico's primary production location in Santa Fe ensures relatively quick, same day delivery to qualified patients. The following map diagrams the targeted distribution locations mentioned above:

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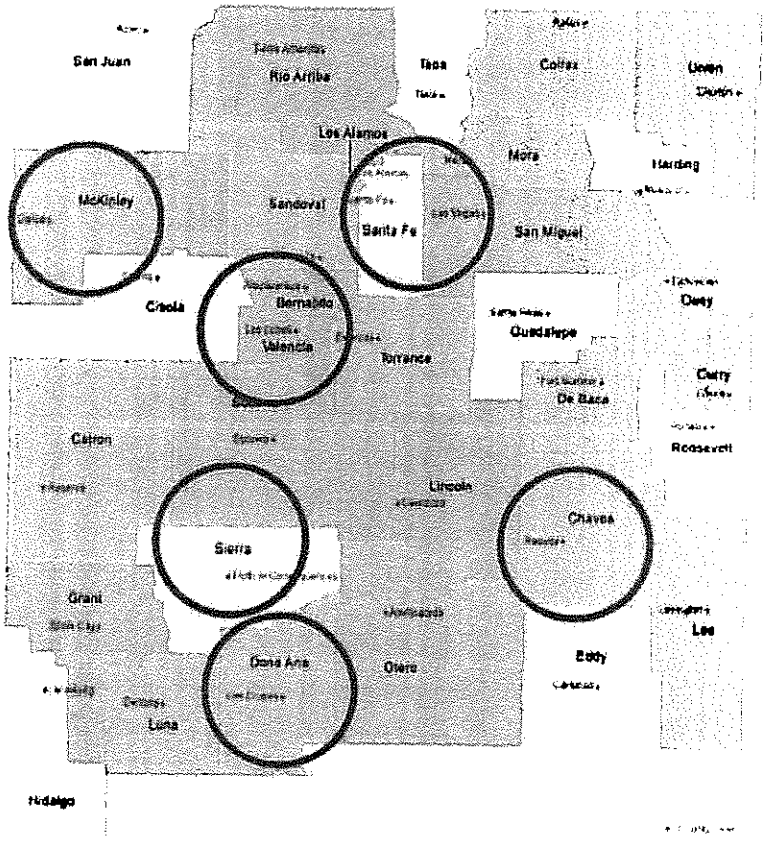

In addition to employing our own couriers and implementing our own delivery service, we also plan to utilize the already established courier company Hot Shot Services (HSS) Inc. located at 4111 Ellison St Albuquerque, NM 87109. They have been offering delivery services to New Mexico businesses and residents since 1989 and have recently enacted a "compassionate" delivery program to provide patients located in rural New Mexico areas immediate access to medicinal cannabis. Currently, Hot Shot Services provides "compassionate" delivery services for New MexICann Natural Medicine 1592 San Mateo lane, Santa Fe NM 87505.

While Shift New Mexico plans on implementing our own delivery service, we have a responsibility to our future patients to have an affiliate backup for emergency situations. Using Hot Shot services, Shift New Mexico will have the ability to provide same day and next day delivery in Santa Fe, Bernalillo, and Sandoval counties. All patients will be charged a $10 service charge for any Albuquerque / Rio Rancho metro delivery. For regional and rural deliveries, Hot Shot Services requires a $20 service fee

for any locations beyond the Albuquerque / Rio Rancho metro area. Couriers employed by Hot Shot Services will be instructed by Shift New Mexico to call the patient thirty minutes prior to delivery to ensure the patient has an adequate time to prepare for the transaction. Should a patient delivery appointment be unsuccessful, couriers will be instructed to destroy and disposed of the package contents and the patient will be alerted of non-delivery status. Patients will be notified prior to delivery that any products that are deemed "undeliverable" are non-refundable and will be destroyed.

Couriers for Shift New Mexico and Hot Shot Services are trained to deliver medical cannabis only to those individuals that are able to provide a valid department issued Patient ID card in conjunction with their state issued New Mexico driver's license and/or other state issued photo ID. No medical cannabis will be delivered unless the patient or primary caregiver can verify his/her identity for receipt of the package. If the package remains in Hot Shots Services' custody for more than six days, Hot Shots Services is directed to return the package to Shift New Mexico for proper destruction and disposal.

Shift New Mexico intends to provide patients in rural New Mexico areas with a safe location to purchase medicine as well as discuss dosage and effects. We feel that the current courier system is at odds with this goal and is somewhat flawed, putting patients and employees in potentially dangerous situations. By not providing a safe environment to purchase medicinal cannabis, many courier services require patients to meet in the parking lot of a large box store or in other public places. The nature of such public transactions diminishes the integrity, credibility, and perhaps most importantly, the image of medical cannabis. In addition to our plans to expand our physical distribution locations into Gallup and Las Cruces, Shift New Mexico would like to rent small office spaces in cities such as Roswell, Hobbs, Alamogordo, Clayton, and Truth or Consequences among others. Shift New Mexico employees will operate each location for two days to distribute medical cannabis and cannabis-derived products. This plan is contingent on approval from the Department of Health. By having a secure place to distribute cannabis, patients and employees are less exposed to a potentially dangerous situation. Additionally, we would like to establish a network of rural district attorney offices to facilitate the distribution and delivery of medical cannabis. Through this network of attorneys, we will have a clean and safe distribution point for patients and our employees in the

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physical space of their office. Moreover, the attorneys will also help our staff coordinate patient deliveries and patient outreach in areas that are more rural where patients may have trouble leaving their property and accessing their medicine.

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Cannabis & Cannabis-Derived Products: Anticipated Offerings

Initial Products – The Non-Profit, facing the public as the brand Shift New Mexico, will start off with cannabis flower varietals. Grown from available seed stock, the non-profit, after being licensed, intends to secure the Katsu Bubba, Gorilla Glue, Shishkaberry, Bubba Fett, Triangle OG, Purple Dream, Stardawg, Chupacabra, Moonshine Haze, Sweet Sweet and Good Medicine strains. While an in-house breeding program and continued genetic acquisition is in the overall production plan, these initial seeds will provide a full spectrum medicinal offering to our patients. They cover equatorial sativas, high mountain indicas, graded hybrids, and cannabidiol (CBD) emphasized varietals. In addition, the terpene profiles of these varietals cover all major spectrum areas ensuring we are able to work with physicians and patients to create the perfect treatment regimen and modalities for each individual customer.

Quality, consistency, and variety are the tenements of medical cannabis that Shift New Mexico prides its production, distribution, and patient education on. Theses principles are the core of our business model and will go uncompromised in our implementation of patient treatment options. Each patient's condition is specific and unique to them and their family support system. It is the mission of Shift New Mexico to ensure that all qualified patients not only have access to medical cannabis, but also to ensure that these patients' autonomy and right to access medicinal product options to best treat their diagnosis is available and affordable.

Tetrahydrocannabinol – Shift New Mexico will grow and breed various THC dominant strains. It has access to well-known strains such as Moonshine Haze, Bruce Banner varieties, and Blue Dream. High content THC strains are been shown in preliminary studies to effectively treat diagnoses such as cancer, chronic pain and inflammation, muscle spasms, eating disorders and post operative appetite stimulation, as well as cases of epilepsy.

Cannabidiol – Shift New Mexico will grow and breed various CBD dominant strains. It has access to the popular Charlotte's Web strain seen on Sanjay Gupta's CNN specials, as well as many higher CBD content strains. Some of these strains go as high as 50:1 THC:CBD and as low as 1:1 ratio. This product line is very important for children, elderly, and muscular/nerve afflictions and we intend to have a CBD varietal oil (kief/hash) and flower available at all times.

- Good Medicine
- Medicine Woman
- Charlotte's Web
- Charlotte's Cookies
- Tora Bora
- AC/DC
- Harlequin
- Cannatonic

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Contemplated Products – We will create kief via our trimming process and we will utilize a simple screen and drying process to create dry sieve hash concentrate. At no point will these products contain more than 70% THC.

Potential Future Products – The non-profit has access to operating procedures and protocols for Super Critical CO2 Hash Oil as well as Butane Hash Oil (BHO) and its management-contracted company has experience in Colorado and Illinois. Either of these oils can be made into tinctures, salves, transdermal patches, transmucosal sprays, gel cap pills, oil syringes, and standard ingestible edibles and baked goods.

Edibles – Edibles are becoming a more popular ingestion option for many patients who wish to avoid smoking or vaporizing medical cannabis. Edibles introduce different flavors to the patient that makes ingestion of their medicine more palatable and thus may increase patient compliance in sticking to their therapeutic regiment. Furthermore, edibles can be more approachable for the new medical cannabis patient who is still seeking approval either from themselves, their family and friends, or both. Eating medical cannabis does not carry the same age-old social stigmas and stereotypes that smoking cannabis has. For new patients, this can be comforting and thus makes them more confident in their choice to use medical cannabis.

Shift New Mexico intends to provide edible medical cannabis-derived products to is patient base. We will work with already existing New Mexico producers to better distribute edible products to patients who may otherwise not have access to these products. Furthermore, Shift New Mexico intends and has included in its overall business model to eventually produce its own edible medicinal cannabis-derived products that will feature diverse cannabinoid profiles and delectable flavors. Aside from our intentions of producing our own in-house cannabis-derived edible products, Shift New Mexico also plans on using its strategic alliances and business partners in the cannabis industry to bring more diversity to the medical cannabis patient base. Auntie Delores (www.AuntieDelores.com) is a California-based edible company that focuses on vegan, gluten and sugar free, as well as paleo-friendly offerings for patients with an emphasis on dietary considerations.

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Shift New Mexico recognizes and understands the need for the increased availability of medical cannabis for licensed patients outside of the Albuquerque/ Rio Rancho metro area. To ensure that all qualified patients have access to our medicine, delivery services will be provided in addition to direct access at our primary Santa Fe distribution location at 24 Bisbee Court. We chose Santa Fe for our first location for numerous strategic reasons, all of which are intended to promote cooperative regulator relations, engaging community outreach, conscientious safety and security, as well as sound business financial planning among others.

With Santa Fe home to the New Mexico house legislature, Shift New Mexico wanted to position itself in close proximity to the state politicians and regulating bodies of the New Mexico Department of Health Medical Cannabis Program (MCP). Initiating an open dialogue and developing professional relationships with district representatives from across the state is important to us in our mission to uphold the integrity and upstanding reputation that the MCP has already established. In addition to its governmental strengths, Santa Fe is also home to the members of our board of directors, which includes highly respected local attorneys, health care professionals, and patient advocates. Having our personnel so closely situated to the very policy makers and enforcement agencies tasked with defining and monitoring the MCP makes Shift New Mexico comfortable and confident in working with these groups to operate with the utmost compliance while simultaneously participating in the feedback process to further assist in the future evolution of the New Mexico Department of Health's Medical Cannabis Program.

Santa Fe is also known as the "Art Capital West of the Mississippi", and in that same vein Shift New Mexico is an organization that not only embraces the arts, but also supports artists and initiatives that seek to deliver and enrich colorful creativity in the community. In the same vein as cultural diversity, Shift New Mexico also acknowledges that an integral foundation to building such diversity is social awareness delivered through educational services. A confident and intelligent population is the crux of evoking political and social progress not just within an isolated community, but an entire state as well. While the arbiters of these practices and ideals may live and work in Santa Fe, their enthusiasm and motivations for assisting in the dissemination of information to their fellow New Mexicans is what makes Santa Fe and its outlying communities truly unique in their inclusionary nature.

Our plan and design to provide access to high caliber cannabis to qualifying patients outside of Santa Fe county includes the future expansion of distribution centers into the town of Gallup located in McKinley County and the town of Las Cruces situated in Dona Ana County. In addition, Shift New Mexico will be offering

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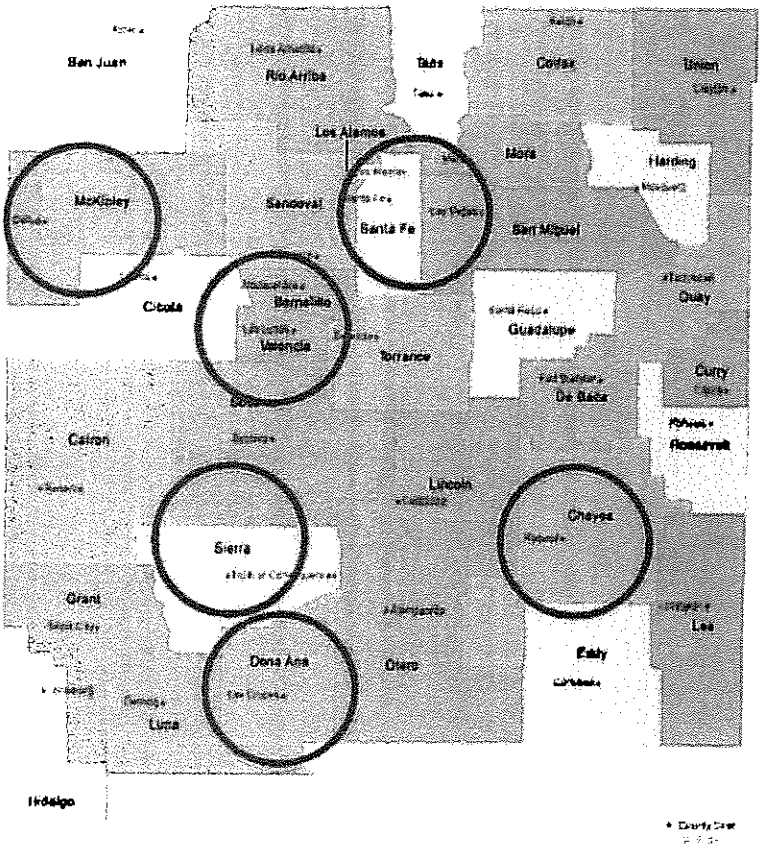
a delivery service that will reach northeast into San Miguel County, specifically the town of Las Vegas, to the southeast region of the state to Chaves County, specifically the town of Roswell, as well as delivery services to the southern region of Sierra County, specifically the town of Truth and Consequences. Through our evaluation of the Medical Cannabis Patient Statistics Report and the Medical Cannabis Licensed Non-Profit Producers Report for 2014 Q4, both published on the New Mexico Department of Health's website, we have recognized that the aforementioned municipalities and geo-locales are severely under served and would benefit from having medicinal cannabis distribution points as well as a regular courier deliveries. By being centrally located in Santa Fe, Shift New Mexico will be able to logistically service all of the surrounding communities with relative ease, as Santa Fe is only three short hours from Roswell and just under four hours from Las Cruces. No matter the mileage or the time commitment, Shift New Mexico's primary production location in Santa Fe ensures relatively quick, same day delivery to qualified patients. The following map diagrams the targeted distribution locations mentioned above:



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In addition to employing our own couriers and implementing our own delivery service, we also plan to utilize the already established courier company Hot Shot Services (HSS) Inc. located at 4111 Ellison St Albuquerque, NM 87109. They have been offering delivery services to New Mexico businesses and residents since 1989 and have recently enacted a "compassionate" delivery program to provide patients located in rural New Mexico areas immediate access to medicinal cannabis. Currently, Hot Shot Services provides "compassionate" delivery services for New MexiCann Natural Medicine 1592 San Mateo lane, Santa Fe NM 87505.

While Shift New Mexico plans on implementing our own delivery service, we have a responsibility to our future patients to have an affiliate backup for emergency situations. Using Hot Shot services, Shift New Mexico will have the ability to provide same day and next day delivery in Santa Fe, Bernalillo, and Sandoval counties. All patients will be charged a $10 service charge for any Albuquerque / Rio Rancho metro delivery. For regional and rural deliveries, Hot Shot Services requires a $20 service fee for any locations beyond the Albuquerque / Rio Rancho metro area. Couriers employed by Hot Shot Services will be instructed by Shift New Mexico to call the patient thirty minutes prior to delivery to ensure the patient has an adequate time to prepare for the transaction. Should a patient delivery appointment be unsuccessful, couriers will be instructed to destroy and dispose of the package contents and the patient will be alerted of non-delivery status. Patients will be notified prior to delivery that any products that are deemed "undeliverable" are non-refundable and will be destroyed.

Couriers for Shift New Mexico and Hot Shot Services are trained to deliver medical cannabis only to those individuals that are able to provide a valid department issued Patient ID card in conjunction with their state issued New Mexico driver's license and/or other state issued photo ID. No medical cannabis will be delivered unless the patient or primary caregiver can verify his/her identity for receipt of the package. If the package remains in Hot Shots Services' custody for more than six days, Hot Shots Services is directed to return the package to Shift New Mexico for proper destruction and disposal.

Shift New Mexico intends to provide patients in rural New Mexico areas with a safe location to purchase medicine as well as discuss dosage and effects. With some courier services and existing licensed non-profit producers failing to provide a safe environment to purchase medicinal cannabis. Many courier services have in the past required patients to meet in the parking lot of a large box store or in other public places. The nature of such public transactions diminishes the integrity, credibility, and perhaps most importantly, the image of medical cannabis. In addition to our plans to expand our physical distribution locations into Gallup and Las Cruces, Shift New Mexico would like to rent small office spaces in cities such as

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Shift NEW MEXICO

Roswell, Hobbs, Alamogordo, Clayton, and Truth or Consequences among others. Shift New Mexico employees will operate each location for two days to distribute medical cannabis and cannabis-derived products. This plan is contingent on approval from the Department of Health. By having a secure place to distribute cannabis, patients and employees are less exposed to a potentially dangerous situation. Additionally, we would like to establish a network of rural district attorney offices to facilitate the distribution and delivery of medical cannabis. Through this network of attorneys, we will have a clean and safe distribution point for patients and our employees in the physical space of their office. Moreover, the attorneys will also help our staff coordinate patient deliveries and patient outreach in areas that are more rural where patients may have trouble leaving their property and accessing their medicine. Of course, this type of program needs to be carefully constructed with the Department of Health and Medical Cannabis Program assistance, one of the reasons Shift New Mexico has chosen Santa Fe as our hub. With our Executive Director and board members' legal connections, we feel that we have the framework for a very safe, effective, and responsible future distribution plan.

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Shift NEW MEXICO

For delivery, we will be utilizing one of our employees, John Watson, for monthly deliveries. Mr. Watson is a native New Mexican who has a long history in agriculture and animal husbandry. We feel his knowledge of the state and our people will be indispensable in interacting with and educating patients along his delivery routes. Mr. Watson will be representing Shift Co. as our mobile dispensary, this means he will be providing not only cannabis and cannabis infused products but educational material as well. We want our patient base to feel that they are just as valued as our patients in Santa Fe.

Shift New Mexico and Mr. Watson will adhere to all regulations in NMAC 7.34.4.17

Our fee structure will be based on an average of what other producers are charging for delivery.

- Any delivery within the Santa Fe metro area will be subject to a $10.00 charge.
- Any delivery within the Albuquerque metro area will be subject to a $15.00 charge.
- Any delivery within two hundred (200) miles will be subject to a $20.00 charge.
- Any delivery within three hundred (300) miles will be subject to a $30.00 charge.
- Anything greater than three hundred twenty five (325) miles will be subject to a $50.00 charge.

Our delivery schedule will be divided into regions. Deliveries will be made during the day on the weekend. The driver will call thirty (30) minutes prior to delivery.

The first weekend of the month we will provide delivery services to the southwest region including:

- Catron county
- Dona Ana county
- Sierra county
- Luna county

The second weekend of the month we will provide delivery services to the northwest region including:

- Mckinley county
- Cibola county
- Sandoval county
- Rio Arriba county

The third weekend of the month we will provide delivery services to the southeast region including:

- Otero county

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Shift NEW MEXICO

- Lea county
- Chaves county
- Roosevelt county

The fourth weekend of the month we will provide delivery services to the northeast region including:

- Colfax county
- Union county
- Quay county
- Harding county

In some cases our delivery services will not be available during certain times of the month. This can seriously impact the quality of health of our patients. In order to maintain constant contact and availability with our rural patients, we will offer delivery from Hot Shot Services Inc., 4111 Ellison St. Albuquerque. Hot Shot Services provides a "compassionate" delivery program in conjunction with their regular services.

Attached is a letter of intent from Hot Shot Services and KeyWay Inc. for a delivery plan and price structure.

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MEMORANDUM OF AGREEMENT BETWEEN
KEYWAY INC.
AND
HOT SHOT SERVICES, INC.

The following terms agreed upon by the signers cannot be changed without notice, knowledge and written consent of both parties.

1. PARTIES. The parties to this Agreement are KEYWAY INC. located at 24 Bisbee Ct, Santa Fe, NM 87508 and HOT SHOT SERVICES (HSS) located at 4111 Ellison NE, Albuquerque, NM 87109.

2. AUTHORITY. This Agreement is authorized under the authority the representatives of each organization listed below.

3. PURPOSE. The purpose of this Agreement is to set forth terms by which KEYWAY INC. and HSS will provide worry-free delivery and pick up (cross dock) services to patients registered with the Department of Health Medical Cannabis Program.

PRICING

1. Metro Albuquerque / Rio Rancho-Same Day* service until 9:00 PM offered seven days a week.
   $10.00 + FSC + COD ($5.50) fee if applicable.
2. Metro Santa Fe -Same Day* Service until 5 PM (Monday – Friday)
   $10.00 + FSC + COD ($5.50) fee if applicable.
3. Next Day** Service to any location we service.
   $20 + FSC + COD ($5.50) fee if applicable.

We offer scheduled service Monday – Friday to the following locations:

Alamogordo
Albuquerque
Aztec
Belen
Bernalillo
Bloomfield
Cedar Crest
Edgewood
Espanola
Farmington
Gallup
Grants
Los Alamos
Los Lunas
Moriarity
Ruidoso
Santa Fe
Socorro
Taos
Tijeras

Service on Tuesday & Thursday to:
Las Cruces

***Same Day Service:**
Have Your Orders ready by 10 AM in Santa Fe and 3 PM in Albuquerque and we will delivery by the above time frames.
****Next Day Service:**

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Place your orders online and have them ready for our courier to pick up by 9AM and we will deliver to your patient the next business day by 5PM.

Some Restrictions will apply and there will be COD fees of $5.50 & arrangements.

4. RESPONSIBILITIES. The following sections outline specific responsibilities required by this Agreement.

Packages will be picked up by a designated HSS driver and delivered to HSS at 4111 Ellison Blvd NE, Albuquerque NM 87109. HSS will place them in a secured area used to secure other pharmaceutical products at HSS. Package labels will specify the patient name and day/time of pickup or delivery.

Packages for deliveries will be assigned to drivers/routes. Packaging must comply with 7.34.4 NMAC Regulations.

At each delivery point the driver must check the patient's Medical CANNABIS ID (MMID) the patients Government issued photo ID, i.e. driver's license or other state issued picture ID or a Military ID or a Passport. Patient will sign for the delivery. Driver must document that they have inspected both required IDs.

Only the patient or their caregiver can sign for the product. Caregivers will have a MMID stating they are the patient's caregiver; driver must also ask for caregivers photo ID. Driver must document that they have inspected the caregivers IDs.

HSS will provide an email delivery confirmation documenting the patient (or caregiver) signature and receipt of the package. The date and time of delivery will be noted by the driver at the time the package signature is received.

Drivers cannot leave freight at any location for any reason; if they get to a delivery point and the patient and/or their caregiver is not available they need to call HSS Dispatch. HSS Dispatch will call KEYWAY INC. to get an authorization to return the freight.

Drivers must return all undelivered freight to HSS where the dispatcher will sign the driver's manifest showing that the dispatcher received the returned freight and put the freight in the secure drug cage. Dispatch will fill out an RDL (Returned, Damage or Lost) form. If HSS is not given notice to redeliver freight to their client it will be returned to KEYWAY INC.

HSS will contact KEYWAY INC. ***for any questions, concerns or issues that may come up while HSS is in the process of delivering product.*** KEYWAY INC. ***will have someone staffing their phones the entire day that HSS is delivering product in case HSS needs to contact them. Patients should not contact HSS directly; they should contact*** KEYWAY INC. ***and*** KEYWAY INC. ***will contact us if there are any questions, concerns or issues with a delivery.***

HSS will provide training for all drivers that will provide deliver services to KEYWAY INC. and they will be coached in the HIPAA rules of confidentiality. In addition all HSS drivers will sign an agreement stating

RFA.D
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that they understand that the freight they are delivering and the locations they deliver to must remain confidential. If they violate this agreement they will be prosecuted to the full extent of the law.

5. BILLING: Accurate and timely billing will be sent weekly to KEYWAY INC. to the address below. Bills will contain all deliveries performed during the stated period. Bills will be paid within 15 days.

Hot Shot Services, Inc.
P.O. Box 27415
Albuquerque, NM 87125

6. EFFECTIVE DATE. This Agreement is effective upon signature of both parties.

7. MODIFICATION AND REVIEW. This Agreement may be modified only upon the mutual written consent of the parties.

8. TERMINATION: This Agreement will be terminated under the following conditions:

a) If KEYWAY INC. is unable to prove that they have been licensed with the Department of Health to Manufacture/Produce products as described in 7.34.4 NMAC.
b) KEYWAY INC. is denied credit by Hot Shot Services for any reason.
c) If either Hot Shot Services or KEYWAY INC. choose to terminate the agreement for any reason. An Intent to terminate this agreement must be submitted in writing to the other party a minimum of 30 days prior to termination date.

APPROVED BY:

Melissa Lee Dawson, Compliance Officer, Hot Shot Services, Inc. 4111 Ellison NE, Albuquerque, NM 87109

Signature 4/29/15 Date

Matt Clarke Esq., KeyWay, Inc. 24 Bisbee CT, Santa Fe, NM 87508

Signature 4/29/15 Date

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3

HOT SHOT SERVICES, INC.

THE DELIVERY COMPANY

Jonathan Andujo
New Mexico Sales Representative

4111 Ellison NE
Albuquerque, NM 87109
jandujo@hotshotservices.com

Cell (505) 331.9881
Office (505) 273.5367

ABQ — PHX — SJC — PDX — DEN

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3

HOT SHOT SERVICES, INC.

THE DELIVERY COMPANY

Melissa Lee Dawson
Compliance Officer

Cell (505) 917.5623
Office (505) 344.5440

4111 Ellison NE
Albuquerque, NM 87109
mdawson@hotshotservices.com

ALBUQUERQUE, NM · PHOENIX, AZ · BAY AREA, CA · PORTLAND, OR

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Shift NEW MEXICO

Shift New Mexico

Marketing Plan

First and foremost we will make relationships with other Licensed Non-Profit Producers (LNPP) across the state. We will demonstrate our ability to produce a harvest on schedule and with consistency. Shift New Mexico will then offer wholesale prices that are competitive to the market but with much greater quality. We will utilize these wholesale revenues to stabilize the non-profit while we are gaining our own patient base.

Our marketing efforts will consist primarily of education symposiums and one-on-one interactions with local physicians. We intend to demonstrate our quality control measures (with tours for doctors if allowable) and our acumen in cannabis training. From training our staff to teaching our patients, we will allow the physicians to see that we have the products necessary to treat their varied patients and we have the staff available to serve them appropriately for their needs. We will provide brochures to physician offices, and we will focus our efforts on presenting medical information on our website: shiftnewmexico.com. In this same vein, we will also be conducting and facilitating patient outreach groups and workshops. These seminars will consist of qualified health professionals and experienced cannabis consumers leading group discussions and answering questions regarding not only Shift New Mexico's products and procedures, but also touching base on the current climate of the New Mexico MCP and that of the nation on the whole.

We will utilize online portals such as leafly.com and kindreviews.com for presenting our in stock menu to the patients. Each patient that comes to our facility will be directed to these resources so they may stay up to date and current on our menu offerings.

Word of mouth is the single largest source of cannabis patients across the country. We will utilize this metric to our advantage by asking our patients to speak about our quality. Patients tend to congregate online and in person and we expect them to talk about the quality of the products and service they receive. Positive recommendations and referrals will earn our dispensary the reputation and business our efforts deserve.

Social media platforms are effective modalities to apprise patients of inventory offerings, news bulletins, and promotional events. Shift New Mexico intends on having a strong social media presence on outlets such as Facebook, Instagram, Twitter, Pintrest, Reddit, and other sites that we feel our patient base connects with for information and entertainment. Engaging in social media practices in a responsible and professional manner is important to Shift New Mexico, therefore all content including articles, photos, and videos will be double-checked before disseminating on the internet. The usage parameters surrounding social media engagement are further outlined in the Shift New Mexico employee policies and procedures.

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Shift NEW MEXICO

ABOUT | MEDICINE | DOCTORS | MEMBERS | BLOG | CONTACT

THE LEADER IN RESPONSIBLE
MEDICAL CANNABIS DISTRIBUTION.

Shift's new medical dispensary
now open.

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MON-FRI - 11 AM TO 7 PM | SAT & SUN- 11 AM TO 6 PM

1001 MAIN STEET
YOUR TOWN, NM 80033

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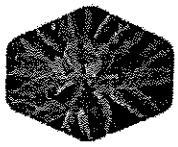
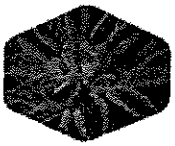
Current Medicine



KOSHER KUSH
INDICA



KOSHER KUSH
INDICA

KOSHER KUSH
INDICA

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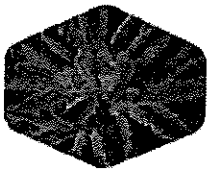
SIGN UP FOR OUR INFO & NEWS

Sign up to stay informed of the latest News and info from Shift.

EMAIL SUBMIT

Featured Strain



KOSHER KUSH
INDICA

A cross between Bubba Kush and OG Kush. Sparsely spherical buds with a sweet, deep earthy aroma. This med-weight indica strain is suiting for those seeking relief from social anxiety and moderate pain.

LEARN MORE

"LOREM IPSUM DOLOR SIT AMETCONSECTETUR ELIT. PELLENTESQUE UT DIAM EU METUS"

- FIRST LASTNAME

Shift

QUICK LINKS
ABOUT US
MEDICINE
DOCTORS
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OUR INFO
MONFRI - 11 AM TO 7 PM
SAT & SUN - 11 AM TO 6 PM

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Our mission

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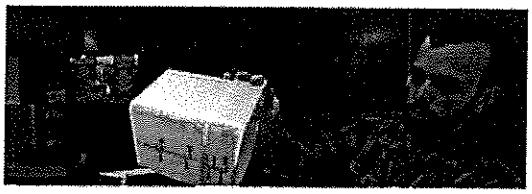
History of Shift



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Shift Mates

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SHIFT MEMBERS

"Shift's process ensures that everything is done to the highest quality from start to finish."

Member Benefits

PROMOTION IF APPLICABLE

PROMOTION IF APPLICABLE

PROMOTION IF APPLICABLE

PROMOTION IF APPLICABLE

PROMOTION IF APPLICABLE

Shift values and cares for our patients at the highest level. We offer knowledgeable staff in every position and direct access to ownership.

We encourage and ask for feedback related to your condition and provide a professional environment for consultations. Shift patients have come to expect the best quality in medicine available in the New Mexico market – in a convenient and discreet location. Let us show you how to "Live the Dream" because we know you're worth it!

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OUR MENU

Current Medicine

KOSHER KUSH
INDICA

KOSHER KUSH
INDICA
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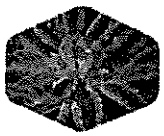

KOSHER KUSH
INDICA
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Flowers

SHOW ALL HYBRID INDICA SATIVA

KOSHER KUSH INDICA	GRAM	$13.00
KOSHER KUSH INDICA	GRAM	$13.00
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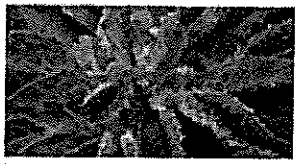

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Shift NEW MEXICO

ABOUT · MEDICINE · DOCTORS · MEMBERS · BLOG · CONTACT

KOSHER KUSH

INDICA

GRAM [illegible]

STRAIN TYPE
[illegible]

LINEAGE
[illegible]

DESCRIPTION
[illegible]

EFFECTS
[illegible]

STRAIN STORY
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ORIGIN
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LINEAGE
[illegible]

AROMA
[illegible]

FLAVOR
[illegible]

FLOWERING TIME
[illegible] Days

PREFERRED GROW MEDIUM
[illegible]

SEED/CLONE?
[illegible]

SIGN UP FOR OUR NEWS & INFO
Sign up to stay informed of the latest News & Info from Shift.

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Related Strains

KOSHER KUSH
INDICA
A cross between Bubba Kush and OG Kush. Sparkly spherical buds with a sweet, deep earthy aroma. This med weight indica strain is suiting for those seeking relief from social anxiety and moderate pain.
[illegible]
LEARN MORE

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INDICA
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[illegible]
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Shift NEW MEXICO

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THE SHIFT BLOG

What's happening in the Shift world?

BLOG CATEGORIES

CATEGORY 1 CATEGORY 2 CATEGORY 3

Vellore Caballero Is Living the Dream

May 9, 2012, Category 1

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A Time for Legislation

May 9, 2012, Category 1

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Vellore Caballero Is Living the Dream

May 9, 2012, Category 1

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A Time for Legislation

May 9, 2012, Category 1

Lorem ipsum dolor sit amet, consectetur adipiscing elit. In ut nulla ut lectus imperdiet venenatis. Phasellus mi magna, aliquet in accumsan vitae, viverra eget lectus. Morbi fermentum augue et ...

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Vellore Caballero Is Living the Dream

May 9, 2012, Category 1

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A Time for Legislation

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Shift

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BLOG

Learn more about Shift's process, the industry, and how you can get the most out of your medicine.

BLOG CATEGORIES

CATEGORY 1 CATEGORY 2 CATEGORY 3

A TIME FOR LEGISLATION

MAY 9, 2012, SUB CATEGORY 3

It seems every year around this time we see a lot of fast-paced legislative actions and agendas and this year is no different. Nationally, three congress(wo)men have introduced an amendment to a bill being debated that would effectively cut off funding for the Department of Justice to perform medical marijuana raids in legally permitting states. You can read more about the bill/amendment and how you can take action here.

At the same time, Colorado was coming to a vote of the so-called "Per Se DUID Bill" regarding the 5 nanogram of THC limit for driving impaired rule. In an akward and ugly turn, though favorable for the industry, the Republican controlled House decided to close the legislative session early to avoid having to vote on a Colorado Gay Rights to Civil Unions Bill. The closure left 30 bills scheduled for vote out in the cold, including the DUID bill. For now, Colorado MMJ patients retain their rights to prove their level of alleged intoxication in a court of law in front of a jury of their peers, as it should be.

Update 5/15/2012: After a few days of worry that the "Per Se DUID Bill" would be passed in the special legislative session the measure has once again been tabled. There was concern that a Republican controlled Congress would pass the measure but when Nancy Spence (R) decided to carry on with her vacation plans despite the special session the vote ended in a tie. So once again, for now, Colorado MMJ patients retain their rights to prove their level of alleged intoxication in a court of law in front of a jury of their peers.

For more information go here.

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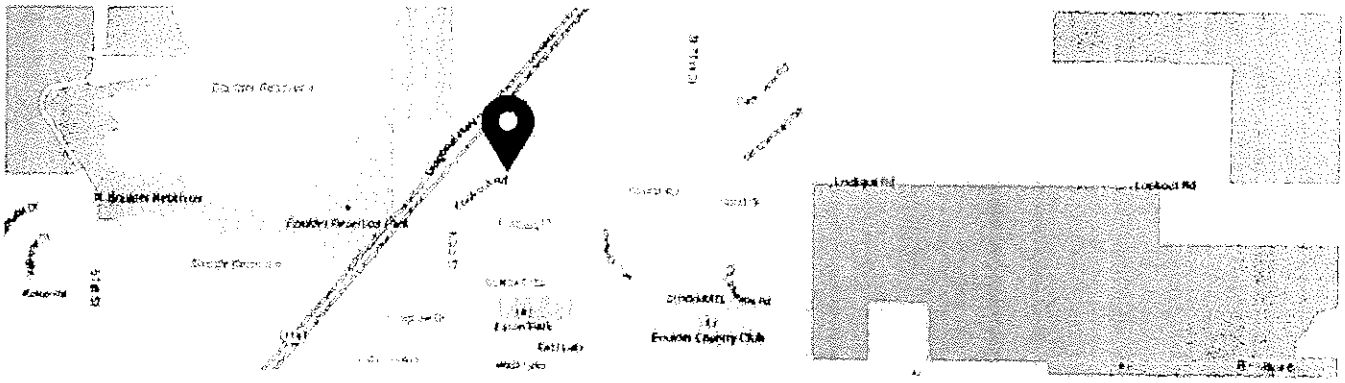

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info@ShiftNewMexico.com

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Hi, my name is _____ _____ and I have
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and my phone number is _____. Please contact
Phone Number
me via EMAIL ▼ . I'm looking forward to talking soon.

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Shift NEW MEXICO

Cannabidiol (CBD) Strains at Shift New Mexico

CBD, a non-psychoactive cannabinoid found in cannabis, is becoming widely popular among those with debilitating medical conditions including those with PTSD and children with epilepsy, nutritionists, and those seeking a less buzzy, more grounded cannabis experience. It is quickly gaining the attention of doctors, the media, and lawmakers that are piggybacking their election campaign on legalization. It can be suggested that it won't be long before the whole nation is able to grow pure CBD strains. There is a federal bill co-sponsored by over a dozen House representatives in Congress that is aimed at legalizing CBD right now. Cannabis, and CBD particularly, is becoming a household name.

Shift New Mexico is proud to offer a versatile collection of CBD dominant strains. Each one exhibits traits unique to the strain and offer differing medicinal properties. Some are extremely fragrant, indicating a prevalence of medicinal terpenes. Others are sparse in trichome coverage while growing and offer subdued psychoactive medicinal benefits and some are very potent, high-dose sources of CBD and thus have been made famous for treating hundreds, if not thousands, of patients nationwide.

AC/DC: 20:1 CBD

AC/DC is a phenotype of Cannatonic. In the garden, AC/DC is a bushy sativa and grows akin to Golden Goat and Sweet Sweet. Its leaves are so thin they feel like feathers when you brush against them. This cut has been circulating through California for several years. AC/DC smells like lemongrass and fresh hay.

Charlotte's Cookies: 2:1 CBD

We believe Charlotte's Cookies is a Girl Scout Cookies s1 x New Jack City, but we aren't 100% sure because the original may have been mislabeled. It grows very similar to Girl Scout Cookies, with a slightly more sativa bud structure. The leaves are very jagged and they always have more fingers than the traditional Girl Scout Cookies. It's always very surprising that it smells like cheese when dry because it smells like berries and cream before harvest. At only 8 % CBD and 4% THC by weight, this flower is less potent than the traditional collection at Shift New Mexico but offers a low-psychoactive yet flavorful experience. Charlotte's Cookies is found occasionally on the flower menu at Shift New Mexico and is often used for oil processing to give THC heavy extracts a wider spectrum of terpenes and cannabinoids.

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Shift NEW MEXICO

Tora Bora: 2:1 CBD

Tora Bora is Reserva Privada's L.A. Confidential crossed with X18. It was not intended to be a CBD strain but the old school genetics of L.A. Confidential (pure Afghan) and X18 (pure Pakistani) has led at least one high CBD phenotype to be isolated and grown medicinally. Tora Bora grows very vigorously with Pakistani dominant structure and hand grenade size flowers that resemble Afghan buds but bigger and looser. The leaves turn purple very early, usually only half way through flowering. It smells like berries and chocolate at the end of flowering. Tora Bora is yet to hit the shelves at Shift New Mexico but many anticipate this strain to deliver a subdued psychoactive effect while emphasizing terpenes and wide-spectrum relief. This strain was awarded Best CBD Flower in the 2015 Denver High Times Cannabis Cup.

Good Medicine: 1-1.5:1 CBD

Good Medicine was bred by Bodhi Seeds in California and is a Harlequin female, Appalachian male cross. Bodhi developed such knockout high-THC strains like Prayer Tower, Buddha's Hand and Tigers Milk. Good Medicine is one of the bushiest plants in the garden with softly serrated egg shaped leaves. It produces huge colas for its small stature. When selected, our phenotype was originally named Happy 10 due to the preliminary flower tests coming out at 10% CBD and 10% THC. The ripened flowers smell fruity with musky, earthy after tones.

Medicine Woman: 13:1 CBD

Medicine Woman is a very vigorous sativa strain. Its origins come from a confidential CBD breeding project of which details are very limited. Because the plant grows and looks like hemp, the gardeners at Shift New Mexico speculate that it was a high CBD hemp female that was pollinated with desirable traits to grow indoors. Medicine Woman is very stretchy with sparse sativa leaves, stalks strong enough to break lopper blades, and buds that finish in 12 weeks or later. The best time to harvest for peak cannabinoids is at day 60, or at 8 weeks, well before it is done flowering. Therefore, the flowers aren't featured at Shift New Mexico but the strain is entirely reserved for oil production. Medicine Woman featured at Shift New Mexico is activated and extracted with CO2 by Oil Stix. Medicine Woman carries a lemon zest perfume and could contain a significant amount of the mood-lifting terpene, limonene.

Charlotte's Web: 20:1 CBD

Charlotte's Web was made famous by Charlotte Figi, a child who experienced a dramatic decrease in the frequency of her seizures after consuming cannabis oil extracted from this strain. In the garden, Charlotte's Web is officially the slowest growing plant in the garden. It has very unique leaves. Charlotte's Web has a genetic abnormality that causes the leaves to be heavily variegated, or striped with shades of white yellow and green, which could be an indicator of why it grows so slow. It can't photosynthesize properly.

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Shift NEW MEXICO

Charlotte's Web grows like a pure Afghan, short and stout with non-fibrous stalks. Ironically, it as far from the traditional hemp sativa structure as you could achieve, but the flowers are still CBD rich. The flowers smell like purple candy Now-and- Laters and finish covered in trichomes. There is a very interesting backstory about the cut. It is not technically the famous Charlotte's Web, also known as R4 when it was selected from the Stanley Brothers breeding project. It is actually R5, a sister seed from the same project with the exact same parents. Almost an identical twin, R5 has a very similar growth pattern and cannabinoid spectrum to R4. Hence, it is still called Charlotte's Web just as there are numerous Chem Dawgs, Skunks and other strains that are ordered numerically. Charlotte's Web from Shift New Mexico is available as pure CO2 oil extracted by Oil Stix. At 80% cannabinoids per gram of concentrate, and grown without synthetic pesticides or fungicides this is the purest CBD product available at Shift New Mexico.

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ANALGESIC	CBC, CBD, CBGA, D9-THC, D8-THC, THCA-C4, THCVA, CBLA, CBNA, Linalool, Myrcene	Relieves pain
ANORECTIC	THCV	Weight loss
ANTIBACTERIAL	CBD, CBGA, CBG	Slows bacteria growth
ANTI-DIABETIC	CBD	Reduces blood sugar levels
ANTIDEPRESSANT	Limonene	Relieves symptoms of depression
ANTI-EMETIC	D9-THC, CBD	Reduces vomiting and nausea
ANTI-EPILEPTIC	THCV, CBD, Linalool	Reduce seizures and convulsions
ANTIFUNGAL	CBCA, Caryophyllene Oxide, Limonene	Treats fungal infection
ANTI-INFLAMMATORY	CBDA, CBD, CBCA, CBC, CBGA, Alpha-Pinene, Myrcene, Trans-Caryophyllene	Reduces inflammation
ANTI-INSOMNIA	THCA, CBG	Aids sleep
ANTI-ISCHEMIC	CBD	Reduces risk of artery blockage
ANTI-PROLIFERATIVE	THCA, CBDA, CBD, CBC, CBG, Limonene	Inhibits cancer cell growth
ANTIPSIORATIC	CBD	Treats psoriasis
ANTIPSYCHOTIC	CBD, Linalool, Myrcene	Tranquilizing
ANTISPASMODIC	THCA, D9-THC, CBD, Myrcene	Suppresses muscle spasms
ANXIOLITIC	CBD, Linalool, Limonene	Relieves anxiety
APPETITE STIMULANT	D9-THC	Stimulates appetite
BONE STIMULANT	THCV, CBD, CBC, CBG	Promotes bone growth
GASTRO-OESOPHAGEAL REFLUX	Limonene	Reduces acid reflux
IMMUNOSTIMULANT	Limonene	Stimulates the immune system
IMMUNOSUPPRESSIVE	CBD	Reduces function in the immune system
INTESTINAL ANTI-PROKINETIC	CBD	Reduces small intestine contractions
NEUROPROTECTIVE	CBD	Retards nervous system degeneration
VASORELAXANT	CBD	Reduces vascular tension

DISCLAIMER: The information on this poster is not intended to replace a one-on-one relationship with a qualified health care professional and is not intended as medical advice. Please consult a medical health care professional before making any decisions regarding your use of medical cannabis.

READ

UNDER-STANDING MEDICAL CANNABIS

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INTRODUCTION

In continuing its efforts to provide the best holistic wellness care to its members, **Elemental Wellness** is pleased to provide this educational material to its members, staff and community physicians. The purpose of this information is to educate us on the latest scientific concepts and understanding of medical cannabis so that we may better benefit from its diverse medicinal properties. Understanding this "pharmaceutical treasure trove" will hopefully make its utilization more efficient and effective (and less daunting for those who are new to this ancient herbal medicine).

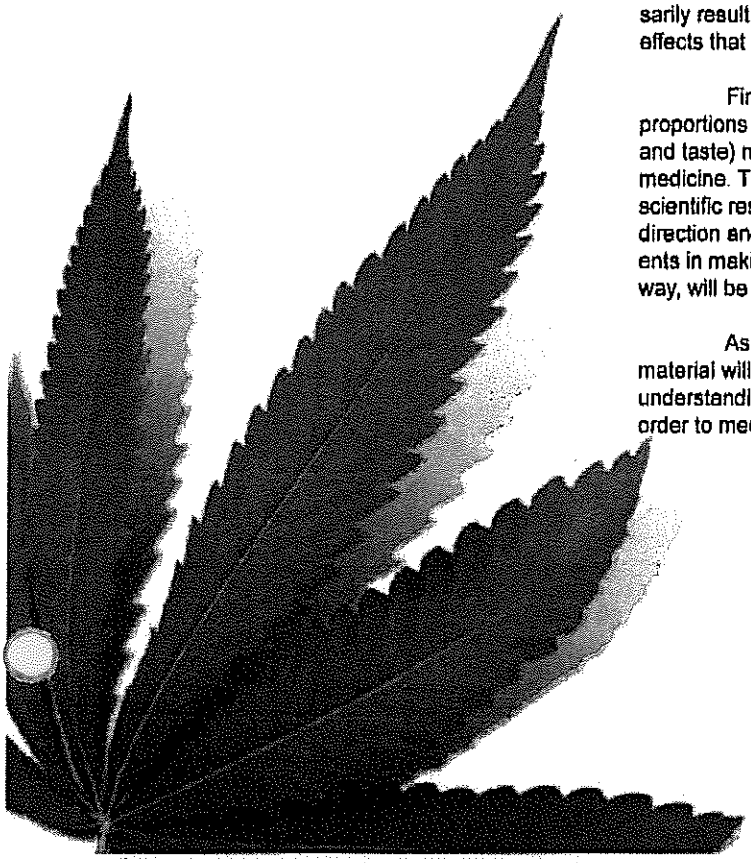
Helping us to better understand medical cannabis are the advances in laboratory analysis (now available to collectives) combined with the ongoing research taking place around the world. Much of this research is aimed at delineating the therapeutic effects of the various chemical compounds in cannabis, especially the cannabinoids and terpenoids. Two recent articles illustrating this development are those by Izzo, et al. (2009) and Russo (2011). An excellent video by Lindsey Ward on medical cannabis and its impact on human health can be found online at: http://www.youtube.com/watch?v=8Md2WNqqxTQ.

Another key to better understanding of medical cannabis is awareness that the chemical compounds available in the plant change with how the plant is processed and administered. Potential therapeutic benefits will vary if the cannabis is processed/administered in raw (unheated), heated or aged (degraded) form.

Also knowing that the various compounds in cannabis may modulate each other in synergistic or antagonistic ways is important. For example, the cannabinoid CBD will lessen to some degree the psychotropic effects of the cannabinoid THC, while the terpenoid α-pinene will synergize the bronchodilator effects of THC. This complexity of interaction means that medical cannabis should be seen in the light of an herbal medicine, where to extract a so-called "active ingredient" will not necessarily result in the full range of therapeutic effects, or may produce unwanted side effects that usually do not occur when the whole herb is administered.

Finally, knowing that each strain of cannabis has potentially vastly different proportions of cannabinoids and terpenoids (often expressed in terms of color, smell and taste) means that one needs to be strain specific when discussing cannabis as medicine. This is a difficult step, but one that modern laboratory analysis and scientific research is now making possible. **Elemental Wellness** is working in this direction and hopes that this educational material will assist caregivers and recipients in making a choice as to which strain, in what form, and administered in which way, will be most beneficial to them.

As new research in medical cannabis becomes available, this educational material will be revised to reflect the latest insights. In this way we hope that our understanding and use of medical cannabis will continue to grow in effectiveness in order to meet the needs and maximize the wellness of our members.



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MEDICINE INFORMATION SHEET

MEDICINE INFORMATION SHEET

Cannabis

Pronunciation: kan-uh-bis

This medicine is USED FOR:

Although cannabis is used for a wide variety of ailments, rigorous clinical research is still relatively limited due to federal government regulations. Around the globe, however, controlled trials are taking place and more scientific information on the therapeutic effects of cannabis is being established.

Some of the more accepted medical uses of cannabis are for the following ailments:

Alzheimer's Disease: reduce agitation and nighttime tossing and turning, stimulate weight gain.

Amyotrophic Lateral Sclerosis: slow disease progression; reduce pain, appetite loss, depression, drooling.

Chronic Pain: reduce nerve-related (neuropathic) pain, allow opioid treatment at lower doses.

Diabetes Mellitus: slow disease progression, protect from eye disease, reduce neuropathic (nerve) pain, reduce symptoms of heart-muscle disease (cardiomyopathy).

Dystonia: reduce muscle tension and involuntary, painful muscle contractions.

Fibromyalgia: reduce pain and muscle stiffness, improve sleep quality.

Gastrointestinal Disorders: reduce cramping, abdominal pain, acid reflux, intestinal secretion, disease activity.

Glaucoma: reduce intraocular (eye) pressure. Gliomas/Cancer: inhibit tumor growth, reduce nausea and vomiting from cancer chemotherapy.

HIV/AIDS: reduce neuropathic pain, anxiety, nausea, appetite and weight loss.

Incontinence: improve bladder control, reduce bladder inflammation/overactivity.

Multiple Sclerosis: reduce pain, spasticity, depression, fatigue, incontinence.

Parkinson's Disease: alleviate L-dopa induced dyskinesias (L-D), reduce tremor, rigidity and psychosis symptoms.

Pruritus: reduce itching in conditions such as kidney and liver diseases.

Rheumatoid Arthritis: reduce joint pain and swelling, suppress joint destruction and disease worsening.

Insomnia: induce sleep and/or improve sleep quality.

Tourette's Syndrome: improvement of tics and obsessive-compulsive behavior.

What the active compounds might be:

Cannabichromene (CBC), Cannabidiol (CBD), Cannabidiolic acid (CBDA), Cannabidivarin (CBDV), Cannabigerol (CBG), Cannabinol (CBN), Tetrahydrocannabinol (THC), Tetrahydrocannabinolic acid (THCA), Tetrahydrocannabivarin (THCV), Terpenoids.

What the other compounds might be:

There may be more than 60 other cannabinoids and more than 200 terpenoids in cannabis.

How this medicine is supplied:

Cannabis comes in various forms: dried plant material ("buds", tea leaves), concentrate (hash, "wax", tincture, oil, capsules), topical salve, edible (including drinks).

Do NOT USE this medicine if:

- You are allergic to any cannabinoid or terpenoid.
- You have a history of serious mental disorder such as schizophrenia or severe depression.
- You are pregnant or planning to get pregnant. In addition to the risk of smoking, the use of cannabis when you are pregnant may be a risk factor for sudden infant death syndrome. Uterine exposure to cannabis may also cause behavioral (attention) problems in the child.
- You are nursing.
- Important: there may be other conditions where this product should not be used but which are unknown due to limited scientific information.

BEFORE USING this medicine:

ALWAYS TALK TO YOUR PHYSICIAN, PARTICULARLY IF:

- You have heart disease.
- You have asthma, chronic obstructive pulmonary disease or other disease of the airways.
- You have a history of alcohol abuse or dependence.
- You have a history of drug abuse or dependence.
- You have a history of a serious mental disorder.

HOW TO USE this medicine:

Use this medicine as directed by your doctor. Dosage and frequency of administration will vary according to route of administration (smoke, vaporization, ingestion, skin), percentage of therapeutic ingredients, and other medicines taken. Ask your doctor or collective consultant to explain what dosage, route and frequency is best for you. Remember that concentrates have higher dosages per weight of medicine than other forms. Make sure you give the medicine sufficient time to take effect. This is especially important with the edible form of cannabis where therapeutic effect may take up to 1-2 hours before taking effect. Eating too much medicine too fast may easily occur causing unwanted side effects. Use this medicine only for the length of time recommended by your doctor. It is not recommended to use this medicine in combination with tobacco.

Important SAFETY INFORMATION about this medicine:

- If you have not consumed cannabis before, it would be prudent to have someone with you the first time you use it. It is important to start by using small quantities. Stop if you begin to feel confused or agitated.
- After you stop using cannabis, it remains in your system for several weeks to months. Therefore, during this time, tests that screen for cannabis may be positive.
- Cannabis may interact with several drugs. Tell your doctor which prescription drugs, nonprescription drugs and herbal products you are currently taking, particularly:
  - Any drugs that slow down the central nervous system, causing drowsiness. This may include sleeping pills, tranquilizers, some pain medications, some antihistamines or cold medications or seizure medications.
  - Antiviral drugs used in the treatment of HIV/AIDS.
- CANNABIS MAY IMPAIR YOUR ABILITY TO DRIVE OR OPERATE HEAVY MACHINERY. This can last up to 24 hours after consuming.

Possible SIDE EFFECTS of this medicine:

- From Initial use:
  - When you first start consuming cannabis, you may experience mood reactions such as euphoria, relaxation, time-distortion, perception of enhanced sensory experiences, loss of inhibitions, anxiety, paranoia, agitation, amnesia, delusions or hallucinations.
  - Fast heartbeat; this may be more of a problem if you have heart disease.
  - Facial flushing or red eyes, dry mouth, headache.
  - Right after consuming cannabis you may get dizzy or feel faint when you get up from a lying or sitting position. Try getting up more slowly. If lying down, sit on the edge of the bed and let your feet dangle for 1 to 2 minutes, then stand up slowly.
- From Long-term use:
  - Wheezing or a chronic cough, if the medicine is smoked.
  - May impair short-term memory attention and concentration. These effects usually disappear after you stop using cannabis.

If OVERDOSE is suspected:

It is possible that the above mentioned side effects occur. Usually these will resolve themselves within a short period of time when medication is stopped. Often fresh air, staying hydrated and eating will help. Contact your doctor immediately if symptoms persist.

Proper STORAGE of this medicine:

Store in a tightly closed container in a cool, safe and secure place. Store away from heat, moisture and light.

GENERAL INFORMATION:

- If you have any questions about this medicine, please talk with your doctor, collective consultant or other health care provider.
- This medicine is to be used only by the patient for whom it is recommended. Do not share it with other people.
- If your symptoms do not improve or if they become worse, check with your doctor.
- Check with your collective consultant about how to dispose of unused medicine.
- This information is a summary only. It does not contain all information about this medicine.

KEEP THIS MEDICINE OUT OF REACH OF CHILDREN AND PETS.

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CANNABINOIDS

[illegible]	Cannabigerolic Acid
CBGVA	Cannabigerivarinic Acid
CBG	Cannabigerol
CBGV	Cannabigerivarin
THCA	Tetrahydrocannabinolic Acid
THCVA	Tetrahydrocannabivarinic Acid
THC (Δ9)	Δ9-tetrahydrocannabinol
THCV	Tetrahydrocannabivarin
CBNA	Cannabinolic Acid
THC (Δ8)	Δ8-tetrahydrocannabinol
CBN	Cannabinol
CBDA	Cannabidiolic Acid
CBDVA	Cannabidivaric Acid
CBD	Cannabidiol
CBDV	Cannabidivarin
CBCA	Cannabichromic Acid
CBCVA	Cannabichromivaric Acid
CBC	Cannabichromene
CBCV	Cannabichromivarin
CBLA	Cannabicyclol Acid
CBL	Cannabicyclol

TERPENOIDS

Smells and Therapeutic Effects

α-PINENE	 Pine needles	Anti-bacterial Anti-fungal Anti-inflammatory Bronchodilator
β-CARYOPHYLLENE	 Black Pepper  Clove	Anti-bacterial Anti-cancer Anti-fungal Anti-inflammatory Anti-septic
BORNEOL	 Camphor	Analgesic Anti-insomnia Anti-septic Bronchodilator
CARYOPHYLLENE OXIDE	 Eucalyptus	Anti-fungal Anti-ischemic
CINEOL	 Tea Tree	Anti-bacterial Anti-depressant Anti-inflammatory Anti-ischemic Bronchodilator
CITRONELLOL	 Rose	Anti-cancer Anti-inflammatory Anti-insomnia Anti-spasmotic
HUMULENE	 Hops	Anorectic Anti-cancer Anti-bacterial Anti-inflammatory

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LIMONENE

Citrus

Anti-anxiety
Anti-bacterial
Anti-cancer
Anti-depressant
Anti-fungal
Bronchodilator

LINALOOL

Lavender

Anti-anxiety
Anti-bacterial
Anti-convulsive
Anti-depressant
Anti-insomnia

MYRCENE

Lemongrass

Mango

Analgesic
Anti-cancer
Anti-inflammatory
Anti-insomnia
Anti-spasmotic

NEROLIDOL

Wood

Citrus rind

Anti-fungal
Anti-insomnia

PHYTOL

Green Tea

Anti-insomnia

TERPINOLENE

Lilac

Apple

Anti-bacterial
Anti-fungal
Anti-insomnia
Anti-septic

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NOTES ON CHARTS 1, 2 and 3

The following charts reflect most of what is presently known on the potentially therapeutic chemical compounds in cannabis, how they are formed, and how they relate to each other. Only 21 cannabinoids and 13 terpenoids are listed. There is still much to be learned.

The charts should be read horizontally and vertically:

Horizontally: which cannabinoids can be found in which physical state of cannabis (raw, heated, aged). Raw refers to the fresh plant. Aged refers to the effects of UV-light, oxidation, and isomerization; in other words: degradation.

Vertically: how do the cannabinoids relate to each other; where do they come from?

In general, the amount of divarinic cannabinoid (those with "V" in the acronym) is always less than the olivetolic cannabinoid. In the charts, this is reflected in the smaller font size of the acronym.

The charts do not imply that all cannabinoids listed are always detectable in the various strains currently available. Breeding has mainly focused on increasing the amount of THC. Recently CBD has come under attention and strains high in CBD are now being bred. Hopefully other strains with significant amounts of other cannabinoids will be available soon.

Since terpenoids are more volatile than cannabinoids, their presence is more closely related to freshness and temperature. The fresher and cooler the cannabis (upper part of the chart), the more the terpenoids peculiar to the strain are preserved. Therefore, as one goes down the chart, terpenoids listed in the different physical states of cannabis may or may not be available in amounts of therapeutic significance.

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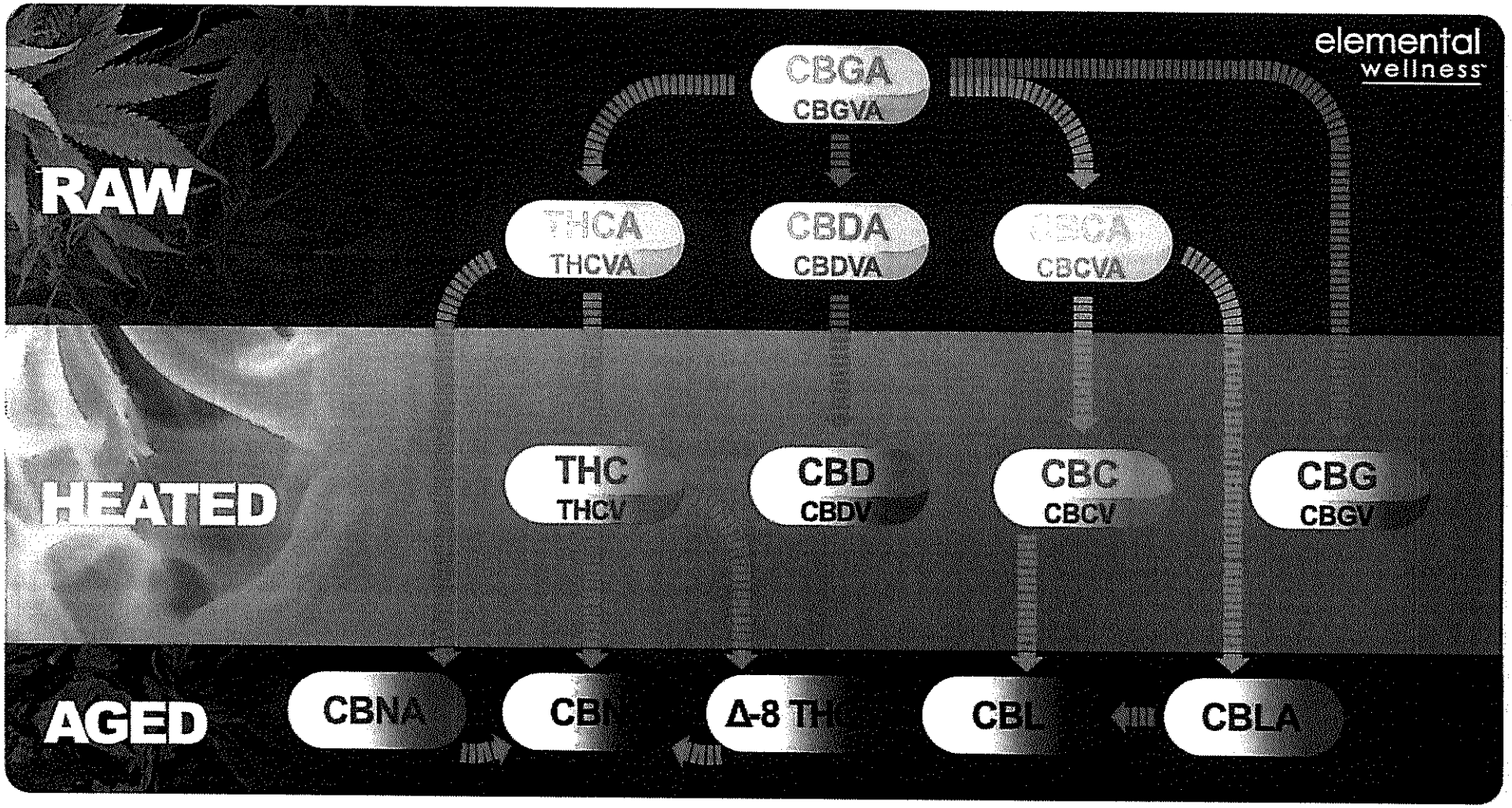
UNDERSTANDING MEDICAL CANNABIS

Cannabinoids and Their Relationships



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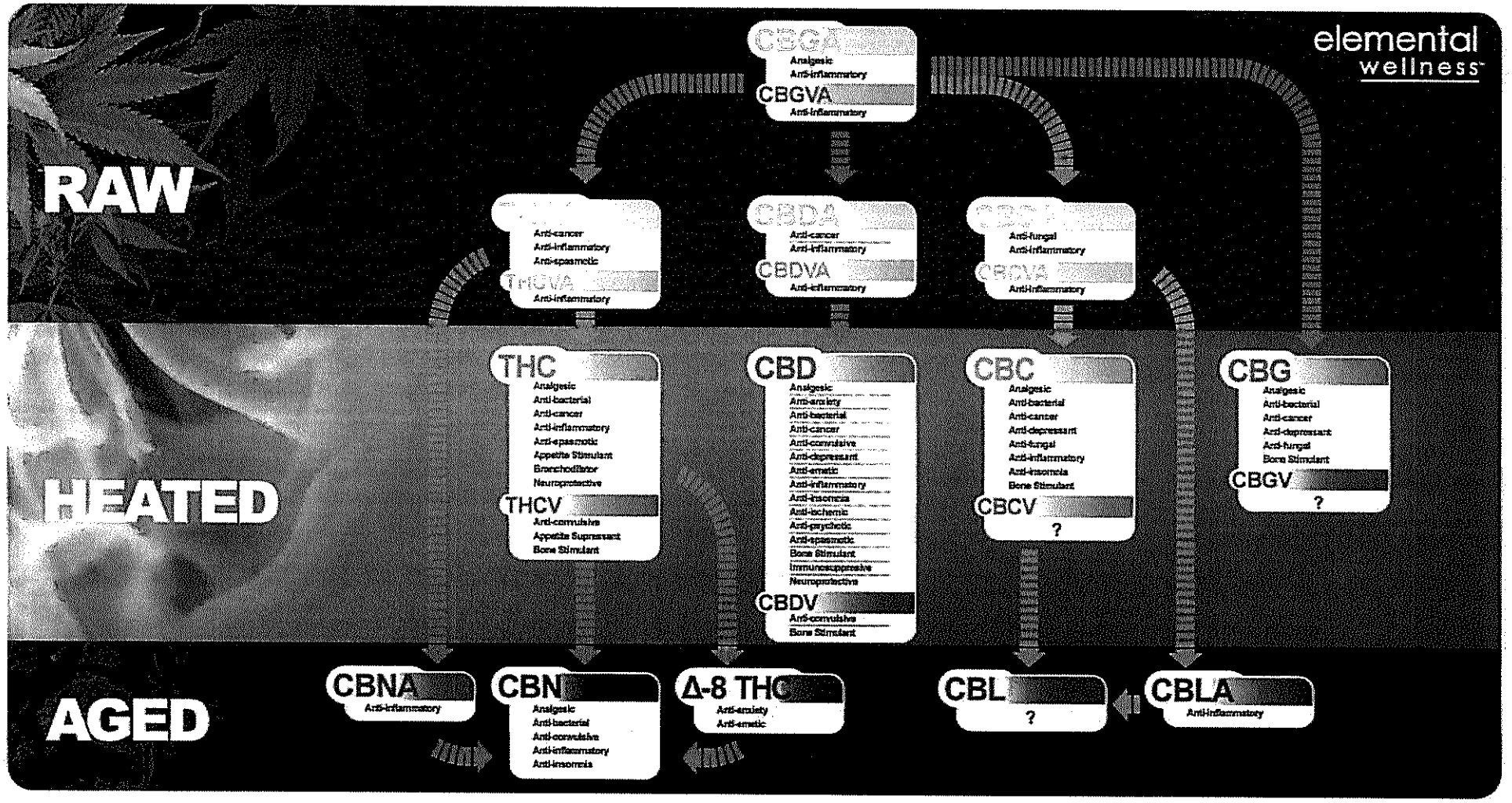
UNDERSTANDING MEDICAL CANNABIS

Cannabinoids and Their Therapeutic Effects



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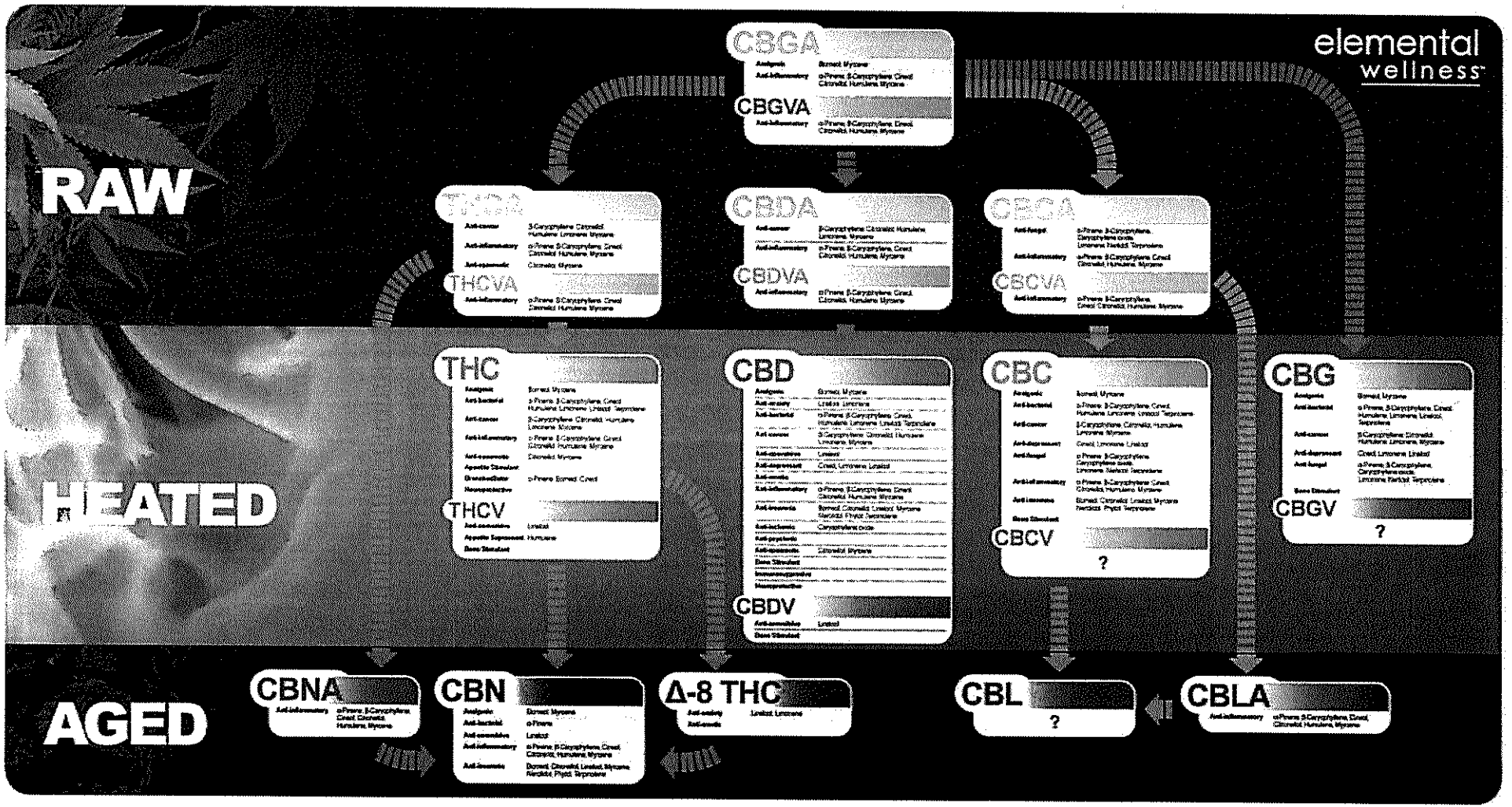
UNDERSTANDING MEDICAL CANNABIS

Cannabinoids, Therapeutic Effects and Synergistic Terpenoids



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CBGVA

Analgesic	Borneol, Myrcene
Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene

CBGVA

Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene

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CBG

CBGV

CBG

Analgesic	Borneol, Myrcene
Anti-bacterial	α-Pinene, β-Caryophyllene, Cineol, Humulene, Limonene, Linalool, Terpinolene
Anti-cancer	β-Caryophyllene, Citronellol, Humulene, Limonene, Myrcene
Anti-depressant	Cineol, Limonene, Linalool
Anti-fungal	α-Pinene, β-Caryophyllene, Caryophyllene oxide, Limonene, Nerlidol, Terpinolene
Bone Stimulant	

CBGV

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THCVA

Anti-cancer	β-Caryophyllene, Citronellol, Humulene, Limonene, Myrcene
Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene
Anti-spasmotic	Citronellol, Myrcene

THCVA

Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene

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THC

THCV

THC

Analgesic	Borneol, Myrcene
Anti-bacterial	α-Pinene, β-Caryophyllene, Cineol, Humulene, Limonene, Linalool, Terpinolene
Anti-cancer	β-Caryophyllene, Citronellol, Humulene, Limonene, Myrcene
Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene
Anti-spasmotic	Citronellol, Myrcene
Appetite Stimulant	
Bronchodilator	α-Pinene, Borneol, Cineol
Neuroprotective	

THCV

Anti-convulsive	Linalool
Appetite Supressant	Humulene
Bone Stimulant	

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CBNA

CBNA

Anti-inflammatory α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene

RFA 4

Δ-8 THC

Anti-anxiety

Anti-emetic

Linalool, Limonene

RFA-D 4

CBN

Analgesic	Borneol, Myrcene
Anti-bacterial	α-Pinene
Anti-convulsive	Linalool
Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene
Anti-insomnia	Borneol, Citronellol, Linalool, Myrcene, Nerolidol, Phytol, Terpinolene

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CBDA

CBDVA

CBDA

Anti-cancer	β-Caryophyllene, Citronellol, Humulene, Limonene, Myrcene
Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene

CBDVA

Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene

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CBD

Analgesic	Borneol, Myrcene
Anti-anxiety	Linalool, Limonene
Anti-bacterial	α-Pinene, β-Caryophyllene, Cineol, Humulene, Limonene, Linalool, Terpinolene
Anti-cancer	β-Caryophyllene, Citronellol, Humulene, Limonene, Myrcene
Anti-convulsive	Linalool
Anti-depressant	Cineol, Limonene, Linalool
Anti-emetic	
Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene
Anti-insomnia	Borneol, Citronellol, Linalool, Myrcene, Nerolidol, Phytol, Terpinolene
Anti-ischemic	Caryophyllene oxide
Anti-psychotic	
Anti-spasmotic	Citronellol, Myrcene
Bone Stimulant	
Immunosuppresive	
Neuroprotective	

CBDV

Anti-convulsive	Linalool
Bone Stimulant	

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Anti-fungal	α-Pinene, β-Caryophyllene, Caryophyllene oxide, Limonene, Nerlidol, Terpinolene
Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene

CBCVA

Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene

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CBC

CBCV

CBC

Analgesic	Borneol, Myrcene
Anti-bacterial	α-Pinene, β-Caryophyllene, Cineol, Humulene, Limonene, Linalool, Terpinolene
Anti-cancer	β-Caryophyllene, Citronellol, Humulene, Limonene, Myrcene
Anti-depressant	Cineol, Limonene, Linalool
Anti-fungal	α-Pinene, β-Caryophyllene, Caryophyllene oxide, Limonene, Nerlidol, Terpinolene
Anti-inflammatory	α-Pinene, β-Caryophyllene, Cineol, Citronellol, Humulene, Myrcene
Anti-insomnia	Borneol, Citronellol, Linalool, Myrcene, Nerolidol, Phytol, Terpinolene
Bone Stimulant	

CBCV

?

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PROCESSING AND ADMINISTERING MEDICAL CANNABIS

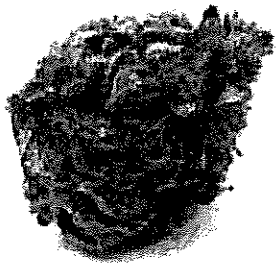
Medical cannabis is processed for administration in various ways: fresh, dried, cold extractions/concentrates and heated extractions/concentrates.

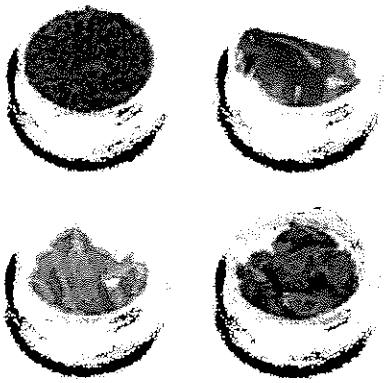
Although rarely done due to the large quantities usually needed, cannabis can be ingested **raw**, freshly cut from the plant, in order to primarily benefit from the acid cannabinoids and their anti-inflammatory effects. Terpenoids remain intact. Psychoactivity is minimized.

Dried cannabis is most often consumed by inhaling the burned or vaporized buds. Cannabinoid acids are converted to their neutral forms and the amount of terpenoids available will vary according to the method of administration chosen and the instruments used (pipe, joint, vaporizer).

