Medical Marijuana Dispensary Permit Application

You may apply for one dispensary permit in this application for any of the medical marijuana regions listed below. A separate application must be submitted for each primary dispensary location sought by the applicant. Please see the Medical Marijuana Organization Permit Application Instructions for a table of the counties within each medical marijuana region and the counties in which you are eligible to locate your primary dispensary.

Please check to indicate the medical marijuana region, and specify the county, for which you are applying for a dispensary permit:

☐ Northwest  ☐ Northcentral  ☐ Northeast
☐ Southwest  ☐ Southcentral  ☒ Southeast

County 1 (Primary Dispensary Location): Montgomery
County 2 (if applicable): n/a
County 3 (if applicable): n/a
Medical Marijuana Dispensary Permit Application

Part A - Applicant Identification and Dispensary Information

(Scoring Method: Pass/Fail)

For this part, the applicant is required to provide background and contact information for the business or individual applying for a dispensary permit, the primary dispensary location, along with any second or third dispensary locations that are being sought under the application.

Section 1 – Applicant Name, Address and Contact Information

Business or Individual Name and Principal Address

<table>
<thead>
<tr>
<th>Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organic Farmacy Management LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other trade names and DBA (doing business as) names:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOH REDACTED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Address: 208 High Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>City: Chestertown</td>
</tr>
<tr>
<td>State: Md</td>
</tr>
<tr>
<td>Zip Code: 21620</td>
</tr>
<tr>
<td>Phone: 410-778-7941</td>
</tr>
<tr>
<td>Fax: 410-778-4459</td>
</tr>
<tr>
<td>Email: <a href="mailto:OrganicFarmacyMgmt@gmail.com">OrganicFarmacyMgmt@gmail.com</a></td>
</tr>
</tbody>
</table>

☒ Primary Contact, or ☐ Registered Agent for this Application

<table>
<thead>
<tr>
<th>Name: Ashley Colen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: DOH REDACTED</td>
</tr>
<tr>
<td>City: DOH REDACTED</td>
</tr>
<tr>
<td>State: DOH REDACTED</td>
</tr>
<tr>
<td>Zip Code: DOH REDACTED</td>
</tr>
<tr>
<td>Phone: DOH REDACTED</td>
</tr>
<tr>
<td>Fax: DOH REDACTED</td>
</tr>
<tr>
<td>Email: <a href="mailto:OrganicFarmacyMgmt@gmail.com">OrganicFarmacyMgmt@gmail.com</a></td>
</tr>
</tbody>
</table>

Section 2 – Dispensary Information

The applicant is required to provide a primary dispensary location. The applicant may include a second or third location under this application. A second or third dispensary may be added to a dispensary permit at a later date through the filing of an application for additional dispensary locations.

By checking “Yes,” you affirm that you possess the ability to obtain in an expeditious manner the right to use sufficient land, buildings and other premises and equipment to properly carry on the activity described in the medical marijuana dispensary permit application, and any proposed location for a dispensary.

☒ Yes ☐ No

Primary Dispensary Location (please indicate dispensary name as you would like it to appear on the dispensary permit)
**Facility Name:** Organic Farmacy  
**Address:** 874 West Lancaster Ave.  
**City:** Bryn Mawr  
**State:** PA  
**Zip Code:** 19010  
**County:** Montgomery  
**Municipality:** Lower Merion

Please provide a description of the public access to the dispensary location, including any local public transportation that may be available:

**HIPPOCRATIC GROWTH**

**PUBLIC ACCESS TO ORGANIC FARMACY**

Organic Farmacy is going to have its flag ship store in the heart of beautiful Bryn Mawr. Co-founders of the Company, Ashley and Paige Colen both attended schools in the immediate surrounding area from preschool through college. The building is located conveniently on the corner of Lancaster avenue and South Bryn Mawr Avenue with a traffic light and cross walk at the intersection for safe pedestrian crossing. Lancaster Avenue also known as route 30 is a main thoroughfare for the towns on the main line and go all the way into the city of Philadelphia a short distance away. The Philadelphia Main Line, known simply as the Main Line, is an informally delineated historical and social region of suburban Philadelphia, Pennsylvania. Lying along the former Pennsylvania Railroad's once prestigious Main Line, it runs northwest from downtown Philadelphia parallel to Lancaster Avenue (US Route 30).

Today, the former Pennsylvania Railroad Main Line, extending from the city limits to, traditionally, Bryn Mawr and ultimately Paoli cover an area of about 200 square miles (520 km²) The railroad first connected the Main Line towns in the 19th century. They became home to sprawling country estates belonging to Philadelphia’s wealthiest families, and over the decades became a bastion of "old money". Today, the Main Line includes some of the wealthiest communities in the country, including Lower Merion Township, Radnor Township, Gladwyne, and Villanova. The Main Line proper is a line of communities extending northwest from the City of Philadelphia. From Philadelphia, the stations on what is now referred to as the Paoli/Thorndale (formerly "R5") Line are: Overbrook, Merion, Narberth, Wynnewood, Ardmore, Haverford, and Bryn Mawr. The Main Line now encompasses many communities past Bryn Mawr including the Upper Main Line communities of Daylesford, Paoli, and Malvern. Rosemont, Villanova, Radnor, St. David’s, Wayne, Strafford, Devon, and Berwyn.

**Trains**
The Main Line is served by numerous different modes of transportation among which are three commuter rail lines operated by SEPTA. Connecting the region directly with Center City Philadelphia are the Paoli/Thorndale Line which shares the former Pennsylvania Railroad four track Keystone Corridor grade with Amtrak, and the Manayunk/Norristown Line which operates over the former Reading Railroad Norristown grade. The Paoli/Thorndale Line, classically known as the R5 is the line that runs to the Bryn Mawr station conveniently located less than a city block to the North and to the East of The Organic Farmacy dispensary.

SEPTA also offers light rail service through the Norristown High Speed Line known as the R100 train. The Norristown High Speed Line runs along the Main Line from Upper Darby to Ithan Avenue Station and Villanova Station, which are the next stop away from the Bryn Mawr Station that would also be within walking distance of The Organic Farmacy dispensary, before making a northward turn at the junction of Lancaster Avenue and the Blue Route toward Norristown.

The main thoroughfare through the Main Line is U.S. Route 30 which follows Lancaster Avenue (formerly the Philadelphia and Lancaster Turnpike) running east to west and serving as the backbone of the region by connecting a large majority of its towns and municipalities. Other highways serving the area are the Schuylkill Expressway (I-76) which connects it to Philadelphia, and the Blue Route (I-476) which runs north to south connecting the region with the Northeast Extension and the Pennsylvania Turnpike to the north, and to Philadelphia International Airport and I-95 to the south.

### Buses

Bus routes serve a number of neighborhoods and even more destinations throughout our region. Routes are designed to connect at nearby intersections; along with terminals, loops and transportation centers.

SEPTA commissions suburban buses on Routes 105 and 106 to run from Upper Darby to Bryn Mawr, with rush hour service extended to Paoli. These buses run almost entirely along Lancaster Avenue. These are the two lines that would service The Organic Farmacy dispensary.

You must be 18 years of age to enter the dispensary, so we assume that there will be students from the nearby universities and colleges that will come to Organic Farmacy. Villanova has two free shuttle services on the weekends that go down Lancaster Avenue and could easily accommodate a students needs.

### Parking

There is On street metered parking on Lancaster Avenue across the street from The Organic Farmacy dispensary as well as on the side streets of Central Ave and South Bryn Mawr avenue on the same block as The Organic Farmacy dispensary. There is a large parking lot across Lancaster Avenue on Morton Rd that is metered parking as well as permit parking.

### Pedestrian
The Organic Farmacy dispensary’s door is flush with the newly poured concrete sidewalk and provides easy wheelchair access for limited mobility patients. Additionally Organic Farmacy will participate actively in helping patients with access by initiating a caregiver registry for those of our patients too unwell to make it to the dispensary themselves. There are cross walks at the traffic light intersection where Organic Farmacy is located so pedestrians can safely make their way from the train station, bus stop, or parking lot.

Second Dispensary Location

<table>
<thead>
<tr>
<th>Facility Name: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>County:</td>
</tr>
</tbody>
</table>

PLEASE PROVIDE A DESCRIPTION OF THE PUBLIC ACCESS TO THE DISPENSARY LOCATION, INCLUDING ANY LOCAL PUBLIC TRANSPORTATION THAT MAY BE AVAILABLE:

N/A

Third Dispensary Location

<table>
<thead>
<tr>
<th>Facility Name: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>County:</td>
</tr>
</tbody>
</table>

PLEASE PROVIDE A DESCRIPTION OF THE PUBLIC ACCESS TO THE DISPENSARY LOCATION, INCLUDING ANY LOCAL PUBLIC TRANSPORTATION THAT MAY BE AVAILABLE:

N/A

Part B – Diversity Plan

(Scoring Method: 100 Points)

In accordance with Section 615 of the Act (35 P.S. § 10231.615), an applicant shall include with its application a diversity plan that promotes and ensures the involvement of diverse participants and diverse groups in ownership, management, employment, and contracting opportunities. Diverse Participants include a person, including a natural person; individuals from diverse racial, ethnic and cultural backgrounds and communities; women; veterans; individuals with disabilities; corporation; partnership; association; trust or other entity; or any combination thereof, who are seeking a permit issued by the Department of Health to grow and process or dispense medical marijuana. Diverse Groups include the following businesses that have been certified by a third-party certifying organization: a disadvantaged
Section 3 – Diversity Plan

By checking “Yes,” the applicant affirms that it has a diversity plan that establishes a goal of opportunity and access in employment and contracting by the medical marijuana organization. The applicant also affirms that it will make a good faith effort to meet the diversity goals outlined in the diversity plan. Changes to the diversity plan must be approved by the Department of Health in writing.

The applicant further agrees to report participation level and involvement of Diverse Participants and Diverse Groups in the form and frequency required by the Department, and to provide any other information the Department deems appropriate regarding ownership, management, employment, and contracting opportunities by Diverse Participants and Diverse Groups.

DIVERSITY PLAN

IN NARRATIVE FORM BELOW, DESCRIBE A PLAN THAT ESTABLISHES A GOAL OF DIVERSITY IN OWNERSHIP, MANAGEMENT, EMPLOYMENT AND CONTRACTING TO ENSURE THAT DIVERSE PARTICIPANTS AND DIVERSE GROUPS ARE ACCORDED EQUALITY OF OPPORTUNITY. TO THE EXTENT AVAILABLE, INCLUDE THE FOLLOWING:

1. The diversity status of the Principals, Operators, Financial Backers, and Employees of the Medical Marijuana Organization.
2. An official affirmative action plan for the Medical Marijuana Organization.
3. Internal diversity goals adopted by the Medical Marijuana Organization.
4. A plan for diversity-oriented outreach or events the Medical Marijuana Organization will conduct during the term of the permit.
5. Contracts with diverse groups and the expected percentage and dollar amount of revenues that will be paid to the diverse groups.
6. Any materials from the Medical Marijuana Organization’s mentoring, training, or professional development programs for diverse groups.
7. Any other information that demonstrates the Medical Marijuana Organization’s commitment to diversity practices.
8. A workforce utilization report including the following information for each job category within the Medical Marijuana Organization:
   a. The total number of persons employed in each job category,
   b. The total number of men employed in each job category,
   c. The total number of women employed in each job category,
   d. The total number of veterans in each job category,
e. The total number of service-disabled veterans in each job category, and  

f. The total number of members of each racial minority employed in each job category.

9. A narrative description of your ability to record and report on the components of the diversity plan.  

Please See Attachment

Part C – Applicant Background Information  

(Scoring Method: Pass/Fail)  

For this part the applicant is required to provide background and contact information for the principals, financial backers, operators and employees.

Section 4 – Principals, Financial Backers, Operators and Employees  

A. Please list all Principals, Financial Backers and Operators

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name: Ashley</td>
<td>Middle Name: Ghee</td>
</tr>
<tr>
<td>Occupation: Cannabis Professional/Inventor</td>
<td>Title in the applicant’s business: CEO</td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth:</td>
</tr>
<tr>
<td>Address Line 1: DOH REDACTED</td>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Address Line 3: DOH REDACTED</td>
<td>City: DOH REDACTED</td>
</tr>
<tr>
<td>Phone: DOH REDACTED</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name: Paige</td>
<td>Middle Name: Elizabeth</td>
</tr>
<tr>
<td>Occupation: Cannabis Professional/Inventor</td>
<td>Title in the applicant’s business: COO</td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth:</td>
</tr>
<tr>
<td>Address Line 1: DOH REDACTED</td>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Address Line 3: DOH REDACTED</td>
<td>City: DOH REDACTED</td>
</tr>
<tr>
<td>Phone: DOH REDACTED</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name: Stephen</td>
<td>Middle Name: Zosel</td>
</tr>
<tr>
<td>Occupation: Attorney</td>
<td>Title in the applicant’s business: CCO</td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth:</td>
</tr>
<tr>
<td>Address Line 1: DOH REDACTED</td>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City: DOH</td>
</tr>
<tr>
<td>Phone: DOH</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name: Kevin</td>
<td>Middle Name: J</td>
</tr>
<tr>
<td>Occupation: Attorney/Real Estate Mogul/Entrepreneur</td>
<td>Title in the applicant’s business: Financial Backer/ Business Advisor</td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth:</td>
</tr>
<tr>
<td>Address Line 1: DOH REDACTED</td>
<td>Address Line 2:</td>
</tr>
</tbody>
</table>
## B. Please list Employees

Please provide the following information for any employees that have been hired to date to work for the applicant listed in this application. If no employees are currently employed, please leave this section blank.

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name: Jamie</td>
</tr>
<tr>
<td>Middle Name:</td>
</tr>
<tr>
<td>Last Name: Fleetwood</td>
</tr>
<tr>
<td>Suffix:</td>
</tr>
<tr>
<td>Occupation: Doctor of Pharmacy</td>
</tr>
<tr>
<td>Title in the applicant’s business: Clinical Director</td>
</tr>
<tr>
<td>Also known as:</td>
</tr>
<tr>
<td>Date of birth:</td>
</tr>
<tr>
<td>Address Line 1:</td>
</tr>
<tr>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Phone: DOH REDACTED</td>
</tr>
<tr>
<td>Fax: DOH REDACTED</td>
</tr>
<tr>
<td>Email: DOH REDACTED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name:</td>
</tr>
<tr>
<td>Middle Name:</td>
</tr>
<tr>
<td>Last Name:</td>
</tr>
<tr>
<td>Suffix:</td>
</tr>
<tr>
<td>Occupation:</td>
</tr>
<tr>
<td>Title in the applicant’s business:</td>
</tr>
<tr>
<td>Also known as:</td>
</tr>
<tr>
<td>Date of birth:</td>
</tr>
<tr>
<td>Address Line 1:</td>
</tr>
<tr>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Phone: DOH REDACTED</td>
</tr>
<tr>
<td>Fax: DOH REDACTED</td>
</tr>
<tr>
<td>Email: DOH REDACTED</td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Address Line 1: ____________________________ Address Line 2: ____________________________
Address Line 3: ____________________________ City: ____________________________ State: ____________________________ Zip Code: ____________________________
Phone: __________________________________ Fax: ____________________________ Email: ____________________________

Name and Residential Address
First Name: ____________________________ Middle Name: ____________________________ Last Name: ____________________________ Suffix: ____________________________
Occupation: ____________________________ Title in the applicant’s business: ____________________________
Also known as: ____________________________ Date of birth: MM/DD/YYYY
Address Line 1: ____________________________ Address Line 2: ____________________________
Address Line 3: ____________________________ City: ____________________________ State: ____________________________ Zip Code: ____________________________
Phone: __________________________________ Fax: ____________________________ Email: ____________________________

Name and Residential Address
First Name: ____________________________ Middle Name: ____________________________ Last Name: ____________________________ Suffix: ____________________________
Occupation: ____________________________ Title in the applicant’s business: ____________________________
Also known as: ____________________________ Date of birth: MM/DD/YYYY
Address Line 1: ____________________________ Address Line 2: ____________________________
Address Line 3: ____________________________ City: ____________________________ State: ____________________________ Zip Code: ____________________________
Phone: __________________________________ Fax: ____________________________ Email: ____________________________

If more space is required, please submit additional information on other individuals in a separate document titled “Employees (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.

Section 5 – Moral Affirmation
By checking “Yes,” you affirm that each principal, financial backer, operator and employee listed in this permit application is of good moral character.

☐ Yes ☐ No

Section 6 – Compliance with Applicable Laws and Regulations
By checking “Yes,” you affirm that you, as well as the principals, financial backers, operators and employees listed in this permit application are able to continuously comply with all applicable Commonwealth laws and regulations relating to the operation of a medical marijuana dispensary.

☐ Yes ☐ No

Section 7 – Civil and Administrative Action
For the statements below:
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- By checking “Yes,” you affirm the statement
- If you check “No,” you must state your reasoning in “Schedule A” below

<table>
<thead>
<tr>
<th>Civil and Administrative Action</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>The applicant has never responded to an action resulting in sanctions, disciplinary actions or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>civil monetary penalties being imposed relating to a registration, license, permit or any other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>authorization to grow, process or dispense medical marijuana in any state.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The applicant has never responded to a civil or administrative action relating to a registration,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>license, permit or authorization to grow, process or dispense medical marijuana in any state.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The applicant has never been accused of obtaining a registration, license, permit or other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>authorization to operate as a grower, processor or dispensary of medical marijuana in any</td>
<td></td>
<td></td>
</tr>
<tr>
<td>jurisdiction by fraud, misrepresentation, or the submission of false information.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No civil or administrative action has been taken against the applicant under the laws of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>the Commonwealth or any other state, the United States or a military, territorial or tribal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>authority relating to a principal, operator, financial backer or employee of the applicant’s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>profession, or occupation or fraudulent practices, including fraudulent billing practices.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schedule A: Civil or Administrative History Incident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defendant</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

Part D – Plan of Operation

(Scoring Method: 550 Points)

A **Plan of Operation** is required for all dispensary permit applications. The **Plan of Operation** must include a timetable outlining the steps the applicant will take to become operational within six months from the date of issuance of a permit. The **Plan of Operation** must also describe how the applicant’s proposed business operations will comply with statutory and regulatory requirements necessary for the continued operation of the facility.
Plan of Operation

What must be covered in a Plan of Operation?
Applicants must identify how they will comply with relevant laws and regulations regarding:

- Security and Surveillance
- Employee qualifications and training
- Transportation of medical marijuana and medical marijuana products
- Storage of medical marijuana products
- Inventory management
- Recordkeeping
- Prevention of unlawful diversion of medical marijuana and medical marijuana products
- A timetable outlining the steps required for the applicant to become operational within six months from the date of issuance of a dispensary permit

By checking “Yes,” you affirm that you are able to continuously maintain effective security, surveillance and accounting control measures to prevent diversion, abuse and other illegal conduct regarding medical marijuana and medical marijuana products.

Section 8 – Operational Timetable

IF ISSUED A PERMIT, PLEASE DESCRIBE THE STEPS AND TIMEFRAMES FOR BECOMING FULLY OPERATIONAL AS A DISPENSARY WITHIN SIX MONTHS FROM THE DATE OF ISSUANCE OF A DISPENSARY PERMIT. SPECIFICALLY, PLEASE PROVIDE THE STEPS YOU WILL TAKE TO BEGIN THE PROCESS FOR THE HANDLING, STORING, AND TRANSPORTING OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease Signed and Executed</td>
<td>Monday 3/20/17</td>
</tr>
<tr>
<td>Award of License</td>
<td>Thursday 6/1/17</td>
</tr>
<tr>
<td>Hire Architect</td>
<td>Friday 6/2/17- Thursday 6/22/17</td>
</tr>
<tr>
<td>Order Interior Fittings</td>
<td>Monday 6/26/17-Wednesday 6/28/17</td>
</tr>
<tr>
<td>Approve Architectural Plans</td>
<td>Monday 6/26/17-Tuesday 7/4/17</td>
</tr>
<tr>
<td>Hire Engineer</td>
<td>Friday 6/2/17-Wednesday 6/21/17</td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

| Hire Electrician | 14 Days | Friday 6/2/17-Wednesday 6/21/17 |

If more space is required for the Operational Timetable, please submit additional information in a separate document titled “Operational Timetable (Cont’d)” in accordance with the attachment file name format requirements and include it with the attachments.

Section 9 – Employee Qualifications, Description of Duties and Training

<table>
<thead>
<tr>
<th>A. Please provide a description of the duties, responsibilities, and roles of each principal, financial backer, operator and employee.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Paige Colen-COO - Overseeing the construction of facilities, brand development. Implementation of financial and inventory control systems, recruitment, training and supervision of staff. Coordination with security and transport contractors.</td>
</tr>
<tr>
<td>3. Stephen Meehan-CCO-Responsible for government relations and regulatory compliance as well as providing general council for the company.</td>
</tr>
<tr>
<td>4. Kevin Silverang-Financial Backer-Responsible for providing adequate capitalization for our project. Overseeing the construction process by utilizing his large development, construction and financing firm. Local public relations and outreach strategy advise. Zoning Compliance and County and borough Liason. Providing legal council and business transaction advising.</td>
</tr>
<tr>
<td>5. Antonia Ness-CFO-Responsible for overseeing financial operations for the Company's dispensary. As a senior financial advisor she is responsible for advising the company on all financial matters, Including the direction of the Company’s structure and trajectory.</td>
</tr>
<tr>
<td>6. Jamie Fleetwood- Clinical Director-Keeping patients and recommending physicians up to date on the most cutting edge and current Pharmacopeia and Pharmacological findings in the scientific cannabis community in order to provide the highest quality of cannabis based medicines exhibiting peak efficacy to our patients. Helping patients tailor their medicine selections for their specific ailments.</td>
</tr>
</tbody>
</table>

| 7. |
| 8. |
# B. PLEASE DESCRIBE THE EMPLOYEE QUALIFICATIONS OF EACH PRINCIPAL AND EMPLOYEE.

1. Ashley Colen - Co-Invented a medicine delivery system to 3D print medications, including cannabis. Raised the necessary capital to fund the research and development of the product. Forged partnership with processors in Nevada to bring the product to market. Worked for two years in a cooperative dispensary in San Francisco. Co-founded Organic Farmacy Management LLC, a dispensary management and consulting company who has consulted and written applications for multiple successful dispensary awardees and is currently managing two other companies dispensary operations. Previously owned and operated a food establishment successfully for three years and worked with local authorities during that time to revise and draft legislation to benefit the local communities food service industry and the public, by facilitating access and opportunity.

2. Paige Colen - Co-Invented a medicine delivery system to 3D print medications, including cannabis. Raised the necessary capital to fund the research and development of the product. Forged partnership with processors in Nevada to bring the product to market. COO of Potent Rope oversees all aspects of production and inventory control. Co-founded Organic Farmacy Management LLC, a dispensary management and consulting company who has consulted and written applications for multiple successful dispensary awardees and is currently managing two other companies dispensary operations.

3. Stephen Meehan - Graduated from the University of Baltimore School of Law with a Juris Doctorate in 1992 and a Masters in Taxation in 1994. For the last 21 years his Law office, has provided general council to business owners and represented individuals and business clients before regulatory agencies, as well as in state and federal court at the trial and appellate levels. Managing partner of Imperial Hotel Management Group who own and run a historic hotel on Maryland's Eastern shore.

4. Kevin Silverang - Founding Partner of Silverang Hallowell Development Company, a development company specializing in acquiring and developing value added real estate. Cofounding Partner of Sileverang, Donohoe, Rosenzweig & Haltzman, LLC The firm provides sophisticated services for lenders, borrowers, developers, and investors in various real estate acquisition, leasing, construction, development, financing, restructuring and disposition transactions. He has personally developed over $500 million of property and co-founded two multi-million dollar real estate equity funds. He served as Executive Vice President and General Council of O'Neill Properties Group where he oversaw a portfolio of real estate with a retail value of over $4 billion. He served as Managing Partner of law firm Buchanan Ingersoll’s Philadelphia office, Vice Chairman of the firm’s real estate and banking practice, and a member of the executive committee and board of directors. His team there handled more than $1 billion of transactions from 1997 to 2003 for clients, including real estate developers, investors, banks, and corporations. Bachelor of Arts degree; Franklin & Marshall College. Juris Doctorate; Villanova University graduated cum laude.

5. Antonia Ness - CFA - Seasoned advisor and financial management experience. Has held positions of Principle, Associate, and Vice President in Merger and Acquisition firms active in
direct marketing initiatives/multi channel retail sectors. Extensive experience with both growing and distressed businesses. Has advised on wide range of transactions from Bankruptcy liquidations under $1 million to a $760 million sale. Princeton Undergraduate. University of Pennsylvania Masters

6. Jamie Fleetwood- Johns Hopkins Undergraduate-Public Health Major-University of Maryland, School of Pharmacy-Doctor of Pharmacy. 9 years of Pharmacy management experience. 8 years experience Medical Center Clinical Pharmacist. Pharmacy staffing, clinical services, and anticoagulation clinic services. Opened a specialty delivery pharmacy for compounded medicines from shell to fully executed for Safe Chain Solutions.

C. PLEASE DESCRIBE THE STEPS THE APPLICANT WILL TAKE TO ASSURE THAT EACH PRINCIPAL AND EMPLOYEE WILL MEET THE TWO-HOUR TRAINING REQUIREMENT UNDER THE ACT AND REGULATIONS.

1. CEO will assure that all principles have met the States Required Two Hour Training course requirement prior to starting initial operation of the dispensary by having all principles submit to the two hour training course when the security operations are implemented.

2. Security operations engage before final inspection occurs, so principles will not receive their security badges or person specific access pin codes until the two hour training requirement has been met, limiting their access to the Dispensary.

3. Employees will go through Organic Farmacy’s Orientation program the first week of their employment and the required two hour training course is to be submitted to the first day, in order to receive their employee identification badges and person specific access pin codes so that they may access the dispensary.

4. Payroll is engaged only after identification badges have been issued.

5. Clinical Director is responsible for confirming all employees and principles have completed the required two hour training course as individuals receive their identification badges.

6. The COO is responsible for checking that the Clinical Director has completed the required two hour training course.

7. Attendance records of the principles and employees shall be retained to be made available for inspection by the Department and its authorized agents upon request.

8.  
Pennsylvania Department of Health
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IF MORE SPACE IS REQUIRED FOR ANY OF THE ABOVE THREE COMPONENTS OF SECTION 9 (A, B AND C), PLEASE SUBMIT ADDITIONAL INFORMATION IN A SEPARATE DOCUMENT TITLED “EMPLOYEE QUALIFICATIONS, DESCRIPTION OF DUTIES AND TRAINING (CONT'D)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.

D. Licensed Medical Professionals at Facility

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A physician or a pharmacist will be present at the primary dispensary location listed in this permit application at all times during the hours the primary dispensary facility is open to dispense or to offer to dispense medical marijuana to patients and caregivers.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>If the applicant is operating any dispensaries in addition to the primary dispensary location listed under the permit, and a physician or pharmacist is not present onsite at the additional dispensary or dispensaries, a physician assistant or a certified registered nurse practitioner will be present onsite at each of the other dispensaries instead of a physician or pharmacist.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Any physician, pharmacist, physician assistant or certified registered nurse practitioner employed by a dispensary will, prior to assuming any duties at the dispensary facility, successfully complete a four-hour training course developed by the Department.</td>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>

PLEASE PROVIDE AN EXPLANATION OF ANY RESPONSES ABOVE THAT WERE ANSWERED AS A “NO” AND HOW YOU WILL MEET THESE REQUIREMENTS BY THE TIME THE DEPARTMENT DETERMINES YOU TO BE OPERATIONAL UNDER THE ACT AND REGULATIONS:

N/A

Section 10 – Security and Surveillance

A DISPENSARY MUST HAVE SECURITY AND SURVEILLANCE SYSTEMS, UTILIZING COMMERCIAL-GRADE EQUIPMENT, TO PREVENT UNAUTHORIZED ENTRY AND TO PREVENT AND DETECT DIVERSION, THEFT, OR LOSS OF ANY MEDICAL MARIJUANA OR MEDICAL MARIJUANA PRODUCTS.

PLEASE PROVIDE A SUMMARY OF YOUR PROPOSED SECURITY AND SURVEILLANCE EQUIPMENT AND MEASURES THAT WILL BE IN PLACE AT YOUR PROPOSED FACILITY AND SITE. THESE MEASURES SHOULD COVER, BUT ARE NOT LIMITED TO, THE FOLLOWING: GENERAL OVERVIEW OF THE EQUIPMENT, MEASURES AND PROCEDURES TO BE USED, ALARM SYSTEMS, SURVEILLANCE SYSTEM, STORAGE, RECORDING CAPABILITY, RECORDS RETENTION, PREMISES ACCESSIBILITY, AND INSPECTION/SERVICING/ALTERATION PROTOCOLS.
Section 11 – Transportation of Medical Marijuana

<table>
<thead>
<tr>
<th>A. Transportation</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes,” you affirm that any delivery of medical marijuana to any other medical marijuana organization or approved laboratory within the Commonwealth will adhere to the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Medical marijuana will only be delivered between 7 a.m. and 9 p.m.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>• Medical marijuana will not be transported to any location outside of this Commonwealth.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>• A global positioning system will be used to ensure safe, efficient delivery of the medical marijuana to a medical marijuana organization.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>In addition to having a transport vehicle staffed with a delivery team consisting of at least two individuals, the applicant affirms the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• At least one delivery team member will remain with the vehicle at all times that the vehicle contains medical marijuana.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>• Each delivery team member shall have access to a secure form of communication with the dispensary, such as a cellular telephone, at all times that the vehicle contains medical marijuana.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>• Upon demand, each delivery team member shall produce an identification badge or card to the Department or its authorized agents, law enforcement or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>• Each delivery team member will have a valid driver’s license.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>• While on duty, a delivery team member will not wear any clothing or symbols that may indicate ownership or possession of medical marijuana.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>• Medical marijuana stored inside the transport vehicle may not be visible from the outside of the transport vehicle.</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>
**Pennsylvania Department of Health**  
**Medical Marijuana Dispensary Permit Application**

- A delivery team shall proceed in a transport vehicle from the dispensary, where the medical marijuana is loaded, directly to the medical marijuana organization, where the medical marijuana is unloaded, without unnecessary delays. Notwithstanding the foregoing, a transport vehicle may make stops at multiple facilities, as appropriate, to deliver medical marijuana.

- Any vehicle accidents, diversions, losses, or other reportable events that occur during transport of medical marijuana must be immediately reported to the Department either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.

- The Department shall be notified daily of the dispensary’s delivery schedule, including routes and delivery times, either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.

- A transport vehicle is subject to inspection by the Department or its authorized agents, law enforcement or other Federal, State or local government officials if necessary to perform the government officials’ functions and duties.

- A transport vehicle may be stopped and inspected along its delivery route or at any medical marijuana organization.

- If a third-party contractor is used, the contractor must comply with all the transportation requirements listed in the Act and regulations.

**B. Transport Manifest**

By checking “Yes” to any statement, you affirm that the transport manifest (printed or electronic) that accompanies every transport vehicle will contain the following information and meet the following requirements:

If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.

- The name, address and permit number of the medical marijuana organization receiving the delivery, and the name of and contact information for a representative of the medical marijuana organization.