Cold extractions / concentrates result in various products:

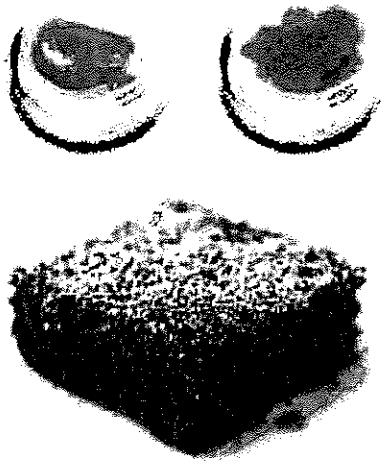
1. **Kief**: powder of the trichomes that have fallen off the plant. May be ingested raw but is usually smoked or ingested in cooked edibles.
2. **Slurry**: extraction using olive oil or alcohol. Usually ingested raw.
3. **Hash**: extraction using cold water and ice. May be ingested raw, smoked or used in cooking. Variety names reflect differences in the proportion of plant material to trichomes and how the variety reacts to heat:
   a. Bubble = initially bubbles when exposed to heat.
   b. Full bubble = continues to bubble throughout the heating process.
   c. Melt = melts or turns into gooey oil when exposed to heat.
   d. Full melt = almost pure trichomes, fully melts when exposed to heat leaving little or no residue.
4. **Wax**: extraction using a solvent, most commonly butane, CO_2 or O_2. Removal ("purging") of the solvent may be through cold or heat evaporation (which changes the compounds available). Waxes are usually burned or vaporized, but may be used in cooking and in topical salves. Variety names usually refer to consistency. Examples:
   a. *Honeycomb/Crumble* = dry, crumbly texture, often has small holes like a honeycomb.
   b. *Budder* = more viscous, consistency like butter.
   c. *Shatter/Glass* = consistency similar to a hard candy.
   d. *Sap* = sticky texture similar to honey.
   e. *Taffy* = firmer than sap but not brittle like shatter.





Heated extractions / concentrates convert the cannabinoid acids into their neutral forms and usually removes most of the terpenoids. Various products:

1. **Tea**: extraction into hot water and then drunk.
2. **Tincture**: heated cannabis that is extracted in alcohol. Usually administered directly under the tongue.
3. **Edible**: extraction into a fat (butter, oil) and then used in cooking food.
4. **Oil**: slow heating of cannabis in olive or coconut oil. Usually used in food or topically on skin.
5. **Salve / Cream / Lotion**: low heating of cannabis oil with beeswax. Used topically on skin.



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MARIJUANA CONTAINS CANNABINOIDS

which are a group of terpenophenolic compounds concentrated in the viscous resin of the glandular trichomes on the plant bud.

CBL

CANNABICYCLOL

A non-psychotomimetic cannabinoid found in the Cannabis species.

THC

DELTA-9-TETRAHYDROCANNABINOL

Most abundant and widely known cannabinoid in cannabis, THC is the cannabinoid responsible for the main psychoactive effects patients are familiar with.

CBC

CANNABICHROMENE

Bears structural similarity to the other natural cannabinoids, including tetrahydrocannabinol, tetrahydrocannabivann, cannabidiol, and cannabinol, among others.

THCV

TETRAHYDROCANNABIVARIN

Found in largest quantities in Cannabis varieties indigenous to central Africa, like certain phenotypes from Malawi. It is currently being researched as a treatment for metabolic disorders including diabetes, as well as studied as a potential appetite suppressant.

CBN

CANNABINOL

A mildly-psychoactive cannabinoid that comes about from the degradation of THC, there is usually very little CBN in a fresh plant.

CBD

CANNABIDIOL

With respect to the medical potential of the cannabis, CBD may hold the most promise for many serious conditions. CBD is a non-psychoactive cannabinoid that is believed to reduce the psychoactive effects of THC.

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Cannabis Digest

Cannabis Constituents

There are over 483 components found in Cannabis, each contains unique properties and applications.

In the Race for higher percentages of THC or CBD we might forget the lesser known components that make each strain unique. Given two strains with exactly the same THC or CBD content, the variability of their effects can be massive.

Cannabinoids

The Cascade

CBG-A

CBG

"Raw" - Unheated - Un-decarboxylated

THC-A

CBD-A

CBC-A

THC-A9

CBD

CBC

CBN

Other Cannabinoids of Note

CBD-V

THC-V

11-Hydroxy-THC

Terpenoids

Terpenes or terpenoids are the building blocks in Cannabis that give the plant its unique strains. Not only do terpenoids give each strain its unique smell fingerprint, they account for many of the subtle differences in each strains effect.

β-Caryophyllene

Found In

Odour Flavour

Effect

β-Myrcene

Found In

Odour Flavour

Effect

β-Linalool

Found In

Odour Flavour

Effect

α-Pinene

Found In

Odour Flavour

Effect

Limonene

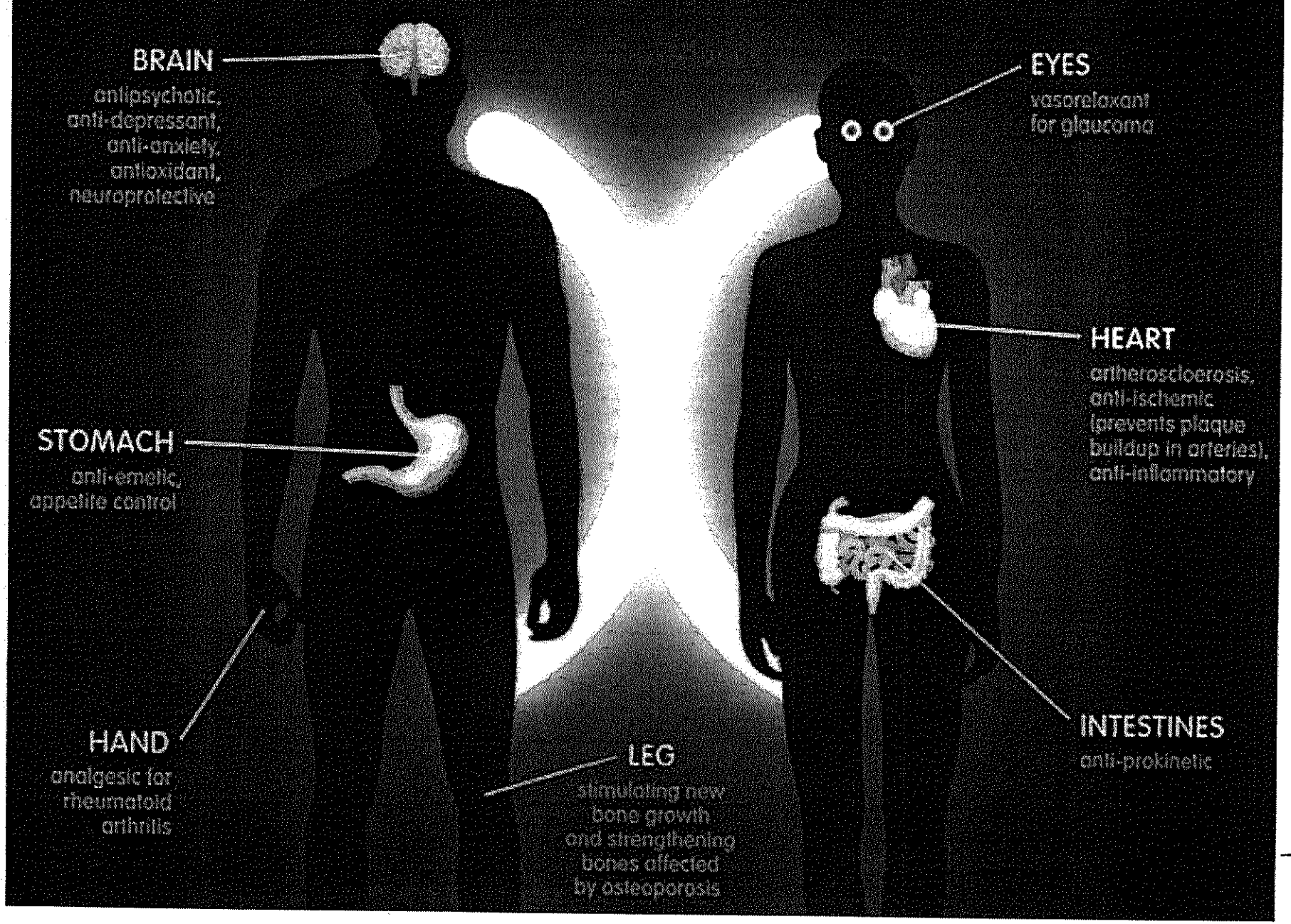
Found In

Odour Flavour

Effect

Hemp Wellness and Your Body

EXPLORING SEVEN HEALTH BENEFITS OF CANNABIDIOL (CBD)



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Shift CANNABIS CO.

Labeling, Packaging & Product Safety

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Learning Objectives

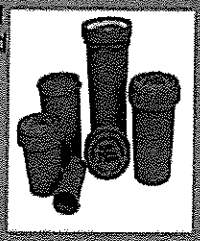
- Packaging & Labeling Best Practices
  - General Applicability
  - Cannabis by Distribution Location
  - Cannabis Production & Manufacturing Facilities
  - Cannabis-Derived Products
  - Cannabis Concentrates

Basis & Purpose

- To ensure that the labeling on each container of medical cannabis includes necessary & relevant information for patients, does not include health & physical benefit claims, is easily accessible to patients & is clear & noticeable
- The New Mexico DOH wants to ensure that the regulated community employs proper labeling techniques to all medical cannabis as this is a public health & safety concern

Medical Cannabis by a Distribution Center

- Packaging: A distribution center must ensure that all medical cannabis is placed within a container prior to sale to a patient. If the container is not child-resistant, the center must place the container within an exit package that is child-resistant



Labeling Practices

- A distribution center must affix all of the information required by NMSA Title 7, Chapter 34, Part 4 to every container in which medical cannabis is placed prior to sale to a patient

Example of generic medical label option

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Labeling Practices

- Best Practices for Container Label Information:
  - License number of production center where the medical cannabis was grown
  - License number of the distribution center that sold the medical cannabis to the patient
  - Identity statement & standardized graphic symbol of the distribution center that sold the medical cannabis to the patient
  - All pesticides, fungicides, and herbicides used during the cultivation of the medical cannabis if applicable

Labeling Practices

- Best Practices for Container Label Information:
  - Harvest batch number(s) assigned to the medical cannabis within the container
  - Date of sale to the patient
  - Net weight, in grams to at least the tenth of a gram, of the medical cannabis prior to its placement in the container

Labeling Practices

- Best Practices for Warning Statements on a Container Label:
  - *There may be health risks associated with the consumption of this product*
  - *This product is intended for use by adults 18 years & older. Keep out of the reach of children*
  - *This product is unlawful outside the State of New Mexico*

Labeling Practices

- Best Practices for Warning Statements on Container Label:
  - *There may be additional health risks associated with the consumption of this product for women who are pregnant, breastfeeding, or planning on becoming pregnant*
  - *Do not drive or operate heavy machinery while using medical cannabis*

Labeling Practices

- Best Practices for Information in a Statement When Tests are Performed:
  - A cannabinoid potency profile expressed as a range of percentages from lowest to highest of concentration for each cannabinoid listed from every test conducted on that strain of medical cannabis within the last 3 months
  - A declaration that the product was tested for contaminants provided molds, mildew, filth, microbials, herbicides, pesticides, fungicides & harmful chemicals were all tested for

Basis & Purpose

- To ensure that the labeling on each container of a cannabis-derived product includes necessary & relevant information for patients, does not include health & physical benefit claims, is easily accessible to patients & is clear & noticeable
- The New Mexico DOH wants to ensure that the regulated community employs proper labeling techniques to all cannabis-derived products as this is a public health & safety concern.

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Cannabis-Derived Product by a Distribution Center

- Packaging: A distribution center must ensure that each cannabis-derived product is placed within a container prior to sale to a patient. If the container is not child-resistant, the distribution center must place the container within an exit package that is child-resistant

Labeling Practices

- A distribution center must affix all of the information required by NMSA Title 7, Section, Chapter 34, Part 4 to every container in which cannabis-derived product is placed prior to sale to a patient

Example of generic medical label option

Labeling Practices

- Best Practices for Label Information:
  - License number of the medical cannabis production facility where the medical cannabis used to produce the cannabis-derived product was grown
  - Production batch number(s) of medical cannabis concentrate(s) used in the production of the cannabis-derived product
  - License number of the medical cannabis-derived products manufacturing facility that produced the product

Labeling Practices

- Best Practices for Label Information:
  - Production batch number(s) assigned to the medical cannabis-derived product
  - License number of the distribution center that sold the product to the patient
  - Statement about whether the container is child-resistant
  - Clear set of instructions for proper usage for non-edible medical cannabis-derived product

Labeling Practices

- Best Practices for Label Information:
  - The identity statement & standardized graphic symbol of the distribution center that sold the medical cannabis-derived product to the patient
  - Date of sale to the patient
  - State symbol indicating the container holds medical cannabis, which should be no smaller than ¾ of an inch by ¾ of an inch

Labeling Practices

- Best Practices for Label Information:
  - List of all pesticides, fungicides & herbicides used during the production of the medical cannabis used to produce the medical cannabis-derived product if applicable
  - List of all solvents and chemicals used in the creation of any medical cannabis concentrate that was used to produce the medical cannabis-derived product if applicable

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Labeling Practices

- Best Practices for Warning Statements on Container Label:
  - *There may be health risks associated with the consumption of this product*
  - *This product is intended for use by adults 18 years & older. Keep out of the reach of children*
  - *This product is unlawful outside the State of New Mexico*

Labeling Practices

- Best Practices for Warning Statements on Container Label:
  - *This product is derived from cannabis*
  - *This product was produced without regulatory oversight for health, safety, or efficacy*
  - *The intoxicating effects of this product may be delayed by two or more hours*

Labeling Practices

- Best Practices for Warning Statements on Container Label:
  - *There may be additional health risks associated with the consumption of this product for women who are pregnant, breastfeeding, or planning on becoming pregnant*
  - *Do not drive a motor vehicle or operate heavy machinery while using medical cannabis*

Labeling Practices

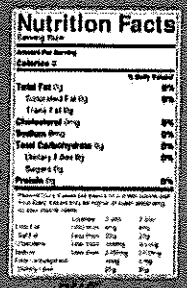
- Edible Product Best Practices Label Information:
  - Ingredient List: All ingredients used to manufacture the edible medical cannabis-derived product, which may included potential allergens
  - Refrigeration Statement: If the medical cannabis-derived product is perishable, a statement that it must be refrigerated

Labeling Practices

- Edible Product Best Practices for Label Information:
  - Serving Size: *The standardized serving size for this product includes no more than (amount) milligrams of active THC*
  - Expiration Date: A product expiration date upon which the product will no longer be fit for consumption, or a use-by-date. Once a label with an expiration date is affixed to a container holding a product, a licensee shall not alter that date

Labeling Practices

- Edible Product Permissive Information:
  - The medical cannabis-derived product's compatibility with dietary restrictions
  - A nutritional fact panel that, if included, must be based on the number of THC servings within the container



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Labeling Practices

- Best Practices Information in Statement When Contaminant Tests are Performed:
  - Results for harvest batch used to produce the medical cannabis-derived product for molds, mildew, filth, microbials, herbicides, pesticides, fungicides & harmful chemicals
  - Results for production batch of the medical cannabis-derived product for residual solvents, poisons, or toxins
  - Results for production batch of the medical cannabis-derived product for microbials, molds, mildew & filth

Labeling Practices

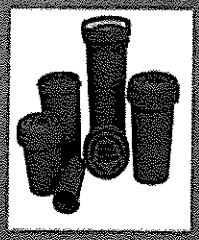
- Best Practices Information in Statement When Cannabinoid Potency Tests are Performed:
  - Every medical cannabis-derived products manufacturing facility must ensure that a label is affixed to the container with a potency profile expressed in milligrams and the number of THC servings within the container

Basis & Purpose

- To ensure that the labeling on each container holding a medical cannabis concentrate includes necessary & relevant information for patients, does not include health & physical benefit claims, is easily accessible to patients & is clear & noticeable
- The New Mexico DOH wants to ensure that the regulated community employs proper labeling techniques to all medical cannabis concentrate as this is a public health & safety concern

Medical Cannabis Concentrates by Distribution Center

- Packaging: A distribution center must ensure that all medical cannabis concentrates are placed within a container prior to sale to a patient. If the container is not child-resistant, the distribution center must place the container within an exit package that is child-resistant



Labeling Practices

- Labeling: Every distribution center must ensure that a label(s) is affixed to every container holding medical cannabis concentrate that includes all of the information required by NMSA Title 7, Chapter 34, Part 4 prior to sale to a patient

Example of generic medical label option

Labeling Practices

- Best Practices for Container Label Information:
  - License number of the medical cannabis production facility where the medical cannabis used to produce the medical cannabis concentrate within the container was grown
  - License number of the medical cannabis production facility or medical cannabis products manufacturing facility that produced the medical cannabis concentrate

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Labeling Practices

- Best Practices for Container Label Information:
  - Production batch number assigned to the concentrate
  - License number of the distribution center that sold the medical cannabis product to the patient
  - Net weight, in grams to at least the tenth of a gram, of the concentrate prior to its placement in the container
  - Date of sale to the patient

Labeling Practices

- Best Practices for Container Label Information:
  - The State symbol, indicating the container holds medical cannabis, which should be no smaller than ¾ of an inch by ¾ of an inch
  - List of all pesticides, fungicides & herbicides used during the cultivation of the medical cannabis used to produce the concentrate
  - List of all solvents & chemicals used to produce the medical cannabis concentrate

Labeling Practices

- Best Practices for Warning Statements on Container Label:
  - *There may be health risks associated with the consumption of this product*
  - *This product is intended for use by adults 18 years & older. Keep out of the reach of children*
  - *This product is unlawful outside of the State of New Mexico*
  - *This product contains medical cannabis*

Labeling Practices

- Best Practices for Warning Statements on Container Label:
  - *This product was produced without regulatory oversight for health, safety, or efficacy*
  - *There may be additional health risks associated with the consumption of this product for women who are pregnant, breastfeeding, or planning on becoming pregnant*
  - *Do not drive a motor vehicle or operate heavy machinery while using medical cannabis*

Labeling Practices

- Best Practices for Information in Statement When Contaminant Tests are Performed:
  - Results for harvest batch used to produce the medical cannabis concentrate for molds, mildew, filth, microbials, herbicides, pesticides, fungicides & harmful chemicals
  - Results for production batch of the medical cannabis concentrate for residual solvents, poisons, or toxins

Labeling Practices

- Best Practices Information in Statement When Potency Tests are Performed:
  - If a medical cannabis product manufacturing facility tested the production batch of the medical cannabis concentrate within a shipping container for potency, then every distribution center must ensure that a label is affixed to the shipping container with a cannabinoid potency profile expressed as a percentage (%)

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CoolJarz Wide Mouth Child Resistant Bowlz

Pictured below is the eighty eight (88) Dram Size container for Quarter weight dispensing of medical cannabis and medical cannabis products.

Features:

- ✓ Child resistant, 100% opaque
- ✓ Easy-open push and turn caps with integral double-seal
- ✓ Exclusive sealing feature substantially extends product shelf life for worry-free pre-packaging
- ✓ Airtight and watertight environment helps keep products fresh
- ✓ Odortight for secure storage and content privacy
- ✓ Double-sealed lid retain consistent level of humidity
- ✓ Molded from lightweight, American made, 100% recyclable polypropylene
- ✓ Pharmaceutical and medical grade plastic

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Shift NEW MEXICO

- ✓ FDA approved and food-contact compliant
- ✓ 100% made in America

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Shift NEW MEXICO

CoolJarz Push & Turn Child Resistant Sealz

Pictured below is the thirty (30) Dram Size container for Eighth weight dispensing of medical cannabis and medical cannabis products.

Features:

- ✓ Child resistant, 100% opaque
- ✓ Easy-open push and turn caps with integral double-seal
- ✓ Exclusive sealing feature substantially extends product shelf life for worry-free pre-packaging
- ✓ Airtight and watertight environment helps keep products fresh
- ✓ Odortight for secure storage and content privacy
- ✓ Double-sealed lid retain consistent level of humidity
- ✓ Molded from lightweight, American made, 100% recyclable polypropylene
- ✓ Pharmaceutical and medical grade plastic

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Shift NEW MEXICO

- ✓ FDA approved and food-contact compliant
- ✓ 100% made in America

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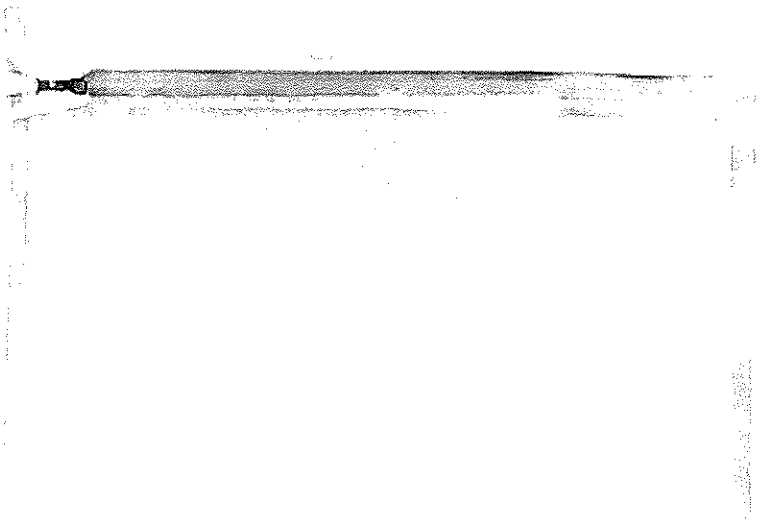
Shift NEW MEXICO

Child Resistant Crreo Bag Exit Package

Pictured below is the 9" x 12" size Crreo Exit Package for large volume medical cannabis weights and medical cannabis products.



Features:

- ✓ Child resistant, 100% opaque
- ✓ Complies with all requirements for the Poison Prevention Packaging Act
- ✓ Is approved by CPSC and EPA under ASTM D3475-08, Type XIA classification
- ✓ Features a pinch and slide design – difficult for children to open but easy for adults

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Earthwise Packaging

May 13, 2014

CERTIFICATE OF COMPLIANCE

Item:
COOLJARZ 8020CR - CHILD RESISTANT CONTAINERS (88 DRAM)

MANUFACTURER: Earthwise Packaging
12 Goddard Way
Irvine, CA 92618

The Consumer Product Safety Commission (CPSC) regulation to which these products are being certified is Code of Federal Regulations Title 16, Part 1700.20.

The date this product was tested for compliance with this regulation cited above by:

8020CR: Perritt Laboratories, Inc.
145 South Main St.
Highstown, NJ 08520
May 13, 2014

COMPLIANCE STATEMENT

IT IS HEREBY CERTIFIED THAT ALL MATERIALS USED IN THE MANUFACTURE OF PARTS IN THE QUANTITY CALLED FOR ON THE SUBJECT PURCHASE ORDER CONFORMS TO THE MATERIALS AND/OR MANUFACTURING SPECIFICATIONS INDICATED IN DRAWINGS OR SPECIFICATIONS AS CALLED FOR ON SAID PURCHASE ORDER.

ALL PLASTIC CONTAINERS MANUFACTURED BY EARTHWISE PACKAGING ARE IN COMPLIANCE WITH THE "TOXICS IN PACKAGING PREVENTION ACT" OF 01/01/2006

ALL PLASTIC CONTAINERS MANUFACTURED BY EARTHWISE PACKAGING ARE ROHS COMPLIANT.

DATE OF ISSUANCE:
May 13, 2014

12 Goddard Way, Irvine, California 92618
phone 714.602.2169 | fax 714.602.2168
Sales@EarthwisePackaging.com | EarthwisePackaging.com

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Earthwise Packaging

May 13, 2014

CERTIFICATE OF COMPLIANCE

Item:
COOLJARZ 8004CR - CHILD RESISTANT CONTAINERS (30 DRAM)

MANUFACTURER: Earthwise Packaging
12 Goddard Way
Irvine, CA 92618

The Consumer Product Safety Commission (CPSC) regulation to which these products are being certified is Code of Federal Regulations Title 16, Part 1700.20.

The date this product was tested for compliance with this regulation cited above by:

8004CR: Perritt Laboratories, Inc.
145 South Main St.
Highstown, NJ 08520
May 13, 2014

COMPLIANCE STATEMENT

IT IS HEREBY CERTIFIED THAT ALL MATERIALS USED IN THE MANUFACTURE OF PARTS IN THE QUANTITY CALLED FOR ON THE SUBJECT PURCHASE ORDER CONFORMS TO THE MATERIALS AND/OR MANUFACTURING SPECIFICATIONS INDICATED IN DRAWINGS OR SPECIFICATIONS AS CALLED FOR ON SAID PURCHASE ORDER.

ALL PLASTIC CONTAINERS MANUFACTURED BY EARTHWISE PACKAGING ARE IN COMPLIANCE WITH THE "TOXICS IN PACKAGING PREVENTION ACT" OF 01/01/2006

ALL PLASTIC CONTAINERS MANUFACTURED BY EARTHWISE PACKAGING ARE ROHS COMPLIANT.

DATE OF ISSUANCE:
May 13, 2014

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phone 714.602.2169 | fax 714.602.2168
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Earthwise Packaging

June 30, 2014

CERTIFICATE OF COMPLIANCE

Item:
COOLJARZ 4314CR - CHILD RESISTANT CONTAINERS (19 DRAM)

MANUFACTURER: Earthwise Packaging
12 Goddard Way
Irvine, CA 92618

The Consumer Product Safety Commission (CPSC) regulation to which these products are being certified is Code of Federal Regulations Title 16, Part 1700.20.

The date this product was tested for compliance with this regulation cited above by:

4314CR: Bitner Associates, Inc.
1001 Forest Trail
Sugar Grove, Illinois 60554
June 29, 2014

COMPLIANCE STATEMENT

IT IS HEREBY CERTIFIED THAT ALL MATERIALS USED IN THE MANUFACTURE OF PARTS IN THE QUANTITY CALLED FOR ON THE SUBJECT PURCHASE ORDER CONFORMS TO THE MATERIALS AND/OR MANUFACTURING SPECIFICATIONS INDICATED IN DRAWINGS OR SPECIFICATIONS AS CALLED FOR ON SAID PURCHASE ORDER.

ALL PLASTIC CONTAINERS MANUFACTURED BY EARTHWISE PACKAGING ARE IN COMPLIANCE WITH THE "TOXICS IN PACKAGING PREVENTION ACT" OF 01/01/2006

ALL PLASTIC CONTAINERS MANUFACTURED BY EARTHWISE PACKAGING ARE ROHS COMPLIANT.

DATE OF ISSUANCE:
June 29, 2014

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CRREO Bag.com

ASTM Approved Child Resistant Recloseable Easy Open Bag

READ 5

Order your Colorado compliant child resistant exit packaging Today!

Welcome To CRREO Bag.com

The CRREO Bag is the only flexible (bag) that is ASTM approved. The testing protocol that MUST be followed is defined in 16 C.F.R. 1700.20 (1995). This is a federal statute and is also the statute listed in both The Retail and Medical Marijuana Laws of the State of Colorado.

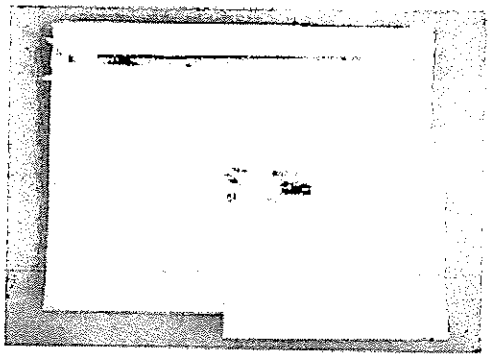
Don't be fooled by imitations. Our approved exit packaging was patented in 1994 and has been available in the medical industry for many years.

Our CRREO pouch –

- Is the result of exhaustive testing with children and adults
- Complies with all requirements of the Poison Prevention Packaging Act
- Is approved by CPSC and EPA under ASTM D3475-08, Type XIA classification
- Features a pinch and slide design – difficult for children to open, but easy for adults
- Has been used around the world for clinical drug studies and prescription medications

WE HAVE CUSTOM BAGS AND GUSSET BAGS AVAILABLE THAT ARE COMPLIANT!
Please call for a quote.

We currently have 2 sizes to choose from



Large 12" x 9"

Small 7" x 6"

CRREO Bag Pricing

Large 12 x 9" CRREO bags
Call for a custom quote – We Guarantee The Best Pricing!
Free Shipping on 2000 or more units!

Small 7 x 6" CRREO bags
Call for a custom quote – We Guarantee The Best Pricing!
Free Shipping on 2000 or more units!

ORDER TODAY!
303-532-0745

Order Contact

Colorado sales:
Joshua@allsongroup.com
303-532-0745 direct

Customer Service:
Christine@allsongroup.com
305-354-3300 x210

WA (other states):
info@allsongroup.com
305-354-3300 x141

CRREO Bag.com

Member

Since 2014

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After the final stages of cure the harvest manager will empty all food grade five(5) gallon buckets to combine packages of like batches into one (1) pound vacuum sealed packages.

Each sealed package will receive a batch number and a package number. These numbers will be used to for testing purposes and to track problem batches with patients and the Department of Health.

We will vacuum seal our packages to keep our product fresh and furthermore, it prevents our products from being jostled, negatively affecting the quality. Additionally it keeps trademark cannabis smells contained. This will benefit our couriers who will need to keep the contents of their vehicle discreet for their safety.

Orders placed by qualified patients will be packaged into required size and weight for each patient. (See sec. D. (5.))

The vacuum sealed package will be placed into an opaque tamper evident currency bag. The exterior package will be a SafeLok® currency delivery bags. Each bag will be outfitted with a barcode, the vacuum sealed package will have a corresponding bar code. Using the opaque packages keeps the contents discreet and keeps light from degrading the THC content of the product.

Each package will contain patient and dispensary product compliant/ feedback forms along with educational brochures and pamphlets.

Drivers will be required to complete a transportation manifest prior to delivery. The manifest will be kept in a file that the driver has access to. The manifest will display all pertinent information that law enforcement would need for the purpose of a traffic stop.

The transportation of cannabis will take place using a courier service, either Shift New Mexico employee, John Watson or we will utilize Hot Shot Services Inc. as an independent courier.All cannabis will be transported in a locked space. i.e, trunk, lock box or in the storage cab of a Hot Shot Services vehicle.

Packages delivered through Hot Shot Services will be in a plain unmarked box. There will be no identifying markers on the package for association of cannabis or cannabis derived products.

All packages delivered by Shift New Mexico will be delivered inside of an unmarked paper bag or box with adjoining educational materials.

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Transportation Manifest

Date Transaction Completed:

Transaction receipt #:

License # LNPP:

Name of LNPP:

Phone # of LNPP:

Product variety/concentrate/edible:

Weight (grams):

Amount:

Patient D.O.H #

Patient address:

Batch #

Date:

Signature:

Route to Be Traveled:

Phone # of Destination Entity:

Date and Approximate Time of Departure:

Notes: Add details for extenuating circumstances (e.g., road closure, flat tire, etc.)

Signature of Individual taking receipt of rejected portion of this shipment:

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Shift NEW MEXICO

I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment.

Date and Approximate Time of Arrival:

Make:
Model:
License Plate #:
Date of Signature:

Name of Person Transporting:

Name of Person Receiving or Rejecting Product:

Signature of Person Transporting:

PRODUCT REJECTION:
Address of destination entity:

Department of Health MCP medical.cannabis@state.nm.us 505-827-2321

All sales transactions are to be completed prior to transportation of any medical cannabis. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction. Please complete Product Complaint form and return to Shift New Mexico at 24 Bisbee court Santa Fe 87508. 555-123-4567

Shift NEW MEXICO

WARNING

IT IS ILLEGAL TO TRANSFER CANNABIS TO ANYONE UNDER THE AGE OF TWENTY-ONE (21). IT IS ILLEGAL TO SEND OR TRANSPORT CANNABIS TO ANOTHER STATE. THE POSSESSION OF CANNABIS REMAINS A CRIME UNDER FEDERAL LAW.

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4/29/15

Patient Privacy: A Guide for Providers

Moderator
Leon Rodriguez
Director, Office for Civil Rights
US Department of Health and Human Services

Michelle D. Johnson, MD
Staff Attending Physician
Calvert Memorial Hospital
Prince Frederick, Maryland

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

Program Goals

- Describe the rights of patients provided by the HIPAA Privacy Rule, and
- Provide strategies to build and maintain a culture of compliance with HIPAA

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

Who Is Covered?

- HIPAA Privacy Rule became effective April 14, 2003 for all but small health plans (small plans added in 2004)
- Covered entities include:
  - Doctors, clinics, hospitals, dentists, nursing homes, pharmacies that transmit data electronically
  - Health plans
  - Health care clearinghouses

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

Business Associates

- HIPAA has expanded to include business associates:
  - Any person or organization who functions on behalf of a covered entity that involves use or disclosure of identifiable health information
    - Examples: billing, EHR vendor, storage
    - Subcontracts of business associates are also included, such as shipping companies that transport records to storage

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

What Information Is Identifiable?

- Protected health information (PHI), including demographic data, that relates to:
  - The individual's past, present or future physical or mental health or condition,
  - The provision of health care to the individual, or
  - The past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual.
- Individually identifiable health information includes many common identifiers (eg, name, address, birth date, Social Security Number).

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

Access to Medical Records

- Patients have the right to see and obtain a copy of their medical record – generally within 30 days of the request.
- Certain parts of the record might not be available, such as psychotherapy notes.
- Patients now have the right to request an electronic copy of their health information held in an EHR.

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Access (cont)

- Providers may not withhold access to their patients because of nonpayment
- Providers must make available all patient information you have in their possession, including materials from other providers.
- Providers may not charge a fee for search or retrieval but may charge for printing or mailing
  - Many states set a threshold for printing fees – consult state law or your state medical society

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

Amendment

- Patients have the right to request that information in their record be amended.
- If the clinician disagrees with the amendment, the patient must be notified in writing of the following:
  - The basis for the denial
  - Their right to file a statement of disagreement to be kept in their file and included with future PHI disclosures
  - Their right to complain to the covered entity or Secretary of Health and Human Services
  - Contact information for the covered entity's privacy officer

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

Accounting for Disclosures

- Patients have the right to know with whom their information has been shared.
- Patients are not entitled to an accounting of all disclosures, such as treatment or payment operations.
- On request, you must be able to provide a report to your patient of the entities with whom their PHI was shared.

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Authorization

- Patients have the right to decide how their information is used or shared. They do this by signing an authorization. However, there are circumstances -- such as for treatment, payment and health care operations -- for which HIPAA otherwise allows information to flow without an authorization.
- In particular, patients have the right to decide whether their information can be shared, such as with employers or other entities.

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Friends and Family

- Patients can request that their information be shared with their friends and family.
- A health care provider also may share information with these persons if, using professional judgment, he or she decides that it is in the best interest of the patient.
- Professional rules may require a provider to share information if the patient presents an imminent threat to themselves or another person

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

Right to Restriction

- Patients may opt to restrict disclosure of their PHI to health plans if they pay out-of-pocket for goods or services.
- Patients may direct how they wish to be contacted, such as through a particular phone number or address, and whether messages may be left

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Notification of Privacy Practices

- Practices must issue a notice of privacy practices to all patients on their first visit, and patients must be able to take home a copy.
- Practices can make their privacy policies available to patients but it is not required.
- Practices must have a mechanism for patients to register complaints about information privacy, and to have those complaints addressed free from retaliation.

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Sale, Marketing, and Fundraising

- HIPAA prohibits the sale of PHI without the patient's authorization
- Practices can communicate with patients about their services, send refill reminders, and send letters about health-related goods and services as long as the practice does not receive payment for doing so.
- HIPAA allows for patients to opt out of fundraising communications

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

Sharing Immunization Records

Health care providers may share immunization records directly with schools with either written or oral consent from a parent or guardian or the individual, if the individual is an adult or emancipated minor.

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

Building a Culture of Compliance

- Establish policies and procedures to protect patient information
- Share policies and procedures with patients to build trust
- Identify a HIPAA compliance officer
- Visit www.hhs.gov/ocr/hipaa for guidance on HIPAA privacy practices

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

Abbreviations

EHR = electronic health records

HIPAA = Health Insurance Portability and Accountability Act of 1996

HITECH = Health Information Technology for Economic and Clinical Health

MedChi = Maryland State Medical Society

PHI = protected health information

Developed as part of a Medscape education activity, *Patient Privacy: A Guide for Providers*, supported by the U.S. Department of Health and Human Services.

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Shift NEW MEXICO

Shift New Mexico
Patient Agreement

Although extensive, it is extremely important that we strongly enforce rules and regulations at all times and ask that you agree to uphold and abide by the following policies. If you refuse to complete this agreement in its entirety, Shift New Mexico reserves the right to refuse service. Only patients or caregivers with the original and up-to-date New Mexico Medical Cannabis Registry Card are permitted on the premises. Others may be asked to leave.

This patient agreement does NOT replace the caregiver or center that you have designated through the New Mexico Department of Public Health's Medical Cannabis Registry. This agreement only allows Shift New Mexico to act as "substitute" primary caregiver when you or your designated primary provider is unable to provide you with medical marijuana services now, or from time to time. This form is kept on file at Shift New Mexico and will not be submitted to any state agency.

Please read and initial each section:

_____ New patients without a valid Registry Card can purchase medical cannabis seven (7) days a week between the hours of 8:00 a.m. to 6 p.m. but must provide a copy of Physician's Certification, valid New Mexico State ID, and certified mail receipt.

_____ I am a resident of the State of New Mexico and agree to let Shift New Mexico make and keep a copy of my state identification.

_____ I have read and understand Title 7 Chapter 34 Part 3 of the New Mexico Constitution. (Copies may be provided if you wish to read this law.)

_____ I agree to act in accordance with all aspects of the Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 through 26-2B-7 of the New Mexico Constitution and all other laws and regulations that have been passed, including but not limited to, House Bill 594.

_____ I have a recommendation from a licensed physician stating that medical cannabis might help me with my debilitation condition.

_____ I agree to allow Shift New Mexico to make and keep a copy of my physician's recommendation as well as a copy of my Medical Cannabis Registry Card (Red Card) or Medical Cannabis Registry Application, and, upon request, the recommending physician's telephone contract information to ensure validity of the information.

_____ If SHIFT NEW MEXICO IS NOT my primary caregiver, I want Shift New Mexico and its representatives to act as my "substitute primary caregiver" for the reason that my designated primary provider is unable to provide me with medical cannabis services now and from time to time.

_____ I agree and understand that if my New Mexico Medical Cannabis Registry Card (Red card) expires, is denied, or is revoked, Shift New Mexico may cancel this agreement and will cease services until renewed documents can be presented.

_____ I agree and understand that cameras and recording devices will not be permitted in our facility.

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_____ I agree NOT to bring any weapons or anything that can be used as a weapon into Shift New Mexico. If I have concerns for my safety, I will ask a member of the Shift New Mexico staff for assistance in exiting the building and getting into my vehicle.

_____ I agree and understand that any purchase I make from Shift New Mexico is for my personal use and will not be redistributed to anyone; medical cannabis patient or non-patient.

_____ I agree and understand that I am limited to possessing or purchasing no more than six ounces (168 grams) of cannabis unless my physician has recommended an increase amount of cannabis to effectively treat my condition. This recommendation must be clearly stated on my Physician's Certification and I understand that staff of Shift New Mexico may check with my physician to confirm any increased recommendation and I authorize them to check.

_____ I understand that cannabis may cause several side effects including, but not limited to: dry mouth, lightheadedness, slowed reactions, and loss of balance. I agree not to consume the purchased medicine onsite or in a manner that could endanger the wellbeing of others.

_____ I agree NOT to operate any motor vehicles or other mechanical devices while medicated. I understand that doing so is a violation of state law and is not protected by Title 7 Chapter 34 Part 3. I agree to identify and hold harmless Shift New Mexico to the maximum extent allowed by law for any damages caused by the member operation motor vehicle or heavy equipment while impaired by medical cannabis.

_____ I understand that I will be asked to sign a waiver as part of this patient agreement that will allow Shift New Mexico and their representatives to speak with my physician and the New Mexico Medical Cannabis Registry to confirm my condition as well as any other information that is necessary to provide caregiver services.

_____ I understand all personal information collected by Shift New Mexico is confidential and private. All personal information will not be released to any third party without my express-written consent. I understand that Shift New Mexico may be forced by court order to release certain information and that Shift New Mexico will comply with all lawful court orders in this regard.

_____ I declare that I am not employed by, under-contract to, or in agreement with any municipal, local, provincial, federal or foreign law enforcement agency (Declaration of Non-Law Enforcement Status).

It is policy of Shift New Mexico to update our rules and regulations on a regular basis to reflect changes in the law or to better the operation of the business. To help us provide a high level of products and services, we require patients to maintain a complete and valid New Mexico Medical Cannabis Registry Card (Red Card) or Application and Physician's Certification. It is the patient's responsibility to keep all documents up to date. Ignorance of the law is no excuse! It is the patient's responsibility to become educated on the current laws and regulations that apply to their safe access to medical cannabis. Membership may be revoked at any time by management for any violation or action, not covered in the sections of this agreement, that Shift New Mexico staff and/or management considers unwelcome, unsafe, or unethical. Shift New Mexico and its

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Shift NEW MEXICO

representatives reserve the right to refuse entry and/or service to any person, at any time, and at the discretion of the Shift New Mexico staff and management.

By signing below, I agree to the following:

I have read and understand this Patient Agreement. I understand that failure to abide by these policies may result in my membership being terminated, which would prohibit me from utilizing services offered by Shift New Mexico.

_____ _____/_____/_____

_____

Sign Date Print Name

___/___/___ _____-_____-_____ Want Text Deals? Yes or No (circle one)

Birth Date *for b-day deals! Phone Number Monthly Newsletter and deals? Yes or No

_____@_____

E-Mail Address

How did you hear about us? _____

HIPAA RELEASE AND AUTHORIZATION

From time to time, it may be necessary for Shift New Mexico and their representatives to confirm my condition as well as any other information that is necessary to provide caregiver services or to provide information to an enforcement agency to defend itself. This authorization will allow Shift New Mexico and their representatives to speak with my physician and the New Mexico Medical Cannabis Registry to confirm my condition as well as any enforcement agency or officer in defense of itself.

I give permission to:

1. Any physicians or treatment professionals to disclose and discuss my medical conditions and records with Shift New Mexico and their representatives.
2. The New Mexico Department of Public Health's Medical Cannabis Registry Program to disclose the following protected health information to Shift New Mexico and their representatives.
3. Shift New Mexico and their representatives to disclose the following protected health information to any law enforcement officer, Santa Fe County Law

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enforcement, New Mexico Department of Public Health, Santa Fe County District Attorney, Court prosecutor or opposing counsel.

Information to be disclosed:

1. Any information contained in my medical cannabis registry file.

This protected health information is not a healthcare provider or health plan covered by federal privacy regulations, the information described above may be disclosed to other individuals or institutions and no longer protected by these regulations.

You may refuse this authorization.

You may inspect or copy the protected health information to be used or disclosed under this authorization. For protected health information created as part of a clinical trial, your right to access is suspended until the clinical trial is completed.

Finally, you may revoke this authorization in writing at any time by sending written notification to the Shift New Mexico. Your notice will not apply to actions taken by the requesting person/entity prior to the date they receive your written request to revoke authorization.

_____ _____/_____/_____

Signature of Participant or Personal Representative Date

_____

Printed Name

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4/29/15

Shift CANNABIS CO.

Possession Limitations for Licensed Producers, Primary Caregivers & Qualified Patients

Overview

- The Lynn & Erin Compassionate Use Act, NMSA 1978, allows for the personal use of medical cannabis
- Under this act, there are specific limitations on the quantity of cannabis or cannabis-derived product a primary caregiver and/or qualified patient may possess

Department of Health Definitions

- Adequate Supply
  - Refers to cannabis product(s)
  - Ensures the uninterrupted availability of cannabis for three (3) months or ninety (90) consecutive calendar days
- Licensed Producer
  - Entity licensed to produced medical cannabis

Definitions Continued...

- Primary Caregiver
  - Individual at least eighteen (18) years old
  - Designated by qualified patient or their representative & the patient's practitioner
  - Bound by the requirements of the Lynn & Erin Compassionate Use Act
- Qualified Patient
  - Resident of New Mexico
  - Diagnosed by a licensed practitioner
  - Holds valid Department of Health registry card

Definitions Continued...

- Unit
  - Quantity of useable cannabis, concentrate, or cannabis-derived product
  - Implemented in identifying the maximum supply of cannabis that a qualified patient may possess
- Useable Cannabis
  - Dried leaves and flowers of the female cannabis plant
  - Cannabis-derived products including concentrates
  - Does NOT include seeds, stalks, or roots of the cannabis plant

Producer Possession Limitations

- Licensed Producer
  - One hundred fifty (150) total plants from seedlings to mature female flowering
  - Up to a total of four hundred fifty (450) seedlings, female, and male plants

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4/29/15

Producer Possession Limitations Continued...

- Primary Caregiver and/or Qualified Patient
  - No more than four (4) mature female plants
  - Combined total of twelve (12) seedlings & male plants
  - No more than an adequate supply of useable cannabis as specified in the department's regulations

Individual Possession Limitations

- Qualified Patients
  - Quantity: six (6) ounces (oz.) of useable cannabis
  - No more than two hundred thirty (230) total units
  - Time Period: three (3) months or ninety (90) consecutive calendar days

Frequently Asked Questions

Question: Are licensed producers ever allowed to cultivate/possess more than one hundred fifty (150) total plants?

Answer: Yes. Licensed producers are allowed up to four hundred fifty (450) total plants with Department of Health approval.

Frequently Asked Questions

Question: Where do primary caregivers and/or qualified patients obtain seeds and/or plant cuttings for personal production?

Answer: Seeds and/or plant cuttings may be obtained from licensed producers.

Frequently Asked Questions

Question: Are qualified patients ever allowed to possess more than six (6) ounces (oz.) of useable cannabis within three (3) months or ninety (90) consecutive days?

Answer: Yes. Patients with a qualifying disease, condition, or prognosis may receive an exception from the Department of Health to possess more than six (6) ounces (oz.). Should an exception be granted, it is noted on the Patient ID card.

Shift CANNABIS CO.

Thank You

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Shift NEW MEXICO

Shift New Mexico
Patient Agreement

Although extensive, it is extremely important that we strongly enforce rules and regulations at all times and ask that you agree to uphold and abide by the following policies. If you refuse to complete this agreement in its entirety, Shift New Mexico reserves the right to refuse service. Only patients or caregivers with the original and up-to-date New Mexico Medical Cannabis Registry Card are permitted on the premises. Others may be asked to leave.

This patient agreement does NOT replace the caregiver or center that you have designated through the New Mexico Department of Public Health's Medical Cannabis Registry. This agreement only allows Shift New Mexico to act as "substitute" primary caregiver when you or your designated primary provider is unable to provide you with medical marijuana services now, or from time to time. This form is kept on file at Shift New Mexico and will not be submitted to any state agency.

Please read and initial each section:

_____ New patients without a valid Registry Card can purchase medical cannabis seven (7) days a week between the hours of 8:00 a.m. to 6 p.m. but must provide a copy of Physician's Certification, valid New Mexico State ID, and certified mail receipt.

_____ I am a resident of the State of New Mexico and agree to let Shift New Mexico make and keep a copy of my state identification.

_____ I have read and understand Title 7 Chapter 34 Part 3 of the New Mexico Constitution. (Copies may be provided if you wish to read this law.)

_____ I agree to act in accordance with all aspects of the Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 through 26-2B-7 of the New Mexico Constitution and all other laws and regulations that have been passed, including but not limited to, House Bill 594.

_____ I have a recommendation from a licensed physician stating that medical cannabis might help me with my debilitation condition.

_____ I agree to allow Shift New Mexico to make and keep a copy of my physician's recommendation as well as a copy of my Medical Cannabis Registry Card (Red Card) or Medical Cannabis Registry Application, and, upon request, the recommending physician's telephone contract information to ensure validity of the information.

_____ If SHIFT NEW MEXICO IS NOT my primary caregiver, I want Shift New Mexico and its representatives to act as my "substitute primary caregiver" for the reason that my designated primary provider is unable to provide me with medical cannabis services now and from time to time.

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_____ I agree and understand that if my New Mexico Medical Cannabis Registry Card (Red card) expires, is denied, or is revoked, Shift New Mexico may cancel this agreement and will cease services until renewed documents can be presented.

_____ I agree and understand that cameras and recording devices will not be permitted in our facility.

_____ I agree NOT to bring any weapons or anything that can be used as a weapon into Shift New Mexico. If I have concerns for my safety, I will ask a member of the Shift New Mexico staff for assistance in exiting the building and getting into my vehicle.

_____ I agree and understand that any purchase I make from Shift New Mexico is for my personal use and will not be redistributed to anyone; medical cannabis patient or non-patient.

_____ I agree and understand that I am limited to possessing or purchasing no more than six ounces (168 grams) of cannabis unless my physician has recommended an increase amount of cannabis to effectively treat my condition. This recommendation must be clearly stated on my Physician's Certification and I understand that staff of Shift New Mexico may check with my physician to confirm any increased recommendation and I authorize them to check.

_____ I understand that cannabis may cause several side effects including, but not limited to: dry mouth, lightheadedness, slowed reactions, and loss of balance. I agree not to consume the purchased medicine onsite or in a manner that could endanger the wellbeing of others.

_____ I agree NOT to operate any motor vehicles or other mechanical devices while medicated. I understand that doing so is a violation of state law and is not protected by Title 7 Chapter 34 Part 3. I agree to identify and hold harmless Shift New Mexico to the maximum extent allowed by law for any damages caused by the member operation motor vehicle or heavy equipment while impaired by medical cannabis.

_____ I understand that I will be asked to sign a waiver as part of this patient agreement that will allow Shift New Mexico and their representatives to speak with my physician and the New Mexico Medical Cannabis Registry to confirm my condition as well as any other information that is necessary to provide caregiver services.

_____ I understand all personal information collected by Shift New Mexico is confidential and private. All personal information will not be released to any third party without my express-written consent. I understand that Shift New Mexico may be forced by court order to release certain information and that Shift New Mexico will comply with all lawful court orders in this regard.

_____ I declare that I am not employed by, under-contract to, or in agreement with any municipal, local, provincial, federal or foreign law enforcement agency (Declaration of Non-Law Enforcement Status).

It is policy of Shift New Mexico to update our rules and regulations on a regular basis to reflect changes in the law or to better the operation of the business. To help us

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Shift NEW MEXICO

provide a high level of products and services, we require patients to maintain a complete and valid New Mexico Medical Cannabis Registry Card (Red Card) or Application and Physician's Certification. It is the patient's responsibility to keep all documents up to date. Ignorance of the law is no excuse! It is the patient's responsibility to become educated on the current laws and regulations that apply to their safe access to medical cannabis. Membership may be revoked at any time by management for any violation or action, not covered in the sections of this agreement, that Shift New Mexico staff and/or management considers unwelcome, unsafe, or unethical. Shift New Mexico and its representatives reserve the right to refuse entry and/or service to any person, at any time, and at the discretion of the Shift New Mexico staff and management.

By signing below, I agree to the following:

I have read and understand this Patient Agreement. I understand that failure to abide by these policies may result in my membership being terminated, which would prohibit me from utilizing services offered by Shift New Mexico.

_____ _____/_____/_____

_____

Sign Date Print Name

___/___/___ _____-_____-_____ Want Text Deals? Yes or No (circle one)

Birth Date *for b-day deals! Phone Number Monthly Newsletter and deals? Yes or No

_____@_____

E-Mail Address

How did you hear about us? _____

HIPAA RELEASE AND AUTHORIZATION

From time to time, it may be necessary for Shift New Mexico and their representatives to confirm my condition as well as any other information that is necessary to provide caregiver services or to provide information to an enforcement agency to defend itself. This authorization will allow Shift New Mexico and their representatives to speak with

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Shift NEW MEXICO

my physician and the New Mexico Medical Cannabis Registry to confirm my condition as well as any enforcement agency or officer in defense of itself.

I give permission to:

1. Any physicians or treatment professionals to disclose and discuss my medical conditions and records with Shift New Mexico and their representatives.
2. The New Mexico Department of Public Health's Medical Cannabis Registry Program to disclose the following protected health information to Shift New Mexico and their representatives.
3. Shift New Mexico and their representatives to disclose the following protected health information to any law enforcement officer, Santa Fe County Law enforcement, New Mexico Department of Public Health, Santa Fe County District Attorney, Court prosecutor or opposing counsel.

Information to be disclosed:

1. Any information contained in my medical cannabis registry file.

This protected health information is not a healthcare provider or health plan covered by federal privacy regulations, the information described above may be disclosed to other individuals or institutions and no longer protected by these regulations.

You may refuse this authorization.

You may inspect or copy the protected health information to be used or disclosed under this authorization. For protected health information created as part of a clinical trial, your right to access is suspended until the clinical trial is completed.

Finally, you may revoke this authorization in writing at any time by sending written notification to the Shift New Mexico. Your notice will not apply to actions taken by the requesting person/entity prior to the date they receive your written request to revoke authorization.

_____ _____/_____/

Signature of Participant or Personal Representative Date

_____

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Shift NEW MEXICO

Printed Name

BFA.D9

Steep Hill Halent™

CANNABIS ANALYTICS AND RESEARCH

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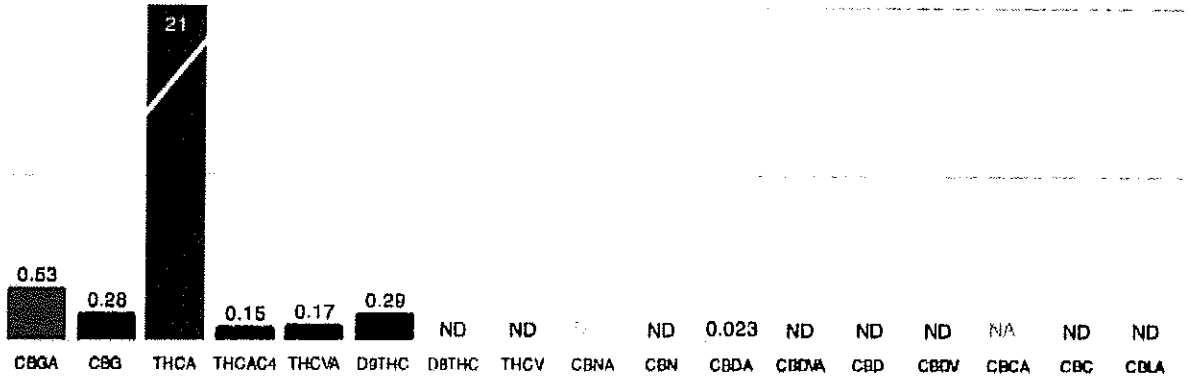
+1 (800) 958-0955

Bruce Banner 3

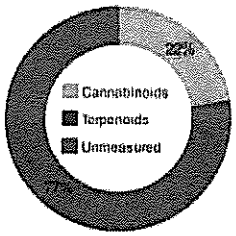
Customer: Green Dream	Test Site: SHL Denver	Instrument: LCMSMS

Test: Terpenoid/Cannabinoid Profile	Type: Flower	Customer's ID: -	Sample ID: 140731-07-002
Submitted: -	Tested: 08/03/2014	Reported: 08/03/2014	Sample Mass: 505.1 mg

Cannabinoids as Percent of Total Sample Mass



Sample Overview



Sample Details

Mycotoxin	NOT REQUESTED
Pesticide	NOT REQUESTED

For more information about this report, including how to calculate your own approximate post-decarboxylate THC and CBD values, please visit www.steephilllab.com/FAQ.

DEA.D9

Steep Hill Halent™

CANNABIS ANALYTICS AND RESEARCH

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Bruce Banner 3

Customer: Green Dream	Test Site: SHL Denver	Instrument: LCMSMS

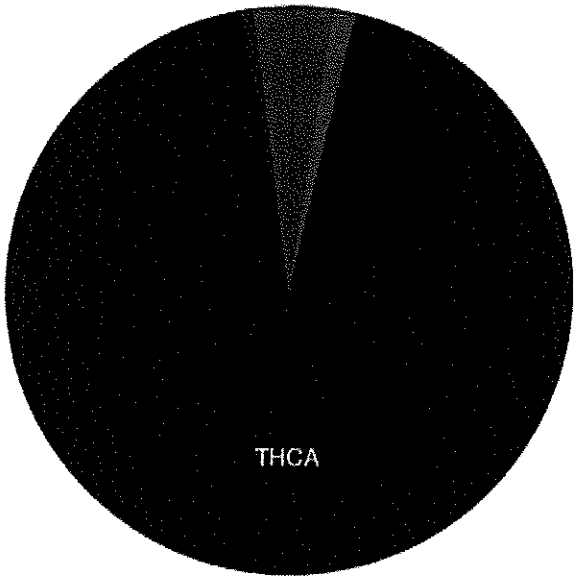
Test: Terpenoid/Cannabinoid Profile Type: Flower Customer's ID: - Sample ID: 140731-07-002

Submitted: - Tested: 08/03/2014 Reported: 08/03/2014 Sample Mass: 505.1 mg

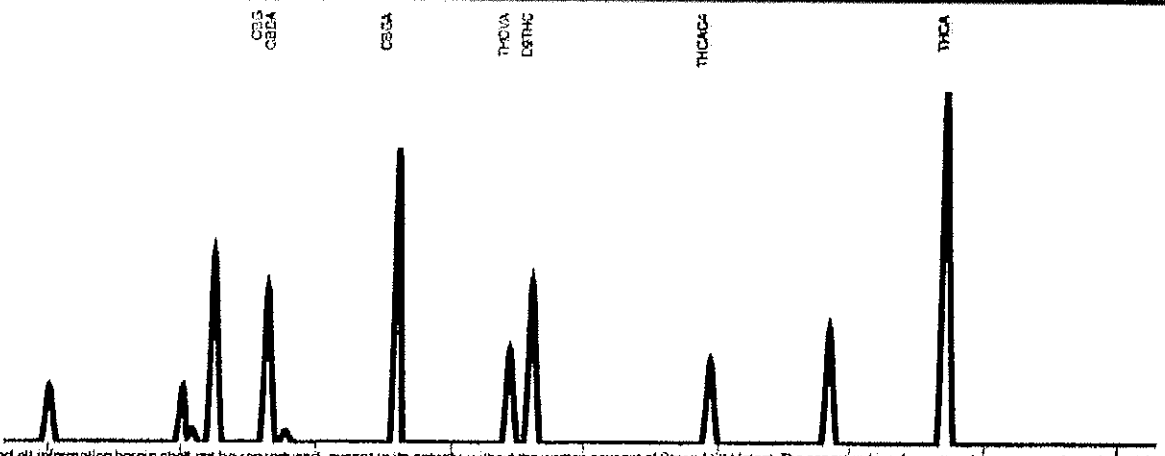
Cannabinoid Profile

Compound	% mass	≈ mg/g
CBGA	0.53	5.3
CBG	0.28	2.8
THCA	21	210
THCAC4	0.15	1.5
THCVA	0.17	1.7
D9THC	0.29	2.9
D8THC	ND	ND
THCV	ND	ND
CBNA	NA	NA
CBN	ND	ND
CBDA	0.023	0.22
CBDVA	ND	ND
CBD	ND	ND
CBDV	ND	ND
CBCA	NA	NA
CBC	ND	ND
CBLA	ND	ND

Fractions of Measured Cannabinoids



Calculated Liquid Chromatogram



REA.D 9

Steep Hill Halent™

CANNABIS ANALYTICS AND RESEARCH

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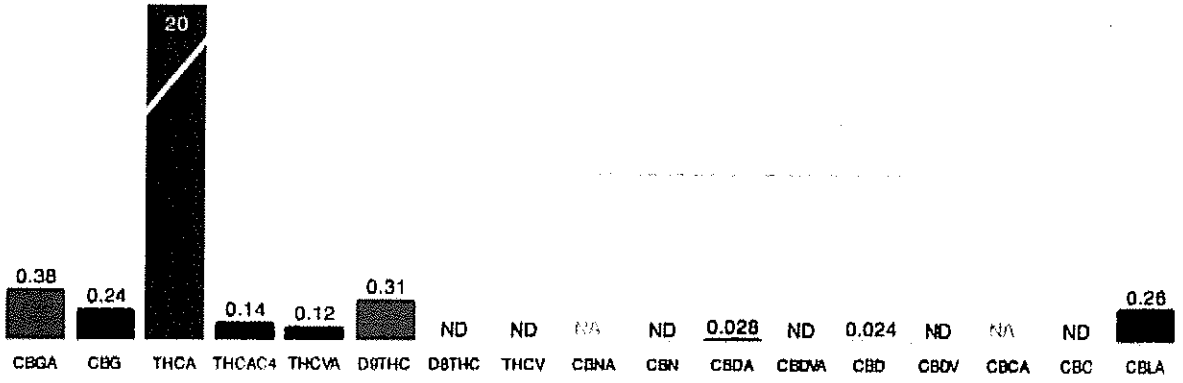
Chem 4

Customer: Green Dream Health	Test Site: SHL Denver	Instrument: LCMSMS

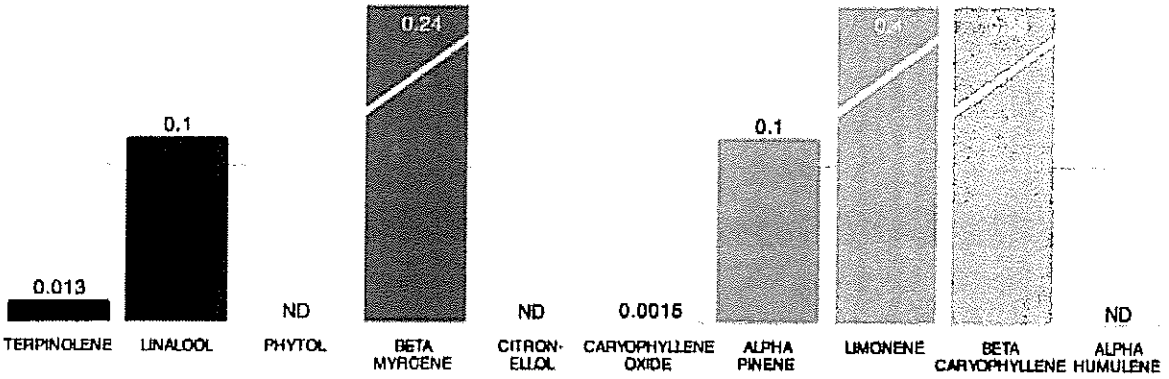
Test: Terpenoid/Cannabinoid Profile Type: Flower Customer's ID: - Sample ID: 140826-04-004

Submitted: - Tested: 08/27/2014 Reported: 08/28/2014 Sample Mass: 504.3 mg

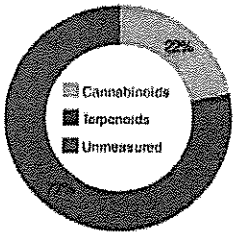
Cannabinoids as Percent of Total Sample Mass



Terpenoids as Percent of Total Sample Mass



Sample Overview



Sample Details

Mycotoxin	NOT REQUESTED
Pesticide	NOT REQUESTED

For more information about this report, including how to calculate your own approximate post-decarboxylate THC and CBD values, please visit www.steephilllab.com/FAQ.

RFA.D9

Steep Hill Halent™

CANNABIS ANALYTICS AND RESEARCH

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Chem 4

Customer: Green Dream Health	Test Site: SHL Denver	Instrument: LCMSMS

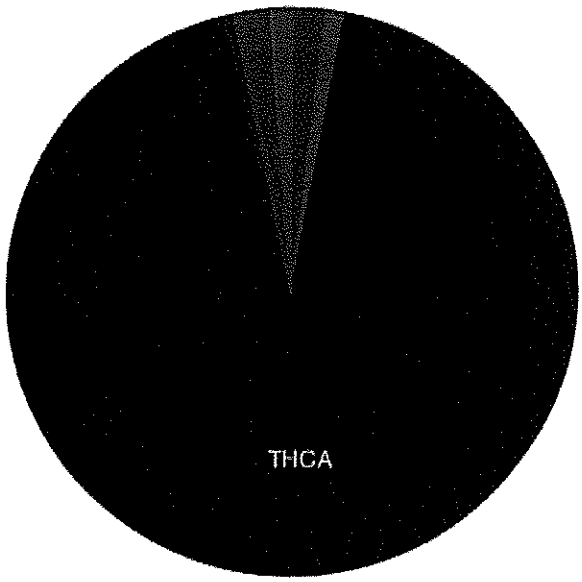
Test: Terpenoid/Cannabinoid Profile Type: Flower Customer's ID: - Sample ID: 140826-04-004

Submitted: - Tested: 08/27/2014 Reported: 08/28/2014 Sample Mass: 504.3 mg

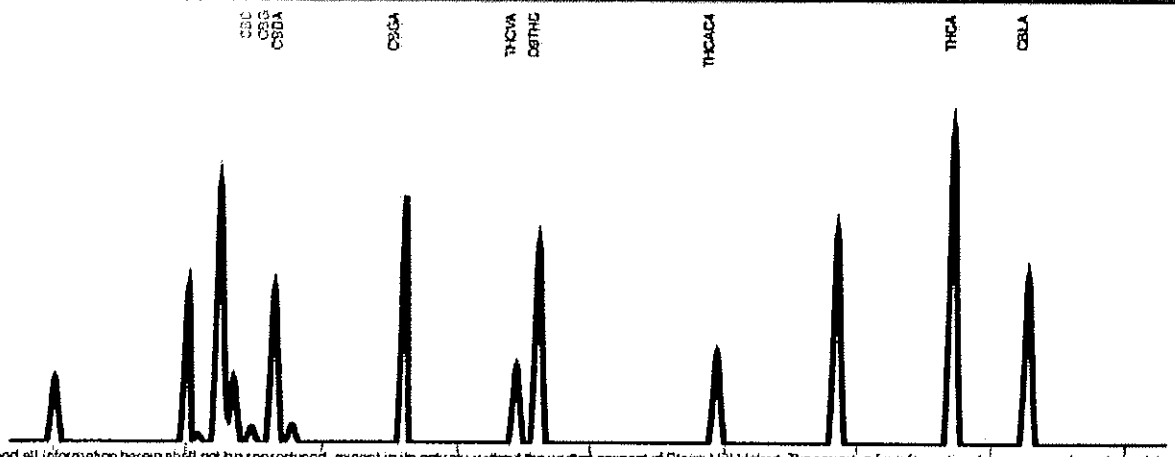
Cannabinoid Profile

Compound	% mass	= mg/g
CBGA	0.38	3.8
CBG	0.24	2.4
THCA	20	200
THCAC4	0.14	1.4
THCVA	0.12	1.2
D9THC	0.31	3.1
D8THC	ND	ND
THCV	ND	ND
CBNA	NA	NA
CBN	ND	ND
CBDA	0.028	0.28
CBDVA	ND	ND
CBD	0.024	0.24
CBDV	ND	ND
CBCA	NA	NA
CBC	ND	ND
CBLA	0.28	2.8

Fractions of Measured Cannabinoids



Calculated Liquid Chromatogram



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Chem 4

Customer: Green Dream Health	Test Site: SHL Denver	Instrument: LCMSMS

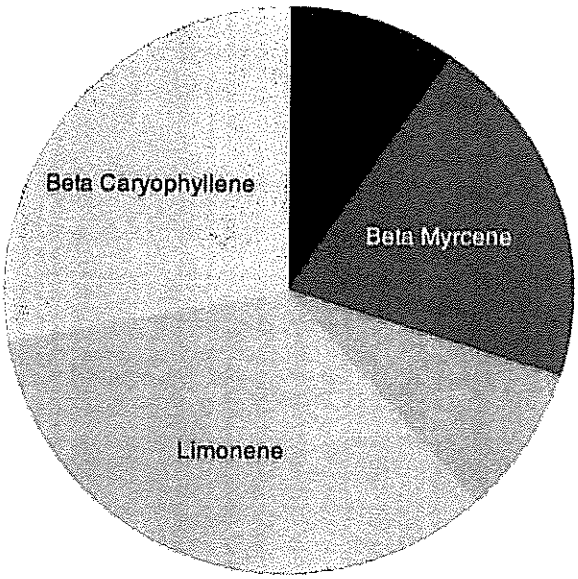
Test: Terpenoid/Cannabinoid Profile | Type: Flower | Customer's ID: - | Sample ID: 140826-04-004

Submitted: - | Tested: 08/27/2014 | Reported: 08/28/2014 | Sample Mass: 504.3 mg

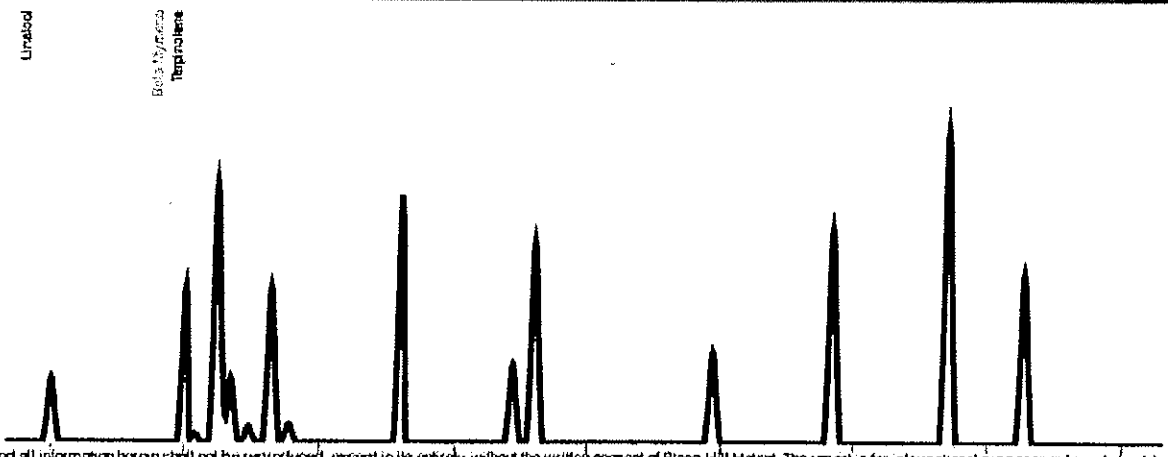
Terpenoid Profile

Compound	% mass	mg/g
Terpinolene	0.013	0.13
Linalool	0.1	1
Phytol	ND	ND
Beta Myrcene	0.24	2.4
Citronellol	ND	ND
Caryophyllene Oxide	0.0015	0.015
[illegible]	0.1	1
Limonene	0.4	4
Beta Caryophyllene	0.33	3.3
Alpha Humulene	ND	ND

Fractions of Measured Terpenes



Calculated Liquid Chromatogram



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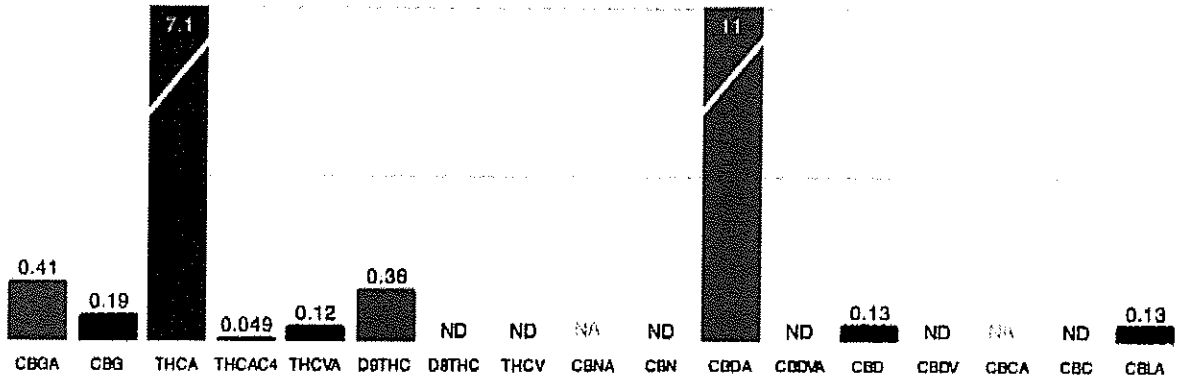
Good Meds

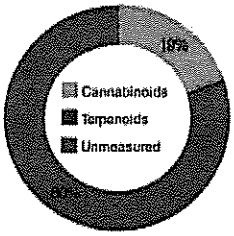
Customer: Green Dream Health	Test Site: SHL Denver	Instrument: LCMSMS

Test: Terpenoid/Cannabinoid Profile	Type: Flower	Customer's ID: -	Sample ID: 140826-04-003
Submitted: -	Tested: 08/27/2014	Reported: 08/28/2014	Sample Mass: 514.9 mg

Cannabinoids as Percent of Total Sample Mass



Sample Overview



Sample Details

Mycotoxin	NOT REQUESTED
Pesticide	NOT REQUESTED

For more information about this report, including how to calculate your own approximate post-decarboxylate THC and CBD values, please visit www.steephilllab.com/FAQ.

RFA.D 9

Steep Hill Halent™

CANNABIS ANALYTICS AND RESEARCH

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Good Meds

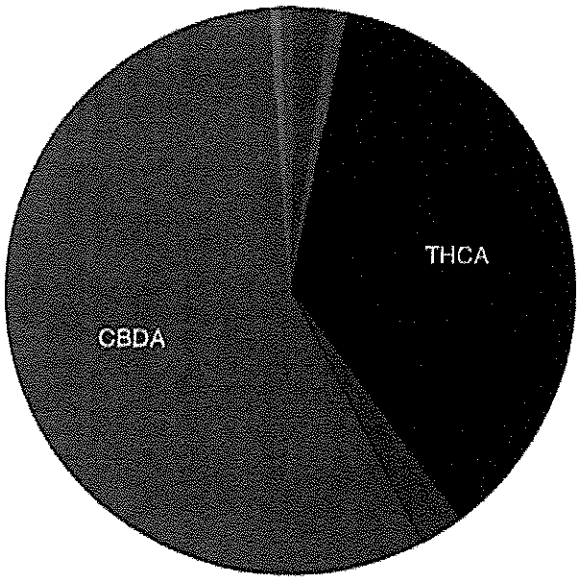
Customer: Green Dream Health	Test Site: SHL Denver	Instrument: LCMSMS

Test: Terpenoid/Cannabinoid Profile	Type: Flower	Customer's ID: -	Sample ID: 140828-04-003
Submitted: -	Tested: 08/27/2014	Reported: 08/28/2014	Sample Mass: 514.9 mg

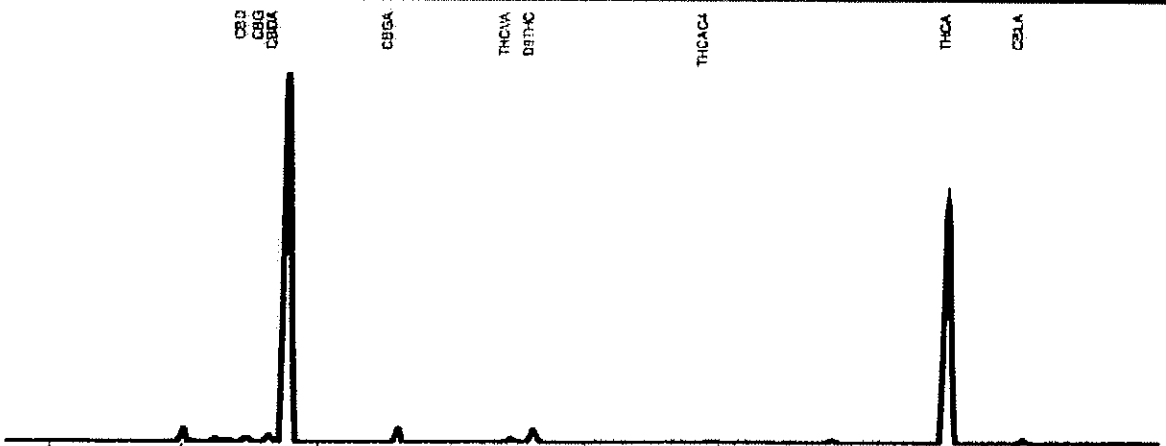
Cannabinoid Profile

Compound	% mass	≈ mg/g
CBGA	0.41	4.1
CBG	0.19	1.9
THCA	7.1	71
THCAC4	0.049	0.49
THCVA	0.12	1.2
D9THC	0.36	3.6
D8THC	ND	ND
THCV	ND	ND
CBNA	NA	NA
CBN	ND	ND
CBDA	11	110
CBDVA	ND	ND
CBD	0.13	1.3
CBDV	ND	ND
CBCA	NA	NA
CBC	ND	ND
CBLA	0.13	1.3

Fractions of Measured Cannabinoids



Calculated Liquid Chromatogram



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10

Shift NEW MEXICO

Shift New Mexico

Cannabis & Cannabis-Derived Products: Ingestion Options

Smoking (Combustion)

Heating raw flowers in a smoking device such as a pipe activates tetrahydrocannabinol-a (THCa) to tetrahydrocannabinol (THC), the component that gives the psychoactive feeling associated with being high and also demonstrated to be medicinally beneficial for a number of conditions. It also activates cannabidiol (CBD) from cannabidiol-a (CBDa), another medicinal component in cannabis demonstrated to reduce seizures, among many other symptoms. Without heat, these components, or cannabinoids as they are titled, are left in their raw, acidic forms. Consuming raw cannabis is beneficial for many symptoms but smoking typically demonstrates more immediate relief. Smoking has the fastest action time after consuming than any other method of ingestion. Users may feel the effects from smoking within five (5) seconds of inhaling. Effects can be felt for up to two hours with a peak of around a half hour usually experienced ten (10) minutes after consumption. This method of ingestion is recommended for those seeking immediate relief and for acute medical symptoms, i.e. headaches, nausea, anxiety and depression. Smoke causes irritation in the throat and lungs that may result in heavy coughing when inhaled. Combustion also allows for the degradation of THC to cannabinol (CBN), another medicinal component of cannabis that demonstrates aid with sleep and inflammation. Smoking is typically the only way to ingest CBN.

Vaporizing

Like smoking, vaporizing requires the inhalation of heated raw material. Instead of combusting the flower, however, vaporizers are controlled electronically and the temperature is set to maximize cannabinoid activation while minimizing throat and lung irritation. This method is recommended for those who seek immediate relief from symptoms who may also be sensitive to the inhalation of smoke. Vaporizing also maximizes the potential to consume terpenes, which are the source of the varying aromas and flavors of cannabis. Terpenes evaporate and are active at lower temperatures than the combustion of the plant material. Thus, vaporizing, rather than smoking, is the best way to experience the flavors present in cannabis. Terpenes have demonstrated medicinal value in much the same way essential oils demonstrate a broad spectrum of symptom relief. Terpenes, more than cannabinoids, are responsible for the differences between different cannabis strains.

Edibles

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Cannabis may be ingested orally by eating infused foods, otherwise known as edibles. To feel the effect of THC, raw cannabis must be activated before consuming. Typically, this process is done either before the cannabis is infused in a foodstuff, or baked with the food to achieve activation. Just as a flame from a lighter activates THCa to THC so the human system may metabolize the active components, incorporating raw cannabis material into a batter and baking the mixture achieves the same result. Orally consuming cannabis typically results in a prolonged, time-release type of experience. It may take some users twenty (20) minutes or less to feel an effect whereas it may take others up to three (3) hours to fully process the medication in the digestive system before feeling anything. Each body is different and cannabis effects are intensified by eating cannabis-infused foods, as opposed to smoking or vaporizing cannabis product(s). It is estimated that edibles have ten (10) times the bioavailability of the medicinal components than smoking. In other words, a single puff of a pipe may result in around ten (10) milligrams (mg) consumed. An edible infused with 10 mg of THC is estimated to have the same effect as say ten (10) puffs from that pipe. Again this relationship is variable based on each individual's metabolism. The Colorado Marijuana Enforcement Division recommends a dosage of 10 mg and to not consume any cannabis two (2) hours after ingestion. This method may provide a framework for how an individual may react to orally ingesting cannabis. Some may feel an immense effect and some may not feel a thing. Typically, ingesting an edible can be felt within two (2) hours of consumption and the effects could last for several hours. Edibles are recommended for those with chronic pain associated with debilitating physical conditions and also for those with sensitive or damaged respiratory systems as an alternative to smoking.

Tincture

Rather than baked goods, lollipops, sodas, and candies, cannabis may also be infused into alcohol, vegetable oils or glycol (nonpolar solvents). Using these solvents, pre-activated cannabis can be highly concentrated in vials and made available to administer through a liquid dropper. Dosages are typically listed as "x milligrams per mL". Tinctures do not require the degree of digestion that edibles do and effects are usually felt soon after consumption and for a shorter duration than edibles. Tinctures vary in dosage but are intended for patients with debilitating conditions who don't prefer smoking or edibles but still seek active cannabinoids for symptom relief. Dose flexibility is most possible with this method of ingestion. Tinctures are preferable to patients who don't quite know how cannabis affects them so they can take just a few drops and see how it works, rather than trying to break a brownie in half for instance.

Topical

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Medicinal benefits from cannabis can be achieved without internal consumption altogether. Topical lotions, creams and salves have demonstrated symptom relief for swelling, spasms, itchiness, dryness, eczema, arthritis and other conditions. Topical applications do not result in the psychoactive effects associated with other forms of consumption. Topical solutions are recommended for just about anybody, as they are non-psychoactive, are safe to use in large amounts, and are a great introduction to cannabis as medicine.

RFA.D
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Shift NEW MEXICO

Shift New Mexico

Cannabis & Cannabis-Derived Products: Inhalation Techniques

Smoking (Combustion)

Smoking is achieved by applying a flame to crumbled plant matter in a smoking device, channeling the air in a chamber and inhaling a concentrated amount of smoke into the lungs. Common devices are pipes, bubblers, bongs or water-pipes, and joints. Since tetrahydrocannabinol (THC), a component in cannabis that provides euphoria and medicinal benefit, is not soluble in water, bongs and bubblers incorporate water to concentrate the amount of smoke one may consume in one single inhalation. Joints, or cannabis cigarettes, alternatively, deliver more controlled, lower doses of THC per inhalation. Smoke can irritate the throat and lungs while consuming and could produce heavy coughing when inhaled.

Vaporizing

Vaporizing is achieved by applying heat to crumbled plant matter but not to a degree that would combust the material, usually between three hundred and four hundred fifty (300 – 450) degrees. Vaporizing is less abrasive on the respiratory system than smoking but could still irritate the throat and lungs. Users describe vaporizing to be a more flavorful experience than smoking because terpenes, the medicinal building blocks of essential oils, evaporate instead of combust and are also made available to inhale. Vaporizers come in all colors, shapes and sizes and are available for sale online and in many smoke shops.

Dabbing

Dabbing is a term given to vaporizing a small amount- a dab if you will- of cannabis extract (also called hash, oil, wax, shatter, etc.) on a pre-heated nail or coil and inhaled through a smoking device, typically a water pipe especially fitted to consuming cannabis extract. This device is commonly referred to as an "oil rig". Cannabis extract, or hash oil, is very concentrated, contains no plant matter and is typically comprised of cannabinoids and plant lipids only. Dabbing produces smoke that expands in the lungs and typically induces heavy coughing after inhalation. Cannabis extract was first used to treat severe medical conditions like cancer with demonstrable success. Dabbing is recommended for patients with severe conditions that requite a very intensive cannabinoid regiment.

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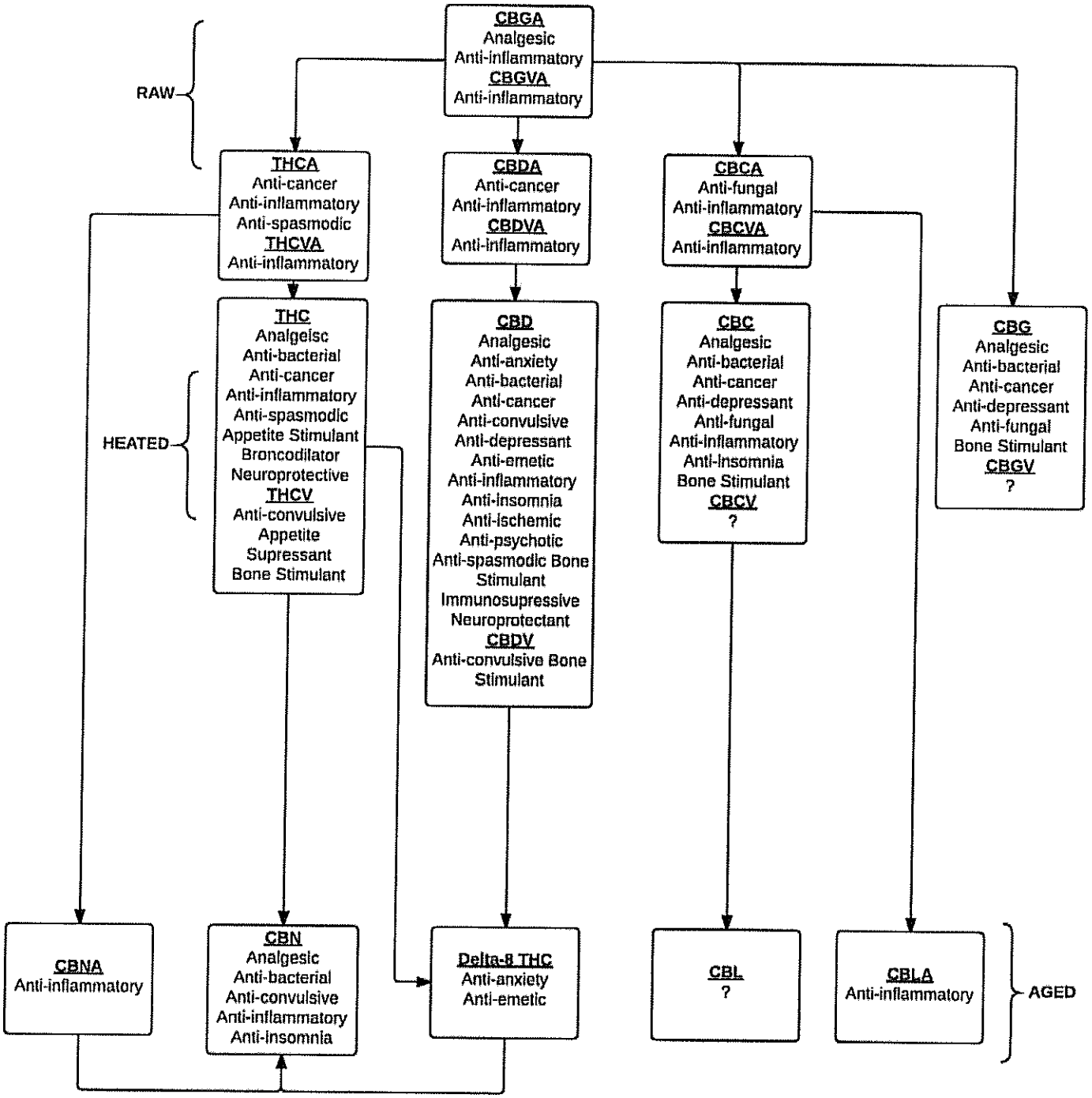
Cannabinoids & Their Therapeutic Effects



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Shift NEW MEXICO

Shift New Mexico

Adverse Effects Reporting Narrative

Shift Cannabis Co. acts as a patient advocate and in doing so we take consumer complaints very seriously. We ask patients and caregivers to fill out our provided feedback forms so that we can ensure each batch delivered to the patient base of New Mexico not only for cannabis produced on site, but for wholesale cannabis produced by other state licensed producers, is of medical grade quality. Shift Cannabis Co. also wants to ensure all patients have an enjoyable experience using our products. If a patient has an adverse effect using any of our cannabis products, they are encouraged to complete our patient feedback form and drop it off at our distribution location.

Taking patient safety seriously, Shift New Mexico has set up a transparent approach to our patient feedback procedure. The company will appoint a manager to facilitate the resolution of all product complaints. Any and all complaints that Shift Cannabis Co. receives will be forwarded to the New Mexico Department of Health for evaluation, along with batch test results provided by Shift Cannabis Co. Patients are encouraged to contact the department with any complaints and concerns.

Each batch of cannabis Shift New Mexico distributes will be accompanied with a product survey. If a patient or caregiver has any issues with any product or products provided by Shift Cannabis Co., we will provide a full refund with a valid proof of purchase.

Shift Cannabis Co. will provide educational materials for patients regarding the potential negative side effects of cannabis. Shift New Mexico will also provide tests for tetrahydrocannabinol (THC), cannabidiol (CBD), mycotoxin, and microbial pathogens to the Department of Health and patients upon request. Again, with each unit sold, patients are given a quality feedback survey. The survey will have Shift New Mexicos' contact information as well as the Department of Health's.

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Shift NEW MEXICO

Shift New Mexico

Patient Cannabis and Cannabis-Derived Product Feedback

Patient Registration Number:

_____

Dispensary Name:

_____

Dispensary Address:

_____

Dispensary Phone Number & Email:

_____

Dispensary License Number:

_____

Date Product Purchased:

_____

Product Name:

_____

Batch Identification Number: _____ Batch Package Date: _____

Please attach defective material and package, when possible.

Complaint:

_____

_____

_____

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Shift NEW MEXICO

Recommended Action:

_____

_____

Additional Comments:

_____

_____

Office Use Only

Manager Notified? Yes ___ No ___

Please feel free to contact the New Mexico Department of Health Medical Cannabis Program with any questions or concerns Reporting Department (505)-827-0006.

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Shift NEW MEXICO

The main focus Shift Cannabis Co. is to provide the highest caliber medicinal cannabis to the patients in the State of Enchantment. This objective will be carried out in a multiphasic approach from the cultivation of Hand Raised Cannabis tm to the harvest and final cure process which implements hospital grade air quality treatment systems – quality and consistency are the top priorities of our product. Shift Cannabis Co. views the harvest process as one of the most vital in providing patients with the highest grade of medicinal cannabis.

This core belief and uncompromising perspective has led to our development of a detailed harvest and curing process that guides Harvest Managers and Plant Trimmers to successful outcomes with a highly crafted finished product. High quality in Cannabis is often measured by tactile and olfactory senses; Shift Cannabis Co. will ensure that the cannabis cultivated will deliver New Mexican patients that experience.

Shift Cannabis Co. acts as a patient advocate, in doing so we take consumer complaints very seriously, we ask patients and caregivers to fill out our provided feedback forms so that we can ensure each batch delivered to the patient base of New Mexico not only for cannabis produced on site but for wholesale cannabis produced by other state licensed producer is of medical quality.

Taking patient safety seriously Shift New Mexico has set up a transparent approach to our complaint procedure. The company will appoint a manager to facilitate the resolution of product complaints. All complaints received will be sent by the manager to the Department for evaluation along with batch test results provided by Shift Co. Patients are encouraged to contact the department with any complaints and concerns.

Each batch of cannabis Shift New Mexico distributes will be accompanied with a product survey If a patient or caregiver has any issues with any product provided by Shift Cannabis, Shift will provide a full refund with a valid proof of purchase.

Shift will provide educational materials in the form of classes and pamphlets for patients regarding the potential negative side effects of cannabis. Shift New Mexico will also provide tests for THC, CBD mycotoxin and microbial pathogens to the Department of Health and patients upon request. Again, with each unit sold patients are given a feedback survey. The survey will have Shift New Mexicos'

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Shift NEW MEXICO

Shift New Mexico

Cannabis and Cannabis-Derived Product Feedback

Dispensary Name:

_____

Dispensary Address:

_____

Dispensary Phone Number & Email:

_____

Dispensary License Number:

_____

Date Product Purchased:

_____

Product Name:

_____

Batch Identification Number: _____ Batch Package Date:

_____

Please attach defective material and package, when possible.

Complaint:

_____

_____

_____

Recommended Action:

_____

RFA. D
14

Shift NEW MEXICO

_____

Additional Comments:

_____

_____

Office Use Only:

Manager Notified? Yes ___ No ___

Please feel free to contact the New Mexico Department of Health Medical Cannabis Program with any questions or concerns Reporting Department (505)-827-0006.

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Shift NEW MEXICO

Shift New Mexico
New Mexico Department of Health Medical Cannabis Program
Production Acknowledgement

Shift New Mexico acknowledges and attests that at no time shall we exceed the total of mature female plants and seedlings contained in any production license held by Shift New Mexico. Furthermore, Shift New Mexico acknowledges and fully understands that the New Mexico Department of Health Medical Cannabis laws and regulations clearly define the following terms:

- "Act" means the Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 through 26-2B-7.
- "Cannabis" means all parts of the plant, cannabis sativa, and cannabis indica, whether growing or not and the resin extracted from any part of the plant.
- "Male Plant" means a male cannabis plant.
- "Mature Female Plant' means a harvestable female cannabis plant that is flowering.
- "Plant" means any cannabis plant, cutting, or clone that has roots or that is cultivated with the intention of growing roots.
- "Seedling" means a cannabis plant that has no flowers.
- "Useable Cannabis" means the dried leaves and flowers of the female cannabis plant and cannabis-derived products, including concentrates, but does not include the seeds, stalks, or roots of the plant.

In addition, Shift New Mexico further acknowledges under New Mexico Department of Health 7.34.4.8, Section A Number 2 that:

"A non-profit producer that operates a facility and, at any one time, is limited to a combined total of no greater that 450 mature female plants, seedlings, and male plants, and an inventory of useable cannabis and seeds that reflects current patient needs, and that shall sell cannabis with a consistent unit price, without volume discounts or promotional sales based on the quantity purchased. A non-profit producers shall not possess a quantity of either mature female plants or seedlings and male plants that exceeds the quantities authorized by their licensure and associated licensing fee. A

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licensed non-profit producer may sell and distribute useable cannabis to a person or entity authorized to possess and receive it. A licensed non-profit producer may obtain plants, seeds, and useable cannabis from other non-profit producers."

Shift New Mexico also acknowledges and attests to reading and reviewing the New Mexico Department of Health Law Enforcement Information Fact Sheet which states:

"Licensed Non-Profit Producers (LNPP) are limited to 150 total plants; including mature, seedlings, cuttings, and clones and useable cannabis in the form of plant material, resins, compounds, salts, and mixtures or preparations."

References

New Mexico Department of Health Medical Cannabis Program Homepage, www.nmhealth.org/about/mcp/svcs/, April 22, 2015.

New Mexico Department of Health Medical Cannabis Program Frequently Asked Questions (FAQs), www.nmhealth.org/publication/view/help/132/, April 22, 2015.

New Mexico Department of Health Medical Cannabis Program Law Enforcement Information Sheet, www.nmhealth.org/publication/view/regulation/126/, April 22, 2015.

Shift NEW MEXICO

WARNING

CONSUMPTION OF MEDICAL CANNABIS OR CANNABIS-DERIVED PRODUCTS IS STRICTLY PROHIBITED. IT IS ILLEGAL FOR ANY INDIVIDUAL TO CONSUME MEDICAL CANNABIS OR CANNABIS-DERIVED PRODUCTS IN THE PRODUCTION AND DISTRIBUTION LOCATIONS. INDIVIDUALS FOUND IN VIOLATION OF THIS WARNING WILL BE PUNISHED TO THE FULLEST EXTENT OF THE LAW.

REA.D.
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Shift NEW MEXICO

Shift New Mexico
New Mexico Department of Health Medical Cannabis Program
Patient Identification Acknowledgement

Shift New Mexico acknowledges and attests that we will require the presentation of a New Mexico Department of Health Medical Cannabis Program issued identification card as well as a valid New Mexico photo identification card or a passport from every purchaser before selling or otherwise distributing medical cannabis or cannabis derived products to qualified patients and primary caregivers. Furthermore, Shift New Mexico acknowledges and fully understands that the New Mexico Department of Health Medical Cannabis laws and regulations clearly define the following terms:

- "Minor" means an individual less that eighteen (18) years of age

- "Primary Caregiver" means a resident of New Mexico who is at least eighteen (18) years of age and who has been designated by the qualified patient or their representative and the patient's practitioner as being necessary to take responsibility for managing the wellbeing of a qualified patient with respect to the medical use of cannabis pursuant to the provisions of the Lynn and Erin Compassionate Use Act, Section 26-2B-1 et seq, NMSA 1978.

- "Qualified Patient" means a resident of New Mexico who has been diagnosed by a practitioner as having a debilitating medical condition and has received a registry identification card issued pursuant to the requirements of the act or department rules.

- "Registry Identification Card" means a document issued and owned by the department which identifies a qualified patient authorized to engage in the use of cannabis for a debilitating medical condition or a document issued by the department which identifies a primary caregiver authorized to engage in the intrastate possession and administration of cannabis for the sole use of the qualified patient.

In addition, Shift New Mexico further acknowledges and attests to reading and reviewing the New Mexico Department of Health Law Enforcement Information Fact Sheet which states:

"Qualified patients, primary caregivers, and licensed non-profit producers all carry New Mexico Department of Health (DOH) issued registry identification cards (ID). To verify that a card or license is valid and in good standing, please call (505) 231-6740

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anytime. This number is for New Mexico Law Enforcement only. If you need assistance during business hours you may also call the Medical Cannabis Program (MCP) at (505) 827-2321."

References

New Mexico Department of Health Medical Cannabis Program Homepage, www.nmhealth.org/about/mcp/svcs/, April 22, 2015.

New Mexico Department of Health Medical Cannabis Program Law Enforcement Information Sheet, www.nmhealth.org/publication/view/regulation/126/, April 22, 2015.

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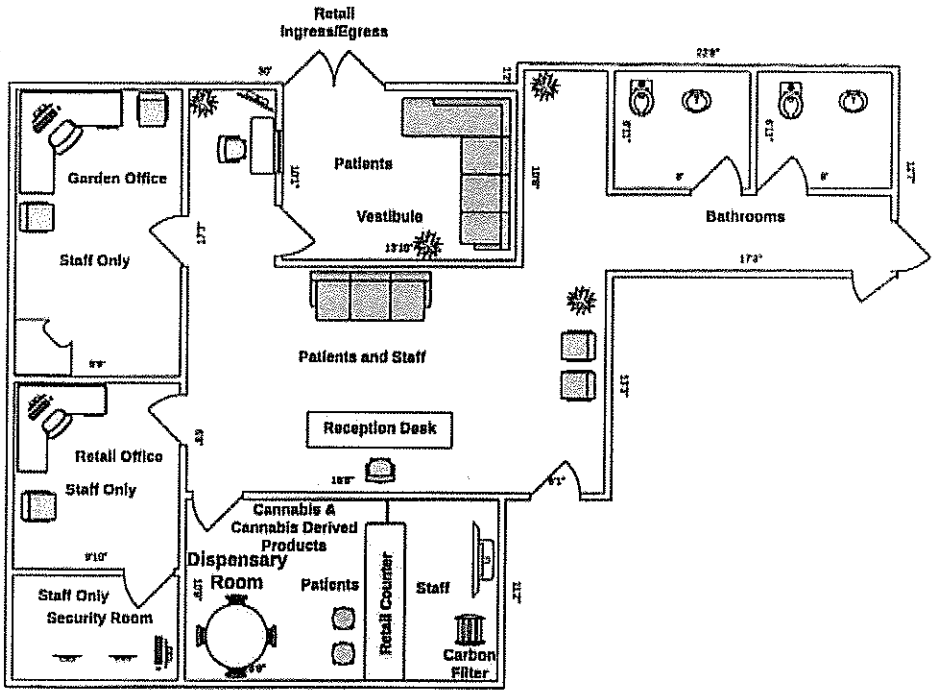
18



Retail Floor Plan
18. a.
Entire building is 4200 square feet, front section that includes retail and other office areas is 2100 square feet.
18. b.
Marked as staff or patients for access

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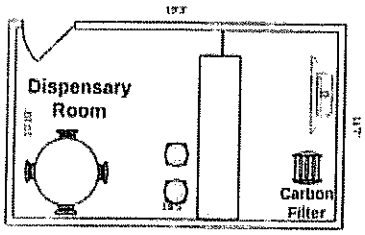
18



Cannabis
Storerooms and
Stockrooms

18. c.
The square
footage and
location of the
areas to be used
as storerooms or
stockrooms – 319
square feet

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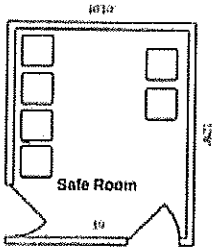
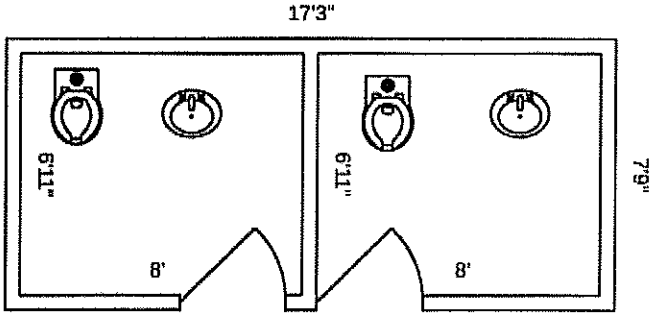


Safe Room

18. d.

The location of any approved safes or approved vaults that are to be used to store cannabis – 120 square feet

RFA. D
18



Toilet Facilities

18. e.
The location of the toilet facilities are between the vestibule and safe room

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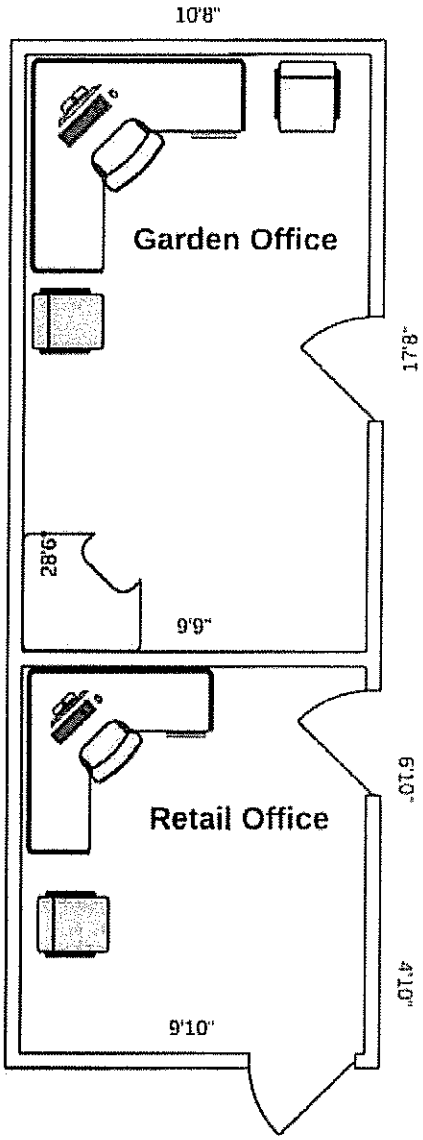
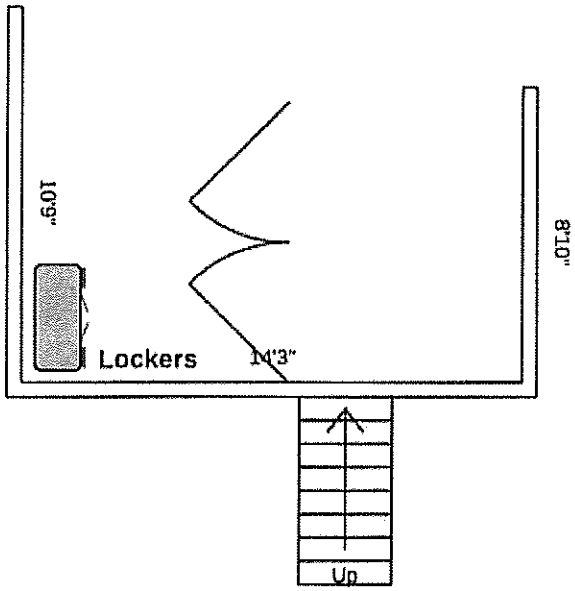


Break Rooms and Personal Belonging lockers

18. f.

The break rooms are the offices for each department, and lockers are located in passageway between retail and cultivation



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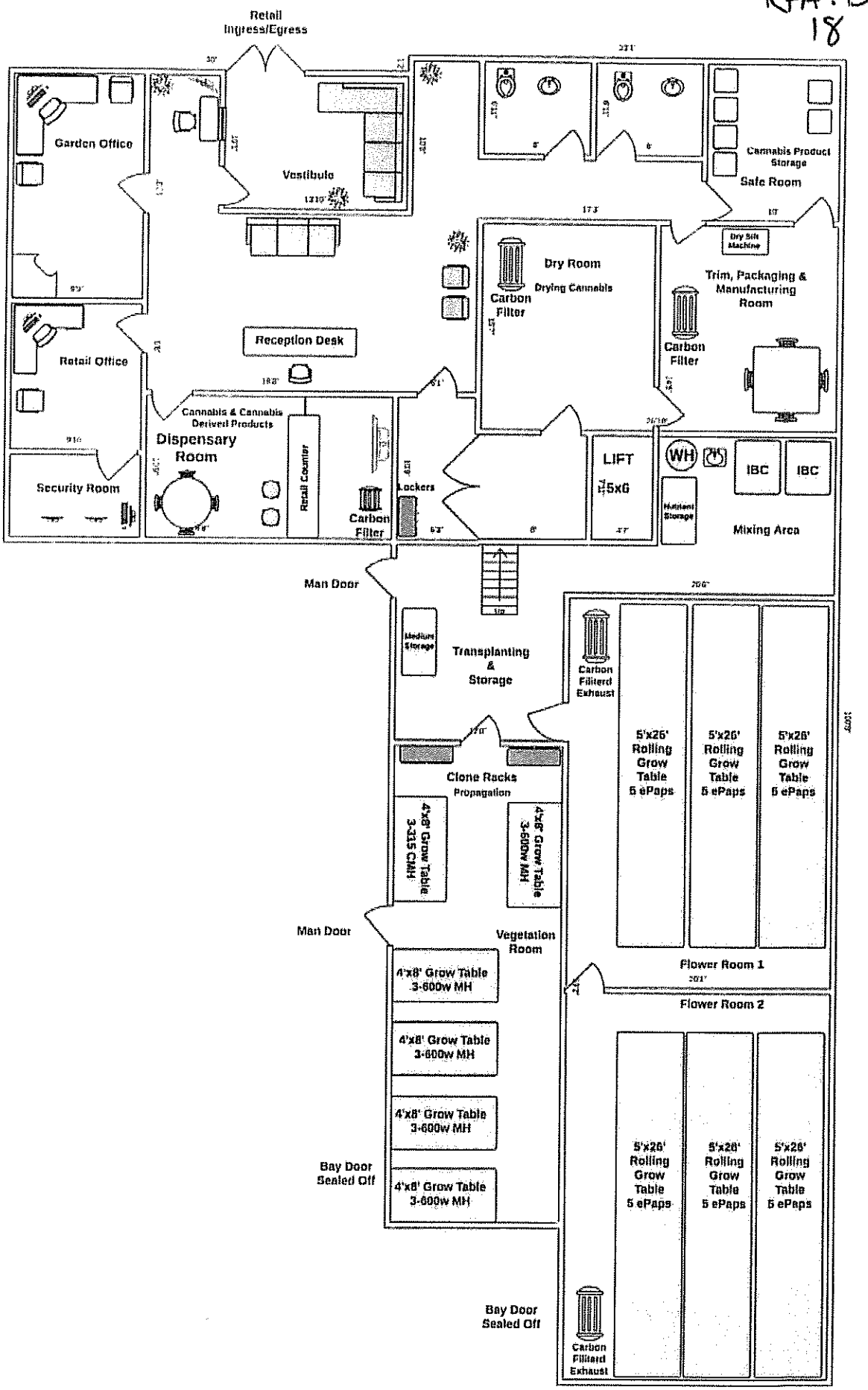

Retail Ingress/Egress
Garden Office
Vestibule
Cannabis Product Storage
Safe Room
Dry Room
Drying Cannabis
Carbon Filter
Dry Bin Machine
Trim, Packaging & Manufacturing Room
Carbon Filter
Reception Desk
Retail Office
Cannabis & Cannabis Derived Products
Dispensary Room
Retail Counter
Security Room
Carbon Filter
Lockers
LIFT
5x6
WH
IBC
IBC
Nutrient Storage
Mixing Area
Man Door
Medium Storage
Transplanting & Storage
Carbon Filtered Exhaust
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
Clone Racks
Propagation
4'x8' Grow Table 3-315 CMH
4'x8' Grow Table 3-600w MH
Man Door
Vegetation Room
4'x8' Grow Table 3-600w MH
4'x8' Grow Table 3-600w MH
4'x8' Grow Table 3-600w MH
4'x8' Grow Table 3-600w MH
Bay Door Sealed Off
Flower Room 1
Flower Room 2
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
5'x26' Rolling Grow Table 5 ePaps
Bay Door Sealed Off
Carbon Filtered Exhaust

Shift New Mexico
Santa Fe, New Mexico

SECURITY PLAN

TABLE OF CONTENTS

The New Mexico Medical Cannabis Program (MCP) was created under the Lynn and Erin Compassionate Use Act. The purpose of this Act is to allow the beneficial use of medical cannabis in a regulated system for alleviating symptoms caused by debilitating medical conditions and their medical treatments. The Distribution Point and Production Center's senior management will oversee compliance of the Distribution Point and Production Center's security program with the requirements of the act and rules.

Definitions

Certifying Physician means a doctor of medicine or doctor of osteopathy licensed to practice medicine and who has a controlled substances license.

Company means Keyway Incorporated managed by Shift New Mexico

Department means the New Mexico Department of Public Health

Distribution Point and Production Center means the retail section and crop center

Employee means a company board member, director, employee, executive, manager, or volunteer, who is at least 21 years of age. Consultants, contractors or agents who provide on-site services to the Company are considered employees for purposes of this definition.

ENVR means an Embedded Network Video Recorder for cameras

HIPPA means Health Insurance Portability and Accountability Act

Hours of Operation means The Distribution Point will operate seven days a week, from 8 a.m. to 6 p.m. The Production Center will operate seven days a week, from 8 a.m. to 6 p.m.

Management Team means the Chief Executive Officer, Compliance Officer, Chief Financial Officer, Head of Security, Operations Director, General Manager and Shift Managers

Qualifying Patient means a qualifying patient registered under the Act

Personal Caregiver means a person, registered by the Department who is at least 21 years old, who has agreed to assist with a patient's medical use of cannabis and is not the patient's certifying physician.

POS means the BioTrackTHC Software Program. All records regarding cannabis products including acquisition, storage, location, sale, patient order history and identification and verification, all security data and all information about Distribution Point and Production Center employees who access the system can immediately be retrieved and printed or viewed real time in the POS system.

Registration Card means an identification card issued by the Department to a patient or personal caregiver.

Strains means Medical Cannabis in the form of dried and cured cannabis flowers, cannabis oil, and any cannabis-infused products. The Company limits the Distribution Point and Production Center's inventory of useable cannabis to reflect the projected needs of its patients.

RFA E. Security Plan #5 Company Security Mission

The Company's security mission is to cultivate medical cannabis in accordance with the highest standards for quality of products, services and public safety with the goal of alleviating symptoms of debilitating health conditions that warrant the administration of medical cannabis. Every aspect of the company's operation will have a strong emphasis on security and preventing the diversion of cannabis.

As an organization staffed by honest and compassionate professionals, the company is committed to its mission of working collaboratively with fellow Distribution Point and Production Center companies and the State of New Mexico in creating and improving medical cannabis security systems. The Company will position itself as an industry security leader by working with the medical community to further improve security policies and procedures and will serve as a model for other cannabis businesses.

RFA E. Security Plan #5 Primary Purposes of the Security Plan

The primary purpose of the security plan is to:

1. Provide a safe and secure environment for all employees, patients, customers and visitors
2. Safeguard the Distribution Point, Production Center, storage, handling and distribution of medical cannabis.
3. Ensure comprehensive audit procedures for the entire operation in connection with the Distribution Point, Production Center, handling and distribution of medical cannabis

In order to protect the premises, patients, customers and employees, the Company operates in accordance with the following procedures:

- Permits only employees, patients, customers, emergency responders and law enforcement access to the Distribution Point and Production Center
- Permits patients, outside vendors, contractors, and visitor's access to the Distribution Point and Production Center only in accordance with the access to Distribution Point and Production Center procedures

- Directs employees to pay close attention to the access points to the Distribution Point and Production Center. Any door that is intended to serve as a barrier between the public and private areas of the Distribution Point and Production Center must remain closed and locked at all times, except for the moment when an authorized individual is actually walking through it
- Distribution Point and Production Center employees will not be allowed to bring bags, backpacks or purses to work. Instead, employees will be issued clear cases for their personal belongings which will be stored inside their lockers. Clear cases allow management personnel to inspect what the employee is bringing to work to insure that unauthorized items are not present. Equally important, clear cases allow management personnel to inspect what the employee is taking away from the Distribution Point and Production Center.
- Employees will only have access to the portions of the Distribution Point and Production Center that relate to their function at work. For instance, an employee working at the Distribution Point will not have access to the Production Center area and vice versa.
- All employees will have training in accordance with the Personnel Policies and Procedures of the Company, such training to be conducted by experts in the respective areas
- All employees and management will receive loss prevention and safety training and will attend and pass an online armed robbery awareness course conducted by a licensed high risk security consultant. All security training certifications received will be stored in employee's personnel file kept in the manager's office
- Each employee must wear a Company-issued identification badge at all times while at the Distribution Point and Production Center
- At least one other employee will be on-site at all times during regular business hours to ensure that the Distribution Point and Production Center has at least two persons present from opening to closing.

Administrative Structure

The Company will operate its business in a way that enables it to use resources effectively and efficiently to procure the necessary quality product, equipment and supplies. The Company has been structured to operate the day-to-day business in a way that provides the described services to their customers. The Company shall ensure that suitable staff and resources are available to provide high quality service to its customers in accordance with state and local laws and in conformance with the privacy and security rules of Health Insurance Portability and Accountability Act ("HIPAA") (45 CFR 164).

The Company will inform all employees of the organizational structure and reporting chain of command. Each employee will be informed of their responsibilities and to whom they will report. This information will be provided in the job description for that staff position.

Annual Review of Security Policies and Procedures

Security Policy and Procedures

Security policies and procedures will be reviewed annually to ensure that they are in compliance with regulations and requirements for all applicable state agencies and adequately reflect the Company's business policies.

Security Revisions

Any recommended security policy revisions or updates will be presented to senior management for approval. Updated security policies will be filed in the Policy and Procedures Manual.

Security Audit

On an annual basis, the Company will undergo a security risk assessment review by an outside security contractor. A security recap will be submitted to management no later than 30 calendar days after the review has been conducted. In the event that the assessment identifies concerns related to the Company's security procedures, the security contractor will submit to management a plan to mitigate those concerns.

Confidentiality and Security Information

Although the Company is not a "covered entity" as defined by HIPAA, the Company will implement many of HIPAA's privacy and security policies in order to ensure that health care information remains secure. All cannabis sale information will be input into the Company's electronic POS/Inventory System. The POS software meets and exceeds security standards set for data transmission, encryption and storage requirements of HIPAA. All electronic information will be backed up on a regular basis. Access to this information from the Company's electronic POS/Inventory System will be password protected and limited to the management team and those employees who have a need to access such information to fulfill their job functions, and all such individuals will have be given training concerning professional conduct, ethics and state and federal laws regarding confidentiality.

These confidentiality and information security requirements will also be addressed in the Company's policy and procedure manual.

RFA E. Security Plan #1 Security Systems

The Company is committed to ensuring a safe and secure environment for all employees and customers coming to the Distribution Point and Production Center. A critical component of such an environment is a robust security system. The security system to be deployed at the Distribution Point and Production Center is described below.

Security Equipment Storage

All security system control and monitoring equipment will be stored in the security room, access to which is controlled by an access keypad entry system.

Testing of Security System

The Company will inspect and test all security equipment at regular intervals, not exceeding 30 days. The Company will promptly cause adequate repairs, or to the extent necessary, replacement of any equipment that is found to be not in good working order and condition.

RFA E. Security Plan #3 Access Keypad Entry System

Each employee will be given an access keypad card that will be printed at the Distribution Point or Production Center. Access keypad cards will contain that employee's picture and a unique serial number associated with the employee. This card will grant access to specific areas the employee is authorized to enter. An electronic log of employees and their associated key card serial numbers will be kept on the ENVR. Employees must visibly wear their access keypad card on their person at all times while on Distribution Point and Production Center premises and will take the card home. Any lost or stolen key cards must be reported to the Company immediately.

The touch keypad locks require an individual to punch in the correct number combination before the individual may have access to the entry point. Only employees will have the combination to the touch access keypad locks. The combination on the touch access keypad lock that allows an employee access to the Production Center will be different than the combination that allows an employee access to the Security Room. Only those employees with a need to access particular areas of the Distribution Point and Production Center will be given the necessary combinations. Because over a period of time there is a potential for unauthorized personal to discover the combination of the touch access keypad will have the combination changed at irregular intervals. All employees will also be given a "panic" pin code that they may enter into the keypad, which will signal to local law enforcement of an emergency situation.

The Distribution Point and Production Center's alarm system also works with employee key cards to promote accountability and tracking. Every time an employee uses their key card or pin number to enter an area, the Distribution Point and Production Center's alarm system will electronically record and maintain the employee's information, the time and date the employee entered the room, and how long the employee was in the room. The system will flag anytime a door is left open for longer than ten seconds. A log of all entries into Distribution Point and Production Center, Dry Room and Security rooms will be maintained with the security records. Doors that do not require an access control system will have door key locks.

Each employee will sign a confidentiality agreement, the breach of which shall be cause for immediate termination, and such confidentiality agreement, among other things shall prohibit an employee from sharing the combination for the touch access keypad locks.

RFA E. Security Plan #3 Access Procedure

Visitors

- Authorized visitors must explain the reason for their visit.
- If the visitor's age and reason for entering are valid, then the visitor will be asked to sign in and briefly describe their reason on the Distribution Point and Production Center's visitor log before they may enter the Distribution Point and Production Center.

  Distribution Point and Production Center's visitor log will contain the following information:
  - Badge Number, if applicable
  - First Name
  - Last Name
  - Company or Agency
  - Reason for Entering
  - Escort Name
  - Time In
  - Time Out
  - Signature

- All visitors will be given a visitor badge. A visitor must visibly wear the badge at all times while in any area of the Distribution Point and Production Center
- An employee with authorized access to the area a visitor must enter will always escort visitors. Visitors will be asked to scan their visitor badge before entering any controlled access spaces. Scanning a visitor badge will not open any doors, but it will indicate if the visitor's badge is valid and will record the visitor's presence in the space on the Distribution Point and Production Center's electronic security logs.
- At the conclusion of the visit, visitors will return the Distribution Point and Production Center visitor badge and sign out on the visitor log
- The Distribution Point and Production Center s visitor log will be available for inspection at all times.
- At the entrance to the Distribution Point and Production Center , the Company will conspicuously post notices stating that access to the Distribution Point and Production Center 's premises is limited to employees, or authorized visitors
- These notices will contain the following statement: "You must be a registered patient or registered caregiver, an employee, or authorized visitor to enter these premises." Notices will be at least 12" x 12" in size and will contain lettering no smaller than one inch in height.
- Management and manage all access to the limited access areas.

Patient

The Patient will provide:

- Valid proof of identification which must contain name, photograph and date of birth, and must be one of the following:
  - (a) driver's license
  - (b) government-issued identification card
  - (c) military identification card
  - (d) passport)

- Patient's/caregivers Registration Card and, if the patient/caregiver is already registered at the Distribution Point , the patient will also provide a unique identification card issued by the company that indicates that the Patient has previously registered with the Company.

- For new patients, the Dispensing employee will ask the patient for Registration Card and the name and phone number of the patient's Certifying Physician

- Using the Company's electronic member database through the POS/Inventory System, the Dispensing Agent will make a query for physician verification to ensure that the physician is properly licensed by the State of New Mexico.

In the event there is reason to believe any documentation is suspect, the Distribution Point employee will call the Certifying Physician's office and confirm that the patient is a patient of the Certifying Physician. This extra measure is intended to prevent individuals with irregular from purchasing medical cannabis.

The Dispensing employee will note how much cannabis the patient may purchase at that visit.

RFA E. Security Plan #1 Alarm Equipment

The Distribution Point and Production Center has a perimeter alarm with alarm contacts on all facility entry points, perimeter window and interior doors. The alarm system works with motion detector sensors in the facility that will alert authorities of an attempted break in through the roof or walls. Remote panic buttons will be strategically and discreetly located around the facility that trigger a silent alarm and notify the public safety answering point for the law enforcement agency having primary jurisdiction. Panic buttons will be specifically located at the Reception Desk, Register, Production Center entrances, and Security room. Panic buttons can be activated by pressing the button and, once activated, they cannot be deactivated.

The alarm system also has a failure notification system that provides an audible, text, or visual notification of any system failure. In the event of a system failure an immediate alert will be provided via email and text message to management. The alarm system will send a signal or polling to the alarm company every 200 seconds to ensure the system is in good working order and transmitting to the alarm company.

The Distribution Point and Production Center will also be equipped with a back-up alarm system having all the capabilities of the primary system. The company that provides the back-up alarm system will not be the same company supplying the primary security system.

RFA E. Security Plan #1 Video Equipment

The Distribution Point and Production Center will have a video surveillance system with camera resolution of at least 2 megapixels and a recorded image frame rate between 7 - 10 frames per second during all recording. All cameras will be installed at a height that provides an optimal vantage point, and will cover all entrances and exits to the Distribution Point and Production Center from both indoor and outdoor points.

The surveillance system's cameras are capable of identifying persons, license plates, vehicles, activities within any area of the Distribution Point and Production Center and within also within twenty feet of all entry and exit points to and from the premises. Motion activated lighting will be installed to enable proper surveillance during hours of darkness at all entry points and where all exterior cameras are located.

The Distribution Point and Production Center's video cameras cover all Distribution Point and Production Center areas and all points of ingress/egress through all interior and exterior doors and pathways, all exterior areas and fencing, the parking lot and receiving area and all point-of-sale (POS) terminals. Cameras in the main entrance vestibule will record individuals every time they enter the Distribution Point and Production Center and the Embedded Network Video Recorder (ENVR) will take photos from these recordings, so that up-to-date photos of employees, customers and visitors are maintained. The cameras covering POS terminals will be capable of recording and identifying the employee conducting the sale, the individual making the purchase, information on the computer monitor and the transaction as a whole.

Security Cameras will record 24 hours per day, 7 days per week and all video recordings will clearly and accurately display the correct date and time. The Distribution Point and Cultivation
Center's security system will use an ENVR/Cloud Interface which functions as the security system's central hub. The ENVR will be remotely accessible at all times through a secure web portal for management and law enforcement. Remote accessibility will permit management to view live footage and review security logs from the Distribution Point and Production Center at any time. This will allow management and local law

enforcement to verify that the Distribution Point and Production Center is following all applicable security and procedural requirements at will.

This surveillance system is Internet Protocol (IP) compatible and will record activities on the premises and around the perimeter of the premises at all times as described above. The Distribution Point and Production Center's ENVR allows the export of still images in industry-standard image formats, including .jpg, .bmp, and .gif. The ENVR will automatically archive exported surveillance footage in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. The exported footage is archived in an industry-standard file format that can be viewed on a standard computer operating system. Even though the ENVR will automatically store all recordings and electronic security logs, this information is also backed up and stored on a cloud-based server.

The security equipment will be installed in the security room, where it is protected from tampering or theft. This security equipment room will house the following equipment: an ENVR, three 24" call-up monitors for security feeds, a computer (one call-up monitor will double as the computer monitor), a color printer, video playback equipment, a master intercom, a phone, a panic button and a lockable case for portable equipment. Access to the security equipment room will be limited to management. Access to the security equipment and computer will be password protected. Management will be required to safeguard this password by keeping it confidential and not writing it down in an area that could be accessed by others. When appropriate, access to the security room will also be granted to local law enforcement and security equipment service and installation personnel. All security system equipment and recordings shall be maintained in good working order in the security equipment room to prevent theft, loss, destruction or alteration.

A list of authorized Distribution Point and Production Center employees and service personnel with access to the security equipment room will be maintained and frequently updated and will be made available to law enforcement upon request.

The Distribution Point and Production Center will display a 12" x 12" sign with lettering no smaller than one inch in height reading:

ATTENTION: Audio And Visual Recording In Progress, Aviso: Grabación De Audio Y Visual En Proceso

Distribution Point and Production Center Cash Revenues

The Distribution Point and Production Center will have a safe room, in which valuable objects and cash will be located at night. The Distribution Point's cash revenues will be removed from the register and drop safe daily and placed in the main cash safe located in the safe room after the Distribution Point has been closed. Management will maintain two-person verification by supervising the daily deposit of revenues into the cash safe.

Each employee handling cash of the Distribution Point will be trained in efficient and safe cash management techniques. Each Distribution Point employee engaged in actual sales to patients/caregivers will be assigned an individual cash drawer. A secure drop safe will be located under the counter at the service windows and Distribution Point employees will be required to make periodic cash drops into the drop safe each time the contents of their cash drawers exceed $500. Cash drawers may never be left open or unattended and Distribution Point employees will not openly handle large amounts of cash in the presence of customers.

Distribution Point employees will be held strictly responsible for balancing their drawers periodically during working hours and at the close of each day. If a Distribution Point employee does not balance within one percent (1%) of perfect on three occasions, that employee may be terminated or removed from any position involving the handling of funds. All funds remaining in cash drawers and all funds in the drop safe will be deposited into the main safe at the close business each day as described above

Employees will be required to:

- Never deal with large amounts of cash in front of customers
- Never leave cash drawers open or unattended
- Once the cash in the drawer reaches $500 the excess must be placed in the drop safe under the register area.
- Each employee handling cash will be assigned an individual cash drawer.
- Employees will be held strictly responsible for balancing their drawers periodically during working hours and at the close of each day. If an employee does not make his or her drawer balance within one percent of perfect on three occasions, then that employee may be terminated or removed from any company function that touches money.
- All cash in drawers and drop safe must be moved to the main safe every evening.

Counting Protocol

All cash transactions and cash counting must be conducted within full view of a security camera.

These counts include:

- Beginning of day starting cash
- End of day balancing of cash drawers
- Final counting, sorting, and stacking by a manager before the cash is deposited in the cash safe located in the vault room
- Periodic counts at a manager's discretion

All counts of cash in drawers during the day are to be written down in a log and signed by the Distribution Point employees who must each log their final totals and sign their names in the log

Periodic Spot Checks and Audit

From time to time managers will conduct unscheduled spot checks or audits of Distribution Point employees who handle cash

These actions may include, but are not limited to:

- Intentionally overloading a Distribution Point employees starting cash amount by a known amount, and ensuring that there is an equivalent overage when cash is counted later in the day
- Conducting surprise, unscheduled counts

Cashiers

Distribution Point employees serving patients/caregiver's will also act as a cashier to make the patient's transaction a smooth and stream lined experience. The Distribution Point employee completing patients/caregiver's transaction will confirm the weight of the product being dispensed and the price calculation.

The Distribution Point employee will affix the label onto the plain, opaque, tamper-proof, child-proof container, place the product inside the container, place the container in an unmarked bag and place the bag on the counter.

The Distribution Point employee will print an invoice for the product purchased and any related items to facilitate the delivery of product (such as a vaporizer, etc.) being purchased
Every transaction will be recorded by the POS inventory system.

Upon completing a transaction, patients/caregivers will leave the Distribution Point. The Security Officer on duty will monitor the Patient and ensure that the Patient leaves the parking lot of within 10 minutes after exiting the Distribution Point. If a Patient feels uncomfortable exiting the Distribution Point, a Security Officer will accompany the Patient to their vehicle. Under no circumstance may a Patient consume cannabis or Cannabis-derived products on the Distribution Point premises.

Transporting and Depositing Cash

The Company will contract with a bank or third-party security company that utilizes an armored vehicle, or comparable secured transportation, to transport cash deposits from the Distribution Point to its bank. A member of the Management Team will order cash pickups at periodic, alternating intervals.

Prior to cash pickups, a Distribution Point employee, under the supervision of a member of the Management Team, will:

- Count and sign the safe log for all outgoing deposits
- Utilize dual-pouch, tamper-resistant depository bags
- Write the deposit information in the space provided on the outside of each depository bag
- Record the number of bags and each bags unique number on a deposit ticket and retain a copy of the deposit ticket for Company's records
- Seal all depository bags

During cash pickups, Distribution Point employee, under the supervision of a member of the Management Team, will:

- Lock all points of ingress and egress
- Verify the armored truck guard's identification badge
- Record the package quantity being shipped
- Ensure that all guards where a name tag and are escorted by an employee at all times they are within the facility. All other rules regarding visitors to the facility will be followed at all times.

All cash transactions and cash counting must be conducted within full view of a security camera.

From time to time managers will conduct unscheduled spot checks or audits of cash in the safe.

Record Keeping

All Records

All records will be maintained in either electronic or paper format. If in paper format, the records will remain in a locked cabinet with access to such records limited to management who have a need to access or create such records in accordance with their job function. If in electronic format, access to such records will be protected by a password that will be available only to management who have a need to access or create such records in accordance with their job function. All electronic records will be backed up on a server that is maintained off site.

The Company makes its records available for inspection upon request, as provided by law. In the event of the closure of the Distribution Point and Production Center, all records shall be maintained for at least five (5) years.

Personnel Records

The Company maintains the following personnel records:

- Job description for each employee and an organizational chart consistent with the job descriptions
- Personnel record for each employee. The Company shall maintain such records for at least 12 months after termination of an individual's affiliation with the Company

Each employee's personnel records will include the following:

- Full name, address and telephone numbers of each employee
- All materials submitted with the Company's application for registration of the employee with the State
- Documentation of verification of references
- The job description or employment (or independent contractor) contract that includes duties, authority, responsibilities, qualifications and supervision
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of all presenters
- Documentation of periodic performance evaluations
- Record of any disciplinary action taken
- Personnel policies and procedures, which are contained in the Company's policy and procedure handbook
- Any FBI and criminal background reports obtained in connection with the registration of each employee

Quality Assurance Records

The Company will maintain all results from cannabis and cannabis-derived product contaminant testing for five (5) years.

Business Records

The Company will maintain manual and/or computerized records of the following:

- Assets and liabilities, for a period of five (5) years
- Monetary transactions, for a period of five (5) years
- Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers, for a period of five (5) years
- Sales records, including quantity, form, and cost by transaction, for a period of five (5) years

- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company for a period of five (5) years
- Governing documents of the Company, as amended, including articles of organization, bylaws, and minutes of meetings of the Company, for as long as the Company is in existence

Inventory Records

Inventory records, including seed-to-sale tracking records for all cannabis and Cannabis-derived products, are created and maintained in accordance with the Company's inventory policies and procedures. Inventory records are maintained for a period of five (5) years. The term "seed-to-sale" is used by the Company to demonstrate its intent to continue tracking cannabis from the point a cultivation facility transfers the product to the Company to the point the Company dispenses the product to a customer.

Disposal of Records

When cannabis or Cannabis-derived products are disposed of, they are disposed of in accordance with the Company's waste disposal policy and procedure and the Company will create and maintain a written record of the date, type and quantity of the product disposed of, the manner of disposal and the persons present during the disposal, with their signatures. Documentation will also include the name of the supplying patient or personal caregiver, if applicable. The Company will maintain such records for five (5) years.

Incident Records/Reports

The Company will maintain all documentation related to an incident that is reportable in accordance with the Company's security policies and procedures for at least one year, and the Company will make such documentation available to the Department and authorized law enforcement officials upon request.

Signage

The Company displays the following signage:

- A 12" x 12" sign stating :
  - "Do Not Enter – Restricted Access Area – Access Restricted to Authorized Personnel Only" will be posted on the doors leading from the Trimmer, Production Center, Dry Room, Production Center and Bay door entrances
  - *ATTENTION: Audio And Visual Recording In Progress, Aviso: Grabación De Audio Y Visual En Proceso*
- All required OSHA posters

Posting of Certificate of Registration

The Company will maintain and post all up to date, State issued Certificates of Registration.

RFA E. Security Plan #4 Distribution Point and Production Center Employees

Each employee will wear a Company-issued identification badge at all times while at the Distribution Point and Production Center.

Every employee will receive a copy of the Company's policies and procedures that are applicable to their function within the Company.

All employees (other than security personnel and the Management Team) may only enter and exit the Distribution Point and Production Center through either the Trimmer or Production Center entrance.

The Distribution Point and Production Center's employee break room has a refrigerator, microwave table and lockers for storage of personal items, such as wallets, keys, money and phones. At the end of their shift, each employee must leave his/her locker open and unlocked. Surveillance cameras will monitor all activity in the break room.

Employee Parking

Customers are the people who support our business, so we reserve the parking spaces closest to the entrances for their convenience. Employees may only park in the areas designated for employee parking.

Employees may only be on the premises during scheduled shifts, regardless of whether the Distribution Point and Production Center is open for business. The Company will prevent individuals from remaining on the premises if they are not engaging in activity permitted by the regulations.

Individuals will not be permitted to loiter anywhere on the Distribution Point and Production Center's premises. Additionally, the Company will post warning signs inside and outside stating the premises is under video surveillance and all unauthorized activity will be reported to the law enforcement agency.

Employee Disciplinary Action

The company strives to create a culture of honesty and has an open communication policy. It is the responsibility of all Employees to report dishonest behavior or theft-related issues to the owner or manager.

The Company may immediately dismiss any Distribution Point and Production Center employee who has:

- Attempted misappropriation of cannabis or Cannabis-derived products. The Company shall report any such incident to law enforcement officials
- Engaged in unsafe practices with regard to Distribution Point and Production Center's operations.
- Violated any safety standard and/or any other rule, policy or procedure of the Company
- Removed from Company premises or concealed monies, merchandise, or property belonging to the Company, other employees, customers, or other persons
- Failed to report the dishonesty of another when the agent has reasonable knowledge of such dishonesty
- Discounted merchandise without authorization
- Failed to ring a sale, or properly account for or control funds
- Violated a criminal statute
- Made a false statement to a manager or engaged in a fraudulent act
- Entered, or causing to be entered, information which the employee knows to be false, or reasonably should have known to be false, on any Company document, report, form or record
- Violated of the Conflict of Interest Policy
- Accepted gratuities from vendors, customers, or subordinates
- Has been insubordinate, refused to follow work-related directions from a manager or supervisor
- Engaged in misconduct toward a customer, manager or coworker including but not limited to:
  - threatening
  - intimidation
  - coercing
  - fighting
  - using foul or abusive language
  - engaging in any action that could result in injury or damage to persons or property
  - coercing a customer to purchase from the agent rather than from a fellow employee
  - speaking negatively about a coworker to a customer
- Violated the Alcohol and Drug Abuse Policy
- Transacted personal business during working hours
- Used Company property or assets for personal reasons without prior approval
- Destructed, damaged or misused Company property or assets
- Engaged in disorderly or illegal conduct on Company premises, including gambling;
- Harassed another person, made racist or sexually offensive remarks, physically touched or made inappropriate suggestions to any individual in the course of the Agent's employment or while on company premises

- Acted contrary to the Company's best interests such as, for example, diverted sales or divulged proprietary or business information
- Neglected or demonstrated incompetence in the performance of job responsibilities;
- Violated Company policy or procedure;
- Failed to follow Company policy which resulting in the loss of monies, merchandise, or other Company assets.

RFA E. Security Plan #2 Theft, Loss, or Diversion

It is the responsibility of any Distribution Point and Production Center employee that witnesses or suspects criminal activity to report this information to management. In the event of otherwise discrepancy between the weight of cannabis dispensed, stored, and/or accounted for, members of management will immediately perform an internal audit to determine the source of the discrepancy by viewing video tape, reviewing Distribution Point and Production Center logs, and creating a missing inventory report. If it is determined the discrepancy is due to theft or diversion, the manager will immediately notify senior management. Management will cooperate with any law enforcement investigations or directives. Management will cordon off any area of the facility that is critical to the investigation and preserve the area until investigators arrive.

In The Event of an Incident

The Company shall immediately notify the appropriate law enforcement authorities within 24 hours after discovering any of the following:

- Discrepancies identified during inventory, diversion, theft, loss, and any apparent criminal activity involving an employee.
- Any suspicious act involving the sale, distribution, processing, or production of cannabis by any person on premises
- Unauthorized destruction of cannabis by a Distribution Point and Production Center employee
- Any loss or unauthorized alteration of Distribution Point and Production Center records
- An alarm activation or other event that requires response by local law enforcement agencies or public safety personnel
- The failure of the security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours
- Any other breach of security

In the event of any such incident, the Company will conduct an assessment to determine whether additional safeguards are necessary to prevent a recurrence.

Entrances and Doors

The Distribution Point and Production Center has three entrances and exits:

1. A main customer and employee entrance
2. A Production Center entrance restricted to employees who will be working in the Production Center area
3. An emergency exit located in the Production Center

All facility doors, with the exception restrooms, will be kept closed and locked at all times. The entrances/exit doors will be protected by category five security doors that are rated for 60-minutes forced entry resistance. All interior doors that protect cannabis, with the exception the restrooms, will utilize similar doors that are rated for 45-minutes forced entry resistance. Restrooms will use standard doors with doorknob locks. No door will rely solely on electronic access so that doors can remain locked during a power outage. The walls surrounding the Dry, Safe and Trim/Package Room will be reinforced with ¾" plywood to reduce exposure to burglaries.

Lighting, Trees, Bushes and Foliage

After business hours, the Distribution Point and Production Center will be locked and all non-essential lighting will be turned off. The outside of the Distribution Point and Production Center will be sufficiently lit to facilitate surveillance.

The Company will trim all trees, bushes and other foliage around the Distribution Point and Production Center to ensure that no one can conceal themselves from the security cameras.

Control of Inventory from Seed through Sale

Management will be responsible for managing the Distribution Point and Production Center's inventory and ensuring the security of inventory from the time it is planted to the time it leave the facility. Shift New Mexico will be using the state approved BioTrackTHC software platform for inventory and POS applications.

Inventory Audit

The products at the distribution center will be audited/reconciled daily for inventory and the production facility inventory will be audited/reconciled on a weekly basis. In addition the Company conducts a comprehensive annual inventory, such inventory being taken no later than the one year anniversary of the date of the previous comprehensive inventory.

The employee performing the inventory will directly input their findings into a device that interfaces with the Inventory software. The inventory shall be maintained in electronic format and shall include the date of the inventory, a summary of the inventory

findings, and the names, electronic signatures, and titles of the individuals who conducted the inventory.

Any changes made to the POS/Inventory System (e.g., product conversion vouchers, quantity adjustments, shake, by-product vouchers, physical inventory adjustments, item-edits, etc.) must be reviewed and approved by upper management.

Shipping/Transportation Security Measures

Receipt of Delivery Process

- At least two employees will be present when cannabis leaves the facility
- All processes will be monitored using real time video surveillance
- Customers of the Distribution Point and Production Center will be required to provide identification, which will be verified and recorded, prior to accessing the Distribution Point and Production Center
- Employees will use the POS and inventory control system to record all sales. The POS system generates purchase orders which are then compared to the shipping manifests and actual inventory count at the time of delivery
- Customer's will enter through the Main entrance door and sign in.

Should a discrepancy be discovered, it will be immediately investigated, and any necessary follow-up action will be promptly taken.

Storage of Cannabis and Cannabis-derived products

The Company has put in place the following policies and procedures for the storage of Cannabis and Cannabis-derived products:

- Each storage area and its entrance and exit to a storage area is monitored by video surveillance
- Inside the Distribution Point and Production Center , all cannabis and Cannabis-derived products are kept in secure, locked storage areas which are inaccessible to any persons other than specifically authorized employees
- All requirements regarding the storage and handling of Cannabis and Cannabis-derived products will be strictly adhered to

Destroying Damaged or Contaminated Products

The Company will destroy all outdated, damaged, deteriorated, mislabeled, or contaminated products, as well as all products whose containers or packaging have been opened or breached in accordance with the Company's waste removal policies and procedures. The Company will create and maintain written documentation of the disposition of all such products. At least two company employees must witness and

document the disposal and disposition of all Cannabis and cannabis-derived product waste.

Safety Policy

The success of our company depends upon our efficient use of resources by providing the very best possible service to our customers. Our most important resource is our employees. To protect this resource, we are committed to providing a safe and healthful workplace for all employees by establishing and maintaining an effective health and safety program. We consider safety and health a fundamental part of our company's operation.

The responsibility for safety resides within each of us. We are each challenged to stay informed and to take responsibility for our own safety and the safety of our co-workers. To ensure the success of our safety and health program we must all lend our full participation and support to the safety policies and procedures that have been developed to protect us. Working safely and in accordance with established safety policies is an absolute requirement.

Safety is a vital concern and the ultimate responsibility for safety lies with employees because they have the greatest opportunity to develop safe work habits and prevent on-the-job injury and work-related illnesses.

The company promotes safety by observing the following common sense rules:

- Learn their job and how to be safe on the job and in the workplace
- Learn the location of fire alarm boxes, fire extinguishers, building exits and their individual responsibilities in case of fire
- Promptly report all unsafe or potentially hazardous
- Obey all safety signs
- Immediately report all accidents no matter how slight the incident

Sanitary Conditions

The Distribution Point and Production Center will be cleaned by employees on a nightly basis. The exterior of the Distribution Point and Production Center will be cleaned of debris on a daily basis and the vegetation surrounding the Distribution Point and Production Center will be trimmed frequently. Floors, walls and ceilings constructed in such a manner that they may be adequately kept clean and in good repair. There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. All contact surfaces, including utensils and equipment will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized on a daily basis to protect against contamination, using a sanitizing agent registered by the U.S. Environmental Protection Agency, in accordance with

labeled instructions. The Company will use equipment and utensils that are designed and constructed of such material and workmanship as to be adequately cleanable.

Smell Containment Plan

The intent of this plan is to outline the Distribution Point odor control plan.

- The Distribution Point is comprised of a patient waiting area, the Distribution Point and back office area.
- The Distribution Point will be used to dispense medical grade cannabis and cannabis infused products to qualifying patients. Cannabis will emit an odor that some users regard as sweet and aromatic and others as pungent and offensive. Whatever the smell may be regarded as, the main intent of Company's Smell Containment Plan is to mitigate the off-site smell.

The most effective method to reduce the odor within the areas with the cannabis product is to provide an air scrubbing system that has carbon filtration. Activated carbon filter known as a universal adsorbent is also the most effective adsorbent. Activated carbon has the capacity for vapor containment, adsorb and retain a wide variety of chemicals, works well under a wide range of temperature and humidity conditions and is inert and safe to handle and use.

The Distribution Point will be equipped with a fan/carbon filer system that will provide a minimum of 12 air changes per hour or a 5 minute air exchange.

The minimum sizes of the carbon scrubbing system are as follows:
Recirculation Air Scrubber Sizes: (1) 1,850 cfm

This fan/carbon filter system will be used in conjunction with an exhaust system that is also equipped with carbon filtration. This exhaust fan will be interlocked to a pressure controller which will maintain a 15 Pascal (.06 in. w.c.) pressure differential between the different areas, corridor and other common areas.

The air quantities and air changes shown are minimum guidelines and may increase due to air conditioning cooling load requirements.

Odor Testing Methodology

The best method to determine the effectiveness of the odor containment system is to simply have an individual walk around the exterior perimeter of the property and evaluate the smell using a portable olfactometer also known as the Nose Telescope or Nasal Ranger. These devices will provide a scientific method of quantifying odor strength in terms of "dilution to threshold" (D/T) ratios. To make a D/T measurement, carbon filtered air is mixed with specific volumes of odorous ambient air. The D/T ratio is a measure of the number of dilutions needed to take the odorous air to a threshold that can

be detected by the odor evaluator. If the odorous contaminants are detected and exceed the threshold of the 7/1 dilution standard (one volume of odor is detectable within seven or more volumes of non-odorous air), then the facility shall be further examined.

Emergency Policies and Procedures

The Company's emergency policies and procedures are designed to manage the potential consequences of natural disasters and other emergencies that may occur.

Emergency Preparedness Drills
The Company will conduct four emergency preparedness drills per year.

Person(s) in Charge
It is the responsibility of the management team to evaluate an emergency situation, see that appropriate action is taken, determine whether outside support is needed and summon that support, if necessary.

Being Prepared

The Distribution Point and Production Center will have "emergency supplies" ready in case of an emergency. These supplies should be stored in the security room.

The following items should be available in the security room:

- Battery -Operated Flashlight
- Battery-Operated Radio
- Batteries Sized to fit the Flashlight and Radio
- First Aid Kit
- Evacuation Diagram
- Another copy of this diagram will be posted in break room
- Working Fire Extinguisher
- Emergency Whistler

Management will ensure that they have valid phone numbers for employees i.e.: cell phones or home numbers in case they need to contact them.

Evacuation Procedures

- A diagram of all evacuation routes will be posted in break and security room
- Move employees and others who are closest to the danger to a safe area near or at an emergency exit
- Direct all persons present to evacuate the building through the nearest safe exit
- Employees and Management will assist others with mobility issues

- All available employees will assist in the evacuation to ensure no one is left in the building
- Employees assigned a safety function should be the last to exit the building whenever possible
- One employee will be assigned to take the First Aid Kit as they leave the building
- Notify the Police and Fire Department by dialing 911

Fire Procedures

- In the event of a fire that cannot be easily and safely extinguished by the employees discovering it, immediately notify all persons present of the fire
- Direct all persons present to evacuate the building using the nearest safe exit
- If possible, turn off electrical equipment and close doors against the fire
- The management team will implement the evacuation plan
- Notify the Fire Department and Police by dialing 911

Bomb Threat Procedures

- Bomb threats must be taken seriously
- An employee receiving a bomb threat should notify their supervisor and/or a member of the management team immediately
- The management team will implement the Evacuation Plan.

Power Outage

If there is a loss of power, remain where you are until your manger gives you instructions to allow you to move in the building. If you are with a customer, vendor or a guest, please keep them with you unless there is sufficient light to allow people to move in the building.

Robbery

All employees will receive training concerning procedures that will be implemented in the event of an attempted robbery. The primary objectives of these procedures will be the protection of human life. Management will be primarily responsible for implementing these procedures and for taking charge of a situation requiring their implementation.

The company will be using an "Armed Robbery Training Program" which educates and trains employees in effectively dealing with an armed robbery if one should occur. The company feels that educating employees on best practices during an armed robbery may minimize the risk of injury during a robbery. Employees will acquire the knowledge, procedures & confidence to respond to a robbery safely & effectively.

In addition, the program is designed to assist the Production Center in getting back to normal business operations as quickly as possible in the event of an armed robbery. The

training program was developed by an outside security consultant company with over 30 years in the loss prevention and safety field. This company has conducted over 2,000 retail, pawnshop, jewelry and financial loan service armed robbery and burglary investigations and is considered one of the leading authorities in cannabis robberies and burglaries in the United States.

The armed robbery awareness training will consist of the following:

Online Video & Computer-based Basic Armed Robbery Training Course for every employee and manager.

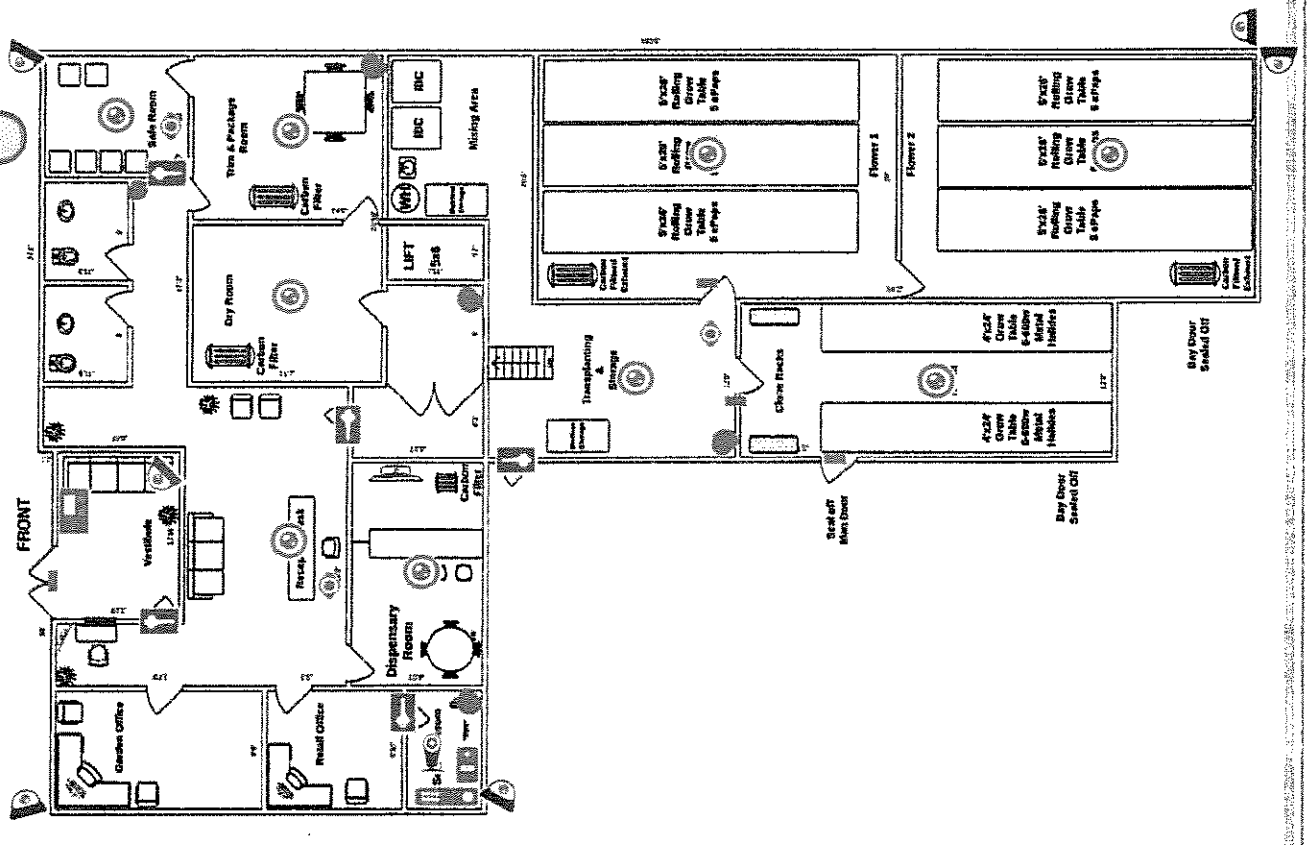
- While training may not necessarily prevent a business from being robbed, the intent of this type of training is to provide employees with an added level of awareness.
- This online, computer-based basic armed robbery training course will include a 13 minute narrated armed robbery awareness video followed by a test.
- Employees can complete the course at their own pace from their own location via our website. After viewing the video, each employee will take a brief 15 question test.
- Upon successful completion of the test, employees will receive a certificate of completion. Information on employees completing the course will be retained in their employee file.

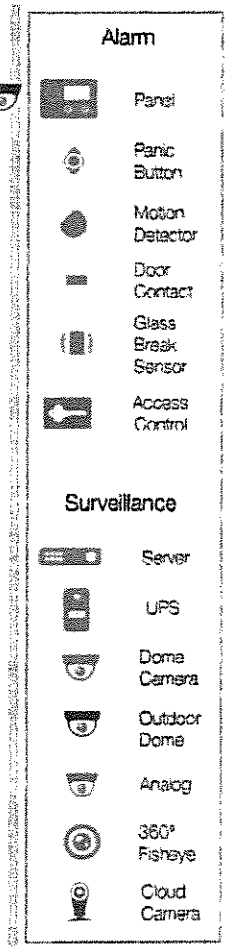
Post-robbery Instruction Kit

- Regardless of the training employees receive, when a robbery occurs it is traumatic and chaotic. Having an easy to follow post robbery instruction kit at their fingertips after an incident will greatly reduce the stress.
- The company will have a post robbery instruction incident kit which will be stored in the Security Room. The kit will include all of the essential documents necessary to properly manage a robbery after it occurs:
  - Detailed "After an Armed Robbery" instructional document
  - Robbery Description/ Weapon Identification Forms.
  - "Closed" signs for front door
  - $1,000 "Reward" signs

Workplace Violence – If another employee, customer, vendor or a guest becomes aggressive or violent a manager must be notified immediately. Management will be trained by a security consultant on how to deal with workplace violence.

RFA E. Security Plan #1





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RFA E. Security Plan #1

VIVOTEK
BUILT WITH RELIABILITY

Fixed Dome Network Camera

FD8164

2MP • 15M IR • 3DNR

VIVOTEK FD8164 is an easy-to-use fixed dome network camera specifically designed for indoor security applications with a compact, stylish exterior. Equipped with a 2MP sensor enabling viewing resolution of 1920x1080 at a smooth 30 fps, the FD8164 is an all-in-one camera capable of capturing high quality and high resolution video up to 2 Megapixel.

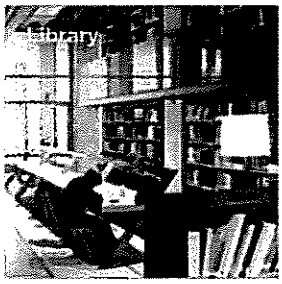
In order to adapt to constantly changing lighting conditions, the FD8164 features a removable IR-cut filter as well as improved IR illuminators effective up to 15M for superior image quality around the clock. Featuring 3D Noise Reduction Technology, it enables the FD8164 to capture clear, polished video under low-light conditions, which also helps to reduce bandwidth from sensor noise.

The FD8164 supports the industry-standard H.264 compression technology, drastically reducing file sizes and conserving valuable network bandwidth. With H.264, and MJPEG compatibility both included, the dual streams can be simultaneously transmitted in any of these formats at different resolutions, frame rates, and image qualities for versatile platforms. Thereby it further optimizes bandwidth and storage efficiency.