- The quantity, by weight or unit, of each medical marijuana harvest batch, harvest lot or process lot contained in the transport, along with the identification number for each harvest batch, harvest lot or process lot.
### Pennsylvania Department of Health
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- The date and approximate time of departure. ☒ ☐
- The date and approximate time of arrival. ☒ ☐
- The transport vehicle’s make, model, and license plate number. ☒ ☐
- The identification number of each member of the delivery team accompanying the transport. ☒ ☐
- When a delivery team delivers medical marijuana to multiple medical marijuana organizations, the transport manifest must correctly reflect the specific medical marijuana in transit; each recipient will also provide the dispensary with a printed receipt for the medical marijuana received. ☒ ☐
- All medical marijuana being transported must be packaged in shipping containers and labeled in accordance with §§ 1151.34 and 1161.28 (relating to packaging and labeling of medical marijuana; and labels and safety inserts). ☒ ☐
- Separate copies of the transport manifest will be provided to each recipient receiving the medical marijuana product described in the transport manifest. To maintain confidentiality, a dispensary may prepare separate manifests for each recipient. ☒ ☐
- The applicant acknowledges that, upon request, a copy of the printed transport manifest, and any printed receipts for medical marijuana being transported, will be provided to the Department or its authorized agents, law enforcement, or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties. ☒ ☐

**PLEASE PROVIDE AN EXPLANATION OF ANY RESPONSES ABOVE THAT WERE ANSWERED AS A “NO” AND HOW YOU WILL MEET THESE REQUIREMENTS BY THE TIME THE DEPARTMENT DETERMINES YOU TO BE OPERATIONAL UNDER THE ACT AND REGULATIONS:**

N/A

### C.
**PLEASE DESCRIBE YOUR PLAN REGARDING THE TRANSPORTATION OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS. FOR EXAMPLE, EXPLAIN WHETHER YOU PLAN TO MAINTAIN YOUR OWN TRANSPORTATION OPERATION AS PART OF THE FACILITY OPERATION, OR WHETHER YOU WILL USE A THIRD-PARTY CONTRACTOR. IF YOU CHOOSE TO USE YOUR OWN TRANSPORTATION OPERATION, PLEASE PROVIDE THE NUMBER AND TYPE OF VEHICLES THAT WILL BE USED TO TRANSPORT MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, THE TRAINING THAT WILL BE PROVIDED TO EMPLOYEES THAT WILL TRANSPORT MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, AND**
Section 12 – Storage of Medical Marijuana

A. Storage Requirements

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that the plan of operation will address the below statements:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
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</tr>
</tbody>
</table>

- There will be separate, locked, limited access areas for the storage of medical marijuana that is expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose containers or packaging have been opened or breached, until the medical marijuana is returned to a grower/processor, destroyed or otherwise disposed of, as required by § 1151.40 (relating to the management and disposal of medical marijuana waste).
- All storage areas will be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds, and pests.
- A separate and secure area for temporary storage of medical marijuana that is awaiting disposal will be established.

PLEASE PROVIDE AN EXPLANATION OF ANY RESPONSES ABOVE THAT WERE ANSWERED AS A “NO” AND HOW YOU WILL MEET THESE REQUIREMENTS BY THE TIME THE DEPARTMENT DETERMINES YOU TO BE OPERATIONAL UNDER THE ACT AND REGULATIONS:

N/A

B. PLEASE DESCRIBE YOUR PLANS REGARDING THE STORAGE OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS WITHIN YOUR FACILITY:

Please See Attachment
Section 13 – Labeling of Medical Marijuana Products

<table>
<thead>
<tr>
<th>A. Labeling Requirements</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that the applicant will implement a quality control process to ensure that the label does not bear any of the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>• Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>• Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead an individual to believe that the product has been endorsed, manufactured, or approved for use by any State, county or municipality or any agency thereof.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>• Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.</td>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>

Please provide an explanation of any responses above that were answered as a “No” and how you will meet these requirements by the time the Department determines you to be operational under the Act and regulations:

N/A

B. Please describe your process for creating and monitoring the labeling used for medical marijuana products:

Please see attachment

Section 14 – Inventory Management

<table>
<thead>
<tr>
<th>A. Electronic Tracking System</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
**You acknowledge that you must use the electronic tracking system prescribed by the Department containing the requirements in section 701 of the Act (35 P.S. § 10231.701).**

**You acknowledge that an electronic tracking system that is approved by the Department will be deployed to log, verify and monitor the receipt of medical marijuana product from a grower/processor, the verification of the validity of an identification card presented by a patient or caregiver, the dispensing of medical marijuana product to a patient or caregiver, the disposal of medical marijuana waste and the recall of defective medical marijuana.**

<table>
<thead>
<tr>
<th>B. Inventory Management</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that each dispensary will maintain the following inventory data in its electronic tracking system:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Medical marijuana received from a grower/processor.</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>• Medical marijuana dispensed to a patient or caregiver.</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>• Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or awaiting disposal.</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>• Inventory controls and procedures will be established for the conducting of monthly inventory reviews and annual comprehensive inventories of medical marijuana at the facility.</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>• The written or electronic record will include the date of the inventory, a summary of the inventory findings, and the employee identification numbers and titles or positions of the individuals who conducted the inventory.</td>
<td>✗</td>
<td></td>
</tr>
</tbody>
</table>

**PLEASE PROVIDE AN EXPLANATION OF ANY RESPONSES ABOVE THAT WERE ANSWERED AS A “NO” AND HOW YOU WILL MEET THESE REQUIREMENTS BY THE TIME THE DEPARTMENT DETERMINES YOU TO BE OPERATIONAL UNDER THE ACT AND REGULATIONS:**

N/A
C. PLEASE DESCRIBE YOUR APPROACH REGARDING THE IMPLEMENTATION OF AN INVENTORY MANAGEMENT PROCESS. THIS APPROACH MUST ALSO INCLUDE A PROCESS THAT PROVIDES FOR THE RECALL OF MEDICAL MARIJUANA PRODUCTS AND THE MANAGEMENT OF MEDICAL MARIJUANA PRODUCT RETURNS FROM YOU TO THE ORIGINATING GROWER/PROCESSOR:

DOH REDACTED
Pennsylvania Department of Health
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DOH REDACTED
Section 15 – Diversion Prevention

A. PLEASE PROVIDE A SUMMARY OF THE PROCEDURES THAT YOU WILL IMPLEMENT AT EACH PROPOSED FACILITY FOR THE PREVENTION OF THE UNLAWFUL DIVERSION OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, ALONG WITH THE PROCESS THAT WILL BE FOLLOWED WHEN EVIDENCE OF THEFT/DIVERSION IS IDENTIFIED:

Please See Attachment

Section 16 – Sanitation and Safety

A. PLEASE PROVIDE A SUMMARY OF THE INTENDED SANITATION AND SAFETY MEASURES TO BE IMPLEMENTED AT EACH PROPOSED FACILITY LISTED IN THE PERMIT APPLICATION. THESE MEASURES SHOULD COVER, BUT ARE NOT BE LIMITED TO, THE FOLLOWING: A WRITTEN PROCESS FOR CONTAMINATION PREVENTION, PEST PROTECTION PROCEDURES, MEDICAL MARIJUANA PRODUCT HANDLER RESTRICTIONS, AND HAND-WASHING FACILITIES.

Please See Attachment
Section 17 – Recordkeeping

A. Please provide a summary of your recordkeeping plan at each proposed facility listed in the permit application. This plan should cover, but is not limited to, records of inventory and all dispensing transactions:

Please see attachment.

Part E – Applicant Organization, Ownership, Capital and Tax Status
(Scoring Method: 150 Points)

Section 18 – Organizational Structure

<table>
<thead>
<tr>
<th>Applicant’s Form of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One</td>
</tr>
<tr>
<td>☐ C-Corporation</td>
</tr>
<tr>
<td>☐ S-Corporation</td>
</tr>
<tr>
<td>☒ Limited Liability Company</td>
</tr>
<tr>
<td>☐ Sole Proprietorship</td>
</tr>
<tr>
<td>☐ Partnership</td>
</tr>
<tr>
<td>☐ Limited Liability Partnership</td>
</tr>
<tr>
<td>☐ Non-Profit Organization</td>
</tr>
<tr>
<td>☐ Other (explain):</td>
</tr>
</tbody>
</table>

Applicant’s Organization Documents

| State of Incorporation or Registration: Maryland | Date of Formation: 09/28/15 |
| Business Name on Formation Documents: Organic Farmacy Management LLC |

Applicant’s Identification Numbers

<table>
<thead>
<tr>
<th>Federal Employer ID number:</th>
<th>PA Unemployment Compensation Account Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>82-0813744</td>
<td>N/A</td>
</tr>
</tbody>
</table>

PA Department of Revenue Tax number (if applicant is currently doing business in Pennsylvania):

| PA Department of Revenue Tax number (if applicant is currently doing business in Pennsylvania): |
| N/A |

PA Workers’ Compensation Policy Number (if applicant is currently doing business in Pennsylvania):

| PA Workers’ Compensation Policy Number (if applicant is currently doing business in Pennsylvania): |
| N/A |

The applicant affirms that workers’ compensation insurance will be obtained by the time the Department determines you to be operational under the Act and regulations. Yes [x] No [ ]

Section 19 – Business History and Capacity to Operate

Describe your business history and your ability and plan to maintain a successful and financially sustainable operation:
**SECTION 20 – CURRENT OFFICERS**

Provide the position, title in the applicant’s business, and address information for all current officers, directors, partners or trustees.

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> Ashley</td>
<td><strong>Middle Name:</strong> Ghee</td>
</tr>
<tr>
<td>Occupation: Cannabis Professional/Inventor</td>
<td>Title in the applicant’s business: CEO</td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: DOH REDACTED</td>
</tr>
<tr>
<td>Address Line 1: DOH REDACTED</td>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City: DOH REDACTED</td>
</tr>
<tr>
<td>Phone: DOH REDACTED</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> Paige</td>
<td><strong>Middle Name:</strong> Elizabeth</td>
</tr>
<tr>
<td>Occupation: Cannabis Professional/Inventor</td>
<td>Title in the applicant’s business: COO</td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: DOH REDACTED</td>
</tr>
<tr>
<td>Address Line 1: DOH REDACTED</td>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City: DOH REDACTED</td>
</tr>
<tr>
<td>Phone: DOH REDACTED</td>
<td>Fax:</td>
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<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> Stephen</td>
<td><strong>Middle Name:</strong> Zosel</td>
</tr>
<tr>
<td>Occupation: Attorney</td>
<td>Title in the applicant’s business: CCO</td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: DOH</td>
</tr>
<tr>
<td>Address Line 1: DOH REDACTED</td>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City: DOH</td>
</tr>
<tr>
<td>Phone: DOH REDACTED</td>
<td>Fax:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> Antonia</td>
<td><strong>Middle Name:</strong> Scott</td>
</tr>
<tr>
<td>Occupation: CFA</td>
<td>Title in the applicant’s business: CFO</td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: DOH REDACTED</td>
</tr>
<tr>
<td>Address Line 1: DOH REDACTED</td>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City: DOH REDACTED</td>
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<tr>
<td>Phone: DOH REDACTED</td>
<td>Fax:</td>
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<tbody>
<tr>
<td><strong>First Name:</strong></td>
<td><strong>Middle Name:</strong></td>
</tr>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
</tr>
<tr>
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<tr>
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IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER OFFICERS IN A SEPARATE DOCUMENT TITLED “CURRENT OFFICERS (CONT.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.

SECTION 21 – OWNERSHIP

IN THIS SECTION, LIST ALL PERSONS WITH A CONTROLLING INTEREST IN THE BUSINESS, DEFINED AS FOLLOWS:

1. FOR A PUBLICLY TRADED COMPANY, VOTING RIGHTS THAT ENTITLE A PERSON TO ELECT OR APPOINT ONE OR MORE OF THE MEMBERS OF THE BOARD OF DIRECTORS OR OTHER GOVERNING BOARD, OR THE OWNERSHIP OR BENEFICIAL HOLDING OF 5% OR MORE OF THE SECURITIES OF THE PUBLICLY TRADED COMPANY.
2. FOR A PRIVATELY HELD ENTITY, THE OWNERSHIP OF ANY SECURITY IN THE ENTITY.

COMPLETE THE APPROPRIATE SECTION(s) BELOW:

A. FOR C-CORPORATIONS, S-CORPORATIONS, LLCs AND PLLCS

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|---------------------|------------------------|---------------|--------------------------------------|
| N/ A                |                        | 09/28/15      | DOH REDACTED                          |

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**Terms, conditions, rights and privileges:**

Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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If more space is required, please submit additional information on other owners of the corporation in a separate document titled “Owners of the Corporation (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.

### B. For Partnerships and LLPs

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### Pennsylvania Department of Health
#### Medical Marijuana Dispensary Permit Application

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# Pennsylvania Department of Health

## Medical Marijuana Dispensary Permit Application

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C. OTHER PERSONS HOLDING AN INTEREST IN THE PROPOSED SITE OR FACILITY

LIST ANY OTHER PERSONS HOLDING AN INTEREST IN THE PROPOSED SITE OR FACILITY, THAT ARE OTHERWISE NOT DISCLOSED IN SECTIONS A OR B.

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**SECTION 22 – CAPITAL REQUIREMENTS**

**PLEASE SEE ATTACHMENT**

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**Part F – Community Impact**

*(Scoring Method: 100 Points)*

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**SECTION 23 – COMMUNITY IMPACT**

**PLEASE BE ADVISED, INDICATION OF SUPPORT FROM PUBLIC OFFICIALS WILL NOT BE CONSIDERED WHEN EVALUATING THIS SECTION.**

**PROVIDE A SUMMARY OF HOW THE APPLICANT INTENDS TO HAVE A POSITIVE IMPACT ON THE COMMUNITY WHERE ITS OPERATIONS ARE PROPOSED TO BE LOCATED:**

- **ORGANIC FARMACY**
**DISPENSARY COMMUNITY IMPACT**

Organic Farmacy is committed to Pennsylvania’s patient population and the community that surrounds our proposed dispensary location. As we truly believe in the undeniable benefits of cannabis, we have devoted our lives to sharing the light and joy that is unearthed when medical cannabis is introduced to a debilitating condition, and to the people and families affected. Just as cannabis will alleviate the symptoms and stress that sickness places on a person, Organic Farmacy will care for and nurture our surrounding community to promote their general well-being and ability to thrive. Like a ray of light springing from a shrouded source, we will spread positive effects to the surrounding community that emanate from our dispensary, all the while maintaining our commitment to our Strategic Diversity Plan.

As a responsible and community-oriented company, we are committed to keeping our community safe, healthy, and growing economically. Being a majority woman-owned MBE, we understand what it is to be given the benefit of the doubt, or a helping hand when it is needed most. We will provide and promote the assistance for and relief to the community’s greatest needs. Our community will become our family, and we are devoted to supporting our family. The stronger our community becomes, the stronger our organization will be, we will be able to provide more benefits that reach out further and further, until we have spread light and joy to the entire Southeast Region and beyond. Our generosity and proactive approach will know no boundaries.

**WORKFORCE DEVELOPMENT INITIATIVE**

As there are 101 different Colleges and Universities within a 50 mile radius of Organic Farmacy dispensary in Bryn Mawr, the up and coming workforce potential should be tapped into and promoted. Organic Farmacy’s education, training, and employment opportunities will actively serve to satisfy a workforce development initiative. One of the cofounders of the Company, Paige is actively involved with VC@VU an Entrepreneurship platform at Villanova University. She devotes time to the organization by speaking and mentoring students on her start-up business experiences. Harcum College is in close proximity to the proposed dispensary location, Organic Farmacy aims to work with the college, its faculty, and its students in any way it can to provide educational and training opportunities that will help to build and strengthen the workforce coming out of Harcum College, and perhaps provide future employment for qualified candidates. Organic Farmacy will offer bi-annual Education and Training Programs to students, who meet established qualifications, free of charge. These programs will contain the same educational information and industry training standards that Organic Farmacy’s own employees are required to submit to at least annually. These programs will be taught by Organic Farmacy’s Clinical Director who is a Johns Hopkins and University of MD school of pharmacy graduate. Compliance, First Aid and Safety, Nutrition, Wellness and the pharmacopeia of medical marijuana will be subjects that will serve to develop the workforce. Not only will we help train individuals on practices that will prepare them for work in the medical cannabis industry, but it will also prepare them for other industries such as clinical research, health coaching, food service, and pharmacy operations. If the demand is there, Organic Farmacy will work to make the programs available to students from other colleges and universities, or local community members that would like to participate and learn. Knowledge is power and we aim to empower the community with what we can offer them.
All Principles, Owners, Advisors, and Department Managers will make themselves available at least once annually for speaking, teaching, or guidance opportunities to promote education and training based on their areas of expertise. Our Principles, Owners, Advisors, and Department Managers come from all walks of life with their own backgrounds, challenges, and life lessons; as a company our collective value comes from each individual employee’s unique qualities and strengths. We understand that the different paths we have chosen in our own lives have led us to making important decisions that affect our lives and careers, being able to educate others on the challenges we have already faced will strengthen those that come behind us. Anything we can do individually to better serve our community and the future workforce is a valuable opportunity for us.

ORGANIC FARMACY AND ECONOMIC GROWTH

Organic Farmacy aims to steadily build the economic growth of the Southeast Region through job creation. Creating high paying jobs that offer health benefits for members of the local community will be an important surge in economic growth in the immediate surrounding area. The more money we can inject into the economy by way of our employees, and vendors, the better the community will fare. Maintaining our employment focus on the developed Strategic Diversity Plan will provide excellent jobs to individuals who have been traditionally underserved. The education and training we provide to employees to prepare them for their jobs at the dispensary, will give them the tools they need to be successful in not only our company, but in jobs in other industries as well, such as holistic medicine, traditional pharmacies, and food services. Organic Farmacy will offer jobs to local individuals that may not otherwise have had such a valuable opportunity to grow and expand their horizons. So many jobs these days require so much out of applicants, the prerequisites can be intimidating, and sometimes even a deterrent to apply. Organic Farmacy will seek to hire individuals from the community who are willing to learn, their jobs will require only the education and training provided by Organic Farmacy to be successful in their position.

Organic Farmacy is hopeful that our employees will be able to better themselves and their family’s standard of living through their employment with us. We understand that family always comes first and is a blessing, but we also know it can be a source of financial strife, especially if an individual’s ability or opportunity to work is limited due to child-care obligations. Organic Farmacy will work together with any employee that has a child below schooling age and is in this financial position, by allowing flexible work schedules and providing qualifying employees with money toward child-care/daycare services while employed by Organic Farmacy. As many of our Principles, Owners, and Investors are parents, we know what it feels like to have overwhelming untapped potential within, but being unable to commit to a job due to the fact that child-care costs may simply outweigh the benefits of working. We want to ensure that applicants and our employees are never faced with the dilemma of having to make the impossible decision between working for Organic Farmacy or caring for their family, when they can do both, and are encouraged to do so.

It is important to us that we work to benefit each member of our team, as the positive impact we will have on their lives, will be exponentially expanded and felt in the community outside of our dispensary. Organic Farmacy’s initial dispensary will create 15 new jobs for hardworking individuals, climbing to 45 once we are operating all three of our planned phased dispensary locations, which will prepare them well for a future in our company, as well as provide them with...
the education, training and experience for this burgeoning industry and other related industries. Estimated construction cost for the dispensary is estimated to total $250,000. Organic Farmacy is projected to employ 15 local people, with a payroll of approximately $500,000.

**COMMUNITY OUTREACH AND SUPPORT**

Community outreach and support will be important aspects of our operation and will provide opportunities to positively impact the communities in the surrounding area. Organic Farmacy’s *Good Neighbor Listening* policy provides open channels of communication between our organization and the community, as well as protocol to address any issues or concerns felt by the community as a result of our presence. Organic Farmacy will actively seek to solve any problems that may arise, and take the opportunity to positively change our organization to promote harmony within the community. We will gladly address any question, comment, or concern from any member or community group within 48-hours upon receipt of notice. Being a Good Listening Neighbor will help Organic Farmacy be a good member of the community.

Organic Farmacy will actively work to provide financial support for local non-profits and organizations that deliver assistance to the community and its infrastructure. We will focus on programs and services that build long-term solutions to meet the current and future health needs in the Montgomery County area. We will coordinate and help fund non-profits in the area that sponsor professional development programs, as we strive to facilitate economic growth. Initially, Organic Farmacy will work to serve the residents of Lower Merion Township and those within a close range of downtown Bryn Mawr. The range of organizations we are going to contribute is vast.

Organic Farmacy dispensary is located directly across Lancaster Avenue from the Bryn Mawr Fire Company. Organic Farmacy will contribute financial support to the Bryn Mawr fire company. Located at 901 W. Lancaster Avenue in the heart of Bryn Mawr, the Bryn Mawr Firehouse is home to Ladder 23, Engine 23, and Squad 23. For over 100 years our volunteers have served Lower Merion and Radnor Township residents in their times of need. This year our 3 fulltime Engineers, 5 officers and more than 30 Hosemen will respond approximately 700 calls including Structure Fires, Brush Fires, Fire and Carbon Monoxide Alarms, Motor Vehicle Accidents, Motor Vehicle Fires, Wires...
Down, Utility Standby, EMS Assist, Major Medical Emergencies, Helicopter Landing Zone setups, and many more.

Built on a foundation of tradition, training, family, and community service, the Bryn Mawr Fire Company proudly serves its Delaware and Montgomery County residents. At Bryn Mawr they pride themselves on maintaining their traditions and level of service from the past while constantly working to remain ahead of the times and at the top of their game. Led by Danny Kincade, only the 10th chief in our over 100 year history, the Bryn Mawr Fire Company's volunteers are here to serve you and your family 24 hours a day, 7 days a week, 365 days a year.

- **COMMUNITY HEALTH & DENTAL CARE** - Their mission is to identify gaps in health services and ensure access to appropriate levels of care for all people in the service area regardless of their ability to pay. It is important to Organic Farmacy to supporting the health and dental care of our community residents who may be unable to access care due to financial restrictions. Organizations like Community Health & Dental Care will make a real difference to many individuals and families in the community that require charitable services like this.

- **FAMILY SERVICES MONTGOMERY COUNTY** - The non-profit serves children, seniors, and families. A community is strengthened by all of its members, from children to seniors, and the individual families that live and work within our community. Family Services provide a lot of services and benefits to the community and the organization recognizes the opportunities to help individuals at every stage of life. This organization is deeply rooted in helping others help themselves and utilizing stronger members of the community to help those that require more support. As much as possible, Organic Farmacy will commit time and money to this organization. Family Services offers the following programs:

  - **Foster Grandparent Program** - provides volunteer opportunities for limited-income seniors over the age of 55 to help children with special needs. Volunteers work in day care centers, elementary schools, Head Start programs, alternative schools, and at other community agencies providing one-on-one academic and emotional support to children who have been abused, have physical or developmental disabilities, or are in need of additional assistance.

  - **Project HEARTH (Helping Elderly Adults Remain in Their Homes)** - Project HEARTH links elderly adults who are healthy enough to live in their own homes with special support services that help them to remain independent. This is extremely important to two of the principles of Organic Farmacy, sisters Ashley and Paige Colen. Their grandmother was removed from her home that she and her late husband had built to retire and grow old in, while still in great physical and mental health, by a family member who placed her in a locked dementia unit of a nursing home against her will. The family member had forced their grandmother
to sign all of her properties and the money she had over to them. While only in the facility for a few months, their grandmother’s quality of life and lack of mental stimulation resulted in a drastic decline in her health and mental capabilities. She was not properly cared for, falling many times and not receiving proper medical care. By the time their court battle was over, their grandmother was no longer in an appropriate condition to be living alone in her own home, and no longer had the monetary security to have a nursing companion. It is important to Ashley and Paige that the elderly are able to remain in their homes for as long as possible if they are healthy enough to remain independent, as the change can often lead to a drastic decline and quality of life.

- **Senior Companion Program** - The program pairs limited-income seniors with frail elderly individuals who may have difficulty completing everyday tasks. Senior Companions offer one-on-one support by helping with mail, writing letters, playing cards, and other games, offering respite care, talking and listening, at no cost to the client.

- **Montgomery County Truancy Abatement Initiative** - Provides case management services that address the casual factors of poor school attendance. It is a collaborative partnership between schools, law enforcement, magisterial district courts, and public and private social service agencies.

- **Guiding Good Choices and Staying Connected with Your Teen** - Five-week prevention programs that teach parents about developmental stages and other factors in the home, school and community that put their children at risk for making unhealthy choices.

- **Project Hope (HIV/AIDS Outreach Prevention Education)** - The only comprehensive HIV/AIDS services program in Montgomery County.

- **VITA (Volunteer Income Tax Assistance)** - The VITA program offers free basic income tax preparation to low-to-moderate income individuals and families (who earn less than $54,000). Volunteers are trained and certified by the Internal Revenue Service to prepare and electronically file income tax forms.

- **Women’s Center of Montgomery County** - The volunteer community organization’s primary focus is on eliminating domestic violence and other forms of abuse. They provide programs to educate and assist women, victims, and the community on domestic violence, elder abuse, and other abuse issues, prevention education, and outreach to the community and schools. They also provide many other services, such as legal advocacy and counseling, support groups, emergency funds for victims to escape abusers, emergency relocation funding, court and hospital accompaniment, stalking prevention, as well as professional training and technical support to local Law Enforcement and criminal justice personnel. Their Medical Advocacy program has
become a national prototype for suburban hospital settings and was recognized in 2007 by the GlaxoSmithKline Impact Awards committee.

- **Laurel House** - Laurel House is a comprehensive domestic violence agency serving individuals, families and communities throughout Montgomery County. The mission of Laurel House is to advocate for and empower those impacted by domestic violence by providing crisis intervention, safe haven, supportive programs and resources. They also work to advance social change through preventative education and through community training and collaboration to foster a coordinated response to domestic abuse.

- **Rehab After Work & Rehab After School** - An innovative leader in adolescent drug and alcohol treatment. Utilizing the most effective treatment models, Rehab After School offers comprehensive care that addresses the full range of needs for adolescents and their families. In a caring and comfortable environment, our highly-trained therapists support and guide adolescents and their families through the treatment process. From prevention to addiction, there are programs that can help curb adolescents’ introduction to and battle with substance abuse. Rehab After Work provides effective treatment models for individuals who are living with their substance abuse issues every day and who must continue to work. Principles Ashley and Paige lost three friends in the last year who were residents of Montgomery County to opioid overdoses. These friends were males between the ages of 25-35, with well-paying full time jobs, and each of them had been prescribed opiates by doctors due to sports injuries from high school and/or college. They continued to work and live with their addictions, but the price of prescription opioids led them to heroin, which eventually led to each of their deaths. For those who have substance abuse issues, having a program like Rehab After Work or Rehab After School could be the opportunity that allows them to survive.

- **Pennsylvania Veterans Foundation** - Providing assistance and support to Pennsylvania veterans who served our country, and their families, is an honor and a pleasure for Organic Farmacy. The Foundation provides aid, comfort, assistance, and support to Pennsylvania veterans and their families, including veterans of war or armed conflict and peacetime veterans. The Foundation helps ensure that Pennsylvania veterans and their dependents have access to accurate up-to-date information and assistance to qualify for federal, state and local veterans’ benefits, and works to help those in need of shelter and the necessities of living. Organic Farmacy will work to collect and donate clothing, furniture, and basic necessities to the Foundation.

**Organic Farmacy’s Employee Community Service Requirement**

Organic Farmacy understands the great benefits that money can provide to organizations that have established programs focused on helping the community, but we also understand that money
is not always what solves all the problems a community is faced with. Sometimes, an extra set of helping hands is more important than a faceless donation, which is why every employee of Organic Farmacy, regardless of their position in the company, will be required to fulfill a yearly commitment of 20-hours of community service. Organic Farmacy will pay our employees for their community service time at their position’s rate of pay. 40 employees can provide at least 800 hours of community service in a single year, which is a lot of helping hands.

The 20-hours of community service may be fulfilled through volunteering at any of the non-profit organizations listed in this document, or any other charitable organization that meets Organic Farmacy’s established community service criteria. Employees may satisfy their community service requirements by taking part in events such as Relay for Life, Making Strides Against Breast Cancer, or any other charity event that they feel passionate about supporting. Organic Farmacy will also work to develop its own charity events, which employees will be encouraged to participate in together.

ORGANIC FARMACY CHARITY MATCH

Organic Farmacy is committed to matching any contribution that an employee of Organic Farmacy makes to a charitable organization. If an employee pledges an amount of money to a charitable organization, such as Relay for Life, Organic Farmacy will match their pledge dollar for dollar. Employees will be encouraged to approach facility leadership about any community service organization or event that they are committed to supporting financially. Facility leadership will work together with our employees to bolster their dedication and support. Those that lead by example to make positive changes in their community should be applauded, they are the same people that Organic Farmacy hopes to hire. If a cause or charity is important to one of our employees, then it will be important to Organic Farmacy. By listening to and learning from our employees we will have a direct line of communication to the local community, which will facilitate the exponential positive impact we can have on the immediate community. We will strive to be the best company that we can be in all facets, including from a moral standpoint; we will do this for the patients of Pennsylvania, our community, and for our employees. Organic Farmacy will support our employees who selflessly support others, because that is the environment we seek to create.

COMFORT FROM COMPOST

The principles of Organic Farmacy are conscientious community members who seek every opportunity to provide a helping hand, a comforting moment, or a thoughtful gesture. Medical cannabis provides us with an opportunity to offer natural relief and encouraging hope to individuals that can and will benefit from its uses. As responsible and caring citizens, we are always searching for a way to provide sustainable efforts to supplement our beneficial products in order to deliver comfort to those who need it most. We will continue to innovate and find ways to utilize more than just the active compounds to help
the sick and suffering members of our community. The principles of Organic Farmacy developed Comfort from Compost to do just that. The Comfort from Compost program utilizes green waste from Grow/Process facilities or any company that produces green waste, including other agricultural companies, that wish to join our program, to grow plants and flowers that are simply aesthetically pleasing. If one man’s trash is another man’s treasure, than one company’s green waste is this company’s silver lining.

Green waste from Grow/Process facilities will be properly disposed of at the facility participating according to standard operating procedures, which are in keeping with all federal, state and local laws and regulations, mixing the green waste with soil to render it “unusable” and composting it at the proposed facility’s site. Organic Farmacy will use the compost as fertilizer and grow non-cannabis plants in a small greenhouse structure on the cofounders family property nearby also in Lower Merion Township. Several varieties of non-medical flowering and ornamental plants will be grown and maintained by the Cofounders of the dispensary. Depending on the season, and/or variety of plants being grown, flowers may be cut and arranged in recycled vases or plants will be placed in decorative pots to be donated to area facilities and organizations that will benefit from the natural beauty. Organic Farmacy will work to establish relationships with care facilities in the area such as cancer treatment centers, hospice and palliative care centers, and nursing homes; the company will also develop relationships with organizations that provide nursing or hospice and palliative care at clients’ homes in order to bring as much comfort to members of the community who need it most. By creating something from practically nothing, compost will produce plants and flowers that have the potential to bring light and joy to those who need it most and bring use from something that was at the end of its usefulness.

Comfort from Compost will eventually be in operation long enough that Organic Farmacy will be able to donate healthy composted waste/soil mixture to community gardens, which can help provide or supplement food for members of the community that need it most. Just imagine what good could come from the waste that otherwise would be useless. At every turn, Organic Farmacy is committed to finding opportunities to better our community, our company, and our world.
ORGANIC FARMACY EDUCATION GROWTH SCHOLARSHIP FUND

Organic Farmacy knows that the future of our community is best prepared for by promoting youth development and programs that are geared toward enabling the youth of our communities to reach their greatest potential. In order for some to reach their greatest potential, acquiring a college degree will be necessary. Organic Farmacy will start the Organic Farmacy Education Growth Scholarship Fund for local college aged students who meet the scholarship’s established qualifications. The scholarship fund will be awarded annually on an objective and nondiscriminatory basis. Helping grow brilliant minds from our community is an opportunity that Organic Farmacy feels is important; we are committed to promoting those who have dedicated themselves to their education.

DEDICATED

Organic Farmacy is dedicated to providing as much support, comfort, and strength as we can to the surrounding communities we work to actively and responsibly serve. We strive to empower the individual members of the community and take a proactive approach to workforce development, economic growth, and support for non-profits and the community’s infrastructure. Our obligation to maintaining a sustainable operation comes from our complete understanding that we are fortunate to be able to help others with their pain and suffering. Our duty to continue providing consistent and quality products is what will keep us constantly innovating and continuously seeking every available opportunity to do everything we do, better.
Attachment F: Affidavit of Business History

Instructions:

- Each principal or operator of the applicant must complete the Affidavit of Business History
- Execute the affidavit and save as a PDF file called “Attachment F,” using the appropriate file name format. A cover sheet is not needed
Affidavit of Business History

State of MARYLAND
County of KENT

The undersigned, ASHLEY COLEN, hereby certifies the following:

During the 10 years preceding the filing date of the initial permit application, the following principal(s), operator(s), financial backer(s) and employee(s), have held a position of management or ownership of a controlling interest in any other business in this Commonwealth or any other jurisdiction involving the manufacturing or distribution of medical marijuana or a controlled substance:

<table>
<thead>
<tr>
<th>Name of individual</th>
<th>Role (principal, operator, financial backer or employee)</th>
<th>Business name and address</th>
<th>Position of management or ownership of a controlling interest</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASHLEY COLEN</td>
<td>PRINCIPAL</td>
<td>CERACI FARMS, LLC</td>
<td>OWNER</td>
<td>Nov 2015</td>
</tr>
<tr>
<td>PARCE COLEN</td>
<td>PRINCIPAL</td>
<td>CERACI FARMS, LLC</td>
<td>OWNER</td>
<td>- PRESENT</td>
</tr>
<tr>
<td>STEPHEN MEYER</td>
<td>PRINCIPAL</td>
<td>200 High St, Suite 200</td>
<td>OWNER</td>
<td>2016</td>
</tr>
</tbody>
</table>

I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omissions in this affidavit. I am further aware that any false or misleading statement or omitted information is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

Signature of Affiant and Title

Date

Sworn to and subscribed before me this 17th day of March, 2017.

Notary Public

MY COMMISSION EXPIRES: 7.21.18

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Attachment B: Organizational Documents

Instructions:
- Attach certified copies of the applicant’s certificate of incorporation, partnership agreement, charter or other such documentation. If the applicant is not organized in Pennsylvania, attach certified copies of documentation that show that the applicant is authorized to do business in Pennsylvania.
- Complete this cover sheet. Scan this sheet and the organizational documents and save it as a PDF file called “Attachment B,” using the appropriate file name format.

<table>
<thead>
<tr>
<th>Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORGANIC FARMACY MANAGEMENT, LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trade names and DBA (doing business as) names:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal Business Address: 208 HIGH ST SUITE 208</th>
</tr>
</thead>
<tbody>
<tr>
<td>City: CHESTERTOWN</td>
</tr>
<tr>
<td>Phone: 410-778-4459</td>
</tr>
</tbody>
</table>
ORGANIC FARMACY MANAGEMENT, LLC
208 HIGH STREET SUITE 200
CHESTERTOWN MD 21620

Organic Farmacy Management, LLC

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WE WOULD LIKE TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEBSITE AT www.dos.pa.gov/BusinessCharities OR YOU MAY CONTACT US BY TELEPHONE AT (717)787-1057. INFORMATION REGARDING BUSINESS AND UCC FILINGS CAN BE FOUND ON OUR SEARCHABLE DATABASE AT www.corporations.pa.gov/Search/CorpSearch.

ENTITY NUMBER: 6526319
PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Foreign Registration Statement
DSCB-15-412
(rev. 2/2017)

TCO170320UZ0362

Read all instructions prior to completing. This form may be

Fee: $250

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):
   - Business Corporation
   - Nonprofit Corporation
   - Limited Partnership
   - Limited Liability (General) Partnership
   - Limited Liability Company
   - Limited Liability Limited Partnership
   - Business Trust
   - Professional Association

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

Organic Farmacy Management, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: Maryland

4. The street and mailing address of the association’s principal office:

208 High Street, Ste. 200
Chestertown
Maryland
21620

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association’s jurisdiction of formation in that jurisdiction:

208 High Street, Ste. 200
Chestertown
Maryland
21620
5. The (a) address of the association’s proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) – not both:

(a) 517 Conshohocken State Road     Gladwyne     Pennsylvania     19035     Montgomery
    Number and street     City     State     Zip     County

(b) c/o: ________________________________
    Name of Commercial Registered Office Provider


6. Check one of the following:

☐ The association may not have series.
☐ The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

☐ The Foreign Registration Statement shall be effective upon filing in the Department of State.
☐ The Foreign Registration Statement shall be effective on: ______________________ at ______________________.

   Date (MM/DD/YYYY)     Hour (if any)

8. To be completed by Limited Liability Companies only: Check, and if appropriate complete, one of the following:

☐ The association is a limited liability company which is not organized to render any of the below professional service(s).
☐ The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

   ___ Chiropractic    ___ Dentistry    ___ Law    ___ Medicine and surgery
   ___ Optometry    ___ Osteopathic medicine and surgery ___ Podiatric medicine ___ Public accounting
   ___ Psychology    ___ Veterinary medicine

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this ___ 16th ___ day of ___ March ___ 2017 ___.

________________________
Name of Association

________________________
Signature

________________________
Managing Member
Title
STATE OF MARYLAND
Department of Assessments and Taxation

I, Michael Higgs, Acting Director of the Maryland Department of Assessments and Taxation, hereby certify that the attached document, inscribed with the same Authentication Code, is a true copy of the public record of the Articles of Organization for LLC for ORGANIC FARMACY MANAGEMENT, LLC

I further certify that this document is a true copy generated from the online service with the Department of Assessments & Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this September 28, 2015.

Michael Higgs
Acting Director
Attachment C: Property Title, Lease, or Option to Acquire Property Location

Instructions:

- Attach one of the following:
  - Evidence of the applicant's clear legal title to or option to purchase the proposed site and facility
  - A fully-executed copy of the applicant's unexpired lease for the proposed site and facility and a written statement from the property owner that the applicant may operate a medical marijuana organization on the proposed site for, at a minimum, the term of the initial permit
  - Other evidence that shows that the applicant has a location to operate its medical marijuana organization

- Complete this cover sheet. Scan this sheet and the appropriate document(s) and save it as a PDF file called "Attachment C," using the appropriate file name format

---

Business Name, as it appears on the applicant's certificate of incorporation, charter, bylaws, partnership agreement or other official documents:
ORGANIC FARMACY MANAGEMENT, LLC

Trade names and DBA (doing business as) names:

<table>
<thead>
<tr>
<th>Principal Business Address</th>
<th>208 HIGH STREET SUITE 200</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:CHESTERTOWN</td>
<td>State:MD</td>
</tr>
<tr>
<td>Zip Code:21620</td>
<td></td>
</tr>
<tr>
<td>Phone:410-778-4459</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:<a href="mailto:ORGANICFARMACYMGMT@GMAIL.COM">ORGANICFARMACYMGMT@GMAIL.COM</a></td>
<td></td>
</tr>
</tbody>
</table>
This indenture of Lease is made on the day of , 2017 by S.W. Bajus Ltd., with an address at 555 East Lancaster Avenue, Suite #303, St. Davids, Pennsylvania 19087 (hereinafter called “Landlord”) and Organic Pharmacy Management LLC with an address at 200 High Street, Suite #200, Chesterfield, Maryland 21620 (hereinafter called “Tenant”).

WITNESSETH:

A. Premises:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the store Premises (hereinafter called the “Premises”) designated on the attached plan (Exhibit ‘A’) at Store #3, now erected or hereafter to be erected as a part of the Shopping Center or building presently known as 874-880 West Lancaster Avenue, Bryn Mawr, Pennsylvania 19010. The term “Shopping Center” shall mean (1) the real estate described or depicted in Exhibit A hereof, (2) such contiguous real estate as Landlord may from time to time designate in writing as being included in the Shopping Center, and (2) all buildings and improvements previously, now or hereafter constructed on the land included in such real estate plus all alterations thereto. The Premises are measured, described and deemed to be as follows by the outside building lines or center lines of common walls as the case may be:

Total Area: 2,688 square feet plus basement

Together with the right to the non-exclusive use, in common with others entitled to use same, of the common areas as may be provided by Landlord from time to time, subject however to the terms and conditions of this indenture of Lease and Lease Agreement attached hereto and made part hereof (hereinafter collectively referred to as “Lease”), and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

B. Term:

The term of this Lease shall be for a period of five (5) years and shall commence on the earlier of (i) sixty (60) days after the date Landlord delivers possession of the Premises to Tenant by written notice that Landlord’s Work is substantially completed or (ii) the date on which Tenant commences business operations in the Premises (such earlier date hereinafter called the “Commencement Date”). Except as expressly provided in the Continuation Section in Section C below, the Term shall end five (5) years from the Commencement Date, plus the period, if any, between the Commencement Date and the first day of the first full calendar month in the Original Term (the “Expiration Date”) unless otherwise extended or terminated in accordance with the terms hereof.

C. Fixed Minimum Rent:

Commencing on the Commencement Date and on the first day of each month during the Term hereof, Tenant shall pay Landlord, in advance, as an independent covenant to this Lease, without demand therefore and without deduction or setoff whatsoever, a guaranteed minimum rent (“Fixed Minimum Rent”) as follows:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Annual Amount</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First (1st) Lease Year</td>
<td>DOH REDACTED</td>
<td></td>
</tr>
<tr>
<td>Second (2nd) Lease Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third (3rd) Lease Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth (4th) Lease Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fifth (5th) Lease Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Every installment of Rent shall be payable to Landlord at 555 East Lancaster Avenue, Suite #303, St. Davids, Pennsylvania 19087, or at such other address as Landlord shall specify.

If the Commencement Date shall fall on a day other than the first of a calendar month, the Rent shall be apportioned pro rata on a per diem basis for the period between the Commencement Date and the first day of the following calendar month and such apportioned sum shall be paid on such Commencement Date. The Fixed Minimum Rent, Additional Rent and all other sums due or to become due under this Lease are sometimes hereinafter collectively referred to as the “Rent”, which shall commence on the Commencement Date.

If Landlord fails to receive any installment of Fixed Minimum Rent or Additional Rent by the fifth (5th) day of the month, or any other sum collectible under this Lease, within five (5) days of the date when the same shall be due, Tenant shall pay Landlord a late charge of One Hundred ($100.00) Dollars plus one percent (1%) of the outstanding balance. Late payments shall be immediately due.

Continuation

In the event neither party hereto terminates this Lease at the end of the Term by notifying the other party upon at least one hundred twenty (120) days prior written notice, the Lease shall continue on a year-to-year basis (the “Continuation Period”) under the same terms and conditions as contained herein, including the right of either party to terminate the Lease at the end of any Lease Year during the Continuation Period upon not less than one hundred twenty (120) days prior written notice, except that as of the Sixth (6th) Lease Year the Fixed Minimum Monthly Rent shall become Fifty-Six Thousand Eight Hundred Sixty-Eight ($56,086.80) Dollars per month payable in equal monthly installments of Four Thousand Six Hundred Seventy-Four ($4,677.40) Dollars. Each year thereafter, unless otherwise increased by Landlord, the Fixed Minimum Monthly Rent shall be increased by Three (3%) Percent effective such successive Lease Year.

D. Percentage Rent — INTENTIONALLY DELETED.
E. Common Cost of Maintenance and Operation (CAM Costs).

In accordance with and subject to the expenses identified in Section 7.02 and the reimbursements set forth in Section 7.03 of the Lease, during the term hereof Tenant shall pay to Landlord the flat annual charge of Four Thousand Eight Hundred Thirty-Six ($4,836.00) Dollars, payable in equal monthly installments, with a three (3%) percent annual increase effective each successive Lease Year. There shall be no year-end reconciliations.

F. Use of Premises.

Tenant shall use the Premises, subject to the Provisions of Article V of the Lease Agreement attached hereto, solely for the purpose of conducting the business of: "PA Licensed Medical Marijuana Dispensary."

G. Heating, Ventilating and Air-Conditioning Charge.

(See Exhibit "C") Attached.

H. Additional Rent.

The Tenant shall pay as Additional Rent any money required to be paid pursuant to Articles IV, V, IX, XI, XII, XIX and XXI and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated “Additional Rent.” If such amounts or charges are not paid when due or at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent with any installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

I. Security Deposit.

Tenant, contemporaneously with the execution of this Indenture of Lease, has deposited with Landlord the sum of Ten Thousand Six Hundred ($10,600.00) Dollars, receipt of which is hereby acknowledged by Landlord, which deposit is now the property of Landlord and is to be held as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease.

J. Lease Documents.

In addition to this Indenture of Lease, this Lease shall for all purposes be deemed to include as though set out in full within this Indenture of Lease the following attached documents: Lease Agreement consisting of 10 pages, Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "E" and Guaranty.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Indenture of Lease to be duly executed the day and year first above written.

WITNESS: __________________________    LANDLORD:  S.W. Bajus, Ltd.

____________________________
Name: Stephen W. Bajus
President

WITNESS: __________________________    TENANT:  Organic Farmacy Management LLC

____________________________
Name: Ashley Colon
CEO

____________________________
Tenant(s) Initials
LEASE AGREEMENT

ARTICLE I
TERM

Section 1.01 Confirmation of the Term:

(a) The period commencing on the date hereof and terminating on the date immediately prior to the Commencement Date is herein referred to as the "Initial Term," and the period from the Commencement Date to the date of the expiration or earlier termination of this Lease shall be referred to herein as the "Original Term." For the purposes of this Lease the words "the term of this Lease" and "term hereof" shall be deemed to mean the Initial Term and the Original Term of this Lease and all extensions or renewals thereof. During the Initial Term, all of the terms, covenants and conditions hereof shall be in full force and effect, but Tenant's monetary obligations hereunder, except for payment of utility charges shall be abated until the commencement of the Original Term.

(b) At any time after the Commencement Date of the term of the Lease the parties shall execute and deliver to each other, at the option of Landlord, either an instrument of recordable form or a Letter Agreement prepared by Landlord, wherein Tenant shall: (1) certify that the Lease is in full force and effect and (2) certify the Commencement and Expiration Dates of the Original Term of this Lease.

(c) Except as otherwise required by the terms specified in the Indenture of Lease, this Lease and the tenancy hereby created shall cease and terminate at the end of the Term hereof without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Premises from a Tenant holding over to the same extent as if statutory notice had been given.

ARTICLE II
PERCENTAGE RENT - INTENTIONALLY DELETED

ARTICLE III
REAL ESTATE TAXES

Section 3.01. Taxes.

(a) Tenant agrees to pay, as Additional Rent hereunder, an agreed upon flat annual tax charge (the "Flat Tax Charge") in the amount of Seven Thousand Six Hundred Sixty-Eight (77,668.00) Dollars representing its share of all real estate taxes, assessments and governmental charges (hereinafter collectively called "taxes" or "real estate taxes") which may be levied or assessed by any lawful authority against the Premises or Shopping Center.

(b) Such Flat Tax Charge shall be due and payable without demand and without setoff or deduction in equal monthly installments during the lease term at the same time Rent is due, each installment to be equal to one-twelfth (1/12) of the annual Flat Tax Charge amount. If the Commencement Date is not the first day of a calendar month, Tenant's payment for the fractional month between the Commencement Date and the first full calendar month of the Term shall be prorated on a per diem basis and shall be paid together with the first payment of Fixed Minimum Rent.

(c) After the First (1st) Lease Year, Tenant shall continue to pay the Flat Tax Charge amount, except such amount shall be increased by three (3%) percent annually, effective the first day of each successive Lease Year during the Term or extended term.

ARTICLE IV
CONSTRUCTION OF PREMISES

Section 4.01. Construction.

Landlord shall at its cost and expense construct the Premises, incorporating in such construction all items of work described as Landlord's Work on Exhibit "B" attached hereto. Tenant shall complete the construction of the Premises for Tenant's use and occupancy, at Tenant's cost and expense in accordance with plans and specifications prepared therefor by Tenant or Tenant's architect and approved by Landlord and in compliance with Section 8.05 hereof. Any work in addition to any of the items specifically enumerated as Landlord's Work in said Exhibit "B" shall be performed by Tenant at its own cost and expense (such additional work is herein called "Tenant's Work"). Any equipment or work other than those items specifically enumerated as Landlord's Work or Landlord's obligation in said Exhibit "B" which the Landlord installs or constructs in the Premises on the Tenant's behalf shall be paid for by the Tenant within fifteen (15) days after receipt of bill therefor at Landlord's cost plus twenty (20%) percent for overhead and supervision. Landlord and Tenant agree to adhere to and be bound by all the obligations, terms and conditions set forth in Exhibit "B" as though such terms and conditions were set forth fully herein.

Section 4.02. Facilities.

All facilities furnished by Landlord in or near the Shopping Center including loading docks, sidewalks, mails, courts, corridors, ramps, landscaped areas, exterior stairways, comfort stations and other areas and improvements provided by Landlord for general use, in common with others, of Tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and the malls, courts and corridor areas may contain landscaping, decorative items, structures designed and leased for retail sales and areas for promotional activities. Landlord shall have the right to time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this section; to police the same; from time to time to change the areas, level,
section 4.03. right to relocate common areas: license.

the purpose of the site plan attached hereto as exhibit "a" is to show the approximate location of the premises. landlord reserves the unrestricted right to change and relocate building and court perimeters, and other common areas shown on the site plan, store sizes, and the identity, type and number of other buildings or tenants, provided only that the size of the premises, and reasonable customer access to the premises shall not be substantially or materially impaired. landlord has made no representation as to identity, type, size or number of other stores or tenants.

all common areas and facilities not within the premises, which tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount or number of such areas be diminished, landlord shall not be subject to any liability nor shall tenant be entitled to any compensation or diminution of rent, nor shall such revocation or diminution of such areas be deemed a constructive or actual eviction.

section 4.04. changes and additions to buildings.

landlord hereby reserves the right at any time to make alterations or additions to and to build additional stories on the building in which the premises are located and to build adjoining the same. landlord also reserves the right to construct other buildings or improvements in the shopping center from time to time and to make alterations thereof or additions hereto and to build additional stories on any such building or buildings and to build adjoining same.

section 4.05. parking facilities.

tenant and its employees shall park their cars only in those portions of the parking area designated for that purpose by landlord. tenant shall furnish landlord with automobile license numbers assigned to tenant's cars and cars of its employees within five (5) days of a request therefor and shall thereafter notify landlord of any changes within five (5) days after such changes occur. in the event that tenant or its employees park their cars in areas other than such designated parking areas, then landlord after giving notice to tenant of such violation shall have the right to charge tenant fifty ($50.00) dollars per day per car parked in any areas other than those designated.

article v
conduct of business by tenant

section 5.01. use of premises.

in addition to any authorization of and restrictions on the use of the premises elsewhere set forth herein, tenant shall not conduct catalogue sales in or from the premises except of merchandise which tenant is permitted to sell "over the counter" upon or from the premises pursuant to the provisions of the indenture of lease. tenant will not use or permit or suffer the use of the premises for any other business or other purpose. the authorization of the use of the premises for the business purpose set forth herein shall not constitute a representation by landlord that any particular use of the premises is now or will continue to be permitted under applicable laws or regulations.

tenant shall not permit, allow or cause any of the following to be conducted in the premises: any public or private auction, or any sale which would indicate to the public that tenant is bankrupt, is going out of business, or has lost its lease. tenant shall not use or permit any use of the premises, except in a manner consistent with general high standards of merchandising, nor shall tenant's advertising indicate or imply that tenant is operating its business in a manner which is not consistent with general high standards of merchandising. nothing contained in this section shall affect or is intended to affect tenant's pricing policies.

landlord makes no representation as to the suitability of the premises for tenant's intended use including the adequacy of sound suppression from or into the premises. any work necessary to meet the soundproofing requirements for tenant's intended use will be the sole responsibility of tenant and completed at tenant's sole cost and expense.

section 5.02. operation of business.

subject to inability by reason of strikes or labor disputes, tenant shall carry at all times in said premises a stock of merchandise of such size, character and quality as shall reasonably produce the maximum gross volume of business in the premises.

tenant shall conduct its business on the premises during the regular customary days and hours for such type of business in the trade area in which the shopping center is located, but in any event will keep the premises open for business during the hours designated by landlord for the majority of the tenants of the shopping center except that the foregoing requirement shall not apply with respect to closing caused by unavoidable casualties or delays affecting the premises, provided landlord is notified thereof within twenty four (24) hours of closing. tenant shall install and maintain at all times displays of merchandise in the display windows. tenant shall keep the display windows and signs, if any, in the premises well lit during the hours from dusk until midnight.
Section 5.03 Additional Use of the Premises.

Tenant covenants and agrees that Tenant at its own cost and expense:

(a) Will keep all exterior and interior store front surfaces clean and will maintain the rest of the Premises and all corridors and loading areas immediately adjoining the Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests;

(b) Will not permit accumulations of any refuse, but will remove the same and keep such refuse in odor-proof, rodent-proof containers in such places as shall be designated by Landlord and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or companies, including Landlord, as may be designated in writing by Landlord and will pay all charges therefor, which shall in all events be competitive within the same geographical areas for similar services performed by a reputable person or company; provided, however, that Landlord may decline to designate any such person or company in which event all such refuse shall be removed by such person or company as Tenant, subject to Landlord's prior written approval, shall select;

(c) Will replace promptly (with glass of a like kind and quality) any plate glass or window glass of the Premises which may become cracked or broken;

(d) Will not place or maintain any merchandise or other articles in any vestibule or entry of the Premises or within two (2) feet of any entrance from the Premises or elsewhere on the exterior thereof;

(e) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument in such manner that the sound so reproduced, transmitted or produced shall be audible beyond the confines of the Premises, and will not use any other advertising medium, including without limitation flashing lights, or search lights which may be heard or experienced outside of the Premises;

(f) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises;

(g) Will not cause or permit objectionable odors or noise to emanate or be dispelled from the Premises;

(h) Will not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking area or other Common Areas;

(i) Will not permit the parking of delivery vehicles to interfere with the use of any driveway, walk, parking area, or other Common Areas in the Shopping Center;

(j) Will comply with all laws, rules, regulations, guidelines, orders and ordinances or applicable federal, state and local governmental authorities, commissions, boards and agencies and all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Service Organization, or other similar body establishing standards for fire insurance rating with respect to the use or occupancy of the Premises by Tenant, and will supply, maintain, repair and replace for the Premises any fire extinguishers or other fire prevention equipment and safety equipment (including installation of approved hoods and ducts if cooking activity is conducted on the Premises) required by the aforementioned rules, regulations and Association or other body in order to obtain insurance at the lowest available premium rate throughout the term of this Lease;

(k) Will not receive or ship articles of any kind except through the facilities provided for that purpose by Landlord and will not permit any delivery of goods, supplies, merchandise or fixtures to or from the Premises to be made through any of the customer walkways unless the Premises have no entrance other than on such walkway, in which latter case Tenant shall use its best efforts to schedule such deliveries outside Shopping Center business hours;

(l) Will light the show windows of the Premises and exterior signs each day of the year to the extent which shall be required by Landlord;

(m) Will refer to the name of the Shopping Center in all advertising done to promote sales at its store or stores in the geographic area in which the Center is located.

(n) Will not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant.

(o) All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own cost and expense. All grease traps must be professionally cleaned at least twice each month, and more frequently when necessary;

(p) All kitchen exhaust hoods and ducts must be professionally cleaned at least quarterly and more frequently when necessary. Tenant shall supply Landlord with contact information for Tenant's contractor and must also document satisfactory compliance upon request.

(q) Will not permit any shopping carts in the Common Areas even if taken by customers; and

(r) Will not place or cause or permit to be placed within the Demised Premises, pay telephones, vending machines (except those for the exclusive use of Tenant's employees) or amusement devices of any kind without the prior written consent of Landlord.
Section 5.04 Rules and Regulations.

Rules and regulations and such reasonable additions or modifications thereof generally applicable to all occupants of the Premises and Shopping Center as may from time to time be made by Landlord upon written notice to Tenant, shall be deemed a part of this Lease, as conditions, with the same effect as though written herein, and Tenant also covenants that said rules and regulations will be faithfully observed by Tenant, Tenant's employees, agents and licensees, and all others visiting the Premises or claiming under Tenant.

No smoking shall be permitted within the Premises or Building within 15 feet of any Building entrance. Smoking is permitted only in those areas outside the building so designated by Landlord. Tenant is responsible for instructing and supervising its employees, invitees, contractors and deliverymen to make them aware of this policy. Landlord may adopt reasonable rules and regulations that impose fines on Tenant for violations of this no smoking policy and may provide for the collection of the same as damages for such breach through deductions from Tenant's security deposit.

ARTICLE VI
GRANT OF CONCESSIONS

Section 6.01 Conditions to Grant

The provision against subletting elsewhere contained in this Lease shall be applicable so as to prohibit Tenant from granting concessions without the consent of Landlord for the operation of one or more departments of the business of Tenant, and any grant of concessions consented to by Landlord shall be subject to the conditions that (a) each such concession which may be granted by Tenant shall be subject to all the terms and provisions of this Lease; (b) all of the provisions hereunder applying to the business of Tenant shall apply to each such concession; (c) unless otherwise approved in writing by Landlord, such department or departments shall be operated only as part of the business operation generally conducted by Tenant on the Premises and under the advertised name of Tenant; and (d) at least seventy-five (75%) percent of the sales floor area of the Premises shall at all times be operated directly by Tenant.

ARTICLE VII
COMMON AREAS

Section 7.01 Definition: Control

All areas, space, facilities, equipment, and signs to the extent made available by Landlord for the common and joint use and benefit of Tenant, Tenant and other tenants and occupants of the Shopping Center, and their respective employees, agents, subtenants, concessionaires, licensees, customers and other invitees, are collectively referred to herein as "Common Area." If and to the extent made available by Landlord, Common Areas shall include, but not be limited to, the sidewalks, parking areas, driveways, parking decks, bridges, landscaped areas, truck service ways, tunnels, loading docks, pedestrian walkways, corridors and malls, courts, stairs, ramps, elevators, escalators, comfort and first aid stations, public washrooms, community hall or auditorium, parcel pick-up stations, utility lines and utility rooms. All Common Areas in or about the Shopping Center shall be subject to the exclusive control of Landlord. Landlord shall operate, manage, equip, police, light, surface and maintain the Common Areas in such manner as Landlord, in its sole discretion, may, from time to time determine including without limitations, the right to keep the enclosed mall open only during the hours when the Shopping Center is open for business, and Landlord shall have the sole right and exclusive authority to employ and discharge all personnel with respect thereto. Landlord hereby expressly reserves the right from time to time to construct, maintain and operate lighting and other facilities, equipment and signs on all of the Common Areas; to police and maintain security for the Common Areas; to use and allow others to use the Common Areas for any purpose; to change the size, area, level, location and arrangement of the Common Areas; to build multi-story and/or subterranean parking facilities; to regulate parking by tenants and other occupants of the Shopping Center and their respective employees, agents, subtenants, concessionaires and licensees; to enforce parking charges (by operation of meters, or otherwise); to close temporarily all or any portion of the Common Areas for the purpose of making repairs, changes or alterations thereto or performing necessary maintenance in connection with any emergency, in connection with closings resulting from adverse weather conditions or for any other purpose whatsoever, whether such purpose is similar or dissimilar to the foregoing; to discourage non-customer parking; to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas and the use to be made thereof. For the term of this Lease, Tenant is hereby given the license in common with all others to whom Landlord has or may hereafter grant rights to use, the Common Areas as they may from time to time exist; provided, however, that if such license shall at any time be revoked, in whole or in part, or the size, area, level, location or arrangement of such Common Areas or the type of facilities at any time forming a part thereof be changed, altered, rearranged or diminished, Landlord shall not be subject to any liability therefor, nor shall Tenant be entitled to any compensation or diminution or abatement of rent therefor, nor shall such alteration, rearrangement, change or diminution of such Common Areas or the type of facilities at any time forming a part thereof be deemed a constructive or actual eviction or otherwise be grounds for terminating or modifying this Lease. In order to establish that the Shopping Center or any portion thereof is and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or the public thereon, Landlord hereby reserves the unrestricted right, in Landlord's sole discretion, to close all or any portion of the Common Areas to such extent as, in the opinion of Landlord, may be legally sufficient to prevent such dedication thereof or accrual of any rights to any person or the public thereof; provided, however, Landlord reserves the right at any time and from time to time to dedicate to public use part or all of the ring roads, access roads and drives and utility lines, together with all easements required to effectuate such dedications, as it may see fit.
Section 7.02. Expenses.

Landlord will at its expense operate and maintain or cause to be operated and maintained the Common Areas and the Shopping Center. For the purposes of this Lease, "Operating Costs" shall be those costs of operating and maintaining the Common Areas and the Shopping Center of which the Premises forms a part in a manner deemed by Landlord to be reasonable and appropriate including, but not limited to, all costs and expenses, whether expended or incurred of repairing, lighting, cleaning, painting, and maintaining (including, but not limited to, preventative maintenance), all costs of Landlord's insurance policies (including, but not limited to, fire insurance with extended coverage, liability insurance covering personal injury, deaths and property damage with a personal injury endorsement covering false arrest, detention or imprisonment, malicious prosecution, libel and slander, and wrongful entry or eviction, worker's compensation insurance, plate glass insurance, contractual liability insurance and fidelity bonds, all such policies to be with companies and in such limits as selected by Landlord); removing snow, ice, rubbish and debris; inspecting, policing, providing security and regulating traffic; rental and depreciation of machinery and equipment and other non-real estate assets used in the operation and maintenance of the Shopping Center; repairing and/or replacing of paving, curbs, sidewalks, landscaping, drainage, on-site water lines, sanitary sewer lines, storm water lines, electrical lines and other equipment serving the property on which the Shopping Center or any part thereof is constructed or is to be constructed; heating, ventilating and air conditioning systems including the furnishing of electricity therefor; all surcharges that may result from any environmental or other laws, rules, regulations, guidelines or orders; all professional fees incurred in connection with the operation of the Shopping Center, including, without limitation, accounting fees and attorney's fees; the gross compensation of all personnel required to supervise and accomplish the foregoing and an administrative charge equal to fifteen (15%) percent of the total of all Operating Costs (exclusive of such administrative charge). Operating Costs shall not include building depreciation. In the event of any dispute as to whether an item represents and expense or a capital item, Landlord's accounting practices shall be determinative and binding on the parties.

Section 7.03. Reimbursement of Landlord.

(a) On the first day of each calendar month during the First Lease Year, Tenant shall pay to Landlord as Additional Rent, in advance, without demand or without setoff or deduction, as a payment on account of Tenant's flat annual charge for Operating Costs (the "Flat Annual Charge") an amount equal to one-twelfth (1/12th) of the amount set forth in Paragraph E of the Indenture of Lease captioned "Common Cost of Maintenance and Operation." If the Commencement Date hereof shall not be the first day of a calendar month, Tenant's payment of the Flat Annual Charge for the fractional month between the Commencement Date and the first full calendar month in the term shall be prorated on a per diem basis (calculated on a thirty (30) day month) and shall be paid together with the first payment of Fixed Minimum Rent.