Incorporating a number of advanced features standard for VIVOTEK cameras, including tamper detection, 802.3af compliant PoE, MicroSD/SDHC/SDXC card slot, and VIVOTEK's 32-channel recording software, the FD8164 is the ideal solution for your indoor surveillance needs.

Features

- 2-Megapixel CMOS Sensor
- 30 fps @ 1920x1080
- Real-time H.264, MJPEG Compression (Dual Codec)
- Removable IR-cut Filter for Day & Night Function
- Built-in IR Illuminators, Effective up to 15 Meters
- Built-in 802.3af Compliant PoE
- Build-in MicroSD/SDHC/SDXC Card Slot for On-board Storage
- Supports ONVIF Standard to Simplify Integration and Enhance Interoperability
- 3D Noise Reduction for Low-light Conditions



KFA E. Security Plan #1

Models	FD8164-F2 FD8164-F3

System Information

CPU	Multimedia SoC (System-on-Chip)
Flash	128MB
RAM	256MB

Camera Features

Image Sensor	1/2.7" Progressive CMOS
Maximum Resolution	1920x1080 (2MP)
Lens Type	Fixed-focal
Focal Length	f = 2.8 mm (FD8164-F2) f = 3.6 mm (FD8164-F3)
Aperture	F2.0 (FD8164-F2) F1.8 (FD8164-F3)
Field of View	FD8164-F2: 120° (Horizontal) 68° (Vertical) 141° (Diagonal) FD8164-F3: 95° (Horizontal) 51° (Vertical) 112° (Diagonal)
Shutter Time	1/5 sec. to 1/32,000 sec.
Day/Night	Removable IR-cut filter for day & night function
Minimum Illumination	FD8164-F2: 0.33 Lux @ F2.0 , 50 IRE (Color) 0.001 Lux @ F2.0, 50 IRE (B/W) FD8164-F3: 0.28 Lux @ F1.8, 50 IRE (Color) 0.001 Lux @ F1.8, 50 IRE (B/W)
Pan Range	350°
Tilt Range	60°
Rotation Range	350°
Pan/tilt/zoom	ePTZ:
Functionalities	48x digital zoom (4x on IE plug-in, 12x built-in)
IR Illuminators	Built-in IR illuminators, effective up to 15 meters IR LED*8
On-board Storage	MicroSD/SDHC/SDXC card slot

Video

Compression	H.264 & MJPEG
Maximum Frame Rate	30 fps @ 1920x1080 In both compression modes
Maximum Streams	2 simultaneous streams
S/N Ratio	Above 53 dB
Dynamic Range	54.5 dB
Video Streaming	Adjustable resolution, quality and bitrate Configurable video cropping for bandwidth saving
Image Settings	Adjustable image size, quality and bit rate Time stamp, text overlay, flip & mirror Configurable brightness, contrast, saturation, sharpness, white balance, exposure control, gain, backlight compensation, privacy masks Scheduled profile settings, 3D Noise Reduction

Audio

Audio Capability	Audio input
Compression	G.711
Interface	Built-in microphone
Effective Range	5 meters

Network

Users	Live viewing for up to 10 clients
Protocols	IPv4, IPv6, TCP/IP, HTTP, HTTPS, UPnP, RTSP/RTP/RTCP, IGMP, SMTP, FTP, DHCP, NTP, DNS, DDNS, PPPoE, CoS, QoS, SNMP, 802.1X
Interface	10Base-T/100 BaseTX Ethernet (RJ-45)
ONVIF	Supported, specification available at www.onvif.org

Intelligent Video

Video Motion Detection	Triple-window video motion detection

Alarm and Event

Alarm Triggers	Video motion detection, manual trigger, digital input, periodical trigger, system boot, recording notification, camera tampering detection
Alarm Events	Event notification using digital output, HTTP, SMTP, FTP and NAS server File upload via HTTP, SMTP, FTP and NAS server

General

Connectors	RJ-45 for Network/PoE connection Digital input*1
LED Indicator	System power and status indicator
Power Input	IEEE 802.3af PoE Class 2
Power Consumption	Max. 5.1W
Dimensions	Ø: 127 mm x 91 mm
Weight	Net: 440 g
Safety Certifications	CE, LVD, FCC Class B, VCCI, C-Tick
Operating Temperature	0°C ~ 50°C (32°F~ 122°F)
Warranty	24 months

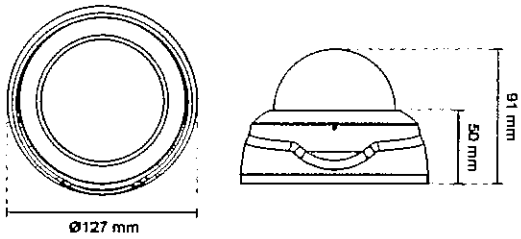
System Requirements

Operating System	Microsoft Windows 7/Vista/XP/2000
Web Browser	Mozilla Firefox 7~10 (streaming only) Internet Explorer 7/8/9
Other Players	VLC: 1.1.11 or above QuickTime: 7 or above

Included Accessories

CD	User's manual, quick installation guide, Installation Wizard 2, ST7501 32-channel recording software
Others	Quick installation guide, warranty card, alignment sticker, screw pack, software CD

Dimensions



Compatible Accessories

Mounting Kits

AM-211
L-shape wall mount

PoE Kits

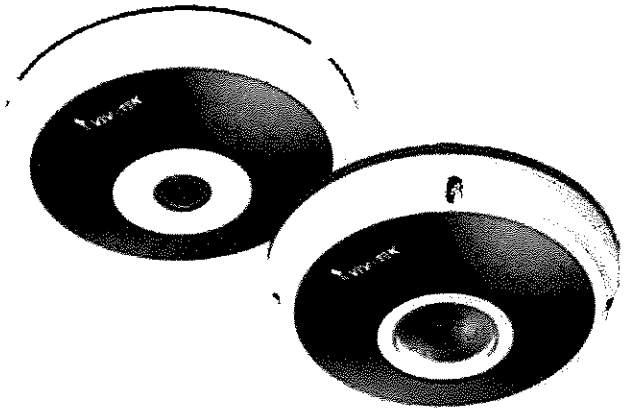
POE-IJ-1748NDN
802.3af Compliant PoE Injector

Distributed by:

VIVOTEK
www.vivotek.com
VIVOTEK INC.
6F, No.192, Lien-Cheng Rd., Chung-Ho, New Taipei City, 235, Taiwan, R.O.C.
T: +886-2-82455282 | F: +886-2-82455532 | E: sales@vivotek.com

RFA E. Security Plan #1

VIVOTEK



FE8181/81V

Fisheye Network Camera

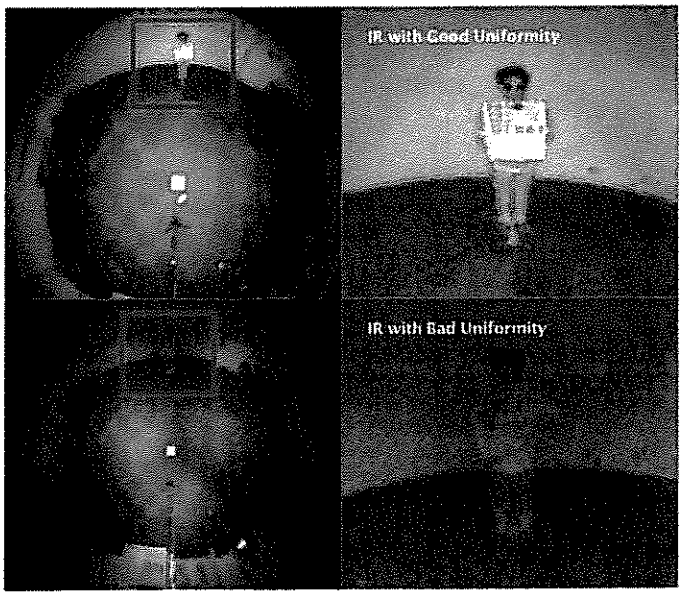
5MP · 360° Surround View · 360° 10 Meter IR · Smart IR · 3DNR · IP66 · IK10 · Pixel Calculator

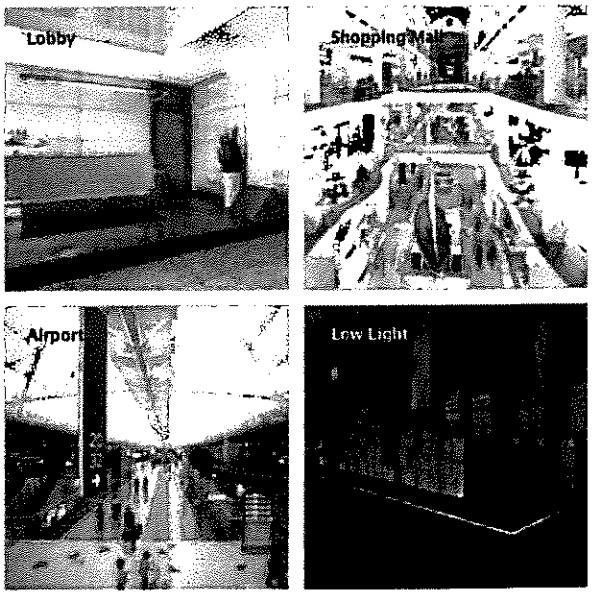
VIVOTEK FE8181/81V are the latest fisheye fixed dome network cameras from VIVOTEK, featuring a detailed 5-Megapixel resolution sensor with superb image quality. Equipped with a fisheye lens for 180° panoramic view (wall mount) or 360° surround view (ceiling/floor/table mount) without blind spots, the cameras are able to provide coverage of wide, open areas, such as airports, shopping malls, parking lots, retail stores, offices and more.

The FE8181/81V, true day/night cameras, feature a removable IR-cut filter, maintaining clear images 24 hours a day, with built-in IR LEDs enabling the camera to provide uniformly 360° surround illumination for clear viewing up to 10 meters, even in completely dark environments.

Key Features

- 5-Megapixel CMOS Sensor
- 30 fps @ 1080p Full HD
- 1.5 mm Fisheye Lens for 180° Panoramic View and 360° Surround View
- Removable IR-cut Filter for Day & Night Function
- EN50155 Compliance for Professional Mobile Surveillance (FE8181V)
- Real-time H.264, MPEG-4, and MJPEG Compression (Triple Codec)
- WDR Enhancement for Unparalleled Visibility in Extremely Bright and Dark Environments
- Vandal-proof IK10-rated and Weather-proof IP66-rated Housing (FE8181V)
- ePTZ for Data Efficiency
- Built-in 802.3at Compliant PoE
- Built-in MicroSD/SDHC/SDXC Card Slot for On-board Storage
- Pixel Calculator for Image Clarity Measurement
- Support Local Dewarping





RFA E. Security Plan #1

Model	FE8181/81V

System Information

CPU	Multimedia SoC (System-on-Chip)
Flash	128 MB
RAM	256 MB

Camera Features

Image Sensor	1/2.5" Progressive CMOS in 2560 x 1920 resolution
Maximum Resolution	1920x1920
Lens Type	Fixed-focal
Focal Length	f = 1.5 mm
Aperture	F2.8
Field of View	180° (Horizontal) 180° (Vertical) 180° (Diagonal)
Shutter Time	1/5 sec. to 1/32,000 sec.
WDR Technology	WDR Enhanced
Day/Night	Removable IR-cut filter for day & night function
Minimum Illumination	0.6 Lux @ F2.8 (Color) 0.01 Lux @ F2.8 (B/W) 0 Lux @ IR LED ON
Preset Locations	20
Pan/tilt/zoom Functionalities	ePTZ: 12x digital zoom (12x on IE plug-in)
IR Illuminators	Built-in IR illuminators, effective up to 10 meters IR LED*6
On-board Storage	MicroSD/SDHC/SDXC card slot

Video

Compression	H.264, MJPEG & MPEG-4
Maximum Frame Rate	15 fps at 1920x1920 30 fps at 1920x1080 in all compression modes
Maximum Streams	3 simultaneous streams
S/N Ratio	Above 50 dB
Dynamic Range	Above 60 dB
Video Streaming	Adjustable resolution, quality and bitrate Configurable video cropping for bandwidth saving
Image Settings	Time stamp, text overlay, flip & mirror, scheduled profile settings, configurable brightness/contrast/saturation/sharpness, white balance, exposure control, gain, backlight compensation, privacy masks, pixel calculator, 3D-Noise reduction

Audio

Audio Capability	Audio input/output (full duplex)
Compression	AAC, G.711, G.726
Interface	Built-in microphone External microphone input External line output
Effective Range	5 meters

Network

Users	Live viewing for up to 10 clients
Protocols	IPv4, IPv6, TCP/IP, HTTP, HTTPS, UPnP, RTSP/RTP/RTCP, IGMP, SMTP, FTP, DHCP, NTP, DNS, DDNS, PPPoE, CoS, QoS, SNMP, 802.1X, UDP, ICMP
Interface	10Base-T/100 BaseTX Ethernet (RJ-45)
ONVIF	Supported, specification available at www.onvif.org

Intelligent Video

Video Motion Detection	Five-window video motion detection

Alarm and Event

Alarm Triggers	Video motion detection, manual trigger, digital input, periodical trigger, system boot, recording notification, camera tampering detection
Alarm Events	Event notification using digital output, HTTP, SMTP, FTP and NAS server File upload via HTTP, SMTP, FTP and NAS server

General

Connectors	RJ-45 cable connector for Network/PoE connection Audio Input Audio output DC 12V power input Digital input*1 Digital output*1
LED Indicator	System power and status indicator
Power Input	DC 12V IEEE 802.3at PoE Class 4
Power Consumption	Max. 22 W (DC 12V) Max. 23 W (PoE+)
Dimensions	Ø160 x 39 mm (FE8181) Ø160 x 51 mm (FE8181V)
Weight	589 g (FE8181) 794 g (FE8181V)
Casing	Vandal-proof IK10-rated metal housing (FE8181V) Weather-proof IP66-rated housing (FE8181V)
Safety Certifications	CE, LVD, FCC Class A (FE8181V), FCC Class B (FE8181), VCCI, C-Tick, UL, EN50155(FE8181V)
Operating Temperature	Starting Temperature: -25°C ~ 50°C (-13°F ~ 122°F) Working Temperature: -40°C ~ 50°C (-40°F ~ 122°F)
Warranty	36 months

System Requirements

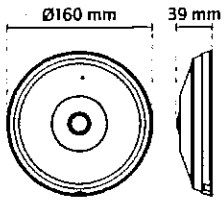
Operating System	Microsoft Windows 7/Vista/XP/2000
Web Browser	Mozilla Firefox 7~10 (streaming only) Internet Explorer 7.x ,8.x, 9.x, 10.x
Other Players	VLC: 1.1.11 or above Quicktime: 7 or above

Included Accessories

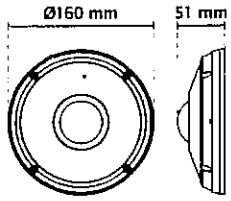
CD	User's manual, quick installation guide, Installation Wizard 2, ST7501 32-channel, VAST CMS (90-day free trial version), Calibration Tool
Others	Quick installation guide, warranty card, alignment sticker, desiccant bag, screw driver, screws pack, I/O cable (sold separately in US and Canada), mounting bracket, software CD

Dimensions

· FE8181



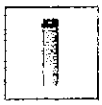
· FE8181V



Compatible Accessories

Mounting Kits

AM-51A
Dome adapter



AM-116
Pendant pipe

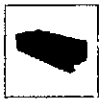
AM-114
Pendant head

AM-515
NPT adapter (for AM-518)

Power Adapter

AA-221
DC 12V Power Adapter

PoE Kits



AP3001
PoE Plus Injector

AW-FED-0500
4-port Unmanaged PoE Switch

Distributed by:

VIVOTEK
www.vivotek.com

VIVOTEK INC.
6F, No.192, Lien-Cheng Rd., Chung-Ho

VIVOTEK USA
2050 Ringwood Avenue

VIVOTEK Europe
Randstad 22-133, 1316BW Almere

Ver 1.6

RFA E. Security Plan
#1

KeyWay Security Equipment

1. Super Cube 4TB (20TB max) - Non redundant
2. 4 TB Hard Drive - Enterprise Grade Surveillance Hard Drive
3. 10U Wall Mount Locking Rack
4. UPS Backup Battery Supply and Surge Protector with Battery Pack
5. 4 Port Gigabit Router
6. 24 Port PoE Switch
7. IP Watt Box - 4 Controllable Plugs
8. 360° Surround View Fisheye Fixed Dome Network Camera, with IR
9. Wide Angle, High Resolution, Outdoor Dome Camera with IR
10. FLIR 600TVL Analog IP66 IR
11. 4 channel Analog to IP Encoder
12. Analog to IP Balun Converters (Includes male/female connectors)
13. Wide Angle, High Resolution, Cloud Camera
14. ExacqVision Enterprise Surveillance Software Camera IP License
15. Wireless Access Control - Mortise Style Handle Set
16. Access Control Cards - Shadow Cards for Salto System
17. Hard-wired Black Touchscreen Keypad with Prox Reader and 4 Zones.
18. 5" touchscreen interactive display. Interactive shield for quick arming/disarming along with a carousel menu for shortcut features.
19. High power wireless door contact
20. Wireless PIR (Motion detector) - 90 Degree 50 X 50

Alarm & Camera Installation, Programming, Client Instruction and Turnover (does not include running wire)

RFA E. Security Plan
#2

Shift NEW MEXICO

Shift New Mexico
Cultivation Facility

24 Bisbee Court Santa Fe, New Mexico 87508

DVR Activity Log

Date	Last Name	First Name	Company	Reason For Access

Authorized DVR Access

[Contact Individual Here], [Title Here]
[State Badge Number Here]

[Contact Individual Here], [Title Here]
[State Badge Number Here]

RFA E. security Plan #3

Shift NEW MEXICO

DO NOT ENTER

LIMITED ACCESS AREA

ACCESS LIMITED TO LICENSED PERSONNEL & ESCORTED VISITORS.

RFA F. Quality Assurance Plan #1

Shift NEW MEXICO

Shift New Mexico

Quality Assurance

The main focus Shift New Mexico is to provide the highest caliber medicinal cannabis to the patients in the State of Enchantment. This objective will be carried out in a multiphasic approach from the cultivation of Hand Raised Cannabis tm to the harvest and final cure process which implements hospital grade air quality treatment systems – quality and consistency are the top priorities of our product. Shift Cannabis Co. views the harvest process as one of the most vital in providing patients with the highest grade of medicinal cannabis.

This core belief and uncompromising perspective has led to our development of a detailed harvest and curing process that guides Harvest Managers and Plant Trimmers to successful outcomes with a highly crafted finished product. High quality in Cannabis is often measured by tactile and olfactory senses; Shift New Mexico will ensure that the cannabis cultivated will deliver New Mexican patients that experience.

With this intended experience in mind, the proper handling and processing of finished product is paramount in providing a medicinal product that will deliver not only the therapeutic effects of tetrahydrocannabinol (THC) and cannabidiol (CBD), but also the supplemental value provided by the aromas craft cannabis strains develop. The aromas are developed by secretory trichomes that contain many different botanical oils in the form of terpenes, as well as the active cannabis constituents of tetrahydrocannabinol (THC) and cannabidiol (CBD).

This method of harvesting involves cutting the branches with the buds intact along the stem, removing fan leaves not associated with the flowers and placing the branches upside down in a cool dark room. Slowly drying the flowers removes any residual nutrients then giving the plants a final trim removing any excess fan or "sugar-leaf" exposing the flowers. The slow drying process breaks down any remaining nutrients and chlorophyll, this gives the patient a product that burns clean white ash.

The drying and curing processes Shift New Mexico employs ensures there will be no harmful contaminants found in the dried product. As patient advocates, Shift New Mexico continually seeks to mitigate any harmful pathogen that may take refuge in cannabis flowers. To achieve this goal, the cultivation

facility will be outfitted with Puradigm® technology to treat the environment with UV and titanium dioxide outfitted fans that reduce the amount of hydroxyl radicals in the air as well as on the surface of plants, walls, and floors. This technology has been working effectively in hospitals, universities, and botanical nurseries among other venues to reduce harmful pathogens in the environment for several years. In addition, Puradigm® has been tested and used successfully by Kansas State University to reduce the presence of plant pathogens.

All of the waste product produced by the trimming processes will be dried and cured in almost the same process as the flowers. Trim will be processed into usable forms of plant extract suitable for edibles and for tinctures.

Drying and Trimming

Trimming Methods:

Shift New Mexico processes flowers dry or colloquially known as " Dry-Trimming". This process allows the plants to "vine ripen" and retain the valuable trichomes and provides a more rich olfactory experience. Additionally, dry trimming cannabis gives a more visually attractive final product but more importantly gives the plant the proper amount of time to slowly dry and cure. Employees will follow all Shift New Mexico standard operating procedures to furnish a consistent product to the patients of New Mexico

Once deemed sufficiently dry by the Harvest Manager, plants will be placed into air tight five gallon buckets, the Harvest Manager will be tasked with beginning the initial cure process at this point. Buckets will be opened daily to release moisture from the flowers and facilitate the curing process prior to the final trim. The final trim consists of the Trim team removing any excess leaf that during the early drying process curled around the flowers.Trimmers will be directed to handle all material by the stem, this avoids any damage to the resin glands on the flower during the manicure process. Removing these leaves exposes all of the trichome laden calyxes. Finished flowers will be removed from the stem and placed into a bucket for further curing.

Drying cannabis:

During the drying process the water content of the buds needs to be reduced from seventy five percent to ten to fifteen percent. Depending on relative humidity outside the facility, flowers should reach peak dryness from seven to fourteen days. Branches should be kept from touching each other to avoid uneven drying and development of mold and bacteria.

The ideal temperature for slow drying cannabis is around fifty five to sixty five (55 - 65) degrees. This will give the buds an exterior crispness, but still having a supple spongy texture when gently squeezed. The lower the temperatures the slower the process occurs. These lower temperatures give little chance for mold and bacteria to reproduce. Once cannabis plants have been sufficiently dried, flower buds are removed from the stem site and collected in large containers that are capable of being sealed airtight. These containers need to be opened daily for the first week of curing in order to expose the flower buds to oxygen to further move along the curing process.

These airtight containers give the flowers the ability to sweat out any excess moisture evenly. Depending on the dryness of the flowers, containers will need to be sealed. After the first week the containers need to be opened periodically for short periods of time.

Curing Cannabis:

The curing process can take up to three weeks, even longer depending on the variety. Properly cured cannabis provides medical patients a full therapeutic experience. As tetrahydrocannabinol (THC) and cannabidiol (CBD) cures they break down chemically into some of the minor plants cannabinoids that provide the varied medical effects that cannabis provides.

Carefully handling and slowly drying the finished flowers gives added protection against mold and bacteria from developing. Some of the harmful bacteria mold that has been found on cannabis includes: Enteroacter cloacae, K. pneumonia, Streptococcus, Salmonella muenchen, Aspergillus N., as well as Penicillium and ochratoxin A . In order to protect our patients Shift New Mexico will outfit the grow rooms and the dry and cure rooms with Puradigm® air purification fans. These fans utilize ultraviolet light and titanium dioxide filters to clean the air of any free floating harmful pathogens. The use of Can 100 carbon filters attached to 12"Can Max inline exhaust fans, will also aid in air purification.

Shift NEW MEXICO

Relative humidity in the drying area should be around fifty (50) percent. After three (3) days, the relative humidity should rise to about sixty (60) percent, again with the reason to slow down the drying process. It's very important there's enough air circulation in the room, a ventilation fan will be used to control humidity and temperature via environmental controls, thermostat or humidistat. Oscillating circulation fans will be used to move the air within the drying room. A Puradigm® air purification fan will be installed to reduce the amount of possible pathogen penetration in the dry room environment. This imparts an extra level of safety for medical cannabis patients in New Mexico as well as provides peace of mind for patients who are anxious and/or concerned about their safety and wellbeing.

RFA F. Quality Assurance Plan #1

Shift NEW MEXICO

Shift New Mexico Flower Quality Control Policies

It is the mission of Shift New Mexico to provide the absolute best quality Hand Raised Cannabis available. In furtherance of such mission, it is the individual responsibility of every staff member to diligently and consistently verify the quality of our cannabis.

Every Shift New Mexico staff member that is a patient should take the opportunity to sample 0.5 to 1 gram of each of our strains for sale. Careful attention should be given to the entire experience of the samples. Items to look for include:

- Trim – Please ensure that every flower has been trimmed to Shift New Mexico standards, which means "high and tight" with no excess plant leaf matter visible anywhere on the bud.
- Trichome Coverage – Every medicinal bud at Shift New Mexico should appear "sugar-coated" with a healthy amount of visible trichomes. The flower should not appear to have been "kiefed" and should be in a visually appealing state.
- Aroma – Verify the sample smells appealing and up to the description we provide patients. There should be a distinct scent, and the specimen should never smell like grass or hay under any circumstances. Note the change of scent when the bud is crumbled or ground.
- Seeds or Bananas – Check the state of the sample while breaking apart to verify there are no tiny seeds or seed pods or hermaphrodite male flowers known as bananas.
- Pests – Watch for any signs of webs, spotted growths, mildew, mold and other unnatural markings of a pest infestation.
- Flavor – When smoking or vaporizing the samples be sure to note the flavor of the specimen. Make sure the taste is not ashy or chemical induced (unless it is a diesel or common "fuel" flower) and that there is no popping or sparking while igniting the flower. The smoke should be smooth and flavorful and should not overly induce coughing fits or sore throats.
- Ash – Take special care to note the color of the ash when done smoking. All Shift New Mexico cannabis should leave a white or light gray ash color, and should never leave a dark black or resinous mass in the bowl.

Quality control is very important to the mission of Shift New Mexico and we depend on our staff to professionally maintain our standards. If you find, under any circumstances, that any Shift New Mexico product is not up to par, please immediately notify your manager.

RFA F. Quality Assurance Plan #1

Shift NEW MEXICO

Flower Tester Template

Tester Name:

Date:

Batch#:

Strain Name:

- Trim –
- Trichome Coverage –
- Aroma –
- Seeds or Bananas –
- Pests –
- Flavor –
- Ash –
- General Comments –

RFA F. Quality Assurance Plan #1

Shift NEW MEXICO

Signature: _____

RFA F. Quality Assurance Plan #2

Shift NEW MEXICO

Shift New Mexico

Medical Cannabis: Dosing Calculations

Dosing medical cannabis on a calculated level is a difficult practice. The main underlying principle of this difficulty is that cannabis has many active ingredients that build complex chemical compounds that regulate each other differently. Historical studies have mainly focused on the psychoactive effects of the cannabis plant chemical tetrahydrocannabinol (THC). However, contemporary studies have presented new information regarding the non-psychoactive chemicals of cannabis, compounds known as cannabinoids, which may be of greater overall therapeutic efficacy depending on the condition and/or ailment. While scientific research is beginning to make progress in understanding cannabis more, it is still in its infancy and unfortunately concise dosing of cannabis is still in its infancy.

In cannabis consumption, the ingestion of the psychoactive chemical THC is the main factor in "altered" daily function for the majority of patients. With this in mind, it is conscientious and responsible to refer to the THC content of a particular strain when evaluating the dose of cannabis. Depending on the patient's condition and/or ailment, a high THC may be appropriate to effectively treat symptoms. However, some patients require a low quantity of THC content to thoroughly address a specific diagnosis. Nevertheless, no matter the THC content, determining an effective therapeutic dose remains a personal process that involves observational research and evaluation of results. Individuals experience different reactions to specific strains and thus need to keep in mind that medicinal outcomes may vary. It must be noted that consumption of THC in amounts that are excessive of twenty five (25) milligrams (mg) may sporadically cause toxicity.

With regards to the psychoactive and non-psychoactive compounds of the cannabis plant, the route of administration is an important factor to consider in determining dosage quantities. For example, the small intestine is the primary site for drug absorption and the liver is the primary site for drug metabolism. Due to these biochemical processes, cooked cannabis edibles may be three (3) to five (5) times more psychoactive in affect than cannabis that is smoked by combustion and inhaled.

In an attempt to more fully understand cannabis dosing calculation, a few general guidelines have been established within the medical cannabis community to better educate producers, distributors, and patients alike. The following should serve as basic principles of practice when dosing cannabis:

- The normal adult dosage of THC for new cannabis consumers should be limited to two and a half (2 ½) to five (5) milligrams of THC per dose. For more

experienced cannabis consumers, ten (10) to twenty (20) milligrams is a good starting dose threshold. And for the heavy cannabis consumers, twenty five (25) milligrams or more is an adequate dose based on diagnosis and condition ailments.

- In order to convert percentages (%) to milligrams move the decimal one numerical placeholder to the right. For example, if the advertised THC content of cured cannabis flower or a cannabis-derived product is 24.42% THC, then it can be deduced that the cannabis flower or cannabis-derived product contains 244.2 milligrams of THC per gram of cannabis. The same conversion factor may be used for other cannabinoids and terpenoids as well.

RFA F. Quality Assurance Plan #3

Steep Hill

Steep Hill Labs, Inc.
1005 Parker Street
Berkeley, CA 94710

Re: Letter of Intent

Dear Travis:

Thank you for Keyway Inc.'s interest in Steep Hill and meeting the State mandated quality assurance testing services in the operation of your business. As discussed, Steep Hill will to provide to Keyway, cannabis testing services after they are awarded a non-profit producer license by the State of New Mexico. Please counter-sign below to indicate your intent to enter into a testing contract with Steep Hill, upon being awarded the state permit.

Any and all goods and services will be provided in a manner consistent with New Mexico state rules and regulations. We will continually monitor, with your assistance, such rules to ensure we remain in compliance with your regulatory needs.

We look forward to assisting you in the analysis and testing of medical cannabis and medical cannabis-infused products available to patients in NM.

Sincerely,

David Lampach - CEO

April 29, 2015

Upon being awarded a non-profit producer license, it is the intent of Keyway, Inc. to test its cannabis and cannabis products through Steep Hill Labs, Inc.

By:

Name: Travis Howard

Title: General Manager, Management Company, Shift New Mexico

RFA F. Quality Assurance Plan # 4

Shift NEW MEXICO

Complaints procedure:

Shift Cannabis Co. acts as a patient advocate, in doing so we take consumer complaints very seriously, we ask patients and caregivers to fill out our provided feedback forms so that we can ensure each batch delivered to the patient base of New Mexico not only for cannabis produced on site but for wholesale cannabis produced by other state licensed producer is of medical quality.

Taking patient safety seriously Shift New Mexico has set up a transparent approach to our complaint procedure. The company will appoint a manager to facilitate the resolution of product complaints. All complaints received will be sent by the manager to the Department for evaluation along with batch test results provided by Shift Co. Patients are encouraged to contact the department with any complaints and concerns. If a patient or caregiver has any issues with any product provided by Shift Cannabis, we will provide a full refund with a valid proof of purchase.

Shift New Mexico will provide educational materials for patients regarding the potential negative side effects of cannabis in our store but also on our web site. Shift New Mexico will also provide tests for THC, CBD mycotoxin and microbial pathogens to the Department of Health and patients upon request. Again, with each unit sold patients are given a feedback survey. The survey will have Shift New Mexicos' contact information as well as the contact information for the Department of Health.

RFA F. Quality Assurance Plan #4

Shift NEW MEXICO

Shift Cannabis Co. acts as a patient advocate, in doing so we take consumer complaints very seriously. Cannabis is our passion and we are aware that a person's' physiology can have an effect on how their body reacts to cannabis. Often users will report unfavorable feelings after consuming cannabis. Patients have described feeling disoriented, anxious or paranoid. While these side effects are minor the psychological impact can be long lasting.

Taking patient safety seriously Shift New Mexico has set up a transparent approach to our complaint procedure with regard to any adverse effects they may encounter. The company will appoint a manager to facilitate the resolution of product complaints. All complaints received will be copied and sent to the Department for evaluation along with batch test results provided by Shift Co. Patients are encouraged to contact the department with any complaints and concerns.

Each batch of cannabis Shift New Mexico distributes will be accompanied with a product survey If a patient or caregiver has any issues with any product provided by Shift Cannabis, Shift will provide a full refund with a valid proof of purchase.

For any adverse effects that may be encountered during the use of medical cannabis we advise our patients to contact us immediately regarding any concerns. Our number will be located on the bottom of our adverse event/ complaint forms. We also encourage patients to contact the department of health and report any unfavorable outcomes when consuming our cannabis or cannabis derived products.

Shift will provide educational materials in the form of classes and pamphlets for patients regarding the potential negative side effects of cannabis. Shift New Mexico will also provide tests results for each batch listing the total THC, CBD mycotoxin and microbial pathogens with each purchase and we will provide all of our test results to the Department of Health and patients upon request. Again, with each unit sold patients are given a feedback survey. The survey will have both Shift New Mexicos' contact information and the New Mexico Department of Health.

RFA F. Quality Assurance Plan #4

Shift NEW MEXICO

Shift New Mexico
Patient Cannabis and Cannabis-Derived Product Feedback
Patient Feedback

Patient Registration Number:
_____

Dispensary Name:
_____

Dispensary Address:
_____

Dispensary Phone Number & Email:
_____

Dispensary License Number:
_____

Date Product Purchased:
_____

Product Name:
_____

Batch Identification Number: _____ Batch Package Date: _____

Please attach defective material and package, when possible.

Complaint:
_____
_____
_____
_____
_____

Recommended
Action: _____
_____
_____

Shift NEW MEXICO

Additional
Comments: _____
_____

_____
_____

Office Use Only

Manager Notified? Yes ___ No ___

Please feel free to contact the New Mexico Department of Health Medical Cannabis Program with any questions or concerns Reporting Department (505)-827-0006.

RFA F. Quality Assurance Plan #5

Shift NEW MEXICO

Shift New Mexico
Cannabis and Cannabis-Derived Product Feedback
Distribution Center

Dispensary Name:
_____

Dispensary Address:
_____

Dispensary Phone Number & Email:
_____

Dispensary License Number:
_____

Date Product Purchased:
_____

Product Name:
_____

Batch Identification Number: _____ Batch Package Date _____

Please attach defective material and package, when possible.

Complaint:
_____
_____
_____

Recommended Action:
_____
_____

Shift NEW MEXICO

Additional Comments:

_____

_____

_____

Office Use Only:

Manager Notified? Yes ___ No ___

Please feel free to contact the New Mexico Department of Health Medical Cannabis Program with any questions or concerns Reporting Department (505)-827-0006.

RFA F. Quality Assurance Plan #5

Shift New Mexico
Patient Agreement

Although extensive, it is extremely important that we strongly enforce rules and regulations at all times and ask that you agree to uphold and abide by the following policies. If you refuse to complete this agreement in its entirety, Shift New Mexico reserves the right to refuse service. Only patients or caregivers with the original and up-to-date New Mexico Medical Cannabis Registry Card are permitted on the premises. Others may be asked to leave.

This patient agreement does NOT replace the caregiver or center that you have designated through the New Mexico Department of Public Health's Medical Cannabis Registry. This agreement only allows Shift New Mexico to act as "substitute" primary caregiver when you or your designated primary provider is unable to provide you with medical marijuana services now, or from time to time. This form is kept on file at Shift New Mexico and will not be submitted to any state agency.

Please read and initial each section:

_____ New patients without a valid Registry Card can purchase medical cannabis seven (7) days a week between the hours of 8:00 a.m. to 6 p.m. but must provide a copy of Physician's Certification, valid New Mexico State ID, and certified mail receipt.

_____ I am a resident of the State of New Mexico and agree to let Shift New Mexico make and keep a copy of my state identification.

_____ I have read and understand Title 7 Chapter 34 Part 3 of the New Mexico Constitution. (Copies may be provided if you wish to read this law.)

_____ I agree to act in accordance with all aspects of the Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 through 26-2B-7 of the New Mexico Constitution and all other laws and regulations that have been passed, including but not limited to, House Bill 594.

_____ I have a recommendation from a licensed physician stating that medical cannabis might help me with my debilitation condition.

_____ I agree to allow Shift New Mexico to make and keep a copy of my physician's recommendation as well as a copy of my Medical Cannabis Registry Card (Red Card) or Medical Cannabis Registry Application, and, upon request, the recommending physician's telephone contract information to ensure validity of the information.

_____ If SHIFT NEW MEXICO IS NOT my primary caregiver, I want Shift New Mexico and its representatives to act as my "substitute primary caregiver" for the reason that my designated primary provider is unable to provide me with medical cannabis services now and from time to time.

Shift NEW MEXICO

_____ I agree and understand that if my New Mexico Medical Cannabis Registry Card (Red card) expires, is denied, or is revoked, Shift New Mexico may cancel this agreement and will cease services until renewed documents can be presented.

_____ I agree and understand that cameras and recording devices will not be permitted in our facility.

_____ I agree NOT to bring any weapons or anything that can be used as a weapon into Shift New Mexico. If I have concerns for my safety, I will ask a member of the Shift New Mexico staff for assistance in exiting the building and getting into my vehicle.

_____ I agree and understand that any purchase I make from Shift New Mexico is for my personal use and will not be redistributed to anyone; medical cannabis patient or non-patient.

_____ I agree and understand that I am limited to possessing or purchasing no more than six ounces (168 grams) of cannabis unless my physician has recommended an increase amount of cannabis to effectively treat my condition. This recommendation must be clearly stated on my Physician's Certification and I understand that staff of Shift New Mexico may check with my physician to confirm any increased recommendation and I authorize them to check.

_____ I understand that cannabis may cause several side effects including, but not limited to: dry mouth, lightheadedness, slowed reactions, and loss of balance. I agree not to consume the purchased medicine onsite or in a manner that could endanger the wellbeing of others.

_____ I agree NOT to operate any motor vehicles or other mechanical devices while medicated. I understand that doing so is a violation of state law and is not protected by Title 7 Chapter 34 Part 3. I agree to identify and hold harmless Shift New Mexico to the maximum extent allowed by law for any damages caused by the member operation motor vehicle or heavy equipment while impaired by medical cannabis.

_____ I understand that I will be asked to sign a waiver as part of this patient agreement that will allow Shift New Mexico and their representatives to speak with my physician and the New Mexico Medical Cannabis Registry to confirm my condition as well as any other information that is necessary to provide caregiver services.

_____ I understand all personal information collected by Shift New Mexico is confidential and private. All personal information will not be released to any third party without my express-written consent. I understand that Shift New Mexico may be forced by court order to release certain information and that Shift New Mexico will comply with all lawful court orders in this regard.

_____ I declare that I am not employed by, under-contract to, or in agreement with any municipal, local, provincial, federal or foreign law enforcement agency (Declaration of Non-Law Enforcement Status).

It is policy of Shift New Mexico to update our rules and regulations on a regular basis to reflect changes in the law or to better the operation of the business. To help us

Shift NEW MEXICO

provide a high level of products and services, we require patients to maintain a complete and valid New Mexico Medical Cannabis Registry Card (Red Card) or Application and Physician's Certification. It is the patient's responsibility to keep all documents up to date. Ignorance of the law is no excuse! It is the patient's responsibility to become educated on the current laws and regulations that apply to their safe access to medical cannabis. Membership may be revoked at any time by management for any violation or action, not covered in the sections of this agreement, that Shift New Mexico staff and/or management considers unwelcome, unsafe, or unethical. Shift New Mexico and its representatives reserve the right to refuse entry and/or service to any person, at any time, and at the discretion of the Shift New Mexico staff and management.

By signing below, I agree to the following:

I have read and understand this Patient Agreement. I understand that failure to abide by these policies may result in my membership being terminated, which would prohibit me from utilizing services offered by Shift New Mexico.

_____ _____/_____/_____

_____

Sign Date Print Name

___/___/___ _____-_____-_____ Want Text Deals? Yes or No (circle one)

Birth Date *for b-day deals! Phone Number Monthly Newsletter and deals? Yes or No

_____@_____

E-Mail Address

How did you hear about us? _____

HIPAA RELEASE AND AUTHORIZATION

From time to time, it may be necessary for Shift New Mexico and their representatives to confirm my condition as well as any other information that is necessary to provide caregiver services or to provide information to an enforcement agency to defend itself. This authorization will allow Shift New Mexico and their representatives to speak with

Shift NEW MEXICO

my physician and the New Mexico Medical Cannabis Registry to confirm my condition as well as any enforcement agency or officer in defense of itself.

I give permission to:

1. Any physicians or treatment professionals to disclose and discuss my medical conditions and records with Shift New Mexico and their representatives.
2. The New Mexico Department of Public Health's Medical Cannabis Registry Program to disclose the following protected health information to Shift New Mexico and their representatives.
3. Shift New Mexico and their representatives to disclose the following protected health information to any law enforcement officer, Santa Fe County Law enforcement, New Mexico Department of Public Health, Santa Fe County District Attorney, Court prosecutor or opposing counsel.

Information to be disclosed:

1. Any information contained in my medical cannabis registry file.

This protected health information is not a healthcare provider or health plan covered by federal privacy regulations, the information described above may be disclosed to other individuals or institutions and no longer protected by these regulations.

You may refuse this authorization.

You may inspect or copy the protected health information to be used or disclosed under this authorization. For protected health information created as part of a clinical trial, your right to access is suspended until the clinical trial is completed.

Finally, you may revoke this authorization in writing at any time by sending written notification to the Shift New Mexico. Your notice will not apply to actions taken by the requesting person/entity prior to the date they receive your written request to revoke authorization.

_____ _____/_____/

Signature of Participant or Personal Representative Date

_____

RFA G.1 Keyway, Inc.

STATE OF NEW MEXICO
DIANNA J. DURAN
SECRETARY OF STATE

April 22, 2015

TRACY SANDERS

320 PASEO DE PERALTA STE B
SANTA FE NM 87501

RE: KEYWAY, INC.

Entity ID: 5046076

The Office of the Secretary of State has approved and filed the Articles Of Incorporation for the above captioned corporation effective April 22, 2015. The enclosed Certificate Of Incorporation is evidence of filing, and should become a permanent document of the corporation's records.

The referenced approval does not constitute authorization for the above referenced corporation to transact any business which requires compliance with other applicable federal or state laws, including, but not limited to, state licensing requirements. It is the corporation's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

Pursuant to Chapter 53, Article 8 NMSA 1978 Nonprofit Corporations Act, (53-8-83), you are required to file an initial corporate report with a filing fee of $10 by May 22, 2015. Thereafter, a corporate report must be filed anually on or before the fifteenth day of the fifth month following the the end of its taxable year. Late filing penalty of $10 will be added for untimely filing of any report. The report is required to be filed whether a corporation is active or inactive or until such time that the corporation is relieved from filing the report as required by law. A supplemental report shall be filed within thirty days if, after filing of the corporate report, a change is made affecting the report. All of the above reports can be filed by using the e-Filing web portal: https://portal.sos.state.nm.us/Corps

Your canceled check, as validated by this office, is your receipt. If you have any questions please contact the Corporations Bureau at (505) 827-4508 or toll free at 1-800-477-3632 for assistance.

Corporations Bureau

RFA 9.1 Keyway

Federal Tax Obligations of Non-Profit Corporations

Non-profit status may make an organization eligible for certain benefits, such as state sales, property, and income tax exemptions; however, this corporate status does not automatically grant exemption from federal income tax. To be tax exempt, most organizations must apply for recognition of exemption from the Internal Revenue Service to obtain a ruling or determination letter recognizing tax exemption.

Exemption as a charitable, educational, or religious organization under section 501(c)(3) is generally considered the most favorable status, because donations to 501(c)(3) organizations are tax deductible. To be exempt under that section, an organization must apply within 27 months after the end of the month in which it was created.

Although certain types of organizations are not required to apply for recognition of exemption, many do so in order to clarify their tax status. A user fee must accompany an exemption application. The IRS will not process an application until the user fee is paid.

Required Applications

Section 501(c)(3)organizations

- Form 1023, *Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code*
- Form SS-4, *Application for Employer Identification Number* (or apply for an EIN on-line at **www.irs.gov**; type "EIN" in the keyword box on any page)

Non-501(c)(3) organizations

- Form 1024, *Application for Recognition of Exemption Under Section 501(a) of the Internal Revenue Code*
- Form SS-4, *Application for Employer Identification Number* (or apply for an EIN on-line at **www.irs.gov**; type "EIN" in the keyword box on any page)
- Form 8718, *User Fee for Exempt Organization Determination Letter Request*

Help Available from the IRS

Publication 4220, *Applying for 501(c)(3) Tax-Exempt Status*

Publication 4221-NC, *Compliance Guide for Tax Exempt Organizations (other than 501(c)(3) Public Charities and Private Foundations)*

Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities

Publication 4221-PF, *Compliance Guide for 501(c)(3) Private Foundations*

Publication 4630, *Exempt Organizations Products and Services Navigator*

Publication 557, *Tax-Exempt Status for Your Organization*

Download forms and publications at **www.irs.gov**; or call **1-800-829-3676** (toll-free)

Charities and Nonprofits website: **www.irs.gov/eo**

- Life Cycles: web-based information tools to help tax-exempt organizations comply with requirements that occur throughout the life cycle of their organization
- **www.stayexempt.irs.org**: web-based training modules and mini-courses
- EO Update: free electronic newsletter with information for tax-exempt organizations and tax practitioners who represent them

TE/GE Customer Service: **(877) 829-5500** (toll free)

RFA G.1 Keyway

Office of the Attorney General
Charitable Organizations

Most nonprofit corporations that have applied for or received tax-exempt status pursuant to Section 501(c)3 of the Internal Revenue Code must register and file annual reports with the Attorney General's Office. (New Mexico Charitable Solicitations Act, Section 57-22-1 *et seq.* NMSA 1978).

Charitable organizations that exist, operate or solicit contributions in New Mexico are required to register and file annual reports with the Attorney General unless otherwise exempt pursuant to the Charitable Solicitations Act.
Charitable organizations are organizations recognized under section 501(c)3 of the Internal Revenue Code and/or groups that hold themselves out to the public as operating for a "charitable purpose." "Charitable purpose" means a benevolent, social welfare, scientific, educational, environmental, philanthropic, humane, patriotic, public health, civic or other eleemosynary objective or an activity conducted in support of or in the name of law enforcement officers, firefighters or other persons who protect public safety.

For the purposes of registration and annual reporting, only charitable organizations which are not otherwise exempt under the Act are required to register and report to the Office of the Attorney General. The Office of the Attorney General will no longer accept hard copy information for registration or filing unless an organization has been granted an exemption from electronic filing. To obtain an exemption, please send a letter requesting that your organization be exempt from electronic registration and an affidavit stating, under oath, that your organization does not have access to the electronic resources necessary to use the COPROS system.

Most New Mexico charities and New Mexico private foundations must electronically register and file annual financial reports with the Office of the Attorney General.

In carrying out these charity oversight duties, the Attorney General's Office provides information and assistance to many individuals who serve as directors, officers, volunteers, fundraisers, accountants and attorneys for charitable organizations. The Attorney General's Office also provides the public with certain information on registered charities and their professional fundraisers.

Organizations are now required to register and file reports electronically using NM-COROS at https://secure.nmag.gov/coros/. The electronic filing system allows you to fulfill all registration and filing requirements including filling out the electronic registration form, uploading documents, filing annual reports and getting immediate confirmation of receipt.

Charitable Organizations
Santa Fe Office
408 Galisteo Street
Villagra Building
Santa Fe, NM 87501
Phone: (505) 827-6000
Fax: (505) 827-5826

Santa Fe Mailing Address

P.O. Drawer 1508

Santa Fe, NM 87504-1508

RFA G.1 Keyway

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate Of Incorporation

OF

KEYWAY, INC.

5046076

The Office of the Secretary of State certifies that the Articles Of Incorporation, duly signed and verified pursuant to the provisions of the

Nonprofit Corporation Act **(53-8-1 To 53-8-99 NMSA 1978)**

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate Of Incorporation and attaches hereto a duplicate of the Articles Of Incorporation.

Dated : **April 22, 2015**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.

Dianna J. Duran
Secretary of State

RFA 6.1 Keyway

FILED
SOS
Corporation Bureau APR 22 2015

NONPROFIT CORPORATION
ARTICLES OF INCORPORATION
OF
KEYWAY, INC.

The undersigned, acting as incorporator to form a corporation pursuant to the New Mexico Nonprofit Corporation Act (the "Act"), adopt the following Articles of Incorporation:

ARTICLE ONE: The name of the nonprofit corporation (the "Corporation") is **Keyway, Inc.**

ARTICLE TWO: Registered Office, Registered Agent and Principal Place of Business.

(1) The street address of the initial registered office of the Corporation is 320 Paseo de Peralta, Suite B, Santa Fe, NM 87501.
(2) The name of the initial registered agent at that address Sanders Law, PC.
(3) The street address of the Corporation's current principal place of business is 1322 Paseo de Peralta, Santa Fe, NM 87501.

ARTICLE THREE: The existence of the Corporation shall be perpetual unless it is sooner dissolved pursuant to the Act or by the assent in writing of all of the directors of the Company (the "Directors") as allowed under the terms of the Bylaws.

ARTICLE FOUR: The purposes for which the Corporation is organized is:

(1) to be a Licensed Non-Profit Producer of medical cannabis throughout the State of New Mexico as permitted under the Lynn and Erin Compassionate Use Act, NMSA §§ 26-2B-1 et. seq.;

(2) to educate patients and caregivers about the Corporation's products (the "Products") including (a) the medicinal properties of the Products; (b) the limitations on their rights to possess and use the Products; (c) the quality of the Products; (d) the ingestion options and inhalation techniques of the Products; (e) the potential side effects of the Products; (f) how to report adverse events related to the Products; and (g) how to report concerns regarding the Products and the Corporation's services; and

(3) in general, to carry on any other business and have all the powers hereinafter conferred upon nonprofit corporations by the laws of the State of New Mexico.

ARTICLE FIVE: The names and addresses of the Corporation's initial board of directors are:

NAME	ADDRESS
Deborah Jesko	[redacted]
Kevin Grannon	
Jason Amestoy	

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Corporation Bureau APR 22 2015

RFA 6.1 Keyway

Matt Clarke

Andre Maria Baca

John Watson

Monico Abeyta

Leonard Montoya

Rollin V. Oden

[redacted]

ARTICLE SIX: Provisions for the regulation of the internal affairs of the Corporation are set forth in the Bylaws, as the same may be amended by the board of directors from time to time in writing pursuant to the terms thereof.

ARTICLE SEVEN: The Company shall indemnify the Directors for all costs, losses, liabilities, and damages paid or accrued in connection with the business of the Corporation, to the fullest extent provided or allowed by the laws of the State of New Mexico, and as allowed under the terms of the Bylaws.

ARTICLE EIGHT: The Directors reserve the right to amend, alter, change, or repeal any provision contained in, or to add any provision to, these Articles of Incorporation from time to time, by the assent in writing now or hereafter prescribed or permitted by the laws of the State of New Mexico. All rights and powers conferred upon the Directors hereby are granted subject to the foregoing reservation.

ARTICLE NINE: The name and address of the incorporator is Tracy Sanders, 320 Paseo de Peralta, Suite B, Santa Fe, NM 87501.

Dated: April 22, 2015.

Tracy T Sanders

Tracy T. Sanders, Incorporator

RFA G.1

FILED
SOS
Corporation Bureau APR 22 2015

STATEMENT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT

I, Tracy T. Sanders, as president of Sanders Law, PC, hereby acknowledge that the undersigned corporation accepts the appointment as Initial Registered Agent of **Keyway, Inc.**, the nonprofit corporation which is named in the annexed Articles of Incorporation.

Sanders Law, PC
a New Mexico professional corporation:

Tracy T. Sanders
By: Tracy T. Sanders, President
(An authorized person of the entity being appointed as registered agent)

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Corporation Bureau APR 22 2015

RFA 6.1 SNM, LLC

STATE OF NEW MEXICO
DIANNA J. DURAN
SECRETARY OF STATE

April 24, 2015

SANDERS LAW PC
TRACY SANDERS
320 PASEO DE PERALTA STE. B
SANTA FE NM 87501

RE: SNM, LLC

Entity ID: 5047242

The Office of the Secretary of State has approved and filed the Articles Of Organization for the above captioned organization effective April 24, 2015. The enclosed Certificate Of Organization is evidence of filing, and should become a permanent document of the organization's records.

The referenced approval does not constitute authorization for the above referenced organization to transact any business which requires compliance with other applicable federal or state laws, including, but not limited to, state licensing requirements. It is the organizations's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

Your canceled check, as validated by this office, is your receipt. If you have any questions please contact the Corporations Bureau at (505) 827-4508 or toll free at 1-800-477-3632 for assistance.

Corporations Bureau

RFA G.1 SNM, LLC

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate Of Organization

OF

SNM, LLC

5047242

The Office of the Secretary of State certifies that the Articles Of Organization, duly signed and verified pursuant to the provisions of the

Limited Liability Company Act **(53-19-1 To 53-19-74 NMSA 1978)**

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate Of Organization and attaches hereto a duplicate of the Articles Of Organization.

Dated : **April 24, 2015**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.

Dianna J. Duran
Secretary of State

RFA G-1 SNM, LLC

FILED
SOS
Corporation Bureau
APR 24 2015

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION
OF
SNM, LLC

The undersigned, acting as an organizer of a limited liability company pursuant to the New Mexico Limited Liability Company Act (the "Act"), adopt the following Articles of Organization:

ARTICLE ONE: The name of the limited liability company (the "Company") is SNM, LLC.

ARTICLE TWO: Registered Office, Registered Agent and Principal Place of Business.

(1) The street address of the initial registered office of the Company is 200 West Marcy Street, #142, Santa Fe, NM 87501.
(2) The name of the initial registered agent at that address Sommer Karnes & Associates, LLP.
(3) The street address of the Company's current principal place of business is P.O. Box 8757, Santa Fe, NM 87504.

ARTICLE THREE: The existence of the Company shall be seventy-five (75) years unless it is sooner dissolved pursuant to the Act or by the assent in writing of all of the Members of the Company (the "Members") as allowed under the terms of the Operating Agreement.

ARTICLE FOUR: Provisions for the regulation of the internal affairs of the Company are set forth in an agreement among the Member(s) and the Manager(s) (the "Operating Agreement"), as the same may be amended from time to time in writing pursuant to the terms thereof.

ARTICLE FIVE: The authority to manage and control the day-to-day business of the Company shall be vested in one or more Managers, or the Managing Member, or Members as set forth in the Operating Agreement; provided, however, that all decisions regarding (a) the sale, pledge, hypothecation, or other transfer or disposition of all or substantially all of the assets of the Company; (b) the merger or consolidation of the Company; (c) the amendment of these Articles of Organization or the Operating Agreement; (d) the dissolution of the Company; (e) the admission of new Members to the Company; and (f) all other decisions that are reserved to a member of a limited liability company by the Act shall be reserved to the Members, which decisions shall require the assent of some or all of the Members in accordance with the Operating Agreement. The Manager need not be a Member of the Company.

ARTICLE SIX: The Company may be a single member limited liability company.

ARTICLE SEVEN: The Company shall indemnify the Members and Managers for all costs, losses, liabilities, and damages paid or accrued in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of New Mexico, and as allowed under the terms of the Operating Agreement.

ARTICLE EIGHT: The Members reserve the right to amend, alter, change, or repeal any provision contained in, or to add any provision to, these Articles of Organization from time to time. All rights and powers conferred upon the Managers hereby are granted subject to the foregoing reservation.

Dated: April 24, 2015.

Karl H. Sommer, Organizer

RECEIVED
SOS
Corporation Bureau
APR 24 2015

RFA G.1 SNM, LLC

STATEMENT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT

I, Karl H. Sommer, as managing partner of Sommer Karnes & Associates, LLP, hereby acknowledge that the undersigned limited partnership accepts the appointment as Initial Registered Agent of **SNM, LLC**, the limited liability company which is named in the annexed Articles of Organization.

Sommer Karnes & Associates, LLP
a New Mexico limited partnership:

Karl H. S

By: Karl H. Sommer, Managing Partner
(An authorized person of the entity being appointed as registered agent)

RFA G.2

BYLAWS

OF

KEYWAY
(A New Mexico Nonprofit Corporation)

Article 1
Name, Principal Office and Registered Agent

The name of the nonprofit corporation is "Keyway, Inc." The nonprofit corporation may also do business under the name "Keyway." Keyway is referred to in these Bylaws as the "Nonprofit."

The Nonprofit was incorporated as a New Mexico nonprofit corporation under the New Mexico Nonprofit Corporation Act on April 22, 2015.

The principal office of the Nonprofit is located at 1322 Paseo de Peralta, Santa Fe, New Mexico 87501.

The registered agent of the Nonprofit is Sanders Law, and the address of the registered agent is 320 Paseo de Peralta, Suite B, Santa Fe, New Mexico 87501.

Other offices may be established by the board of directors, as the Corporation's affairs require from time to time.

Article 2
Purposes of the Nonprofit

The purposes for which the corporation is organized are:

(1) to be a Licensed Non-Profit Producer of medical cannabis throughout the State of New Mexico as permitted under the Lynn and Erin Compassionate Use Act, NMSA §§ 26-2B-1 et. seq. (the "Lynn and Erin Compassionate Use Act");

(2) to educate patients and caregivers about the Corporation's products (the "Products") including (a) the medicinal properties of the Products; (b) the limitations on their rights to possess and use the Products; (c) the quality of the Products; (d) the ingestion options and inhalation techniques of the Products; (e) the potential side effects of the Products; (f) how to report adverse events related to the Products; and (g) how to report concerns regarding the Products and the Corporation's services; and

(3) in general, to carry on any other business and have all the powers hereinafter conferred upon nonprofit corporations by the laws of the State of New Mexico.

The Nonprofit is not formed for pecuniary or financial gain, and no part of the assets of the Nonprofit shall be distributable to, or shall inure to the benefit of, its Directors or Officers except to the extent permitted under the Act, the Articles of Incorporation and these Bylaws. The

corporation may engage in any and all lawful activities that may be incidental or reasonably necessary to the foregoing purposes, and to have and exercise all of the powers and authority now or hereafter conferred upon nonprofit corporations under the laws of the State of New Mexico.

Article 3
Restrictions

The Board of Directors is expressly prohibited from carrying on any activity or exercising any power not permitted under the Lynn and Erin Compassionate Use Act.

Article 4
Members

The Nonprofit shall have no members.

Article 5
Powers of the Nonprofit Vested in the Directors

Since the Nonprofit has no members, all powers of the Nonprofit shall be exercised by the Board of Directors, except those powers delegated by the Board of Directors or otherwise reserved to the Officers of the Nonprofit.

Article 6
Directors of the Nonprofit

6.1 Number, Tenure and Qualifications. The number of Directors of the Nonprofit shall initially be seven (7), but shall not ever be less than five (5) nor more than fifteen (15). The number of Directors may be increased or decreased from time to time by resolution of the Board adopted at any meeting of the Board by the vote of two-thirds (2/3) of the then members of the Board, provided that no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. Directors shall be nominated at each annual meeting or at a special meeting and shall be elected by the vote of two-thirds (2/3) of the then members of the Board. Directors shall be elected at each annual meeting of the Board of Directors. The term of office of each Director shall be two (2) years or until the next annual meeting of the Board of Directors, and each Director shall hold office for the term for which he or she is elected and until his or her successor has been elected and qualified. Directors need not be residents of the State of New Mexico. The Directors constituting the Nonprofit's inital Board of Directors shall be named in the Articles of Incorporation of the Nonprofit.

6.2 Duties and Powers. The Board of Directors shall have control and management of the business and affairs of the Nonprofit. The Directors shall in all cases act as a board and regularly convene and, in the transaction of business, the act of a majority present at a meeting,

except as otherwise provided by the laws of the State of New Mexico, these Bylaws or the Articles of Incorporation of the Nonprofit, shall be the act of the board, provided a quorum is present. The Directors may adopt such rules and regulations for the conduct of their meetings and the management of the Nonprofit as they may deem proper, provided, however, that such rules and regulations are not inconsistent with the Code, the Act, Articles of Incorporation of the Nonprofit or these Bylaws.

6.3 Regular Annual Meetings. A regular annual meeting of the Board of Directors, for the purpose of electing or appointing Directors and Officers and for the transaction of any other business which may come before the meeting, shall be held without other notice than these Bylaws, at the registered or principal office of the Nonprofit, during the month of December of each year, or at another place and time set by the Board of Directors, if such month is not convenient for a meeting. The Board of Directors may provide, by resolution, the time and place, either within or without the State of New Mexico, for the holding of additional regular meetings without other notice than such resolution.

6.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Executive Director or President of the Nonprofit at any time. The Executive Director or President may fix any place, within the State of New Mexico, as a place for holding any special meeting of the Board of Directors.

6.5 Meetings by Telephone or Video Conference Calls. Directors or any members of any committee designated by the Directors may participate in a meeting of the Board of Directors, including any special meeting called for any purpose, or a meeting of such committee by means of telephone or video conference or similar communications equipment, by means of which all persons participating in the meeting can hear each other, and participation in such a meeting by the aforesaid means shall constitute their presence in person at such meeting.

6.6 Notice. Notice of any special meeting shall be given at least ten (10) days prior to the meeting by written notice delivered personally or mailed to each director at his or her last known post office address, or sent by telegram or email, or given by telephonic or facsimile notice. If mailed, such notice shall be deemed to be delivered five (5) days after it is deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is sent by email, the notice shall be deemed to be delivered within the hour after which the email was sent. If notice is given by telephone or by facsimile, the notice shall be deemed to be delivered when the telephone call has been placed or the facsimile notice has been successfully transmitted. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except that where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

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6.7 Quorum. A majority of the Directors then serving shall constitute a quorum for the transaction of business at any regular or special meeting. A quorum, once attained at a meeting, shall be deemed to continue until adjournment, notwithstanding a voluntary withdrawal of enough Directors to leave less than a quorum. The act of the majority of the Directors present at a meeting at which a quorum is present, unless otherwise provided by the Act, these Bylaws or the Articles of Incorporation of the Nonprofit, shall be the act of the Board of Directors. If less than a majority of the Directors is present at any meeting, a majority of the Directors present may adjourn the meeting without further notice.

6.8 Manifestation of Dissent. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Nonprofit immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who votes in favor of such action.

6.9 Vacancies. Any vacancy occurring in the Board of Directors, or any Directorship to be filled by reason of an increase in the number of Directors, may be filled by the affirmative vote of a majority of the Directors then serving though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors for a term of office continuing only until the next annual meeting of Directors.

6.10 Removal of Directors. At a Directors meeting called expressly for that purpose, any Director, except for the Executive Director, may be removed, with or without cause, by a vote of a majority of the Directors; provided, however, that the Director whose removal is proposed shall not vote or otherwise participate in the deliberations relating to that Director's proposed removal. The Executive Director may only be removed by a vote of two-thirds of all the Directors; provided that the Executive Director shall not vote or otherwise participate in the deliberations relating to the Executive Director's proposed removal.

6.11 Resignation. Any Director may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance.

6.12 Written Consent. Any action required by the Act to be taken at a meeting of the Directors of the Nonprofit, or any action which may be taken at a meeting of the Directors or of a committee, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, or all of the members of the committee, as the case may be. The consent shall have the same effect as a unanimous vote.

6.13 Compensation. No Director is to receive a salary for his or her services to the Nonprofit; however, any Director may be reimbursed his or her out of pocket expenses for serving as a Director. The Board of Directors shall have power in its discretion to contract for and to pay accountants, attorneys and agents reasonable compensation for services rendered to or on behalf of the Nonprofit in an amount appropriate to and reasonable for the value of such services. Nothing herein shall be deemed to prohibit a person employed by the Nonprofit from serving as a Director of the Nonprofit or from receiving compensation commensurate with his or her employment for service rendered in such employment even though such employee is also a Director.

6.14 Chairman of the Board. The Executive Director shall act as Chairman for the Nonprofit and preside at all meetings of the Board of Directors, shall interest himself or herself in all affairs of the Nonprofit and shall be an ex officio member of all committees. All committees shall be appointed by the Executive Director when not otherwise provided by these Bylaws. The Vice President shall act as Chairman in the absence of the Executive Director and when so acting shall have all the power and authority of the Executive Director.

Article 7
Officers of the Nonprofit

7.1 Election and Term. Officers of the Nonprofit shall be elected at the annual meeting of the Board of Directors. Each Officer shall hold office until the Officer's successor shall have been duly elected and qualified, or until the death, resignation or removal of such Officer. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The Officers of the Nonprofit shall at minimum be a Executive Director (or President), a Vice President, a Secretary and a Treasurer. The Board of Directors from time to time may appoint such other Officers as the Board of Directors may deem appropriate.

7.2 Duties of the Officers. The Officers and their duties shall be as follows, until changed by amendment to theses Bylaws by action of the members of the Board of Directors:

7.2.1 Executive Director. The Executive Director (or President) shall act as the chief operating officer of the Nonprofit and shall interest himself or herself in and supervise and control all operating affairs of the Nonprofit. As such, the Executive Director shall execute all contracts in the name of the Nonprofit and shall perform such additional duties as shall be necessary in the supervision and control of the operating affairs of the Nonprofit. The Executive Director may be an ex officio member of all committees.

7.2.2 Vice President. The Vice President shall act as Executive Director in the absence of the Executive Director and when so acting shall have all of the powers and authority

of the Executive Director. The Vice President shall also perform such other duties and have such other powers as from time to time may be assigned to him or her by the Board of Directors or the Executive Director.

7.2.3 Secretary. The Secretary shall (i) keep the minutes of the proceedings of the Board of Directors; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and (iii) be custodian of the corporate records except those pertaining to the office of the Treasurer. The Secretary shall notify all Directors of meetings and of their appointments to committees.

7.2.4 Treasurer. The Treasurer shall interest himself or herself in the financial affairs of the Nonprofit, shall arrange for proper custody of securities and documents relating to the Nonprofit and shall, when requested, consult with and advise the Board of Directors about financial policies.

7.3 Employees and Agents. The Board of Directors may from time to time appoint such employees and other agents as it shall deem necessary or desirable, each of whom shall hold office at the pleasure of the Board of Directors, and shall have such authority and perform such duties and shall receive such reasonable compensation, if any, as a majority of the Board of Directors may from time to time determine. To the fullest extent allowed by law, the Board of Directors may delegate to any employee or agent any powers possessed by the Board of Directors and may prescribe their respective title, terms of office, authorities and duties.

7.4 Vacancies. Any vacancy in any office elected or appointed by the Board of Directors due to death, resignation, removal or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

7.5 Resignation. Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately upon receipt of the written notice by the President or Secretary of the Nonprofit.

7.6 Removal. Any Officer, employee or agent of the Nonprofit may be removed with or without cause by a vote of two-thirds (2/3) of the Directors then serving, whenever in such Directors' judgment, the best interests of the Nonprofit shall be served thereby.

Article 8
Committees and Advisors

8.1 Committees. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate and appoint one (1) or more committees each of which shall consist of two (2) or more Directors. The President shall appoint a member of each committee to serve as the chair of the committee. The committees, to the extent provided in the

resolution, or in these Bylaws, shall have and exercise all the authority of the Board of Directors, but no such committee shall have the authority of the Board of Directors in reference to amending the Articles of Incorporation of the Nonprofit; adopting a plan of merger or consolidation; the sale, lease, exchange or other disposition of all or substantially all the property and assets of its business; the voluntary dissolution of the Nonprofit or a revocation thereof; amending the Bylaws of the Nonprofit; electing, appointing or removing any member of any committee or any Director or Officer of the Nonprofit; adopting a plan for the distribution of the assets of the Nonprofit; or altering or repealing any resolution of the Board of Directors which by its terms and provisions provides that same shall not be amended, altered or repealed by the committee. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

8.2 Advisors. The Board of Directors may appoint from time to time any number of persons as advisors of the Nonprofit to act either singly or as a committee or committees. Each advisor shall hold office during the pleasure of the Board of Directors and shall have only the authority or obligations as the Board may from time to time determine.

Article 9
Contract, Loans, Checks, Deposits, Investments and Expenses

9.1 Contracts. The Board of Directors may authorize any Officer or Officers or agent or agents of the Nonprofit to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Nonprofit, and such authority may be general or confined to specific instances.

9.2 Loans. No loans shall be made by the Nonprofit and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loans shall be made by the Nonprofit to any of its Directors or Officers.

9.3 Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money and notes or other evidences of indebtedness issued in the name of the Nonprofit shall be signed by the Executive Director or Vice President; provided however, that checks, drafts or other orders for the payment of money not in excess of Two Thousand Dollars ($2,000.00) may be signed by the Secretary or the Treasurer.

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

9.5 Investments. The funds of the Nonprofit shall be invested in such investments as the Board of Directors or any investment manager appointed by the Board of Directors may from time to time select, giving due regard to balancing the need to preserve principal, produce income and capital gain, and achieve long term growth for the assets of the Nonprofit.

9.6 Expenses. The Board of Directors shall authorize payment of all expenses of the Nonprofit, including but not limited to custodian, investment management, legal fees and accounting fees and charges, first from income (if available), and if not, from the principal assets of the Nonprofit.

9.7 Prohibition Against Sharing in the Nonprofit's Earnings. No Director, Officer or employee of or person connected with the Nonprofit, or any other private individual, shall receive at any time any of the net earnings, or pecuniary profit from the operations of the Nonprofit, provided, however, as stated above, that this prohibition shall not prevent the payment to any such person of reasonable compensation for services rendered to or for the Nonprofit in effecting any of its purposes as shall be fixed by the Board of Directors.

Article 10
Conflict of Interest Policy

10.1 Purpose. The purpose of the conflict of interest policy is to protect the Nonprofit's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Nonprofit or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

10.2 Definitions. For purposes of this Article 10:

10.2.1 Interested Person. Any Director or Officer who has a direct or indirect financial interest, as defined below, is an interested person.

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

10.2.2.1 An ownership or investment interest in any entity with which the Nonprofit has a transaction or arrangement,

10.2.2.2 A compensation arrangement with the Nonprofit or with any entity or individual with which the Nonprofit has a transaction or arrangement, or

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10.2.2.3 A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Nonprofit is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under subsection 10.3.2 of Section 10.3 below, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

10.3 Procedures.

10.3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

10.3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Directors or committee members shall decide if a conflict of interest exists.

10.3.3 Procedures for Addressing the Conflict of Interest.

10.3.3.1 An interested person may make a presentation at the meeting of the Board of Directors or the committee meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

10.3.3.2 The President of the Board of Directors or the chair of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

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

10.3.3.4 If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of

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Directors or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Nonprofit's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

10.4 Violations of the Conflicts of Interest Policy.

10.4.1 If the Board of Directors or committee has reasonable cause to believe a Director or Officer has failed to disclose actual or possible conflicts of interest, it shall inform the Director or Officer of the basis for such belief and afford the individual an opportunity to explain the alleged failure to disclose.

10.4.2 If, after hearing the Director's or Officer's response and after making further investigation as warranted by the circumstances, the Board of Directors or committee determines the Director or Officer has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

10.5 Records of Proceedings. The minutes of Board of Directors and all committees shall contain:

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

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

10.6 Compensation.

10.6.1 A voting member of the Board of Directors who receives compensation, directly or indirectly, from the Nonprofit for services is precluded from voting on matters pertaining to that Director's compensation.

10.6.2 A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Nonprofit for services is precluded from voting on matters pertaining to that member's compensation.

10.6.3 No voting member of the Board of Directors or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or

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indirectly, from the organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

10.7 Statements. Each Director, Officer and member of a committee with governing board delegated powers shall sign a statement which affirms such person:

10.7.1 Has received a copy of the conflicts of interest policy,

10.7.2 Has read and understands the policy, and

10.7.3 Has agreed to comply with the policy.

Article 11
Fiscal Year

The fiscal year of the Nonprofit shall begin on the first day of January and end on the last day of December in each year, unless the Board of Directors shall provide to the contrary by resolution duly adopted at a regular meeting of the Board of Directors.

Article 12
Accounting Records; Annual Report

12.1 Accounting Records. The Nonprofit shall maintain or cause to be maintained accounting records of the business and affairs of the Nonprofit.

12.2 Annual Report. The Nonprofit shall furnish to the Board of Directors within sixty (60) days of the date upon which the Nonprofit's tax return is filed with the Internal Revenue Service a written report of the activities and the receipts and disbursements of funds of the Nonprofit during such tax year.

Article 13
Termination

Upon dissolution and termination of the Nonprofit, the Board of Directors of the Nonprofit, after paying or making provision for the payment of all the lawful debts and liabilities of the Nonprofit, shall distribute all the assets of the Nonprofit to a nonprofit organization or organizations, which may have been created to a nonprofit organization or organizations having similar aims and objects as the Nonprofit and which may be selected by the Board of Directors of the Nonprofit as an appropriate recipient of such assets.

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Article 14
Indemnification and Insurance

In amplification and not in limitation of the provisions of applicable New Mexico State law:

14.1 To the extent permitted by Section 53-8-26 NMSA 1978, the Nonprofit shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action, suit, or proceedings, whether civil, criminal, administrative, or investigative, including appeals, by reason of the fact that such person is or was a Director, Officer, employee, or agent of the Nonprofit, or is or was serving at the request of the Nonprofit as a director, officer, partner, employee, or agent of another Nonprofit, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, against expenses (other than taxes, penalties, or expenses of correction), including attorneys' fees and amounts paid in settlement, if such expenses are reasonably incurred by such individual in connection with such proceeding and such individual is successful in such defense, or such proceeding is terminated by settlement, and such individual has not acted willfully and without reasonable cause with respect to the act or failure to act that gave rise to the liability.

14.2 Any indemnification under Section 14.1 above (unless ordered by a court) shall be made by the Nonprofit only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent of the Nonprofit is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 14.1 above. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to, or who have been wholly successful on the merits or otherwise with respect to, such claim, action, suit, or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

14.3 The indemnification authorized by this Article 14 shall continue as to a person who has ceased to be a Director, Officer, employee, or agent of the Nonprofit and shall inure to the benefit of the heirs, executors, and administrators of such a person.

14.4 The Nonprofit shall have the power to purchase and maintain insurance to indemnify the Nonprofit for any obligation which it incurs as a result of its indemnification of its Directors, Officers, employees, or agents pursuant to this Article 14.

Article 15
Administration and Governing Law of the Nonprofit

The Nonprofit shall be administered in and governed by the laws of New Mexico.

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Article 16
Amendments By Board

The Board shall have power to make, alter, amend, and repeal the Articles of Incorporation and the Bylaws of the Nonprofit by the affirmative vote of a majority of the Directors then in office, provided, however that notice of the proposed amendment or amendments shall have been included in the meeting notice which is given to the members of the Board and, provided, further, that no such action shall be taken that would adversely affect the qualification of any license issued to the Nonprofit pursuant to the Lynn and Erin Compassionate Use Act. Notwithstanding any terms or provisions of these Bylaws to the contrary, Article 16 of these Bylaws shall not be amended without the unanimous consent of the all of the Directors of the Nonprofit.

Article 17
Non-Discrimination

In all of its dealings, neither the Nonprofit nor any of its duly authorized agents shall discriminate against any individual or groups for reasons of race, color, creed, sex, age, culture, national origin, marital status, sexual preference, or mental or physical handicap.

The Bylaws of Keyway, Inc. were duly adopted by unanimous consent of the Board of Directors of the Nonprofit as of the date written below.

In witness whereof, the Bylaws of Keyway, Inc., a New Mexico nonprofit corporation, were duly adopted on April 30, 2015.

Matt Clarke, Executive Director

Michal Hayes, Secretary

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ACTION IN LIEU OF MEETING AND UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS OF KEYWAY, INC.,
a New Mexico Nonprofit Corporation

The Board of Directors of Keyway, Inc. (the "Corporation") hereby unanimously consent:

AUTHORITY FOR EXECUTIVE DIRECTOR TO SIGN MASTER SERVICES AGREEMENT AND WORK ORDER 1 WITH SNM, LLC

WHEREAS, the Directors have reviewed the Master Services Agreement between Keyway, Inc. and SNM, LLC, attached hereto as Exhibit A, and Work Order made pursuant to the Master Service Agreement attached hereto as Exhibit B, and deem it in the best interest of the Corporation to enter into both agreements.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director of the Corporation is authorized and directed to enter into the Master Services Agreement on behalf of the Corporation, and also to enter into Work Order 1 issued pursuant to the Master Services Agreement on behalf of the Corporation, and to execute and deliver such documents and instruments and to do such acts and things as such officer deems necessary in connection therewith.

RATIFICATION

RESOLVED, that any and all acts taken and any and all agreements or other instruments executed on behalf of the Corporation by any officer or officers of the Corporation prior to the execution of such Agreement and Work Order, or with regard to any of the transactions or agreements authorized or approved by any or all of the foregoing resolutions are ratified, confirmed, adopted and approved.

GENERAL

RESOLVED FURTHER, that Executive Director and Secretary of the Corporation be, and hereby are, authorized and directed to execute all documents and to take such action as they may deem necessary or advisable in order to carry out the purposes of these resolutions.