(b) After the First (1st) Lease Year, Tenant shall continue to pay such Flat Annual Charge on the first day of each month in advance without demand and without setoff or deduction, except the aforesaid Flat Annual Charge shall be increased by three (3%) percent annually, effective the first day of each successive Lease Year during the Term or extended term.

(c) Tenant's obligations under this Section 7.03 shall survive the expiration or earlier termination of the term of this Lease.

ARTICLE VIII
SIGNS; AwnINGS; CANoPies; FIXTURES; ALTERATIONS

Section 8.01. Signs, Awnings and Canopies.

(a) Tenant shall neither place nor maintain nor suffer to be placed or maintained on the exterior of the Premises or on the glass of any window or door of the Premises which shall be visible from the exterior thereof or within three (3) feet of any such glass, any sign, awning, canopy, decoration, lettering, advertising matter or any other thing without in each instance first obtaining Landlord's written approval thereof; and Tenant further agrees, at its sole cost and expense, to design, install and to maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

(b) Tenant shall not paint or decorate any part of the exterior of the Premises, or any part of the Premises which shall be visible from the exterior thereof, without first obtaining Landlord's written approval.

(c) Landlord may, during the last six (6) months of the term of this Lease, place a "For Rent" sign on or adjacent to the Premises. Landlord may place a "For Sale" sign on or adjacent to the Premises at any time during the term of this Lease.

Section 8.02. Trade Fixtures.

All trade fixtures installed by Tenant in the Premises shall be new or completely reconditioned. Any fixtures affixed to the Premises in any manner whatsoever shall become the property of the Landlord at the expiration or sooner termination of the term of this Lease or any renewal or extension thereof (hereinafter called "Termination Date"). Floor coverings, wall-mounted fixtures, track lights and the track, and sinks shall all be considered to be affixed. Any free-standing fixtures shall be at all times the property of the Tenant and shall be removed at the Termination Date provided Tenant is not in default of this Lease. Tenant, at Tenant's sole cost and expense shall, at Landlord's option, remove any and all fixtures, whether affixed or free-standing, specifically including signage, satellite dishes any floor coverings and Tenant shall do so not later than the Termination Date. No such installation or removal shall affect the structural portions of the Premises or Building and Tenant shall repair and restore any damage caused by the installation or removal of said fixtures.
Section 8.03. Alterations.

No alterations, additions or improvements of any nature shall be made to the Premises by or on behalf of Tenant unless Tenant shall first submit to each occasion a detailed description thereof to Landlord and Landlord shall consent thereto in writing. All alterations, additions or improvements made by or on behalf of Tenant and all fixtures attached to or used in connection with the Premises shall immediately upon the completion or installation thereof be and become a part of the Premises and the property of Landlord without payment therefor by Landlord and shall remain at the Premises or, at Landlord's option, any or all of the foregoing which may be designated by Landlord shall be removed at the cost of Tenant before the expiration or sooner termination of this Lease so that Landlord may again have and possess the Premises, and in such event, Tenant shall repair all damage to the Premises caused by the installation and/or removal and shall return the Premises to the same condition in which they were delivered, ordinary wear and tear and damage by fire or casualty alone excepted.

In the event that Tenant installs telecommunications cables and wiring, it shall be the responsibility of Tenant to remove the same, at Tenant's expense, at the expiration or earlier termination of this Lease.

Section 8.04. Tenant Shall Discharge All Liens.

Tenant shall have no power to do any act or to make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the Building or the Premises or any estate of Landlord or Tenant or of any interest of Landlord or Tenant in the Premises, or in the Building or fixtures and machinery therein contained.

Tenant shall not suffer or permit any liens to stand against the Premises, the Building or any part thereof by reason of any work, labor or services or materials done for, or supplied, or claimed to have been done for, or supplied to, Tenant or anyone holding the Premises, or the Building or any part thereof by, through or under Tenant. If notwithstanding the foregoing any such lien is imposed, Tenant shall be afforded a period of twenty (20) days following its receipt of notice or otherwise obtaining knowledge that such lien exists to cause such lien to be discharged or removed or bonded against.

In the event Landlord shall give approval for Tenant to make any alterations, additions or improvements to the Premises, prior to the making of any such alterations, additions or improvements, and if the cost for same exceeds One Thousand ($1,000.00) Dollars, Tenant shall cause to be duly filed and recorded in the appropriate offices a Release of Mechanic's and Materialmen's Liens in form satisfactory to Landlord, such waivers to be binding on all subcontractors and materialmen. Tenant shall obtain any necessary permits for such alterations and improvements. Tenant will select, with Landlord's approval, not to be unreasonably withheld, the contractor to perform Tenant's improvements. If Landlord performs the alterations or additions for Tenant's benefit, Tenant shall pay to Landlord such sums as Landlord may reasonably charge for such work and, in addition, Landlord may charge fifteen (15%) percent construction or supervision fee on such project.

Section 8.05. Contractors and Labor.

To the end that there shall be no labor dispute which would interfere with the construction, completion or operation of the whole Shopping Center or with any other work being carried on therein, in connection with any construction, alteration, fixtureing or other work done upon the Premises, Tenant shall engage the services of only such contractors and subcontractors as will work in harmony with each other, with those of Landlord and with any others then working in the Shopping Center, and Tenant shall employ and shall require its contractors and subcontractors to employ only such labor as will work in harmony with all other labor then working in the Shopping Center.

Section 8.06. Survival.

The provisions of this Article shall survive the expiration or earlier termination of the term of this Lease.

ARTICLE IX
MAINTENANCE AND REPAIR; SURRENDER OF PREMISES

Section 9.01. Repairs and Maintenance By Tenant.

(a) Tenant shall, at Tenant's expense, at all times keep the Premises (interior and exterior) and appurtenances thereto in good order, condition and repair, clean, sanitary and safe including the replacement of equipment, fixtures and all broken glass (with glass of the same size and quality), and shall, in a manner satisfactory to Landlord, decorate and paint the Premises when necessary to maintain at all times a clean and slightly appearance. In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may, but shall not be required to, perform and satisfy same with Tenant hereby agreeing to reimburse Landlord, at Additional Rent, for the cost thereof plus a fifteen (15%) percent charge for Landlord's overhead costs, payable promptly upon demand.

(b) Tenant will repair promptly at its own expense any damage (whether structural or non-structural) to the Premises caused by any construction or alterations performed by Tenant or bringing into the Premises any property for Tenant's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused. Tenant shall not overload the electrical wiring or plumbing systems serving the Premises or within the Premises, and will install, at its own cost or expense, but only after obtaining Landlord's prior written approval, any additional electrical wiring or plumbing which may be required in connection with the Premises. All Tenant work and all such additions, improvements, and alterations thereto shall become the property of the Landlord upon the expiration or earlier termination of this Lease.

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Section 9.02. Structural Repairs.

(a) Except as otherwise provided by Section 9.01 (b), structural portions of the Premises, the roof of the Premises and those portions of the exterior of the Premises which Tenant is not obligated to maintain pursuant to Section 9.01(a) will be repaired by Landlord provided Tenant gives Landlord notice specifying the need for and nature of such repairs; provided, however, if Landlord is required to make any repairs to such portions of the Premises by reason, in whole or in part, of the negligent act or failure to act by Tenant or Tenant's agent, servants, employees, contractors or subcontractors, or by reason of any unusual use of the Premises by Tenant (whether or not such use is a permitted use hereunder), Landlord may collect the cost of such repairs, as Additional Rent, upon demand. For the purpose of this Lease, any difference in floor level, shifting of floor slab, or deviation (in finished floor height resulting from the insertion or construction of an expansion joint or strip in the floor slab shall not be deemed a structural defect requiring repair by Landlord, but rather, a normal construction practice which shall be Tenant’s responsibility to appropriately plan for in its construction and use of the Premises.

(b) If, without Landlord's prior written consent, Tenant performs any alterations, additions, improvements, changes, affixations or chattels or other work which affects the structural portions of the Premises and/or the roof of the building of which the Premises are a part and/or that portion of the exterior of the Premises which Landlord is obligated to repair pursuant to Section 9.02(a) or which affects the structural integrity of the building of which the Premises shall form a part, such action by Tenant shall release and discharge Landlord as of the commencement of such alteration, addition, improvement, affixation or other work of and from such repair obligation and thereafter Tenant agrees to be solely responsible for the maintenance, repair and replacement of any or all such structural portions, roof, exterior and building which have been affected as aforesaid: provided, in the event Tenant shall default in the performance, to Landlord's satisfaction, of such responsibilities, Landlord, in addition to Landlord’s other remedies under this Lease, at law or in equity, may (but shall not be obligated to do so) cure such default on behalf of Tenant without any liability of Landlord, its agents, servants, employees, contractors, or subcontractors for damage to Tenant’s merchandise, fixtures or other property or to Tenant's business by reason thereof. If Landlord elects in its sole discretion to cure such default, then all costs of curing same, including Landlord's overhead equal to fifteen (15%) percent of such costs, shall become immediately due and payable to Tenant to Landlord as Additional Rent hereunder. For the purposes of the foregoing, if Tenant performs any such alterations, additions, improvements, changes, affixations or other work in a manner not consistent with Landlord's prior written consent thereto, such work shall be deemed to have been performed without Landlord’s consent.

Section 9.03. Surrender of Premises.

(a) At the expiration of or earlier termination of the term of this Lease, Tenant shall surrender the Premises to Landlord without demand in the same condition including, but not limited to, the same conditions of cleanliness as the Premises were in upon the commencement of the original Term of this Lease, reasonable wear and tear and insured casualty excepted. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall notify Landlord in writing of a forwarding address and all combinations of locks, safes and vaults, if any, in the Premises. Tenant shall comply with the provisions of Section 8.02 respecting the removal of the trade fixtures before surrendering the Premises as aforesaid. Tenant’s obligation to observe and perform the covenants set forth in this Section 9.03 shall survive the expiration or earlier termination of the term of this Lease.

(b) Whether or not approved by or subject to approval of Landlord, all alterations, replacements, improvements, additions, or changes made by Tenant and all air-conditioning, heating, lighting, electrical and plumbing equipment and fixtures, and all wiring and other apparatus related to air-conditioning, heating, lighting, electrical and plumbing equipment installed by Tenant (hereinafter called "Tenant's Improvements") (whether such be installed prior or subsequently to the Commencement Date) at the Premises (whether or not such equipment and fixtures are affixed to the Premises as to be removable without destroying the chattels themselves or the property to which they are affixed and whether or not such equipment and fixtures are real property or personalty) shall remain upon the Premises at the expiration or earlier termination of the term of this Lease and shall become the property of Landlord immediately upon the installation thereof and shall remain the property of the Landlord (without any obligation of Landlord to pay compensation therefore) unless Landlord notifies Tenant to remove any or all of the Tenant Improvements, in which case Tenant shall do so, and Tenant shall remove all of the chattels, equipment and fixtures and Tenant shall promptly restore any damage caused by such removal, all of which removal and restoration shall be completed before the end of the Lease term. Should Tenant fail to do so, Landlord may do so, collecting at Landlord's option, the cost and expense thereof from Tenant, as Additional Rent, upon demand.

ARTICLE X
INDEMNIFICATION; SUBROGATION

Section 10.01. Indemnification and Waiver of Claims.

(a) Landlord shall not be liable for and is hereby expressly relieved from any claim of any kind or in any amount for any injury to or death of persons or damage to property of Tenant or any other person arising, by any cause whatsoever, from the use, occupancy and enjoyment of the Premises by Tenant or any person holding under or suffered by Tenant, including but not limited to damage or liability caused by utility failure or interruption, equipment failure or interruption, water leakage of any character, leakage of oil or gas, fire, or failure of or any defect in any electric line, circuit or facility. Tenant will indemnify, defend and hold Landlord harmless from all cost, expense, claims, demands and liability whatsoever (including attorneys' fees and investigation costs), on account of any such real or claimed damage or injury and from all liens, cost, expense, claims, demands and liability arising out of the use or occupancy of the Premises and its facilities, or out of any breach or default in the performance of any covenant of Tenant hereunder or from any act or omission of Tenant, its agents, contractors, employees, invitees, subtenants, licensees and concessionaires in or about the Building or Premises, or any...
repairs or alterations which Tenant may make upon the Premises, but Tenant shall not be liable for damage or injury occasioned by the intentional misconduct or gross negligence of Landlord and its designated agents, servants, or employees unless covered by insurance Tenant is required to provide hereunder. Such obligation to indemnify shall accrue from the first notice of any claim, lien or demand and shall survive the expiration or earlier termination of this Lease. Tenant's insurance policies relating to the Premises shall contain clauses permitting the foregoing release.

(b) In case Landlord shall be made a party to any litigation arising out of Tenant's failure to meet its obligations in Section 10.01(a) above, then Tenant shall pay all costs and expenses, including attorney's fees and court costs, incurred by Landlord by virtue of any such litigation and the amount of all such costs and expenses, including attorney's fees and court costs, shall be a demand obligation owing by Tenant bearing interest at the rate of three (3%) percent above the then current prime lending rate as published in the Wall Street Journal from the date of outlay to the date of reimbursement. The foregoing waiver and release is intended by Landlord and Tenant to be absolute, unconditional and without exception and to supersede any specific repair obligation imposed upon Landlord hereunder.

Section 10.02. Subrogation.

Tenant hereby waives any rights it may have against Landlord on account of any loss or damage occasioned to Tenant, Tenant's property, the Premises or its contents, or to other portions of the Shopping Center, arising from any risk generally covered by fire and extended coverage insurance, and Tenant shall give notice to its insurance carrier or carriers that this waiver of subrogation is contained in this Lease.

ARTICLE XI
INSURANCE

Section 11.01. Insurance.

Tenant shall maintain at Tenant's own cost and expense throughout the term of this Lease the following insurance requirements, all of which must be in form and substance satisfactory to Landlord:

(a) Commercial General Liability Insurance (occurrence basis) naming Landlord and Tenant as parties insured, including blanket contractual, personal injury, and broad form liability, with limits of at least $2,000,000.00 combined single limit and bodily injury per occurrence for any and all claims for injury or damage to persons or property or for the loss of life or damage to persons or property occurring upon, in or about the Premises arising out of or in connection with any act or omission of Tenant, its employees, agents, contractors, customers and invitees;

(b) Worker's Compensation Insurance, as required by law;

(c) All Risk Property Insurance, including without limitation, sprinkler leakage, flood damage, theft and vandalism and malicious mischief all on a 100% replacement cost basis and covering all contents, merchandise, inventory, equipment, floor coverings, fixtures and improvements including the Leasehold Improvements. Tenant shall apply all Insurance proceeds attributable to any claim under such policy to the repair, replacement or restoration of the damage or damaged item. In addition, Tenant shall obtain and keep Business Interruption Insurance in full force and effect during the term of this Lease; and

(d) All such other types of insurance as Landlord shall reasonably require.

(e) The Tenant shall provide the Landlord with certificates of such insurance. All of the following shall be named as Additional Insureds: S.W. Bajus, Ltd. and Stephen W. Bajus. Additional insured coverage must not be limited to vicarious liability. If both the Landlord and the Tenant have claims to be indemnified under any such insurance, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance to the settlement of the claim of the Tenant. Such insurance shall include the Landlord, and any Mortgagee designated by Landlord as named insureds as their interest may appear and, if available, shall contain a cross-liability clause protecting the Landlord in respect of claims by the Tenant as if the Landlord were separately insured and a provision prohibiting the insurer from materially altering or canceling the coverage without first giving the Landlord at least 30 days' prior written notice thereof. Upon occupancy, Tenant shall provide Landlord with its insurance certificate, and shall continue to provide such at least annually thereafter.

Section 11.02. Effect on Insurance.

(a) Tenant covenants not to do or permit, or suffer or permit to be done or committed, any act or thing whereby, or in consequence thereof, the policy or policies of insurance of any kind on or in connection with the Building containing the Premises shall become void or suspended, or whereby or in consequence whereof the insurance risk on the Building according to the insuring companies shall be rendered more hazardous, and Tenant shall pay any increase of premiums for the entire Building payable to any insurers, whether the same or substituted insurers, caused by reason of the breach of this covenant.

(b) If for any reason whatsoever including, but not limited to, the abandonment of the Premises, Tenant's failure to pay the insurance premium or Tenant's failure to occupy the Premises as herein permitted, Tenant fails to provide and keep in force any or all of the insurance policies set forth in Section 11.01 hereof, then in such event Tenant shall indemnify and hold Landlord harmless against any loss which would have been covered by such insurance, Tenant shall be in default under this Lease and Landlord may elect to treat such default as an Event of Default.

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(c) If Tenant shall not comply with its covenants made in this Section, Landlord in addition to Landlord’s other remedies hereunder may (but shall not be obligated to) cause insurance, as aforesaid, to be issued, and in such event Tenant agrees to pay the premium for such insurance as Additional Rent promptly upon Landlord’s demand, or Landlord, at its option, may treat such failure to comply as an Event of Default.

ARTICLE XII

UTILITIES

Section 12.01 _ Utilities

(a) Tenant shall be solely responsible for and promptly pay all charges for heat, water, electricity, sewer rents or charges, and any other utility used or consumed in the Premises or in providing heating and air conditioning to the Premises, without limitation, said responsibility commencing no later than the Commencement Date. Should Landlord elect or be required to supply or make available any utility used or consumed at the Premises, Tenant agrees to purchase and pay for same, as Additional Rent.

(b) In the event that Tenant does not have a water meter installed in the Premises, Tenant will pay to Landlord, as Additional Rent, the minimum charge for the size of the line installed in the Premises in accordance with the rates established from time to time by the company or authority supplying water to the Premises. However, Landlord may at any time request that Tenant install an acceptable water meter within thirty (30) days at its sole cost and expense.

(c) In the event the local authority, municipality, utility or other body collects for the water and/or sewage service and/or consumption, as aforesaid, Tenant covenants and agrees to pay the water and sewer rent charge (both minimum and otherwise) and any other tax, rent, levy, connection fee or meter or other charge which now or hereafter is assessed, imposed or may become a lien upon the Premises, or the really of which they are a part, pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, or the water or sewage connection or system.

(d) Landlord may, after thirty (30) days notice to Tenant, cease to furnish any one or more of the utility services to the Premises, without any responsibility to Tenant, except to connect Tenant’s distribution facilities thereof with another source for the utility service so discontinued.

(e) In no event shall Landlord be liable to Tenant in damages or otherwise for any interruption, curtailment or suspension of any of the foregoing utility services in the event of default by Tenant under this Lease or due to repairs, action of public authority, strikes, acts of God, acts of War or Terrorism, acts of public enemy, or any other cause, whether similar or dissimilar to the aforesaid.

Section 12.02 _ Application of Utilities

Tenant shall make all appropriate applications to the local utility companies at such times as Landlord shall direct but no later than the Commencement Date and pay all required deposits, connection fees and/or charges for meters within the applicable time period set by the local utility company.

Section 12.03 _ Operation of Heating and Air-Conditioning

Tenant must operate heating and cooling equipment in accordance with Landlord’s reasonable criteria and must maintain store temperatures at such temperatures as will prevent the freezing or bursting of pipes and the draining of heated and chilled air from any enclosures sections of the Shopping Center.

ARTICLE XIII

ESTOPPEL CERTIFICATE; SUBORDINATION; ATTORNMENT

Section 13.01 _ Execution of Estoppel Certificate

Tenant agrees at any time and from time to time, within ten (10) days after Landlord’s written request, to execute, acknowledge and deliver to Landlord a written instrument prepared by Landlord without cost to Tenant in recordable form certifying: (a) that this Lease is unmodified and in full force and effect or, if modified, the dates of such modifications; (b) the date to which Fixed Minimum Rent and other charges have been paid in advance, if any; (c) the amount of the Security Deposit being held by Landlord and any prepaid Rents or credits due Tenant, if any; (d) that Tenant has accepted possession of the Premises and the date on which the term of this Lease commenced; (e) whether or not, to the best knowledge of the signor of such certificate, Landlord is in default in the performance of any agreement, term, covenant, or condition of this Lease, and if so, what default exists; and (f) any other fact or condition reasonably requested, it being intended that any such statement delivered pursuant to this Article 13 may be relied upon by any prospective purchaser of the Building or any mortgagee thereof or any assignee of Landlord’s interest in this Lease or of any mortgage upon the fee of the Premises or the Building, or any part thereof.
Section 13.02. Failure to Execute Estoppel Certificate.

The failure of Tenant to execute, acknowledge and deliver to Landlord and/or any mortgagee a statement in accordance with the provisions of Section 13.01 shall constitute an acknowledgement by Tenant which may be relied upon by any person holding or intending to acquire any interest whatsoever in the Premises or the Shopping Center that this Lease has not been assigned, arrenged, changed or modified, is in full force and effect, the amount of Security Deposit being held by Landlord is accurately described in the Lease and that the Fixed Minimum Rent and all Additional Rent have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statement and shall constitute as to any persons entitled to rely on such statement a waiver of any defaults by Landlord or defenses or offsets against the enforcement of this Lease by Landlord which may exist prior to the date of the written request, and Landlord, at its option, may treat such failure as an Event of Default.

Section 13.03. Subordination and Attornment.

This Lease Agreement and all its terms, are subject and subordinate to all mortgages or other security instruments which may now or hereafter be placed on the Building, and all renewals, modifications, consolidations, replacements and extensions of any such underlying security instruments and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required to effect such subordination. However, in confirmation of such subordination, Tenant agrees to execute, acknowledge and deliver within fifteen (15) days after request by Landlord, a subordination, non-disturbance and attornment agreement prepared by Landlord. Notwithstanding the foregoing, the party holding the instrument to which this Lease is subordinate shall have the right to recognize and preserve this Lease in the event of any foreclosure sale or possessory action, and this Lease shall continue in full force and effect at the option of the party holding the superior lien, and Tenant shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect confirmation of attornment within fifteen (15) days after request therefor. In the event Tenant fails to execute, acknowledge and deliver any requested subordination or attornment documents within the time period set forth above, Tenant hereby appoints Landlord its attorney-in-fact for the purpose of executing any such requested documents confirming Tenant's subordination and attornment, which appointment is hereby expressly agreed to be coupled with an interest and irrevocable.

Section 13.04. Failure to Execute Instruments and Documents.

In the event Tenant fails to execute and deliver the instruments and documents as provided in Section 13.03 within the time period set forth in Section 13.01, Tenant does hereby make, constitute and appoint Landlord or such Mortgagee or purchaser, as the case may be, as Tenant's attorney-in-fact and in its name, place and stead to do so, or Landlord may treat such failure as an Event of Default. The aforesaid power of attorney is given as security coupled with interest and is irrevocable.

ARTICLE XIV
ASSIGNMENT AND SUBLETTING

Section 14.01. Assignment and Subletting.

(a) Consent Required. Tenant shall not, voluntarily or involuntarily, by operation of law or otherwise, assign, encumber, mortgage, pledge, hypothecate or otherwise transfer this Lease, or any interest therein, and shall not sublease the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Tenant excepted) to occupy or use the Premises or any portion thereof, nor shall Tenant enter into any license or concession agreements (each and all of which acts are hereafter referred to as a "Transfer") without first obtaining the written consent of Landlord. The consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer, nor shall it be deemed to release Tenant from the full performance by Tenant of the terms, covenants, conditions or provisions contained in this Lease. Any Transfer without such consent shall constitute an Event of Default. Neither this Lease nor any interest of Tenant therein shall be assignable by operation of law, or by the bankruptcy of Tenant, without the prior written consent of Landlord.

(b) Form of Transfer. Each approved Transfer shall be by an instrument in writing in a form satisfactory to Landlord and shall be executed by Tenant and the assignee, holder of the encumbrance, sublessee, occupant, transferee, user, licensee or concessionaire, in each instance, as the case may be (such persons hereafter referred to as the "Transferees"), and each Transferee shall agree in writing for the benefit of Landlord to assume, to be bound by and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant.

One executed copy of such written instrument shall be delivered to Landlord. Tenant agrees to reimburse Landlord for Landlord's reasonable attorneys' fees and administrative review fees incurred in conjunction with the processing and documentation of any requested Transfer. Failure to obtain in writing Landlord's consent or failure to comply with the provisions of this Article shall operate to prevent any Transfer from being effective. No Transfer shall affect or reduce any obligations of Tenant or rights of Landlord hereunder, and all such obligations of Tenant shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, to the same extent as if no Transfer had been made.

(c) Transfers of Control. Any sale(s), assignment(s), encumbrance(s), pledge(s), hypothecation(s), or any dissolution(s), merger(s), consolidation(s) or other reorganization(s) or transfer(s) affecting in the aggregate twenty-five percent (25%) or more of the voting stock of Tenant, or of any other interest which participates in control of Tenant, shall constitute a Transfer of this Lease and shall be governed by this Article.

ARTICLE XV
PROMOTION FUND – INTENTIONALLY DELETED

Tenant(s) Initials

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ARTICLE XVI
DESTRUCTION OF PREMISES

Section 16.01. Total or Partial Destruction.

(a) If the Premises shall be damaged by fire or other casualty covered by Landlord’s policies of fire and broad form extended coverage insurance but are not thereby rendered untenantable in whole or in part, subject to the limitations hereafter set forth, Landlord, at its own expense, shall cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Premises shall be rendered untenantable in whole or in part, subject to the limitations hereafter set forth, Landlord, at its own expense, shall cause the damage to be repaired and the Fixed Minimum Rent shall be abated proportionately as to the portion of the Premises rendered untenantable until the completion of Landlord’s repairs thereto. If the Premises shall be damaged or destroyed by a fire or casualty not covered by Landlord’s policies of fire and broad form extended coverage insurance and Landlord, at its option, decides not to repair and restore the Premises, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after the occurrence of such damage or destruction, to cancel and terminate this Lease. Either party shall have the right, to be exercised by notice in writing, delivered to the other within thirty (30) days from and after any occurrence which renders the Premises wholly untenantable to cancel this Lease, if said damage or destruction of the Premises occurs within the last two (2) years of the term of this Lease, said cancellation to take effect ninety (90) days from and after the receipt of such notice by the other party, and in such event this Lease and the tenancy hereby created shall cease as of the aforesaid date (except that such cancellation shall not affect the obligations of the parties which have accrued theretofore and remain unpaid), the rent to be adjusted as of such date, provided, however, that if Landlord shall commence repairs or reconstruction of the destroyed Premises during the period prior to the cancellation date, the tenancy shall remain in effect and said notice of cancellation shall be considered void. In no event shall Landlord be obligated to expend for any repairs or reconstruction pursuant to this Section 16.01 an amount in excess of the insurance proceeds recovered by it and allocable to the damage to the Premises after deduction therefrom of Landlord’s reasonable expenses in obtaining such proceeds and any amounts required to be paid to Landlord’s mortgagee. Nothing in this section shall be construed to permit the abatement in whole or in part of the Percentage Rent, and the calculation of Percentage Rent shall be governed solely by Article II hereof. The provisions hereof are subject to the terms of Section 16.02 hereof.

(b) If the Landlord is required to repair or reconstruct the Premises pursuant to the provisions of this Section 16.01, its obligations shall be limited to the reconstruction of the Premises to the condition upon completion of Landlord’s Work in Exhibit “B”. In no event shall Landlord have any obligation to repair or restore any of Tenant’s personal property, trade fixtures or alterations. Tenant shall submit to Landlord for Landlord’s approval detailed plans and specifications, the work not required to be done by Landlord and upon approval of such plans and specifications and, within fifteen (15) days after the Tenant has been notified that the Landlord has completed its work on the Premises, Tenant shall re-enter the Premises and therein diligently pursue to completion such work at Tenant’s expense and thereafter commence doing business all in accordance with the provisions of this Lease. Landlord shall not be liable for delays occasioned by adjustment of losses with insurance carriers or by any other cause, so long as Landlord shall proceed in good faith. In no event shall Landlord be liable to Tenant by reason of any injury to or interference with Tenant’s business or property arising from a casualty or by reason of any repairs to any part of the Premises necessitated by the casualty.

(c) Notwithstanding anything set forth herein to the contrary, Tenant shall be responsible for all repairs and replacements of damage and/or destruction of the Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry into the Premises.

(d) Tenant covenants that it will give notice to Landlord of any accident or damage, whether such damage is caused by insured or uninsured casualty, occurring in, on or about the Premises within forty-eight (48) hours after Tenant has or should have had knowledge of the occurrence of such accident or damage. If Tenant breaches its covenant set forth in this Section 16.01(d), Landlord in addition to all other rights and remedies under this Lease, at law or in equity shall, at its option, be relieved of any of its obligations under Section 16.01.

Section 16.02. Partial Destruction of Shopping Center.

In the event that fifty (50%) percent or more of the gross leasable floor area of the Shopping Center shall be damaged or destroyed by fire or other cause notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within one hundred twenty (120) days after said occurrence, to cancel and terminate this Lease. Upon the giving of such notice, the term of this Lease shall expire by lapse of time upon the fifteenth (15th) day after such notice is given and Tenant shall vacate the Premises and surrender the same to Landlord.
ARTICLE XVII
EMINENT DOMAIN

Section 17.01. Condemnation.

If, during the term of this Lease or any renewal or extension hereof, the Building or any part of the Building is taken or condemned for public or quasi-public use, Landlord may, at its option, upon notice to Tenant, terminate this Lease as of the date when possession is surrendered to the condemnor, and the Rent reserved hereunder shall abate and cease for the balance of the term of this Lease, or any renewal or extension hereof then remaining as of the date when possession is surrendered to the condemnor. If Landlord fails to elect to terminate this Lease upon such taking or condemnation, this Lease shall terminate, as to the part of the Premises taken or condemned, as of the date when possession is surrendered to the condemnor, and the Rent reserved hereunder shall abate in a proportion, the numerator of which is the number of square feet of the Premises taken or condemned and the denominator of which is the total rentable square feet in the Premises as set forth hereinafter. In any of such events, Tenant waives all claims for leasehold damages, diminution of the value of Tenant’s leasehold interest and all other damages of any kind against Landlord and against condemnor, except for moving and related expenses; provided, however, if the moving and related expenses reduces Landlord’s award, the total shall be awarded to Landlord. If, in the reasonable opinion of Tenant, the space remaining to the Tenant will not be sufficient for the conduct of Tenant’s business, Tenant shall have the right to cancel the Lease upon fifteen (15) days notice, and Tenant shall pay all Rent and Additional Rent up to the day of vacating and Landlord shall promptly return all monies paid in advance by Tenant, and neither party shall have any further claim against the other.

Section 17.02. Partial Condemnation of Shopping Center.

If (a) more than one-third (1/3) of the floor area of the buildings of which the Premises are a part or more than one-third (1/3) of the leased floor area of the Shopping Center or more than one-third (1/3) of the Common Areas shall be so taken or conveyed or (b) if any part of the parking area in the Shopping Center is so taken or conveyed and as a result of such partial-taking or conveyance the size, layout or location of the remaining parking facilities will violate the requirements of the applicable zoning or similar law (or any permitted variance or exception thereto), then in any or all such events notwithstanding the fact that the Premises are not taken or conveyed, Landlord shall have the right and power, at its option to be exercised by written notice to Tenant, to terminate this Lease effective either the date title vests in the condemning authority or the date Landlord is required to deliver possession of the parts taken or conveyed; provided, however, in the event of a taking or conveyance described in clause (b) if Landlord shall take immediate steps towards eliminating such violation, this Lease shall be unaffected and remain in full force and effect. In any event, Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease.

ARTICLE XVIII
BANKRUPTCY; LANDLORD’S REMEDIES AND DAMAGES

Section 18.01. Bankruptcy.

If Landlord shall not be permitted to terminate this Lease as hereinafter provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code") then Tenant as a debtor-in-possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if (a) it cures or provides adequate assurance that the trustees will promptly cure any default hereunder, (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant’s defaults, and (c) provides adequate assurance of performance during the fully stated term hereof all of the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then existing default remain uncured for a period in excess of ten (10) days or the time period set forth herein. Adequate assurance of performance of this Lease, as set forth hereinafter, shall include, without limitation, adequate assurance (1) of the sources of rent reserved hereunder, (2) that any Percentage Rent due hereunder will not decline from the levels anticipated, and (3) the assumption of this Lease will not breach any provision hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required, unless Tenant shall have paid and be current in all payments of Operating Costs, utilities or other charges therefor. If after such filing Tenant shall commit any Event of Default, this Lease, at the option of Landlord, may be cancelled or terminated, in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to acquire or remain in possession of the Premises, and Landlord shall have no further liability hereunder to Tenant or such person, and Tenant or any such person shall immediately quit and surrender the Premises.

Section 18.02. Remedies and Damages.

If this Lease shall be cancelled or terminated pursuant to Section 18.01, Landlord shall not be limited or prejudiced in moving for and obtaining as liquidated damages an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are proved. Said damages shall include but are not limited to Fixed Minimum Rent, Additional Rent, Security Deposits and any other money received by or due on the account of Landlord from Tenant or others on behalf of Tenant.
ARTICLE XIX
EVENTS OF DEFAULT; LANDLORD’S REMEDIES

Section 19.01. Events of Default.

The occurrence of any one of the following shall constitute an event of default (“Event of Default”) by Tenant:

(a) failure by Landlord to receive Rent or other sums within ten (10) days after Tenant’s receipt of written notice that the same is due provided that the Lease may be declared to be in Default upon the service of the third (3rd) such notice in any period of twelve (12) months and there will be no further opportunity to cure; or

(b) failure by Tenant to perform or comply with any covenant or condition of this Lease within twenty (20) days after receipt of written notice thereof from Landlord and such additional time, if any, as is reasonably necessary to cure such failure, provided Tenant commences to cure such failure within such twenty (20) day period and diligently thereafter prosecutes such cure to completion; or

(c) if Tenant shall become bankrupt or insolvent, or file in any court pursuant to any statute, either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant and such appointment shall not be vacated or set aside within ninety (90) days from the date of such appointment, or if Tenant makes an assignment for the benefit of creditors, or any event described in Section 18.01; or

(d) if any execution or attachment shall be issued against Tenant or any of Tenant’s property and shall not be discharged or vacated within ten (10) days after the issuance thereof; or

(e) if Tenant vacates or abandons or manifests an intention to vacate or abandon the Premises during the term thereof or removes any substantial portion of Tenant’s goods or property therefrom other than in the ordinary and usual course of Tenant’s business.

Section 19.02. Landlord’s Remedies Upon Default.

In addition to all other remedies available to Landlord at law or equity, upon the occurrence of an Event of Default by Tenant, Landlord at its option may:

(a) terminate the Lease and all the estate of Tenant in the Premises, and Tenant shall thereupon surrender the Premises in the same condition and with the same effect (except as to Tenant’s continuing liability for amounts due and unpaid and for damages) as if the full Term of this Lease has expired;

(b) with or without terminating this Lease, re-enter and repossess the Premises, or any part thereof, and rent, or attempt to rent, any or all parts thereof upon such terms and conditions and to such persons or entities, for such uses, and for such period or periods of time as Landlord in its sole discretion, shall determine, including a term beyond the original expiration date of this Lease. For the purpose of such reletting, Landlord may make repairs, alterations, redecoration, or additions to the Premises to the extent it determines to be necessary or convenient, and the cost of such work shall be charged and payable by Tenant on demand as Additional Rent hereunder, as well as reasonable brokerage and legal fees incurred by Landlord. However, Landlord shall not be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent upon such reletting,

(c) without terminating this Lease, by demand, accelerate the due date for the payment of all Rent remaining to be paid from and after the occurrence of the Event of Default to the expiration of the Term hereof, and such an amount, shall be paid to Landlord on demand as liquidated damages for Tenant’s default, in addition to all sums due and unpaid as of the date of the Event of Default;

(d) pay or perform for the account of Tenant any obligation or work to be paid or done by Tenant pursuant to the provisions of this Lease which Tenant has failed to pay or do, and Landlord may re-enter and repossess such part of the Premises as may be necessary to perform such work. Tenant shall pay to Landlord on demand as Additional Rent the amount so paid by Landlord or expended by Landlord to do the work or otherwise cure the default by Tenant, together with interest on amounts expended at the rate of ten (10%) percent per annum. Notwithstanding anything above requiring Landlord to give notice to Tenant as a condition to the occurrence of an Event of Default, in an emergency where there is an immediate threat to the Premises, unless payment is made for work done, Landlord may pay or perform obligations on behalf of Tenant which Tenant has failed to pay or perform after notice to Tenant as much in advance as practicable under the circumstances prior to Landlord’s payment or performance on behalf of Tenant.

Section 19.03. Right of Possession.

Upon termination of this Lease, if Tenant shall fail to surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord, Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event with or without process of law and to repossess the Premises and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detention and without relinquishing Landlord’s right to rent or any other right given Landlord hereunder or by operation of law.

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Tenant(s) Initials
19.04 CONFESSION OF JUDGMENT

(a) UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT, TENANT HEREBY EMPowers ANY
PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES, AS WELL AS
FOR ALL PERSONS CLAIMING BY, THROUGH, OR UNDER TENANT TO APPEAR FOR TENANT WITH
DECLARATION FILED, AND CONFESS JUDGMENT AGAINST TENANT AND ANY GUARANTORS OR SURETIES
OF TENANT, JOINTLY OR SEVERALLY, IN FAVOR OF LANDLORD, ITS SUCCESSORS OR ASSIGNS, AS OF ANY
TERM, FOR ANY DETAINED AMOUNT TO WHICH LANDLORD WOULD BE ENTITLED AS DAMAGES FOR THE
PROVISIONS OF THIS ARTICLE INCLUDING ATTORNEY'S FEES, TOGETHER WITH COSTS OF SUIT. TENANT
AND ITS GUARANTORS AND SURETIES, IF ANY, HEREBY WAIVE ALL ERRORS, DEFECTS AND
IMPERFECTIONS IN ENTERING SAID JUDGMENT OR IN ANY WRIT, OR PROCESS, OR PROCEEDING
CONCERNING THE SAME. FOR THE CONFESSION AND ENTRY OF SUCH JUDGMENT, THIS LEASE OR A TRUE
AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT AND AUTHORITY. THE AUTHORITY AND
POWER CONTAINED HEREIN SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY
BE CONFESSION AS AFORESAID FROM TIME TO TIME AND AS OFTEN AS THERE IS AN OCCURRENCE OF ANY
EVENT OF DEFAULT; AND FURTHERMORE SUCH AUTHORITY AND POWER MAY BE EXERCISED DURING THE
ORIGINAL TERM AND ANY EXTENSION OR RENEWAL THEREOF, OR AFTER THE EXPIRATION OR EARLIER
TERMINATION OF THE TERM HEREOF.

(b) WHEN THE TERM OF THIS LEASE AND THE TERMS OF ANY EXTENSION OR RENEWAL HEREOF SHALL
HAVE BEEN TERMINATED ON ACCOUNT OF ANY DEFAULT BY TENANT HEREUNDER, AND ALSO WHEN THE
TERM OF THIS LEASE OR ANY EXTENSION OR RENEWAL HEREOF SHALL HAVE EXPIRED, IT SHALL BE
LAWSUIT FOR ANY PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED
STATES, AS WELL AS FOR ALL PERSONS CLAIMING BY, THROUGH OR UNDER TENANT, TO APPEAR FOR
TENANT WITH DECLARATION FILED AND TO SIGN AN AGREEMENT FOR ENTERING IN ANY COURT OF
COMPETENT JURISDICTION AN AMICABLE ACTION IN EJECTMENT AGAINST TENANT AND ALL PERSONS
CLAIMING BY, THROUGH OR UNDER TENANT AND THEREIN CONFESSION JUDGMENT FOR THE RECOVERY BY
LANDLORD OF POSSESSION OF THE PREMISES, FOR WHICH THIS LEASE SHALL BE HIS SUFFICIENT
WARRANT; THEREUPON, IF LANDLORD SO DESIRES, AN APPROPRIATE WRIT OF POSSESSION MAY ISSUE
FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER, AND PROVIDED THAT IF FOR ANY
REASONS AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED IT SHALL BE DETERMINED THAT
POSSESSION OF THE PREMISES SHOULD REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL
HAVE THE RIGHT FOR THE SAME DEFAULT AND UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR
UPON THE TERMINATION OF THIS LEASE OR TENANT'S RIGHT OF POSSESSION AS HEREIN SET FORTH, TO
BRING ONE OR MORE FURTHER AMICABLE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO
RECOVER POSSESSION OF THE PREMISES AND TO CONFESS JUDGMENT FOR THE RECOVERY OF
POSSESSION OF THE PREMISES AS HEREINBEFORE PROVIDED.

(c) IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESSION JUDGMENT AGAINST TENANT, TENANT,
FOLLOWING CONSULTATION WITH (OR DECISION NOT TO CONSULT WITH) SEPARATE COUNSEL FOR
TENANT AND WITH KNOWLEDGE OF THE LEGAL EFFECT HEREOF, HEREBY KNOWINGLY, INTELLIGENTLY
AND VOLUNTARILY WAIVES UNCONDITIONALLY ANY AND ALL RIGHTS TENANT HAS OR MAY HAVE TO PRE-
JUDGMENT AND PRE-EXECUTION NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE
CONSTITUTIONS AND LAWS OF THE UNITED STATES OF AMERICA, THE COMMONWEALTH OF
PENNSYLVANIA, OR ELSEWHERE.

TENANT SPECIFICALLY ACKNOWLEDGES THAT LANDLORD HAS RELIED ON THE WARRANT OF ATTORNEY
SET FORTH IN SECTION 19.04 IN ENTERING INTO THIS LEASE WITH TENANT AND TENANT HEREBY AFFIRMS
THAT: (i) TENANT IS NOT IN ACTIVE MILITARY SERVICE, (ii) THIS AGREEMENT IS FOR THE LEASE OF
COMMERCIAL REAL ESTATE AND NOT IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION, AND (iii)
TENANT'S ANNUAL INCOME IS IN EXCESS OF TEN THOUSAND ($10,000.00) DOLLARS.

BY INITIALING BELOW, TENANT ACKNOWLEDGES THAT IT FULLY UNDERSTANDS THE CONFESSION OF
JUDGMENT CONTAINED IN THIS SECTION OF THE LEASE, AND THAT IT KNOWINGLY, INTELLIGENTLY AND
VOLUNTARILY ENTERS INTO THIS LEASE FULLY COMPREHENDING THE RELINQUISHMENT OF CERTAIN
RIGHTS BY VIRTUE OF SUCH CONFESSION OF JUDGMENT.

Section 19.05 Landlord's Other Remedies.

(a) All remedies available to Landlord hereunder and at law and in equity shall be cumulative and concurrent. Without
limiting the generality of the foregoing, no termination of this Lease nor taking or recovering possession of the
Premises shall deprive Landlord of any remedies or actions against Tenant for Fixed Minimum Rent or Additional
Rent, for charges or for damages for the breach of any term, covenant or condition herein contained. The
breaching of any such action or the resort to any other remedy shall not be construed as a waiver or release of the
right to insist upon the forfeiture and to obtain possession.

(b) Upon Tenant's default, Landlord may exercise any remedies available under any applicable law to recover sums
owed by Tenant as Rent including without limitation, attorney's fees and other costs of collection. Those
remedies shall include the enforcement of the provisions of the Landlord and Tenant Act of 1951 at Section 321 to
obtain a lien against Tenant's personal property and at Section 250.302 for the sale of the Tenant's property to
cover rent due.

(c) If Landlord pursues any rights or remedies which authorize the sale of goods distrained for rent, then Tenant
expressly waives any statutory notice requirements and agrees that seven (7) days notice shall be sufficient in
such case.

Tenant(s) Initials _______________
ARTICLE XX
SECURITY DEPOSIT

Section 20.01. Security Deposit.

Landlord acknowledges receipt from Tenant the sum set forth in Paragraph I of the Indenture of Lease to be held as security (the "Security Deposit") for the performance by Tenant of Tenant's obligations hereunder. The Security Deposit shall not bear interest and shall not be considered an advance payment of rent or a measure of Landlord's damages in the event of default by Tenant. If Tenant defaults in the performance of any of the obligations to be performed by Tenant hereunder, Landlord may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears in rent or any sum as to which Tenant is in default and any other damage, injury, expense, or liability caused to Landlord by such default, including reasonable costs in the reinstatement of the Premises, before or after termination of this Lease. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand or within ten (10) days of written notice from Landlord the amount so applied in order to restore the Security Deposit to its original amount. Tenant's failure to do so shall be treated as an Event of Default. If Tenant is not in default hereunder, any remaining balance of the Security Deposit shall be returned to Tenant after termination of this Lease and after delivery of the entire possession of the Premises to Landlord in accordance with this Lease. Upon any sale or transfer of its interest in the Premises, Landlord shall transfer the Security Deposit to its successor in interest thereon, and Tenant shall be released from any liability or obligation with respect thereto. Tenant agrees to look solely to the successor in interest for the return of such Security Deposit. At such time, Tenant agrees to deliver to Landlord and/or such assignee upon the request of either a statement certifying the exact amount of the Security Deposit. The provisions of the preceding sentence shall apply to every transfer or assignment made of the Security Deposit. Tenant agrees that it will not assign or encumber or attempt to assign or encumber the money deposited herein as security and that Landlord and its successors and assigns shall not be bound by any such actual or attempted assignment or encumbrance. It is understood that no part of the Security Deposit is to be considered the last rent due under the terms of this Lease.

ARTICLE XXI
MISCELLANEOUS

Section 21.01. Access by Landlord.

Tenant will permit Landlord, Landlord's agents or employees or any other person or persons authorized by Landlord (a) to inspect the Premises at any reasonable time during normal business hours, (b) to enter the Premises, at any reasonable time upon reasonable prior notice for making alterations, improvements or repairs to the Building or the Premises (including without limitation all ducts, pipes, wires and building equipment) or for any purpose in connection with the operation or maintenance of the Building, (c) at any time if in Landlord's sole judgment, Landlord determines an emergency exists which necessitates Landlord entering the Premises, (d) during the last six months of the term of this Lease, during normal business hours to show the Premises to potential tenants, and (e) during normal business hours to show the Premises to potential purchasers or mortgagees of the Building; and no such entry shall be treated as a deprivation of Tenant's use of the Premises. Landlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant by reason of any inspections, alterations, improvements or repairs or performing such operation or maintenance or responding to such emergency; so long as Landlord shall make reasonable efforts to avoid materially interfering with Tenant's use of the Premises, and provided further that nothing contained herein shall obligate Landlord to make any such alterations, improvements or repairs or perform such operation or maintenance other than during normal business hours so long as such work can be performed in a manner that does not materially interfere with Tenant's use of the Premises. Nothing contained herein shall impose or imply any duty upon the part of Landlord to do any such work which under any provision of this Lease Tenant may be required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

Section 21.02. Holding Over.

If the Tenant shall continue to occupy the Premises at the expiration or sooner termination of this Lease without the consent of Landlord and without any further written agreement, Tenant shall be deemed to be a tenant-at-sufferance subject to immediate eviction, and all obligations of Tenant under the Lease shall continue to apply during the period of holdover occupancy except that the Fixed Minimum Rent shall be equal to one hundred fifty (150%) percent of the Fixed Minimum Rent payable in the month prior to termination or expiration. Tenant shall be responsible for any actual damages or losses incurred by Landlord or any potential Tenant due to such holdover Tenancy.

Section 21.03. Successors.

All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, trustees, receivers, legal representatives, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee, legal representative, trustee, receiver,legatee or other personal representative of Tenant unless the assignment to such party has been approved by Landlord in writing as provided in Section 14.01 hereof.

Section 21.04. Quiet Enjoyment.

So long as Tenant shall pay the Rents herein provided within the respective times provided therefor, and provided and so long as Tenant observes and performs all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceable and quietly hold and enjoy the Premises for the term hereby Demised without hindrance or interruption by Landlord or any other person or persons lawfully claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease. The liability of the Landlord named in this Lease under this Section shall cease upon a conveyance by Landlord of the Premises.

Tenant(s) Initials

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Section 21.05. Waiver.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant or condition herein contained. The subsequent acceptance by Landlord of rent due hereunder or any or all other monetary obligations of Tenant hereunder, whether or not denoted as rent hereunder, shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to make the particular payment so accepted, regardless of Landlord’s knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing and executed by Landlord.

Section 21.06. Custom and Usage.

Any law, usage or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times with respect to the Tenant hereunder or with respect to other tenants of the Shopping Center. The failure of Landlord at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any way or manner modified the same.

Section 21.07. Accord and Satisfaction.

No endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the balance of such rent or pursue any other remedy provided in this Lease, at law or in equity.

Section 21.08. Performance of Tenant’s Covenants.

Tenant covenants and agrees that it will perform all agreements and observe all covenants herein expressed on its part to be performed and observed and that it will promptly, upon receipt of written notice specifying action desired by Landlord in connection with any such agreement or covenant, comply with such notice; and further, that if Tenant shall not comply with any such notice to the satisfaction of Landlord prior to the date on which such non-compliance would constitute an Event of Default, in addition to, and not in lieu of or in limitation of any other remedy which Landlord may have pursuant to this Lease, at law or in equity, Landlord may, but shall not be obligated to, enter upon the Premises and do the things specified in said notice. Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action and Tenant agrees to pay upon demand, as Additional Rent, any sums or costs incurred by Landlord in taking such action, plus administrative costs of Landlord in a sum equal to twenty (20%) percent of such sums and/or costs. Notwithstanding the foregoing, Landlord’s performance of any or all of Tenant’s covenants shall not release Tenant from liability for non-performance.

Section 21.09. Entire Agreement.

The Indenture of Lease, the Lease Agreement, the Exhibits and Rider, if any, set forth all the covenants, promises, terms, agreements, conditions and understandings between Landlord and Tenant relative to the Premises and the leasehold. All prior communications, negotiations, arrangements, representations, agreements and understandings, whether oral, written or both, between the parties hereto, and their representatives, are merged herein and extinguished, this Lease superseding and canceling the same. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Landlord or Tenant unless reduced to writing and executed by both parties. If any provision contained in any rider hereto is inconsistent with any printed provisions of this Lease, the provision contained in such rider shall supersede said printed provision. Tenant hereby acknowledges that: (a) this Lease contains no restrictive covenants or exclusives in favor of Tenant; (b) this Lease shall not be deemed or interpreted to contain, by implication or otherwise, any warranty, representation or agreement on the part of Landlord that any anchor store or any other merchant shall open for business or occupy or continue to occupy any premises in or adjoining the Shopping Center during the term of this Lease or any part thereof and Tenant hereby expressly waives all claims with respect thereto and acknowledges that Tenant is not relying on any such warranty, representation or agreement by Landlord other than as a matter of inducement in entering into this Lease or as a condition of this Lease or as a covenant by Landlord; and (c) Tenant acknowledges that neither Landlord nor Landlord’s agents, employees or contractors have made any representations or promises with respect to the Shopping Center, the Premises or this Lease and Tenant is not relying on any such representation or promise except as may be expressly set forth in this Lease.

Section 21.10. No Partnership.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purpose of providing a method whereby adequate rent is to be measured and ascertained.

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Tenant(s) Initials _____________
Section 21.11. Notices.

Time is of the essence for all notices required or permitted hereunder from either of the parties hereto to the other and such notices must be in writing, and delivered by hand, or by a generally recognized overnight delivery service or sent by registered or certified mail, return receipt requested. Notices shall be addressed to the parties as follows:

If to Tenant:
Ashley Coten
Organic Farmacy Management LLC
206 High Street, Suite #200
Chesterstown, Maryland 21620
If to Landlord:
S.W. Bajus, Ltd.
595 East Lancaster Avenue
Suite #303
St. Davids, Pennsylvania 19087

If Landlord requests, Tenant shall send to any mortgagee or fee owner designated by Landlord a copy of notice to Landlord. Either party may at any time, by notice given as aforesaid, change the address to which notices shall be sent. All notices addressed as aforesaid if mailed shall be effective on the day after deposit at the post office, or on the date of delivery or attempted first delivery if served personally or by overnight carrier.

General correspondence regarding billing from Landlord, not requiring formal notice pursuant to the Lease, may be sent to Tenant at this e-mail address: [REDACTED]


The captions and titles appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease and are not to be used in interpreting this Lease nor for any other purpose in the event of controversy.


The word “Tenant” shall be deemed and taken to mean each and every person or entity mentioned in this Lease, or in a lease, if any, and shall have the same force and effect as if given by or to all thereof. The use of the nearest singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural number where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. Each and every one of the persons or entities named above as Tenant shall be bound jointly and severally by the terms, covenants, liabilities agreements contained herein.


Notwithstanding anything contained herein to the contrary, Tenant agrees that Landlord and its partners shall have no personal liability with respect to any of the provisions of this Lease and Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Shopping Center of which the Premises forms a part for the satisfaction of Tenant’s remedies, including without limitation, the collection of any judgment or the enforcement of any other judicial process requiring the payment or expenditure of money by Landlord or its partners in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any holder of any Mortgage covering all or part of the Shopping Center, and of other assets of Landlord or any principal or partner of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant’s claim and in the event Tenant obtains a judgment against Landlord and/or its partners, the judgment shall be for so much. This Section shall inure to the benefit of Landlord’s successors and assigns and Landlord’s respective partners and/or principals.

Section 21.15. Effect on Governmental Limitation on Rents and Other Charges.

In the event that any law, decision, rule or regulation of any governmental body having jurisdiction shall have the effect of placing a limit on any period of time the amount of rent or other charges payable by Tenant to any amount less than that otherwise provided pursuant to this Lease, the following provisions shall nevertheless be payable by Tenant: (a) throughout such period of limitation, Tenant shall remain liable for the maximum amount of rent and other charges which are payable (without regard to any limitation to the amount thereof expressed in this Lease) except that all amounts payable by reason of this Section 21.15 shall not in the aggregate exceed the total of all amounts which would otherwise be payable by Tenant pursuant to the terms of this Lease for the period of limitation, but which were not paid because of such limiting law, decision, rule or regulation, and (b) for the remaining term of this Lease following the period of limitation, Tenant shall pay to Landlord all amounts due for such portion of the term of this Lease as is the lesser calculated as though there had been no intervening period of limitation.


If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and enforced to the fullest extent permitted by law. Furthermore, each covenant, agreement, obligation and other provision contained in this Lease is and shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, and not dependent on any other provision of this Lease unless expressly so provided.
Section 21.17  Recording

This Lease shall not be recorded.

Section 21.18  Brokerage Commissions

Tenant represents and warrants to Landlord that Tenant has had no dealing, negotiations or consultations with respect to the Premises, the Shopping Center or this transaction with any other broker or finder except S.W. Bajus, Ltd. In the event that any other broker or finder other than S.W. Bajus, Ltd, claims to have submitted the Premises or any other spaces in the Shopping Center to Tenant, to have induced Tenant to lease the Premises or to have taken part in any dealings, negotiations or consultations with respect to the Premises, the Shopping Center or this transaction, Tenant will be responsible for and will defend, indemnify and save Landlord and S. W. Bajus, Ltd. harmless against all costs, fees (including without limitation, attorney's fees) expenses, liabilities, and claims incurred or suffered by Landlord and/or S.W. Bajus, Ltd. as a result thereof.

Section 21.19  Interpretation – Time of the Essence

It is the intent of the parties hereto that if any term, covenant, condition or agreement of this Lease is capable of two or more constructions, one or more of which would render the provision void, and the other or others of which would render the provision valid, then the provision shall have the meaning or meanings which would render it valid. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result. The Landlord and Tenant agree that time is of the essence with respect to the performance of the respective obligations set forth in this Lease.

Section 21.20  Performance of all Work by Tenant in the Premises

(a) Only those contractors and subcontractors duly licensed by the authority having jurisdiction over the appropriate profession and which have been approved in writing by Landlord may perform any portion of Tenant's Work or any other work for Tenant in or upon the Premises.

(b) All of Tenant's Work and other work done for Tenant hereunder shall be done in accordance with the plans approved by Landlord, the requirements of all applicable laws, ordinances, regulations, codes and other requirements of governmental authorities, with the regulations of Landlord's underwriter. All work performed hereunder shall be inspected and approved by Landlord and by Landlord's architect and/or Landlord's general contractor may enter upon the Premises and inspect the work being performed by Tenant and take such steps as they may deem necessary or desirable to assure the proper performance by Tenant of Tenant's Work and such other work and/or for the protection of the building and/or any premises adjacent to the Premises. In addition, Tenant's Work and such other work shall be performed in a thoroughly first-class and workmanlike manner, shall incorporate only new materials and shall be in good and usable condition at the date of completion.

(c) No contractor or subcontractor participating in Tenant's Work or any other work performed for Tenant hereunder may use any space within the Shopping Center without obtaining Landlord's prior written approval. If any such contractor and/or subcontractor shall use any space in the Shopping Center without obtaining Landlord's written approval therefor, Landlord shall have the right to terminate such use and remove all of such contractor's or subcontractor's material, equipment and other property from such space, without Landlord being liable to Tenant and/or to such contractor or subcontractor and the cost of such termination and/or removal shall be paid by Tenant to Landlord.

(d) It shall be Tenant's responsibility to cause each of Tenant's contractors and subcontractors to maintain continuous protection of adjacent property and improvements against damage by reason of the performance of Tenant's Work and all other work performed by Tenant hereunder. Each contractor and subcontractor shall properly protect Tenant's Work and all such other work with lights, guard rails and barricades and shall secure all parts of Tenant's Work against accident, storm or any other hazard.

(e) Tenant's Work and all such other work performed for Tenant hereunder shall be coordinated with all work being performed or to be performed by Landlord and other occupants of the Shopping Center to the end that Tenant's Work will not interfere with the operation of the Shopping Center or interfere with or delay the completion of any other construction within the Shopping Center, and each such contractor and subcontractor shall comply with all procedures and regulations prescribed by Landlord or its agents for integration of Tenant's Work and such other work with that to be performed in connection with any construction in the Shopping Center and in connection with the operation of the Shopping Center.
Section 21.21. Submission of Lease to Tenant.

The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any rights or impose any obligations upon either party until the execution thereof by Landlord and Tenant and the delivery of an executed original copy thereof to Tenant and Landlord or their respective representatives.

Section 21.22. Taxes on Leasehold.

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease upon any Leasehold interest or personal property of any kind owned by the Tenant or placed in, upon or about the Premises by the Tenant, or upon the use or occupancy of the Premises, whether such taxes shall be assessed against and billed to Tenant or shall be incorporated in the tax base upon which taxes of Landlord will be calculated.

Without limiting the generality of the foregoing, Tenant shall pay monthly to Landlord at the same time as Rent is paid, any Business Use and Occupancy Tax, as heretofore or hereafter amended, which may hereafter be imposed on Landlord by the School District or any other similar tax or charge imposed on Landlord by any taxing or other governmental authority, such amounts to be paid to Landlord as agent for said School District or other authority.

Section 21.23. Payments by Tenant.

Tenant’s obligations hereunder, including without limitation, the obligation to pay rent and Additional Rent, are independent of any and all obligations of the Landlord under this Lease. Tenant and Landlord hereby agree that Landlord may apply any sums or amount received by Landlord from or on behalf of Tenant to any amount, account, debt or sum whatsoever, which shall be due and owing to Landlord from or on behalf of Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the correct Rent or Additional Rent due hereunder shall be deemed to be other than a payment on account.

Tenant agrees that if any of the Tenant’s checks are returned for insufficient funds, Tenant shall pay to Landlord upon receipt of the Landlord’s invoice for the same, a minimum administrative fee of not less than One Hundred ($100.00) Dollars, due immediately.

Section 21.24 Modification of Square Footage.

In the event that the actual total area of the Premises when fully constructed, as determined by Landlord’s architect or engineer, shall be different from the total area set forth above, the actual total area shall be substituted for the area above stated for all purposes under this Lease, and all charges and payments calculated on a square footage basis shall each be proportionately adjusted from the date of substitution.

Section 21.25. Cost of Living Index. – INTENTIONALLY DELETED.

Section 21.26 Recovery of Security Deposit from Mortgagee.

Tenant hereby agrees not to look to the holder of any mortgage upon the Building of which the Premises are a part, either in its capacity as mortgagee, mortgagee in possession, or successor in title, for accountability for any security deposit required by the Landlord hereunder, unless said sums have actually been received by said mortgagee as security for Tenant’s performance of this Lease.

Section 21.27 Relocation of Tenant.

Landlord reserves the right to relocate Tenant’s Premises to a reasonable location within the Shopping Center upon at least thirty (30) days prior written notice to Tenant in a store of comparable size and with the Fixed Minimum Annual Rental at the same rate per square foot as is payable from time to time under the Lease for the original Premises, but in no event less than the average total fixed minimum rent and percentage rentals required to be paid during such period. All charges and payments calculated under the Lease on a square foot basis shall be calculated on the basis of the number of square feet of floor area in the relocated Premises, but in the event that Tenant refuses to do so, Landlord may, at its option, terminate the Lease. Landlord shall be responsible for any reasonable moving expenses incurred by Tenant for the cost of preparing Tenant’s new space to meet Tenant’s reasonable needs. Tenant shall, in all cases, comply with all terms of the Lease for the surrender of the original Premises as of the date set forth in the Landlord’s notice, as if the Lease had terminated by its terms on such date.

Section 21.28

This Lease contains the entire agreement between the parties and shall replace and supersede all other Leases, Amendments, and modifications. All prior documents shall be of no further force or effect.

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Tenant(s) Initials __________________
EXHIBIT "A"

The purpose of this Exhibit "A" is to aid in the interpretation of the Lease and to show the approximate location of the Premises. Landlord does not represent that the buildings or Common Areas shown on the Exhibit will be built, or, if built, be in existence throughout the term of the Lease. Landlord reserves the right, at anytime and from time to time, to alter, or otherwise modify the locations and/or dimensions of all buildings, entrances, exits and other facilities shown on this Exhibit "A", to place in the corridors and other common areas of the buildings, landscaping, decorative items and structures, and areas for promotional activities, and to construct, lease, operate and maintain buildings, structures and other facilities not shown on this Exhibit "A", provided however, that Landlord does not violate any rights expressly reserved to Tenant in this Lease.

DOH REDACTED

Tenant(s) Initiale ____________________
EXHIBIT "B"

(AS IS' CONDITION')

On or before the commencement of the Term of this Lease, Tenant shall, at its sole cost and expense, substantially complete all work required of it pursuant to this Exhibit B ("Tenant's Work"). Tenant will be permitted to enter the Premises in accordance with this Exhibit for the purpose of performing its obligations hereunder and for the purpose of installing its fixtures and other equipment provided (i) Tenant shall have obtained Landlord's written approval of the plans and specifications for such work, and (ii) Tenant shall have deposited with Landlord the policies or certificates of insurance and waivers of lien required herein. During such period, all of the terms, covenants and conditions of this Lease shall be in full force and effect, as if the term hereof shall have commenced prior to such period, and Tenant shall perform all duties and obligations imposed on it by this Lease, including without limitation, those provisions relating to insurance, indemnification and payment.

In the event of any conflict, discrepancy or inconsistency between the Lease Agreement, Exhibit "A" and this Exhibit "B" with regard to any construction items furnished, installed or paid for by Tenant and Landlord respectively, this Exhibit "B" shall govern and be controlling.