There being no further business to come before the meeting, on motion duly made and seconded, the meeting was adjourned.

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Dated: April 30, 2015

Michal Hayes, Secretary

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EXHIBIT A

[ATTACH MASTER SERVICES AGREEMENT]

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EXHIBIT B

[ATTACH WORK ORDER 1]

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OPERATING AGREEMENT
OF
SNM, LLC

This Operating Agreement (the "Agreement") is made and entered into as of this 30th day of April, 2015, by and between the parties listed as Members on **Exhibit A** attached, who hereby agree to the following provisions regarding the operations of SNM, LLC (the "LLC"), pursuant to the provisions of the New Mexico Limited Liability Company Act (the "Act"). The parties listed on **Exhibit A** are referred to each individually as a "Member" and collectively as the "Members."

ARTICLE 1
NAME, PURPOSE, PLACE OF BUSINESS AND FISCAL YEAR

1.1 LLC NAME. The name of the LLC is SNM, LLC, and the business of the LLC shall be currently conducted under the LLC name, but may in the future choose a business under other such names as the Board of Managers may from time to time deem necessary or advisable.

1.2 LLC PURPOSE. The purpose of the LLC shall be to conduct any other business that may lawfully be conducted by a limited liability company formed under the Act and which is permitted by the Constitution of the State of New Mexico.

1.3 PRINCIPAL PLACE OF BUSINESS. The principal place of business of the LLC shall be P.O. Box 8757, Santa Fe, NM 87504, or such other place as the Board of Managers may from time to time designate.

1.4 FISCAL YEAR. The LLC's fiscal year shall be the calendar year.

1.5 REGISTERED AGENT AND OFFICE. The name of the registered agent for service of process of the LLC is Sommer Karnes & Associates, LLP, and the address of such registered agent is 200 West Marcy Street, Suite 142, Santa Fe, NM 87501. The General Manager may at any time appoint or dismiss a registered agent, replace a registered agent, or change the address of the LLC.

ARTICLE 2
NAMES, ADMISSION AND NEW MEMBERS

2.1 MEMBERS' NAMES AND ADDRESSES. The name of each Member, the amount and nature of such Member's Capital Commitment, and the number of such Member's Ownership and Voting Units are set forth on **Exhibit A** to this Agreement. The addresses of each member shall be the address on the signature page of this Agreement, until such time as a Member shall deliver notice of a new address with the General Manager of the LLC. The Members shall cause **Exhibit A** to be amended from time to time to reflect any change in the Members of the LLC (including any change in the Capital Commitment or Ownership Units of any Member) made in accordance with the terms of this Agreement. Each amended **Exhibit A** shall supersede all prior **Exhibit A's** and become part of this Agreement, and shall be kept on file at the office of the LLC.

2.2 ADMISSION OF NEW MEMBERS (UNISSUED OWNERSHIP UNITS). The authorization to offer any of the Unissued Ownership Units, and thus admit new members or further investment of current Members, may only be made by Members holding 60% or more of the Voting Units (as determined under Section 3.7 and Exhibit A) at that time. If any of the Unissued Ownership Units are authorized in this manner, the first right of purchase, for a period of 30 days, is to the current Members holding Ownership Units at a pro rata portion to their current holdings. If fewer than all Members desire to purchase these units, the Members who desire to purchase shall have 30 days to deliver notice and funds to purchase a pro rata portion based upon their number of Ownership Units as a ratio to the newly authorized units, or under unanimously agreeable terms among all purchasing Members. If there are remaining newly authorized Ownership Units after all current Members have purchased what they desire, then the LLC may sell these units to outside parties subject to this section 2.2 and Article 11. The Members shall perform due diligence on any outside parties interested in purchasing Units and shall consider all aspects of potential new Members including not only their ability to contribute capital but also their potential for making non-monetary contributions to the LLC and their potential for working with the existing Members.

2.3 ADMISSION OF NEW MEMBERS (UNISSUED VOTING UNITS). In general, additional persons may be admitted to the LLC as Members holding Voting Units only with the prior written consent of the existing Members holding 60% or more of the LLC Voting Units (as determined under Section 3.7). Any transfer permitted by this Agreement shall consist only of Ownership Units until such Member approval for Voting Units has been approved.

2.4 ALL TRANSFERS. Except as provided in this Article 2, Article 3, and Article 11 below (Exempt Transfers), no interest of a Member in the LLC may be assigned, in whole or in part, without prior written consent of Members holding the requisite percentage of Voting Units required to make said transfer. Any transfer made must be compliant with applicable governing laws, including if required, that the person is 21 years or older, is eligible to own the LLCs equity and/or licenses, and is competent under the terms of the law.

2.5 AUTHORIZING MORE UNITS. If Exhibit A, as amended at the time of reading, has fewer than 100 Unissued Units, of either type, the Members may authorize more Unissued Units for the respective eligible category of units by a vote of Members holding 60% or more of the LLC Voting Units. There is no limit as to how many Unissued Units may be authorized at any given time.

ARTICLE 3
MEMBERS

3.1 PLACE OF MEETINGS. All meetings of the Members of the LLC shall be held at the principal office of the LLC or at such other place as may be designated in the notice of meeting, and such place may be a virtual or electronic meeting space.

3.2 ANNUAL MEETING. No annual or special meetings of the Members is required, except as otherwise provided in this Agreement.

3.3 SPECIAL MEETINGS. Special meetings of Members may be called by the General Manager, or Members holding at least ten percent (10%) percent of the LLC Voting Units (as determined under Section 3.7).

3.4 NOTICE OF MEETINGS.

(a) Written or electronic notice stating the place, day and hour of the meeting of Members and the purpose or purposes for which the meeting is called shall, unless otherwise prescribed by statute, be delivered not less than two days before the date of the meeting, either personally or by mail including electronic, by or at the direction of the General Manager or the other persons calling the meeting, to each Member entitled to vote at such meeting. Such meetings may be held within or out of the State of New Mexico and may be held without previous notice if a Member entitled to notice attends the meeting or upon execution of a waiver of notice, in the minutes or otherwise, by Members so waiving such notice, unless a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(b) No notice of a meeting need be given to any Member who shall in writing waive such notice, whether before, at, or after the stated time of any such meeting; and the attendance of a Member or its signing of the minutes, if any, of any meeting shall be deemed a waiver of, and equivalent to, formal notice of such meeting.

(c) Any written notice required to be given by law, the Articles of Organization, or this Agreement, if mailed, shall be deemed given when deposited in a regularly maintained depository of the United States Postal Service, with postage prepaid, addressed to the Member at its address, or when sent electronically to a previously valid email address or email address given to the LLC by the Member. However, if three successive letters mailed or emailed to the last-known address or email address of any Member are returned as undeliverable, no further notices to such Member shall be required, until another address for such Member is made known to the LLC.

3.5 Quorum. A quorum, for purposes of a meeting of Members, will consist of the presence (in person or by proxy) of Members holding 60% or more of the LLC Voting Units (as determined under Section 3.7), unless otherwise provided by law or the Articles of Organization. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days. If two adjournments are required and documented the third meeting shall only require 51% to reach a quorum. Should a quorum fail on the third attempted meeting, the agenda shall be passed to the General Manager who shall have full right and authority to act on and finally determine any business decision contained in said agenda.

3.6 VOTING REQUIREMENTS. If a quorum is present, the affirmative vote of Members holding 51% or more of the Voting Units present at the meeting shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is otherwise required by statute or by the Articles of Organization or this Agreement.

3.7 VOTING RIGHTS. Unless otherwise provided by this Agreement or the Articles of Organization, each Member entitled to vote, as determined on **Exhibit A** by their number of Voting Units, shall be entitled to a number of votes equal to the number of Voting Units then held by such Member, upon each matter submitted to a vote at a meeting of Members. Only Members as listed on the then-current **Exhibit A** shall be entitled to be treated by the LLC as Members in fact of the LLC, and the LLC shall not be bound to recognize any equitable or other claim to or interest in the LLC on the part of any other person, firm, corporation or other entity, whether or not the LLC shall have express or other notice thereof, except as expressly provided

by the laws of the State of New Mexico. In the event there is a tie in any vote put to the Members, the tie shall be broken by the General Manager.

3.8 TRANSFER UPON DEATH OR INCAPACITATION. If a Member holding Voting Units **dies**, the Ownership Units will transfer to the personal representative, executor, administrator, trustee, heirs or beneficiaries of such Member (the "Representatives"), if any. The Representatives will become a Member or Members of the LLC without any further action or approval of the other Members. However, such transfer shall NOT include Voting Units unless an approval of the General Manager and 51% of the current Voting Units (excluding units owned by the deceased) is given. The General Manager has 90 days to call a meeting and vote on such a matter or the Voting Units shall transfer automatically. Nothing in this Section 3.8 shall prevent the Representatives, on the one hand, and the LLC or other Members, on the other hand, from agreeing, unanimously, to the purchase and sale of the deceased Member's Ownership and Voting Units on mutually acceptable terms. If the Representative is under the age of 21, and New Mexico or other law requires that age or beyond to hold any ownership interest in the LLC, the General Manager shall hold the Ownership Units, and if applicable Voting Units, in escrow on behalf of the Representative until such time they are deemed eligible under the law. Escrow shall mean the Manager ensures the Exhibit A will be updated to reflect a dormancy of said units, whereby they no longer receive distribution or voting execution. Should a sale, or distribution of property, profits, or other capital be made during this escrow time period, the relative portion attributable to the escrowed units shall remain as capital of the LLC. If holding these units itself would violate any state or local law, the LLC shall pay to the Representative the amount of the deceased member's capital account in a period not to exceed 24 months from the date of death. If a Member becomes **incapacitated**, that Member's Ownership and Voting Units shall immediately be held by the incapacitated Member's legal guardian, conservator Representative, or other fiduciary appointed to act on behalf of the incapacitated Member (the Fiduciary). The Voting Units shall go dormant until such time as the General Manager approves for the Fiduciary to have such Voting Units, not to be unreasonably withheld, or until such time as the Member is no longer incapacitated. If no such guardian exists, eligible under state and local law to hold such units, the Ownership Units shall stay with the incapacitated Member and the Voting Units shall lie dormant until such time as the Member recovers or until all of the Ownership and Voting Units transfer upon death pursuant to the rules for transfer upon death stated above. If the General Manager is the person incapacitated or deceased, the Members may vote for a new General Manager using the ratios not including the old General Manager's Voting Units, if any existed.

3.9 PROXIES. Unless otherwise provided by resolution, a Member may vote either in person or by proxy executed in writing by the Member, or by its duly authorized attorney in fact.

3.10 ACTION BY MEMBERS WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a voting majority (whatever majority is required in the type of vote required to take such action, majority, certain percentage or unanimous) of the Members entitled to vote with respect to the subject matter thereof.

3.11 ACTION BY ELECTRONIC MEANS. The Members may participate in any meeting of the Members by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Notice of any such meeting to be conducted by conference telephone or similar equipment shall be given to a Member

in the same manner as any other required notice. Such participation shall constitute presence in person at such meeting.

3.12 INDEMNIFICATION. The LLC shall indemnify the General Manager and Members for payments made and personal liabilities reasonably incurred in the ordinary and proper conduct of the LLC's business, or in the preservation of the LLC's business or property; *provided, however*, that this indemnity shall not extend to conduct not undertaken in good faith to promote the best interest of the LLC, nor to any recklessness or willful misconduct; and, provided further, that this indemnification shall be limited to the total assets of the LLC (including unpaid Capital Commitments of the Members). The LLC may maintain in full force and effect a policy of liability insurance covering the General Manager, the Board of Managers and any committee members should the General Manager have appointed such committee(s).

3.13 BUSINESS OPPORTUNITY. The Members hereby agree that if any Member receives an opportunity in New Mexico or develops an idea relative to the industries the LLC in New Mexico is then currently actively participating, or has planned to actively participate in, the Member must deliver that to the LLC. Written declination from the General Manager or at least 51% of the current Voting Units shall be deemed official and the originating Member may pursue the opportunity on their own. If requested by the originating Member, the General Manager has 90 days to formally accept, decline, or put the matter to a vote of the Members.

ARTICLE 4
MANAGEMENT, DUTIES AND RESTRICTIONS

4.1 POWERS. The property and business of the LLC shall be managed by a Board of Managers, who may be either natural persons or other legal entities. If the Managers are natural persons, they shall be twenty-one years of age or older but need not be Members of the LLC. The Board of Managers may exercise all such powers and do all such lawful acts and things as are not prohibited by the Constitution of the State of New Mexico, by statute, or by the Articles of Organization, or this Agreement.

4.2 NUMBER, ELECTION, TENURE AND QUALIFICATION. The Members hereby agree that the Board of Managers shall initially consist of Matt Clarke and James Hayes and Travis Howard. The number of Managers may be increased or decreased at any time by a vote of existing Members holding seventy five percent of the outstanding Voting Units of the LLC, but no decrease shall have the effect of shortening the term of any incumbent Manager. Managers shall serve until they resign or are removed.

4.3 VACANCIES. Any vacancy occurring in the position of a Manager may be filled by the affirmative vote of the majority of the remaining Managers, even though such remaining Managers constitute less than a quorum of the Board of Managers. A Manager elected to fill a vacancy or to fill a position resulting from an increase in the number of Managers shall serve until his or her resignation or removal.

4.4 RESIGNATION. Any Manager of the LLC may resign at any time by giving written notice to the Members and other Managers, if any. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.5 REMOVAL. At any meeting called for the purpose of removing a Manager and the affirmative vote of Members holding 66% of the outstanding Voting Units of the LLC, the Members may remove a Manager only with cause.

4.6 MEETINGS. Meetings of the Members or the Board of Managers may be called at any time by any Member or Manager upon one day's oral or three days' written notice. Such meetings may be held within or without the State of New Mexico and may be held without previous notice if a Member or Manager entitled to notice attends the meeting or upon execution of a waiver of notice, in the minutes or otherwise, by Members or Managers so waiving such notice, unless a Member or Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.7 QUORUM. A voting majority of the Board of Managers shall constitute a quorum of the Board. Except as otherwise required by the Articles of Organization, the unanimous act of the Managers present at a meeting at which a quorum is present shall be the act of the Board of Managers, unless the act of a greater number is required by law, the Articles of Organization, or this Operating Agreement.

4.8 ACTION OF MANAGERS BY WRITTEN CONSENT. Any action required or permitted to be taken by the Board of Managers or by a committee thereof at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers or all of the committee members entitled to vote with respect to the subject matter thereof.

4.9 ACTION BY ELECTRONIC MEANS. Members of the Board of Managers may participate in any meeting of the Board of Managers by means of conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other at the same time. Notice of any such meeting to be conducted by conference telephone or similar equipment shall be given to a Manager in person or by telephone at least one (1) hour prior to the time fixed for the meeting. Such participation in the meeting shall constitute presence in person at the meeting.

4.10 COMMITTEES. The Board of Managers may designate from among its members, by resolution adopted by a majority of the Managers, an executive committee and one or more other committees each of which shall have and may exercise such authority in the management of the LLC as shall be provided in such resolution or in this Agreement, subject to the limitations prescribed by the Act.

4.11 GENERAL MANAGER. The Board of Managers may elect from among its members or outside of the LLC, by resolution adopted by a majority of the Managers, a General Manager. The Members hereby elect as the initial General Manager, CannaCounsel, LLC dba Shift Cannabis Co. The General Manager shall preside at all meetings of the Board, and shall be responsible for overseeing the day-to-day affairs of the LLC. The General Manager or General Managers shall exercise those powers described above in Section 4.1 on behalf of the Board of Managers and the LLC. In the event that any General Manager dies or becomes physically or mentally incapacitated or injured so that he or she is unable to perform the services required of him or her hereunder, as a Manager on the Board of Managers, the remaining Managers may appoint a replacement General Manager of its choice or assume operational control of the LLC, making all operational decisions except those reserved to Members. Any fees to be paid to the

Board of Managers or the General Manager shall be as and on terms determined by the Board of Managers.

4.12 AUTHORITY. Any action required or permitted to be taken by the Board of Managers may be authorized in writing, signed by the Board of Managers, setting forth the action and that such action is authorized by the LLC.

4.13 EXPENSES AND FEES OF THE MANAGERS. In consideration of the Managers' performance of their obligations with respect to managing the LLC, including without limitation causing the LLC to perform its financial reporting obligations as set forth in Section 10.2 below, the Managers shall be entitled to (a) receive such reasonable fees payable by the LLC as determined by resolution of the Members holding a majority of the outstanding Voting Units of the LLC; and (b) be reimbursed by the LLC for all of their respective reasonable out-of-pocket expenses incurred in connection with managing the LLC.

4.14 NON-LIABILITY. The Board of Managers and General Manager(s) shall not be liable to any Member or the LLC for mistakes in judgment or for action or inaction taken in good faith for a purpose that was reasonably believed to be in the best interests of the LLC, or for losses due to such mistakes, action or inaction, or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the LLC, provided that such employee, broker or agent was selected, engaged or retained and was supervised with reasonable care.

4.15 INDEMNIFICATION. In the event of any loss, liability or claim against the Board of Managers relating to the activities of the LLC, the LLC shall indemnify and hold harmless the Board of Managers for any such loss, liability and claim, including reasonable attorneys' fees; provided, however, that this indemnity shall not extend to conduct not undertaken in good faith to promote the best interest of the LLC, nor to any recklessness or willful misconduct nor to a breach of fiduciary duties to the LLC or its Members; and, provided further, that this indemnification shall be limited to the total assets of the LLC (including unpaid Capital Commitments of the Members).

ARTICLE 5
CAPITAL CONTRIBUTIONS

5.1 CAPITAL ACCOUNTS. The Members shall own the capital of the LLC ratably based upon relative capital contributions. An individual Capital Account shall be maintained for each Member.

5.2 CAPITAL COMMITMENTS OF THE MEMBERS. The amount of each Member's capital contribution is set forth opposite that Member's name in **Exhibit A** hereto (such Member's "Capital Commitment"). Members shall not be paid interest on any capital contributions, and except as expressly provided herein, Members shall not have the right to require a return of their capital contributions.

5.3 ADDITIONAL CAPITAL CONTRIBUTIONS. Each Member (and any successor of a Member or transferee of Ownership Units, whether or not admitted as a Member) shall be responsible for such Member's timely pro rata share, as determined by such Member's respective share of Ownership Units of the LLC as set forth in this Agreement, of all additional capital

contributions required by the LLC subsequent to the initial capital contributions. The time and amount of additional capital contributions required by the LLC from time to time and at any time in excess of the initial capital contributions of the Members, including, without limitation, any additional capital contributions required in connection with the operation, maintenance, improvement and/or ownership of any LLC property, and/or to do all other acts necessary or desired in order to fully and timely pursue the LLC's purposes, shall be determined by vote of the Members holding 60% of the LLC Voting Units. The LLC shall provide written notice (a "Contribution Notice") to all Members of the due dates for the payment of such additional capital contributions. Each Member shall have thirty (30) days from the date of receipt of the Contribution Notice in which to pay such Member's respective pro rata share (determined by Ownership Units) of such additional capital contributions as described in the Contribution Notice.

5.4 NONCONTRIBUTING MEMBERS.

(a) If a Member fails to make the payment required by the Contribution Notice, the LLC will be entitled to enforce the obligations of each Member to make the contributions to capital specified in the Contribution Notice, and the LLC will have all remedies available at law or in equity in the event any such contribution is not so made.

(b) No Member who has failed, and for so long as such Member continues to fail, to make a capital contribution required by a Contribution Notice may vote on any matter brought before the LLC (other than those matters requiring a unanimous vote of Members).

(c) Additionally, should any Member (the "Defaulting Member") fail to make a capital contribution required of it by a Contribution Notice, the Defaulting Member will be in default, and the other Members will have the right and option to acquire the Ownership Units represented by the capital contribution not made by the Defaulting Member or to make a loan to the Defaulting Member, as follows:

(i) Within ten days after the Defaulting Member's capital contribution was due, the Manager will notify each other Member of the amount of the capital commitment not made and the number of additional Ownership Units available for purchase due to the failed capital contribution. The number of additional Ownership Units available to each other Member for purchase will be that percentage each other Member's Ownership Units bears to the aggregate Ownership Units of all other Members (the other Member's "Pro Rata Share"). In lieu of purchasing a Pro Rata Share of Ownership Units, any other Member may elect to lend the Defaulting Member funds equal to the capital contribution for that other Member's Pro Rata Share, which funds are then paid directly to the LLC. The Ownership Units issued in the Defaulting Member's name as a result of such loan will be pledged as security for payment of the loan (the "Pledged Ownership Units") and, until fully paid, any distribution based on the Pledged Ownership Units and any other Ownership Units then owned by the Defaulting Member will be paid to the other Member making such loan until the loan is paid in full. Any such loan will be a fully recourse loan and bear interest at the prime rate as charged by the bank where the LLC's current operating account is held, plus five percent (5%) per annum (the "Default Rate") from the date paid to the LLC.

(ii) The option granted hereunder will be exercisable at any time within thirty days of the date of the notice from the Manager, and will be exercised by delivery

to the Defaulting Member in care of the Manager of a notice of exercise of option together with the other Member's funds representing either (A) the other Member's Pro Rata Share of additional Ownership Units, or (B) a loan to the Defaulting Member as described above. The Manager will forward such notice and documents to the Defaulting Member promptly after examination.

(iii) Should any remaining Members not exercise its option within said thirty-day period provided in subsection (ii) above, the Manager will immediately notify the remaining Members, who will have the right and option ratably among them to acquire the portion of the Ownership Units not so acquired (the "Remaining Portion") or make an additional loan within thirty days of the date of the notice specified in this subsection (iii) on the same terms as provided in subsections (i) and (ii) above.

(iv) Upon exercise of the option to acquire additional Ownership Units hereunder, each other Member will be obligated to contribute to the LLC that portion of the Capital Commitment then due from the Defaulting Member represented by the Ownership Units being acquired.

(d) For any amounts not contributed or loaned by the other Members, the LLC may bring an action against the Defaulting Member to collect the unpaid capital commitment, and the LLC will be entitled to interest from the initial due date of a rate equal to the Default Rate and to its reasonable costs and attorneys fees.

(e) None of the terms, covenants, obligations or rights contained in this Section 5.4 is or may be deemed to be for the benefit of any person other than the Members and the LLC, and no such third person will under any circumstances have any right to compel any actions or payments by the Members or to exercise any LLC, Member or Manager rights under this Agreement.

5.5 LOANS TO THE LLC. In lieu of additional capital contributions, the LLC may borrow money from the Members or third persons in any amount and on those terms upon which the General Manager has approved. Any loan to the LLC by a Member shall be evidenced by a promissory note obligating the LLC. The General Manager, and/or the Board of Managers is hereby instructed to attempt to find loans to the LLC prior to initiating any subsequent capital contributions.

ARTICLE 6
LLC ALLOCATIONS

6.1 PROFITS. Profits for any fiscal year shall be allocated to the Members based upon relative Ownership Units after giving effect to the special allocations set forth in Sections 6.3 and 6.4.

6.2 LOSSES.

(a) After giving effect to the special allocations set forth in Sections 6.3 and 6.4 hereof, Losses for any fiscal year shall be allocated based on relative Ownership Units, subject to the limitations in Section 6.2(b) below.

(b) The Losses allocated pursuant to Section 6.2(a) hereof shall not exceed the maximum amount of Losses that can be so allocated without causing a Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 6.2(a) hereof, the limitation set forth in this Section 6.2(b) shall be applied on a Member by Member basis so as to allocate the maximum permissible Losses to each Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

6.3 SPECIAL ALLOCATIONS. The following special allocations shall be made in the following order:

(a) MINIMUM GAIN CHARGEBACK. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article 6, if there is a net decrease in LLC Minimum Gain during any fiscal year, each Member shall be specially allocated items of LLC income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in LLC Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 6.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) QUALIFIED INCOME OFFSET. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of LLC income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 6.3(b) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 6 have been tentatively made as if this Section 6.3(b) were not in the Agreement.

(c) GROSS INCOME ALLOCATION. In the event any member has a deficit Capital Account at the end of any LLC fiscal year that is in excess of the sum of (i) the amount such Member is obligated to restore: (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Section 1.704-2(g)(1) and 1.704-2(i)(5); and (iii) the amount such Member would be deemed obligated to restore if Member Loan Nonrecourse Deductions were treated as Nonrecourse Deductions, each such Member shall be specially allocated items of LLC income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 6.3(c) shall be made if and only to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 6 have been tentatively made as if Section 6.3(b) hereof and this Section 6.3(c) were not in the Agreement.

(d) MEMBER LOAN NONRECOURSE DEDUCTIONS. Any Member Loan Nonrecourse Deductions for any fiscal year or other period shall be allocated to the member who bears the risk of loss with respect to the loan to which such Member Loan Nonrecourse Deductions are attributable in accordance with Section 1.704-2(b)(1) of the Regulations.

(e) SECTION 754 ADJUSTMENT. To the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

6.4 CURATIVE ALLOCATIONS. The allocations set forth in Sections 6.3(a), 6.3(b) and 6.3(c) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. 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 LLC income, gain, loss, or deduction pursuant to this Section 6.4. Therefore, notwithstanding any other provision of this Section 6 (other than the Regulatory Allocations), the LLC shall make such offsetting special allocations of LLC income, gain, loss, or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all LLC items were allocated pursuant to Sections 6.1 and 6.2(a).

6.5 OTHER ALLOCATION RULES.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Manager using any method permissible under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of LLC income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

(c) The Members are aware of the income tax consequences of the allocations made by this Article 6 and hereby agree to be bound by the provisions of this Article 6 in reporting their shares of LLC income and loss for income tax purposes.

6.6 SECTION 704(C) ALLOCATIONS.

(a) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any asset contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its initial Adjusted Asset Value.

(b) In the event the Adjusted Asset Value of any LLC asset is adjusted pursuant to the terms of this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted

basis of such asset for federal income tax purposes and its Adjusted Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

ARTICLE 7
EXPENSES

All expenses incurred in connection with the formation, organization, and operation of the LLC shall be borne by the LLC (including, but not limited to, the Manager's fees, salaries, wages, and fees of lawyers, accountants and other professionals).

ARTICLE 8
DISTRIBUTIONS TO AND WITHDRAWALS BY MEMBERS

8.1 WITHDRAWALS BY MEMBERS. Except as expressly provided herein, no Member may withdraw any amount from the LLC without the consent of Members holding sixty percent (60%) of the LLC Voting Units.

8.2 MANAGEMENT FEE DISTRIBUTIONS. A Manager may receive compensation in such amounts as may be determined from time to time by the unanimous vote of Members, which compensation shall be treated as LLC expenses.

8.3 OTHER DISTRIBUTIONS. In addition to the foregoing distributions, the LLC may distribute additional cash and other property to each of the Members (pro rata in accordance with Ownership Units) at such times and on such terms and conditions as determined by the General Manager.

ARTICLE 9
DISSOLUTION TERMINATION AND LIQUIDATION OF THE LLC

9.1 DISSOLUTION. The LLC shall be dissolved by the written agreement of Members holding 75% or more of the LLC Voting Units. If there is an affirmative vote for dissolution, any Members voting against the measure have 45 days to find investment capital to purchase all outstanding Ownership and Voting Units of the affirmative voting Members at fair market value, or value as designated in this Agreement.

9.2 DISSOLUTION PROCEDURES. Upon dissolution of the LLC at the expiration of the LLC term, if any, or for any other cause set forth in Section 9(a):

(a) The affairs of the LLC shall be wound up and terminated under the direction of the General Manager, or by the voting majority of Members, to be specified in the vote described in section 9.1 above.

(b) Whether any assets of the LLC shall be liquidated through sale or shall be distributed to the interested Members in kind shall, in each case, be a matter for the discretion of the Members holding a majority of the LLC Voting Units. Distributions shall be made in kind if reasonably practical. Distributions following dissolution made in kind shall be made ratably based on Ownership Units (but in accordance with positive Capital Accounts), valued at the fair market value thereof in accordance with Section 10.3, and subject to such conditions and

restrictions as the Members holding a majority of the LLC voting rights determine are required or advisable to preserve the value of the assets so distributed or for legal reasons.

(c) The proceeds of liquidation shall be distributed by the LLC in payment of its liabilities in the following order:

(i) To the creditors of the LLC, other than Members, in the order of priority established by law, either by payment or by establishment of reserves;

(ii) To the setting up of any reserves that the General Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC or of the General Manager arising out of or in connection with the LLC. Six months after the dissolution of the LLC if there are any reserves remaining they shall be distributed to the Members in accordance with (iv) below;

(iii) To the Members, in repayment of any loans made to, or other debts owed by, the LLC to such Members;

(iv) To the Members in accordance with positive Capital Account balances (after giving effect to all contributions, distributions and allocations for all taxable years, including the year in which such liquidation occurs), in compliance with Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2); and

(v) To the Members ratably based upon Ownership Units.

If any Member has a deficit balance in its Capital Account (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the LLC with respect to such deficit, and such deficit shall not be considered a debt owed to the LLC or any other Person for any purpose whatsoever.

(d) The cash flow and items of taxable income, gain, loss, deduction or credit of the LLC during the period of liquidation shall be divided among or borne by the Members in accordance with the provisions of Article 6.

9.3 TERMINATION OF MEMBER'S MEMBERSHIP IN THE LLC. Should a Member be deemed ineligible to hold a local or state license for any business which the LLC operates, and should that Member's interest in the LLC preclude the LLC from conducting its business or forces the LLC to forfeit any license of value greater than $2,500 (hereinafter "Terminating Event"), such Member shall be automatically expelled from the LLC as of the exact moment of such determination. Following the Terminating Event, the expelled Member shall be paid, over a 24 month period, the value of their Capital Account as of the day of the Terminating Event.

ARTICLE 10
FINANCIAL ACCOUNTING AND REPORTS

10.1 FINANCIAL RECORDS. The books and records of the LLC shall be kept in accordance with the terms of this Agreement and otherwise in accordance with a tax basis

method of accounting, consistently applied (unless otherwise specifically provided in this Agreement).

10.2 ANNUAL REPORTS.

(a) The LLC shall transmit to each Member and to each person (or its legal representative) who was a Member during any part of the fiscal year in question, within ninety (90) days after the end of each fiscal year, or as soon as the LLC's accountant can deliver: (i) a balance sheet for the LLC as of the end of the fiscal year and a profit and loss statement for the year then ended, all in reasonable detail, and (ii) a report setting forth the Capital Account of each Member as of the end of such fiscal year.

(b) The LLC shall also transmit within such ninety (90) day period, or as soon as the LLC's accountant can deliver, a Schedule K-1 for such fiscal year, to each Member then a member of the LLC and to each person (or its legal representative) who was a Member during any part of the fiscal year. Upon request from any Member, the LLC shall deliver a copy of the LLC's federal income tax return for such fiscal year.

10.3 VALUATION OF LLC AND INTEREST THEREIN.

(a) For all purposes of this Agreement, the value of a Member's interest in the LLC shall be equal to such Member's pro rata interest (based on relative Ownership Units) in the fair market value of the LLC's assets and liabilities (as determined in accordance with Section (a) or 10.3(c) below). In determining the value of the assets of the LLC in accordance with Section 10.3(b) or 10.3(c) below, or in any accounting among the Members or any of them, no deduction or discount shall be taken based upon minority interest, lack of marketability, or any other similar factor. No tax reserves shall be set up for unrecognized gains or profits unless the LLC is obligated under the Code for payment of the tax imposed thereon.

(b) The Members shall determine the value of the LLC's assets and liabilities on an annual basis. The value established by the Members shall be reduced to writing, given to each Member and shall be binding upon the LLC and the Members for the twelve-month period following the meeting or until the next agreed-upon value is established by the Members, whichever shall occur first.

(c) In the event that (i) the Members cannot agree upon the value of the LLC at the meeting, as described in Section 10.3(b), or (ii) more than twelve months have passed since the Members have agreed upon the value of the LLC in accordance with Section 10.3(b), then the fair market value of the assets and liabilities of the LLC shall be the fair market value of the LLC as determined by a licensed business appraiser engaged by the LLC, with the expenses of such appraisal borne by the LLC. The fair market value so determined shall be conclusive and binding upon the parties hereto. The General Manager shall select the appraiser.

10.4 LIMITATION OF LIABILITY.

(a) No Member will be personally liable for any debt or obligation of the LLC, and the liability of each Member for debts or losses of the LLC, or for obligations or liabilities thereof of any kind or nature, will not exceed in the aggregate the amount of the capital contribution (including subscribed capital, if any) by the Member to the LLC.

(b) No Member will be liable to any other Member or the LLC for honest mistakes in judgment or for action or inaction, taken in good faith for a purpose that was reasonably believed to be in the best interests of the LLC, or for losses due to such mistakes, action or inaction, or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the LLC, provided that such employee, broker or agent was selected, engaged or retained and supervised with reasonable care.

(c) The failure of the LLC to observe the formalities or requirements relating to the management of its business or affairs will not in itself render the Members liable for the liabilities of the LLC.

(d) A Member will not be liable to the LLC upon the rightful return of the Member's contributions, withstanding any creditor's extension of credit to the LLC during the period the contribution was held by the LLC.

10.5 SUPERVISION; INSPECTION OF BOOKS. Proper and complete books of account of the activities of the LLC shall be kept under the supervision of the General Manager at the principal place of business of the LLC or such other commercially reasonable and appropriate place. Such books shall, upon reasonable notice to the General Manager, be open to inspection by any Member or its accredited representative, and to copying by such Member or representative at any reasonable time during normal business hours.

RFA G-2

ARTICLE 11
RESTRICTIONS ON TRANSFER

11.1 BASIC RESTRICTION. No interest in the LLC (including any portion of an LLC interest, whether legal or equitable) may be transferred voluntarily, involuntarily, by operation of law, or otherwise, except as provided by the provisions of this Article 11 or if specifically authorized elsewhere in this Agreement.

11.2 NOTICE REQUIREMENT. If any Member desires to transfer or sell its Ownership Units in the LLC (a "Withdrawing Member"), the Withdrawing Member shall first submit written notice to the remaining Members and shall negotiate in good faith for forty-five (45) days with the remaining Members of the LLC before offering to sell or transfer any or all of its interest to any other party. This section is not in conflict with section 11.6 below as this section pertains to a current Member desiring to look for a potential purchaser, whereas 11.6 pertains to a current Member receiving an unsolicited offer from a 3rd party and/or a 3rd party offer following the 45 day period required by this provision.

11.3 CO-SALE RIGHTS.

(a) If (i) one or more Sellers at any time, or from time to time, in one transaction or in a series of related transactions, propose to Transfer to a third party (other than in an Exempt Transfer as defined in 11.3(c) below) Ownership Units representing more than 10% of the LLC's outstanding Ownership Units on an As Converted Basis (including all units issued or issuable upon the exercise of any outstanding warrants or options); and (ii) such Sellers have complied with Sections 11.2 and 11.6 hereof with respect to such proposed Transfer to such third party and are entitled to proceed with such Transfer, then each of the Members (other than any Member who is also a Seller) (collectively, the "Tag-Along Members") shall have the right (the "Tag-Along Right") to require the proposed purchaser to purchase from such Tag-Along Members up to such Tag-Along Member's pro rata portion of the Ownership Units to be Transferred (determined for purposes of this Section 2.3 by multiplying the total number of Ownership Units to be purchased by a fraction, the numerator of which is the total number of units owned by the Tag Along Member, and the denominator of which is the total number of units owned by the Sellers and all Tag Along Members). Any Ownership Units purchased from Tag Along Members pursuant to this Section 11.3 shall be paid at the same price per unit and upon the same terms and conditions as such proposed Transfer by the Seller (the "Transfer Terms").

(b) The Sellers shall notify promptly the Tag-Along Members in the event they propose to make a Transfer giving rise to the Tag-Along Right and shall furnish the Tag-Along Members with the Transfer Terms and a copy of any written offer or agreement pertaining thereto. The Tag-Along Right may be exercised by any Tag-Along Member by delivery of a written notice to each Seller proposing to sell Ownership Units (the "Tag-Along Notice") within 15 Business Days following its receipt of such notice from each such Seller, stating the number of units that such Tag-Along Member proposes to include in the Transfer. In the event that the proposed purchaser does not purchase the specified number of units from the Tag-Along Members on the Transfer Terms and subject to the same terms and conditions as are applicable to the Sellers in such transaction, then the Sellers shall not be permitted to sell any units to the proposed purchaser in the proposed Transfer.

(c) As used in this Agreement, the term "Exempt Transfer" shall mean a Transfer between a Member and either (i) any Person that, directly or indirectly, through one or more intermediaries, has voting control of, or is under common voting control with, such Member; (ii) with respect to natural persons, such Member's spouse, parents, children, siblings of blood and/or grandchildren; (iii) a trust, corporation, partnership or other entity, whose beneficiaries, shareholders, partners, or owners, or other Persons holding a controlling interest in which, consist of such Member and/or such other Persons referred to in the immediately preceding clauses (i) or (ii); (iv) or with respect to any Member that is a partnership, a limited partnership, a limited liability company or a corporation, such Member's partners, members or shareholders.

11.4 OPINION OF COUNSEL. Notwithstanding any provision herein to the contrary, the Units of the LLC have not been registered under the Securities Act of 1933 (The Act) or any applicable state securities laws (the Blue Sky Laws) and are restricted securities as that term is defined in rule 144 under The Act. The Units may not be offered for sale, sold, or otherwise transferred except pursuant to an effective registration statement under The Act, or pursuant to an exemption from registration under The Act, the availability of which is to be established to the satisfaction of the LLC. No Member shall Transfer any Ownership Units unless such Member shall first obtain an opinion of counsel satisfactory to the LLC to the effect that such Transfer is either exempt from the registration provisions of The Act and the Blue Sky Laws or that The Act and Blue Sky Laws are inapplicable to such Transfer.

11.5 DRAG-ALONG. In the event that the Members owning not less than [75%] by voting power of the Voting Units then issued and outstanding approve a Change in Control (an "Approved Sale"), then each Member agrees that such Member shall (a) vote any Voting Units of the LLC having the right to vote held by such Member or as to which such Member has voting power in favor of the consummation of transaction contemplated by such Approved Sale at any meeting of Members at which such transactions are considered or by execution of any written consents in lieu of a meeting of Members seeking approval of such transactions, (b) if the Approved Sale is structured as a sale of the outstanding Ownership Units of the LLC, tender all Ownership Units of the LLC held by such Member or as to which such Member has power of disposition which are the subject of such Approved Sale in accordance with the terms of the Approved Sale, and (c) take all other actions required in order to effectuate fully the transactions contemplated by such Approved Sale.

11.6 THIRD PARTY OFFER.

(a) A Withdrawing Member desiring to accept a bona fide offer to purchase its LLC Ownership Units shall deliver to the LLC and to all other Members written notice of such bona fide offer, designating the name and address of the prospective purchaser, and the amount and terms offered for the Withdrawing Member's LLC interest.

(b) Within 14 days after receipt of such written notice, the remaining Members shall convene a vote to determine whether the remaining Members desire to accept the proposed purchaser as a new Member of the LLC. The proposed purchaser shall be entitled to become a member of the LLC if Members holding 60% or more of the LLC Voting Units (exclusive of that of the withdrawing Member) (as required by Section 2.2) approve of such purchaser's admission as a Member of the LLC.

(c) If the remaining Members do not approve admission of the proposed purchaser as a Member of the LLC, then the remaining Members (in the first instance) and the LLC shall have the right and option to purchase (within 30 days after the final determination of value) all of the LLC interest of the Withdrawing Member, at a price equal to the offer.

(d) If the remaining Members do not timely approve admission of the proposed purchaser and if neither the remaining Members nor the LLC timely exercise their purchase option, then the LLC shall be liquidated according to the provisions of Article 9.

11.7 DEATH. If a Member dies, the transfer shall be governed by Section 3.8 of this Agreement.

11.8 TRANSFER WITHOUT CONSENT. The transferee of an interest in the LLC transferred without the consent of the Members (including, but not limited to, any involuntary transfers, divorce, and any transfers pursuant to any bankruptcy proceedings) shall not be entitled to vote on matters brought before the Members of the LLC nor participate in the management of the LLC. The Members of the LLC (excluding the transferor and the transferee) shall have the right to purchase the interest from such transferee at a price equal to the then value of such interest (determined in accordance with Section 10.3), less a discount of 20% to reflect both (a) the potentially significant disruption to LLC operations and affairs which may result from transfer of an LLC interest in breach of this Agreement, and (b) costs incurred. The purchase shall be made by the Members on the same formality set forth in Section 5.4 above and should any of the interest not be acquired by the remaining Members, the Withdrawing Member shall take back all un-purchased Ownership Units but shall forfeit any and all remaining Voting Units.

ARTICLE 12

MISCELLANEOUS

12.1 DOCUMENTS. Each of the Members agrees to execute such certificates, counterparts, instruments, documents and amendments thereto as may from time to time be required under applicable law for the formation of the LLC.

12.2 BINDING AGREEMENT. This Agreement shall survive the formation of the LLC, shall be binding on the assignees and legal successors of the LLC Members, and shall be governed by and construed in accordance with the internal laws, and not the law of conflicts, of the State of New Mexico.

12.3 ENTIRE AGREEMENT; CAPTIONS. This Agreement constitutes the entire agreement of the parties and supersedes all prior written and verbal agreements among the Members with respect to the LLC. Descriptive titles are used for convenience only and shall not be considered in the interpretation of this Agreement. In the event any provision of this Agreement shall be prohibited or unenforceable in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not deemed so modified, it shall be ineffective only to the extent of such prohibition or unenforceability without affecting the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction.

12.4 LLC NAME. The LLC shall have the exclusive ownership and right to use the LLC name as long as the LLC continues, despite the withdrawal (for whatever reason) of any Member.

12.1 AMENDMENT OF AGREEMENT AND ARTICLES OF ORGANIZATION. Except as otherwise expressly provided herein, the provisions of this Agreement and the Articles of Organization of the LLC may be amended only with the written consent of Members holding a 75% majority of the LLC Voting Units.

12.2 NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer upon any person, corporation, or other entity not a party to this Agreement any rights or remedies under this Agreement.

12.3 RESOLUTION OF CONTROVERSIES.

(a) Intent. Is the intention of the LLC, the Board of Managers, the Members, and any assignees to bring all disputes between or among any of them to an early, efficient and final resolution. Therefore, it is hereby agrees that all disputes, claims, including without limitation management, contract, quasi contract, equitable claims, tort claims, statutory claims, or any other kind of controversy, claim or dispute shall be resolved by mediation and arbitration as provided in this Operating Agreement.

(b) Mediation. The parties shall in good faith attempt to informally resolve any dispute with respect to the LLC and this Operating Agreement. If the parties do not reach agreement resolving the dispute within twenty (20) days after notice is given by any party to the others, the parties shall present the dispute to a Mediator agreed-upon by the parties (the "Arbiter") for resolution. If the parties cannot agree upon the selection of a mediator to act as Arbiter, the General Manager shall select and appoint a Mediator, and such appointment shall be conclusive and binding upon the parties. Such mediation shall occur in the city of Santa Fe, New Mexico. The mediation shall occur within forty-five (45) days of such appointment.

(c) Arbitration. If the attempt to resolve the dispute through this mediation process is unsuccessful, then such dispute shall be settled by arbitration at the same location in accordance with the rules of the New Mexico Uniform Arbitration Act. The parties shall select a single arbitrator, but if they do not agree within twenty (20) days following the failed mediation, each party shall designate such party's own Arbitrator (the "Selection Arbitrator"), and all such Selection Arbitrators so designated shall select and appoint an Arbitrator, and such appointment shall be conclusive and binding upon the parties. If no such arbitrator is appointed within forty-five (45) days, either party may apply to a court having jurisdiction to make such appointment. The prevailing party or parties in the arbitration shall be entitled to recover all their costs and expenses reasonably incurred in connection with the dispute, including but not limited to attorneys fees, expert witness fees, in addition to any other relief to which the arbitrator may award. A judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

(d) Applicable Law. This Operating Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted and enforced in accordance with the laws of the State of New Mexico, notwithstanding any choice of law rules to the contrary.

12.4 COUNTERPARTS. This Agreement may be executed in several counterparts and as executed, shall constitute one Agreement, binding on all the Members, even though all the Members have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the Members, shall be deemed a fully executed instrument for all purposes.

ARTICLE 13
CERTAIN DEFINITIONS

13.1 CAPITAL ACCOUNT. The "Capital Account" of each Member shall consist of its Capital Commitment as set forth on **Exhibit A** (i) increased by any additional capital contributions, its share of Profits and any items in the nature of income or gain that are allocated to it pursuant to this Agreement, and the amount of any LLC liabilities that are assumed by the Member, or that are secured by any LLC property distributed to the Member, and (ii) decreased by the amount of cash and the Adjusted Asset Value of any property distributed to the Member, its share Losses and any items in the nature of expenses or losses that are allocated to it pursuant to this Agreement, and the amount of any of its liabilities that are assumed by the LLC or that are secured by any property contributed by it to the LLC. The foregoing provision and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b)(2)(iv), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Members shall unanimously determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the Members may make such modification.

13.2 PERSON. "Person" means any individual, partnership, corporation, trust, limited liability company, joint venture, association, or other entity.

13.3 ADJUSTED ASSET VALUE. The "Adjusted Asset Value" with respect to any asset shall be the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Adjusted Asset Value of any asset contributed by a Member to the LLC shall be the gross fair market value of such asset at the time of contribution, as determined by the contributing Member and the LLC.

(b) In the discretion of the Manager, the Adjusted Asset Values of all LLC assets may be adjusted to equal their respective gross fair market values, as determined by the Manager, and the resulting unrecognized profit or loss allocated to the Capital Accounts of the Members pursuant to Article 6, as of the following times: (i) the acquisition of an additional interest in the LLC by any new or existing Member in exchange for more than a *de minimis* capital contribution; and (ii) the distribution by the LLC to a Member of more than a *de minimis* amount of LLC assets, unless all Members receive simultaneous distributions of either undivided interests in the distributed property or identical LLC assets in proportion to their interest in the LLC.

(c) The Adjusted Asset Values of all LLC assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, and the resulting unrecognized profit or loss allocated to the Capital Accounts of the Members pursuant to Article 6, as of the following times: (i) the termination of the LLC for federal income tax purposes pursuant to Code Section 708(b)(1)(B); and (ii) the termination of the LLC either by expiration of the LLC's term, if any, or otherwise.

13.4 ADJUSTED CAPITAL ACCOUNT DEFICIT. The term "Adjusted Capital Account Deficit" shall mean, with respect to any Member, 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:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore (pursuant to the terms of such Member's capital contribution commitment under Section 5.3, if any) or is deemed obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

13.5 CODE. The "Code" is the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

13.6 DEPRECIATION. "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 Adjusted Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Adjusted Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Adjusted Asset Value using any reasonable method selected by the Board of Managers.

13.7 LLC MINIMUM GAIN. The term "LLC Minimum Gain" shall have the same meaning as that given to the term "partnership minimum gain" as set forth in Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

13.8 MEMBER LOAN NONRECOURSE DEDUCTIONS. "Member Loan Nonrecourse Deductions" means any LLC deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Sections 1.704-2(i)(1) and (2) of the Regulations.

13.9 NONRECOURSE DEDUCTIONS. "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations. The amount of Nonrecourse Deductions for a fiscal

year of the LLC shall equal the net increase, if any, in the amount of LLC Minimum Gain during that fiscal year, determined according to the provisions of Section 1.704-2(d) of the Regulations.

13.10 PROFITS AND LOSSES. "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 13.10 shall be added to such taxable income or loss;

(b) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 13.10 shall be subtracted from such taxable income or loss;

(c) In the event the Adjusted Asset Value of any LLC asset is adjusted pursuant to Section 13.3 hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of LLC property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Adjusted Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Adjusted Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 13.6 hereof; and

(f) Notwithstanding any other provisions of this Section 13.10, any items which are specially allocated pursuant to Section 6.3 or Section 6.4 hereof shall not be taken into account in computing Profits or Losses.

13.11 SECTION 754 ELECTION. The Manager may, in its discretion, make an election under Section 754 of the Code.

13.12 TREASURY REGULATIONS. "Treasury Regulations" shall mean the Income Tax Regulations promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

13.13 VOTING UNITS. Any use of the term "Voting Units" shall be equivalent to the process determined in Section 3.7 of this Agreement.

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

MEMBERS:

Cannacounsel, LLC, a/b/a Shift Cannabis Co., a Colorado limited liability company

By: _____
Travis Howard its GM
1750 30th Street No. 201
Bou8lder, CO. 80301

Matt Clarke

_____
1322 Paseo de Peralta,
Santa Fe, New Mexico 87501,

Bootstrap Capital, LLC,
a New Mexico limited liability company,

By: _____
James Hayes, Manager
P. O. Box 23922
Santa Fe, New Mexico 87502

_____

EXHIBIT A

SCHEDULE 2 OF MEMBERS

Name / Address	Capital Contribution	Voting Units	Voting Ratio	Ownership Units	Ownership Ratio
Shift Cannabis Co.	$150,000	35.3	35.3%	35.3	35.3%
Matt Clarke	$225,000	52.9	52.9%	52.9	52.9%
Bootstrap Capital LLC	$50,000	11.8	11.8%	11.8	11.8%
Unissued Units		100		100	
TOTAL		200	100%	200	100%

Initials of General Manager _____

RFA G.3 Keyway

SANTA FE COUNTY BUSINESS REGISTRATION APPLICATION

NAME OF BUSINESS: Keyway, Inc. PHONE NO: (505) 310-2278

BUSINESS ADDRESS: 28 Bisbee Court, Santa Fe, N.Mex. 87508

MAILING ADDRESS: Same

NAME OF PRINCIPAL BUSINESS OWNER: Keyway, Inc., a New Mexico Non-For-Profit

HOME OCCUPATION: _____ COMMERCIAL: X

NEW MEXICO GROSS RECEIPTS TAX NUMBER: 03-326273-00-7

DESCRIPTION OR NATURE OF BUSINESS: Nursery - Cultivation, Packaging, Retail and Wholesale Sales

A business registration fee of $35.00 will be assessed at time of approval, and thereafter, before March 15 of each calendar year. A late fee of $10.00 will be assessed on ANY untimely payment. Business Registrations are effective from date of issuance through the end of the calendar year. Thereafter, registrations are effective from January 1 through December 31 of each year.

Karl N. Sommer attorney for Keyway Inc. — SIGNATURE OF APPLICANT

April 30, 2015 — DATE OF APPLICATION

FOR OFFICIAL USE ONLY

LOCATION ID: 980000448 UPC: 1-048-093-361-035

DEVELOPMENT PERMIT NO: 15-4027 BUSINESS REGISTRATION NO: B728

TOWNSHIP 16 RANGE 8 SECTION 25 COMMISSION DISTRICT 5

FEE PAID $35.00 _____ RECEIPT NO. _____ PROCESSED BY Jose E. Larrañaga

FIRE HAZARD POTENTIAL: HIGH _____ MEDIUM _____ LOW X

LAND USE DIRECTOR — DATE 4/30/15

On File — COUNTY FIRE MARSHAL — DATE

TREASURER — DATE 4/30/15

FINANCE — DATE 4/30/15

COMMENTS: Any changes to the structure ie remodel requires a Development Permit from Building and Development Services

RFA G.3 Keyway

COMMERCIAL BUSINESS Registration

Registration No: 13728
Permit No: 15-4027
Permit Type: COMMERCIAL BUSINESS

State of New Mexico, County of Santa Fe

WHEREAS, KEY WAY INC., a resident of 24 BISBEE COURT, SANTA FE, NM 87508 County and State aforesaid, and one of the members of the firm known as KEYWAY INC. has made application for registration as COMMERCIAL BUSINESS ; therefore

Registration Has Been Granted

to the said KEYWAY INC. to carry on said business at 24 BISBEE COURT, SANTA FE, NM 87508 in said County and State for a period of 8 months, commencing on the 30 day of April , 2015 and ending on the 31 day of December , 2015 , under the provisions of the law in such cases made and provided.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Treasurer, at Santa Fe, N.M., this 30 day of April 2015.

SANTA FE COUNTY TREASURER

COUNTY TREASURER PATRICK PATT VARELA SANTA FE COUNTY NEW MEXICO

14859

RFA 6.4 Keyway

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-22-2015

Employer Identification Number:
47-3798231

Form: SS-4

Number of this notice: CP 575 A

KEYWAY INC
KEYWAY
1322 PASEO DE PERALTA
SANTA FE, NM 87501

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-3798231. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 03/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

RFA G.4 Keyway

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is KEYW. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

RFA G.4 SNM

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-28-2015

Employer Identification Number:
47-3852409

Form: SS-4

Number of this notice: CP 575 G

SNM LLC
TRAVIS HOWARD SOLE MBR
PO BOX 8757
SANTA FE, NM 87504

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-3852409. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SNML. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

RFA G.4 Keyway

STATE OF NEW MEXICO
Taxation and Revenue Department
Audit & Compliance Division

Susana Martinez
Governor

Demesia Padilla, CPA
Secretary

KEYWAY, INC.
1322 PASEO DE PERALTA
SANTA FE, NM 87501

April 28, 2015
CRS: 03-320273-00-7
Letter ID: L0059375568

Dear Taxpayer:

This letter is in response to your request for a Letter of Good Standing. A review of Department records for tax programs administered under the Tax Administration Act (TAA) reflects that as of 28-Apr-2015:

- You have no outstanding tax liability on taxes as reported
- You have submitted all required reports

This letter does not constitute a *Certificate of No Tax Due* as provided by the Tax Administration Act (Sections 7-1-1 to 7-1-82 NMSA 1978); Section 7-1-61 NMSA 1978 (Successor in Business); Section 7-1-80 NMSA 1978 (Dissolution or Withdrawal of Corporation); or Section 7-1-82 NMSA 1978 (Transfer, Assignment, Lease or Sale of Liquor License).

If you have any questions, call Annmarie Lucero at (505) 827-0710. Thank you.

Sincerely,

Annmarie Lucero

Lisa Trujillo
Bureau Chief

1200 S St. Francis Drive PO Box 5374 Santa Fe NM 87502-5374 • Phone: (505) 827-0710 • Fax: (505) 827-9876

RFA G.4 SNM

STATE OF NEW MEXICO
Taxation and Revenue Department
Audit & Compliance Division

Susana Martinez
Governor

Demesia Padilla, CPA
Secretary

SNM LLC.
PO BOX 8757
SANTA FE, NM 87504-8757

April 28, 2015
CRS: 03-320274-00-5
Letter ID: L1575673808

Dear Taxpayer:

This letter is in response to your request for a Letter of Good Standing. A review of Department records for tax programs administered under the Tax Administration Act (TAA) reflects that as of 28-Apr-2015:

- You have no outstanding tax liability on taxes as reported
- You have submitted all required reports

This letter does not constitute a *Certificate of No Tax Due* as provided by the Tax Administration Act (Sections 7-1-1 to 7-1-82 NMSA 1978); Section 7-1-61 NMSA 1978 (Successor in Business); Section 7-1-80 NMSA 1978 (Dissolution or Withdrawal of Corporation); or Section 7-1-82 NMSA 1978 (Transfer, Assignment, Lease or Sale of Liquor License).

If you have any questions, call Luis Alvarado at (505) 827-0951. Thank you.

Sincerely,

Ann Marie Lucero

for Lisa Trujillo
Bureau Chief

1200 S St. Francis Drive PO Box 5374 Santa Fe NM 87502-5374 • Phone: (505) 827-0951 • Fax: (505) 827-9876

btL27 v10

RFA G.4 SNM

STATE OF NEW MEXICO
Taxation and Revenue Department

Audit & Compliance Division
Santa Fe District

Susana Martinez
Governor

Demesia Padilla, CPA
Secretary

SNM LLC.
PO BOX 8757
SANTA FE, NM 87504-8757

April 28, 2015
CRS: 03-320274-00-5
Letter ID: L1482588112

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
28-Apr-2015	03-320274-00-5	01-Jul-2015
Business Location: 24 BISBEE CT		Business End Date
City and State: SANTA FE, NM		Zip Code: 87508-1338
Taxpayer Name: SNM LLC.		Taxpayer Type: LLC
Firm Name: SNM LLC.		Filing Frequency: Monthly
Mailing Address: PO BOX 8757		
City and State: SANTA FE, NM		Zip Code: 87504-8757

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By _____

Any inquiries concerning your Idenfication Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
28-Apr-2015	03-320274-00-5	01-Jul-2015
Business Location: 24 BISBEE CT		Business End Date
City and State: SANTA FE, NM		Zip Code: 87508-1338
Taxpayer Name: SNM LLC.		Taxpayer Type: LLC
Firm Name: SNM LLC.		Filing Frequency: Monthly
Mailing Address: PO BOX 8757		
City and State: SANTA FE, NM		Zip Code: 87504-8757

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By _____

Any inquiries concerning your Idenfication Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v23

RFA G.4 Keyway

STATE OF NEW MEXICO
Taxation and Revenue Department

Audit & Compliance Division
Santa Fe District

Susana Martinez
Governor

Demesia Padilla, CPA
Secretary

KEYWAY, INC.
1322 PASEO DE PERALTA
SANTA FE, NM 87501

April 28, 2015
CRS: 03-320273-00-7
Letter ID: L2106195920

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
28-Apr-2015	03-320273-00-7	01-Jul-2015
Business Location: 1322 PASEO DE PERALTA		Business End Date
City and State: SANTA FE, NM		Zip Code: 87501
Taxpayer Name: KEYWAY INC.		Taxpayer Type: Corporation
Firm Name: KEYWAY, INC.		Filing Frequency: Monthly
Mailing Address: 1322 PASEO DE PERALTA		
City and State: SANTA FE, NM		Zip Code: 87501

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By _____

Any inquiries concerning your Idenfication Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
28-Apr-2015	03-320273-00-7	01-Jul-2015
Business Location: 1322 PASEO DE PERALTA		Business End Date
City and State: SANTA FE, NM		Zip Code: 87501
Taxpayer Name: KEYWAY INC.		Taxpayer Type: Corporation
Firm Name: KEYWAY, INC.		Filing Frequency: Monthly
Mailing Address: 1322 PASEO DE PERALTA		
City and State: SANTA FE, NM		Zip Code: 87501

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By _____

Any inquiries concerning your Idenfication Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v23

RFA G.5 SNM

OFFICE OF THE SECRETARY OF STATE
NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

SNM, LLC

5047242

An organization organized under the laws of New Mexico is duly authorized to transact business in New Mexico, as a Domestic Limited Liability Company, under the

Limited Liability Company Act - (53-19-1 To 53-19-74 NMSA 1978)

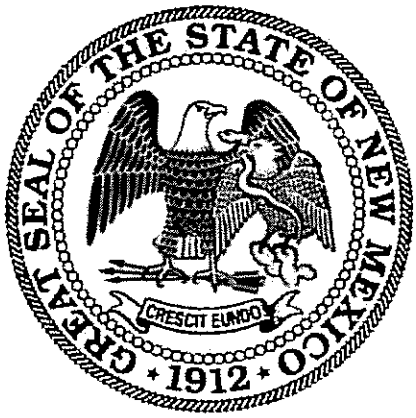
having filed its Articles Of Organization on April 24, 2015 and Certificate Of Organization issued as of said date.

It is further certified that the fees due the Office of the Secretary of State which have been assessed against the above named entity, have been paid to date and is in corporate good standing and duly authorized to transact business as its corporate existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entities financial condition or business activities and practices.

This good standing status expires when existence ceases as provided by law.

Certificate issued on **April 28, 2015**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



Dianna J. Duran
Secretary of State

RFA 4.5 SNM

Login

Office of the Secretary of State

Business Services Division

Home | Lookup Corporations | Paper Forms | e-Filing User Guide | Help

Back to Search

Name SNM, LLC
In New Mexico, DBA
Type Domestic Limited Liability Company
Good Standing Status:

Filing Information

Corp #	5047242
Status	Exempt
Date of Incorporation	Apr-24-2015
State of Incorporation	NM
Fiscal Year Date	
Report Duedate	

Address Information

1. Principal Place Of Business In NM
PO BOX 8757
SANTA FE NM 87504

Agent Information

SOMMER KARNES & ASSOCIATES, LLP
200 WEST MARCY ST. #142
SANTA FE, NM - 87501

Directors Information

NO RECORD(S) FOUND

Officers/Organizer Information

1. Organizer KARL H SOMMER

Instrument History

1. Instrument

Number	5047242
Filing Date	Apr-24-2015
Type	Certificate Of Organization
Text	SNM, LLC

Back to Search

RFA G.5 Keyway

OFFICE OF THE SECRETARY OF STATE
NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

KEYWAY, INC.

5046076

A corporation organized under the laws of New Mexico is duly authorized to transact business in New Mexico, as a Domestic Non Profit Corporation, under the

Nonprofit Corporation Act - (53-8-1 To 53-8-99 NMSA 1978)

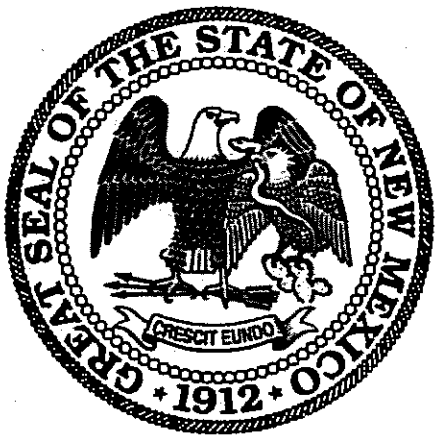
having filed its Articles of Incorporation on April 22, 2015 and Certificate Of Incorporation issued as of said date.

It is further certified that the fees due the Office of the Secretary of State which have been assessed against the above named entity, have been paid to date and is in corporate good standing and duly authorized to transact business as its corporate existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entities financial condition or business activities and practices.

This good standing status expires on May 22, 2015

Certificate issued on **April 28, 2015**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



Dianna J. Duran

Dianna J. Duran
Secretary of State

RFA G-6

KEYWAY BOARD OF DIRECTORS
SANTA FE, NM
AGENDA
April 30, 2015
8:00-8:15 p.m.
Teleconference: Call-in number (712) 775-7031
Then dial Meeting ID code: 981-325-374

I. Attending/Introductions:

Matthew Clarke
Michal Hayes
Michael Vigil
Rollin Oden
Monico Abeyta
Kevin Grannon
Debbie Jescko

II. Report/Announcements
1. Next meeting date [all];
2. Review and approve bylaws [Matt];
3. Review and approve waiver of notice, consent to serve as director, and consent to holding first meeting [Matt];
4. Adopt and approve minutes of the first meeting of the Board of Directors [Matt].

III. Adjournment

RFA G-6

WAIVER OF NOTICE, CONSENT TO SERVE AS DIRECTOR;
AND CONSENT TO HOLDING
OF FIRST MEETING OF BOARD OF DIRECTORS
OF
KEYWAY, INC.,
a New Mexico Nonprofit Corporation

We, the undersigned, acknowledged either by our signature below, or by electronic signature if participating by telephone, hereby accept appointment as Director of Keyway, Inc., a New Mexico Nonprofit Corporation. Being all the directors of Keyway, Inc., we hereby waive notice of the first meeting of the Board of Directors of the corporation and consent to the holding of said meeting at Santa Fe, New Mexico, on April 30, 2015, at 8:00 PM., and consent to the transaction of any and all business by the directors at the meeting, including, without limitation, the adoption of Bylaws, the election of officers and the selection of the place where the corporation's bank account will be maintained.

Dated: 4/30/2015

8:05 pm telephonic
Debbie Jesko

8:05 telephonic
Kevin Grannon

8:05 pm telephonic
Michael Vigil

8:05 telephonic
Matt Clarke

8:05 pm. telephonic
Michal Hayes

8:05 telephonic
Rollin V. Oden

8:05 p.m. telephonic
Monico Abeyta

MINUTES OF FIRST MEETING OF BOARD OF DIRECTORS
OF

RFA G-6

OF
KEYWAY, INC.,
a New Mexico Nonprofit Corporation

The Board of Directors of Keyway, Inc. (the "Corporation") held its first meeting on April 30, 2015 at Santa Fe, New Mexico. Written waiver of notice was signed by all of the directors.

The following directors, were initially appointed in the Articles:

Deborah Jesko
Kevin Grannon

Jason Amestoy
Matt Clarke

Andre Maria Baca
John Watson

Monico Abeyta
Leonard Montoya

Rollin V. Oden

WHEREAS, prior to this first meeting Jason Amestoy, Andre Maria Baca, John Watson and Leonard Montoya were deemed not to satisfy all the requirements of a Board Member for the Corporation and resigned. The remaining directors, constituting a quorum of the full board, were present in person, or telephonically, at the meeting:

Deborah Jesko (Debbie Jesko)
Kevin Grannon
Matt Clarke

Monico Abeyta

Rollin V. Oden

Those also present in person or telephonically, were:
Michael Vigil
Michal Hayes

There were absent due to their resignation were :
Jason Amestoy
Andre Maria Baca
John Watson
Leonard Montoya

On motion and by unanimous vote, Matt Clarke was elected temporary Chairperson and then presided over the meeting. Michal Hayes was elected temporary Secretary of the meeting.

The Chairperson announced that the meeting was held pursuant to written waiver of notice signed by each of the directors. Upon a motion duly made, seconded and

unanimously carried, the waiver was made a part of the records of the meeting; it now precedes the minutes of this meeting in the Corporate Records Book.

There were then presented to the meeting the following resolutions, each of which were considered and discussed and, on motion duly made and seconded, unanimously approved:

INCORPORATION

WHEREAS, the original articles of incorporation of the Corporation were filed in the office of the New Mexico Secretary of State on the 22nd day of April, 2015, and

WHEREAS, the Incorporator of the Corporation, Tracy Sanders, has appointed the undersigned as the initial directors,

NOW, THEREFORE, BE IT RESOLVED, that all actions heretofore taken on behalf of the Corporation by the Incorporator be, and they hereby are, ratified and affirmed; and

RESOLVED FURTHER, that a certified copy of the articles of incorporation be inserted by the Secretary of the Corporation in the minute book of the Corporation and kept at the principal office for the transaction of business of the Corporation.

AGENT FOR SERVICE OF PROCESS

RESOLVED, that Sanders Law, PC, named as the initial agent for service of process in the Articles of Incorporation of the Corporation is named as the Corporation's agent for service of process.

ADOPTION OF BYLAWS

WHEREAS, it is deemed to be in the best interest of the Corporation that bylaws be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the form of Bylaws attached hereto as Exhibit A be, and they hereby are, adopted as the Bylaws of the Corporation;

RESOLVED FURTHER, that the Secretary of the Corporation be, and hereby is, authorized and directed to execute a certificate as to the adoption of the Bylaws by these resolutions, to affix such certificate immediately following the last page thereof and to cause said Bylaws, together with such certificate, to be placed in the minute book of the Corporation; and

RESOLVED FURTHER, that the Secretary of the Corporation be, and hereby is, authorized and directed to cause a true and complete copy of said Bylaws, as amended from time to time, as now or hereafter in effect, similarly certified, to be kept at the principal office of the Corporation in New Mexico.

CHANGES TO THE BOARD OF DIRECTORS

WHEREAS, the Directors deemed it in the best interest of the Company to have the number of Directors serving on the Board of Directors changed from the initial nine

Directors in the Articles of Incorporation to a Board of Seven;

WHEREAS, to fill the two vacancies on the Board of seven, the Directors deemed it in the best interest of the Corporation to elect two additional members to the Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors for the Corporation shall be set at seven members;

RESOLVED, FURTHER, that the following persons are hereby elected to fill the two vacancies on the Board:

Michael Vigil

Michal Hayes

ELECTION OF OFFICERS

The following persons are hereby elected to the following offices until such persons resign or are terminated or replace by a duly authorized action of the Board:

Executive Director, President:	Matt Clarke
Secretary:	Michal Hayes

PAYMENT OF INCORPORATION EXPENSES

RESOLVED, that each of the officers of the Corporation is authorized and directed to cause the Corporation to pay the expenses of its incorporation and organization.

ESTABLISHMENT OF BANK ACCOUNTS

RESOLVED, that any two officers of the Corporation, acting together, are authorized to:

(a) Designate one or more banks, trust companies or other similar institutions as a depository of the funds, including, without limitation, cash and cash equivalents, of the Corporation;

(b) Open, keep, and close general and special bank accounts, including general deposit accounts, payroll accounts, and working fund accounts, with any such depository;

(c) Cause to be deposited in accounts with any such depository, such

funds, including, without limitation, cash and cash equivalents, of the Corporation as such officers deem necessary or advisable, and to designate or change the designation of the officer or officers and agent or agents of the Corporation who will be authorized to make such deposits and to endorse checks, drafts, or other instruments for such deposits;

(d) From time to time designate or change the designation of the officer or officers and agent or agents of the Corporation who will be authorized to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Corporation against any funds deposited in any of such accounts, and to revoke any such designation;

(e) Authorize the use of facsimile signatures for the signing or countersigning of checks, drafts, or other orders for the payment of money, and to enter into such agreements as banks and trust companies customarily require as a condition for permitting the use of facsimile signatures;

(f) Make such general and special rules and regulations with respect to such accounts as they may deem necessary or advisable; and

(g) Complete, execute and/or certify any customary printed bank signature card forms to exercise the authority granted by this resolution.

RESOLVED FURTHER, that any form resolutions required by any such depository, which relate to the establishment of such accounts and the authorization of signatories with respect thereto and substantially incorporate the authorizations contained in these resolutions, are adopted and approved; and

RESOLVED FURTHER, that any such depository is entitled to rely on these resolutions, if they are certified by an officer of the Corporation, for all purposes until it shall have received written notice of the revocation or amendment of these resolutions by the Board.

FILINGS WITH STATE

RESOLVED, that the officers of the Corporation are authorized and directed to make periodic filings as required by the State of New Mexico in the manner required by nonprofit corporations.

PRINCIPAL OFFICE

RESOLVED, that the principal office for the transaction of business of the corporation shall be at 1322 Paseo de Peralta, in Santa Fe, New Mexico, and the principal location for the operations of the corporation shall be at 24 Bisbee Court, Santa Fe, New Mexico.

ADOPTION OF ACCOUNTING YEAR

WHEREAS, the adoption of an accounting year for the Corporation is

deemed advisable.

NOW, THEREFORE, BE IT RESOLVED, that the first accounting year of the Corporation be, and it hereby is, fixed from the date of incorporation to December 31, 2015, and thereafter the accounting year of the Corporation is to end on December of each year.

EMPLOYER IDENTIFICATION APPLICATION

WHEREAS, Matt Clarke, trough counsel, applied for and obtained employer identification number 47-3798231 from the Internal Revenue Service ("IRS");

WHEREAS, the officers of the Corporation may need to apply for other identification numbers, permits or licenses required by law or deemed necessary or advisable.

NOW, THEREFORE, BE IT RESOLVED, that any actions taken prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred are hereby ratified, confirmed and approved as the acts and deeds of this Corporation.;

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized, directed and empowered to prepare and file, or cause to be prepared and filed, appropriate applications to obtain any other identification numbers required from the IRS, the State of New Mexico, and any other identification numbers, permits or licenses required by law or deemed necessary or advisable for the conduct of the business of the Corporation; and

RESOLVED FURTHER, that such specific resolutions as may be required to have been adopted by the Board in connection with any of the actions authorized or permitted by the foregoing resolutions by any of the jurisdictions in which such actions are taken or applications filed be and the same hereby are adopted, and the Secretary or Assistant Secretary of the Corporation is hereby authorized to certify as to the adoption of any and all such resolutions.

OTHER FILINGS

RESOLVED, that each of the officers of the Corporation is authorized and directed to make such filings and applications, including, without limitation, all filings required to obtain a Producer License under the Lynn and Erin Compassionate Use Act, NMSA , §§ 26-2B-1 et. Seq., and to execute and deliver such documents and instruments and to do such acts and things as such officer deems necessary in order to obtain any licenses, authorizations and permits as are necessary or desirable for the Corporation's business, to fulfill such legal requirements as are applicable to the Corporation or its business or to complete the organization of the Corporation.

APPROVAL OF BORROWING

WHEREAS, the Board deems it desirable and in the best interest of the Corporation to borrow $325,000 from SNM, LLC (the "Loan").

NOW, THEREFORE, BE IT RESOLVED; that upon receipt of the award of a license to become a Licensed Producer of medical cannabis in New Mexico by the

RFA G-6

New Mexico Department of Health, the Corporation shall borrow $325,000 from SNM, LLC; that the annual interest rate of the loan shall be 15%; that payment shall start to be paid on the loan in January 2016, that the Loan shall be due and payable in full over the course of 48 months; and that the Loan shall be evidenced by a Loan Agreement (the "Loan Agreement") and promissory note.

RESOLVED FURTHER, that each of the officers of the Corporation is authorized, directed and empowered to execute, for and on behalf of this Corporation and in its name, any and all documents required in connection with the Loan, including, but not limited to, the Loan Agreement, promissory note, with any changes deemed necessary by the person executing the same, such approval to be conclusively evidenced by the execution and delivery thereof.

RESOLVED FURTHER, that the officers of the Corporation are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purpose of the foregoing resolutions.

RESOLVED FURTHER, than any actions taken by such officers prior to the date of the foregoing resolutions adopted here that are within the authority conferred are ratified, confirmed and approved as the acts and deeds of this Corporation.

RATIFICATION

RESOLVED, that any and all acts taken and any and all agreements or other instruments executed on behalf of the Corporation by any officer or officers of the Corporation prior to the execution hereof with regard to any of the transactions or agreements authorized or approved by any or all of the foregoing resolutions are ratified, confirmed, adopted and approved.

GENERAL

RESOLVED FURTHER, that the officers of the Corporation be, and hereby are, authorized and directed to execute all documents and to take such action as they may deem necessary or advisable in order to carry out the purposes of these resolutions.

There being no further business to come before the meeting, on motion duly made and seconded, the meeting was adjourned.

Dated: April 30, 2015

Michal Hayes, Secretary

Exhibit A: Bylaws

Exhibit B: Loan Agreement and Promissory Note

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EXHIBIT A

[ATTACH BYLAWS]

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New Mexico
Secretary of State
Corporations Bureau
325 Don Gaspar, Suite 300 · Santa Fe, NM 87501
(800) 477-3632 · www.sos.state.nm.us

Corporation Report Confirmation

Entity ID: 5046076

Corporation Name: KEYWAY, INC.

Report Period: 12/31/2015

Transaction Type: Regular Report

Transaction Date: 4/29/2015 10:37:21 AM

Transaction Amount: $10.51

Address

Type	Address	City	State	Country	Zip
Corp Mailing Address	1322 PASEO DE PERALTA	SANTA FE	NM	US	87501
Principal Place of Business in NM	1322 PASEO DE PERALTA	SANTA FE	NM	US	87501

Agents

Agent Name	Address	City	State	Country	Zip
SANDERS LAW PC	320 PASEO DE PERALTA	SANTA FE	NM	US	87501

Directors

Director Name	Address	City	State	Country	Zip
DEBBIE JESKO R.N.	[redacted]				
KEVIN GRANNON [redacted]					
MICHAEL VIGIL Esq.					
MATT CLARKE Esq.					
MONICO ABEYTA [redacted]					
ROLLIN V ODEN M.D.					
MICHAL HAYS [redacted]					

Officers

Designation	Name	Address	City	State	Country	Zip
Incorporator	TRACY T SANDERS	[redacted]				
Chief Executive	MATT CLARKE					

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Character of affairs: COMPLIMENTARY AND ALTERNATIVE MEDICINE

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Board of Directors

Matt Cantou Clarke
Executive Director

Rollin Vaughn Oden MD
Medical Advisor Board Member

Debbie Jo Jesko RN
Medical Advisor Board Member

Honorable Michael Eugene Vigil (Retired)
Board Member

Kevin Ray Grannon
Board Member [redacted]

Monico Robert Abeyta
Board Member [redacted]

Michael Mokryn Hayes
Board Member [redacted]

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Shift NEW MEXICO

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made between **Keyway, Inc.**, a New Mexico corporation, (hereinafter collectively "Keyway" or "Company"), and **SNM, LLC**, a New Mexico limited liability company (hereinafter "SNM" or "Consultant"). When signed by both parties, this Agreement will set forth the terms and conditions under which SNM agrees to provide certain services to Keyway as set forth herein.

WHEREAS, Keyway is interested in the business of producing and selling medical cannabis in the State of New Mexico;

WHEREAS, SNM and its Members are a company composed of cannabis experts, farmers, and businessmen and offers professional consulting services for cannabis businesses of all types; and

WHEREAS, Keyway and SNM desire to enter into this Agreement to provide the terms and conditions upon which Keyway may engage SNM from time-to-time to provide services for individual studies or projects by executing individual Work Orders (as defined below) specifying the details of the services and the related terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained below, the parties agree as follows:

1. Scope of the Agreement; Work Orders; Nature of Services.

(a) Scope of Agreement. As a "master" form of contract, this Agreement allows the parties to contract for multiple projects through the issuance of multiple Work Orders (as discussed in Section 1(b) below), without having to re-negotiate the basic terms and conditions contained herein. This Agreement covers the provision of services by SNM and, accordingly, this Agreement represents a vehicle by which Keyway can efficiently contract with SNM and its corporate affiliates for a broad range of services.