Tenant has examined the Premises and hereby agrees to accept them in "as is" condition, and Tenant further agrees that neither Landlord nor its agents have made any representations as to the present or future condition of said Premises, nor as to what items the prior occupant of such Premises is required to or may leave in the Premises prior to the Commencement Date of this Lease. Landlord shall not be liable for any inability to deliver possession of the Premises to Tenant, and any such inability shall extend the Commencement Date of this Lease until possession is given.

I. Basic Building Details.

A. Notwithstanding anything to the contrary herein contained, Landlord, Landlord's agent, independent contractors authorized by Landlord, or authorized utility companies, as the case may be, shall have the right, subject to Landlord's written approval, to run utility lines, pipes, conduits or duct work, where Landlord deems necessary or desirable through the Premises, all in a manner which does not interfere unnecessarily with Tenant's use thereof.

B. Storefront and Entrance Doors - Tenant shall maintain the storefront and entrance doors to the Premises throughout the Lease Term, at Tenant's sole cost and expense. Special items, such as show window platforms, backs, access doors, ceilings, lighting, etc., will be furnished and installed by Tenant, all at Tenant's sole cost and expense.

C. Signs and Sign Lighting - Tenant will cause to be designed a suitable sign and suitable sign lighting, all in accordance with the governing building and fire code regulations, and any municipal regulations, and shall be compatible with other signs in the Shopping Center. Final design of said sign and sign lighting must have prior written approval of Landlord before installation. Tenant will furnish and install the sign and sign lighting and maintain same throughout the Lease Term, all at Tenant's sole cost and expense.

D. Floors - All changes in the existing floor condition, elevation changes, sub-flooring, floor coverings and bases, will be provided and installed by Tenant.

E. Electrical - The entire electrical installation required by Tenant shall be approved in writing by Landlord and in accord with the applicable electrical and building codes and underwriter's requirements. All material, including fixtures used with respect to Tenant's electrical installation, shall be new and carry UL labels. Romex wire will not be permitted.

F. In addition to the items designated as Tenant's Work in this Exhibit B, Tenant shall be solely responsible for furnishing and maintaining any items required by Code, Landlord's underwriter, Landlord's criteria, and any other items not specifically enumerated as Landlord's Work.

II. Landlord's Work.

A.

B.

C.

D.

E.

F.

G.

H.

I.
III. Preparation of Plans and Specifications and Commencement of Construction.

A. It is Tenant's responsibility to verify all measurements contained on the Exhibits attached to this Lease and any plans submitted to Tenant by Landlord. All costs and expenses resulting from Tenant's failure to so verify said measurements shall be borne solely by Tenant.

B. Tenant shall, within thirty (30) days after the execution of the Lease, submit to Landlord for its approval complete architectural and engineering plans and specifications of the Premises, describing all work which under this Lease is to be performed by Tenant, including the fixturing of the Premises by Tenant, and showing in sufficient detail (1) the location of all utilities, partitions, storefronts and any other matters which may affect the construction work to be performed by Landlord in the Premises and in the Shopping Center and (2) all other aspects of the above described work to be performed within the Premises.

C. The plans and specifications submitted by Tenant for Landlord's approval shall, without limitation:

1. Include detailed drawings and specifications of all mechanical, plumbing, fire protections and electrical installations.

2. Show in complete detail all items which will affect the appearance of the Premises, building of which the Premises forms a part, or Shopping Center and its architectural, structural, mechanical and electrical components.

3. Show all construction details in a form satisfactory for standard bidding procedures.

4. Comply with all applicable laws, codes, rules and regulations.

5. Comply with the applicable standards of the American Insurance Association, National Electrical Code, the American Gas Association, the American Society of Heating-Refrigerating and Air Conditioning Engineers, the National Fire Protection Association and Factory Mutual Insurance Association, and all governing building, plumbing, fire and electrical requirements.

6. Include suitable instructions and provisions so as to comply with all of the requirements of this Exhibit B.

D. The design of the Premises, as described by all plans and specifications submitted hereunder, shall be consistent with the entire Shopping Center. In approving or disapproving plans and specifications submitted to it hereunder, Landlord shall have the right to disapprove any architectural and engineering design, specification or detail, including quality of materials to be used in, and the proposed construction of, the Premises and, in addition, shall have the right to enforce its aesthetic judgment with respect to the relationship between the Premises and the entire Shopping Center.

E. In the event that the above required plans and specifications are, in the sole judgment of Landlord, incomplete, inadequate or inconsistent with the terms of this Lease, Landlord may elect to have said plans and specifications revised, corrected or completed by Landlord's architect at Tenant's expense. In any event, the cost, if any, incurred by Landlord as a result of Tenant's failure or delay in properly preparing the plans and specifications as required herein shall be the sole responsibility of Tenant and be paid by Tenant promptly upon Landlord's demand therefor.

IV. Performance of Work.

Tenant's Work shall be subject to and governed in all respects by the following:

A. Commencement of Construction. Upon completion and approval by Landlord of the final plans and specifications for the Premises submitted by Tenant hereunder, Tenant shall employ a contractor or subcontractors, approved in writing by Landlord, to complete the Premises in accordance with the said approved plans and specifications, and such contractor and subcontractors shall promptly commence work. It is understood and agreed between Landlord and Tenant that costs incurred by Landlord, if any, as a result of Tenant's failure or delay in providing Tenant's Work as required herein, shall be the sole responsibility of the Tenant.

B. Construction Procedure.

1. Tenant's Work shall be performed in a thoroughly first-class and workmanlike manner, shall incorporate only new materials and same shall be in good and usable condition at the date of completion thereof. Any approval or consent by Landlord shall in no way oblige Landlord in any manner whatsoever in respect to the finished work designed and/or constructed by Tenant. Any deficiency in design or construction which is Tenant's responsibility hereunder, although same had the prior approval of Landlord, shall be solely the responsibility of Tenant.

2. Tenant's contractor shall obtain and pay for all necessary permits or fees required by public authorities or utility companies with respect to Tenant's Work, except that Landlord may elect to obtain the building permit for said work, in which event Tenant shall pay to Landlord the cost thereof upon demand.

3. Each contractor and subcontractor participating in Tenant's Work shall obtain approval from Landlord for any space, storage or otherwise.

Tenant(s) Initials _______________
4. Each contractor and subcontractor participating in Tenant's Work shall make appropriate arrangements with Landlord for temporary utility connections as available within the Shopping Center and shall pay the cost of said connections and of proper maintenance and removal of same, and shall pay all utility charges incurred by such contractor or subcontractors.

5. It shall be Tenant's responsibility to cause each of Tenant's contractors and subcontractors participating in Tenant's Work to remove and dispose of, at least once a week and more frequently as Landlord may direct, all debris and rubbish caused by or resulting from their construction operations and, upon completion of Tenant's Work, to remove all temporary structures, surplus materials, debris and rubbish of whatever kind remaining in the building which has been brought in or created by Tenant or the contractors and subcontractors in the performance of Tenant's Work. Tenant shall provide its own trash containers. If Tenant shall fail to remove trash and debris as required herein, Landlord shall have the right to perform such work for Tenant without prior notice and the cost of such service shall be paid by Tenant to Landlord upon demand.

6. Each designer, architect, engineer, contractor and subcontractor participating in the construction of Tenant's Work shall be duly licensed by requisite authorities and approved of in writing by Landlord.

7. All work performed by Tenant hereunder shall be in accordance with the approved plans and specifications submitted by Tenant hereunder and with the requirements of all applicable laws, ordinances, regulations, codes and other requirements of governmental authorities.

C. Insurance Requirements.

In addition to the insurance requirements of Tenant contained elsewhere in the Lease, Tenant, and Tenant's Work shall be subject to the following requirements and obligations.

1. At all times during the period between the commencement of construction of Tenant's Work and the acceptance by Landlord of same as being complete, Tenant shall maintain in effect with a responsible insurance company approved by Landlord a policy of "All Risk" builder's risk insurance in the standard Pennsylvania form. Said insurance shall cover the full replacement value of all work done or to be done and all fixtures and equipment installed or to be installed at the Premises by Tenant, and shall contain no co-insurance provisions or deductible clauses.

2. Any loss occurring during such period shall be adjusted by insurance carriers with Landlord and any insurance proceeds shall be payable to Landlord in trust for the purposes of repair or reconstruction. Repair or reconstruction of all or any portion of Tenant's Work damaged or destroyed by any casualty occurring after the commencement of construction thereof but prior to the acceptance by Landlord of same as being complete shall be commenced by Tenant as soon as possible after such casualty and, if Landlord's Work performed pursuant hereto is also damaged or destroyed by such casualty, within fifteen (15) days after Landlord shall notify Tenant that repairs or reconstruction of Landlord's Work is substantially completed, and Tenant shall thereafter diligently pursue such work to completion.

3. At all times during the period of construction of the Tenant's Work, Tenant's contractors and subcontractors shall maintain in effect statutory Worker's Compensation Insurance as required by the Commonwealth of Pennsylvania.

4. In addition to the requirements contained in the Lease Agreement with respect to maintenance of liability insurance, at all times during the period between the commencement of Tenant's Work and the opening for business of Tenant's Premises, Tenant shall maintain in effect a comprehensive general liability policy (occurrence basis) with bodily injury and personal liability injury coverage limits of at least $2,000,000.00 combined single limit and bodily injury per occurrence for any and all claims for injury or damage to persons or property or for the loss of life or damage to persons or property occurring upon, in or about the Premises arising out of or in connection with any act or omission of Tenant, its employees, agents, contractors, customers and invitees; Such liability policy shall include but not be limited to coverage for all operations of the Tenant, its contractors or subcontractors, including automobile contractual liability, completed operations liability and contingent liability for the operations of subcontractors.

5. All policies of insurance, except Worker's Compensation, required to be carried by the provisions of this section shall be written so as to make Landlord a co-insured party by specific reference.

6. True copies of each such policy or certificates of insurance evidencing the same and containing such endorsements of co-insurance shall be delivered to Landlord prior to the commencement of Tenant's Work and shall thereafter be replaced in the event of the expiration, lapse or cancellation of any such policy.

7. Tenant shall indemnify Landlord and save Landlord harmless from and against any and all claims, demands judgments, costs and expenses, including reasonable attorney's fees and subrogation claims by Tenant's insurance carriers, resulting from or arising out of personal injury or property damage occurring at or about the Premises or the Shopping Center during the performance of Tenant's Work or caused by Tenant's contractor or any of its agents, servants, employees or subcontractors.

Tenant(s) Initials ______________
D. **Guarantees and Completion of Tenant’s Work.**

Each contractor and subcontractor participating in Tenant’s Work shall, prior to the commencement of the portion thereof for which he is responsible, guarantee that such portion will be free from any and all defects in workmanship and materials for not less than one (1) year after the opening for business of the Premises. All warranties or guarantees as to materials or workmanship on or with respect to Tenant’s Work shall be contained in the contracts and subcontracts for performance of said work and shall be written so that they shall inure to the benefit of Landlord and Tenant as their respective interests may appear. Such warranties and guarantees shall be written so that they may be directly enforced by either, and Tenant shall give to Landlord any assignments or other assurances necessary to effectuate the same.

E. **Temporary Facilities During Construction.**

1. Tenant shall continually provide temporary heat to the Premises from the date of Lease execution until permanent heat is fully operative. Non-electric devices may be used by Tenant for heating only after Tenant has received Landlord’s written approval for the use of said devices.

2. In any event, only UL approved devices will be permitted.

V. **Completion.**

The work required of Tenant hereunder will not be deemed to have been completed, and same accepted as such by Landlord, until Tenant’s Work has been completed, as certified by Tenant’s architect which certification shall be subject to Landlord’s verification, and Tenant shall have furnished to Landlord all of the following:

1. Tenant’s affidavit that Tenant’s Work has been completed to Tenant’s satisfaction and in strict accordance with the approved plans and Tenant’s construction requirements.

2. The affidavit of the general contractor performing Tenant’s Work that such work has been fully completed in accordance with the approved plans and that all subcontractors, laborers and materialmen engaged in or supplying materials for Tenant’s Work have been paid in full.

3. An executed and acknowledged Release of Mechanic’s Liens with respect to the Premises executed by Tenant’s general contractor and, if requested by Landlord, executed by every subcontractor and supplier of labor or materials engaged in Tenant’s Work.

4. Properly issued certificates evidencing acceptance or approval of the Premises by appropriate governmental authorities, including the underwriter’s approval certificate for the electrical work done by Tenant.

5. Notice by Tenant to Landlord that Tenant has opened the Premises for business, and the date on which such opening occurred.

6. A set of “as-built” plans and specifications for the work done by Tenant, prepared and sealed by Tenant’s architect, which plans shall be required whether or not there has been any changes in such plans since the same were approved by Landlord.

7. Any statement, certificate or agreement requested pursuant to the Lease Agreement.

8. If within thirty (30) days after opening, Tenant has failed to deliver any documents required by this Section, said failure to deliver shall be deemed to be a default of the Lease.
EXHIBIT "C"

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) CHARGE

Tenant shall pay to Landlord, as Additional Rent, Tenant's proportionate share of all costs of operation and maintenance of the HVAC system (common HVAC costs) which services the Premises. Tenant's proportionate share of the common HVAC costs shall be computed by multiplying such costs incurred within Landlord's fiscal year by a fraction, the numerator of which shall be the number of square feet of the Premises and the denominator of which shall be the total number of square feet of gross leasable retail area contained within all premises utilizing the HVAC system as of the beginning of Landlord's fiscal year for which such costs are being measured. As and for Tenant's proportionate share, Tenant shall pay to Landlord the minimum annual charge of Two Thousand Six Hundred Eighty-Eight ($2,688.00) Dollars payable as Additional Rent in equal monthly installments at the same time as Fixed Minimum Rent is payable hereunder, without demand and without any deduction of setoff whatsoever. In the event Tenant's proportionate share of common HVAC costs exceeds Two Thousand Six Hundred Eighty-Eight ($2,688.00) Dollars, Landlord will deliver to Tenant at the end of Landlord's fiscal year, a statement showing in reasonable detail Tenant's proportionate share of the common HVAC costs. Within twenty (20) days after delivery of such statement, Tenant shall pay any excess amount shown.

Landlord will calculate an estimated amount of common HVAC costs for the next fiscal year (based upon the prior year's actual costs and any reasonable escalations), and Tenant shall pay as Additional Rent, in twelve (12) equal monthly installments, the estimated amount for the current year, subject to the above-described annual adjustment. The statement submitted by Landlord shall be sufficient evidence of the actual common HVAC costs. The common HVAC costs shall include all expenditures incurred by or on behalf of Landlord in installing, operating and maintaining the HVAC system and the improvements thereon including without limitation the cost of: (1) all utility services including fuel at retail tariff; (2) repair; (3) reserve account on the basis of seven years for replacement of machinery, equipment and other assets used in the operation of the HVAC system; (4) routine maintenance and the cost of a service contract to maintain said equipment; (5) the cost of all personnel required to supervise, implement and accomplish all of the foregoing; plus an amount equal to fifteen (15%) percent of the total amount to defray overhead and administrative expenses relating to the common HVAC costs.

In case of the last year of the Lease term, the actual prorated amount of common HVAC cost will be billed to the Tenant at any time, regardless of whether the Lease term has been terminated.
EXHIBIT "E"

ENVIRONMENTAL CONDITIONS

(1) Tenant shall not use, generate, store, treat, dispose of, or otherwise introduce into, on or about the Premises or building any Hazardous Substances (as hereinafter defined), nor shall Tenant cause or permit any other person or tenant for the Premises or building any Hazardous Substance, pollutant, contaminant or solid waste as defined in the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. § 9601 et seq., and any other applicable federal, state or local laws or ordinances, and in the rules and regulations thereunder, as may be amended, supplemented or superseded from time to time, including without limitation, any polychlorinated biphenyls (PCB's), urea formaldehyde, or asbestos, or any other substance which may at any time be a violation or support a claim or cause of action under a common law or any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, whether currently or as a result of future legislation. However, the foregoing restrictions shall not apply to the storage and use of common office and cleaning supplies necessary for routine office operations, which are properly stored in reasonable quantities provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for the permitted use of the Premises, strictly in accordance with applicable law and the manufacturers' instructions therefor, (b) such substances shall not be disposed of, released or discharged in the building and shall be transported to and from the Premises in compliance with all applicable laws, and as Landlord shall reasonably require, (c) if any applicable law or Landlord's or Tenant's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's sole expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Landlord), and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the Premises, and (d) any remaining such substances shall be completely, properly and lawfully removed from the building upon expiration or earlier termination of this Lease.

(2) Tenant shall promptly notify Landlord of: (a) any enforcement, clean-up or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Premises, (b) any demands or claims made or threatened by any party against Tenant or the Premises relating to any loss or injury resulting from any Hazardous Material, (c) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Premises, and (d) any matters where Tenant is required by law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Premises. Landlord shall have the right (but not the obligation) to join and participate as a party in any legal proceedings or actions affecting the premises and/or the building initiated in connection with any environmental, health or safety law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list identifying any Hazardous Material then used, stored, or maintained upon the Premises, the use and approximate quantity of each such material, a copy of any material safety data sheet ("MSDS") issued by the manufacturer therefor, written information concerning the removal, transportation and disposal of the same, and such other information as Landlord may reasonably require or as may be required by law.

(3) If any Hazardous Material is released, discharged or disposed of by Tenant or any other occupant of the Premises, or their employees, agents or contractors, or on or about the building in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with all applicable laws, clean-up and remove the Hazardous Material from the building and any other affected property and clean or replace any affected personal property (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. In addition, after such Hazardous Material release by Tenant, Tenant shall, at its sole cost and expense, and within five (5) days after the expiration or sooner termination of this Lease, provide Landlord with a Phase I Environmental Assessment of the Premises, together with such additional reports and testing (including a Phase II Environmental Assessment, if necessary) as Landlord may require. If Tenant shall fail to comply with the provisions of this paragraph within five (5) days after written notice by Landlord, or such shorter time as may be required by law or in order to minimize any hazard to persons or property, Landlord may (but shall not be obligated to) arrange for such compliance directly or as Tenant's agent through contractors or other parties selected by Landlord, at Tenant's expense (without limiting Landlord's other remedies under this Lease or applicable law).

(4) Tenant agrees to indemnify and hold Landlord harmless from and against any and all losses, damages, claims of third parties, cost of correction, test studies, expenses (including attorney's fees and costs of suit or administrative proceedings) or fines arising out of or in connection with Tenant's failure to comply with the terms of this Exhibit "E". The provisions of this Exhibit "E" regarding environmental matters shall survive the expiration or termination of this Lease.
GUARANTY

WHEREAS, S.W. Bajus, Ltd. ("Landlord"), and Organic Farmacy Management LLC ("Tenant"), have entered into a certain Lease dated the ______ day of ______________, 2017 for the Premises known as 874 West Lancaster Avenue, Bryn Mawr, Pennsylvania 19010 (the "Lease").

WHEREAS, Ashley Cohen (the "Guarantor"), hereby acknowledges that Guarantor has received a true and correct copy of the Lease, has had an opportunity to read it and irrevocably guarantees to Landlord the following obligations (hereinafter the "Obligations"):

a) The due and punctual payment in full (and not merely the collectability) of all rent, additional rent, and all other amounts due and payable by Tenant under the Lease; and

b) The full and faithful performance and observance of all terms, covenants, and conditions contained in the Lease to be performed or observed by Tenant.

NOW, THEREFORE, intending to be legally bound hereby, Guarantor hereby guarantees to Landlord and agrees to act as surety for the full and timely payment of the Obligations now due and as they respectively hereafter fall due under the Lease. Guarantor further agrees as follows:

1. This Guaranty shall be effective against Guarantor notwithstanding anything contained in the Lease containing limitations on the liability of the officers, shareholders or other principals of Tenant. Guarantor represents and warrants that the Guaranty has been duly authorized by all necessary corporate action on Guarantor’s part, has been duly executed and delivered by an authorized officer, if required, and constitutes Guarantor’s valid and legally binding agreement in accordance with its terms.

2. Landlord shall not be required to make any demand on Tenant, apply any security deposit being held by Landlord on behalf of Tenant or any other credit in favor of Tenant, or otherwise pursue or exhaust its remedies against Tenant before, simultaneously with, or after enforcing its rights and remedies hereunder against Guarantor.

3. This Guaranty is unconditional, irrevocable and absolute and shall be continuing until terminated in writing by both Landlord and Guarantor and shall not be exhausted by any one or more uses thereof.

4. Guarantor expressly agrees that Landlord may, in its sole and absolute discretion, without notice to or further consent of Guarantor and without in any way releasing, affecting, or impairing the obligations and liabilities of Guarantor hereunder:

   a) Waive compliance with any terms of the Lease;

   b) Modify, amend or change any provisions of the Lease by Agreement between Tenant and Landlord;

   c) Grant extensions or renewals of the Lease and/or effect any release, compromise or settlement in connection therewith;

   d) Assign or otherwise transfer all or part of its interest in the Lease, Premises or this Guaranty; and

   e) Consent to an assignment, subletting, conveyance or other transfer of all or any part of the interest of Tenant in the Lease.

5. Guarantor does not require and hereby waives all notices of Tenant’s non-payment, non-performance or non-observance of the covenants, terms and conditions of the Lease. This Guaranty is a guaranty of payment and not of collection, and shall remain in full force and effect until payment in full to Landlord of all sums payable under the Lease. Guarantor waives any right to require that Landlord bring any legal action against Tenant as a condition of enforcing its rights and remedies hereunder against Guarantor.

6. Guarantor hereby authorizes and empowers any attorney or attorneys or the Prothonotary or Clerk of any court in the Commonwealth of Pennsylvania, or elsewhere, to appear for Guarantor, after any and each failure to pay pursuant to this Guaranty, in any such Court in an appropriate action there or elsewhere brought or to be brought against Guarantor at the suit of Landlord on this Guaranty with or without declaration filed, as of any term or time there or elsewhere to be held, and therein confess or enter judgment against Guarantor for all sums due by Guarantor to Landlord pursuant to this Guaranty, with costs of suit; and for so doing this Guaranty or a copy hereof verified by affidavit shall be sufficient warrant. In granting this warrant to confess judgment, Guarantor hereby acknowledges and affirms that: (i) Guarantor is not in active military service, (ii) this agreement is for the lease of commercial real estate and not in connection with a consumer credit transaction, and (iii) Guarantor’s annual income is in excess of $10,000.00.

7. If Guarantor shall consist of more than one individual or entity, liability under this Guaranty shall be joint and several.

8. This Guaranty shall inure to the benefit of the successors and assigns of Landlord and shall bind the respective heirs, executors, administrators, successors and assigns of Guarantor.

9. If any term or provision of this Guaranty shall be invalid or unenforceable, the same shall not affect the validity or enforceability of the remaining terms and provisions hereof.

Guarantor’s Initials ________
10. Neither Guarantor’s obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released, limited or affected in any way by any impairment, modification, release or limitation of the liability of Tenant or its estate resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same.

11. Guarantor waives the benefit of any statute of limitations affecting Guarantor’s liability under the Guaranty.

12. Guarantor hereby waives trial by jury in any action brought on or with respect to this Guaranty.

13. This Guaranty shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania. Guarantor hereby consents to the jurisdiction of any competent court within this state to be the trier of fact and law with regard to this Guaranty.

14. Guarantor agrees to pay all costs and expenses incurred by Landlord in enforcing the Lease and this Guaranty, including, without limitation, all legal fees and disbursements.

15. Until all of Tenant’s obligations under the Lease are fully performed, Guarantor subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under its Lease.

16. If Tenant holds over beyond the term of the Lease, Guarantor’s obligations hereunder shall extend and apply with respect to the full and faithful performance and observance of all the covenants, terms and conditions of the Lease and of such modification thereof.

17. Guarantor will deliver to Landlord or its designee, within seven (7) days after a written request therefor from Landlord, an estoppel letter from Guarantor, confirming that the Guaranty remains in full force and effect, in accordance with its terms, and ratifying Guarantor’s obligations thereunder.

Ashley Colen, Individual
200 Greenhouse Lane
Chestertown, Maryland 21620

Telephone Number: ___________________________
March 17, 2017

VIA E-MAIL

Ms. Ashley Coen
DOH REDACTED

Re: Medical Marijuana

Dear Ashley:

Per our discussions, listed below are the basic lease terms that would be incorporated into our lease form upon mutual agreement:

1. Landlord: S.W. Bajus, Ltd.
2. Tenant: Medical Marijuana
3. Premises: 874 West Lancaster Avenue
             Bryn Mawr, Pennsylvania 19010
             2,688 square feet of retail space plus basement
4. Initial Term: Five (5) Years
5. Option: One Five (5) Year
6. Charges:
           $18.00 per square foot fixed minimum rent
           $1.80 CAM
           $1.00 HVAC
           $2.85 Real Estate Taxes
           Plus utilities and trash.
7. Increases: Three (3%) Percent annually, no CPI.
8. Lease Commencement: The earlier of sixty (60) days after Tenant has received possession (substantial completion of Landlord’s work) of the Premises or Tenant opening to the public for business.
This letter expresses interest at this point in time and is not binding in any way until a mutually satisfactory lease is prepared and properly executed by both parties.

Thank you for your interest and please call with any questions you may have.

Sincerely,

[Signature]

Joseph J. Mulligan
Vice President, Leasing

JJM/rd

If you would like to have us prepare a Lease for your review, please sign in the space provided below and supply us with a current financial statement and a list of the officers of the entity that will be executing the Lease.

[Authorized Signature]
Name:
Title:
Attachment G: Affidavit of Criminal Offense

Instructions:
- Each principal or operator of the applicant must complete the Affidavit of Criminal Offense.
- Execute the affidavit as instructed and save as a PDF file called “Attachment G,” using the appropriate file name format. A cover sheet is not needed.
Affidavit of Criminal Offense

State of MARYLAND  
County of KENT  

The undersigned, Ashley Colen, hereby certifies the following by checking the boxes below:

Principal(s):

☑ No principal(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.

☐ One or more principals listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.

If one or more principal(s) listed in this permit application has been convicted of a criminal offense graded higher than a summary offense, please provide below the name(s) of the principal(s) and the offense(s) of which one or more principal(s) was convicted.

Name(s): ____________________________
Offense(s): __________________________

Operator(s):

☑ No operator(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.

☐ One or more operator(s) listed in this permit application has been convicted of a criminal offense graded higher than a summary offense.

If one or more operator(s) listed in this permit application has been convicted of a criminal offense graded higher than a summary offense, please provide below the name(s) of the operator(s) and the offense(s) of which one or more operator(s) was convicted.

Name(s): ____________________________
Offense(s): __________________________

Financial Backer(s):

☑ No financial backer(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.
☐ One or more financial backer(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.

If one or more financial backer(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense, please provide below the name(s) of the financial backer(s) and the offense(s) of which one or more financial backer(s) was convicted.

Name(s): 
Offense(s): 

[Signature]
Signature of Affiant and Title

3.17.17
Date

Sworn to and subscribed before me this 17th day of March, 2017.

[Signature]
Notary Public

[Signature]

MY COMMISSION EXPIRES: 7.21.18

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Attachment I: Affidavit of Capital Sufficiency

Instructions:

- The applicant must submit an affidavit stating that the applicant meets the capital requirements set forth in §1141.30 (relating to capital requirements)
- Note that there are two different versions below:
  - Attachment I-1 is the affidavit for a grower/process applicant
  - Attachment I-2 is the affidavit for a dispensary applicant
- Execute the appropriate affidavit and save as a PDF file called “Attachment I,” using the appropriate file name format. A cover sheet is not needed
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

AFFIDAVIT OF CAPITAL SUFFICIENCY

State of Pennsylvania
County of Delaware

Kevin J Silverang

595 E. Lancaster Ave, Suite 203
St. Davids, PA 19087 Delaware

For the following applicant:
Organic Farmacy Management, LLC

208 High Street Suite 200
Chesterstown, Maryland 21620 Kent

hereby certify that the Applicant named has at least $150,000 on deposit with one or more financial institutions:
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Please see attached PFS

I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omissions in this affidavit. I am further aware that any false or misleading statement or omitted information is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

Signature of Affiant and Title

Sworn to and subscribed before me this 16 day of March, 2017

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
DEBORAH HOWARD, Notary Public
Radnor Township, Delaware County
My Commission Expires February 4, 2019

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature
KEVIN J. SILVERANG and CLAUDIA A. SILVERANG

NET WORTH ANALYSIS
AS OF JANUARY 1, 2017

I. CASH/CASH EQUIVALENTS

DOH REDACTED

II. 401(k), IRA AND MARKETABLE SECURITIES ACCOUNTS

DOH REDACTED

III. PENSION FUND ASSETS OTHER THAN CASH
(These assets are valued at market less debt divided by ownership percentage)

DOH REDACTED
IV. RESIDENTIAL REAL ESTATE
(These assets are valued at market less debt)

V. COMMERCIAL REAL ESTATE/
OPPORTUNITY FUNDS INVESTMENTS
(All assets valued at market less debt divided by ownership percentage unless otherwise indicated in Addendum)
VI. NON REAL ESTATE FUNDS/SBIC's
(These assets are valued at the higher of cost or market)

DOH REDACTED

VIII. NOTES RECEIVABLE

DOH REDACTED

X. LIFE INSURANCE

DOH REDACTED

XI. PERSONAL PROPERTY

DOH REDACTED

*Jointly Held

The undersigned hereby certifies that the information provided above are true and correct in all material respects.

By: Kevin J. Silverang

By: Claudia A. Silverang
Contingent Liabilities

DOH REDACTED
Attachment K: Release Authorization

Instructions:
- Execute the following release authorization
- Scan the completed and executed release authorization below save it as a PDF file called "Attachment K," using the appropriate file name format. No cover sheet is needed
RELEASE AUTHORIZATION

TO: ____________________________________________________________

(Do not write above this line – For Department of Health Only)

FROM: Organic Farmacy Management

Applicant's Name

I, Ashley Colen, by and on behalf of the undersigned applicant, have filed a
permit application with the Pennsylvania Department of Health ("Department"). I certify that I am authorized by the
applicant to submit this Release Authorization on its behalf and to bind the applicant to all provisions within this
Release Authorization. I understand that the applicant is seeking the granting of a privilege and acknowledge that the
burden of proving the applicant’s qualifications and suitability for a favorable determination is at all times the burden
of the applicant.

I understand that a background investigation may be conducted by the Department pursuant to its statutory duty to
investigate the character, honesty, integrity and suitability of myself and any entity with which I am associated. I
further understand and agree that I am voluntarily executing this Release Authorization to expressly authorize and
permit the Department to obtain any and all information it deems necessary, and accept any risk of adverse public
notice, embarrassment, criticism, or other action or financial loss which may result from action with respect to this
permit application.

The rights and powers herein are granted to facilitate the background investigation being conducted by the
Department at my request and on behalf of the applicant and is not otherwise intended to create or establish a legal
or fiduciary relationship between the Department, its agents and employees, and me. I hereby acknowledge that no
such relationship exists.

1. I hereby authorize and request every person, firm, company, corporation, board, association or institution of
any kind, and every Federal, state or local government entity, including but not limited to every court, law
enforcement agency, criminal justice agency or probation department, without exception, both foreign and
domestic, to whom this Release Authorization is presented having any knowledge, information, documents,
forms, photographs, computer files, accounts, ledgers or other items about, relating to or concerning the
applicant and to fully discuss with and answer any inquiry made by any duly authorized investigator of the
Pennsylvania Department of Health.