(b) Work Orders. The specific details of each project under this Agreement (each "Project") shall be separately negotiated and specified in writing on terms and in a form acceptable to the parties (each such writing, a "Work Order"). A sample Work Order is attached hereto as Exhibit A. Each Work Order will include, as appropriate, the scope of work, time line, and budget and payment schedule. Each Work Order shall be subject to all of the terms and conditions of this Agreement, in addition to the specific details set forth in the Work Order. To the extent any terms or provisions of a Work Order conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the applicable Work Order expressly and specifically states an intent to supersede the Agreement on a specific matter. All Work Orders and other exhibits hereto shall be deemed to be incorporated herein by reference.

(c) Nature of Services. The services covered by this Agreement may include strategic planning, expert consultation, clinical trial services, statistical programming and analysis, data processing, data management, regulatory, clerical, project management, central laboratory services, preclinical services, pharmaceutical sciences services, medical device services, and other research and

development services requested by Keyway and agreed to by SNM as set forth in the relevant Work Order (collectively, the "Services").

2. Payment of Fees and Expenses. Keyway will pay SNM for fees, expenses and pass-through costs in accordance with the budget and payment schedule contained in each Work Order. Unless otherwise agreed in a particular Work Order, the following shall apply: (a) SNM will invoice Keyway monthly for the fees, expenses and pass-through costs incurred in performing the Services; and, (b) Keyway shall pay each invoice within fifteen (15) days of the date of the invoice. If any portion of an invoice is disputed, then the parties shall use good faith efforts to reconcile the disputed amount as soon as practicable.

3. Term. This Agreement shall commence on the date it has been signed by all parties and shall continue for a period of five (5) years from the date of execution, or until terminated by either party in accordance with Section 11 below. The Agreement will automatically renew for a five (5) year period, unless SNM notifies Keyway in writing at least thirty (30) days prior to the renewal date that it does not want to renew the Agreement. The Agreement will automatically renew each year thereafter for a period of one year, unless either party notifies the other party in writing at least thirty (30) days prior to the renewal date that it does not want to renew the Agreement.

4. Change Orders. Any change in the details of a Work Order shall require a written amendment to the Work Order (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, time line or other matter. The Change Order will become effective upon the execution of the Change Order by both parties. Keyway shall file such amendment where appropriate, or as required by law or regulation.

5. Confidentiality.

(a) It is understood that during the course of this Agreement, SNM and its employees may be exposed to data and information that are confidential and proprietary to Keyway. All such data and information (hereinafter "Keyway Confidential Information") written or verbal, tangible or intangible, made available, disclosed, or otherwise made known to SNM and its employees as a result of Services under this Agreement shall be considered confidential and shall be considered the sole property of Keyway. All information regarding SNM's operations, methods, and pricing and all SNM's Property (as defined in Section 7(b) below), disclosed by SNM to Keyway in connection with this Agreement is proprietary, confidential information belonging to SNM (the "SNM Confidential Information", and together with the Keyway Confidential Information, the "Confidential Information"). The Confidential Information shall be used by the receiving party and its employees only for purposes of performing the receiving party's obligations hereunder. Each party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the other party to any third party without the prior written consent of the disclosing party. Each party agrees that it will not disclose the terms of this Agreement or any Work Order to any third party without the written consent of the other party, which shall not unreasonably be withheld. Notwithstanding the foregoing, this contract may be disclosed by Keyway to the New Mexico Department of Health or other state agency as necessary in its application process to become a licensed producer of medical marijuana, or to maintain such license following its award. These obligations of confidentiality and nondisclosure shall remain in effect for a period of five (5) years after the completion or termination of the applicable Work Order.

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(b) The foregoing obligations shall not apply to Confidential Information to the extent that it: (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party; (b) becomes available to the receiving party on a non-confidential basis from a source which is not prohibited from disclosing such information; (c) was developed independently of any disclosure by the disclosing party or was known to the receiving party prior to its receipt from the disclosing party, as shown by contemporaneous written evidence; or, (d) is required by law or regulation to be disclosed.

6. Maintenance of Records. SNM agrees to keep and maintain adequate and current written records of all Services performed under the Agreement ("Records"). The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. Keyway shall have access to view or utilize any and all of these records while the Agreement remains in effect.

7. Ownership and Licenses.

(a) All data and information (the "Data") generated or derived by SNM as the result of services performed by SNM under this Agreement shall be and remain the exclusive property of SNM. Any discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable that may evolve from the Data, the Records or as the result of services performed by SNM under this Agreement (the "Inventions") shall belong to SNM. ***SNM hereby grants a non-exclusive license to Keyway to practice the Inventions for internal purposes.***

(b) Notwithstanding the foregoing, Keyway acknowledges that SNM possesses certain inventions, processes, know-how, trade secrets, improvements, other intellectual properties and other assets, including but not limited to analytical methods, procedures and techniques, procedure manuals, personnel data, financial information, computer technical expertise and software, which have been independently developed by SNM and which relate to its business or operations (collectively "SNM Property"). Keyway and SNM agree that any SNM Property that is used during the term of this Agreement are the sole and exclusive property of SNM.

8. Independent Contractor Relationship. For the purposes of this Agreement, the parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturers. Neither party shall have the power or right to bind or obligate the other party, and neither party shall hold itself out as having such authority.. In the event that any of the Work Orders being performed by SNM under this Agreement require the consent or approval of Keyway, Keyway agrees to reasonably cooperate so that SNM may perform its services as set forth in such Work Order, including agreeing to bind Keyway to contracts that are necessary to enable SNM to conduct business with third parties.

9. Compliance; Inspections.

(a) SNM agrees that its Services will be conducted in compliance with all applicable laws, rules and regulations to, SNM's standard operating procedures will be used in performance of the Services, unless otherwise specifically stated in the Work Order. SNM certifies that SNM is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services. SNM shall use SNM's best efforts to perform the Services such that the results are satisfactory to Keyway.

(b) During the term of this Agreement, SNM will permit Keyway's representatives (unless such representatives are competitors of SNM) to examine or audit the work performed hereunder and the facilities at which the work is conducted upon reasonable advance notice during regular business hours to determine that the Project assignment is being conducted in accordance with the agreed task and that the facilities are adequate.

10. Conflict of Agreements. SNM represents to Keyway that it is not a party to any agreement which would prevent it from fulfilling its obligations under this Agreement and that during the term of this Agreement, SNM agrees that it will not enter into any agreement to provide services which would in any way prevent it from providing the Services contemplated under this Agreement.

11. Termination.

(a) SNM may terminate this Agreement or any Work Order for material breach upon thirty (30) days' written notice specifying the nature of the breach, if such breach has not been substantially cured within the thirty (30) day period. During the 30-day cure period for termination due to breach, each party will continue to perform its obligations under the Agreement. If the cure period has expired without a substantial cure of the breach, then the parties shall promptly meet to prepare a close-out schedule, and SNM shall cease performing all work not necessary for the orderly close-out of the Services or required by laws or regulations.

(b) Keyway may terminate this Agreement or any Work Order for material breach upon thirty (30) days' written notice specifying the nature of the breach, if such breach has not been substantially cured within the thirty (30) day period. During the 30-day cure period for termination due to breach, each party will continue to perform its obligations under the Agreement. If the cure period has expired without a substantial cure of the breach, then the parties shall promptly meet to prepare a close-out schedule. Additionally, Keyway may terminate this Agreement or any Work Order in the event that this Agreement or any Work Order shall actually and legally cause the loss of Keyway's license to be a producer of medical marijuana in the State of New Mexico.

(c) If this Agreement or Work Order is terminated, Keyway shall pay SNM for all Services performed in accordance with this Agreement and any applicable Work Order and reimburse SNM for all costs and expenses incurred in performing those Services, including all non-cancelable costs incurred prior to termination but paid after the termination date. Keyway shall pay for all the work actually performed in accordance with this Agreement and the applicable Work Order, even if the parties' original payment schedule spreads-out payments for certain services or defers payments for certain services. If payments are unit or milestone based, and the Agreement or a Work Order is terminated after costs have been incurred toward achieving portions of one or more incomplete units or milestones, Keyway will pay SNM's standard fees ($200/hour) for actual work performed toward those incomplete units or milestones up to the date of termination, in addition to paying for completed units or milestones. Keyway shall pay for all actual costs, including time spent by SNM personnel (which shall be billed at SNM's standard daily rates in effect as of the date of the termination notice), incurred to complete activities associated with the termination and close-out of affected Projects, including the fulfillment of any regulatory requirements.

12. Relationship with Affiliates. Keyway agrees that SNM may use the Services of its affiliates to fulfill SNM's obligations under this Agreement and any Work Order so long as it complies with all applicable local and state laws regarding the matter. Any affiliate so used shall be subject to all

of the terms and conditions applicable to SNM under this Agreement or any Work Order, and entitled to all rights and protections afforded SNM under this Agreement and any Work Order. SNM agrees that Keyway's affiliates may use the services of SNM (and its affiliates) under this Agreement. In such event, such Keyway's affiliates shall be bound by all the terms and conditions of this Agreement and any Work Order and entitled to all rights and protections afforded Keyway under this Agreement and any Work Order. Any such affiliate of Keyway or SNM may execute a Work Order directly.

13. Notices and Deliveries. Any notice required or permitted to be given hereunder by either party hereunder shall be in writing and shall be deemed given on the date received if delivered personally or by a reputable overnight delivery service, or three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses:

In the case of SNM, to:

CannaCounsel, LLC
1750 30th St. #201
Boulder, CO 80301

Or in the case of Keyway to:

Keyway
1322 Paseo de Peralta
Santa Fe, NM 87501
Attention: Matt Clarke

With a copy to:
Sanders Law, PC
320 Paseo de Peralta
Suite B
Santa Fe, NM 87501

14. Binding Agreement and Assignment. This Agreement shall be binding upon and inure to the benefit of Keyway and SNM and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations under this Agreement to any party without the express, written consent of the other party.

15. Choice of Law, Waiver and Enforceability. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of New Mexico, exclusive of its conflicts of law provisions. The failure to enforce any right or provision herein shall not constitute a waiver of that right or provision. Any waiver of a breach of a provision shall not constitute a waiver of any subsequent breach of that provision. If any provisions herein are found to be unenforceable on the grounds that they are overly broad or in conflict with applicable laws, it is the intent of the parties that such provisions be replaced, reformed or narrowed so that their original business purpose can be accomplished to the extent permitted by law, and that the remaining provisions shall not in any way be affected or impaired thereby.

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16. Survival. The rights and obligations of Keyway and SNM, which by intent or meaning have validity beyond such termination (including, but not limited to, rights with respect to inventions, confidentiality, discoveries and improvements, indemnification and liability limitations) shall survive the termination of this Agreement or any Work Order.

17. Arbitration. This Agreement shall be construed in accordance with and governed by the laws of the State of New Mexico. The parties agree to arbitrate any dispute that may arise between them, and agree to mutually choose a single, local competent arbitrator acceptable to both parties. The parties shall select an arbitrator within fifteen days of the demand for arbitration. Arbitration shall conducted in accordance with the provisions of the New Mexico Uniform Arbitration Act. The arbitration shall be commenced within ninety (90) days of the selection of an arbitrator. Judgment on the award rendered by the arbitrator shall be binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be filed and conducted in Santa Fe, New Mexico.

18. Entire Agreement, Headings and Modification. This Agreement, together with the applicable Work Orders, contains the entire understandings of the parties with respect to the subject matter herein, and supersedes all previous agreements (oral and written), negotiations and discussions. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof. Any modifications to the provisions herein must be in writing and signed by the parties.

****

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto through their duly authorized officers on the date(s) set forth below.

SNM, LLC using the mark Shift New Mexico

By: _____
(Signature)

Name: Travis Howard
Title: General Manager
Date: 4/30/15

Keyway, Inc.:

By: _____
Matt Clarke, Executive Director

Date: 4/30/15

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EXHIBIT A - SAMPLE WORK ORDER

WORK ORDER

This Work Order ("Work Order") is between ("Keyway") and ("SNM") and relates to the Master Services Agreement dated 4/30/15 (the "Master Agreement"), which is incorporated by reference herein. Pursuant to the Master Agreement, SNM has agreed to perform certain services in accordance with written work orders, such as this one, entered into from time-to-time.

The parties hereby agree as follows:

1. Work Order. This document constitutes a "Work Order" under the Master Agreement and this Work Order and the services contemplated herein are subject to the terms and provisions of the Master Agreement.

2. Services and Payment of Fees and Expenses. The specific services contemplated by this Work Order (the "Services") and the related payment terms and obligations are set forth below:

(a) Scope of Work

(b) Project Budget

(c) Timeline

(d) Payment Schedule

3. Term. The term of this Work Order shall commence on the date of execution and shall continue until the services described in Attachment 1 are completed, unless this Work Order is terminated in accordance with the Master Agreement. If the Master Agreement is terminated or expires, but this Work Order is not terminated or completed, then the terms of the Master Agreement shall continue to apply to this Work Order until the Work Order is either terminated or completed.

4. Affiliates and Subcontractors. Keyway agrees that SNM may use the services of its corporate affiliates to fulfill SNM's obligations under this Work Order. Any such affiliates shall be bound by all the terms and conditions of, and be entitled to all rights and protections afforded under, the Master Agreement and this Work Order. Any subcontractors or consultants (other than SNM' affiliates) that will be used by SNM in performing the Services are listed below:

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[Insert names of any subcontractors or consultants, other than SNM's affiliates, that will be used]

5. Amendments. No modification, amendment, or waiver of this Work Order shall be effective unless in writing and duly executed and delivered by each party to the other.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

SNM, LLC

By:_____
(Signature)

Name:_____
Title:_____
Date:_____

Keyway, Inc.

By:_____
(Signature)

Name:_____
Title:_____
Date:_____

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EXHIBIT A - SAMPLE WORK ORDER

WORK ORDER

This Work Order ("Work Order") is between ("Keyway") and ("SNM") and relates to the Master Services Agreement dated 4/30/15 (the "Master Agreement"), which is incorporated by reference herein. Pursuant to the Master Agreement, SNM has agreed to perform certain services in accordance with written work orders, such as this one, entered into from time-to-time.

The parties hereby agree as follows:

1. Work Order. This document constitutes a "Work Order" under the Master Agreement and this Work Order and the services contemplated herein are subject to the terms and provisions of the Master Agreement.

2. Services and Payment of Fees and Expenses. The specific services contemplated by this Work Order (the "Services") and the related payment terms and obligations are set forth below:

(a) Scope of Work

(b) Project Budget

(c) Timeline

(d) Payment Schedule

3. Term. The term of this Work Order shall commence on the date of execution and shall continue until the services described in Attachment 1 are completed, unless this Work Order is terminated in accordance with the Master Agreement. If the Master Agreement is terminated or expires, but this Work Order is not terminated or completed, then the terms of the Master Agreement shall continue to apply to this Work Order until the Work Order is either terminated or completed.

4. Affiliates and Subcontractors. Keyway agrees that SNM may use the services of its corporate affiliates to fulfill SNM's obligations under this Work Order. Any such affiliates shall be bound by all the terms and conditions of, and be entitled to all rights and protections afforded under, the Master Agreement and this Work Order. Any subcontractors or consultants (other than SNM' affiliates) that will be used by SNM in performing the Services are listed below:

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[Insert names of any subcontractors or consultants, other than SNM's affiliates, that will be used]

5. Amendments. No modification, amendment, or waiver of this Work Order shall be effective unless in writing and duly executed and delivered by each party to the other.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

SNM, LLC

By:_____
(Signature)

Name:_____
Title:_____
Date:_____

Keyway, Inc.

By:_____
(Signature)

Name:_____
Title:_____
Date:_____

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WORK ORDER 1

This Work Order ("Work Order") is between ("Keyway") and ("SNM") and relates to the Master Services Agreement dated 4/30/15 (the "Master Agreement"), which is incorporated by reference herein. Pursuant to the Master Agreement, SNM has agreed to perform certain services in accordance with written work orders, such as this one, entered into from time-to-time.

The parties hereby agree as follows:

1. Work Order. This document constitutes a "Work Order" under the Master Agreement and this Work Order and the services contemplated herein are subject to the terms and provisions of the Master Agreement.

2. Services and Payment of Fees and Expenses. This Work Order is intended to create a relationship whereby SNM becomes the management company for Keyway operations. Keyway will retain its Secretary and Executive Director responsible for paying the bills directly incurred by Keyway such as Rent, Insurance, Utilities, Taxes, Fees, Licensing, Dispensary supplies and packaging and other such expenditures required to be made directly from a Keyway bank account. SNM shall be responsible for garden and trimming/harvesting supplies, all employed staff (excepting the Secretary and Executive Director of Keyway), workers compensation, payroll and payroll taxes and other such necessary and required expenditures able to be purchased by SNM on behalf of Keyway. Keyway shall NOT have to reimburse SNM for these specified expenses. The specific services contemplated by this Work Order (the "Services") and the related payment terms and obligations are set forth below:

Phase 1 – Evaluation of current production facility from top to bottom. This will include the physical build-out of the flower and vegetative rooms, the strain makeup of current inventory, disease and pest identification, medium and nutrient choices, and operational workflow.

Phase 2 – Implementation and oversight for construction process and design build. We will assist in making sure the output matches the input and help value-engineer any required changes during the construction process. The completion of this phase will be marked by having a ready to operate facility in total (garden and dispensary).

Phase 3 – Provide new internal staff (to include hiring and training on site). It will include implementation of garden plan with deliverables for staff training and workflow, as well as a plan for supply chain management. This phase will have a concomitant effort targeted at the dispensary staff to ensure the patients have a clear understanding of all the beneficial practices implemented as well as a full understanding of the genetics and their benefits. This is the implementation phase and will follow the SNM/Shift standard operating procedures and guidelines for both the garden and the dispensary.

Phase 4 (A) – Maintenance of the garden processes, health and integrated pest/pathogen management (IPM), additional live plant staff training, genetic selection and potentially breeding. Oversight of garden staff (onsite staff) to ensure processes are being followed and institute corrective actions as any issues arise. We will continue to bring any newly acquired intellectual property (nutrients, mechanical, lights, etc) from our own facilities as well as other clients outside of New Mexico. This phase will also include any PR and marketing desired by Keyway in as much as SNM or its General Manager, Shift Cannabis Co. has an opportunity to speak publicly and nationally about its practices and the clients that have implemented them successfully.

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Phase 4 (B) – Maintenance of the dispensary processes, patient education, staff training, and security oversight. Oversights of retail manager (onsite staff) and wholesale staff to ensure processes are being followed and institute corrective actions as any issues arise. We will continue to bring any newly acquired intellectual property (education, science, charts, etc) from our own facilities as well as other clients outside of New Mexico. This phase will also include any educational services, PR and marketing desired by Keyway in as much as SNM and Shift Cannabis Co. have an opportunity to speak publicly and nationally about its practices and the clients that have implemented them successfully.

(a) Project Budget & Fees – The fees for this Work Order are tiered based upon performance goals and metrics clearly defined. The nature of the payment structure is monthly installments over the life of the contract. The production average shall be calculated on a quarterly basis following the calendar year and the past quarters average shall be the guide for the following quarters fee structure below.

(i) **Averaging 2.9 lbs per light or above** – Step up schedule and then final amount continuing on for life of contract:

Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17
$50,000.00	$75,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$110,000.00	$110,000.00	$110,000.00	$110,000.00	$110,000.00	$110,000.00	$125,000.00	$125,000.00	$125,000.00	$150,000.00

(ii) **Averaging 2.4-2.9 lbs per light** – Step up schedule and then final amount continuing for life of contract:

Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$50,000.00	$75,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$125,000.00

(iii) **Averaging 2.3 lbs per light or less** – Step up schedule and then final amount continuing for life of contract

Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17
$50,000.00	$50,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$85,000.00	$85,000.00	$85,000.00	$90,000.00	$90,000.00	$90,000.00	$90,000.00	$95,000.00

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(b) Limits on Payments, Adjustments - Notwithstanding anything in this agreement to the contrary, any payments made from Keyway to SNM are solely dependent upon Keyway's revenues. The parties agree in good faith to make adjustments to the Project Budget & Fees set forth in paragraph (a) so that all payments to SNM are paid from revenues, and that Keyway will not be required to raise additional capital or borrow money to make any payments to SNM under this Agreement. In the event the revenues are lower than projected as a result of any issue, whatsoever, with lower supply or lower demand than projected during any period, then payments to SNM, if any, for such period, shall be determined in good faith by both parties, after taking into account all of Keyway's current and upcoming obligations, and anticipated changes in production and supply going forward.

(c) Timeline – The responsibilities contained herein for Keyway and SNM are to go into effect immediately upon Keyway receiving a license to operate from the New Mexico Department of Health.

(d) Payment Schedule – The payment schedule is defined above in 4(B)(a) and relevant subsections. Payments shall be due by the 5th of each month.

3. Term. The term of this Work Order shall commence on the date of execution and shall continue until the Master Services Agreement expires or is terminated, unless this Work Order is terminated in accordance with the Master Agreement. If the Master Agreement is terminated or expires, but this Work Order is not terminated or completed, then the terms of the Master Agreement shall continue to apply to this Work Order until the Work Order is either terminated or completed.

4. Affiliates and Subcontractors. Keyway agrees that SNM may use the services of its corporate affiliates to fulfill SNM's obligations under this Work Order. Any such affiliates shall be bound by all the terms and conditions of, and be entitled to all rights and protections afforded under, the Master Agreement and this Work Order. Any subcontractors or consultants (other than SNM' affiliates) that will be used by SNM in performing the Services shall be approved by the MCP of New Mexico Department of Health.

5. Amendments. No modification, amendment, or waiver of this Work Order shall be effective unless in writing and duly executed and delivered by each party to the other.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

SNM, LLC

By: _____
(Signature)

Name: Travis Hans
Title: GM
Date: 4/30/15

Keyway, Inc

By: _____
(Signature)

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Shift NEW MEXICO

Name: Matt Clark
Title: Exec Dir Keyway
Date: 4/30/15

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Trademark License Agreement

This Agreement is made as of the 30 day of April, 2015 by and between CannaCounsel, LLC dba Shift Cannabis Co. a Colorado limited liability company with an address of 1750 30th St #201 Boulder, Colorado (hereinafter "Licensor") and **SNM, LLC**, a New Mexico limited liability company and **Keyway, Inc.**, a New Mexico nonprofit corporation, hereinafter Keyway and SNM are collectively referred to as "Licensee").

WHEREAS, Licensor is the owner of certain Trademarks as defined herein; and

WHEREAS, the Trademarks are unique and valuable and have acquired and established an outstanding reputation and goodwill; and

WHEREAS, Licensee recognizes the great value and goodwill associated with the Trademarks and that all rights associated with the Trademarks and the associated goodwill belong exclusively to the Licensor;

WHEREAS, Licensee desires to obtain a license to use the Trademark as set forth herein; and

WHEREAS, Licensor has agreed to grant to Licensee such license under and subject to the terms and conditions set forth herein.

NOW THEREFORE, the Parties hereto, in consideration of the mutual agreements and promises contained herein, and of other good and valuable consideration, do hereby agree as follows:

1. **Grant of rights**. Subject to the terms and provisions contained herein Licensor grants to Licensee a nonexclusive license during the Term, as defined herein, to use the registered Trademarks owned by the Licensor as more fully described in Schedule 1 attached hereto and incorporated herein (the "Trademarks"), in connection with the manufacture, distribution and the sale of the goods and services set forth in Schedule 2, attached hereto and incorporated herein, in the territory defined as: ("Territory").

2. **Term**. The term of this Agreement shall be tied to the Master Services Agreement (MSA) between Keyway, Inc and SNM, LLC and shall commence on the date said MSA is executed and shall end upon the date Keyway is officially denied a New Mexico NPPL or upon the expiration or termination of the MSA (the "Term").

3. **Use of Trademarks**. Licensee shall use the Trademarks only with the aforesaid goods and services set forth in Schedule 2 manufactured by or for and sold by Licensee, which goods shall be of a quality satisfactory to Licensor. Licensee further agrees to maintain the standards of quality established by Licensor, which are set

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forth or described in Schedule 3 attached hereto and incorporated herein. Licensor shall have the sole right to determine whether the goods and services are of satisfactory quality. The Licensor shall have the right to require from time to time that the Licensee submit samples of the goods to Licensor for inspection or provide access to its premises or sites to review the services. Licensor shall also have the right to require from time to time that the Licensee submit samples of advertising and promotional materials to Licensor for inspection, and to permit Licensor to review Licensee's services.

4. **Consideration**. Licensee is exchanging execution of the MSA and pertinent MSA Work Orders (real revenue and value) as well as real compensation and benefits. The Parties hereby agree that a real exchange of value has been given and contractual consideration has been met.

5. **Ownership**. Licensee recognizes and acknowledges that the Trademarks and all rights therein and goodwill pertaining thereto belong exclusively to Licensor, that all rights resulting from its use of the Trademarks inure to the benefit of Licensor, and that Licensor retains the right to use or to license the use of the Trademark for any and all goods or services other than those expressly set forth in this Agreement. Licensee shall not use any of the Trademarks in any manner except as expressly permitted herein.

6. **Warranty**. Licensor warrants that it is the sole owner of all rights in the Trademarks and that this Agreement and the rights licensed herein do not violate any other party's rights or interests. Licensor agrees that Licensee shall have no liability, and Licensor will indemnify, defend, and hold Licensee harmless against any and all damages, liabilities, attorneys' fees or costs incurred by Licensee in defending against any third-party claims or threats of claims under trademark or unfair competition or deceptive trade practices acts arising from Licensee's use of the Trademarks. Licensee may appear through counsel of its own choosing.

7. **Indemnity**. Licensee agrees that Licensor shall have no liability, and Licensee will indemnify, defend, and hold Licensor harmless against any and all damages, liabilities, attorneys' fees or costs incurred by Licensor in defending against any third-party claims or threats of claims arising from the business or products of Licensee, or Licensee's use of the Trademarks. Licensor may, at its own expense, appear through counsel of its own choosing.

8. **Assignment**. Licensee may not assign, transfer, or sublicense this Agreement without the prior written consent of Licensor. Any attempted transfer without said consent shall be null and void.

9. **Termination**. Licensor shall have the right to terminate this Agreement upon thirty days written notice to Licensee in the event of any affirmative act of insolvency of Licensee, or upon the appointment of any receiver or trustee to take possession of the property of Licensee, or upon the winding-up, sale, consolidation,

merger of Licensee, or upon breach of any provisions hereof by Licensee which is not cured within said thirty day period. It shall also terminate at the end of the Term.

10. **Effect of Termination**. Upon termination or expiration of this Agreement, Licensee agrees to immediately discontinue the use of the Trademarks and any term confusingly similar thereto, and to destroy all printed materials bearing any of the Trademarks. Licensee further agrees that all rights in the Trademarks and the goodwill connected therewith shall remain the property of Licensor.

11. **Choice of Law**. Any and all matters of dispute between the parties to this Agreement, whether arising from the Agreement itself or arising from alleged extra-contractual facts prior to, during or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the Agreement, shall be governed by, construed, and enforced in accordance with the laws of Colorado, not including its choice of laws rules, but including its statutes of limitations, regardless of the legal theory upon which such matter is asserted. The venue shall be Denver City and County. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

12. **Fully Integrated Agreement; Negation of Trade Usage and Course of Dealing**. The parties intend this statement of their Agreement to constitute the complete, exclusive and fully integrated statement of their agreement. As such, it is the sole repository of their agreement and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement the day and year first written above.

Agreed to by:

CannaCounsel, LLC
By: Travis Hounslow
Attest:

Keyway, Inc
By: Exec. Dir. Keyway
Attest:

SNM, LLC
By: Travis Hounslow
Attest:

Schedule 1 – The Mark (Multiple Color Options)

Shift™ NEW MEXICO

Schedule 2 – The Goods

Medical Marijuana/Cannabis Goods and Products – Flowers, Hash Varietals, Edibles, Tinctures, Salves, Rubs, Lotions and all other such items as are generally available in the medical cannabis retail market. Websites and marketing materials are included so long as they represent that sale of such goods described above.

Schedule 3 – Quality & Standards

The quality level must be free of pests and pathogens, chemical pesticides, and other non-desired traits in medical cannabis. All Standard Operating Procedures delivered to SNM, LLC and Keyway, Inc by Shift Cannabis Co. must be followed.

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OPERATING AGREEMENT
OF
SNM, LLC

This Operating Agreement (the "Agreement") is made and entered into as of this 30th day of April, 2015, by and between the parties listed as Members on **Exhibit A** attached, who hereby agree to the following provisions regarding the operations of SNM, LLC (the "LLC"), pursuant to the provisions of the New Mexico Limited Liability Company Act (the "Act"). The parties listed on **Exhibit A** are referred to each individually as a "Member" and collectively as the "Members."

ARTICLE 1
NAME, PURPOSE, PLACE OF BUSINESS AND FISCAL YEAR

1.1 LLC NAME. The name of the LLC is SNM, LLC, and the business of the LLC shall be currently conducted under the LLC name, but may in the future choose a business under other such names as the Board of Managers may from time to time deem necessary or advisable.

1.2 LLC PURPOSE. The purpose of the LLC shall be to conduct any other business that may lawfully be conducted by a limited liability company formed under the Act and which is permitted by the Constitution of the State of New Mexico.

1.3 PRINCIPAL PLACE OF BUSINESS. The principal place of business of the LLC shall be P.O. Box 8757, Santa Fe, NM 87504, or such other place as the Board of Managers may from time to time designate.

1.4 FISCAL YEAR. The LLC's fiscal year shall be the calendar year.

1.5 REGISTERED AGENT AND OFFICE. The name of the registered agent for service of process of the LLC is Sommer Karnes & Associates, LLP, and the address of such registered agent is 200 West Marcy Street, Suite 142, Santa Fe, NM 87501. The General Manager may at any time appoint or dismiss a registered agent, replace a registered agent, or change the address of the LLC.

ARTICLE 2
NAMES, ADMISSION AND NEW MEMBERS

2.1 MEMBERS' NAMES AND ADDRESSES. The name of each Member, the amount and nature of such Member's Capital Commitment, and the number of such Member's Ownership and Voting Units are set forth on **Exhibit A** to this Agreement. The addresses of each member shall be the address on the signature page of this Agreement, until such time as a Member shall deliver notice of a new address with the General Manager of the LLC. The Members shall cause **Exhibit A** to be amended from time to time to reflect any change in the Members of the LLC (including any change in the Capital Commitment or Ownership Units of any Member) made in accordance with the terms of this Agreement. Each amended **Exhibit A** shall supersede all prior **Exhibit A's** and become part of this Agreement, and shall be kept on file at the office of the LLC.

2.2 ADMISSION OF NEW MEMBERS (UNISSUED OWNERSHIP UNITS). The authorization to offer any of the Unissued Ownership Units, and thus admit new members or further investment of current Members, may only be made by Members holding 60% or more of the Voting Units (as determined under Section 3.7 and Exhibit A) at that time. If any of the Unissued Ownership Units are authorized in this manner, the first right of purchase, for a period of 30 days, is to the current Members holding Ownership Units at a pro rata portion to their current holdings. If fewer than all Members desire to purchase these units, the Members who desire to purchase shall have 30 days to deliver notice and funds to purchase a pro rata portion based upon their number of Ownership Units as a ratio to the newly authorized units, or under unanimously agreeable terms among all purchasing Members. If there are remaining newly authorized Ownership Units after all current Members have purchased what they desire, then the LLC may sell these units to outside parties subject to this section 2.2 and Article 11. The Members shall perform due diligence on any outside parties interested in purchasing Units and shall consider all aspects of potential new Members including not only their ability to contribute capital but also their potential for making non-monetary contributions to the LLC and their potential for working with the existing Members.

2.3 ADMISSION OF NEW MEMBERS (UNISSUED VOTING UNITS). In general, additional persons may be admitted to the LLC as Members holding Voting Units only with the prior written consent of the existing Members holding 60% or more of the LLC Voting Units (as determined under Section 3.7). Any transfer permitted by this Agreement shall consist only of Ownership Units until such Member approval for Voting Units has been approved.

2.4 ALL TRANSFERS. Except as provided in this Article 2, Article 3, and Article 11 below (Exempt Transfers), no interest of a Member in the LLC may be assigned, in whole or in part, without prior written consent of Members holding the requisite percentage of Voting Units required to make said transfer. Any transfer made must be compliant with applicable governing laws, including if required, that the person is 21 years or older, is eligible to own the LLCs equity and/or licenses, and is competent under the terms of the law.

2.5 AUTHORIZING MORE UNITS. If Exhibit A, as amended at the time of reading, has fewer than 100 Unissued Units, of either type, the Members may authorize more Unissued Units for the respective eligible category of units by a vote of Members holding 60% or more of the LLC Voting Units. There is no limit as to how many Unissued Units may be authorized at any given time.

ARTICLE 3
MEMBERS

3.1 PLACE OF MEETINGS. All meetings of the Members of the LLC shall be held at the principal office of the LLC or at such other place as may be designated in the notice of meeting, and such place may be a virtual or electronic meeting space.

3.2 ANNUAL MEETING. No annual or special meetings of the Members is required, except as otherwise provided in this Agreement.

3.3 SPECIAL MEETINGS. Special meetings of Members may be called by the General Manager, or Members holding at least ten percent (10%) percent of the LLC Voting Units (as determined under Section 3.7).

3.4 NOTICE OF MEETINGS.

(a) Written or electronic notice stating the place, day and hour of the meeting of Members and the purpose or purposes for which the meeting is called shall, unless otherwise prescribed by statute, be delivered not less than two days before the date of the meeting, either personally or by mail including electronic, by or at the direction of the General Manager or the other persons calling the meeting, to each Member entitled to vote at such meeting. Such meetings may be held within or out of the State of New Mexico and may be held without previous notice if a Member entitled to notice attends the meeting or upon execution of a waiver of notice, in the minutes or otherwise, by Members so waiving such notice, unless a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(b) No notice of a meeting need be given to any Member who shall in writing waive such notice, whether before, at, or after the stated time of any such meeting; and the attendance of a Member or its signing of the minutes, if any, of any meeting shall be deemed a waiver of, and equivalent to, formal notice of such meeting.

(c) Any written notice required to be given by law, the Articles of Organization, or this Agreement, if mailed, shall be deemed given when deposited in a regularly maintained depository of the United States Postal Service, with postage prepaid, addressed to the Member at its address, or when sent electronically to a previously valid email address or email address given to the LLC by the Member. However, if three successive letters mailed or emailed to the last-known address or email address of any Member are returned as undeliverable, no further notices to such Member shall be required, until another address for such Member is made known to the LLC.

3.5 Quorum. A quorum, for purposes of a meeting of Members, will consist of the presence (in person or by proxy) of Members holding 60% or more of the LLC Voting Units (as determined under Section 3.7), unless otherwise provided by law or the Articles of Organization. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days. If two adjournments are required and documented the third meeting shall only require 51% to reach a quorum. Should a quorum fail on the third attempted meeting, the agenda shall be passed to the General Manager who shall have full right and authority to act on and finally determine any business decision contained in said agenda.

3.6 VOTING REQUIREMENTS. If a quorum is present, the affirmative vote of Members holding 51% or more of the Voting Units present at the meeting shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is otherwise required by statute or by the Articles of Organization or this Agreement.

3.7 VOTING RIGHTS. Unless otherwise provided by this Agreement or the Articles of Organization, each Member entitled to vote, as determined on **Exhibit A** by their number of Voting Units, shall be entitled to a number of votes equal to the number of Voting Units then held by such Member, upon each matter submitted to a vote at a meeting of Members. Only Members as listed on the then-current **Exhibit A** shall be entitled to be treated by the LLC as Members in fact of the LLC, and the LLC shall not be bound to recognize any equitable or other claim to or interest in the LLC on the part of any other person, firm, corporation or other entity, whether or not the LLC shall have express or other notice thereof, except as expressly provided

by the laws of the State of New Mexico. In the event there is a tie in any vote put to the Members, the tie shall be broken by the General Manager.

3.8 TRANSFER UPON DEATH OR INCAPACITATION. If a Member holding Voting Units **dies**, the Ownership Units will transfer to the personal representative, executor, administrator, trustee, heirs or beneficiaries of such Member (the "Representatives"), if any. The Representatives will become a Member or Members of the LLC without any further action or approval of the other Members. However, such transfer shall NOT include Voting Units unless an approval of the General Manager and 51% of the current Voting Units (excluding units owned by the deceased) is given. The General Manager has 90 days to call a meeting and vote on such a matter or the Voting Units shall transfer automatically. Nothing in this Section 3.8 shall prevent the Representatives, on the one hand, and the LLC or other Members, on the other hand, from agreeing, unanimously, to the purchase and sale of the deceased Member's Ownership and Voting Units on mutually acceptable terms. If the Representative is under the age of 21, and New Mexico or other law requires that age or beyond to hold any ownership interest in the LLC, the General Manager shall hold the Ownership Units, and if applicable Voting Units, in escrow on behalf of the Representative until such time they are deemed eligible under the law. Escrow shall mean the Manager ensures the Exhibit A will be updated to reflect a dormancy of said units, whereby they no longer receive distribution or voting execution. Should a sale, or distribution of property, profits, or other capital be made during this escrow time period, the relative portion attributable to the escrowed units shall remain as capital of the LLC. If holding these units itself would violate any state or local law, the LLC shall pay to the Representative the amount of the deceased member's capital account in a period not to exceed 24 months from the date of death. If a Member becomes **incapacitated**, that Member's Ownership and Voting Units shall immediately be held by the incapacitated Member's legal guardian, conservator Representative, or other fiduciary appointed to act on behalf of the incapacitated Member (the Fiduciary). The Voting Units shall go dormant until such time as the General Manager approves for the Fiduciary to have such Voting Units, not to be unreasonably withheld, or until such time as the Member is no longer incapacitated. If no such guardian exists, eligible under state and local law to hold such units, the Ownership Units shall stay with the incapacitated Member and the Voting Units shall lie dormant until such time as the Member recovers or until all of the Ownership and Voting Units transfer upon death pursuant to the rules for transfer upon death stated above. If the General Manager is the person incapacitated or deceased, the Members may vote for a new General Manager using the ratios not including the old General Manager's Voting Units, if any existed.

3.9 PROXIES. Unless otherwise provided by resolution, a Member may vote either in person or by proxy executed in writing by the Member, or by its duly authorized attorney in fact.

3.10 ACTION BY MEMBERS WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a voting majority (whatever majority is required in the type of vote required to take such action, majority, certain percentage or unanimous) of the Members entitled to vote with respect to the subject matter thereof.

3.11 ACTION BY ELECTRONIC MEANS. The Members may participate in any meeting of the Members by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Notice of any such meeting to be conducted by conference telephone or similar equipment shall be given to a Member

in the same manner as any other required notice. Such participation shall constitute presence in person at such meeting.

3.12 INDEMNIFICATION. The LLC shall indemnify the General Manager and Members for payments made and personal liabilities reasonably incurred in the ordinary and proper conduct of the LLC's business, or in the preservation of the LLC's business or property; *provided, however*, that this indemnity shall not extend to conduct not undertaken in good faith to promote the best interest of the LLC, nor to any recklessness or willful misconduct; and, provided further, that this indemnification shall be limited to the total assets of the LLC (including unpaid Capital Commitments of the Members). The LLC may maintain in full force and effect a policy of liability insurance covering the General Manager, the Board of Managers and any committee members should the General Manager have appointed such committee(s).

3.13 BUSINESS OPPORTUNITY. The Members hereby agree that if any Member receives an opportunity in New Mexico or develops an idea relative to the industries the LLC in New Mexico is then currently actively participating, or has planned to actively participate in, the Member must deliver that to the LLC. Written declination from the General Manager or at least 51% of the current Voting Units shall be deemed official and the originating Member may pursue the opportunity on their own. If requested by the originating Member, the General Manager has 90 days to formally accept, decline, or put the matter to a vote of the Members.

ARTICLE 4
MANAGEMENT, DUTIES AND RESTRICTIONS

4.1 POWERS. The property and business of the LLC shall be managed by a Board of Managers, who may be either natural persons or other legal entities. If the Managers are natural persons, they shall be twenty-one years of age or older but need not be Members of the LLC. The Board of Managers may exercise all such powers and do all such lawful acts and things as are not prohibited by the Constitution of the State of New Mexico, by statute, or by the Articles of Organization, or this Agreement.

4.2 NUMBER, ELECTION, TENURE AND QUALIFICATION. The Members hereby agree that the Board of Managers shall initially consist of Matt Clarke and James Hayes and Travis Howard. The number of Managers may be increased or decreased at any time by a vote of existing Members holding seventy five percent of the outstanding Voting Units of the LLC, but no decrease shall have the effect of shortening the term of any incumbent Manager. Managers shall serve until they resign or are removed.

4.3 VACANCIES. Any vacancy occurring in the position of a Manager may be filled by the affirmative vote of the majority of the remaining Managers, even though such remaining Managers constitute less than a quorum of the Board of Managers. A Manager elected to fill a vacancy or to fill a position resulting from an increase in the number of Managers shall serve until his or her resignation or removal.

4.4 RESIGNATION. Any Manager of the LLC may resign at any time by giving written notice to the Members and other Managers, if any. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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4.5 REMOVAL. At any meeting called for the purpose of removing a Manager and the affirmative vote of Members holding 66% of the outstanding Voting Units of the LLC, the Members may remove a Manager only with cause.

4.6 MEETINGS. Meetings of the Members or the Board of Managers may be called at any time by any Member or Manager upon one day's oral or three days' written notice. Such meetings may be held within or without the State of New Mexico and may be held without previous notice if a Member or Manager entitled to notice attends the meeting or upon execution of a waiver of notice, in the minutes or otherwise, by Members or Managers so waiving such notice, unless a Member or Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.7 QUORUM. A voting majority of the Board of Managers shall constitute a quorum of the Board. Except as otherwise required by the Articles of Organization, the unanimous act of the Managers present at a meeting at which a quorum is present shall be the act of the Board of Managers, unless the act of a greater number is required by law, the Articles of Organization, or this Operating Agreement.

4.8 ACTION OF MANAGERS BY WRITTEN CONSENT. Any action required or permitted to be taken by the Board of Managers or by a committee thereof at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers or all of the committee members entitled to vote with respect to the subject matter thereof.

4.9 ACTION BY ELECTRONIC MEANS. Members of the Board of Managers may participate in any meeting of the Board of Managers by means of conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other at the same time. Notice of any such meeting to be conducted by conference telephone or similar equipment shall be given to a Manager in person or by telephone at least one (1) hour prior to the time fixed for the meeting. Such participation in the meeting shall constitute presence in person at the meeting.

4.10 COMMITTEES. The Board of Managers may designate from among its members, by resolution adopted by a majority of the Managers, an executive committee and one or more other committees each of which shall have and may exercise such authority in the management of the LLC as shall be provided in such resolution or in this Agreement, subject to the limitations prescribed by the Act.

4.11 GENERAL MANAGER. The Board of Managers may elect from among its members or outside of the LLC, by resolution adopted by a majority of the Managers, a General Manager. The Members hereby elect as the initial General Manager, CannaCounsel, LLC dba Shift Cannabis Co. The General Manager shall preside at all meetings of the Board, and shall be responsible for overseeing the day-to-day affairs of the LLC. The General Manager or General Managers shall exercise those powers described above in Section 4.1 on behalf of the Board of Managers and the LLC. In the event that any General Manager dies or becomes physically or mentally incapacitated or injured so that he or she is unable to perform the services required of him or her hereunder, as a Manager on the Board of Managers, the remaining Managers may appoint a replacement General Manager of its choice or assume operational control of the LLC, making all operational decisions except those reserved to Members. Any fees to be paid to the

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Board of Managers or the General Manager shall be as and on terms determined by the Board of Managers.

4.12 AUTHORITY. Any action required or permitted to be taken by the Board of Managers may be authorized in writing, signed by the Board of Managers, setting forth the action and that such action is authorized by the LLC.

4.13 EXPENSES AND FEES OF THE MANAGERS. In consideration of the Managers' performance of their obligations with respect to managing the LLC, including without limitation causing the LLC to perform its financial reporting obligations as set forth in Section 10.2 below, the Managers shall be entitled to (a) receive such reasonable fees payable by the LLC as determined by resolution of the Members holding a majority of the outstanding Voting Units of the LLC; and (b) be reimbursed by the LLC for all of their respective reasonable out-of-pocket expenses incurred in connection with managing the LLC.

4.14 NON-LIABILITY. The Board of Managers and General Manager(s) shall not be liable to any Member or the LLC for mistakes in judgment or for action or inaction taken in good faith for a purpose that was reasonably believed to be in the best interests of the LLC, or for losses due to such mistakes, action or inaction, or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the LLC, provided that such employee, broker or agent was selected, engaged or retained and was supervised with reasonable care.

4.15 INDEMNIFICATION. In the event of any loss, liability or claim against the Board of Managers relating to the activities of the LLC, the LLC shall indemnify and hold harmless the Board of Managers for any such loss, liability and claim, including reasonable attorneys' fees; provided, however, that this indemnity shall not extend to conduct not undertaken in good faith to promote the best interest of the LLC, nor to any recklessness or willful misconduct nor to a breach of fiduciary duties to the LLC or its Members; and, provided further, that this indemnification shall be limited to the total assets of the LLC (including unpaid Capital Commitments of the Members).

ARTICLE 5
CAPITAL CONTRIBUTIONS

5.1 CAPITAL ACCOUNTS. The Members shall own the capital of the LLC ratably based upon relative capital contributions. An individual Capital Account shall be maintained for each Member.

5.2 CAPITAL COMMITMENTS OF THE MEMBERS. The amount of each Member's capital contribution is set forth opposite that Member's name in **Exhibit A** hereto (such Member's "Capital Commitment"). Members shall not be paid interest on any capital contributions, and except as expressly provided herein, Members shall not have the right to require a return of their capital contributions.

5.3 ADDITIONAL CAPITAL CONTRIBUTIONS. Each Member (and any successor of a Member or transferee of Ownership Units, whether or not admitted as a Member) shall be responsible for such Member's timely pro rata share, as determined by such Member's respective share of Ownership Units of the LLC as set forth in this Agreement, of all additional capital

contributions required by the LLC subsequent to the initial capital contributions. The time and amount of additional capital contributions required by the LLC from time to time and at any time in excess of the initial capital contributions of the Members, including, without limitation, any additional capital contributions required in connection with the operation, maintenance, improvement and/or ownership of any LLC property, and/or to do all other acts necessary or desired in order to fully and timely pursue the LLC's purposes, shall be determined by vote of the Members holding 60% of the LLC Voting Units. The LLC shall provide written notice (a "Contribution Notice") to all Members of the due dates for the payment of such additional capital contributions. Each Member shall have thirty (30) days from the date of receipt of the Contribution Notice in which to pay such Member's respective pro rata share (determined by Ownership Units) of such additional capital contributions as described in the Contribution Notice.

5.4 NONCONTRIBUTING MEMBERS.

(a) If a Member fails to make the payment required by the Contribution Notice, the LLC will be entitled to enforce the obligations of each Member to make the contributions to capital specified in the Contribution Notice, and the LLC will have all remedies available at law or in equity in the event any such contribution is not so made.

(b) No Member who has failed, and for so long as such Member continues to fail, to make a capital contribution required by a Contribution Notice may vote on any matter brought before the LLC (other than those matters requiring a unanimous vote of Members).

(c) Additionally, should any Member (the "Defaulting Member") fail to make a capital contribution required of it by a Contribution Notice, the Defaulting Member will be in default, and the other Members will have the right and option to acquire the Ownership Units represented by the capital contribution not made by the Defaulting Member or to make a loan to the Defaulting Member, as follows:

(i) Within ten days after the Defaulting Member's capital contribution was due, the Manager will notify each other Member of the amount of the capital commitment not made and the number of additional Ownership Units available for purchase due to the failed capital contribution. The number of additional Ownership Units available to each other Member for purchase will be that percentage each other Member's Ownership Units bears to the aggregate Ownership Units of all other Members (the other Member's "Pro Rata Share"). In lieu of purchasing a Pro Rata Share of Ownership Units, any other Member may elect to lend the Defaulting Member funds equal to the capital contribution for that other Member's Pro Rata Share, which funds are then paid directly to the LLC. The Ownership Units issued in the Defaulting Member's name as a result of such loan will be pledged as security for payment of the loan (the "Pledged Ownership Units") and, until fully paid, any distribution based on the Pledged Ownership Units and any other Ownership Units then owned by the Defaulting Member will be paid to the other Member making such loan until the loan is paid in full. Any such loan will be a fully recourse loan and bear interest at the prime rate as charged by the bank where the LLC's current operating account is held, plus five percent (5%) per annum (the "Default Rate") from the date paid to the LLC.

(ii) The option granted hereunder will be exercisable at any time within thirty days of the date of the notice from the Manager, and will be exercised by delivery

to the Defaulting Member in care of the Manager of a notice of exercise of option together with the other Member's funds representing either (A) the other Member's Pro Rata Share of additional Ownership Units, or (B) a loan to the Defaulting Member as described above. The Manager will forward such notice and documents to the Defaulting Member promptly after examination.

(iii) Should any remaining Members not exercise its option within said thirty-day period provided in subsection (ii) above, the Manager will immediately notify the remaining Members, who will have the right and option ratably among them to acquire the portion of the Ownership Units not so acquired (the "Remaining Portion") or make an additional loan within thirty days of the date of the notice specified in this subsection (iii) on the same terms as provided in subsections (i) and (ii) above.

(iv) Upon exercise of the option to acquire additional Ownership Units hereunder, each other Member will be obligated to contribute to the LLC that portion of the Capital Commitment then due from the Defaulting Member represented by the Ownership Units being acquired.

(d) For any amounts not contributed or loaned by the other Members, the LLC may bring an action against the Defaulting Member to collect the unpaid capital commitment, and the LLC will be entitled to interest from the initial due date of a rate equal to the Default Rate and to its reasonable costs and attorneys fees.

(e) None of the terms, covenants, obligations or rights contained in this Section 5.4 is or may be deemed to be for the benefit of any person other than the Members and the LLC, and no such third person will under any circumstances have any right to compel any actions or payments by the Members or to exercise any LLC, Member or Manager rights under this Agreement.

5.5 LOANS TO THE LLC. In lieu of additional capital contributions, the LLC may borrow money from the Members or third persons in any amount and on those terms upon which the General Manager has approved. Any loan to the LLC by a Member shall be evidenced by a promissory note obligating the LLC. The General Manager, and/or the Board of Managers is hereby instructed to attempt to find loans to the LLC prior to initiating any subsequent capital contributions.

ARTICLE 6
LLC ALLOCATIONS

6.1 PROFITS. Profits for any fiscal year shall be allocated to the Members based upon relative Ownership Units after giving effect to the special allocations set forth in Sections 6.3 and 6.4.

6.2 LOSSES.

(a) After giving effect to the special allocations set forth in Sections 6.3 and 6.4 hereof, Losses for any fiscal year shall be allocated based on relative Ownership Units, subject to the limitations in Section 6.2(b) below.

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(b) The Losses allocated pursuant to Section 6.2(a) hereof shall not exceed the maximum amount of Losses that can be so allocated without causing a Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 6.2(a) hereof, the limitation set forth in this Section 6.2(b) shall be applied on a Member by Member basis so as to allocate the maximum permissible Losses to each Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

6.3 SPECIAL ALLOCATIONS. The following special allocations shall be made in the following order:

(a) MINIMUM GAIN CHARGEBACK. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article 6, if there is a net decrease in LLC Minimum Gain during any fiscal year, each Member shall be specially allocated items of LLC income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in LLC Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 6.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) QUALIFIED INCOME OFFSET. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of LLC income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 6.3(b) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 6 have been tentatively made as if this Section 6.3(b) were not in the Agreement.

(c) GROSS INCOME ALLOCATION. In the event any member has a deficit Capital Account at the end of any LLC fiscal year that is in excess of the sum of (i) the amount such Member is obligated to restore: (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Section 1.704-2(g)(1) and 1.704-2(i)(5); and (iii) the amount such Member would be deemed obligated to restore if Member Loan Nonrecourse Deductions were treated as Nonrecourse Deductions, each such Member shall be specially allocated items of LLC income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 6.3(c) shall be made if and only to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 6 have been tentatively made as if Section 6.3(b) hereof and this Section 6.3(c) were not in the Agreement.

(d) MEMBER LOAN NONRECOURSE DEDUCTIONS. Any Member Loan Nonrecourse Deductions for any fiscal year or other period shall be allocated to the member who bears the risk of loss with respect to the loan to which such Member Loan Nonrecourse Deductions are attributable in accordance with Section 1.704-2(b)(1) of the Regulations.

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(e) SECTION 754 ADJUSTMENT. To the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

6.4 CURATIVE ALLOCATIONS. The allocations set forth in Sections 6.3(a), 6.3(b) and 6.3(c) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. 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 LLC income, gain, loss, or deduction pursuant to this Section 6.4. Therefore, notwithstanding any other provision of this Section 6 (other than the Regulatory Allocations), the LLC shall make such offsetting special allocations of LLC income, gain, loss, or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all LLC items were allocated pursuant to Sections 6.1 and 6.2(a).

6.5 OTHER ALLOCATION RULES.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Manager using any method permissible under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of LLC income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

(c) The Members are aware of the income tax consequences of the allocations made by this Article 6 and hereby agree to be bound by the provisions of this Article 6 in reporting their shares of LLC income and loss for income tax purposes.

6.6 SECTION 704(C) ALLOCATIONS.

(a) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any asset contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its initial Adjusted Asset Value.

(b) In the event the Adjusted Asset Value of any LLC asset is adjusted pursuant to the terms of this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted

basis of such asset for federal income tax purposes and its Adjusted Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

ARTICLE 7
EXPENSES

All expenses incurred in connection with the formation, organization, and operation of the LLC shall be borne by the LLC (including, but not limited to, the Manager's fees, salaries, wages, and fees of lawyers, accountants and other professionals).

ARTICLE 8
DISTRIBUTIONS TO AND WITHDRAWALS BY MEMBERS

8.1 WITHDRAWALS BY MEMBERS. Except as expressly provided herein, no Member may withdraw any amount from the LLC without the consent of Members holding sixty percent (60%) of the LLC Voting Units.

8.2 MANAGEMENT FEE DISTRIBUTIONS. A Manager may receive compensation in such amounts as may be determined from time to time by the unanimous vote of Members, which compensation shall be treated as LLC expenses.

8.3 OTHER DISTRIBUTIONS. In addition to the foregoing distributions, the LLC may distribute additional cash and other property to each of the Members (pro rata in accordance with Ownership Units) at such times and on such terms and conditions as determined by the General Manager.

ARTICLE 9
DISSOLUTION TERMINATION AND LIQUIDATION OF THE LLC

9.1 DISSOLUTION. The LLC shall be dissolved by the written agreement of Members holding 75% or more of the LLC Voting Units. If there is an affirmative vote for dissolution, any Members voting against the measure have 45 days to find investment capital to purchase all outstanding Ownership and Voting Units of the affirmative voting Members at fair market value, or value as designated in this Agreement.

9.2 DISSOLUTION PROCEDURES. Upon dissolution of the LLC at the expiration of the LLC term, if any, or for any other cause set forth in Section 9(a):

(a) The affairs of the LLC shall be wound up and terminated under the direction of the General Manager, or by the voting majority of Members, to be specified in the vote described in section 9.1 above.

(b) Whether any assets of the LLC shall be liquidated through sale or shall be distributed to the interested Members in kind shall, in each case, be a matter for the discretion of the Members holding a majority of the LLC Voting Units. Distributions shall be made in kind if reasonably practical. Distributions following dissolution made in kind shall be made ratably based on Ownership Units (but in accordance with positive Capital Accounts), valued at the fair market value thereof in accordance with Section 10.3, and subject to such conditions and

restrictions as the Members holding a majority of the LLC voting rights determine are required or advisable to preserve the value of the assets so distributed or for legal reasons.

(c) The proceeds of liquidation shall be distributed by the LLC in payment of its liabilities in the following order:

(i) To the creditors of the LLC, other than Members, in the order of priority established by law, either by payment or by establishment of reserves;

(ii) To the setting up of any reserves that the General Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC or of the General Manager arising out of or in connection with the LLC. Six months after the dissolution of the LLC if there are any reserves remaining they shall be distributed to the Members in accordance with (iv) below;

(iii) To the Members, in repayment of any loans made to, or other debts owed by, the LLC to such Members;

(iv) To the Members in accordance with positive Capital Account balances (after giving effect to all contributions, distributions and allocations for all taxable years, including the year in which such liquidation occurs), in compliance with Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2); and

(v) To the Members ratably based upon Ownership Units.

If any Member has a deficit balance in its Capital Account (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the LLC with respect to such deficit, and such deficit shall not be considered a debt owed to the LLC or any other Person for any purpose whatsoever.

(d) The cash flow and items of taxable income, gain, loss, deduction or credit of the LLC during the period of liquidation shall be divided among or borne by the Members in accordance with the provisions of Article 6.

9.3 TERMINATION OF MEMBER'S MEMBERSHIP IN THE LLC. Should a Member be deemed ineligible to hold a local or state license for any business which the LLC operates, and should that Member's interest in the LLC preclude the LLC from conducting its business or forces the LLC to forfeit any license of value greater than $2,500 (hereinafter "Terminating Event"), such Member shall be automatically expelled from the LLC as of the exact moment of such determination. Following the Terminating Event, the expelled Member shall be paid, over a 24 month period, the value of their Capital Account as of the day of the Terminating Event.

ARTICLE 10
FINANCIAL ACCOUNTING AND REPORTS

10.1 FINANCIAL RECORDS. The books and records of the LLC shall be kept in accordance with the terms of this Agreement and otherwise in accordance with a tax basis

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method of accounting, consistently applied (unless otherwise specifically provided in this Agreement).

10.2 ANNUAL REPORTS.

(a) The LLC shall transmit to each Member and to each person (or its legal representative) who was a Member during any part of the fiscal year in question, within ninety (90) days after the end of each fiscal year, or as soon as the LLC's accountant can deliver: (i) a balance sheet for the LLC as of the end of the fiscal year and a profit and loss statement for the year then ended, all in reasonable detail, and (ii) a report setting forth the Capital Account of each Member as of the end of such fiscal year.

(b) The LLC shall also transmit within such ninety (90) day period, or as soon as the LLC's accountant can deliver, a Schedule K-1 for such fiscal year, to each Member then a member of the LLC and to each person (or its legal representative) who was a Member during any part of the fiscal year. Upon request from any Member, the LLC shall deliver a copy of the LLC's federal income tax return for such fiscal year.

10.3 VALUATION OF LLC AND INTEREST THEREIN.

(a) For all purposes of this Agreement, the value of a Member's interest in the LLC shall be equal to such Member's pro rata interest (based on relative Ownership Units) in the fair market value of the LLC's assets and liabilities (as determined in accordance with Section (a) or 10.3(c) below). In determining the value of the assets of the LLC in accordance with Section 10.3(b) or 10.3(c) below, or in any accounting among the Members or any of them, no deduction or discount shall be taken based upon minority interest, lack of marketability, or any other similar factor. No tax reserves shall be set up for unrecognized gains or profits unless the LLC is obligated under the Code for payment of the tax imposed thereon.

(b) The Members shall determine the value of the LLC's assets and liabilities on an annual basis. The value established by the Members shall be reduced to writing, given to each Member and shall be binding upon the LLC and the Members for the twelve-month period following the meeting or until the next agreed-upon value is established by the Members, whichever shall occur first.

(c) In the event that (i) the Members cannot agree upon the value of the LLC at the meeting, as described in Section 10.3(b), or (ii) more than twelve months have passed since the Members have agreed upon the value of the LLC in accordance with Section 10.3(b), then the fair market value of the assets and liabilities of the LLC shall be the fair market value of the LLC as determined by a licensed business appraiser engaged by the LLC, with the expenses of such appraisal borne by the LLC. The fair market value so determined shall be conclusive and binding upon the parties hereto. The General Manager shall select the appraiser.

10.4 LIMITATION OF LIABILITY.

(a) No Member will be personally liable for any debt or obligation of the LLC, and the liability of each Member for debts or losses of the LLC, or for obligations or liabilities thereof of any kind or nature, will not exceed in the aggregate the amount of the capital contribution (including subscribed capital, if any) by the Member to the LLC.

(b) No Member will be liable to any other Member or the LLC for honest mistakes in judgment or for action or inaction, taken in good faith for a purpose that was reasonably believed to be in the best interests of the LLC, or for losses due to such mistakes, action or inaction, or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the LLC, provided that such employee, broker or agent was selected, engaged or retained and supervised with reasonable care.

(c) The failure of the LLC to observe the formalities or requirements relating to the management of its business or affairs will not in itself render the Members liable for the liabilities of the LLC.

(d) A Member will not be liable to the LLC upon the rightful return of the Member's contributions, withstanding any creditor's extension of credit to the LLC during the period the contribution was held by the LLC.

10.5 SUPERVISION; INSPECTION OF BOOKS. Proper and complete books of account of the activities of the LLC shall be kept under the supervision of the General Manager at the principal place of business of the LLC or such other commercially reasonable and appropriate place. Such books shall, upon reasonable notice to the General Manager, be open to inspection by any Member or its accredited representative, and to copying by such Member or representative at any reasonable time during normal business hours.

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ARTICLE 11
RESTRICTIONS ON TRANSFER

11.1 BASIC RESTRICTION. No interest in the LLC (including any portion of an LLC interest, whether legal or equitable) may be transferred voluntarily, involuntarily, by operation of law, or otherwise, except as provided by the provisions of this Article 11 or if specifically authorized elsewhere in this Agreement.

11.2 NOTICE REQUIREMENT. If any Member desires to transfer or sell its Ownership Units in the LLC (a "Withdrawing Member"), the Withdrawing Member shall first submit written notice to the remaining Members and shall negotiate in good faith for forty-five (45) days with the remaining Members of the LLC before offering to sell or transfer any or all of its interest to any other party. This section is not in conflict with section 11.6 below as this section pertains to a current Member desiring to look for a potential purchaser, whereas 11.6 pertains to a current Member receiving an unsolicited offer from a 3rd party and/or a 3rd party offer following the 45 day period required by this provision.

11.3 CO-SALE RIGHTS.

(a) If (i) one or more Sellers at any time, or from time to time, in one transaction or in a series of related transactions, propose to Transfer to a third party (other than in an Exempt Transfer as defined in 11.3(c) below) Ownership Units representing more than 10% of the LLC's outstanding Ownership Units on an As Converted Basis (including all units issued or issuable upon the exercise of any outstanding warrants or options); and (ii) such Sellers have complied with Sections 11.2 and 11.6 hereof with respect to such proposed Transfer to such third party and are entitled to proceed with such Transfer, then each of the Members (other than any Member who is also a Seller) (collectively, the "Tag-Along Members") shall have the right (the "Tag-Along Right") to require the proposed purchaser to purchase from such Tag-Along Members up to such Tag-Along Member's pro rata portion of the Ownership Units to be Transferred (determined for purposes of this Section 2.3 by multiplying the total number of Ownership Units to be purchased by a fraction, the numerator of which is the total number of units owned by the Tag Along Member, and the denominator of which is the total number of units owned by the Sellers and all Tag Along Members). Any Ownership Units purchased from Tag Along Members pursuant to this Section 11.3 shall be paid at the same price per unit and upon the same terms and conditions as such proposed Transfer by the Seller (the "Transfer Terms").

(b) The Sellers shall notify promptly the Tag-Along Members in the event they propose to make a Transfer giving rise to the Tag-Along Right and shall furnish the Tag-Along Members with the Transfer Terms and a copy of any written offer or agreement pertaining thereto. The Tag-Along Right may be exercised by any Tag-Along Member by delivery of a written notice to each Seller proposing to sell Ownership Units (the "Tag-Along Notice") within 15 Business Days following its receipt of such notice from each such Seller, stating the number of units that such Tag-Along Member proposes to include in the Transfer. In the event that the proposed purchaser does not purchase the specified number of units from the Tag-Along Members on the Transfer Terms and subject to the same terms and conditions as are applicable to the Sellers in such transaction, then the Sellers shall not be permitted to sell any units to the proposed purchaser in the proposed Transfer.

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(c) As used in this Agreement, the term "Exempt Transfer" shall mean a Transfer between a Member and either (i) any Person that, directly or indirectly, through one or more intermediaries, has voting control of, or is under common voting control with, such Member; (ii) with respect to natural persons, such Member's spouse, parents, children, siblings of blood and/or grandchildren; (iii) a trust, corporation, partnership or other entity, whose beneficiaries, shareholders, partners, or owners, or other Persons holding a controlling interest in which, consist of such Member and/or such other Persons referred to in the immediately preceding clauses (i) or (ii); (iv) or with respect to any Member that is a partnership, a limited partnership, a limited liability company or a corporation, such Member's partners, members or shareholders.

11.4 OPINION OF COUNSEL. Notwithstanding any provision herein to the contrary, the Units of the LLC have not been registered under the Securities Act of 1933 (The Act) or any applicable state securities laws (the Blue Sky Laws) and are restricted securities as that term is defined in rule 144 under The Act. The Units may not be offered for sale, sold, or otherwise transferred except pursuant to an effective registration statement under The Act, or pursuant to an exemption from registration under The Act, the availability of which is to be established to the satisfaction of the LLC. No Member shall Transfer any Ownership Units unless such Member shall first obtain an opinion of counsel satisfactory to the LLC to the effect that such Transfer is either exempt from the registration provisions of The Act and the Blue Sky Laws or that The Act and Blue Sky Laws are inapplicable to such Transfer.

11.5 DRAG-ALONG. In the event that the Members owning not less than [75%] by voting power of the Voting Units then issued and outstanding approve a Change in Control (an "Approved Sale"), then each Member agrees that such Member shall (a) vote any Voting Units of the LLC having the right to vote held by such Member or as to which such Member has voting power in favor of the consummation of transaction contemplated by such Approved Sale at any meeting of Members at which such transactions are considered or by execution of any written consents in lieu of a meeting of Members seeking approval of such transactions, (b) if the Approved Sale is structured as a sale of the outstanding Ownership Units of the LLC, tender all Ownership Units of the LLC held by such Member or as to which such Member has power of disposition which are the subject of such Approved Sale in accordance with the terms of the Approved Sale, and (c) take all other actions required in order to effectuate fully the transactions contemplated by such Approved Sale.

11.6 THIRD PARTY OFFER.

(a) A Withdrawing Member desiring to accept a bona fide offer to purchase its LLC Ownership Units shall deliver to the LLC and to all other Members written notice of such bona fide offer, designating the name and address of the prospective purchaser, and the amount and terms offered for the Withdrawing Member's LLC interest.

(b) Within 14 days after receipt of such written notice, the remaining Members shall convene a vote to determine whether the remaining Members desire to accept the proposed purchaser as a new Member of the LLC. The proposed purchaser shall be entitled to become a member of the LLC if Members holding 60% or more of the LLC Voting Units (exclusive of that of the withdrawing Member) (as required by Section 2.2) approve of such purchaser's admission as a Member of the LLC.

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(c) If the remaining Members do not approve admission of the proposed purchaser as a Member of the LLC, then the remaining Members (in the first instance) and the LLC shall have the right and option to purchase (within 30 days after the final determination of value) all of the LLC interest of the Withdrawing Member, at a price equal to the offer.

(d) If the remaining Members do not timely approve admission of the proposed purchaser and if neither the remaining Members nor the LLC timely exercise their purchase option, then the LLC shall be liquidated according to the provisions of Article 9.

11.7 DEATH. If a Member dies, the transfer shall be governed by Section 3.8 of this Agreement.

11.8 TRANSFER WITHOUT CONSENT. The transferee of an interest in the LLC transferred without the consent of the Members (including, but not limited to, any involuntary transfers, divorce, and any transfers pursuant to any bankruptcy proceedings) shall not be entitled to vote on matters brought before the Members of the LLC nor participate in the management of the LLC. The Members of the LLC (excluding the transferor and the transferee) shall have the right to purchase the interest from such transferee at a price equal to the then value of such interest (determined in accordance with Section 10.3), less a discount of 20% to reflect both (a) the potentially significant disruption to LLC operations and affairs which may result from transfer of an LLC interest in breach of this Agreement, and (b) costs incurred. The purchase shall be made by the Members on the same formality set forth in Section 5.4 above and should any of the interest not be acquired by the remaining Members, the Withdrawing Member shall take back all un-purchased Ownership Units but shall forfeit any and all remaining Voting Units.

ARTICLE 12

MISCELLANEOUS

12.1 DOCUMENTS. Each of the Members agrees to execute such certificates, counterparts, instruments, documents and amendments thereto as may from time to time be required under applicable law for the formation of the LLC.

12.2 BINDING AGREEMENT. This Agreement shall survive the formation of the LLC, shall be binding on the assignees and legal successors of the LLC Members, and shall be governed by and construed in accordance with the internal laws, and not the law of conflicts, of the State of New Mexico.

12.3 ENTIRE AGREEMENT; CAPTIONS. This Agreement constitutes the entire agreement of the parties and supersedes all prior written and verbal agreements among the Members with respect to the LLC. Descriptive titles are used for convenience only and shall not be considered in the interpretation of this Agreement. In the event any provision of this Agreement shall be prohibited or unenforceable in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not deemed so modified, it shall be ineffective only to the extent of such prohibition or unenforceability without affecting the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction.

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12.4 LLC NAME. The LLC shall have the exclusive ownership and right to use the LLC name as long as the LLC continues, despite the withdrawal (for whatever reason) of any Member.

12.1 AMENDMENT OF AGREEMENT AND ARTICLES OF ORGANIZATION. Except as otherwise expressly provided herein, the provisions of this Agreement and the Articles of Organization of the LLC may be amended only with the written consent of Members holding a 75% majority of the LLC Voting Units.

12.2 NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer upon any person, corporation, or other entity not a party to this Agreement any rights or remedies under this Agreement.

12.3 RESOLUTION OF CONTROVERSIES.

(a) Intent. Is the intention of the LLC, the Board of Managers, the Members, and any assignees to bring all disputes between or among any of them to an early, efficient and final resolution. Therefore, it is hereby agrees that all disputes, claims, including without limitation management, contract, quasi contract, equitable claims, tort claims, statutory claims, or any other kind of controversy, claim or dispute shall be resolved by mediation and arbitration as provided in this Operating Agreement.

(b) Mediation. The parties shall in good faith attempt to informally resolve any dispute with respect to the LLC and this Operating Agreement. If the parties do not reach agreement resolving the dispute within twenty (20) days after notice is given by any party to the others, the parties shall present the dispute to a Mediator agreed-upon by the parties (the "Arbiter") for resolution. If the parties cannot agree upon the selection of a mediator to act as Arbiter, the General Manager shall select and appoint a Mediator, and such appointment shall be conclusive and binding upon the parties. Such mediation shall occur in the city of Santa Fe, New Mexico. The mediation shall occur within forty-five (45) days of such appointment.

(c) Arbitration. If the attempt to resolve the dispute through this mediation process is unsuccessful, then such dispute shall be settled by arbitration at the same location in accordance with the rules of the New Mexico Uniform Arbitration Act. The parties shall select a single arbitrator, but if they do not agree within twenty (20) days following the failed mediation, each party shall designate such party's own Arbitrator (the "Selection Arbitrator"), and all such Selection Arbitrators so designated shall select and appoint an Arbitrator, and such appointment shall be conclusive and binding upon the parties. If no such arbitrator is appointed within forty-five (45) days, either party may apply to a court having jurisdiction to make such appointment. The prevailing party or parties in the arbitration shall be entitled to recover all their costs and expenses reasonably incurred in connection with the dispute, including but not limited to attorneys fees, expert witness fees, in addition to any other relief to which the arbitrator may award. A judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

(d) Applicable Law. This Operating Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted and enforced in accordance with the laws of the State of New Mexico, notwithstanding any choice of law rules to the contrary.

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12.4 COUNTERPARTS. This Agreement may be executed in several counterparts and as executed, shall constitute one Agreement, binding on all the Members, even though all the Members have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the Members, shall be deemed a fully executed instrument for all purposes.

ARTICLE 13
CERTAIN DEFINITIONS

13.1 CAPITAL ACCOUNT. The "Capital Account" of each Member shall consist of its Capital Commitment as set forth on **Exhibit A** (i) increased by any additional capital contributions, its share of Profits and any items in the nature of income or gain that are allocated to it pursuant to this Agreement, and the amount of any LLC liabilities that are assumed by the Member, or that are secured by any LLC property distributed to the Member, and (ii) decreased by the amount of cash and the Adjusted Asset Value of any property distributed to the Member, its share Losses and any items in the nature of expenses or losses that are allocated to it pursuant to this Agreement, and the amount of any of its liabilities that are assumed by the LLC or that are secured by any property contributed by it to the LLC. The foregoing provision and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b)(2)(iv), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Members shall unanimously determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the Members may make such modification.

13.2 PERSON. "Person" means any individual, partnership, corporation, trust, limited liability company, joint venture, association, or other entity.

13.3 ADJUSTED ASSET VALUE. The "Adjusted Asset Value" with respect to any asset shall be the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Adjusted Asset Value of any asset contributed by a Member to the LLC shall be the gross fair market value of such asset at the time of contribution, as determined by the contributing Member and the LLC.

(b) In the discretion of the Manager, the Adjusted Asset Values of all LLC assets may be adjusted to equal their respective gross fair market values, as determined by the Manager, and the resulting unrecognized profit or loss allocated to the Capital Accounts of the Members pursuant to Article 6, as of the following times: (i) the acquisition of an additional interest in the LLC by any new or existing Member in exchange for more than a *de minimis* capital contribution; and (ii) the distribution by the LLC to a Member of more than a *de minimis* amount of LLC assets, unless all Members receive simultaneous distributions of either undivided interests in the distributed property or identical LLC assets in proportion to their interest in the LLC.

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(c) The Adjusted Asset Values of all LLC assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, and the resulting unrecognized profit or loss allocated to the Capital Accounts of the Members pursuant to Article 6, as of the following times: (i) the termination of the LLC for federal income tax purposes pursuant to Code Section 708(b)(1)(B); and (ii) the termination of the LLC either by expiration of the LLC's term, if any, or otherwise.

13.4 ADJUSTED CAPITAL ACCOUNT DEFICIT. The term "Adjusted Capital Account Deficit" shall mean, with respect to any Member, 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:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore (pursuant to the terms of such Member's capital contribution commitment under Section 5.3, if any) or is deemed obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

13.5 CODE. The "Code" is the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

13.6 DEPRECIATION. "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 Adjusted Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Adjusted Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Adjusted Asset Value using any reasonable method selected by the Board of Managers.

13.7 LLC MINIMUM GAIN. The term "LLC Minimum Gain" shall have the same meaning as that given to the term "partnership minimum gain" as set forth in Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

13.8 MEMBER LOAN NONRECOURSE DEDUCTIONS. "Member Loan Nonrecourse Deductions" means any LLC deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Sections 1.704-2(i)(1) and (2) of the Regulations.

13.9 NONRECOURSE DEDUCTIONS. "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations. The amount of Nonrecourse Deductions for a fiscal

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year of the LLC shall equal the net increase, if any, in the amount of LLC Minimum Gain during that fiscal year, determined according to the provisions of Section 1.704-2(d) of the Regulations.

13.10 PROFITS AND LOSSES. "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 13.10 shall be added to such taxable income or loss;

(b) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 13.10 shall be subtracted from such taxable income or loss;

(c) In the event the Adjusted Asset Value of any LLC asset is adjusted pursuant to Section 13.3 hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of LLC property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Adjusted Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Adjusted Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 13.6 hereof; and

(f) Notwithstanding any other provisions of this Section 13.10, any items which are specially allocated pursuant to Section 6.3 or Section 6.4 hereof shall not be taken into account in computing Profits or Losses.

13.11 SECTION 754 ELECTION. The Manager may, in its discretion, make an election under Section 754 of the Code.

13.12 TREASURY REGULATIONS. "Treasury Regulations" shall mean the Income Tax Regulations promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

13.13 VOTING UNITS. Any use of the term "Voting Units" shall be equivalent to the process determined in Section 3.7 of this Agreement.

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

MEMBERS:

Cannacounsel, LLC, a/b/a Shift Cannabis Co., a Colorado limited liability company

By: _____
Travis Howard its GM
1750 30th Street No. 201
Boulder, CO. 80301

Matt Clarke

_____
1322 Paseo de Peralta,
Santa Fe, New Mexico 87501,

Bootstrap Capital, LLC,
a New Mexico limited liability company,

By: _____
James Hayes, Manager
P. O. Box 23022
Santa Fe, New Mexico 87502

_____

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EXHIBIT A

SCHEDULE 2 OF MEMBERS

Name / Address	Capital Contribution	Voting Units	Voting Ratio	Ownership Units	Ownership Ratio
Shift Cannabis Co.	$150,000	35.3	35.3%	35.3	35.3%
Matt Clarke	$225,000	52.9	52.9%	52.9	52.9%
Bootstrap Capital LLC	$50,000	11.8	11.8%	11.8	11.8%
Unissued Units		100		100	
TOTAL		200	100%	200	100%

Initials of General Manager _____

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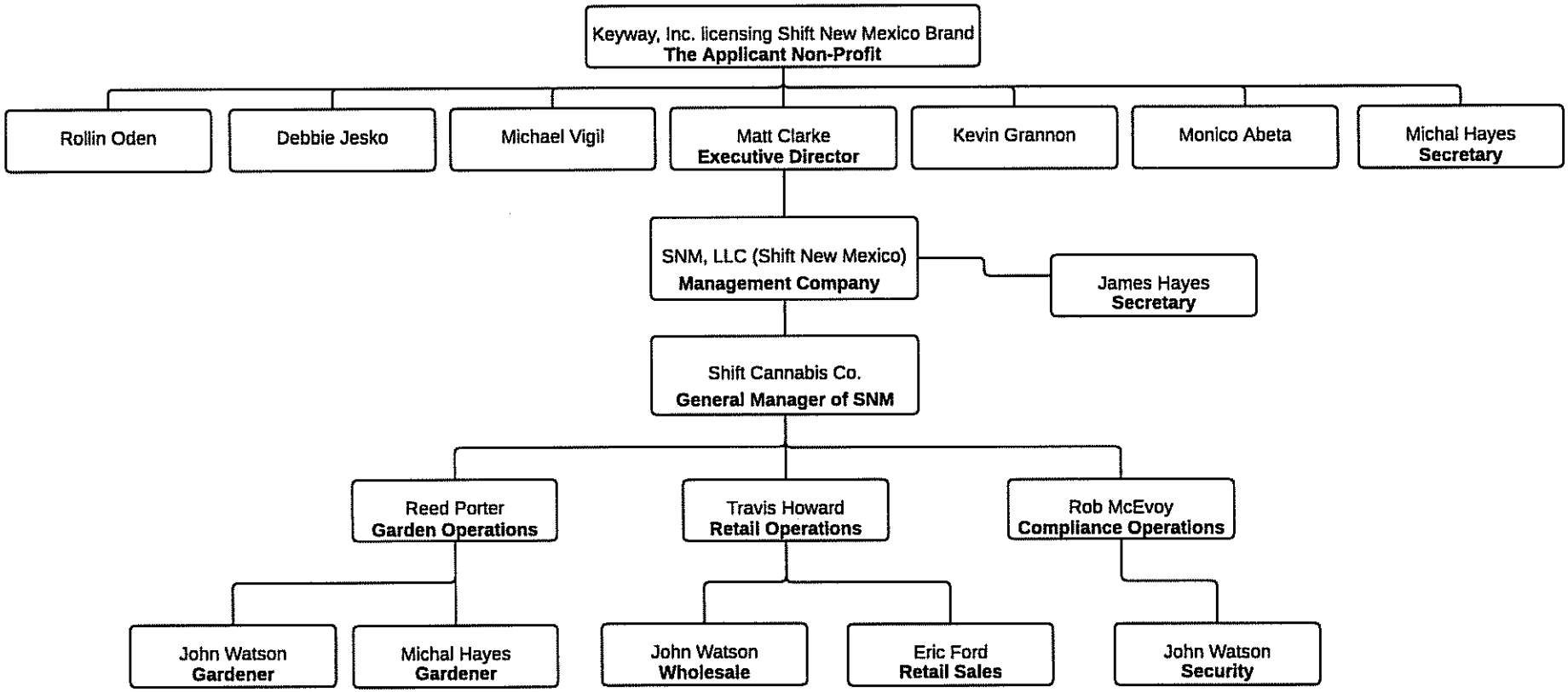
Keyway Inc. as Shift New Mexico Brand Organizational Chart



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Matt Cantou Clarke

Experience

Cantou Clarke Law: June 2013- Present **Santa Fe, NM**

-Started solo practice focused primarily on Children's Court Respondent Contract duties.

Clark & Jones Law Firm: March 2010-May 2013 **Santa Fe, NM**

-Contract Respondent Attorney for 1st Judicial District starting July 2010-Present.

-Associate Attorney practicing criminal defense and family law in District and Magistrate Courts.

-Felony, Juvenile, and Misdemeanor Contract Attorney, 1st Judicial District Public Defender's Office.

Peacekeepers Domestic Violence Program: March 2010-October 2010 **Espanola, NM**

-Contract Attorney providing civil legal aide to domestic violence victims from the Eight Northern New Mexico Pueblos.

-Practice in Tribal Courts regarding Protection Orders, Divorces, and Child Custody and Support issues.

1st Judicial District Attorney's Office: July 2008-March 2010 **Santa Fe, NM**

-Senior Trial Attorney - General Felony Prosecutor

-Practiced eighteen months in the Santa Fe County District Court in front of Judges Pfeffer and Vigil.

-Prosecuted hundreds of felony cases including murders, vehicular homicides, armed robberies, aggravated batteries and assaults, sex crimes against children, felony DUIs, residential and auto burglaries.

2nd Judicial District Attorney's Office: September 2007-July 2008 **Albuquerque, NM**

-Assistant District Attorney - Metropolitan Division and Community Crimes Division

-Practiced two months in the Bernalillo County Metropolitan Court in front of Judge Ben Chavez, handling hundreds of DUI and domestic violence cases.

-Practiced eight months in the Bernalillo County District Court in front of Judges Kenneth Martinez and Charlie Brown, handling hundreds of drug trafficking, drug possession, and property crime cases.

-Responsible for an average caseload of 100 active sixth month rule felony cases.

Education

University of New Mexico School of Law **Albuquerque, NM**

Juris Doctorate awarded May 2007

Honors and Awards:

-Dean's List: Fall 2007 and Spring 2007

-Dean's Award for Outstanding Contribution to the Law School Community

-2007 Joseph E. Roehl Mock Trial Scholarship recipient

Activities:

-UNMSOL National Mock Trial Team: 2007 Mock Trial Team Member and organizer of team tryouts and all practice mock trials; 2006 Mock Trial Team Swing Member (tries both sides)

-Student Bar Association: Elected 2006 SBA 2nd Vice President (highest SBA position available for 2L); Organized and implemented 2006 mentorship program for incoming students; Elected 2005 1L SBA Representative

Relevant Coursework:

-Criminal Law in Practice (See 2nd Judicial District Attorney's Office, Evidence and Trial Practice, Advanced Trial Practice, Criminal Procedure I and II, Advanced Legal Research, Criminal Law, and Constitutional Law

George Washington University **Washington, DC**

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BA in Political Science and Minor in History awarded May 2002

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IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

Certificate

STATE OF NEW MEXICO }
} *ss.*
SUPREME COURT }

I, JOEY D. MOYA, Chief Clerk of the Supreme Court of the State of New Mexico, hereby certify that upon passing a written examination prescribed by the New Mexico Board of Bar Examiners,

MATT CANTOU CLARKE

was admitted to practice law in the Supreme Court and other courts of the State of New Mexico on September 27, 2007 *and has at all times since been and is now a member of the Bar of said Supreme Court in good standing.*

"Good standing" means that the attorney is current on payment of State Bar dues; has complied with Minimum Continuing Legal Education requirements; and is not presently under either administrative or disciplinary suspension. No disciplinary action involving professional misconduct has been taken against the attorney's law license. This certification expires 30 days from this date, unless sooner revoked or rendered invalid by operation of rule or law.

WITNESS, My official signature and the seal of said Court this 21st *day of* April, 2015

Joey D. Moya
Chief Clerk of the Supreme Court of the State of New Mexico

By Madeline Garcia
Chief Deputy Clerk

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Course Attendance Record
2015 Credits Required by 12/31/2015

Attorney Mr. Matt Cantou Clarke
2015 Compliance Year ending December 31, 2015

Date	Course Title	Total Credits	Year(s)Credits Posted 12/31/2014	12/31/2015	Carry Forward to 2016	Aged/Excess Credits
1/9/2013	Childrens Law Institute	8.70G	8.70G			
1/9/2013	Childrens Law Institute	1.50E	1.20E			
6/5/2013	2013 Annual Conference	8.00G	1.30G			6.70G
6/5/2013	2013 Annual Conference	2.00E	0.80E			1.20E
1/15/2014	Childrens Law Institute	10.00G		10.00G		
1/15/2014	Childrens Law Institute	1.50E		1.50E		
7/30/2014	Essential Information for Practicing and Presiding In Child Welfare Cases	3.40G				3.40G
7/30/2014	Essential Information for Practicing and Presiding In Child Welfare Cases	2.50E		0.50E		2.00E
1/7/2015	Childrens Law Institute	7.00G			7.00G	
1/7/2015	Childrens Law Institute	1.50E			1.50E	
3/20/2015	Impact of the Legal System on People of Color	4.50G			3.00G	1.50G

2015 Requirements Met or Waived: Y
2015 Credits Still Required: N

Fees Owed: N

Course Attendance Record is not intended to be used as an official transcript. The information displayed is to assist attorneys in tracking credits earned. Official compliance/non-compliance notification is pursuant to NM MCLE Rule 18-301(D).

LEGEND:
E = Ethics/Professionalism
G = General
P = Professionalism
S = Self Study
T = Teaching
Y = Yes
N = No

Last Update: 4/1/2015

Effective with the 2011 Compliance Period "E" is Ethics/Professionalism

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It is with great pleasure that I submit to the Department of Health the attached application for approval of a license to grow and distribute medical cannabis. As Executive Director of Keyway Inc., I submit this application on behalf of a team of experienced, dynamic, and dedicated individuals who are committed to conduct our work with the utmost integrity, accountability, and transparency. This application brings together a unique team that includes experienced growers, marketers, financiers, legal professionals, patients, medical experts, pillars of the community.

Based on my service and work in New Mexico, I see a wonderful, unique, and rich community that is suffering from a great need for more creative, specialized, and dynamic treatment options. Debilitating medical conditions and the cycle of poverty tear at the fabric of our community and families. Delivery methods to serve those experiencing issues related to behavioral health, cancer, pain management, addiction, ADHD, and PTSD must be improved and expanded. Addressing chronic social issues including poverty and violence require using every tool in the toolbox.

These medical and cultural conditions cross over political and class lines effortlessly, and in an odd sense they bring our community together. While reaching out to members of our community in preparing this application, every person I contacted personally knew one or more people that have benefitted from, or could benefit from, medical cannabis. The evolving politics, policies, procedures, and regulations of medical cannabis are paving a path for more creative, specialized, and dynamic treatments for the conditions that hold our community back. I have put my career, reputation, and personal assets into this endeavor to contribute to this progress.

My role in this venture is to bring the best possible team together and ensure that our operation is conducted with the utmost integrity. Our team is composed of individuals with diverse and broad skill sets, varying perspectives, respect in the community, and unmatched expertise and experience. We have designed an organization and business that will be financially sound and meet specific scientific and geographic needs for treatment. I am professionally poised to dedicate my time, effort, and ability to work closely with all members of this organization.

As a practicing attorney, I have worked hard to serve my community, but the narrow scope of advocating one case number at a time is not enough. As a district attorney, with great deliberation, purpose, and prioritization, I sent many people to prison for terrible actions. As a public defender, I kept many people from going to prison and minimized damages to their freedom and futures.

My first personal experience influencing positive change with a broader scope came while working as a child abuse and neglect attorney. There, I contributed to the reunification of parents with children after the State justifiably took their children into custody. I advocated for parents and children to receive any services and treatments that could allow them to move forward more successfully. Many parents have also heeded my heartbreaking advice that the most loving and caring thing they can do for their children is to relinquish their parental rights.

A very thick file stood out when I was assigned my first child abuse and neglect caseload. The file was two years in the making, way beyond acceptable timelines. I thoroughly reviewed the case and met the parties. I found significant and compelling problems related to finding and contacting the children's family members. After countless hours reconstructing two years of a case, I litigated for about nine days knowing I was going to lose. I filed an appeal and a year and a half later, the appeal was published resulting in changes to statewide policy that the State must follow to seek out all relatives of children in custody and inform them of their rights and priority for placement of a child in state custody. This achievement opened my eyes to the possibility of effecting change in a broader manner.

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I see no more commonsense or creative development in our society than the licensure of medical cannabis. There is no better example of state and local governments taking radically new approaches to the treatment of those who truly need it. I look forward to investing my time and energy in this project to contribute to this momentum. I offer my integrity and the best of my abilities, as well as those of our team, to make this organization the best it can be.

Sincerely,

Matt Cantou Clarke, esq.

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Rollin V. Oden MD, MPH

EXPERIENCE

Clinical Medicine

- Addiction Medicine educated and supervising a medication-assisted treatment program that is the largest buprenorphine-based program in the City of Santa Fe, New Mexico. It consists of pharmacologic, behavioral, and psychosocial rehabilitation components integrated with primary health care.

- Obstetrics Fellowship trained for cesarean sections, operative deliveries, and high-risk obstetrics. My fellowship included a three week elective in Malawi doing operative obstetrics and twin gestation deliveries. I developed an Access-based database for the in-patient obstetrics service and started a research project on adverse outcomes in patients with gestational impaired glucose tolerance.

- Bwaila Hospital in Lilongwe, Malawi is the referral obstetrical hospital for women who cannot pay for their medical care in the catchment area surrounding the capital city. I went there in the January 2010 providing obstetrical services to these women in a team comprised of both national and expatriate staff as an elective rotation as part of my obstetrics fellowship. The hospital delivers about 1000 babies per month and has only two fetal monitors. It completely challenged my usual methods of ascertaining the progress of labor and the well-being of the fetus. Despite these limitations I learned how to trust the national staff who know well how Malawians labor and deliver and at the same time was able to bring my knowledge to bear on improving newborn outcomes.

- Nicaragua Primary Health Clinic activities have been part of the Family Medicine Residency. I made two and three week trips to the Mongallo and Negrowas clinic as an elective rotation in my Family Medicine Residency in 2008 and 2009 where I provided diagnostic and treatment care to the Nicaraguans who live in a severely impoverished area. The clinic is staffed by a Department of Health Registered Nurse year round and our visits were used to provide furlough for her and increased capacity for medical screening and treatment. Our only diagnostic tools were our stethoscopes, a hematometer, urine dipsticks, blood pressure cuffs, glucometers, oto-opthalmoscopes, and our eyes, ears, and hands. Despite these limitations we diagnosed the gamut from acute appendicitis, pre-eclampsia, premature labor, diabetes, and

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hypertension as well as the usual aches and pains that affect people whose lives are dependent on unremitting physical labor.

- Resident in Family Medicine in a community health center dedicated to providing healthcare for the underserved in a mainly Hispanic population. FI gained fluency in medical Spanish.

- Anesthesiologist in a hospital-based anesthesia practice at Scripps Green hospital as an employee of Anesthesia Services Medical Group providing anesthesia for the full spectrum of surgical cases including major vascular and pain management. I have made multiple trips to rural Mexico with plastic surgery teams and provided anesthetics in resource constrained environments.

- Director of Pain Clinic at the UCSD Medical Center where my responsibilities included program development, managerial functions, personnel supervision, personnel training, budget formulation, community outreach and in-service education.

Public Health

- Rural Health Initiative China, Guangxi Province was an exploratory mission undertaken by Doctors Without Borders to evaluate township hospitals and village healthcare providers for the need for an intervention by the NGO. The project included comprehensive assessment of facilities and personnel; development of a project proposal; delineation of budget and resources; and, presentation of the project to Medecins Sans Frontieres operational center in Paris.

- Consultant for the Columbia University School of Public Health PEPFAR funded HIV/AIDS program in Nigeria. Developed epidemiologic models for the treatment program with a linked drugs and materials supply chain management system. The project entailed the roll-out of ART programs in two states in Nigeria. We developed a clinical care model that predicted the needs for clinical resources and consumables including laboratory supplies and both ART and OI medications. Made comprehensive assessments of fixed assets and developed terms of reference for rehabilitation of existing facilities. Planned PMTCT activities in line with the Nigerian national HIV treatment guidelines.

- Consultant for Clinton Foundation HIV/AIDS Initiative for the development of an operational plan for care and treatment of persons living with HIV/AIDS in Lesotho. Developed a six year business plan for the government sponsored GFATM grant. The business plan included comprehensive clinical care models and epidemiological projections to facilitate financial projections.

- Technical Assistant to the Ministry of Health and Social Welfare, Kingdom of Lesotho. Designed the Procurement and Supply Management Plan for the national GFATM Grant and assisted in the development of the Monitoring and Evaluations Plan for the GFATM grant. Worked with the Ontario Hospital Association to develop and open the first Government of Lesotho ART clinic.

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Information Systems

- Epidemiology and supply chain management modeling was done for both the Lesotho ART roll-out project and in Nigeria in the PEPFAR Phase I project. In Lesotho I developed comprehensive epidemiology models that were linked to supply chain spreadsheets to facilitate accurate predictive models for drug acquisition. In Nigeria I used similar techniques to construct both predictive and tracking spreadsheets for ART medications. These projects were both done in Microsoft Excel software.

- Database development for tracking of clinical activities has been a pet project of mine throughout my recent Family Medicine Residency and has culminated in the implementation of a Microsoft Access database for acquiring the clinical course of all patients evaluated and/or admitted to our Obstetrics Service. It acquires basic demographic, clinical, personnel, and disposition data. It could be readily adapted for use in any size project to acquire information for both statistical and quality improvement purposes.

EDUCATION

Boston University, School of Public Health
Boston, MA ▪ 6/12/2003 - 9/3/2004
MPH International Health Concentration
Included a semester long course on managing disasters and complex humanitarian emergencies and SPHERE training.

University for Humanistic Studies
Solana Beach, CA ▪ 9/12/1993 - 8/26/1996
Doctoral Candidate in Integral Studies

University of California, San Diego, School of Medicine,
La Jolla, CA ▪ 9/25/1978 - 5/30/1982
MD A. Baird Hastings Honor Society

California State Polytechnic University
San Luis Obispo, CA ▪ 9/16/1975 - 3/17/1979
BS Biochemistry

Cuesta College
San Luis Obispo, CA ▪ 9/13/1971 - 6/5/1975
AS Nursing Science

Instituto Allende
San Miguel de Allende, Mexico ▪ 2/4/1968 - 9/17/1968
Major Fine Art Photography

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California State Polytechnic University
San Luis Obispo, CA ▪ 6/16/1967 - 6/7/1968
Major Photojournalism

POST-GRADUATE MEDICAL EDUCATION

Greater Lawrence Family Health Center
34 Haverhill St. Lawrence MA 01840
Lawrence, MA ▪ 8/1/2009 - 7/31/2010
Fellow (PGY4), Family Medicine Obstetrics

Greater Lawrence Family Health Center
34 Haverhill St., Lawrence MA 01840
Lawrence, MA ▪ 6/14/2006 - 6/26/2009
Resident (PGY1-3), Family Medicine

University of Washington Medical Center
1959 Northeast Pacific Street, Seattle WA 98195
Seattle, WA ▪ 7/1/1985 - 6/30/1986
Fellow (PGY4), Pain Management

University of California San Diego Medical Center
200 West Arbor Drive, San Diego CA 92103
San Diego, CA ▪ 7/1/1984 - 6/30/85
Chief Resident (PGY3), Anesthesiology

University of California San Diego Medical Center
200 West Arbor Drive, San Diego CA 92103
San Diego, CA ▪ 7/1/1983 - 6/30/84
Resident (PGY2), Anesthesiology

University of California San Diego Medical Center
200 West Arbor Drive, San Diego CA 92103
San Diego, CA ▪ 6/24/1982 - 6/30/83
Intern (PGY1), Internal Medicine

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EMPLOYMENT AND VOLUNTEERISM

Santa Fe Community Guidance Center
Santa Fe, NM ▪ 1/13 - present
Medical Director
Primary Care and Addiction Medicine Physician

Northern Navajo Medical Center
Shiprock, NM ▪ 9/2011 - 9/2012
Primary Care Physician

Locum Medical Group
Cleveland, OH ▪ 7/25/2011 - 9/25/2011
Locums primary healthcare coverage at Indian Health Service Hospital in Barrow, Alaska

Chimala Mission Hospital
Chimala, Tanzania ▪ 4/18/2011 - 7/11/2011 (planned)
Primary and Obstetrical Health Care in a rural African Health Center
Lynn Community Health Center
Lynn, MA ▪ 1/4/2011 - 3/30/2011
Locums primary healthcare coverage for a provider on maternity leave

Locum Medical Group
Cleveland, OH ▪ 10/29/2010 - 1/2/2011
Locums primary healthcare coverage at Indian Health Service Hospital in Barrow, Alaska

Doctors Without Borders (Medecins Sans Frontieres)
NYC, NY ▪ 9/1/2010 - 11/5/2010
Primary Healthcare and Public Health Consultant

Greater Lawrence Family Health Center
Lawrence, MA ▪ 8/1/2010 - present
Primary Healthcare Provider and Obstetrics In-patient Service

Greater Lawrence Family Health Center
Lawrence, MA ▪ 8/1/2009 - 7/31/2010
Fellow in Obstetrics and Primary Health Care Provider

Columbia University School of Public Health
Nigeria ▪ 2/1/2006 - 5/1/2006
Consultant in Public Health

Clinton Foundation HIV/AIDS Initiative
Lesotho and New York City ▪ 9/1/2004 - 1/31/2006
Consultant in Public Health

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Ministry of Health and Social Welfare
Lesotho ▪ 6/4/2004 - 6/15//2005
Consultant in Public Health,
Technical Assistant in HIV/AIDS

Berkeley Academy
Berkeley, CA ▪ 9/1/2002 - 1/31/2003
Middle School Teacher of math and science

Esalen Institute
Big Sur, CA ▪ 9/7/1997 - 1/31/2000
Work Scholar

ant works photography
self-employed ▪ 9/1/1996 - present
travel, documentary, and environmental portraiture photography

Anesthesia Service Medical Group, Inc.
San Diego, CA ▪ 7/1/1989 - 8/28/1996
Staff Anesthesiologist
Director of Pain Management
Green Hospital of Scripps Clinic, La Jolla, CA

University of California
San Diego, CA ▪ 7/1/1987 - 6/30/1989
Assistant Professor of Anesthesiology
Director of Pain Management
Director of Research, Hospice of San Diego

University of Washington
Seattle, WA ▪ 7/1/1986 - 6/30/1987
Assistant Professor of Anesthesiology

University of Washington
Seattle, WA ▪ 7/1/1985 - 6/30/1986
Clinical Instructor in Anesthesiology

Grossmont Hospital
Lemon Grove, CA ▪ 7/6/1979 - 6/4/1982
Registered Nurse, Medical ICU

Scripps Clinic
La Jolla, CA ▪ 11/10/1978 - 6/30/1979
Registered Nurse, Medical ICU

San Luis Obispo General Hospital
San Luis Obispo CA ▪ 7/6/1975 - 7/31/1978
Registered Nurse, Mental Health Clinic

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French Hospital
San Luis Obispo CA ▪ 8/1/1976 - 8/31/1978
Registered Nurse, Emergency Department and Medical ICU

Atascadero State Hospital
Atascadero CA ▪ 6/1/1971 - 11/30/1976
Psychiatric Technician and Registered Nurse

HOSPITAL AFFILIATIONS

Samuel Simmonds Memorial Hospital — Inactive
1296 Agvik Street
Barrow, AK 99723
12/2010-2011

Lawrence General Hospital — Imctive
1 General Street
Lawrence, Massachusetts 01841
7/2009 to 2011

Scripps Green Hospital — Inactive
10666 N. Torrey Pines Rd.
La Jolla, CA 92037
1989 - 1996

UCSD Medical Center - Hillcrest — Inactive
200 West Arbor Drive
San Diego, CA 92103
1987 - 1989

University of Washington Medical Center — Inactive
1959 NE Pacific St.
Seattle WA 98195
1985 - 1987

PUBLICATIONS

Oden, R., M. M. Mitchell, et al. (1983). "Detection of end-exhalation period by airway thermistor: an approach to automated pulmonary artery pressure measurement." Anesthesiology 58(5): 467-71.

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Oden, R. Editor. (1986). *Acute and Postoperative Pain Management.* Anesthesiology Clinics of North America; W.B. Saunders, New York.

Ready, L. B., **R. Oden**, et al. (1988). "Development of an anesthesiology-based postoperative pain management service." Anesthesiology 68(1): 100-6.

Oden, R. V. (1988). "Etiology of pain and altered consciousness following epidural injection of morphine." Anesthesiology 69(2): 287-9.

Dobratz, M. C., K. M. Burns, **R.V. Oden.** (1989). "Pain in home hospice patients: an exploratory descriptive study." Hospice Journal 5(3-4): 117-33.

Caplan, R. A., L. B. Ready, **R.V. Oden.** (1989). "Transdermal fentanyl for postoperative pain management. A double-blind placebo study." JAMA 261(7): 1036-9.

Oden, R. V. and T. G. Karagianes (1991). "Postoperative myocardial ischemia masked by epidural fentanyl analgesia." Anesthesiology 74(5): 941-3.

PROFESSIONAL

Licensure Qualifications:

NBME #: 32616211

NBME Part 1 Passed 6/10/1980 one attempt
NBME Part 2 Passed 4/06/1982 one attempt
NBME Part 3 Passed 3/09/1983 one attempt

Medical Licenses:

Commonwealth of Massachusetts ▪ 240051 originally issued 6/17/2009	active
State of California ▪ G52638 originally issued 6/25/1984	inactive
State of Washington ▪ 22695 originally issued 3/26/1985	inactive
Vermont ▪ 060-0003479 (resident education permit) issued 5/31/2007	inactive
Alaska ▪ inactive	
New Mexico ▪ MD2012-0742	

Board Certifications:

American Board of Addiction Medicine ▪ 2015-2025
American Board of Family Medicine ▪ 2009 - 2019
American Board of Anesthesiology ▪ 1987 - present
Added Qualifications in Pain Management ▪ 1993 - 2003

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Registrations

DEA: FO1573648 issued 08/05/2009
Massachusetts Controlled Substances: MO0765125A issued 6/24/2009
New Mexico Controlled Substances
NPI: 1245209147

Certifications:

Advanced Life Support in Obstetrics exp: 6/7/2012
ALSO Instructor exp: 4/2015
Cardiac Basic Life Support exp: 3/14/2012
Advanced Cardiac Life Support exp: 3/14/2012
Pediatric Advanced Life Support exp: 3/20/2010
Advanced Trauma Life Support exp: 4/1/2013

MEMBERSHIPS

American Academy of Family Practice

American Society Of Addiction Medicine

REFERENCES

Andrew Smith, MD
Associate Director
Family Medicine Obstetrics Fellowship
Greater Lawrence Family Medicine Residency
34 Haverhill Street
Lawrence MA 01841
Work: 978-686-6444
Cell: 508-843-3024
Email: asmith@glfhc.org

Eloise Edgings-Pryce, MD
Faculty Member
Family Medicine Obstetrics Fellowship
Greater Lawrence Family Medicine Residency
34 Haverhill Street
Lawrence MA 01841
Work: 978-689-6836
Cell: 978-273-7157
Email:eedgings@glfhc.org

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Nirmala Sambangi, MD
Faculty Member
Family Medicine Obstetrics Fellowship
Greater Lawrence Family Medicine Residency
34 Haverhill Street
Lawrence MA 01841
Work: 978-691-6227
Cell: 978-806-6739
Email: nsambangi@glfhc.org

Stephen Buttenweiser, MD
Greater Lawrence Family Health Center
34 Haverhill Street
Lawrence MA 01841
Work: 978-689-6454
Email: sbuttenwieser@glfhc.org

Mary Kay Nordling, MD
Greater Lawrence Family Health Center
34 Haverhill Street
Lawrence MA 01841
Work: 978-689-6627
Cell: 978-857-6494
Email: mnordling@glfhc.org

Anthony Valdini, MD
Greater Lawrence Family Health Center
34 Haverhill Street
Lawrence MA 01841
Work: 978-689-6623
Cell: 978-857-0301
Email: avaldini@glfhc.org

Scott Early, MD
Chief Medical Officer
Lynn Community Health Center
269 Union Street
Lynn MA 01905
Work: 781- 581-3900
Email: searly@lchcnet.org

RFA 9.9

Debbie Jo Jesko

May 13, 2009

Union County General Hospital
301 Harding
Clayton, NM 88415

Dear Ms. Bradley

I was pleased to learn of your need for a registered nurse at Union County General Hospital. My career goals and previous experience are directly in line with this opportunity. My experience and education have provided me with appropriate knowledge of medical/surgical/trauma patient care, family relations, and other relevant skills required of an effective team player.

Qualifications:

- Experience with providing nursing care to preoperative and postoperative patients
- Experience with total hip arthoplasty and patients with pelvic fractures; use of bucks traction device, abductor pillows
- Experience with trauma patients with closed head injuries, facial fractures
- Experience in patient care of turp procedures, patients with pancreatitis
- Frequent commendations by patients and families for providing exceptional care.
- Employee recognition for dedication, excellent performance, leadership and patient advocacy
- Experience in the pediatric clinical setting
- Experience in immunizations of children
- Experience in the NICU department

My strong initiative and exceptional organizational skills, combined with my ability to work well under pressure, will enable me to make a substantial contribution to Union County General Hospital. I believe that a challenging environment such as yours will provide an opportunity for me to best utilize my skills while contributing to the healthcare community, patients and their families.

Enclosed is my resume for your review. I welcome the opportunity to discuss with you personally how my skills and strengths can best serve your hospital.

Sincerely,

Debbie J. Jesko

RFA 6.9

Enclosure

Debbie Jo Jesko

OBJECTIVE

To obtain a position that will allow for career progression

Positions Held

06/09 to Present UCGH Registered Nurse

- Provided patient care to patients within established policies and procedures and professional standards to contribute to the patient's total care plan
- Made patient rounds to observe patients' conditions and vital signs and to record observations appropriately
- Assisted the physician as needed with patient rounds and treatments to provide the care the physician ordered
- Administered medications as directed to contribute to the patient's comfort and recovery
- Instructed patients and families on their treatments and medications to promote patient understanding and continuity of care
- Provided direction and delegated tasks to LPN's and Nurse Techs
- Maintained professionalism in attitude, action, and attire
- Accountable for total patient care during the shift
- Attended monthly nursing meeting
- Provided teaching/education according to assessed needs for patients, families, staff and care givers and ensured patient rights are protected
- Assisted in the Operating Room as Circulator
- Provided care to patients in the PACU
- Provided care to patients on the medical/surgical unit

07/08 to 06/09 PRMG Registered Nurse

- Provided direct patient care by assessing, planning, implementing, evaluating, and documenting individual patient needs, actions taken and patient responses
- Coordinated patient's care through collaboration with the patient/family and Healthcare team
- Administered medication and treatments as prescribed by physician, clinical path or standard protocols
- Delegated or assigned aspects of patient care to Healthcare team members commensurate with their validated competency to perform the task
- Assisted physicians with various procedures, treatments, surgical techniques

RFA 6.9

- Assisted in orientation of new staff and students, and serve as a resource person and professional role model
- Provided teaching/education according to assessed needs for patients, families, staff and care givers and ensured patient rights are protected
- Supervised LPNs and non-licensed assisting personnel
- Inventoried and ordered vaccines monthly for clinic

01/08 to 06/08 NWTH Licensed Practical Nurse

- Administered prescribed medications and treatments
- Assisted medical providers with procedures and documents on medical record
- Assisted with parent education
- Interacted effectively with parents of patients, providing instructions and information, both written and verbal, as appropriate
- Maintained established practice policies and procedures, objectives, quality program, safety, environment and infection control standards
- Sought help, communicated and cooperated with medical providers and team appropriately

06/07 to 12/07 University Medical Center Licensed Practical Nurse

- Administered prescribed medications and treatments
- Assisted medical providers with procedures and documents on medical record
- Assisted with patient education
- Assisted in screening of patients, in collaboration with care manager
- Interacted effectively with patients, providing instructions and information, both written and verbal, as appropriate
- Assisted certified medical assistants with patient preparation/rooming patients
- Maintained established practice policies and procedures, objectives, quality program, safety, environment and infection control standards
- Seeks help, communicates and cooperates with medical provider and team appropriately

08/04-06/07 Dillard's Sales Associate

- Provide good customer service
- Stock and display merchandise

09/95-01/04 Poole Chemical Company, Inc. Accounts Payable Manager

- Personal secretary to the owners, attended to many confidential matters
- Matched and processed 1500 plus invoices per month

RFA 6.9

- Took orders, shipped railcars with products manufactured at Poole Chemical Company
- Negotiated freight contracts with the different railroads
- Responsible for Data Communications
- Managed confidential pre-employment and random drug screening
- Recorded vacations and sick leave
- Created and maintained a 1300 name and address database in Excel
- Made and distributed purchase order numbers to managers
- Reconciled bank statements
- Ordered and issued safety equipment for the employees

09/03-12/03 Union County General Hospital Nurse Tech

- Admitted patients to the clinic for appointments
- Assessed patient vitals and recorded history
- Assisted the doctors with procedures
- Filed medical records

06/92-08/95 N. O. Brane Inc. Clerk

- Computed payroll for companies
- Computed and filed various federal and state employment reports
- Posted and reconcile bank statements
- Prepared tax returns and assisted clients with filing

EDUCATION

BSN, Eastern New Mexico University, 2009 -in progress
Associate Applied Science Nursing, Clovis Community College, 2007
Certificate of Completion Practical Nursing, Clovis Community College, 2006
Certified Nursing Assistant, New Mexico, 2004

LICENSURE/CERTIFICATION
Certification of completion Practical Nursing, Clovis Community College, 2006
PALS Provider, expires 01-2016
ACLS(Advanced Cardiovascular Life Support), expires 05-2017
TNCC (Trauma Nurse Core Course) expires 10-2017
NRP(Neonatal Resuscitation Program) expires 10-2015
Healthcare Provider (CPR and AED Program) expires 09-2016
Annual Bloodborne Pathogens 3-11-2015
New Mexico Department of Health Pertussis 03-2015
New Mexico Department of Health Bureau of Health Emergency Management/EMS Bureau 03-2015

RFA 6.9

Union County General Hospital Appreciation Award for 5 years of Service 12-2014
PAT on the Back award for high work ethics and integrity in a job well done 1-2015

SPECIAL SKILLS
Ability to operate Word Processor and Type 75 WPM; First Aid and CPR certified

Fetal Monitors, Cardiac Monitors, EKGs, Blood Draws, Starting IV's

MEMBERSHIPS

Student Nurses Association
Infection prevention and control committee, UMC

RFA 6.9

New Mexico Board of Nursing

Online Licensee/Certificate Holder Lookup Results

These search results were executed at 10:46am on 4/24/2015These search results were executed at 10:45am on 4/24/2015

Search Results	
Name:	JESKO, DEBBIE JO
Title:	Registered Nurse
License #	R66817
Issue Date:	10/24/2008
Expiration Date:	10/31/2016
Current License Status:	Active
MSR Status:	Multi-state Compact

RFA G-9

Monico R Abeyta

(505)

Objective:
To continually learn, and improve my care giving skills along with branching out to new ways to advocate for people that are unable to help themselves.

Qualifications:
- More than nine years experience with disabled adults.
- Excellent knowledge of controlled medication safe handling and security methods.
- Great ability to provide leadership and insightful ideas.
- Very qualified in all growing techniques for indoor and outdoor gardening.
- Very knowledgeable in building and maintaining a wide array of buildings and equipment.
- Uncommon ability to contribute as a team member.
- Deep commitment on helping people that are disabled or in need of help

Experience:
Aug. '04 - Aug. '05 – Wal Mart: *Loss prevention(secret shopper)*
- In charge of preventing theft from shoppers and employees,
- Setting up new Wal Mart security systems and testing them for effectiveness.
- Detaining people in the act of criminal behavior, and providing to safety of shoppers

Nov. '02 – '07 – Rivera Rentals :***Maintenance supervisor***
- Servicing A.C and HVAC units
- Painting interior and exterior building and pool areas
- Tile, drywall, roofing, plumbing, electrical, and carpet installation and service
- Maintained a clean, caring and healthy environment for children and adults.
- In charge of scheduling and supervising construction and remodeling projects
- Responsible for invoicing and collection of residential fees.

May '04 – Present- Earth W.I.P.P: ***HR and safety specialist Manager***
- Overseeing department functions and managing employees.
- Excel in effective speaking and listening skills and able to communicate effectively with all ages including.
- Worked well in a team environment as well as individually.
- Managed employees, Leave usage, compensation and benefits.
- Review, evaluate, and analyze work environments and design programs and procedures to control, eliminate, and prevent disease or injury caused by chemical, physical, and biological agents or ergonomic factors. Conduct inspections and enforce adherence to laws and regulations governing the health and safety of individuals.

July '07 – Present Deparment of Health: ***Home Health aid Supervisor***
- Providing safety searches for contraband. Attending meetings on individuals development.
- To insure safety and health of developmental disabled individuals, de escalate physical aggression from individual receiving services.
- Training and coaching employees on job duties, manage employees disagreements, manage individual budgets and accounts, manage and create work schedule.
- Insure controlled medication is accordance with DOH policy and producers.
- Maintain an inventory that will insure supplies will not run out.
- Insure all paper work is up to date and turned in on time.

Education:

RFA 6-9

*Jan'04 – May '04 Attended:University of New Mexico; **Certified Nursing Assistant Program**
*Aug. '2000 – May '2004 Attended: Belen High School:
Received: Diploma; 3.5 g.p.a

Skills:

- *Mentoring and skills teaching*
- *Multidisciplinary Approach*
- *Computer skills: word, excel, power point*
- *Assessment/ Recording*
- *Team cooperation*
- *Team Management*
- *CPR and First Aide Certification*
- *Employee motivation Coaching*
- *Controlled medication safe handling*
- *indoor and outdoor gardening*
- *water and soil management*
- *building and construction*

Contact References:

Sean Eakin
Wal Mart
Los Lunas,NM,87031
(505) 304-1139

Lawrence Moya
Direct Care
Belen, NM,87002
(505) 450-3850

Mirella Rivera
Rivera Rentals
Belen,NM,87002
(505)440-2592

RFA 6.9

Hello my Name is Monico Abeyta. I'm a 29 year old native New Mexican. I have lived in New Mexico my hole life.. I have had many jobs and even went threw the certified nursing assistant program at UNM..My current passions include farming, mechanics, building, and advocating for people that are unable to help themselves. .My current job is with the Department of Health, Los Lunas Community program, where I have been a public servant, and helping people with Developmental disabilities for over seven years..I currently own my own home in Belen, New Mexico with my wife, dogs, cats, and chickens.

Being a native New Mexican I fill like I understand the struggles and sacrifices most people half to go threw in New Mexico.. I care deeply how New Mexico is represented threw programs like the Medical cannabis program. I do realize that alot of state and federal programs are watching New Mexico's cannabis program due to the success and industry sanders it has shown. That is why I fill anyone in the Cannabis program needs to be a role model, and provided the safest and highest quality medication for the patiences.

I have worked very hard my hole life. I don't belive in cutting corners. I even took the nursing assistant program at UNM just to learn the right way to take care of my sick grandmother. After she passed I felt like I found my passion in life, taken care of the unfortunate. Sense then I have dedicated my life to helping people that cant care for themselves . I enjoy knowing that the program I work for also strives to help people that have no way of helping themselves. I've always been a believer of even one person can make a difference..

With trying to help out the less fortunate, I have learned and found many passions in life. I enjoy working outdoors with my hands. I love growing edible plants and food for my family. I love reading and learning new things every day. I'm currently learning how to work and maintain houses on my spare time, so one day I can help people that can't afford to adapt there home for there medical needs. It's hard for me to see a person to be taken advantage of. So I regularly help people I know can't help themselves in meetings, and receiving services they need.

With my job at the Department of health I have worked myself up to a supervisor of a facility that supports people with developmental disabilities in day to day life. I'm in charge of make sure the individuals have all the services, right medications, and live a meaningful safe life. I'm also in charge of insuring all medications are the right doses, secured, and accounted for. I'm also in charge of a number of employees that care take for individuals with developmental disabilities. Including giving performance reviews and disciplinary actions. Not to many people in joy there jobs now a days. I'm one of those that is the exception. I love my job and being able to impact people's lives for the better.

RFA 6.9

MICHAL MOKRYN HAYES

[redacted]

PROFESSIONAL ACCREDITATION
Massachusetts State Bar, December 2002
New Mexico State Bar, September 2003

EDUCATION
Vermont Law School, South Royalton, VT
J.D. awarded May 2002; Class Rank: Top 25%

- Researched, drafted and presented an appellate argument before the Vermont Supreme Court, 2002
- Debevoise Scholar 1999, 2000 and 2001; American Jurisprudence Award for American Legal History
- National Lawyers Guild – VLS Chapter; Treasurer and Active Member, 2000 to 2002

Hebrew University of Jerusalem, Jerusalem, Israel
Participated in graduate courses in Middle Eastern Studies during the Fall/Winter 1997-1998

Humboldt State University, Arcata, CA
B.A. *magna cum laude*, History, June 1997

EXPERIENCE
New Mexico Department of Health, Santa Fe, NM: *Assistant General Counsel*, 3/19/2012-Present

- Varied proceedings under the NM Mental Health and Developmental Disabilities Code
- Review and advise on court orders, subpoenas, tort claims notices, and civil complaints
- Provide legal advice to the Department of Health's Public Health Division, Epidemiology and Response Division, DOH facilities and the Los Lunas Community Program
- Rule-making, review and revision of policies and procedures for the aforementioned entities
- Various bill analyses and reviews of pending legislation during the legislative session

New Mexico Public Defender Department, Las Cruces, NM; *Juvenile Public Defender*, 1/2003-11/2006; 11/2007-3/16/2012

- Representing indigent children accused of committing delinquent acts and serious crimes
- Researching and drafting memoranda, motion practice and general trial advocacy
- Linking children up with services, treatment, counseling and rehabilitative programs
- Working with the Juvenile Drug Court to support children coping with addiction
- Working as a team member with judges, prosecutors, probation officers, treatment providers and schools to develop alternatives to incarceration and detention

Committee for Public Counsel Services, Salem, MA; *Assistant Public Defender*, 12/2006- 10/2007

- Represented indigent adults charged with bind-over felonies in Superior Court

Prisoners' Rights Office, Vermont Defender General, Montpelier, VT; *Legal Intern*, 2001-2002

- Drafted an appellate brief on behalf of a disabled inmate and argued the case before the Vermont Supreme Court, and researched and drafted memoranda and motions

Mediation Program, South Royalton, VT; *Mediator*, Fall 2001

- Mediated disputes in Small Claims Courts throughout Vermont

American Civil Liberties Union, Montpelier, VT; *Legal Intern*, Summer 2001

LANGUAGES

- English, Hebrew, French and Polish

RFA 6.9

Michal M. Hayes, Esq.

Michal was born in Haifa, Israel and grew up in Queens, New York. With a sense of adventure and curiosity, Michal lived, studied and worked in Arcata, California; Los Angeles, California; Boston, Massachusetts; South Royalton, Vermont; and Jerusalem, Israel.

But, for the last decade, New Mexico has become home.

As the granddaughter of Holocaust survivors, Michal has dedicated her life's work to public service and helping at-risk and underserved populations. For nearly ten years, she represented juveniles accused of committing crimes and delinquent acts in Dona Ana, New Mexico. The children Michal defended were oftentimes abused, neglected, marginalized and voiceless. The work was invaluable, and Michal's passion lay in protecting the constitutional and legal rights of children, while also humanizing their plight.

[redacted] In 2012, she was fortunate enough to be offered a job with the department of health where Michal could continue to work towards helping all New Mexicans, including her former clients, improve their health outcomes.

Michal enjoys spending time with her sweet husband, their awesome dog, and family and friends. She continues to love traveling and being curious about the world around her. Michal hopes to serve on the Board of a reputable and dependable non-profit Medical Cannabis Producer in order to facilitate the availability and accessibility of safe and quality medicine to all New Mexicans.

RFA 6.9

[redacted]

RFAG. 9.

IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

Certificate

STATE OF NEW MEXICO }
} ss.
SUPREME COURT }

I, JOEY D. MOYA, Chief Clerk of the Supreme Court of the State of New Mexico, hereby certify that upon passing a written examinationi prescribes by the New Mexico Board of Bar Examiners,

MICHAL M. HAYES

was admitted to practice law in the Supreme Court and other courts of the State of New Mexico on September 29, 2003, and, except as noted below, has at all times since been and is now an active member of the Bar of said Supreme Court in good standing.*

"Good standing" means that the attorney is current on payment of State Bar dues; has complied with Minimum Continuing Legal Education requirements; and is not presently under either administrative or disciplinary suspension. This certification expires 30 days from this date, unless sooner revoked or rendered invalid by operation of rule or law.

WITNESS, My official signature and the seal of said Court this 27th day of April, 2015

Joey D. Moya
Chief Clerk of the Supreme Court
of the State of New Mexico

By Madelin Garcia
Chief Deputy Clerk

*NOTE: Mr. Hayes was granted inactive status on March 16, 2007, and reinstated to active status on November 28, 2007.

RFA G.9

My name is Kevin R. Grannan. I am a 53-year-old disabled veteran of the USAF. Prior to entering the building profession I was a secondary school science teacher for 13 years having taught in Nevada, Texas, and Indiana. I left the teaching profession in 2003 and started a career in Residential home construction and land development in New Mexico. This high pace building experience was fun and was a drastic change from teaching in both pace and quality of life.

[redacted] I was laid off from the construction business in Jan. of 2009 in part I feel because the symptoms I was experiencing were preventing me from being able to effectively finish my work. As my conditioned worsened, I pursued a disability claim with the Social Security Administration. I am now 100% disabled and receive monthly disability compensation.

As a result of my disability, my mental health care provider recommended the use of "non-traditional" types of medications. I have since been a holder of a New Mexico Medical Cannabis Card. I find the use of Cannabis has been personally beneficial in treating my symptoms of [redacted] I have begun a regimen of utilizing strains with high cbd content early in the day and have noticed some improvement. I feel that currently the New Mexico medical cannabis industry is lacking in strains high in cbd and it is hit or miss at times. I have experienced the dispensaries being out of the strains that benefited me most medically and that is very disheartening. Conventional methodologies of western medicine have proven highly ineffective in treating my [redacted] symptoms. I feel I live a much better quality of life because medicinal cannabis is effective in lessoning the symptoms of [redacted]

RFA G.9

RFA 6.9

Kevin R. Grannon

[redacted]

Experience: AF Veteran, Educational Science, and Construction Management

Air Force 1981-1987

- Sergeant E4
- 60% medically retired December 1987 due to loss of right lung.

Teaching Physical Science, Chemistry, Geology

- 1991-1996 Oh Callahan Middle School Las Vegas, NV
- 1996-2002 Abilene High School Abilene, Texas
- 2009-2010 Martinsville High School Martinsville, Indiana

Construction Management

- Superintendent Vantage Homes 2003-2005
- Sales Vantage Homes 2005-2007
- Land Development 2007-2009

Education: University of Nevada Las Vegas

- Earned Bachelors Degree is Secondary Education (Physical Science) with concentrations in Chemistry, Geology, Physics 1991
- Earned Masters Degree in Educational Administration 1996

Extracurricular Activities: Current Interests

- Fishing, Hunting, Silver Mining

References: Colleagues that can Verify Work Experience

- Roger Miller 505.877.3192
- David Catuccio, ABS Builders, colleague 505.865.7435

RFA G.9

Michael E. Vigil

Education

1974 University of New Mexico
B.A. Political Science

1977 University of New Mexico
J.D.

Employment

1977 – 1994

Private Practice in Santa Fe, New Mexico
Criminal defense, civil rights, personal injury, domestic, juvenile

1994 - 2012

District Court Judge
1st Judicial District (Santa Fe, Los Alamos and Rio Arriba counties)

- Chief Judge 1998-2002
- Family Court Judge 1994-1998
- Children's Court Judge 1994-1998, 2008-2012
- Presiding Judge Adult Criminal 1998-2012
- Presiding Judge of the Drug Court 1998-2012
- Presiding Judge of the Treatment Court 2005-2012

Other

1992 – 1994

Santa Fe Public Schools
Board of Education

1977 - present

Member of Board of Directors
Northern New Mexico Legal Services
Southern New Mexico Legal Services
Esperanza Shelter for Battered Families
Gerard's House
Partners in Education
Santa Fe Community Housing Trust
Prisoners against child abuse-Community sponsor
Public Defender Commission –Appointed by Chief Justice

RFA 6.9

REED L. PORTER

[redacted]

Reed is a passionate and driven entrepreneur with substantial small business development experience, focused on manufacturing, horticulture and lean processing. Interested in maintaining boutique quality cannabis on commercial scale with efforts towards cultivating genetics with diverse cannabinoid profiles. Areas of focus include business development, project management, strategic planning, developing manufacturing systems, and supply chain management.

PROFESSIONAL EXPERIENCE:

Shift Cannabis Co. 6/2010 – Present
Founder/Managing Partner

Oversee cultivation contracts, cultivation facility design work and business development consultation for clients in Alaska, California, Colorado, Illinois, Maryland, New Hampshire, New Jersey, New Mexico, New York and Washington. Directly supervise gardeners and integrate organic IPM strategies for pests, as well as viral, fungal and bacterial diseases. Have grown over two hundred different strains with varying cannabinoid ratios in rock wool, soil, and coco while developing a biological feeding schedule of organic and synthetic nutrients.

Green Dream Health Services 1/2010 – Present
Founder/General Manager

Responsible for turning caregiver grow into boutique commercial cannabis production and retail company. Oversee all aspects of business operations for both the medical cannabis center and cultivation facilities to include sales and garden management. Developed organic integrated pest management strategies for effective approaches to combat pests and disease through biological, cultural and physical controls. Have bred fifty strains focusing on producing full spectrum cannabinoid strains. Recipient of two High Times Cannabis Cup Gold Medals for Best Concentrates (2012 and 2014), one Hemp Connoisseur Championship for Best Concentrates (2013), winner of Westword's 2012 2nd Dankest Strain of The Year, and recipient of William Breathes' Best Dispensary Review of The Year.

Medical Caregiver 8/2005 –
4/2009 *Director of Operations*

Assumed the role of Caregiver for a family member suffering from severe, chronic pain. Self-educated growing organically in soil beds, hydroponically in ebb and flow, drain to waste with Rockwool, outdoor container soil growing, and organic/salt hybrid method in coco drain to waste. As a licensed Caregiver, was eventually growing for forty patients by 2009 and opened a warehouse in 2010.

Jungle Foods 8/2002 –

RFA 6.9

7/2005 *Plant Production Manager*

Helped turn a summer Farmer's Market stand into Jungle Foods; a cracker manufacturing company with full automation and twenty-five employees. Responsible for timely and consistent production, developing new production techniques, managing production supervisors and the human resources department, as well as providing employee training. Accountable for I.T and overseeing software programs such as Windows 95, 98, 2000, and XP; Citrix, Batchmaster, Mac OSX, Microsoft Office, Quicken, Payclock, and Setup. Instituted McKenzie Walk-In Dehydrator, Ilapak Overlap Machinery, Vemag Dough Extruder, Econoseal Box Former, Forty Quart Robot Coup, and Eighty Quart Hobart Mixer.

ADDITIONAL EXPERIENCE:

- Worked as a surveyor aid for Abiqui Surveying from May 2001 – August 2001, assisting in surveying mountain property in the Jemez Mountains with GPS instruments and was responsible for mapping five hundred acres of Forest Service Land for future sale.
- Worked as a project foreman for Blake's Customary Masonry from 2000 – 2001 managing job sites for all phases of installation of flagstone patios and barbeques.
- Fourth generation farmer from Ohio focusing efforts on hand watering, hand trimming, hands on gardening and overall, hand raised cannabis.

PROFESSIONAL MEMBERSHIP: National Cannabis Industry Association

EDUCATION:

University of Colorado Leeds School of Business – Boulder, Colorado
Bachelor of Science, Business Administration, May 2009
Coursework: Real Estate Development, Supply Chain Management, Entrepreneurship and Small Business Management, Project Management, Accounting, Finance, Marketing, and Management.

New Mexico Institute of Mining and Technology – Socorro, New Mexico
Attended: 2000 - 2001
Focus of Study: Mineral Engineering Specializing in Explosive Engineering
Coursework: Surveying, Geology, Engineering Economics, and Mineral Engineering.

University of Denver – Denver, Colorado
Attended: 1999 - 2000
Focus of Study: General Engineering
Coursework: Chemistry, Physics, Calculus, Statistics, Circuits, AutoCAD, MatLab, and General Engineering.

New Mexico Military Institute Junior College – Roswell, NM
Attended: 1998-1999
Focus of Study: General Business
Coursework: Business, Accounting, Finance, Management, Chemistry and Military Science.

New Mexico Military Institute High School – Roswell, NM

RFA 4.9

Attended: 1996-1998
High School Diploma, May 1998

RFA 6.9

TRAVIS L. HOWARD

[redacted]

PROFESSIONAL EXPERIENCE:

KindCreative, LLC 5/2014 – Present Boulder, CO

Founder

Currently architecting the framework for a cannabis industry creative content development firm. Having purchased KindReviews™ from CannaCounsel, KindCreative is aligning its *The Adam Dunn Show* internet radio content, its *The Cannabis Aficionado's Handbook*, its KindSociety™ fashion and clothing lines, and KindReviews' news-breaking journalism to deliver the first content marketing storyline in the industry. KindCreative is strategically, and with industry authority, developing the first cannabis echo chamber. http://www.haikudeck.com/p/LIpPGHeFr9

CannaCounsel, LLC 6/2010 – Present Boulder, CO

Founder/General Manager (CEO)

Built the structure and core team for launching the first medical marijuana full-service consulting firm in Colorado. After selling off the physician and staffing business units, (CannaStaff and CannaLicense) CannaCounsel is now focused on national lecturing on best practices, contract production services, and business operations, management, and compliance consulting.

Health Services, LLC 8/2010 – Present Boulder, CO

Founder/Director of Operations

Founded and managed a medical marijuana dispensary from the ground up, including multiple state and local license renewals. Successfully carved out a "high quality" niche in an industry nationally recognized as a "race to the bottom" price market. Created statewide brand for Green Dream and fostered the "Hand Raised Cannabis" movement, recipient of two 1st Place Cannabis Cup Awards and one 1st Place Hemp Connoisseur Award. In a juvenile stage industry, Health Services was founded on professionalism, service, and quality.

The Basix Group, LLC 10/2006 – Present Denver, CO

Founder/Attorney

Built and managed an entrepreneurial law and consulting firm specializing in small business matters.

Dealerslink, Inc. 6/05 to 10/06 – 8/08 to 5/10

Broomfield, CO

Owner/Vice President of Operations/Consultant

Partnered in introducing a software product into the automobile dealership marketplace bringing service and financial benefits for both dealerships and purchasers. Acquired and managed potential clients and business alliances delivering over $500,000,000.00 in automobiles/assets. Performed legal and market analysis, strategic marketing plan, direct sales to launch Colorado and Arizona, and human resources management to grow revenue from $0/month to $75,000/month with 300 car dealership clients. Currently perform legal and operational services on a consulting basis.

Innovative Therapists International - TalkTools® 10/2006 – 11/2007 Tucson, AZ

Co-CEO/Director of International Operations – Revolutionized the International Operations, transforming it into a solid revenue stream with value while adding distributorships. Transformed operations and business functions to reinvigorate employee morale, reduce costs, increase customer satisfaction, and grow revenue year over year. Roles performed and achievements realized include:

- Recovering $60,000 in stale accounts receivable and creating $25,000/yr licensing program
- Established first distributorships in Cyprus, Saudi Arabia, Sweden and Korea
- Reduced costs by stabilizing inventory turnover from a variable of 0.5 to 20 times per year to 4 to 6

RFA G.9

times per year

Thistle Community Housing – (Non-profit) 5/2004 – 10/2005 Boulder, CO
Development and Acquisition Assistant
Provided support to Acquisition and Development department preparing due diligence reviews, financial spreadsheets, correspondence, reporting, deal-point documentation and negotiation. Conducted policy outreach, including direct correspondence with federal legislative offices and congressional appropriations analysis for government sponsored enterprises (Fannie Mae, Freddie Mac, etc.).

Asset Management Assistant
Personally pursued and achieved tax exemption for Thistle saving over 16% of property taxes owed for 2003. Drafted and presented a proposal to modify state tax exemption regulations for non-profits, serving low-income residents. Developed a "Deal Book" template for recording financing, acquisition, and rehab/ development of past and future projects meeting legal and business requirements.

Sun Microsystems, Inc. 6/2000 – 8/2003 Broomfield, CO
IR System Technologist II
Sun Certified Systems and Network Administrator responsible for supporting thousands of users and systems through an internal call center. Chosen out of 250 employees to provide front-end support for the rebuilding of Manhattan office and services after the 9/11 collapse of Sun's World Trade Center offices.

Los Alamos Technical Associates (LATA) 1/1999 – 8/1999 Denver, CO
Network Analyst / Year 2000 Engineer
Managed portions of a network installation for a large-scale desktop rollout for the City and County of Denver to update all infrastructures and become Y2K compliant while taking 21 credits in college.

ADDITIONAL EXPERIENCE:

- Worked as summer associate for Neaton and Puklich PLLP performing legal analysis and documentation for the firm's partners. Emphasis included business entities under partnership and LLC law (UPA, RUPA, ULLCA).
- Worked as a project engineer, foreman, and carpenter for Bogard Construction, Holthouse Construction, and MacGregor Wathen Construction.

BUSINESS SYSTEM SKILLS

- Expert (Customer Relationship Management, Accounting/ERP, and eCommerce)
- Intermediate UNIX Administration

PROFESSIONAL MEMBERSHIP: Colorado and Boulder Bar Associations

EDUCATION:
University of Colorado School of Law – Boulder, Colorado
Juris Doctor, May 2006
Honors: Dean's List
Sustainable Development Law Scholarship Grantee
Activities: Construction and Real Estate Law Association, Founder/President
Colorado Legal Mediation Program, Certified Member

Colorado State University – Fort Collins, Colorado
Bachelor of Science in Business Administration with emphasis in Computer Information Systems, June 2000
Computer Information Systems Club

PERSONAL INTERESTS: I have a passion for building something new, identifying and motivating potential, increasing value through transformation, saving the world with hemp, low-income housing creation and sustainability, mountain sports, camping, and the wild animal kingdom.

RFA 6.9

Robert L. McEvoy

[redacted]

Experience

Shift Cannabis Co. **3/2014 - Present**

Principal

Serve as Senior Project Manager and Primary Controller for client ventures regarding cannabis industry license applications, cultivation facility planning, and retail operations best practices. Responsible for compliance education and employee training implementation, new business development, product and brand marketing strategies, as well as documentation transparency and records management.

The McEvoy Management Group, LLC **9/2013 - Present**

Founder/General Manager (CEO)

Specialties include the implementation of state-specific regulations and local municipality ordinances regarding cannabis packaging, labeling, and product safety. Experienced in compliance management, education coordination, corporate operations evaluation, and SEO strategies for product and community awareness. Clients include Patient's Choice of Colorado, a four-facility network offering a wide range of high quality medical and recreational cannabis products, and GreenCulturED, an online cannabis college offering comprehensive coursework and certification programs addressing all areas of the medical and recreational cannabis industry.

Accrediting Bureau of Health Education Schools (ABHES) **4/2012 - Present**

National Consultant, Pharmacy Technology Program Specialist

RFA 6.9

Robert L. McEvoy

[redacted]

Travel to proprietary colleges nationwide to audit Pharmacy program curriculum and evaluate faculty performance per ABHES and Department of Education standards. Serve as a program specialist on a national team of health education experts that is responsible for data analysis, report writing, and interviewing staff. Consult with college directors and departmental supervisors on effective strategies to improve academic programs of study and student outcomes.

Heritage College - Denver, CO **6/2010 - 11/2013**

Department Director, Pharmacy Technology

Directly supervised two full-time instructors and fifty-five students across three class sections. Ran monthly department meetings, including recording and distributing meeting minutes. Was responsible for leading in-service workshops for faculty and administration that focused on continuing education and instructional growth. Presented annually to the college Advisory Board on the state of the Pharmacy Program. Revised course curriculum and mentored staff on implementation of contemporary teaching modalities. Coordinated logistics and served as faculty liaison for monthly campus-wide Hepatitis B and Tuberculosis screening clinics. Traveled to satellite campuses to train staff on diverse presentation techniques and progressive communication methodologies. Developed and put into practice new program policies and procedures aimed at increasing staff morale as well as student retention. Maintained classroom inventory of materials and stay abreast of current educational learning tools and clinical equipment required for successful, results-based learning.

Heritage College - Denver, CO **2/2009 - 6/2010**

Lead Instructor, Pharmacy Technology

Achieved Second Runner Up Award for Instructor Of The Year for 2011. Conducted two daily, four-hour classes requiring subject presentations addressing didactic lecture theory and kinesthetic lab activities. Scheduled and performed one-on-one student conferencing as well as extracurricular tutoring. Tasked with proof reading and grading written exams, psychomotor clinical competencies, and group research projects.

RFA 4.9

Robert L. McEvoy

[redacted]

Education

James Madison University **2001-2005**

Bachelor of Arts, English Language and Literature

Professional Development **2005-Present**

Attendance of progressive career workshops includes Six Ways to Improve Nonverbal Communication, Excelling as a Manager, Creating a Positive Work Environment, Conflict Management/Calming Situation, Principles of Adult Learning, Managerial Modeling and Rewarding, as well as Teaching Transferable Skills.

Pharmacy Technician Certification Board

PHARMACY TECHNICIAN CERTIFICATION BOARD

certifies that

Robert L. Mcevoy

Has met all requirements for certification and merits the designation of

Certified Pharmacy Technician (CPhT)

Certification Number	Initial Certification Date	Renew By Date	Expiration Date
410101070962357	**October 12, 2007**	**October 31, 2015**	**November 30, 2015**

Chair, Board of Governors

PTCB
Pharmacy Technician Certification Board

Executive Director/CEO

RFA 4.9

RFA 6.9

Robert L. McEvoy

[redacted]

Mr. McEvoy has spent the better part of a decade working in pharmacy technology, auditing, and compliance. He has focused his efforts exclusively on cannabis business compliance since 2013. He holds a Bachelor of Arts from Virginia's James Madison University, and was nominated for Instructor of the Year at Heritage College, where he served as the lead instructor for the Pharmacy Technology Program before ascending to Program Director. Mr. McEvoy also serves on the Secretary of Education-recognized Accrediting Bureau of Health Education Schools (ABHES), where he audits university-level pharmacy programs, ensuring standards compliance for accreditation.

Mr. McEvoy is an experienced compliance and education officer specializing in the implementation of state specific regulations as well as local municipality ordinances. Other subjects of his expertise include corporate operations management, dynamic employee training, and proactive consumer awareness. His clients include Patient's Choice of Colorado, a four-facility dispensary network in the Greater Denver Metro Area offering a full portfolio of high quality products in both the medical and retail marijuana industries.

Currently, Mr. McEvoy serves as Principal and Primary Controller for Shift Cannabis Co., a Boulder, Colorado-based cannabis consulting firm. His current clients include cannabis entrepreneur and investment groups from Denver, Kansas City, San Francisco, Chicago, and other locations across the country. Furthermore, Mr. McEvoy also sits on the advisory and faculty board of Green CulturED, an online cannabis college offering comprehensive coursework, certification programs, and cannabis consulting in all sectors of the marijuana industry.

Living and working in Colorado offers a unique perspective in observing how industry regulations are passed and how business practices unfold in an ever-evolving marketplace. In addition, it provides Mr. McEvoy with an advantage in understanding the blueprint for successful investing and the framework for which future legislation will be written in states with medical and recreational cannabis agendas.

Mr. McEvoy's extensive practice in compliance for highly regulated sectors such as pharmaceuticals and education serves as the foundation for his experience working with marijuana centers, while his award-winning background in education allows him to develop organizations through operations management, from best practices to legal and regulatory compliance. He has worked with developing, overseeing, and implementing compliance auditing, organization, training, and recommendations for large cannabis cultivation and retail entities to bring them to the forefront of the nation's marijuana industry.

RFA G.9

James A. Hayes, Esq.

James is the owner and founding partner of The Hayes Law Firm, P.C., specializing in personal injury and civil rights law. The firm serves the entire state of New Mexico.

Originally from Atlanta, Georgia, James served 8 years in the United States Air Force including two tours of duty in Iraq. After the Air Force, James attended graduate school at New Mexico State University and received a Masters in Communication Studies. As a professor at New Mexico State, James taught courses in public speaking and persuasion.

James attended law school in Florida where he worked with some of the top plaintiffs' litigators in the United States. Upon graduating, James immediately returned to New Mexico to open his current practice.

[redacted]

RFA 6-9

JAMES ALLEN HAYES, ESQ.

[redacted]

PROFESSIONAL ACCREDITATION
New Mexico State Bar, September 2009
United States District Court of New Mexico Bar, October 2009

EDUCATION
Florida Coastal School of Law, Jacksonville, FL
Juris Doctorate awarded May 2009

- Member of Student Bar Association
- Jacksonville Legal Aid Volunteer
- Jacksonville Young Lawyers Association

New Mexico State University, Las Cruces, NM
Master of Arts awarded May, 2005; Major: Communication Studies Emphasis in Political Communication; Minor: Government
Honors and Activities

- Co-respondent at the Top Paper panel at the National Communication Association in Chicago, Illinois, November, 2004
- NMSU Crimson Scholar
- Vice President of the Graduate Student Association
- Associated Students of NMSU Senator
- Graduate Ambassador promoting NMSU to prospective graduate students
- Graduate Teaching Assistant teaching introductory public speaking and communication

New Mexico State University, Las Cruces, NM
Bachelor of Arts awarded May 2003; Major: Sociology; Minor: Anthropology
Honors and Activities

- NMSU Crimson Scholar, The National Dean's List
- Selected for the Ronald E. McNair Post Baccalaureate Achievement Program
- Selected for Who's Who Among Students In American Universities
- NMSU Dean's List; Selected for Golden Key Honor Society
- Phi Eta Sigma National Honor Society
- The National Society of Collegiate Scholars

University of Glasgow, Glasgow, Scotland, United Kingdom
Study Abroad Program, May 2002-December 2002; Major: Sociology
Honors

- First recipient of the Benjamin A. Gilman International Scholarship from NMSU
- Dean's List, NMSU Crimson Scholar

LEGAL EXPERIENCE

The Hayes Law Firm, P.C. Las Cruces/ Santa Fe, NM; Attorney, November 2009-Present

- Private attorney practicing a variety of civil litigation and criminal law
- Various tort litigation
- Civil rights litigation pursuant to federal law
- Motion practice in state and federal court
- Mediations in a variety of civil proceedings

RFA 6.9

- Defending and taking depositions in a variety of civil proceedings
- Trial experience
- Commissioner on the Public Utilities Board in Las Cruces, NM (Jan 2011-May 2012)

Spohrer Dodd P.L., Jacksonville, FL; *Law Clerk,* August 2006-Febuary 2007

- Researched and drafted memoranda and motions on products liability, premises liability, and various tort claims
- Worked on cases regarding plane crashes in Alaska and Orlando
- Research, memo, and motion work on the gross negligence of human organ harvesting
- Assisted trial counsel with a jury trial on a medical malpractice failure to diagnose claim
- Approached local utility companies to establish a utility credit for disabled veterans

Spohrer Wilner P.A., Jacksonville, FL; *Law Clerk*, May 2006-August 2006

- Performed extensive complex legal research and drafting of memoranda and motions
- Drafted a three-chapter procedural guide assisting the attorneys with administrative, federal and international law regarding federal employees tort claims in other countries
- Memorandums of law on vicarious liability, motions to compel discovery, memorandum of law on sovereign immunity, memorandum of law on Medicare Secondary Payers Act
- Assisted with an aviation case regarding a Navy Sea Hawk helicopter
- Researched a class-action lawsuit involving tobacco, city management and advertising

New Mexico Public Defender Office, Las Cruces, NM; *Legal Intern*, January 2005-May 2006

- Assisted and consulted the juvenile division attorneys with trial/plea bargain strategies
- Actively assisted in litigation, interviewed clients and relevant
- Assisted and consulted the attorneys with the preparation of motions and appellate briefs

Associated Students of NMSU, Las Cruces, NM; *Attorney General*, Dec 2005-May 2006

- Represented the Associated Students of New Mexico State University (ASNMSU) in cases involving students, faculty, and staff in the University Supreme Court
- Ensured the constitutionality of university legislation

PROFESSIONAL EXPERIENCE

Dona Ana Branch Community College, Las Cruces, NM; *Adjunct Professor*, Aug 2005-May 2006

- Taught public speaking and the introductory communication studies course comprised of communication analysis, interpersonal communication, and persuasion to undergraduates

New Mexico State University, Las Cruces, New Mexico; *Student Lobbyist,* May 2004-May 2005

- Lobbyist for the entire student body of New Mexico State University (approximately 26,000 students) lobbying to the governor and state legislature in Santa Fe;
- Lobbying resulted in approximately $700,000 dollars in appropriations for university programs and improvements

Associated Students of NMSU, Las Cruces, NM; *Graduate School Senator*, May 2004-May 2005

- Elected senator to represent the issues of approximately 3300 NMSU graduate students
- Drafted and debated university legislation
- Independently negotiated with university president Dr. Michael V. Martin culminating in the appropriation of 1.03 million dollars for scholarships and healthcare to the graduate students of NMSU

RFA 6.9

Office of US Senator Jeff Bingaman, Las Cruces, NM; *New Mexico Intern*, Aug 2003-Jan 2004

- Assisted constituents from the 2nd Congressional District of New Mexico in a wide variety of federal issues
- Assisted Senator Bingaman's field representatives to develop a trade strategy with Mexico, and development of an economic development plan within New Mexico
- Participated in border studies issues with the Department of Homeland Security, and the US Border Patrol

United States Air Force (Active Duty and Reserves), 1994-2003

- Duties ranged from maintenance of aircraft to the piloting of tactical aircraft
- Served in Iraq and Kuwait for two 120-day deployments

SKILLS

- PC and Mac literate
- Collegiate level German
- Practical Aviation/Military Knowledge

RFA 69.

IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

Certificate

STATE OF NEW MEXICO }
} *ss.*
SUPREME COURT }

I, JOEY D. MOYA, Chief Clerk of the Supreme Court of the State of New Mexico, hereby certify that ***JAMES ALLEN HAYES*** *was admitted to practice law in the Supreme Court and other courts of the State of New Mexico on* September 21, 2009 *and has at all times since been and is now a member of the Bar of said Supreme Court in good standing.*

"Good standing" means that the attorney is current on payment of State Bar dues; has complied with Minimum Continuing Legal Education requirements; and is not presently under either administrative or disciplinary suspension. No disciplinary action involving professional misconduct has been taken against the attorney's law license. This certification expires 30 days from this date, unless sooner revoked or rendered invalid by operation of rule or law.

WITNESS, My official signature and the seal of said Court this 2nd *day of* March, 2015

Joey D. Moya
Chief Clerk of the Supreme Court of the State of New Mexico

By Madeline Garcia
Chief Deputy Clerk

RFA.G.9.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT VETERAN BUSINESS CERTIFICATE

Issued to: **THE HAYES LAW FIRM, P.C.**

DBA: **THE HAYES LAW FIRM, P.C.**
PO BOX 8214
SANTA FE, NM 87504-8214

Expires: **03-Mar-2018**

This certificate only certifies that certificate-holder has a veteran preference. Tier preference will be decided by the purchasing agent at the time of the award.

Certificate Number:

L1112412112

Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

RFA 6.9

Henry S. Hilberg III (Trey)

EXPERIENCE

CARMEL PARTNERS INC. Denver, CO
Vice President, Investments May 04 - Current

- Vice President of Investments for a full service Multi-Family Real Estate Investment Company. Currently responsible for the acquisition, disposition and business planning for assets located in the Denver, New York and Washington DC markets.

MARCUS & MILLICHAP of DENVER Denver, CO
Investment Associate-Broker July 03 – May 04

- Commercial real estate broker focused on assisting clients with the purchase and sale of multi-family real estate investments larger than 100 units. Developed relationships with clients, and consulted them on current market conditions/trends within 4 major cities along the Colorado Front Range. Informed clients of effective management techniques and financing options that would help to increase their property value. Accomplishments include: listed and sold a 130 unit apartment complex for $7,550,000 in Fort Collins, CO; prepared and presented detailed Pricing Analysis and Market Positioning proposals for clients whose properties ranged from 30 units to 435 units; collected and organized contacts to compile a database of all 50 unit plus apartment communities in Colorado; completed Marcus and Millichap sales training course and became a member of the National Multi-Housing Group.

SHERRON ASSOCIATES, INC. Property Management & Development Denver, CO
Colorado Regional Manager February 02 – July 03

- Regional Manager for an 8 property portfolio consisting of 550 apartments, one 30,000 sq ft office building and one 30,000 sq ft strip center. Responsibilities included: full time management of Denver office and financial responsibilities attached to portfolio. Management duties include: staffing/training 20 person team, marketing for all apartment buildings, commercial leasing and renewals, daily maintenance supervision, contractor coordination, legal management, budget determinations, staffing on-site managers, preparing yearly and month budgets for investors, reviewing/approving all invoices to be paid. Office management duties include: running office on day to day basis by efficiently setting up organization of all monthly duties, maintaining Yardi database, while training staff in operational procedures. Accomplishments include: took office building from 85% occupied to 100 % occupied in 13 month period, assisted in sale of $1.3 mil strip center, effectively organized regional office and on-site managers' procedures by creating/implementing more effective management procedures, maintained current market occupancy levels within portfolio with 4 locations averaging above the market.

TORREY PINES PROPERTY MANAGEMENT, INC. San Diego, CA
Property Manager September 00 – January 02

- Property Manager for a 42 property portfolio consisting of 275 apartments and 4 office buildings with over 20,000 rentable square feet. Responsibilities included: playing an instrumental role in increasing portfolio's gross income from $3.6 million to $4.2 million over a 12 month period, including maintaining a steady occupancy rate of 99%; preparing yearly property budgets and reviewing monthly income/expense reports for 22 clients; supervisor for multiple onsite managers, and team leader for inner-office team consisting of other property managers and accountants in charge of 800 units; coordinated the hiring of various subcontractors to perform full apartment renovations, and had direct authority in supervising regularly scheduled vendors; responsible for all approving invoices and proficient in data management within Yardi Database; worked directly with company owner in the sale of 18 unit multi-use building; leasing and scheduling of turnover work scheduling of all vacant units; regularly worked with insurance companies and lawyers to set up property insurance policies and resolve various legal issues.

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EDUCATION

University of Colorado Boulder, CO
BS in Business Administration- Finance Major May 2000

- Colorado Real Estate License Holder
- Completed and participated in multiple Real Estate Courses related to market conditions, brownsfields, property management programs, training and management, financial underwriting and lender presentations.

ATTRIBUTES/COMPUTER SKILLS

- Proficient in Yardi, Windows, Argus, MS Word, Excel, Power Point, Concur, Real Estate Operating Software, Real Estate Development Models and Payroll systems.

INTERESTS/HOBBIES

- Golf, Skiing, Mountain Biking, Wood Working

RFA G.9

Daniel M. Jacobs

[redacted] [redacted]

Employment

State of New Mexico
Department of Health
Santa Fe, NM
Chief Privacy Officer **06/2013 - Present**

- Oversee all aspect of public records requests for the Department of Health.
- Create strategic and tactical direction for the department to respond to HIPAA violations and breaches of PHI and PII.
- Coordinate and organize day-to-day operations of fifteen local privacy officer stationed throughout the state.
- Developed, facilitated, and recommended policy on a Department wide basis utilizing an extensive knowledge of state and federal privacy law.
- Oversee the Risk Assessment Team responsible for risk analysis of HIPAA violations and breaches.
- Consultant to other Executive agencies for complex IPRA requests

State of New Mexico
Department of Health
Santa Fe, NM
Human Resources Director **06/2006 - Present**

- Oversee the human resources and labor relations functions for 4200 exempt and non-exempt employees in a government healthcare department comprised of six twenty-four hour healthcare facilities, nine divisions, fifty local public health offices and two unions.
- Create strategic and tactical direction of human resources for the department.
- Coordinate and organize day-to-day operations of the central human resources office, and integrating planned and timed initiatives, goals and objectives between division human resource offices throughout the state.
- Developed, facilitated, and recommended policy on a Department wide basis utilizing an extensive knowledge of state and federal employment law.
- Oversee grievance and disciplinary investigations and resolutions in accordance with collective bargaining agreements. Key executive in resolving employee disputes for the Department.
- Negotiate and bargain collective bargaining agreements between the Department and Communications Workers of America and American Federation of State, County, and Municipal Employees.