2. If this Release Authorization is presented to any brokerage firm, bank, savings and loan, or other financial
institution or officer of same, I hereby authorize and request any and all documents, records or
correspondence pertaining to the applicant, including but not limited to past loan information, notes, checking
account records, savings deposit records, safe deposit box records, passbook records and general ledger
folio sheets.

3. I hereby authorize an agent of the Department to obtain and review copies of any and all documents, records
or correspondence pertaining to myself and the applicant, and I hereby authorize any Federal, state or
municipal agency or body, law enforcement agency or criminal justice agency or department, tax agency or
authority, regulatory agency, authority or body, to make full and complete disclosure of any and all
information and documents including, but not limited to, documents and information otherwise privileged or
not subject to public disclosure, as well as other information on file or available concerning the applicant.

4. This Release Authorization extends to the review and copy of any information protected by law or contact
from disclosure, privilege or obligation.

5. I do for the applicant, as well as for myself, my heirs, executors, administrators, successors and assigns,
hereby release, remise, exonerate and forever discharge the Department, its members, agents and
employees, the Commonwealth of Pennsylvania and its instrumentalities, and any agents and employees
thereof, from any and all liabilities including but not limited to all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, which exist now or in the future against those entities and persons other than relating to a willfully unlawful disclosure or publication of material or information acquired during my investigation.

6. I do for the applicant, as well as for myself, my heirs, administrators, successors and assigns, hereby release, remise, exonerate and forever discharge every person, firm, company, corporation, board, association or institution of any kind, and every Federal, state or local government entity, including but not limited to every court, law enforcement agency, criminal justice agency or probation department, without exception, both foreign and domestic, to whom this request is presented, and any agents or employees thereof, from any and all liabilities, including but not limited to all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, which exist now or in the future against those entities and persons to whom this request is presented, and any agents or employees thereof, arising out of or by reason of the furnishing or inspection of documents, records or other information released in compliance with a request made pursuant to, or as a result of, having been presented with, this Release Authorization.

7. The applicant agrees to indemnify and hold harmless the Department, its officials and employees and every person, firm, company, corporation, board, association or institution of any kind, and every Federal, state or local government agency, to whom this request is presented and form and against all claims, damages, losses, and expenses including reasonable attorneys’ fees arising out of or by reason of, the acts permitted and provided for in the Release Authorization.

8. I agree that a reproduction of this request by photocopy, facsimile or other similar process shall be for all intents and purposes as valid as the original.

IN WITNESS WHEREOF, I have executed this Release on this 17th day of MARCH, 2017.

[Signature]
Authorized Signatory

STATE OF Maryland )
COUNTY OF Queen Anne’s ) ss:

On this 17th day of March 2017, before me, a Notary Public, personally appeared Ashley Cole (known to me or satisfactorily proven) to be the person whose name is subscribed in this Release, and acknowledged that he/she executed the same for the purposes herein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

MY COMMISSION EXPIRES: 7.21.18
Hippocratic Growth LLC currently has on staff individuals ranging the spectrum of ethnic backgrounds. Once Hippocratic Growth LLC is approved for a Dispensary License there are plans to hire new employees to staff the retail location. With its location the employee pool will consist most likely of Montgomery County. This County is unique in its ethnic makeup in relation to the employee pool of applicants.

Below we have analyzed data from Montgomery County, collected from Table 2A, Occupations of the experienced civilian labor force by sex and minority for the EEO-1 job categories found on PA.Gov’s website.
## Total in Workforce, Montgomery

- **Male**: 42%
- **Female**: 72%
- **Total**: 100%

### Detailed Occupation by Sex and Race/Ethnicity: 2006-2010 American Community Survey EEO Tabulation

#### Montgomery

<table>
<thead>
<tr>
<th>Occupation Title</th>
<th>Total</th>
<th>Male</th>
<th>Female</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Asian</th>
<th>Other</th>
<th>Two or more races</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management, business and financial workers</td>
<td>70,370</td>
<td>41,665</td>
<td>28,665</td>
<td>60,280</td>
<td>4,495</td>
<td>1,735</td>
<td>3,185</td>
<td>4.5%</td>
<td>10</td>
</tr>
<tr>
<td>Science, engineering and computer professionals</td>
<td>28,535</td>
<td>20,905</td>
<td>7,630</td>
<td>21,170</td>
<td>1,440</td>
<td>705</td>
<td>4,940</td>
<td>17.3%</td>
<td>15</td>
</tr>
<tr>
<td>Healthcare practitioner professionals</td>
<td>23,185</td>
<td>6,945</td>
<td>16,240</td>
<td>18,775</td>
<td>1,360</td>
<td>535</td>
<td>2,350</td>
<td>10.1%</td>
<td>0</td>
</tr>
<tr>
<td>Technicians</td>
<td>13,060</td>
<td>6,355</td>
<td>6,705</td>
<td>10,265</td>
<td>1,030</td>
<td>275</td>
<td>1,375</td>
<td>10.5%</td>
<td>0</td>
</tr>
<tr>
<td>Sales workers</td>
<td>50,855</td>
<td>28,245</td>
<td>22,610</td>
<td>42,680</td>
<td>3,575</td>
<td>1,130</td>
<td>3,035</td>
<td>6.0%</td>
<td>35</td>
</tr>
<tr>
<td>Administrative support workers</td>
<td>66,315</td>
<td>16,525</td>
<td>49,790</td>
<td>56,080</td>
<td>6,070</td>
<td>1,510</td>
<td>1,935</td>
<td>2.9%</td>
<td>0</td>
</tr>
<tr>
<td>Production operative workers</td>
<td>14,630</td>
<td>10,020</td>
<td>4,610</td>
<td>10,055</td>
<td>1,375</td>
<td>1,085</td>
<td>1,875</td>
<td>12.8%</td>
<td>20</td>
</tr>
<tr>
<td>Transportation and material moving operative workers</td>
<td>13,125</td>
<td>10,625</td>
<td>2,500</td>
<td>9,855</td>
<td>1,890</td>
<td>585</td>
<td>610</td>
<td>4.6%</td>
<td>60</td>
</tr>
<tr>
<td>Laborers and helpers</td>
<td>10,050</td>
<td>8,485</td>
<td>1,565</td>
<td>7,670</td>
<td>830</td>
<td>1,335</td>
<td>130</td>
<td>1.3%</td>
<td>0</td>
</tr>
<tr>
<td>Protective service workers</td>
<td>5,280</td>
<td>4,105</td>
<td>1,175</td>
<td>4,175</td>
<td>755</td>
<td>50</td>
<td>65</td>
<td>1.2%</td>
<td>25</td>
</tr>
<tr>
<td>Service workers, except protective</td>
<td>42,235</td>
<td>15,055</td>
<td>36%</td>
<td>27,180</td>
<td>64.4%</td>
<td>30,735</td>
<td>72.8%</td>
<td>4,200</td>
<td>9.9%</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------</td>
<td>--------</td>
<td>-----</td>
<td>--------</td>
<td>-------</td>
<td>--------</td>
<td>-------</td>
<td>--------</td>
<td>------</td>
</tr>
<tr>
<td>Unemployed, no work experience in the last 5 years or most recent job was in a military-specific occupation</td>
<td>2,430</td>
<td>1,290</td>
<td>53%</td>
<td>1,140</td>
<td>46.9%</td>
<td>1,685</td>
<td>69.3%</td>
<td>300</td>
<td>12.3%</td>
</tr>
<tr>
<td>Total</td>
<td>340,070</td>
<td>170,360</td>
<td>50%</td>
<td>169,710</td>
<td>50%</td>
<td>273,455</td>
<td>80%</td>
<td>27,320</td>
<td>8%</td>
</tr>
<tr>
<td>Percentage of work force</td>
<td>100%</td>
<td>50%</td>
<td>50%</td>
<td>80%</td>
<td>80%</td>
<td>8%</td>
<td>4%</td>
<td>7%</td>
<td>0%</td>
</tr>
</tbody>
</table>

### Male to Female Analysis

<table>
<thead>
<tr>
<th>Category</th>
<th>Difference M:F</th>
<th>Current % Diff of female under employed to men</th>
<th>Additional females to make equal to men</th>
<th>Total females to equal</th>
<th>Male rounded</th>
<th>Female hires to make equal to Male entries force</th>
<th>Corrective Ratio</th>
<th>Corrected male hires</th>
<th>total jobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management, business and financial workers</td>
<td>13,240</td>
<td>32%</td>
<td>9,047</td>
<td>37,565</td>
<td>4200</td>
<td>900</td>
<td>14:3</td>
<td>32,805</td>
<td>70,370</td>
</tr>
<tr>
<td>Science, engineering and computer professionals</td>
<td>13,275</td>
<td>64%</td>
<td>4,845</td>
<td>12,630</td>
<td>2100</td>
<td>500</td>
<td>21:5</td>
<td>15,905</td>
<td>28,535</td>
</tr>
<tr>
<td>Healthcare practitioner professionals</td>
<td>-9,295</td>
<td>-13%</td>
<td>-21,735</td>
<td>-5,760</td>
<td>700</td>
<td>-22,000</td>
<td></td>
<td>22,000</td>
<td>23,185</td>
</tr>
<tr>
<td>Technicians</td>
<td>-350</td>
<td>-6%</td>
<td>-369</td>
<td>6,705</td>
<td>600</td>
<td>6</td>
<td>1:0</td>
<td>6,355</td>
<td>13,060</td>
</tr>
<tr>
<td>Sales workers</td>
<td>5,635</td>
<td>20%</td>
<td>4,511</td>
<td>27,610</td>
<td>2800</td>
<td>500</td>
<td>28:5</td>
<td>23,245</td>
<td>50,855</td>
</tr>
<tr>
<td>Administrative support workers</td>
<td>-33,265</td>
<td>-20%</td>
<td>-100,228</td>
<td>-50,210</td>
<td>1700</td>
<td>-10000</td>
<td></td>
<td>116,525</td>
<td>66,315</td>
</tr>
<tr>
<td>Production operatives workers</td>
<td>5,410</td>
<td>54%</td>
<td>2,489</td>
<td>6,610</td>
<td>1000</td>
<td>2000</td>
<td>5:1</td>
<td>8,020</td>
<td>14,630</td>
</tr>
<tr>
<td>Transportation and material moving operatives workers</td>
<td>8,125</td>
<td>76%</td>
<td>1,912</td>
<td>4,500</td>
<td>1100</td>
<td>2000</td>
<td>11:2</td>
<td>8,625</td>
<td>13,125</td>
</tr>
<tr>
<td>Laborers and helpers</td>
<td>6,920</td>
<td>82%</td>
<td>1,276</td>
<td>2,565</td>
<td>800</td>
<td>1000</td>
<td>8:1</td>
<td>7,485</td>
<td>10,050</td>
</tr>
<tr>
<td>Protective service workers</td>
<td>2,930</td>
<td>71%</td>
<td>839</td>
<td>2,175</td>
<td>400</td>
<td>1000</td>
<td>4:1</td>
<td>3,105</td>
<td>5,280</td>
</tr>
<tr>
<td>Service workers, except protective</td>
<td>-12,125</td>
<td>-81%</td>
<td>-21,890</td>
<td>5,180</td>
<td>15000</td>
<td>-22000</td>
<td></td>
<td>37,055</td>
<td>42,235</td>
</tr>
</tbody>
</table>
| Unemployed, no work experience in the last 5 years or most recent job was in a military-specific occupation | 150            | 12%                                           | 133                                    | 1,140                  | 1000         | 0                                              | 1:0               | 1,290                | 2,430      

### Male to Female Diversified Hire Model

<table>
<thead>
<tr>
<th>Category</th>
<th>Diversity Male</th>
<th>Diversity Female</th>
<th>Diversit y Ratio</th>
<th>Male workers</th>
<th>Female hires Needed</th>
<th>Actual Females Employed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management, business and financial workers</td>
<td>33000</td>
<td>38000</td>
<td>33:38</td>
<td>1</td>
<td>1.4013</td>
<td>88889</td>
</tr>
<tr>
<td>Science, engineering and computer professionals</td>
<td>16000</td>
<td>13000</td>
<td>16:13</td>
<td>3</td>
<td>2.0270</td>
<td>83333</td>
</tr>
<tr>
<td>Healthcare practitioner professionals</td>
<td>29000</td>
<td>-6000</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Technicians</td>
<td>6000</td>
<td>7000</td>
<td>6:7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Category</td>
<td>Difference AA-workforce</td>
<td>Current % of AA under employed</td>
<td>Addition of AA to make equal</td>
<td>Total AA to equal</td>
<td>Total rounded</td>
<td>Corrective factor</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>-------------------------</td>
<td>--------------------------------</td>
<td>------------------------------</td>
<td>-------------------</td>
<td>--------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Management, business and financial workers</td>
<td>65,875</td>
<td>94%</td>
<td>4,208</td>
<td>8,495</td>
<td>7000</td>
<td>4000</td>
</tr>
<tr>
<td>Science, engineering and computer professionals</td>
<td>27,095</td>
<td>95%</td>
<td>1,367</td>
<td>2,440</td>
<td>2900</td>
<td>1000</td>
</tr>
<tr>
<td>Healthcare practitioner professionals</td>
<td>21,825</td>
<td>94%</td>
<td>1,280</td>
<td>2,360</td>
<td>2300</td>
<td>1000</td>
</tr>
<tr>
<td>Technicians</td>
<td>12,030</td>
<td>92%</td>
<td>949</td>
<td>2,030</td>
<td>1300</td>
<td>1000</td>
</tr>
<tr>
<td>Sales workers</td>
<td>47,280</td>
<td>93%</td>
<td>3,324</td>
<td>6,575</td>
<td>5100</td>
<td>3000</td>
</tr>
<tr>
<td>Administrative support workers</td>
<td>60,245</td>
<td>91%</td>
<td>5,514</td>
<td>12,070</td>
<td>6600</td>
<td>6000</td>
</tr>
<tr>
<td>Production operative workers</td>
<td>13,255</td>
<td>91%</td>
<td>1,246</td>
<td>2,375</td>
<td>1500</td>
<td>1000</td>
</tr>
<tr>
<td>Transportation and material moving operative workers</td>
<td>11,235</td>
<td>86%</td>
<td>1,618</td>
<td>3,890</td>
<td>1300</td>
<td>2000</td>
</tr>
<tr>
<td>Laborers and helpers</td>
<td>9,220</td>
<td>92%</td>
<td>761</td>
<td>1,830</td>
<td>1000</td>
<td>1000</td>
</tr>
<tr>
<td>Protective service workers</td>
<td>4,525</td>
<td>86%</td>
<td>647</td>
<td>1,755</td>
<td>5000</td>
<td>1000</td>
</tr>
<tr>
<td>Service workers, except protective</td>
<td>38,035</td>
<td>90%</td>
<td>3,782</td>
<td>8,200</td>
<td>42000</td>
<td>4000</td>
</tr>
<tr>
<td>Unemployed, no work experience in the last 5 years or most recent job was in a military-specific occupation</td>
<td>2,130</td>
<td>88%</td>
<td>263</td>
<td>300</td>
<td>2000</td>
<td>0</td>
</tr>
</tbody>
</table>
### African American Diversified Hire Model

<table>
<thead>
<tr>
<th>Role</th>
<th>Diversity Non-AA Hire</th>
<th>Diversity AA Hire</th>
<th>Diversity Ratio</th>
<th>Non-AA workers</th>
<th>AA Hires</th>
<th>Actual AA's Employed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management, business and financial workers</td>
<td>62000</td>
<td>8000</td>
<td>31:4</td>
<td>5</td>
<td>6.4722</td>
<td>1</td>
</tr>
<tr>
<td>Science, engineering and computer professionals</td>
<td>26000</td>
<td>2000</td>
<td>13:1</td>
<td>3</td>
<td>1.6270</td>
<td>1</td>
</tr>
<tr>
<td>Healthcare practitioner professionals</td>
<td>21000</td>
<td>2000</td>
<td>21:2</td>
<td>1</td>
<td>0.8763</td>
<td>0</td>
</tr>
<tr>
<td>Technicians</td>
<td>11000</td>
<td>2000</td>
<td>11:2</td>
<td>0</td>
<td>0.3763</td>
<td>0</td>
</tr>
<tr>
<td>Sales workers</td>
<td>44000</td>
<td>7000</td>
<td>44:7</td>
<td>0</td>
<td>0.2506</td>
<td>0</td>
</tr>
<tr>
<td>Administrative support workers</td>
<td>54000</td>
<td>12000</td>
<td>9:2</td>
<td>1</td>
<td>0.3763</td>
<td>0</td>
</tr>
<tr>
<td>Production operative workers</td>
<td>12000</td>
<td>2000</td>
<td>6:1</td>
<td>1</td>
<td>0.2506</td>
<td>0</td>
</tr>
<tr>
<td>Transportation and material moving operative workers</td>
<td>9000</td>
<td>4000</td>
<td>9:4</td>
<td>0</td>
<td>0.2506</td>
<td>0</td>
</tr>
<tr>
<td>Laborers and helpers</td>
<td>8000</td>
<td>2000</td>
<td>4:1</td>
<td>0</td>
<td>0.4100</td>
<td>0</td>
</tr>
<tr>
<td>Protective service workers</td>
<td>4000</td>
<td>2000</td>
<td>2:1</td>
<td>0</td>
<td>0.2506</td>
<td>0</td>
</tr>
<tr>
<td>Service workers, except protective</td>
<td>34000</td>
<td>8000</td>
<td>17:4</td>
<td>0</td>
<td>0.2506</td>
<td>0</td>
</tr>
<tr>
<td>Unemployed, no work experience in the last 5 years or most recent job was in a military-specific occupation</td>
<td>2000</td>
<td>0</td>
<td>1:0</td>
<td>0</td>
<td>0.2506</td>
<td>0</td>
</tr>
</tbody>
</table>

### Hispanic Workforce

<table>
<thead>
<tr>
<th>Role</th>
<th>Difference Non-Hispanic</th>
<th>Current % Difference of Hispanics to Non-Hispanics</th>
<th>Hispanic hire to make equal</th>
<th>Total Hispanics to equal</th>
<th>Hispanic hires to make equal to entire force</th>
<th>Hispanic hires to make equal to entire force rounded</th>
<th>Hispanic hires to make equal to entire force Corrective Ratio</th>
<th>Corrected non-Hispanic hires</th>
<th>total jobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management, business and financial workers</td>
<td>68,635</td>
<td>98%</td>
<td>1,692</td>
<td>3,735</td>
<td>70000</td>
<td>2000</td>
<td>35:1</td>
<td>66,635</td>
<td>70,370</td>
</tr>
<tr>
<td>Science, engineering and computer professionals</td>
<td>27,830</td>
<td>98%</td>
<td>688</td>
<td>1,705</td>
<td>29000</td>
<td>1000</td>
<td>29:1</td>
<td>26,830</td>
<td>28,535</td>
</tr>
<tr>
<td>Healthcare practitioner professionals</td>
<td>22,650</td>
<td>98%</td>
<td>523</td>
<td>1,535</td>
<td>23000</td>
<td>1000</td>
<td>23:1</td>
<td>21,650</td>
<td>23,185</td>
</tr>
<tr>
<td>Technicians</td>
<td>12,785</td>
<td>98%</td>
<td>269</td>
<td>275</td>
<td>13000</td>
<td>0</td>
<td>1:0</td>
<td>12,785</td>
<td>13,060</td>
</tr>
<tr>
<td>Sales workers</td>
<td>49,725</td>
<td>98%</td>
<td>1,105</td>
<td>2,130</td>
<td>51000</td>
<td>1000</td>
<td>51:1</td>
<td>48,725</td>
<td>50,855</td>
</tr>
<tr>
<td>Administrative support workers</td>
<td>64,805</td>
<td>98%</td>
<td>1,476</td>
<td>2,510</td>
<td>66000</td>
<td>1000</td>
<td>66:1</td>
<td>63,805</td>
<td>66,315</td>
</tr>
<tr>
<td>Production operative workers</td>
<td>13,545</td>
<td>93%</td>
<td>1,005</td>
<td>2,085</td>
<td>15000</td>
<td>1000</td>
<td>15:1</td>
<td>12,545</td>
<td>14,630</td>
</tr>
<tr>
<td>Transportation and material moving operative workers</td>
<td>12,540</td>
<td>96%</td>
<td>599</td>
<td>1,985</td>
<td>13000</td>
<td>1000</td>
<td>13:1</td>
<td>11,540</td>
<td>13,125</td>
</tr>
<tr>
<td>Laborers and helpers</td>
<td>8,715 87%</td>
<td>1,158</td>
<td>2,335</td>
<td>10000</td>
<td>1000</td>
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### Hispanic Diversified Hire Model

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### Asian to Workforce

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### Asian to Workforce

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### Other to Workforce

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Unemployed, no work experience in the last 5 years or most recent job was in a military-specific occupation: 2,430 (100.00%)

**Total Jobs:** 70,370

### Other Diversified Hire Model

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<td>Science, engineering and computer professionals</td>
<td>29,000</td>
<td>30</td>
<td>2900:3</td>
<td>3</td>
<td>362.50</td>
<td>625</td>
</tr>
<tr>
<td>Healthcare practitioner professionals</td>
<td>23,000</td>
<td>0</td>
<td>1.0</td>
<td>1</td>
<td>0.0416</td>
<td>66667</td>
</tr>
<tr>
<td>Technicians</td>
<td>13,000</td>
<td>0</td>
<td>1.0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sales workers</td>
<td>51,000</td>
<td>70</td>
<td>5100:7</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Administrative support workers</td>
<td>66,000</td>
<td>0</td>
<td>1.0</td>
<td>1</td>
<td>0.0416</td>
<td>66667</td>
</tr>
<tr>
<td>Production operative workers</td>
<td>15,000</td>
<td>40</td>
<td>375:1</td>
<td>1</td>
<td>15.625</td>
<td></td>
</tr>
<tr>
<td>Occupation</td>
<td>Difference Non-Two or more</td>
<td>Current % Difference of Two or More to Non-Two or More</td>
<td>Addition Two or More to Equal</td>
<td>Total Two or More to Equal</td>
<td>Total Non-Two or More</td>
<td>Two or More Hires to make equal to entire force</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>---------------------------</td>
<td>--------------------------------------------------------</td>
<td>-------------------------------</td>
<td>----------------------------</td>
<td>----------------------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>Management, business and financial workers</td>
<td>69,700</td>
<td>99.05%</td>
<td>664</td>
<td>1,330</td>
<td>7000</td>
<td>660</td>
</tr>
<tr>
<td>Science, engineering and computer professionals</td>
<td>28,275</td>
<td>99.09%</td>
<td>258</td>
<td>520</td>
<td>2900</td>
<td>260</td>
</tr>
<tr>
<td>Healthcare practitioner professionals</td>
<td>23,015</td>
<td>99.27%</td>
<td>169</td>
<td>340</td>
<td>2300</td>
<td>170</td>
</tr>
<tr>
<td>Technicians</td>
<td>12,965</td>
<td>99.27%</td>
<td>94</td>
<td>185</td>
<td>1300</td>
<td>90</td>
</tr>
<tr>
<td>Sales workers</td>
<td>50,460</td>
<td>99.22%</td>
<td>392</td>
<td>785</td>
<td>5100</td>
<td>390</td>
</tr>
<tr>
<td>Administrative support workers</td>
<td>65,595</td>
<td>98.91%</td>
<td>712</td>
<td>1,430</td>
<td>6600</td>
<td>710</td>
</tr>
<tr>
<td>Production operatives workers</td>
<td>14,401</td>
<td>98.43%</td>
<td>225</td>
<td>459</td>
<td>15000</td>
<td>230</td>
</tr>
<tr>
<td>Transportation and material moving operatives workers</td>
<td>12,995</td>
<td>99.01%</td>
<td>129</td>
<td>250</td>
<td>13000</td>
<td>130</td>
</tr>
<tr>
<td>Laborers and helpers</td>
<td>9,975</td>
<td>99.25%</td>
<td>74</td>
<td>145</td>
<td>10000</td>
<td>100</td>
</tr>
<tr>
<td>Protective service workers</td>
<td>5,165</td>
<td>97.82%</td>
<td>112</td>
<td>225</td>
<td>5000</td>
<td>110</td>
</tr>
<tr>
<td>Service workers, except protective</td>
<td>41,475</td>
<td>98.20%</td>
<td>746</td>
<td>1,510</td>
<td>42000</td>
<td>750</td>
</tr>
<tr>
<td>Unemployed, no work experience in the last 5 years or most recent job was in a military-specific occupation</td>
<td>2,345</td>
<td>96.50%</td>
<td>82</td>
<td>165</td>
<td>2000</td>
<td>80</td>
</tr>
</tbody>
</table>

Two or More Races Diversified Hire Model

<table>
<thead>
<tr>
<th>Diversity Non-Two or More Hire</th>
<th>Diversity Two or More Hire</th>
<th>Diversity Ratio</th>
<th>Non-Two or More workers</th>
<th>Two Or More Hires</th>
<th>Actual Two or More Races Employed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>120</td>
<td>25:1</td>
<td>2000</td>
<td>80</td>
<td>2,430</td>
</tr>
<tr>
<td>Category</td>
<td>Non-Caregory</td>
<td>Currently Employed</td>
<td>Needed</td>
<td>Difference</td>
<td>% Difference to Full Diversity</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>--------------</td>
<td>--------------------</td>
<td>--------</td>
<td>------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Male to Female Diversified Hire Model</td>
<td>4</td>
<td>9</td>
<td>4.428472222</td>
<td>-5</td>
<td>-146%</td>
</tr>
<tr>
<td>African American to Workforce Hire Model</td>
<td>11</td>
<td>2</td>
<td>9.602777778</td>
<td>9</td>
<td>94%</td>
</tr>
<tr>
<td>Hispanic Diversified Hire Model</td>
<td>12</td>
<td>1</td>
<td>2.214861111</td>
<td>11</td>
<td>50%</td>
</tr>
<tr>
<td>Asian Diversified Hire Model</td>
<td>12</td>
<td>1</td>
<td>1.307986111</td>
<td>11</td>
<td>84%</td>
</tr>
<tr>
<td>Other Diversified Hire Model</td>
<td>12</td>
<td>1</td>
<td>1.253219444</td>
<td>11</td>
<td>1%</td>
</tr>
<tr>
<td>Two or More Races Diversified Hire Model</td>
<td>13</td>
<td>0</td>
<td>387.2090278</td>
<td>13</td>
<td>3%</td>
</tr>
<tr>
<td>Male</td>
<td></td>
<td>13</td>
<td>387.2090278</td>
<td>0</td>
<td>3%</td>
</tr>
</tbody>
</table>
With The Data Analyzed and compared to our current work force it is clear to see we have a wide array of backgrounds with the majority of them being women and minorities. It is our hope that we can hire individuals to fill the vacant positions with statistically adverse ethnic backgrounds from Montgomery County for each position. Using modeling ratios we have determined Montgomery County shows a need for African Americans, Asians and Hispanics to be the first individuals with priority for our diverse company plan.
“REJECT EVERY ATTEMPT TO ALIENATE ANY PORTION OF OUR COUNTRY FROM THE REST OR ENFEEBLE THE SACRED TIES THAT MAKE US ONE.” - GEORGE WASHINGTON

THE CITIZENS OF THE COMMONWEALTH OF PENNSYLVANIA ARE A RICH, DIVERSE MOSAIC OF ETHNICITIES, CULTURES AND COMMUNITIES; EVERY CITIZEN, NO MATTER THEIR RACE, GENDER, OR CREED, SHOULD BE GIVEN THE OPPORTUNITY TO PURSUE LIFE, LIBERTY, AND HAPPINESS. SOCIAL AND ECONOMIC PROGRESS DOES NOT HAPPEN WITHOUT DELIBERATE HARD WORK AND HONEST SELF-INSPECTION. CHANGES IN OUR MENTALITIES WILL BE FOREVER NECESSARY FOR OUR COUNTRY AND OUR DEMOCRACY TO CONTINUE TO MOVE FORWARD. FOR HIPPOCRATIC GROWTH TO REACH ITS TRUE Pinnacle OF SUCCESS, A PROACTIVE AND CAREFUL INCLUSION OF EVERY PERSON, POLICY, PRACTICE, AND PROCEDURE MUST BE CONSIDERED AND WEIGHED IN ORDER TO ENSURE THAT ALL QUALIFIED APPLICANTS AND EMPLOYEES ARE RECEIVING AN EQUAL OPPORTUNITY FOR RECRUITMENT, SELECTION, ADVANCEMENT, AND EVERY OTHER TERM AND PRIVILEGE ASSOCIATED WITH EMPLOYMENT.
It is the policy of Hippocratic Growth to take aggressive, lawful action to enhance the diversity of our workforce and provide equal employment opportunity (EEO) to all employees and applicants for employment without regard to race, color, creed, religion, gender, sexual orientation, age, marital status, national origin, ancestry, non-job related disability, status as a qualified Protected Veteran, or any other basis protected by applicable federal, state or local law. The policy supports the company’s strategic plan to achieve excellence in providing the highest quality products to Pennsylvania Medical Marijuana Patients. In addition, Hippocratic Growth complies with the Pennsylvania Human Relations Act and all applicable state and local laws prohibiting discrimination in employment in each locality in which it maintains offices and/or facilities.

This policy applies to all terms and conditions of employment including, but not limited to recruitment, hiring, placement, assignment of duties, promotion, compensation, training, transfer, leaves of absence, position elimination and termination.

Hippocratic Growth is committed to promoting diversity initiatives that attract qualified candidates who are minority, female, veteran, or disabled. Furthermore, the company is committed to using job-related requirements to evaluate staff for promotion and applicants for employment.

The company is committed to basing its employment decisions on the principles of EEO and to ensuring that all personnel actions, including but not limited to recruitment, hiring, training, promotion, compensation, benefits, transfer, layoff, social, recreational, and community service programs are administered in accordance with the company’s commitments to non-discrimination and equal employment.

The management of Hippocratic Growth believes equal employment and diversity policies are a shared responsibility. The Director of HR will sit on the Diversity Committee, oversee the diversity program, and will coordinate and implement policies and programs, monitor the company’s efforts in these areas, analyze results, and handle or refer complaints to appropriate company contact points. Administrators, Department Managers and hiring supervisors will support the Director of HR in maintaining the importance of diversity as a critical component of operations. The broad-based, decentralized efforts of the community are key to meeting the company’s EEO commitment.
Through administration of these EEO and diversity policies, the company intends to pursue inclusion of all people in the diversity that strengthens Hippocratic Growth in its pursuit of excellence.

Any applicant or employee of Hippocratic Growth who believes that a violation of Hippocratic Growth’s stated policy of EEO has taken place or that s/he has received inequitable treatment because of discrimination should communicate their complaint, either in writing or in person, with the HR Department, 351 Keystone Blvd, Pottstown, PA 19464 or by contacting the HR office at [its listed phone number].

**DISSEMINATION OF DIVERSITY POLICY**

**DISSEMINATION OF POLICY**

Hippocratic Growth has established various channels of communication to ensure that all employees and the community are aware of the company’s positive posture toward EEO, the Affirmative Action Plan (AAP) and Diversity.

**INTERNAL DISSEMINATION**

The Strategic Diversity Plan is stated as part of Hippocratic Growth’s employee relations policy and is covered in our Employee Policies & Procedures.

Formal presentations are made to management, supervisors, and employees from time to time concerning affirmative action. The Diversity Plan is reviewed each year by the HR Director and updated accordingly. If hiring takes place, regular updates are given to local and corporate management on progress in addressing underutilized areas. In those units where employees are represented by a collective bargaining agent, the unions are formally made aware of this policy.

In management and supervisory training, the entire concept of diversity is covered.