RFA 6.9

- Extensive knowledge of state and federal unemployment compensation and labor laws.
- Consultant to other Executive agencies for complex labor and union issues.
- Member of senior management team, setting strategic direction for the Department.

State of New Mexico
Department of Labor
Albuquerque, NM

Administrative Law Judge **02/2003 – 06/2006**

- Conduct quasi-judicial administrative hearings of a complex nature in the areas of unemployment insurance.
- Determine facts of alleged violations of state and federal employment laws, regulations, and policy.
- Conduct adjudicatory hearings including administering oaths, subpoenas, receiving into the record all testimony and evidence, analyzing and reviewing exhibits, testimony, state and federal laws regulations and policy to determine their affect on the issue being adjudicated.
- Render final decisions based on evidence, testimony presented, and state, and federals laws through extensive knowledge of unemployment law.
- Analyze facts of cases as presented by claimants and employers to render decisions.
- Maintain an extensive knowledge of state and federal unemployment compensation law.

State of Virginia
Virginia Employment Commission
Fairfax, VA

Hearing Officer **11/2001 – 1/2003**

- Conducted quasi-judicial administrative hearings of a complex nature in the areas of unemployment insurance, tax, and fraud of unemployment insurance.
- Determined facts of alleged violations of state and federal employment laws, regulations, and policy.
- Conducted adjudicatory hearings including administering oaths, subpoenas, receiving in to the record all testimony and evidence, analyzing and reviewing exhibits, testimony, state and federal laws, regulations, and policy to determine their affect on the issue being adjudicated.
- Rendered decisions based on evidence, testimony presented, and state, and federal laws through extensive knowledge of unemployment law.
- Supervised staff during absence of county manager.

RFA 6.9

State of New Mexico
Human Services Department – Child Support Enforcement Division
Santa Fe, NM

Manager/Hearing Officer **11/2000 - 8/2001**

- Developed regulatory policy based on federal laws for the Child Support Enforcement Division of the New Mexico Human Services Department.
- Maintained regulatory guidelines for the division to administer in accordance with current federal law.
- Presented policy, procedures, and trained staff throughout the state on federal and state child support requirements.
- Conducted hearings, wrote decisions in the areas of license revocation, tax intercept for delinquent support, financial institution data match (forfeiture of assets), new hire penalty assessments and non-cooperation.
- Rendered fair and impartial decisions for the child support enforcement division through interpretation of state and federal laws, and analytical analysis of cases.
- Developed strategic plan for child support enforcement division in the area of performance improvement and future planning around the nation.
- Planned and wrote policy for development of pilot child support enforcement office to evaluate best practices from around the nation.
- Conducted operational meetings with Income Support Division to coordinate policy development and implementation.

State of New Mexico
Human Service Department – Office of Inspector General – Hearings Bureau
Santa Fe, NM

Senior Hearing Officer **5/1995 – 11/2000**

- Conducted quasi-judicial administrative hearings in the areas of public assistance, fraud of public assistance, child support enforcement, medical disability, Medicaid, tax intercept and employment new hire sanctions.
- Determined facts of the alleged violations of state and federal laws, regulations and policy.
- Maintained hearing logs, dockets and tracking systems of individual case types.
- Conducted adjudicatory hearings including administering oaths, receiving into the record all testimony and evidence, analyzing and reviewing exhibits, evidence, state and federal laws, regulations and policy to determine their affect on the issue being adjudicated.
- Rendered decisions based on evidence, testimony presented, and state and federal laws through extensive knowledge of all public assistance programs administered by the State of New Mexico Human Services Department.
- Advised executive management concerning the final determination of policy and issues in state and federal law and regulations.
- Monitored changes of the state and federal laws, regulations, and policy, including any cases determined by the state and federal judicial system.

RFA G.9

- Conducted interagency meetings concerning hearing regulations, policy and hearing communications.

State of New Mexico
General Services Department – Risk Management Division
Santa Fe, NM

Senior Paralegal **4/1992 – 5/1995**

- Wrote detailed motions and briefs based upon evidence, testimony, and research for use in the defense of the State of New Mexico by utilizing extensive knowledge of state and federal laws relative to fair labor practices.
- Directed and supervise legal assistance and interns.
- Researched, developed and implemented complex automated data system to track ongoing litigation.
- Developed tracking system of cost analysis pertaining to litigation in the State of New Mexico.
- Responsible for cost analysis report of specific losses or gains for litigation.
- Prepared case research by utilizing extensive knowledge of state and federal law.
- Conducted client interviews related to litigation pending.

Education:

BA Literature/Political Science	The College of Santa Fe	1989
Paralegal Certification	University of San Diego	1990

Professional Associations:

National Association of Hearing Officials
Society of Human Resource Management
FBI Citizens Academy

RFA G.9

John Wesley Watson, LEED AP

[redacted]

Experience: 12+ Years in Construction Management

October 2007 – Current *(Managing Member OG Builders, LLC)*

- Engage in selling, managing, accounting, and contract negotiation with subcontractors and clients. Project list supplied upon request. Manage all phases of construction from dirt lot to finished product. Managed subcontractor and in house crews for site work, concrete, framing, roofing, insulation, sheetrock, paint, flooring, and finish carpentry in both commercial and residential building environments. Ensure smooth delivery of finished product to customer. Ensure customer satisfaction.

June 2003 – October 2007 *(Construction Superintendent)*

- Managed sub contractors as well as labor forces that work directly for Artistic Homes in both single and multi-family projects. Responsible for assigning duties and orders of operation to sub-contractors in all phases of high volume residential home construction and commercial build out. Utilized Microsoft Excel, Project, and Word for organizational purposes.

Education: Texas Tech University

- Interdisciplinary Studies, Integrated the disciplinary perspectives of horticulture and western medicine in an effort to answer the complex problem of cancer treatment in both palliative and curative scenarios.
- Arrived at the solution that cannabis taken sublingually serves as an effective palliative and potentially curative treatment for cancer beyond the uses currently accepted by conventional western medicine.

Extracurricular Activities: Current Interests

- Pilot, Horticulture, Antelope Hunting Guide, Big Game Hunting, Cattle Ranching, Woodworking, Travelling, Entrepreneurial Enterprises

References: Colleagues that can Verify Work Experience

RFA G.9

- Chris McClure Entrepreneur, colleague 806.438.8563
- Jason Amestoy, A-Management Stucco, colleague 505.400.9056
- David Catuccio, ABS Builders, colleague 505.865.7435

RFA 9.9

Shift NEW MEXICO

SHIFT CANNABIS CO. OF NEW MEXICO

200 West Marcy Street #142
Santa Fe, New Mexico 87501

EMPLOYMENT APPLICATION

AN EQUAL OPPORTUNITY EMPLOYER

We do not discriminate on the basis of race, color, religion, national origin, sex, age, disability, genetic information or any other status protected by law or regulation. It is our intention that all qualified applicants are given equal opportunity and that selection decisions be based on job-related factors. Answer each question fully and accurately. No action can be taken on this application until you have answered all questions. Use blank paper if you do not have enough room on this application. PLEASE PRINT, except for signature on back of application. In reading and answering the following questions, be aware that none of the questions are intended to imply illegal preferences or discrimination based upon non-job-related information.

APPLICANT INFORMATION

Position Applied For Gardening Security, Retail Staff, Wholesale Manager	Date April 20, 2015	
Last Name Watson	First Name John	Middle Initial W
Street Address [redacted]		Apartment / Unit #
City [redacted]	State [redacted]	Zip Code [redacted]
Phone Number [redacted]	E-Mail Address [redacted]	
Date Available 4.20.15	Social Security # [redacted]	Desired Salary 50,000.00
Are you 18 years of age or older? ☑ Yes ☐ No	Are you a citizen of the United States? ☑ Yes ☐ No	If not, are you authorized to work in the US? ☐ Yes ☐ No
Have you ever worked for this company?		☐ Yes ☑ No
If you have worked for this company, when?		
Have you ever applied to this company?		☑ Yes ☐ No
If so, when?		
Have you ever been convicted of any law violation excluding minor traffic violations? Include any plea of "guilty" or "no contest"		☑ Yes ☐ No
If yes, explain Possession on Marijuana < 2 oz TX		

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If employed, will you be engaged in any additional business or employment outside of this job?	☑ Yes ☐ No
If yes, explain Off the Grid Builders, LLC as owner & M.M.	

FOR DRIVING JOBS ONLY			
Do you have a valid driver's license?	☑ Yes ☐ No	Have you had your driver's license suspended or revoked in the last 3 years?	☐ Yes ☑ No
Driver's License Number [redacted]	Class of License D	License State NM	

EDUCATION			
High School Sandia Prep			Years Completed 7
Did you graduate? ☑ Yes ☐ No	Diploma / Degree / Certificate GED	Subjects Studied. Eng, Science	
College / University Texas Tech			Years Completed
Did you graduate? ☑ Yes ☐ No	Diploma / Degree / Certificate BA	Subjects Studied Integrative Studies	
Vocational / Technical			Years Completed
Did you graduate? ☐ Yes ☐ No	Diploma / Degree / Certificate	Subjects Studied	
What skills or additional training do you have that relate to the job for which you are applying? Horticulture, Sales			
What machines or equipment can you operate that relate to the job for which you are applying? I can operate anything with wheels and gears			
Have you worked or attended school under any other names?			☐ ☑

RFA G.9

Shift NEW MEXICO

	Yes	No
If yes, give names		
Are you presently employed?	☑ Yes	☐ No
Have you ever been fired or asked to resign from a job?	☐ Yes	☑ No
If yes, explain		

REFERENCES	
Full Name Stephan Hallegos	Phone Number 505.220.4923
Full Name Dr. Stephanie Garcia	Phone Number 505.412.2593
Full Name Dr. Michael Flanagan	Phone Number 505.508-6721

WORK HISTORY

List names of employers in consecutive order with present or last employer listed first. Account for all periods of time including military service and any periods of unemployment. If self-employed, give firm name and supply business references. Please note, a job offer may be contingent upon acceptable references from current and former employers.

Company Off the Grid Builder	Phone Number 505.307.4455	
Location ABQ	Supervisor Self	
Job Title Owner	Starting Salary 50,000	Ending Salary 100,000
Dates of Employment From 02/08 To present	Reason For Leaving n/a	

May we contact your previous supervisor for a reference? ☑ Yes ☐ No

Company Artistic Homes	Phone Number 505.247.8400

RFA G.9

Shift NEW MEXICO

Location ABQ	Supervisor Jerry Wade	
Job Title Superintendent	Starting Salary 42,000	Ending Salary 67,000
Dates of Employment From 03/05 To 02/08	Reason For Leaving opportunity	
May we contact your previous supervisor for a reference?		☑ Yes ☐ No

Company Vantage Homes	Phone Number 505.892.5300	
Location R.R. NM	Supervisor Vincent Puzzonia	
Job Title Superintendent	Starting Salary 28,000	Ending Salary 36,000
Dates of Employment From 06/02 To 03/05	Reason For Leaving opportunity better money	
May we contact your previous supervisor for a reference?		☑ Yes ☐ No

DISCLAIMER

I certify that all information provided in this employment application is true and complete. I understand that any false information or omission may disqualify me from further consideration for employment and may result in my dismissal if discovered at a later date. I authorize the investigation of any or all statements contained in this application. I also authorize, whether listed or not, any person, school, current employer, past employers and organizations to provide relevant information and opinions that may be useful in making a hiring decision. I release such persons and organizations from any legal liability in making such statements. I understand I may be required to successfully pass a drug screening examination. I hereby consent to a pre- and/or post-employment drug screen as a condition of employment, if required. I understand that if I am extended an offer of employment it may be conditioned upon my successfully passing a complete pre-employment physical examination. I consent to the release of any or all medical information as may be deemed necessary to judge my capability to do the work for which I am applying.

RFA G-9

Shift NEW MEXICO

I UNDERSTAND THAT THIS APPLICATION, VERBAL STATEMENTS BY MANAGEMENT, OR SUBSEQUENT EMPLOYMENT DOES NOT CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT NOR GUARANTEE EMPLOYMENT FOR ANY DEFINITE PERIOD OF TIME. ONLY THE PRESIDENT OF THE ORGANIZATION HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE PRESIDENT AND THE EMPLOYEE. IF EMPLOYED, I UNDERSTAND THAT I HAVE BEEN HIRED AT THE WILL OF THE EMPLOYER AND MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT REASON AND WITH OR WITHOUT NOTICE.
I have read, understand, and by my signature, consent to these statements.

Signature	Date
[signature]	April 20, 2015

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New Mexico E-Services for Contractor Licensing

psi

Home Page

Company Details

Company Name	OFF THE GRID BUILDERS, LLC	License Number	355303
Phone Number	5053074455	License Status	Active
Issue Date	02/12/2008	Expiry Date	02/28/2017
Volume	$1000000.00 +		

Address

2729 SOLANO DR NE

City	ALBUQUERQUE		
State	NM	Zip Code	87110

QP Details

Name	Certificate No	Classification	Attach Date	Status
JOHN WESLEY WATSON	355302	GB98	02/12/2008	Attached

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GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

JW Watson

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP™

Chairman	May 7, 2009 Date Issued	Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.

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GBCI

May 7, 2009

John Watson
Og Builders
[redacted]

Dear John:

The Green Building Certification Institute would like to congratulate you for successfully meeting the challenge of the LEED® Professional Accreditation exam. In honor of your achievement and in appreciation of your participation in fostering sustainable design and construction, we are pleased to present you with the enclosed certificate.

You have earned several advantages upon becoming a LEED Accredited Professional. Your LEED registered building projects will benefit from your knowledge of the LEED Green Building Rating System™ and will be awarded the corresponding LEED point for using an Accredited Professional on the design team. You are hereby granted use of the "LEED Accredited Professional" and "LEED AP" titles for your business cards and resume. Use of the LEED logo is not permitted, as it is reserved for use solely by the U.S. Green Building Council and LEED Certified projects. Your name will be listed on our online directory of LEED Accredited Professionals in order to help potential clients get in touch with you and your services. If you have concerns with your listing or your name has been misspelled please do not hesitate to contact us at www.GBCI.org/Contact.

We look forward to seeing your building projects become registered and certified under the LEED Rating System as we further our common mission of transforming the building industry and creating a greener world for future generations.

Sincerely,

Peter Templeton

Peter Templeton
President

GREEN BUILDING CERTIFICATION INSTITUTE 2101 L Street, NW Suite 650 Washington, DC 20037 P: 800.795.1746 F: 202.828.5110 www.gbci.org

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Eric Ford

[redacted]

EDUCATION

Bachelor of Exercise Science and Nutrition — In Progress
The University of New Mexico, Albuquerque, NM

QUALIFICATIONS

11 Years experience in the Food Service and Restaurant Industry
Strong self-motivator, reliable, and professional
Proven ability to interact well and motivate others to do so in-group environments
Proven ability to train and develop individuals and teams
Proficient in Microsoft Word, Microsoft PowerPoint, Microsoft Excel, and Microsoft Outlook
Certified by Monkey Media for Catering Sales Manager and proficient in Aloha POS system
Proficient in reading and analyzing Point of Sale system reports to run a business
Proficient in Food Safety and Sanitization Standards

PROFESSIONAL EXPERIENCE

Shift Supervisor
Starbucks — April 2015 – Present

- Utilizes operational tools to achieve operational excellence during the shift.
- Anticipate customer and store needs by constantly evaluating environment and customers.
- Assists with new partner training by positively reinforcing successful performance and giving respectful and encouraging coaching as needed.
- Contribute to positive team environment by recognizing alarms or changes in partner morale and performance.
- Create a positive learning environment by providing clear, specific, timely, and respectful coaching and feedback to partners on shift to ensure operational excellence and to improve partner performance.
- Deliver customer service to all customers by acting with a customer comes first attitude and connecting with the customer. Discover and respond to customer needs.
- Develop positive relationships with shift team by understanding and addressing individual motivation, needs and concerns.
- Execute store operations during scheduled shifts. Organizes opening and closing duties as assigned.
- Follow operational policies and procedures, including those for cash handling and safety and security, to ensure the safety of all partners during each shift.
- Follow all cash management and cash register policies and ensures proper cash management practices.
- Provide quality beverages, whole bean, and food products consistently for all customers by adhering to all recipe and presentation standards. Follows health, safety and sanitation guidelines for all products.

Hourly Manager (Shift Leader)
Flying Star Café — February 2014 – April 2015

- Run operations of the Café as the Manager on Duty
- Train, Coach, and Lead employees with a Customer First attitude to achieve stellar service for the Café
- Help Develop and implement new programs in the cafe (new menus, service guides, and operation standards)
- Stand as a example of the companies Values
- Effectively manage the café through Planning, Identifying Gaps, Communication, and Delegation for a high level of Operations
- Take part in identifying hiring needs along with coaching and training needs in the Cafe
- Weekly planning of Café needs for Scheduling and Labor

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- Monitor inventory to effectively order product for the café to minimize waste and maximize sales
- Manage and lead employees (30-45 people) in a positive and supportive way while setting clear expectations
- Monitor and Analyze the café to identify issues and gaps so I can positively effect the Café's performance
- Effectively operate a Profit and Loss to better analyze Cost Of Good Sold, Food Cost, Food Waste, and Labor

Catering Service Representative

Flying Star Cafe August 2012 - February 2014

- Create operational guides, training protocols, sales scripts, and operational systems training for the foundation of Flying Star Catering Services
- Generate and apply hands on training workshops to teach approximately 55 employees how to effectively target new clients and transition clients into future catering sales
- Create and implement means to solicit customer feedback, compliments and inquires for continued growth in catering customer satisfaction

Server, Trainer

Flying Star Cafe August 2009-August 2012

- Provide excellent customer service by working in a team environment to accomplish tasks
- Assist customers by providing product information and resolving any complaints
- Demonstrate strong interpersonal skills and oral communication in a fast paced environment
- Provide training to over 15 incoming servers and 5 managers on company service expectations

Coach

Highland High School Soccer Team June 2009-May 2010

- Provide training direction, encouragement, motivation and nutritional advice to prepare athletes for games and competitive events
- Plan and direct physical condition programs that will enable athletes to achieve maximum performance
- Adjust coaching techniques based on the strengths and weaknesses of over 20 athletes

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Keyway
Employment Letter

Date:

Matt Clarke
[redacted]

Dear Matt Clarke:

On behalf of Keyway ("Keyway"), I am pleased to provide you a conditional offer of employment as an employee of Keyway. The terms of this offer are set forth in the following:

Position Title:	Executive Director
Reporting To:	Board of Directors
Start Date:	July 1, 2015
Compensation:	Total compensation package targeted to $3,000 USD / MONTHLY to increase as the business becomes financially stable. Bonus(es) based on Key Performance Indicators/Parameters: Non-Applicable at This Time <u>Gross Margin Bonus Percentage Schedule:</u> TBD when financially feasible with intention of as soon as possible.
Benefits:	TBD when financially feasible with intention of as soon as possible.
Vacation:	TBD when financially feasible with intention of as soon as possible.
Holidays:	You will have five (5) paid holidays of Keyway including New Year's Day, Memorial Day, the Fourth of July, Thanksgiving Day and Christmas Day.
Sick Time:	TBD when financially feasible with intention of as soon as possible.

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Keyway invests a substantial amount of time and money in developing its advertising, promotional and other business materials, in hiring and training its employees, and in attracting and maintaining customers. As an employee of Keyway you will be expected to help protect this investment by entering into an agreement that includes confidential information and competition clauses for its customers, customer lists, vendors, e-mail lists, etc., but will not impose any restrictions on the industry, trade, marketing practices or methodologies or general classes of products in the marketplace or employment in general. This confidentiality/non-compete agreement will be provided to you for review prior to your employment with Keyway.

Please understand that all terms and conditions of your employment should be kept strictly confidential. Given your level of employment status, terms such as salary, bonuses, and other compensation components may be invariably superior to that of other employees and to insure proper morale and employee expectations, the terms of your employment must remain strictly confidential.

Keyway complies with the Immigration Reform and Control Act of 1986. This law requires us to verify your identity and eligibility to work within the United States. On your first day of employment, you will be expected to complete an I-9 form and present original identity documents such as those listed on the I-9 form for our inspection and records if one is not already on file. Additionally, since you will have access to large amounts of private customer data and information, we conduct a background check on all employees if one has not already been completed. Your employment with Keyway is contingent upon compliance with, and satisfactory completion of, these requirements. It is important to understand that your employment with Keyway is not for any specific length of time. You, or Keyway may end the employment relationship at will, with or without cause, at any time. This employment offer supersedes any other written and/or verbal representations made by any representative of Keyway relative to your employment with Keyway.

We look forward to working with you. Should you have any questions about the offer of employment or the materials enclosed, please do not hesitate to call me at Keyway.

Sincerely,

Board of Directors
Keyway

Accepted,

_____

Matt Clarke

RFA G.10

Keyway
Employment Letter

Date:

Michal Hayes
[redacted]

Dear Michal Hayes:

On behalf of Keyway ("Keyway"), I am pleased to provide you a conditional offer of employment as an employee of Keyway. The terms of this offer are set forth in the following:

Position Title:	Secretary
Reporting To:	Board of Directors
Start Date:	July 1, 2015
Compensation:	Total compensation package targeted to $750 USD / MONTHLY to increase as the business becomes financially stable. Bonus(es) based on Key Performance Indicators/Parameters: Non-Applicable at This Time Gross Margin Bonus Percentage Schedule: TBD when financially feasible with intention of as soon as possible.
Benefits:	TBD when financially feasible with intention of as soon as possible.
Vacation:	TBD when financially feasible with intention of as soon as possible.
Holidays:	You will have five (5) paid holidays of Keyway including New Year's Day, Memorial Day, the Fourth of July, Thanksgiving Day and Christmas Day.
Sick Time:	TBD when financially feasible with intention of as soon as possible.

RFA G.10

Keyway invests a substantial amount of time and money in developing its advertising, promotional and other business materials, in hiring and training its employees, and in attracting and maintaining customers. As an employee of Keyway you will be expected to help protect this investment by entering into an agreement that includes confidential information and competition clauses for its customers, customer lists, vendors, e-mail lists, etc., but will not impose any restrictions on the industry, trade, marketing practices or methodologies or general classes of products in the marketplace or employment in general. This confidentiality/non-compete agreement will be provided to you for review prior to your employment with Keyway.

Please understand that all terms and conditions of your employment should be kept strictly confidential. Given your level of employment status, terms such as salary, bonuses, and other compensation components may be invariably superior to that of other employees and to insure proper morale and employee expectations, the terms of your employment must remain strictly confidential.

Keyway complies with the Immigration Reform and Control Act of 1986. This law requires us to verify your identity and eligibility to work within the United States. On your first day of employment, you will be expected to complete an I-9 form and present original identity documents such as those listed on the I-9 form for our inspection and records if one is not already on file. Additionally, since you will have access to large amounts of private customer data and information, we conduct a background check on all employees if one has not already been completed. Your employment with Keyway is contingent upon compliance with, and satisfactory completion of, these requirements. It is important to understand that your employment with Shift New Mexico is not for any specific length of time. You, or Keyway may end the employment relationship at will, with or without cause, at any time. This employment offer supersedes any other written and/or verbal representations made by any representative of Keyway relative to your employment with Keyway.

We look forward to working with you. Should you have any questions about the offer of employment or the materials enclosed, please do not hesitate to call me at Keyway.

Sincerely,

Board of Directors
Keyway

Accepted,

_____

Michal Hayes

RFA G.10

Shift NEW MEXICO

Shift New Mexico
Employment Letter

Date:

Michal Hayes
[redacted]

Dear Michal Hayes:

On behalf of Shift New Mexico ("SNM"), I am pleased to provide you a conditional offer of employment as an employee of Shift New Mexico. The terms of this offer are set forth in the following:

Position Title:	Garden Department
Reporting To:	Reed Porter
Start Date:	July 1, 2015
Compensation:	Total compensation package targeted to $12 USD / Hour Bonus(es) based on Key Performance Indicators/Parameters: Non-Applicable at This Time <u>Gross Margin Bonus Percentage Schedule:</u> TBD when financially feasible with intention of as soon as possible.
Benefits:	TBD when financially feasible with intention of as soon as possible.
Vacation:	TBD when financially feasible with intention of as soon as possible.
Holidays:	You will have five (5) paid holidays of Shift New Mexico including New Year's Day, Memorial Day, the Fourth of July, Thanksgiving Day and Christmas Day.
Sick Time:	TBD when financially feasible with intention of as soon as possible.

RFA G.10

Shift NEW MEXICO

Shift New Mexico invests a substantial amount of time and money in developing its advertising, promotional and other business materials, in hiring and training its employees, and in attracting and maintaining customers. As an employee of Shift New Mexico you will be expected to help protect this investment by entering into an agreement that includes confidential information and competition clauses for its customers, customer lists, vendors, e-mail lists, etc., but will not impose any restrictions on the industry, trade, marketing practices or methodologies or general classes of products in the marketplace or employment in general. This confidentiality/non-compete agreement will be provided to you for review prior to your employment with Shift New Mexico.

Please understand that all terms and conditions of your employment should be kept strictly confidential. Given your level of employment status, terms such as salary, bonuses, and other compensation components may be invariably superior to that of other employees and to insure proper morale and employee expectations, the terms of your employment must remain strictly confidential.

Shift New Mexico complies with the Immigration Reform and Control Act of 1986. This law requires us to verify your identity and eligibility to work within the United States. On your first day of employment, you will be expected to complete an I-9 form and present original identity documents such as those listed on the I-9 form for our inspection and records if one is not already on file. Additionally, since you will have access to large amounts of private customer data and information, we conduct a background check on all employees if one has not already been completed. Your employment with Shift New Mexico is contingent upon compliance with, and satisfactory completion of, these requirements. It is important to understand that your employment with Shift New Mexico is not for any specific length of time. You, or Shift New Mexico may end the employment relationship at will, with or without cause, at any time. This employment offer supersedes any other written and/or verbal representations made by any representative of Shift New Mexico relative to your employment with Shift New Mexico.

We look forward to working with you. Should you have any questions about the offer of employment or the materials enclosed, please do not hesitate to call me at Shift New Mexico.

Sincerely,

Rob McEvoy
Human Resources and Compliance Operations
Shift New Mexico
Accepted,

_____

Michal Hayes

Shift NEW MEXICO

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made between **Keyway, Inc.**, a New Mexico corporation, (hereinafter collectively "Keyway" or "Company"), and **SNM, LLC**, a New Mexico limited liability company (hereinafter "SNM" or "Consultant"). When signed by both parties, this Agreement will set forth the terms and conditions under which SNM agrees to provide certain services to Keyway as set forth herein.

WHEREAS, Keyway is interested in the business of producing and selling medical cannabis in the State of New Mexico;

WHEREAS, SNM and its Members are a company composed of cannabis experts, farmers, and businessmen and offers professional consulting services for cannabis businesses of all types; and

WHEREAS, Keyway and SNM desire to enter into this Agreement to provide the terms and conditions upon which Keyway may engage SNM from time-to-time to provide services for individual studies or projects by executing individual Work Orders (as defined below) specifying the details of the services and the related terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained below, the parties agree as follows:

1. Scope of the Agreement; Work Orders; Nature of Services.

(a) Scope of Agreement. As a "master" form of contract, this Agreement allows the parties to contract for multiple projects through the issuance of multiple Work Orders (as discussed in Section 1(b) below), without having to re-negotiate the basic terms and conditions contained herein. This Agreement covers the provision of services by SNM and, accordingly, this Agreement represents a vehicle by which Keyway can efficiently contract with SNM and its corporate affiliates for a broad range of services.

(b) Work Orders. The specific details of each project under this Agreement (each "Project") shall be separately negotiated and specified in writing on terms and in a form acceptable to the parties (each such writing, a "Work Order"). A sample Work Order is attached hereto as Exhibit A. Each Work Order will include, as appropriate, the scope of work, time line, and budget and payment schedule. Each Work Order shall be subject to all of the terms and conditions of this Agreement, in addition to the specific details set forth in the Work Order. To the extent any terms or provisions of a Work Order conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the applicable Work Order expressly and specifically states an intent to supersede the Agreement on a specific matter. All Work Orders and other exhibits hereto shall be deemed to be incorporated herein by reference.

(c) Nature of Services. The services covered by this Agreement may include strategic planning, expert consultation, clinical trial services, statistical programming and analysis, data processing, data management, regulatory, clerical, project management, central laboratory services, preclinical services, pharmaceutical sciences services, medical device services, and other research and

development services requested by Keyway and agreed to by SNM as set forth in the relevant Work Order (collectively, the "Services").

2. Payment of Fees and Expenses. Keyway will pay SNM for fees, expenses and pass-through costs in accordance with the budget and payment schedule contained in each Work Order. Unless otherwise agreed in a particular Work Order, the following shall apply: (a) SNM will invoice Keyway monthly for the fees, expenses and pass-through costs incurred in performing the Services; and, (b) Keyway shall pay each invoice within fifteen (15) days of the date of the invoice. If any portion of an invoice is disputed, then the parties shall use good faith efforts to reconcile the disputed amount as soon as practicable.

3. Term. This Agreement shall commence on the date it has been signed by all parties and shall continue for a period of five (5) years from the date of execution, or until terminated by either party in accordance with Section 11 below. The Agreement will automatically renew for a five (5) year period, unless SNM notifies Keyway in writing at least thirty (30) days prior to the renewal date that it does not want to renew the Agreement. The Agreement will automatically renew each year thereafter for a period of one year, unless either party notifies the other party in writing at least thirty (30) days prior to the renewal date that it does not want to renew the Agreement.

4. Change Orders. Any change in the details of a Work Order shall require a written amendment to the Work Order (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, time line or other matter. The Change Order will become effective upon the execution of the Change Order by both parties. Keyway shall file such amendment where appropriate, or as required by law or regulation.

5. Confidentiality.

(a) It is understood that during the course of this Agreement, SNM and its employees may be exposed to data and information that are confidential and proprietary to Keyway. All such data and information (hereinafter "Keyway Confidential Information") written or verbal, tangible or intangible, made available, disclosed, or otherwise made known to SNM and its employees as a result of Services under this Agreement shall be considered confidential and shall be considered the sole property of Keyway. All information regarding SNM's operations, methods, and pricing and all SNM's Property (as defined in Section 7(b) below), disclosed by SNM to Keyway in connection with this Agreement is proprietary, confidential information belonging to SNM (the "SNM Confidential Information", and together with the Keyway Confidential Information, the "Confidential Information"). The Confidential Information shall be used by the receiving party and its employees only for purposes of performing the receiving party's obligations hereunder. Each party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the other party to any third party without the prior written consent of the disclosing party. Each party agrees that it will not disclose the terms of this Agreement or any Work Order to any third party without the written consent of the other party, which shall not unreasonably be withheld. Notwithstanding the foregoing, this contract may be disclosed by Keyway to the New Mexico Department of Health or other state agency as necessary in its application process to become a licensed producer of medical marijuana, or to maintain such license following its award. These obligations of confidentiality and nondisclosure shall remain in effect for a period of five (5) years after the completion or termination of the applicable Work Order.

(b) The foregoing obligations shall not apply to Confidential Information to the extent that it: (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party; (b) becomes available to the receiving party on a non-confidential basis from a source which is not prohibited from disclosing such information; (c) was developed independently of any disclosure by the disclosing party or was known to the receiving party prior to its receipt from the disclosing party, as shown by contemporaneous written evidence; or, (d) is required by law or regulation to be disclosed.

6. Maintenance of Records. SNM agrees to keep and maintain adequate and current written records of all Services performed under the Agreement ("Records"). The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. Keyway shall have access to view or utilize any and all of these records while the Agreement remains in effect.

7. Ownership and Licenses.

(a) All data and information (the "Data") generated or derived by SNM as the result of services performed by SNM under this Agreement shall be and remain the exclusive property of SNM. Any discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable that may evolve from the Data, the Records or as the result of services performed by SNM under this Agreement (the "Inventions") shall belong to SNM. ***SNM hereby grants a non-exclusive license to Keyway to practice the Inventions for internal purposes.***

(b) Notwithstanding the foregoing, Keyway acknowledges that SNM possesses certain inventions, processes, know-how, trade secrets, improvements, other intellectual properties and other assets, including but not limited to analytical methods, procedures and techniques, procedure manuals, personnel data, financial information, computer technical expertise and software, which have been independently developed by SNM and which relate to its business or operations (collectively "SNM Property"). Keyway and SNM agree that any SNM Property that is used during the term of this Agreement are the sole and exclusive property of SNM.

8. Independent Contractor Relationship. For the purposes of this Agreement, the parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturers. Neither party shall have the power or right to bind or obligate the other party, and neither party shall hold itself out as having such authority.. In the event that any of the Work Orders being performed by SNM under this Agreement require the consent or approval of Keyway, Keyway agrees to reasonably cooperate so that SNM may perform its services as set forth in such Work Order, including agreeing to bind Keyway to contracts that are necessary to enable SNM to conduct business with third parties.

9. Compliance; Inspections.

(a) SNM agrees that its Services will be conducted in compliance with all applicable laws, rules and regulations to, SNM's standard operating procedures will be used in performance of the Services, unless otherwise specifically stated in the Work Order. SNM certifies that SNM is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services. SNM shall use SNM's best efforts to perform the Services such that the results are satisfactory to Keyway.

(b) During the term of this Agreement, SNM will permit Keyway's representatives (unless such representatives are competitors of SNM) to examine or audit the work performed hereunder and the facilities at which the work is conducted upon reasonable advance notice during regular business hours to determine that the Project assignment is being conducted in accordance with the agreed task and that the facilities are adequate.

10. Conflict of Agreements. SNM represents to Keyway that it is not a party to any agreement which would prevent it from fulfilling its obligations under this Agreement and that during the term of this Agreement, SNM agrees that it will not enter into any agreement to provide services which would in any way prevent it from providing the Services contemplated under this Agreement.

11. Termination.

(a) SNM may terminate this Agreement or any Work Order for material breach upon thirty (30) days' written notice specifying the nature of the breach, if such breach has not been substantially cured within the thirty (30) day period. During the 30-day cure period for termination due to breach, each party will continue to perform its obligations under the Agreement. If the cure period has expired without a substantial cure of the breach, then the parties shall promptly meet to prepare a close-out schedule, and SNM shall cease performing all work not necessary for the orderly close-out of the Services or required by laws or regulations.

(b) Keyway may terminate this Agreement or any Work Order for material breach upon thirty (30) days' written notice specifying the nature of the breach, if such breach has not been substantially cured within the thirty (30) day period. During the 30-day cure period for termination due to breach, each party will continue to perform its obligations under the Agreement. If the cure period has expired without a substantial cure of the breach, then the parties shall promptly meet to prepare a close-out schedule. Additionally, Keyway may terminate this Agreement or any Work Order in the event that this Agreement or any Work Order shall actually and legally cause the loss of Keyway's license to be a producer of medical marijuana in the State of New Mexico.

(c) If this Agreement or Work Order is terminated, Keyway shall pay SNM for all Services performed in accordance with this Agreement and any applicable Work Order and reimburse SNM for all costs and expenses incurred in performing those Services, including all non-cancelable costs incurred prior to termination but paid after the termination date. Keyway shall pay for all the work actually performed in accordance with this Agreement and the applicable Work Order, even if the parties' original payment schedule spreads-out payments for certain services or defers payments for certain services. If payments are unit or milestone based, and the Agreement or a Work Order is terminated after costs have been incurred toward achieving portions of one or more incomplete units or milestones, Keyway will pay SNM's standard fees ($200/hour) for actual work performed toward those incomplete units or milestones up to the date of termination, in addition to paying for completed units or milestones. Keyway shall pay for all actual costs, including time spent by SNM personnel (which shall be billed at SNM's standard daily rates in effect as of the date of the termination notice), incurred to complete activities associated with the termination and close-out of affected Projects, including the fulfillment of any regulatory requirements.

12. Relationship with Affiliates. Keyway agrees that SNM may use the Services of its affiliates to fulfill SNM's obligations under this Agreement and any Work Order so long as it complies with all applicable local and state laws regarding the matter. Any affiliate so used shall be subject to all

of the terms and conditions applicable to SNM under this Agreement or any Work Order, and entitled to all rights and protections afforded SNM under this Agreement and any Work Order. SNM agrees that Keyway's affiliates may use the services of SNM (and its affiliates) under this Agreement. In such event, such Keyway's affiliates shall be bound by all the terms and conditions of this Agreement and any Work Order and entitled to all rights and protections afforded Keyway under this Agreement and any Work Order. Any such affiliate of Keyway or SNM may execute a Work Order directly.

13. Notices and Deliveries. Any notice required or permitted to be given hereunder by either party hereunder shall be in writing and shall be deemed given on the date received if delivered personally or by a reputable overnight delivery service, or three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses:

In the case of SNM, to:

CannaCounsel, LLC
1750 30th St. #201
Boulder, CO 80301

Or in the case of Keyway to:

Keyway
1322 Paseo de Peralta
Santa Fe, NM 87501
Attention: Matt Clarke

With a copy to:
Sanders Law, PC
320 Paseo de Peralta
Suite B
Santa Fe, NM 87501

14. Binding Agreement and Assignment. This Agreement shall be binding upon and inure to the benefit of Keyway and SNM and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations under this Agreement to any party without the express, written consent of the other party.

15. Choice of Law, Waiver and Enforceability. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of New Mexico, exclusive of its conflicts of law provisions. The failure to enforce any right or provision herein shall not constitute a waiver of that right or provision. Any waiver of a breach of a provision shall not constitute a waiver of any subsequent breach of that provision. If any provisions herein are found to be unenforceable on the grounds that they are overly broad or in conflict with applicable laws, it is the intent of the parties that such provisions be replaced, reformed or narrowed so that their original business purpose can be accomplished to the extent permitted by law, and that the remaining provisions shall not in any way be affected or impaired thereby.

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16. Survival. The rights and obligations of Keyway and SNM, which by intent or meaning have validity beyond such termination (including, but not limited to, rights with respect to inventions, confidentiality, discoveries and improvements, indemnification and liability limitations) shall survive the termination of this Agreement or any Work Order.

17. Arbitration. This Agreement shall be construed in accordance with and governed by the laws of the State of New Mexico. The parties agree to arbitrate any dispute that may arise between them, and agree to mutually choose a single, local competent arbitrator acceptable to both parties. The parties shall select an arbitrator within fifteen days of the demand for arbitration. Arbitration shall conducted in accordance with the provisions of the New Mexico Uniform Arbitration Act. The arbitration shall be commenced within ninety (90) days of the selection of an arbitrator. Judgment on the award rendered by the arbitrator shall be binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be filed and conducted in Santa Fe, New Mexico.

18. Entire Agreement, Headings and Modification. This Agreement, together with the applicable Work Orders, contains the entire understandings of the parties with respect to the subject matter herein, and supersedes all previous agreements (oral and written), negotiations and discussions. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof. Any modifications to the provisions herein must be in writing and signed by the parties.

****

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto through their duly authorized officers on the date(s) set forth below.

SNM, LLC using the mark Shift New Mexico

By: _____
(Signature)

Name: Travis Howard
Title: General Manager
Date: 4/30/15

Keyway, Inc.:

By: _____
Matt Clarke, Executive Director

Date: 4/30/15

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Shift NEW MEXICO

EXHIBIT A - SAMPLE WORK ORDER

WORK ORDER

This Work Order ("Work Order") is between ("Keyway") and ("SNM") and relates to the Master Services Agreement dated 4/30/15 (the "Master Agreement"), which is incorporated by reference herein. Pursuant to the Master Agreement, SNM has agreed to perform certain services in accordance with written work orders, such as this one, entered into from time-to-time.

The parties hereby agree as follows:

1. Work Order. This document constitutes a "Work Order" under the Master Agreement and this Work Order and the services contemplated herein are subject to the terms and provisions of the Master Agreement.

2. Services and Payment of Fees and Expenses. The specific services contemplated by this Work Order (the "Services") and the related payment terms and obligations are set forth below:

(a) Scope of Work

(b) Project Budget

(c) Timeline

(d) Payment Schedule

3. Term. The term of this Work Order shall commence on the date of execution and shall continue until the services described in Attachment 1 are completed, unless this Work Order is terminated in accordance with the Master Agreement. If the Master Agreement is terminated or expires, but this Work Order is not terminated or completed, then the terms of the Master Agreement shall continue to apply to this Work Order until the Work Order is either terminated or completed.

4. Affiliates and Subcontractors. Keyway agrees that SNM may use the services of its corporate affiliates to fulfill SNM's obligations under this Work Order. Any such affiliates shall be bound by all the terms and conditions of, and be entitled to all rights and protections afforded under, the Master Agreement and this Work Order. Any subcontractors or consultants (other than SNM' affiliates) that will be used by SNM in performing the Services are listed below:

Shift NEW MEXICO

[Insert names of any subcontractors or consultants, other than SNM's affiliates, that will be used]

5. Amendments. No modification, amendment, or waiver of this Work Order shall be effective unless in writing and duly executed and delivered by each party to the other.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

SNM, LLC

By:_____
(Signature)

Name:_____
Title:_____
Date:_____

Keyway, Inc.

By:_____
(Signature)

Name: Matt Clark
Title: Exec. Dir Keyway
Date: 4/30/15

Shift NEW MEXICO

WORK ORDER 1

This Work Order ("Work Order") is between ("Keyway") and ("SNM") and relates to the Master Services Agreement dated 4/30/15 (the "Master Agreement"), which is incorporated by reference herein. Pursuant to the Master Agreement, SNM has agreed to perform certain services in accordance with written work orders, such as this one, entered into from time-to-time.

The parties hereby agree as follows:

1. Work Order. This document constitutes a "Work Order" under the Master Agreement and this Work Order and the services contemplated herein are subject to the terms and provisions of the Master Agreement.

2. Services and Payment of Fees and Expenses. This Work Order is intended to create a relationship whereby SNM becomes the management company for Keyway operations. Keyway will retain its Secretary and Executive Director responsible for paying the bills directly incurred by Keyway such as Rent, Insurance, Utilities, Taxes, Fees, Licensing, Dispensary supplies and packaging and other such expenditures required to be made directly from a Keyway bank account. SNM shall be responsible for garden and trimming/harvesting supplies, all employed staff (excepting the Secretary and Executive Director of Keyway), workers compensation, payroll and payroll taxes and other such necessary and required expenditures able to be purchased by SNM on behalf of Keyway. Keyway shall NOT have to reimburse SNM for these specified expenses. The specific services contemplated by this Work Order (the "Services") and the related payment terms and obligations are set forth below:

Phase 1 – Evaluation of current production facility from top to bottom. This will include the physical build-out of the flower and vegetative rooms, the strain makeup of current inventory, disease and pest identification, medium and nutrient choices, and operational workflow.

Phase 2 – Implementation and oversight for construction process and design build. We will assist in making sure the output matches the input and help value-engineer any required changes during the construction process. The completion of this phase will be marked by having a ready to operate facility in total (garden and dispensary).

Phase 3 – Provide new internal staff (to include hiring and training on site). It will include implementation of garden plan with deliverables for staff training and workflow, as well as a plan for supply chain management. This phase will have a concomitant effort targeted at the dispensary staff to ensure the patients have a clear understanding of all the beneficial practices implemented as well as a full understanding of the genetics and their benefits. This is the implementation phase and will follow the SNM/Shift standard operating procedures and guidelines for both the garden and the dispensary.

Phase 4 (A) – Maintenance of the garden processes, health and integrated pest/pathogen management (IPM), additional live plant staff training, genetic selection and potentially breeding. Oversight of garden staff (onsite staff) to ensure processes are being followed and institute corrective actions as any issues arise. We will continue to bring any newly acquired intellectual property (nutrients, mechanical, lights, etc) from our own facilities as well as other clients outside of New Mexico. This phase will also include any PR and marketing desired by Keyway in as much as SNM or its General Manager, Shift Cannabis Co. has an opportunity to speak publicly and nationally about its practices and the clients that have implemented them successfully.

Shift NEW MEXICO

Phase 4 (B) – Maintenance of the dispensary processes, patient education, staff training, and security oversight. Oversights of retail manager (onsite staff) and wholesale staff to ensure processes are being followed and institute corrective actions as any issues arise. We will continue to bring any newly acquired intellectual property (education, science, charts, etc) from our own facilities as well as other clients outside of New Mexico. This phase will also include any educational services, PR and marketing desired by Keyway in as much as SNM and Shift Cannabis Co. have an opportunity to speak publicly and nationally about its practices and the clients that have implemented them successfully.

(a) Project Budget & Fees – The fees for this Work Order are tiered based upon performance goals and metrics clearly defined. The nature of the payment structure is monthly installments over the life of the contract. The production average shall be calculated on a quarterly basis following the calendar year and the past quarters average shall be the guide for the following quarters fee structure below.

(i) **Averaging 2.9 lbs per light or above** – Step up schedule and then final amount continuing on for life of contract:

Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17
$50,000.00	$75,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$110,000.00	$110,000.00	$110,000.00	$110,000.00	$110,000.00	$110,000.00	$125,000.00	$125,000.00	$125,000.00	$150,000.00

(ii) **Averaging 2.4-2.9 lbs per light** – Step up schedule and then final amount continuing for life of contract:

Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
$50,000.00	$75,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$125,000.00

(iii) **Averaging 2.3 lbs per light or less** – Step up schedule and then final amount continuing for life of contract

Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17
$50,000.00	$50,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$85,000.00	$85,000.00	$85,000.00	$90,000.00	$90,000.00	$90,000.00	$90,000.00	$95,000.00

SNM NEW MEXICO

(b) Limits on Payments, Adjustments - Notwithstanding anything in this agreement to the contrary, any payments made from Keyway to SNM are solely dependent upon Keyway's revenues. The parties agree in good faith to make adjustments to the Project Budget & Fees set forth in paragraph (a) so that all payments to SNM are paid from revenues, and that Keyway will not be required to raise additional capital or borrow money to make any payments to SNM under this Agreement. In the event the revenues are lower than projected as a result of any issue, whatsoever, with lower supply or lower demand than projected during any period, then payments to SNM, if any, for such period, shall be determined in good faith by both parties, after taking into account all of Keyway's current and upcoming obligations, and anticipated changes in production and supply going forward.

(c) Timeline – The responsibilities contained herein for Keyway and SNM are to go into effect immediately upon Keyway receiving a license to operate from the New Mexico Department of Health.

(d) Payment Schedule – The payment schedule is defined above in 4(B)(a) and relevant subsections. Payments shall be due by the 5th of each month.

3. Term. The term of this Work Order shall commence on the date of execution and shall continue until the Master Services Agreement expires or is terminated, unless this Work Order is terminated in accordance with the Master Agreement. If the Master Agreement is terminated or expires, but this Work Order is not terminated or completed, then the terms of the Master Agreement shall continue to apply to this Work Order until the Work Order is either terminated or completed.

4. Affiliates and Subcontractors. Keyway agrees that SNM may use the services of its corporate affiliates to fulfill SNM's obligations under this Work Order. Any such affiliates shall be bound by all the terms and conditions of, and be entitled to all rights and protections afforded under, the Master Agreement and this Work Order. Any subcontractors or consultants (other than SNM' affiliates) that will be used by SNM in performing the Services shall be approved by the MCP of New Mexico Department of Health.

5. Amendments. No modification, amendment, or waiver of this Work Order shall be effective unless in writing and duly executed and delivered by each party to the other.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

SNM, LLC

By: _____
(Signature)

Name: Travis Howard
Title: GM
Date: 4/30/15

Keyway, Inc

By: _____
(Signature)

RFA G-10

State NEW MEXICO

Name: Matt Clark
Title: Exec Dir Regency
Date: 4/30/13

Trademark License Agreement

This Agreement is made as of the 30 day of April, 2015 by and between CannaCounsel, LLC dba Shift Cannabis Co. a Colorado limited liability company with an address of 1750 30th St #201 Boulder, Colorado (hereinafter "Licensor") and **SNM, LLC**, a New Mexico limited liability company and **Keyway, Inc.**, a New Mexico nonprofit corporation, hereinafter Keyway and SNM are collectively referred to as "Licensee").

WHEREAS, Licensor is the owner of certain Trademarks as defined herein; and

WHEREAS, the Trademarks are unique and valuable and have acquired and established an outstanding reputation and goodwill; and

WHEREAS, Licensee recognizes the great value and goodwill associated with the Trademarks and that all rights associated with the Trademarks and the associated goodwill belong exclusively to the Licensor;

WHEREAS, Licensee desires to obtain a license to use the Trademark as set forth herein; and

WHEREAS, Licensor has agreed to grant to Licensee such license under and subject to the terms and conditions set forth herein.

NOW THEREFORE, the Parties hereto, in consideration of the mutual agreements and promises contained herein, and of other good and valuable consideration, do hereby agree as follows:

1. **Grant of rights**. Subject to the terms and provisions contained herein Licensor grants to Licensee a nonexclusive license during the Term, as defined herein, to use the registered Trademarks owned by the Licensor as more fully described in Schedule 1 attached hereto and incorporated herein (the "Trademarks"), in connection with the manufacture, distribution and the sale of the goods and services set forth in Schedule 2, attached hereto and incorporated herein, in the territory defined as: ("Territory").

2. **Term**. The term of this Agreement shall be tied to the Master Services Agreement (MSA) between Keyway, Inc and SNM, LLC and shall commence on the date said MSA is executed and shall end upon the date Keyway is officially denied a New Mexico NPPL or upon the expiration or termination of the MSA (the "Term").

3. **Use of Trademarks**. Licensee shall use the Trademarks only with the aforesaid goods and services set forth in Schedule 2 manufactured by or for and sold by Licensee, which goods shall be of a quality satisfactory to Licensor. Licensee further agrees to maintain the standards of quality established by Licensor, which are set

forth or described in Schedule 3 attached hereto and incorporated herein. Licensor shall have the sole right to determine whether the goods and services are of satisfactory quality. The Licensor shall have the right to require from time to time that the Licensee submit samples of the goods to Licensor for inspection or provide access to its premises or sites to review the services. Licensor shall also have the right to require from time to time that the Licensee submit samples of advertising and promotional materials to Licensor for inspection, and to permit Licensor to review Licensee's services.

4. **Consideration**. Licensee is exchanging execution of the MSA and pertinent MSA Work Orders (real revenue and value) as well as real compensation and benefits. The Parties hereby agree that a real exchange of value has been given and contractual consideration has been met.

5. **Ownership**. Licensee recognizes and acknowledges that the Trademarks and all rights therein and goodwill pertaining thereto belong exclusively to Licensor, that all rights resulting from its use of the Trademarks inure to the benefit of Licensor, and that Licensor retains the right to use or to license the use of the Trademark for any and all goods or services other than those expressly set forth in this Agreement. Licensee shall not use any of the Trademarks in any manner except as expressly permitted herein.

6. **Warranty**. Licensor warrants that it is the sole owner of all rights in the Trademarks and that this Agreement and the rights licensed herein do not violate any other party's rights or interests. Licensor agrees that Licensee shall have no liability, and Licensor will indemnify, defend, and hold Licensee harmless against any and all damages, liabilities, attorneys' fees or costs incurred by Licensee in defending against any third-party claims or threats of claims under trademark or unfair competition or deceptive trade practices acts arising from Licensee's use of the Trademarks. Licensee may appear through counsel of its own choosing.

7. **Indemnity**. Licensee agrees that Licensor shall have no liability, and Licensee will indemnify, defend, and hold Licensor harmless against any and all damages, liabilities, attorneys' fees or costs incurred by Licensor in defending against any third-party claims or threats of claims arising from the business or products of Licensee, or Licensee's use of the Trademarks. Licensor may, at its own expense, appear through counsel of its own choosing.

8. **Assignment**. Licensee may not assign, transfer, or sublicense this Agreement without the prior written consent of Licensor. Any attempted transfer without said consent shall be null and void.

9. **Termination**. Licensor shall have the right to terminate this Agreement upon thirty days written notice to Licensee in the event of any affirmative act of insolvency of Licensee, or upon the appointment of any receiver or trustee to take possession of the property of Licensee, or upon the winding-up, sale, consolidation,

merger of Licensee, or upon breach of any provisions hereof by Licensee which is not cured within said thirty day period. It shall also terminate at the end of the Term.

10. **Effect of Termination**. Upon termination or expiration of this Agreement, Licensee agrees to immediately discontinue the use of the Trademarks and any term confusingly similar thereto, and to destroy all printed materials bearing any of the Trademarks. Licensee further agrees that all rights in the Trademarks and the goodwill connected therewith shall remain the property of Licensor.

11. **Choice of Law**. Any and all matters of dispute between the parties to this Agreement, whether arising from the Agreement itself or arising from alleged extra-contractual facts prior to, during or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the Agreement, shall be governed by, construed, and enforced in accordance with the laws of Colorado, not including its choice of laws rules, but including its statutes of limitations, regardless of the legal theory upon which such matter is asserted. The venue shall be Denver City and County. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

12. **Fully Integrated Agreement; Negation of Trade Usage and Course of Dealing**. The parties intend this statement of their Agreement to constitute the complete, exclusive and fully integrated statement of their agreement. As such, it is the sole repository of their agreement and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement the day and year first written above.

Agreed to by:

CannaCounsel, LLC	Keyway, Inc	SNM, LLC
By: Troy S Howard Gm	By: Pres. Dir. Keyway	By: Troy S Howard Gm
Attest:	Attest:	Attest:

RFA G-10

Schedule 1 – The Mark (Multiple Color Options)

Shift™ NEW MEXICO

Schedule 2 – The Goods

Medical Marijuana/Cannabis Goods and Products – Flowers, Hash Varietals, Edibles, Tinctures, Salves, Rubs, Lotions and all other such items as are generally available in the medical cannabis retail market. Websites and marketing materials are included so long as they represent that sale of such goods described above.

Schedule 3 – Quality & Standards

The quality level must be free of pests and pathogens, chemical pesticides, and other non-desired traits in medical cannabis. All Standard Operating Procedures delivered to SNM, LLC and Keyway, Inc by Shift Cannabis Co. must be followed.

RFA G.11

The only loan in this application packet is from the management company, SNM, LLC to Keyway, Inc. for $325,000 funding on the date Keyway receives an LNPP, should it receive such license. The Promissory Note is contained in this packet.

RFA G-11

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL. THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

PROMISSORY NOTE

U.S $ 325,000.00 Santa Fe, New Mexico

Date: 7-1-2015

1. FOR VALUE RECEIVED, the undersigned (Borrower) promises to pay **SNM, LLC a New Mexico Limited Liability Company** (Note Holder) or order, the principal sum of **$325,000.00** Dollars, with interest on the unpaid principal balance from **January 1, 2016**, until paid, at the rate of **15** percent per annum. Principal and interest shall be payable at **24 Bisbee Court Santa Fe, NM 87508**, or such other place as Note Holder may designate, in **54** payments of **Eight Thousand Three Hundred Twelve and 72/100** Dollars (U.S. $8,312.72), due on the **5th** day of each **Month**, beginning **January 5, 2016**. Such payments shall continue until the entire indebtedness evidenced by this Note is fully paid; provided, however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on **July 5th, 2020**.

2. Borrower shall pay to Note Holder a late charge of **3** % of any payment not received by Note Holder within **10** days after the payment is due.

3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest at the default rate specified below, if any, third to accrued interest first specified above, and the balance applied in reduction of the principal amount hereof.

4. If any payment required by this Note is not paid when due, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Note Holder (Acceleration); and the indebtedness shall bear interest at the rate of **15** percent per annum from the date of default. Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty except **within the first 365 days.** Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

6. Borrower and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.

7. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (a) delivery to Borrower or (b) by mailing such notice by first class U. S. mail, addressed to Borrower at Borrower's address stated below, or to such other address as Borrower may designate by notice to Note Holder. Any notice to Note Holder shall be in writing and shall be given and be effective upon (a) delivery to Note Holder or (b) by mailing such notice by first class U.S. mail, to Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.

(CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

RFA G-11

IF BORROWER IS CORPORATION:

ATTEST:

Michal Hayes, Secretary

(SEAL)

Keyway, Inc.,
a New Mexico Non-Profit Corporation

By_____
Matt Clarke, Executive Director

Borrower's Address: 1322 Paseo de Peralta
SF NM 87501

RFA G-11

Binding Letter of Intent to Loan Monies

This binding letter is intended to convey the agreement of SNM, LLC to make a loan of $325,000 to Keyway, Inc., a New Mexico Nonprofit Corporation (the Borrower) upon the award of a license to produce medical cannabis from the New Mexico Department of Health (an LNPP).

This letter has been executed by the General Manager of SNM, LLC and binds the entity to make such loan as evidenced by the attached Promissory Note, which will take effect upon the Borrower's receipt of the LNPP. SNM, LLC agrees to provide documentation that has sufficient cash on hand to fund this loan upon request. Both parties acknowledge the expected time frame for decision is around July 1, 2015 but may perhaps be earlier or later at New Mexico's Department of Health's discretion.

Signed,

As General Manager of Shift Cannabis Co.,
the General Manager of SNM, LLC
duly authorized.

RFA G-11

STATE OF NEW MEXICO
DIANNA J. DURAN
SECRETARY OF STATE

April 29, 2015

BOOTSTRAP CAPITAL, LLC
JAMES A. HAYES
P.O. BOX 8214
SANTA FE NM 87505

RE: BOOTSTRAP CAPITAL, LLC

Entity ID: 5049300

The Office of the Secretary of State has approved and filed the Articles Of Organization for the above captioned organization effective April 29, 2015. The enclosed Certificate Of Organization is evidence of filing, and should become a permanent document of the organization's records.

The referenced approval does not constitute authorization for the above referenced organization to transact any business which requires compliance with other applicable federal or state laws, including, but not limited to, state licensing requirements. It is the organizations's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

Your canceled check, as validated by this office, is your receipt. If you have any questions please contact the Corporations Bureau at (505) 827-4508 or toll free at 1-800-477-3632 for assistance.

Corporations Bureau

RFA G-11

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate Of Organization

OF

BOOTSTRAP CAPITAL, LLC

5049300

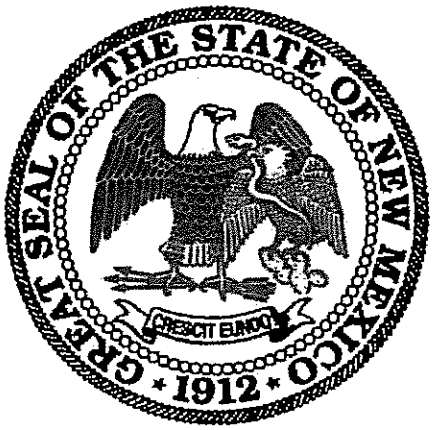
The Office of the Secretary of State certifies that the Articles Of Organization, duly signed and verified pursuant to the provisions of the

Limited Liability Company Act **(53-19-1 To 53-19-74 NMSA 1978)**

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate Of Organization and attaches hereto a duplicate of the Articles Of Organization.

Dated : **April 29, 2015**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



Dianna J. Duran
Secretary of State

RFA G-11

STATE OF NEW MEXICO
Taxation and Revenue Department

Audit & Compliance Division
Santa Fe District

Susana Martinez
Governor

Demesia Padilla, CPA
Secretary

BOOTSTRAP CAPITAL
PO BOX 23922
SANTA FE, NM 87502

April 29, 2015
CRS: 03-320355-00-5
Letter ID: L0495894480

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
29-Apr-2015	03-320355-00-5	29-Apr-2015
Business Location: 48 RAVENS RIDGE RD		Business End Date
City and State: SANTA FE, NM		Zip Code: 87505-8139
Taxpayer Name: BOOTSTRAP CAPITAL LLC		Taxpayer Type: LLC
Firm Name: BOOTSTRAP CAPITAL		Filing Frequency: Semiannual
Mailing Address: PO BOX 23922		
City and State: SANTA FE, NM		Zip Code: 87502

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By _____

Any inquiries concerning your Idenfication Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
29-Apr-2015	03-320355-00-5	29-Apr-2015
Business Location: 48 RAVENS RIDGE RD		Business End Date
City and State: SANTA FE, NM		Zip Code: 87505-8139
Taxpayer Name: BOOTSTRAP CAPITAL LLC		Taxpayer Type: LLC
Firm Name: BOOTSTRAP CAPITAL		Filing Frequency: Semiannual
Mailing Address: PO BOX 23922		
City and State: SANTA FE, NM		Zip Code: 87502

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By _____

Any inquiries concerning your Idenfication Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v23

325 Don Gaspar, Suite 300 · Santa Fe, NM 87501
(800) 477-3632 · www.sos.state.nm.us

RFA G-11

FILED
SOS
Corporation Bureau
APR 24 2015

DLLC

SUBMIT ORIGINAL AND A COPY
TYPE OR PRINT LEGIBLY

Limited Liability Company
ARTICLES OF ORGANIZATION

The undersigned, acting as organizer(s) of a limited liability company pursuant to the New Mexico Limited Liability Company Act, adopt the following Articles of Organization:

ARTICLE ONE: The name of the limited liability company is: Bootstrap Capital, LLC

ARTICLE TWO: The period of duration (if other than perpetual) is: _____

ARTICLE THREE:
(1) The New Mexico street address of the company's initial registered office is:
48 Ravens Ridge Road Santa Fe NM 87505

(P.O. Box is not acceptable. Provide a description of the geographical location if a street address does not exist.)

(2) The name of the initial registered agent at that address is: The Hayes Law Firm, P.C.

(3) The street address of the company's principal place of business, if different from its registered office, is:
P.O. Box 8214 Santa Fe NM 87504

ARTICLE FOUR (check only if applicable):
X YES Management of the business and affairs of the company is vested in a manager.

ARTICLE FIVE (check only if applicable):
____YES The limited liability company is a single member limited liability company.

ARTICLE SIX: If these Articles of Organization are not to be effective upon filing with the commission, the effective date is: *(if an effective date is specified here, it cannot be a date prior to the date the articles are received by the commission)* April 29, 2015

Dated: April 29, 2015

Signature of Organizer(s)	Printed Name(s)
	James A. Hayes
	Michal M. Hayes
	Daniel M. Jacobs

Form DLLC
(revised 06/13)

RECEIVED
SOS
Corporation Bureau
APR 24 2015

Secretary of State
325 Don Gaspar, Suite 300 · Santa Fe, NM 87501
(800) 477-3632 · www.sos.state.nm.us

RFA G-11

FILED
SOS
Corporation Bureau
APR 24 2015

STATEMENT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT

I, James Hayes (on behalf of Bootstrap Capital LLC

hereby acknowledge that the undersigned individual or corporation accepts the appointment as Initial Registered Agent of

Bootstrap LLC,

the limited liability company which is named in the annexed Articles of Organization.

_____

(Sign on this line if the registered agent named in the Articles of Organization is an individual. If this line is signed, the two lines below do not apply and must be left blank.)

CORPORATION ACTING AS A REGISTERED AGENT ONLY

(If the following lines are used, the signature line above does not apply and must be left blank)

The Hayes Law Firm, P.C.

(If the registered agent named in the Articles of Organization is a corporation, limited liability company, or partnership, type or print the name of that entity here.)

By _____

(An authorized person of the entity being appointed as registered agent must sign here)

Form DLLC-STMNT
(revised 06/13)

RECEIVED
SOS
Corporation Bureau
APR 24 2015

RFA G11

Wells Fargo Business Online®

Account Activity

Business and Personal Accounts

BUSINESS CHECKING [redacted]

Activity Summary

Ending Collected Balance as of 04/30/15		$3.22
Current Posted Balance		$35,003.22
Pending Withdrawals/ Debits		-$3.22
Pending Deposits/ Credits		$15,000.00
Deposits Not Available for Withdrawal	View Details	-$5,000.00
Available Balance		**$45,000.00**

Transactions

Show: for **Last 90 Days**

Date	Description	Deposits / Credits	Withdrawals / Debits
Pending Transactions	Note: Debit card transaction amounts may change		
05/01/15	DEPOSIT #1211202561	$5,000.00	
05/01/15	ONLINE TRANSFER REF #IBE5MSYHBW	$10,000.00	
05/01/15	ONLINE TRANSFER REF #IBE5MSYGQH		$3.22
Posted Transactions			
04/30/15	DEPOSIT MADE IN A BRANCH/STORE #858005172	$35,000.00	
04/29/15	CHECKING OPENING DEPOSIT	$3.22	
Totals		**$50,003.22**	**$3.22**

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC. Wells Fargo Bank, N.A. is a banking affiliate of Wells Fargo & Company.

Equal Housing Lender

RFA G.11

CANNACOUNSEL LLC
5765 N ORCHARD CREEK CIRCLE
BOULDER CO 80301

Date 4/30/15 Page 1
Account Number [redacted]
Enclosures 32

---- CHECKING ACCOUNTS ----

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BUSINESS CORPORATION		Number of Enclosures	32
Account Number	[redacted]	Statement Dates 4/01/15 thru	4/30/15
Previous Balance	66,567.57	Days in the statement period	30
7 Deposits/Credits	109,243.00	Average Ledger	75,212
86 Checks/Debits	84,582.31	Average Collected	75,212
Service Charge	4.25		
Interest Paid	.00		
Ending Balance	91,224.01		

****

Activity in Date Order

Date	Description	Amount
4/01	BOGEYS EATERY & SPIR BOULDER C POS PUR CK 03/30/15 00:00	30.01-
4/02	DDA REGULAR DEPOSIT	20,500.00 **
4/02	IN *VICENTE SEDERBER 303-86045 POS PUR CK 04/01/15 00:00	250.00-
4/03	GOOGLE *SVCSAPPS SHI CC@GOOGLE POS PUR CK 04/02/15 00:00	33.46-
4/03	ALTERNATIVE HEALTH C BOULDER C POS PUR CK 04/01/15 00:00	875.00-
4/06	PHONE.COM, INC 800-9987087 NJ POS PUR CK 04/03/15 00:00	6.12-
4/06	AVERY BREWING COMPAN BOULDER C POS PUR CK 04/02/15 00:00	52.61-
4/06	AVERY BREWING COMPAN BOULDER C POS PUR CK 04/03/15 00:00	138.12-
4/09	Dropbox*MH5RG1YHSXC6 888-44683 POS PUR CK 04/08/15 00:00	3.87-
4/09	BUCA DI BEPPO-BROOMF BROOMFIEL POS PUR CK 04/08/15 00:00	105.37-
4/10	ALTERNATIVE HEALTH C BOULDER C POS PUR CK 04/09/15 00:00	455.24-

RFA G.11

Date 4/30/15 Page 2
Account Number [redacted]
Enclosures 32

BUSINESS CORPORATION [redacted] (Continued)

Activity in Date Order

Date	Description	Amount
4/13	DDA REGULAR DEPOSIT	2,400.00 **
4/13	DDA REGULAR DEPOSIT	20,000.00 **
4/13	FINKEL & GARF BREWIN BOULDER C POS PUR CK 04/10/15 00:00	32.34-
4/13	NCIA 202-379-4861 DC POS PUR CK 04/12/15 00:00	100.00-
4/14	FINKEL & GARF BREWIN BOULDER C POS PUR CK 04/13/15 00:00	23.77-
4/14	AJUUA OF NIWOT NIWOT CO POS PUR CK 04/13/15 00:00	37.49-
4/16	DDA REGULAR DEPOSIT	15,000.00 **
4/16	DDA REGULAR DEPOSIT	18,500.00 **
4/16	LEFTYS GADGETS AND P 303-65231 POS PUR CK 04/15/15 00:00	33.00-
4/16	SKYBEAM CO 888-759-2326 CO POS PUR CK 04/15/15 00:00	66.97-
4/17	ACORN TRAVEL PLAZA 3 WALSENBUR POS PUR CK 04/16/15 00:00	22.62-
4/17	ACORN TRAVEL PLAZA 3 WALSENBUR POS PUR CK 04/16/15 00:00	29.62-
4/17	GRIZZLY GAS BOULDER CO POS PUR CK 04/16/15 00:00	35.03-
4/17	Dropbox*9LGXWPGXYLY8 888-44683 POS PUR CK 04/16/15 00:00	90.00-
4/20	ACORN TRAVEL PLAZA 3 WALSENBUR POS PUR CK 04/17/15 00:00	9.15-
4/20	ST FRANCIS CHEV SANTA FE NM POS PIN CK 04/20/15 00:00	21.93-
4/20	EL PARASOL #5 SANTA FE NM POS PUR CK 04/17/15 00:00	24.58-
4/20	ATRISCO CAFE & BAR SANTA FE NM POS PUR CK 04/18/15 00:00	34.18-
4/20	ACORN TRAVEL PLAZA 3 WALSENBUR POS PUR CK 04/18/15 00:00	34.36-
4/20	OUTBACK 0612 COLORADO SPRI CO POS PUR CK 04/19/15 00:00	58.68-
4/20	THE LODGE AT SANTA F SANTA FE POS PUR CK 04/18/15 00:00	331.74-
4/21	TREPPEDA'S ITALIAN NIWOT CO POS PUR CK 04/20/15 00:00	19.61-

RFA G.11

Date 4/30/15 Page 3
Account Number [redacted]
Enclosures 32

BUSINESS CORPORATION [redacted] (Continued)

Activity in Date Order

Date	Description	Amount
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/20/15 00:00	19.95-
4/21	PINNACOL ASSURANCE 303-361-400 POS PUR CK 04/20/15 00:00	513.00-
4/22	DDA REGULAR DEPOSIT	17,843.00 **
4/22	THE MAIL STATION BOULDER CO POS PUR CK 04/21/15 00:00	29.09-
4/22	LEFTYS GADGETS AND P 303-65231 POS PUR CK 04/21/15 00:00	66.00-
4/22	COLT PRINT SERVICES BOULDER CO POS PUR CK 04/21/15 00:00	225.37-
4/23	FANS CHINESE CUISI NIWOT CO POS PUR CK 04/22/15 00:00	64.65-

RFA G.11

BUSINESS CORPORATION [redacted] (Continued)

Activity in Date Order

Date	Description	Amount
4/24	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/23/15 00:00	19.95-
4/24	LUCID SOFTWARE INC 844-465-824 POS PUR CK 04/23/15 00:00	25.00-
4/27	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/24/15 00:00	19.95-
4/27	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/24/15 00:00	19.95-
4/27	TASTY WEASEL TAP ROO LONGMONT POS PUR CK 04/23/15 00:00	47.00-
4/27	TREPPEDA'S ITALIAN NIWOT CO POS PUR CK 04/24/15 00:00	61.34-
4/27	CHUBURGER LONGMONT CO POS PUR CK 04/23/15 00:00	65.05-
4/27	PAYPAL *OVH.COM 1457 402935773 POS PUR CK 04/24/15 00:00	534.00-
4/28	BACKBLAZE BACKUP 650-352-3738 POS PUR CK 04/27/15 00:00	15.00-
4/29	SENTRYLINK LLC 301-486-0862 MD POS PUR CK 04/28/15 00:00	19.95-
4/29	DELI ZONE GUNBARREL BOULDER CO POS PUR CK 04/28/15 00:00	48.00-
4/29	TIM GALLUZZI LLC OP 303-718999 POS PUR CK 04/28/15 00:00	134.01-
4/30	DDA REGULAR DEPOSIT	15,000.00 **
4/30	LEFTYS GADGETS AND P 303-65231 POS PUR CK 04/29/15 00:00	66.10-
4/30	OFFICE MAX/OFFI LONGMONT CO POS PIN CK 04/30/15 00:00	823.97-
4/30	SERVICE CHARGE	4.25-SC
	MAINTENANCE FEE	8.00-
	DR ITEM FEES IN S/C	12.90-
	CR ITEM FEES IN S/C	1.05-
	TRANSIT FEE IN S/C	1.05-
	BALANCE CREDIT/ADJ. IN S/C	18.75

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BUSINESS CORPORATION [redacted] (Continued)

Checks in Serial Number Order

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
4/02	1441	37.48	4/13	1450	3,700.00	4/29	1459	1,248.69
4/06	1442	3,000.00	4/21	1451	1,500.00	4/27	1460	1,690.31
4/03	1443	3,000.00	4/08	1452	3,200.00	4/22	1461	1,428.68
4/06	1444	9,910.66	4/22	1453	8,500.00	4/23	1462	1,315.77
4/06	1445	9,910.66	4/20	1454	2,500.00	4/22	1463	3,700.00
4/08	1446	1,980.45	4/14	1455	9,240.00	4/22	1464	3,200.00
4/13	1447	382.76	4/14	1456	4,928.00	4/24	1465	1,500.00
4/28	1448	704.19	4/20	1457	470.15			
4/14	1449	555.49	4/24	1458	947.47			

*Indicates Skip in Check Number

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Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
4/01	66,537.56	4/13	72,263.42	4/23	84,218.19
4/02	86,750.08	4/14	57,478.67	4/24	81,725.77
4/03	82,841.62	4/16	90,878.70	4/27	79,288.17
4/06	59,823.45	4/17	90,701.43	4/28	78,568.98
4/08	54,643.00	4/20	87,216.66	4/29	77,118.33
4/09	54,533.76	4/21	84,904.75	4/30	91,224.01
4/10	54,078.52	4/22	85,598.61		

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STATEMENT OF ACCOUNT

STATEMENT DATE	PAGE
04-21-2015	1 of 2

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SANTA FE NM 87506

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...Community banks provide 46% of all commercial real estate loans

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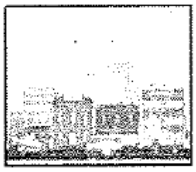

PREMIER CHECKING (10) ACCOUNT

Account # [redacted]

ACCOUNT SUMMARY

PREVIOUS BALANCE	50,219.08	ENDING BALANCE	50,224.38
DEPOSITS/CREDITS	(1) 5.30	LAST STATEMENT	03-17-2015
CHECKS/DEBITS	(0) 0.00	CURRENT STATEMENT	04-21-2015

INTEREST SUMMARY

DAYS IN PERIOD	35	INTEREST EARNED	5.30
ANNUAL PERCENTAGE YIELD EARNED	.1100%	INTEREST IN 2015	19.08

OTHER CREDITS

DATE	DESCRIPTION	AMOUNT
04/21	INTEREST	5.30

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/21	50,224.38				

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2170

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STATEMENT PERIOD
Mar 9 2015 THRU Apr 8 2015

***AUTO**SCH 5-DIGIT 87501
163 1 AV 0.381 1 1 163 ev T
Mathieu Cantou Clark Seperate Property R
15 Rancho Manana
Santa Fe NM 87506-7011

SUMMARY OF ACCOUNTS

ACCOUNT NUMBER	BEGINNING BALANCE	DEBITS	CREDITS	ENDING BALANCE	INTEREST PAID YTD
[redacted]	61,054.41	0.00	3.63	61,058.04	15.69

Account: [redacted] eChecking
Beginning Interest Rate: 0.07%

Number of Checks: 0

Date	Description	Amount	Balance
Mar 09	Previous Statement Balance		61,054.41
Apr 08	Interest Paid	3.63+	61,058.04
Apr 08	Ending Statement Balance		61,058.04

INTEREST EARNED THIS STATEMENT PERIOD	
Days in Period	31
Interest Earned	3.62
Annual Percentage Yield Earned	0.07%

RFA G 11

charles SCHWAB

Schwab One® Trust Account of
MATT C CLARKE TTEE
MATHIEU CANTOU CLARKE SEPARAT
U/A DTD 08/13/2014

Account Number [redacted]

Statement Period
March 1-31, 2015

Change in Account Value

	This Period	Year to Date
Starting Value	**$ 1,781,961.38**	**$ 1,781,510.16**
Cash Value of Purchases & Sales	(263.95)	(17,966.54)
Investments Purchased/Sold	263.95	17,966.54
Deposits & Withdrawals	(6,000.00)	(18,000.00)
Dividends & Interest	9,277.04	11,523.64
Fees & Charges	0.00	(2,490.18)
Transfers	0.00	0.00
Income Reinvested	(265.57)	(1,087.19)
Change in Value of Investments	(10,358.14)	3,158.28
Ending Value on 03/31/2015	**$ 1,774,614.71**	**$ 1,774,614.71**
Accrued Income[d]	*156.00*	
Ending Value with Accrued Income[d]	***$ 1,774,770.71***	
Total Change in Account Value:		
Including Deposits and Withdrawals	**$ (7,346.67)**	**$ (6,895.45)**
Including Deposits, Withdrawals, and Accrued Income[d]	***$ (7,190.67)***	

Asset Composition

	Market Value
Money Market Funds [Sweep]	$ 207,768.53
Equities	1,384,024.92
Bond Funds	51,247.60
Equity Funds	97,438.46
Other Assets	34,135.20
Total Assets Long	**$ 1,774,614.71**
Total Account Value	**$ 1,774,614.71**
Accrued Income[d]	*156.00*
Total Value with Accrued Income[d]	***$ 1,774,770.71***

Account Notes

- Accrued Dividend is $156.00

The Rikoon Group

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Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.