When we hire, new employees are formally made aware of our policy on diversity and anti-harassment, sex discrimination guidelines, and the Equal Pay Act. This policy will be posted on a number of bulletin boards at the facility.

Key local management and support personnel undergo EEO and diversity training from time to time. Supervisors and Department Managers participate in the review of underutilized categories.

*When we feature employees in our employee publications, minorities, women and individuals with disabilities are included.*

Our diversity program will be monitored on a quarterly basis by our CCO and general counsel, Stephen Meehan.
As part of our policy of good communication, this facility has notified appropriate recruiting sources and the headquarters offices of the unions with whom we deal on the company’s policy concerning EEO and diversity. When hiring occurs, we request referral of qualified women, minorities and individuals with disabilities for all positions.

Dispensaries, contractors, vendors, and various community groups will be notified of our policies. The company communicates its commitment to EEO by recruitment advertising through regular media and through minority and women’s publications.

 Minority and non-minority men and women will be pictured in product and consumer advertising and in our annual report.

Written notification of EEO policy, as well as requests for certification regarding compliance with EEO laws, is sent to suppliers/vendors and subcontractors. We require that EEO clauses be incorporated as part of all purchase orders and contracts.

All “Help Wanted” advertisements carry the notice “Equal Opportunity Employer,” and this designation is included in recruiting brochures and literature.

**EXECUTIVE SUMMARY**

**PURPOSE**

This Strategic Diversity Plan describes Hippocratic Growth’s strong commitment to ensure diversity in the construction and operations of the facility and property through EEO and AAP. The diversity plan outlines specific policies and procedures aimed at ensuring equal opportunity, and diversity in employment, contracting, operations and in community relations activities. The Plan emphasizes our commitment to diversity as it relates to our employees, our vendors, our business partners and our community. In sum, we appreciate and respect diversity in all aspects of our business operations and we look forward to supporting and participating in the local community as we build a regional engine of economic growth.

**DIVERSITY COMMITTEE**

Hippocratic Growth will establish the Diversity Committee to oversee all diversity initiatives for the company and work to implement the EEO and AAP. Stephen Z. Meehan, the Company’s Chief Compliance Officer and general counsel, will chair the Diversity Committee, which will be comprised of members of senior management including the Head of Human Resources, Vendor Manager and Department Managers.
As the CCO and general counsel, Mr. Meehan has over 15 years of experience implementing diversity programs to promote business opportunities to certified MBE/WBE vendors and complying with state reporting requirements.

As the Head of HR and Medical Director, Dr. Gayle Skeete will act as the Internal Diversity Coordinator. Her commitment to affirmative action is evident by her dedication and actions focused on creating equal opportunities for all.

The Vendor Manager will act as the Vendor Diversity Coordinator, ensuring that minority and women-owned and small businesses are given an equal opportunity.

As the Head of PR, Haydee Escalante, will act as the Community Diversity Outreach & Events Coordinator, working with community organizations, non-profits, employment services, local colleges and trade schools to develop programs and events to actively work to incorporate diverse members of the community into our company.

The Committee will be responsible for advancing the diversity and inclusion strategy by setting strategic direction and managing all aspects of the strategy.

**OUR STRATEGY FOR SUCCESS**

Our strategy for success begins with our commitment to seeing our Diversity Plan achieved. Our overall strategy will enable Hippocratic Growth to further develop and implement the Strategic Diversity Plan to drive achievement of positive business results and meet the twin goals of ensuring equal opportunity and promoting diversity in a manner that reflects the diversity of the region. The four focus areas of the Plan are construction, procurement/vendor purchasing, employment, and community involvement. We will actively work to build and enhance relationships within the community to raise awareness and identify qualified MBE/WBE for construction, vendors, and suppliers, and to identify potential candidates from historically disadvantaged groups for employment. We will foster an inclusive work environment that results in personal, business, and community success; and provide training opportunities to give employees the skills and experience necessary to move into supervisory and management positions that offer higher pay and more responsibility. We will support our community and be a responsible corporate citizen. Encourage participation in community service initiatives across the entire organization including supporting organizations that serve and represent historically disadvantaged persons and groups.

**CONSTRUCTION**

**CONSTRUCTION MISSION**

Inclusion of minority businesses and other diverse groups on bids for major construction projects in the Philadelphia area is an important issue for the substantial local minority community and
for Hippocratic Growth. We will use a proactive approach to address minority participation during the initial facility build to ensure the inclusion of minority businesses and the successful completion of the project. Once operating we will continue that framework for any future construction projects or expansions.

GOOD FAITH PLAN FOR MINORITY CONSTRUCTION PARTICIPATION

There are a number of factors that will be integral to our success in including the minority contractors and suppliers in the initial build out of the cultivation and processing facility. We intend to employ the following steps in the construction of this project:

• Selection of third party and in-house construction managers who share our commitment to minority participation. This will be determined through the construction manager interview process and by reviewing their company information and history of diversity participation.

• Utilization of diversity consultants with knowledge of the Philadelphia construction market.

• Close and continuous coordination with property-level and corporate purchasing departments as well as the Government Affairs department in order to capitalize on their continuous search for qualified minority enterprises.

• Use of State of Pennsylvania, PA Department of Mental Health and Hygiene and other resources and databases to identify capable minority contractors and suppliers.

• Continuation of specific procedures and processes that require construction managers to demonstrate efforts to identify minority contractors and suppliers before work is awarded.

• Effective up front requirements on the part of construction managers to provide minority contractors and suppliers opportunities to bid as well as reporting procedures to track commitments to, and dollars expended for, such minority contractors and suppliers.

• Increased concentration and coordination with construction managers to identify 2nd and 3rd tier subcontractor and supplier opportunities.

• Diligent tracking to ensure the fulfillment of minority contractor and supplier participation plan commitments made by construction managers and 1st tier subcontractors.

• Close coordination with construction managers to improve the on-site labor component of commitments made to minority contractors and suppliers.

• Periodic reporting of our minority commitment and fulfillment results to the Hippocratic Growth Diversity Committee, the Pennsylvania Department of Mental Health and Hygiene and other involved parties.
CONSTRUCTION GOAL

Our goal is to establish a comprehensive plan for diversity that builds upon the successful record of the individual member’s in their previous or concurrent businesses, including minority contractors in all of its construction projects across the country. Hippocratic Growth will work to ensure that the project reflects the Pennsylvania Department of Health and Mental Hygiene’s minority participation goals and that these goals reflect the diversity of the region.

PROCUREMENT

PURCHASING MISSION

Hippocratic Growth will consider quality, service, dependability and price as the main components of any vendor relationship. Further, as a socially responsible and majority woman-owned organization, we pledge to partner wherever possible with minority and woman vendors, as well as other Diverse Groups, to create a mutually beneficial business climate. Our goal is to ensure that all qualified vendors are given equal opportunity to bid on products and services.

VENDOR DIVERSITY PLAN POLICY STATEMENT

It is the policy of Hippocratic Growth to assist in providing economic opportunities for disadvantaged and emerging small businesses and make reasonable good faith efforts to achieve these goals.

Hippocratic Growth is committed to promoting diversity initiatives that attract qualified contractors, subcontractors, assignees, lessees, agents, suppliers, and vendors who are minority, female, veterans, or disabled. To the extent lawful and feasible, the company is committed to expansion of opportunities for:

- Contracting or transacting directly with minority, women’s, veteran’s, or disabled person’s business enterprises.
- Contracting with a non-minority business enterprise under terms and conditions that establish a participation plan.

Hippocratic Growth management believes vendor diversity is a shared responsibility. The Vendor Manager will oversee the Vendor Diversity Program. Department Managers, supervisors, COO, and administration will support the Vendor Manager in maintaining the importance of vendor diversity as a critical component of facility operations. The Vendor Manager will implement policies and programs, monitor the company’s efforts in these areas, report results, and handle or refer complaints to appropriate company contact points.
Through administration, monitoring, and communication of this policy, the company will attempt to ensure that all people are included in the diversity that strengthens Hippocratic Growth in its pursuit of excellence and enhancing the representation of diverse groups in the operation.

**DESIGNATION OF RESPONSIBILITY FOR IMPLEMENTATION OF VENDOR DIVERSITY PLAN**

The Vendor Manager has been designated as the Vendor Diversity Coordinator of the company and has the full support of the administration and Department Managers in carrying out these duties.

Vendor Diversity Coordinator, has the following responsibilities:

- Develop policy statements and internal and external communication of those policies.
- Develop lawful action-oriented programs that attempt to remove identified barriers to disadvantaged, female, veteran, and minority contractors, suppliers, and vendors.
- Expand opportunities for those groups.
- Educate management staff on the requirements of the program.
- Design appropriate procedures that enable effective monitoring of the program.
- Measure the effectiveness of the programs.
- Design and implement audit systems.
- Prepare analysis of diversity program implementation on a quarterly basis and communicate the results to management. Forward quarterly results to Director of Human Resources for inclusion in Hippocratic Growth’s quarterly Diversity Report to the Pennsylvania Medical Marijuana Department.
- Serve as liaison with regulatory agencies.
- Serve as liaison with minority, women’s, disabled, and veteran’s groups.
- Keep management informed of the latest developments.
- Maintain the prior years’ diversity plan and related documents.
- Maintain all required records for a minimum of five (5) years.

**GOOD FAITH PLAN FOR MINORITY VENDOR PARTICIPATION**

In support of our diverse vendor purchasing mission, Hippocratic Growth will undertake the following initiatives:

- Utilize the Pennsylvania Department of General Services Bureau of Minority and Women Business Opportunity business directory and database, and resources of Philadelphia's Office of Economic Opportunity (OEO) and the Greater Philadelphia Minority Business Strategic Alliance (GPMBSA) to locate minority and diverse vendors that offer relevant products and services.
• Link our website to those of the Pennsylvania Department of General Services Bureau of Minority and Women Business Opportunity, OEO and GPMBSA to facilitate awareness and to simplify the application process for potential vendors.

• Create a point of sale brochure entitled *How to Do Business with Hippocratic Growth* to summarize our diverse vendor purchasing program.

• Participate in events sponsored by the Pennsylvania Department of General Services Bureau of Minority and Women Business Opportunity development, OEO, GPMBSA and similar organizations such as seminars, trade shows and training sessions and reverse trade shows to expand awareness of our minority vendor purchasing program.

• Attend and support Pennsylvania regional minority business fairs organized by the Minority Supplier Diversity Council of Pennsylvania, New Jersey and Delaware, The African-American Chamber of Commerce and area Chambers of Commerce.

• Periodically review the Pennsylvania Department of General Services Bureau of Minority and Women Business Opportunity list and OEO list of approved vendors for any changes.

• Provide access to the applications and contact information of the Pennsylvania Department of General Services Bureau of Minority and Women Business and OEO. This will provide an opportunity for uncertified potential vendors to become certified.

• Create a mentoring environment that will help new vendors understand the workings and importance of security of the property’s operations.

• Request user departments to review their annual budgets for purchasing opportunities, work with the minority database and reach out to those minority suppliers provided by the purchasing staff.

• Establish a reasonable payment plan, agreed upon by both the vendor and the Manager of Purchasing after review of the financial status of diverse vendors.

• Establish a program that will encourage existing minority and other diverse vendors to expand the product lines they sell us through a mentoring process.

• Consider minority and women-owned business enterprises when reviewing Capital Expenditure projects. Hippocratic Growth will follow these initiatives and develop others as it strives to create an inclusive business environment.
Hippocratic Growth, LLC endeavors to have all vendors complete a vendor registration packet before any contract or purchase order will be issued, such registration will include information on MBE/WBE status, veteran status, diversity status and EEO.

Purchasing Objective: These extensive efforts to identify, train and assist MBE/WBE, as well as other diverse groups of potential vendors should result in a roster of vendors that maximizes diversity and is reasonably reflective of and inclusive of the local community.

EMPLOYMENT WORKFORCE DIVERSITY

EMPLOYMENT MISSION

Hippocratic Growth will strive to maintain a workforce that reasonably reflects the diverse elements of our community and surrounding area. Each quarter the Head of HR will analyze the diversity in our employee workforce, and will update the Diversity Plan to address areas of employment that require more diversity participation. The workforce will continue to evolve and the efforts for diversity inclusion will require changes and implementation of different approaches and methods. New facility positions will be offered to qualified existing facility employees who have interest in them.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Hippocratic Growth to provide EEO to all employees and applicants for employment without regard to race, color, creed, religion, sex, age, marital status, national origin, disability, status as a qualified Protected Veteran, or any other basis protected by applicable federal, state or local law. In addition, Hippocratic Growth complies with the Pennsylvania Human Relations Act and applicable local laws prohibiting discrimination in employment in each locality in which it maintains offices and/or facilities.

This policy applies to all terms and conditions of employment including, but not limited to recruitment, hiring, placement, assignment of duties, promotion, compensation, training, transfer, leaves of absence, position elimination and termination.

DIVERSITY-ORIENTED OUTREACH AND EVENTS

Hippocratic Growth is committed to its diversity-focused hiring practices as a dedicated way to increasing diversity participation from our community in our workforce. The Diversity Committee’s Community Diversity Outreach & Events Coordinator will work with local organizations, non-profits, schools, and agencies to implement outreach programs and events to include diverse members and groups of the community, including our community service efforts and events. Recruiting will involve job fairs, various community partnerships to include higher education, chambers of commerce, government agencies and targeted recruiting of minorities.
and other diverse groups from both new and existing gaming markets. We may also utilize
programs and local minority agencies such as the African American Chamber of Commerce and
Latino Professional organizations to the extent that such organizations are active in the local
area. We will also engage statewide minority advocacy organizations for our recruitment efforts.
a method of outreach, bettering the community as we strive for diversity inclusion. Advertising
for open positions will include a broad range of diverse media sources that may include print,
radio, television and Internet. To the extent that such sources exist in the local area, we will
specifically direct some of this advertising to media sources targeted toward minority groups. We
will publish a bi-weekly HR “Hot Sheet” detailing all position openings as they become open.
Hot Sheets will be sent to area colleges, employment agencies, minority organizations and social
agencies as well as advertised on public sources including our Internet website.

TRAINING, DEVELOPMENT & RETENTION EFFORTS

Our education and training efforts will have several areas of focus to help develop a high-
functioning, service-oriented diverse workforce. Hippocratic Growth will provide best practice
training to ensure consistency with our EEO recruiting & hiring practices. We will conduct
diversity training designed to foster a welcoming environment for all and reinforce respect in the
workplace. We will also provide training to the management team on how to be a culturally
sensitive manager with focus on consistency and fairness in the workplace, generational
diversity, cultural diversity, and how to manage effective teams in a diverse, service
environment. We will integrate diversity and respect into our mandatory orientation program. In
addition to this broad, property-wide training, we will provide departmental skill-related training
for our new associates. This will allow team members to successfully integrate themselves into
their new departments. Building confidence in the ability to competently handle job duties and
establishing an internal departmental support system will increase the chances of retaining new
teammembers. Team members want to stay with companies that provide development and
mobility options. They are loyal to organizations that invest in their careers. We are committed
to being that kind of company. We will make the promotion of our employees a first option for
upward mobility. We also plan on providing various mobility programs allowing our employees
to grow and advance within the company. A Management Apprentice Program will be available
for line level team members who aspire to management positions, and are deemed “high
potential.” Advanced management skill-related courses will be available for our supervisors and
managers who aspire to advance and become more proficient in their current positions.

WORKPLACE INCLUSION

Fostering an inclusive environment is the responsibility of all leadership. It is also a journey that
will continue moving forward forever. The world in which we live is ever-changing, and the
company needs to continue to be aware of these changes and to create a welcoming environment
where all team members feel valued and respected. Our plan is to weave diversity through all
areas of the team member environment at Hippocratic Growth. We will request of, and focus on,
ensuring that our leadership considers diverse perspectives in decisions that affect our team members. Seeking input from everyone and remembering that creativity is driven by a diversity of experiences and such diversity assists in achieving better overall decisions. We want to provide an environment that inspires and engages team members to reach their full career potential. We will challenge Department Managers to truly get to know and learn about their team members. Discovering unique skills and talents will assist with developing creative solutions, plus build loyalty between managers and their team members. We will also ask that managers share their own personal skills and talents to create two way dialogues going both up and down the organization. Overall, we will strive to create the awareness that diversity is not just another initiative. Rather, it is a way of doing business and if integrated into everything we do, will assist us in not only becoming the employer of choice but also the cultivator and processor of choice for our customers at the dispensary level. A diverse employee base better understands our diverse patient base, their cultural sensitivities and expectations. Such understanding enhances the patient experience and thus satisfaction which will lead to greater business success for the facility its employees and its vendors.

DEVELOPMENT & EXECUTION OF ACTION-ORIENTED PROGRAMS

The Company applies the following guidelines in developing and executing action-oriented diversity programs:

POSITION DESCRIPTIONS

I. Conduct detailed analysis of position descriptions to ensure that they accurately reflect the position’s functions. The analyses are updated as the duties of a position change and are distributed to members of management, recruitment personnel, and referral sources.

II. Develop employee specifications using essential function criteria. Job requirements include education, experience, and skill requirements necessary to qualify for the job opening. Employee specifications are distributed to referral sources.

HIRING-SELECTION

I. Evaluate selection process periodically to ensure freedom from bias. Select and train personnel involved with recruiting, screening, selection, promotion, discipline, and related processes. The recruiting, screening, referral, and selection process must demonstrate a good-faith effort to remove identified barriers, expand employment opportunities, and produce measurable results.

II. Observe the requirements of the “EEO Uniform Guidelines” on Employee Selection Procedures by performing periodic audits of personnel activities and retaining records if material adverse impact on minorities or women seems likely.

III. Monitor the manner applicants are referred to Managers for hiring consideration to ensure the process is nondiscriminatory.
COMPENSATION SYSTEM(S)

I. Review compensation system(s) periodically to determine if there may be race, color, creed, religion, gender, sexual orientation, age, marital status, national origin, ancestry, non-job related disability, status as a qualified Protected Veteran, or any other basis protected by applicable federal, state or local law disparities. Where disparities cannot be explained in terms of performance, length of service, or other lawful factors, corrective action will be taken.

RECRUITMENT EFFORTS

Establish recruitment efforts to maintain a flow of qualified minority and female applicants:

I. Solicit minority, women’s and veteran’s organizations and organizations concerned with persons with disabilities for referral of applicants.
II. Offer briefings both on and off premises with representatives from recruitment sources concerning current and future job openings.
III. Encourage minority, female, veteran, and employees with a disability to refer applicants for employment.
IV. Participate in career day programs, using minority, female, veteran, and disabled employees whenever possible.
V. Establish recruitment efforts at schools with special programs that reach minorities, women, and persons with a disability.
VI. As opportunities arise, encourage community child-care, housing, and transportation programs designed to improve the employment opportunities for minorities, women, and persons with a disability.
VII. Ensure that job openings have been listed with CareerLink.

PROMOTIONS

Ensure that all employees are given equal opportunity for promotion:

I. Communicate promotional opportunities.
II. Initiate job training programs.
III. Conduct employee performance evaluation programs.
IV. Provide clearly defined job description.

CAREER COUNSELING

Monitor career counseling to ensure that all employees are given equal opportunity for career counseling:

I. Upon request, counsel employees relative to advancement opportunities open to them and the training programs available to assist them in their career development.
II. Instruct managers and supervisors to refer any employee seeking Career Counseling to the HR Department.

TRAINING, PROMOTION AND RETENTION

Give all employees equal opportunity to attain training:

I. Announce training opportunities.
II. Develop training programs that enhance advancement potential.
III. Coordinate training programs for workforce development.
IV. Promotional opportunities will be posted internally in 2 locations for 5 days, per the Company’s Job Posting policy.
V. Monitor retention rates on a quarterly basis by comparing the previous quarter’s Diversity Report that is provided to the Pennsylvania Medical Marijuana Department. If areas of concern are identified, conduct exit interviews with individuals who left during that quarter to determine if there are problem areas. Develop action plans accordingly.

DESIGNATION OF RESPONSIBILITY FOR IMPLEMENTATION OF DIVERSITY PLAN

The Director of HR has been designated as the EEO Coordinator for the company and has the full support of the Principles, Owners, and management in carrying out these duties. The company’s philosophy and policy on EEO and diversity is set out in its corporate employment policy and in its company handbooks.

Director of HR, as EEO Coordinator, has oversight of the following responsibilities:

I. Develop policy statements and internal and external communication of those policies.
II. Develop lawful action-oriented programs that seek to remove identified barriers to minority, female, veteran, and disabled employment and expand employment opportunities for those groups.
III. Measure the effectiveness of diversity programs.
IV. Design and implement audit systems.
V. Serve as liaison with enforcement agencies.
VI. Serve as liaison with minority, women’s, disabled, and veteran’s groups.
VII. Keep management informed of the latest developments in the entire equal opportunity area.
VIII. Provide career counseling for employees.
IX. Make sure that posters are properly displayed.
X. Make sure that all facilities are available on a non-discriminatory basis.
XI. Maintain the prior year’s diversity plan and all related documents.
XII. Maintain all required records.
HR RECRUITER PROCEDURES

After Recruiter receives an approved Request for Hire (must be signed by the Department Manager and Director of HR), the following steps will be taken:

I. Recruiter posts the open position at designated employee locations at the company’s facility:
   a. Recruiter will review all qualified applicants, both internal and external, and will forward any favorable applicants to the manager of the department with the open position.
   b. If sufficient qualified applicants are not found, Recruiter will proceed to the next step.

II. Recruiter will post the position on the Company’s website and will contact the local employment service agencies, Affirmative Action agencies, local colleges and technical schools:

a. PA CareerLink Montgomery County
   Eric Muckel, Operator Manager
   1855 New Hope Street
   Norristown, PA 19401
   Ph: (610) 270-3429

b. Berks & Beyond Employment Services
   1304 E. High Street
   Pottstown, PA 19464
   Ph: 484-945-0516
   Fax: 484-945-0521

c. Resource Employment Solutions
   5940 Hamilton Blvd, Suite F
   Allentown, PA 18106
   Ph: (610) 395-2500
   Fax: (610) 395-2544

d. Montgomery County Community College
   Career Services
   Student Success Center, South Hall
   101 College Drive
   Pottstown, PA 19464

   610-718-1906
   610-718-1837 FAX
careerservices@mc3.edu

e. Montgomery County Community College-
   Minority Student Mentoring Initiative
   Mr. Edward Brown, MS
   Academic Advisor
   610-718-1909 West Campus
   [DOH REDACTED]

f. Montgomery County Community College-
   Veterans Affairs
   Denise Williams
   Ph: (610) 718-1839
   Email [DOH REDACTED]

g. Antonelli Medical and Professional
   Institute
   1700 Industrial Hwy, Lower Level
   Pottstown, PA 19464
   Ph: (610) 323-7270
h. Lincoln Tech
5151 Tilghman Street
Allentown, PA 18104
Ph: (610) 398-5300

i. Career Services Center Lincoln University
1570 Baltimore Pike
Lincoln University, PA 19352
Ph: (610) 932-8300

j. National Organization for Women
Montgomery County NOW
Kathleen DeFrees-Shank, President
P.O. Box 223
Blue Bell, PA 19422
montoconow@hotmail.com

k. Veterans Affairs Outreach and
Reintegration Montgomery County
Sean Halbom, Director
Human Services Center
1430 Dekalb St.
P.O. Box 311
Norristown, PA 19404-0311
Ph: (610) 278-5935
Fax: (610) 278-5935

l. Workforce Investment Act Program (WIA)
Montco CareerLink
Eric Muckel, Operator Manager
1855 New Hope Street
Norristown, PA 19401
Ph: (610) 270-3429

m. Acción Comunal Latinoamericana de
Montgomery County (ACLAMO)
515 Walnut Street
Pottstown, PA 19464
Ph: (610) 970-2134
512 W. Marshall Street
Norristown, PA 19401
Ph: (610) 277-2570
Fax: (610) 277-6434

n. A.H.E.D.D.
Disability Employment Service
100 Old York Road, Suite 128
Jenkintown, PA 19046-3251
Ph: (215) 885-2060

o. Community Action Development
Commission (CADCOM)
113 E. Main St.
Norristown, PA 19401
Ph: (610) 277-6363
Fax: (610) 277-7399
info@cadcom.org

p. Goodwill Employment Services
Contact- Suzanne Rietscha
501 Office Center Drive
Fort Washington, PA 19034
Ph: (215) 653-7095

q. Germantown Women's Y
5820 Germantown Avenue
Philadelphia, PA 19144
Ph: (215) 438-6266

r. Human Services Resources
421 W. Main Street
Lansdale, PA 19446
Ph: (215) 361-7931

s. Institute for Coriean-American Studies,
INC.
965 Clover Court
Blue Bell, PA 19422
Ph: (610) 277-9989

t. La Comunidad Hispana
314-316 East State Street
Kennett Square, PA 19348
Ph: (610) 444-4545

u. LULAC Educational Service Center
2501 Kensington Avenue
Philadelphia, PA 19125
Ph: (215) 423-4811
Recruiter will review applications and forward any qualified applicants, both internal and external, to the manager of the department with the open position.

If sufficient qualified applicants are not found, the Recruiter will proceed to the next step.

III. Recruiter will contact the local newspapers to post the open positions:
   a. Contact Marketing
      Local Newspapers: The Times Herald, The Mercury

Recruiter will interview all qualified applicants, both internal and external, and will forward any favorable applicants to the manager of the department with the open position.

If sufficient qualified applicants are not found, the Recruiter will proceed to the next step.

IV. Recruiter will post open position on selected on-line recruiting websites, depending on the department position:

   a. www.hortjobs.com
   b. www.hirehorticulture.com
   c. www.agcareers.com
   d. www.aerotek.com
   e. www.thejobexchange.com

   f. www.indeed.com
   g. www.monstor.com
   h. www.careerbuilder.com
   i. www.pa-exchange.com
   j. www.pennlive.com
Recruiter will review applications of all qualified applicants, both internal and external, and will forward and favorable applicants to the manager of the department with the open position.

If sufficient qualified applicants are not found, the Recruiter will proceed to the next step.

V. Recruiter will notify HR and Department Manager that there are insufficient current qualified local applicants for the position. Necessary steps will be taken to fill the position.

NOTE: STEPS MAY BE RUN SIMULTANEOUSLY DEPENDING ON THE NATURE OF THE SITUATION.

HR RECRUITER PROCEDURES CHECKLIST

HR Recruiter: __________________________________________

Department: ___________________________ Position: ___________________________

1. Date Recruiter posted the open position internally: ___________________________

2. Local employment service agencies, local colleges and technical schools, community agency-based employment programs and the date notified of open position:
   a. ___________________________
   b. ___________________________
   c. ___________________________
   d. ___________________________
   e. ___________________________
   f. ___________________________

3. Local newspaper contacted, include contact date and date published:
   a. ___________________________
   b. ___________________________

4. High volume city contacted, include contact date and date published:
   a. ___________________________
   b. ___________________________

5. On-line recruiting website contacted and date position posted:
   a. ___________________________
   b. ___________________________
   c. ___________________________

6. Date Recruiter contact the Director of Human Resources and Department Head that there are no current local applicants qualified for the position(s):
   a. ___________________________
   b. ___________________________
Hippocratic Growth is committed to developing a high performance, inclusive work environment that reflects the diversity of our community. We will strive to create a company culture where all ideas and all contributions are valued no matter how or from whom they may originate. We will actively seek out employees and vendors from traditionally disadvantaged groups to staff, build and supply the facility. Our commitment to making inclusiveness the foundation for our culture is driven not only from our desire to enhance our community, but also because such commitment supports a sound business strategy. This diverse working culture includes not only our valued workforce, but also offers opportunities for broad participation to diverse groups in the procurement of goods and services.

The principals of Hippocratic Growth have a long-standing tradition of supporting local community initiatives and meeting commitments to local agencies, community-based organizations and employees. We are a majority woman-owned MBE that has maintained a strong commitment to providing fair and equal opportunities for minorities and all disadvantaged members of our community. All principals are members, in good standing, of the African American Medical Cannabis Association (AAMCA); together we are actively working toward creating opportunities for African Americans, women, and other minority groups in the Medical Cannabis Industry. Together the AAMCA, Hippocratic Growth, and Maryland’s legislative Black Caucus have worked to draft legislation in order to address the inclusion of minority participation in Maryland’s Medical Cannabis Industry. Our belief is that the numbers of the companies selected for licenses should reflect the diversity of the state as a whole, and the Commission that chooses those licensees should reflect the same.

Hippocratic Growth is currently working with Delmarva Veteran Builders to build out the Company’s dispensary location. Putting veterans to work is an important task, which is why we have encouraged the other dispensaries in our established Organic Farmacy network to hire Delmarva Veteran Builders as well.

Stephen Meehan, the Company’s Chief Financial Officer and general council has run the Prisoners Rights Information System of Maryland

**CONTRACTS WITH DIVERSE GROUPS**

Expected percentage and dollar amounts of revenues that will be paid to diverse groups
MATERIALS USED FOR MENTORING, TRAINING, OR PROFESSIONAL DEVELOPMENT PROGRAMS FOR DIVERSE GROUPS
ORGANIC FARMACY

STORAGE OF MEDICAL MARIJUANA

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SAFETY AND SANITATION

CONTAMINATION PREVENTION

DISPENSARY AND EQUIPMENT MAINTENANCE AND SANITATION

All surface areas and equipment touched by medical marijuana or its products will be kept clean and sterilized prior to and between uses under the following SOP to ensure dispensary operation sanitation:

1) Dispensary Manager will ensure that Organic Farmacy is maintained in a sanitary condition at all times, to limit the potential for contamination or adulteration of the medical marijuana stored in or dispensed at the facility. The following apply:
   a) Trash shall be properly removed.
   b) Floors, walls and ceilings shall be kept in good repair.
   c) Adequate protection against pests shall be provided through the use of integrated pest management practices and techniques that identify and manage pest problems, and the regular disposal of trash to prevent infestation.
   d) Toxic Cleaning compounds, sanitizing agents, solvents and pesticide chemicals must be labeled and stored in a manner that prevents contamination of medical marijuana and in a manner that otherwise complies with other applicable laws and regulations.
   e) An employee working in direct contact with medical marijuana is subject to the restrictions on food handlers in §27.153(relating to restrictions on food handlers). An employee shall otherwise conform to sanitary practices while on duty, including the following:
      • Maintaining adequate personal hygiene
      • Washing hands thoroughly in an adequate hand washing area before starting work and at any other time when hands may have become soiled or contaminated and at all times before dispensing medical marijuana to a patient or caregiver.

f) A dispensary shall provide its employees and visitors with adequate and convenient hand washing facilities furnished with running water at a temperature suitable for sanitizing hands, the following apply:
   • Hand washing facilities must be located where good sanitary practices require employees to wash and sanitize their hands
- Effective nontoxic sanitizing cleansers and sanitary towel service or suitable hand drying devices shall be provided.

g) A dispensary shall provide its employees and visitors with adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair.

h) A dispensary shall comply with all other applicable State and local building code requirements.

2) Cleaning compounds and sanitizing agents will be adequate in design and size for their intended use and safe under their conditions of use. Approved chemicals list and Material Safety Data Sheets (MSDS) are on file for easy access by employees.

3) Personnel will use clean tools and sterilize prior to and frequently between uses.

4) Dispensary Manager will ensure that employees who have infectious diseases do not work around products or patients.

5) Grounds of dispensary will be kept in a condition that protects against contamination.

6) Trash will be regularly conveyed, stored, and disposed in order to minimize odors, protect against contamination, and avoid attracting of pests.

7) When Manager determines that facilities and equipment do not pass visual inspection, corrective actions to prevent direct product contamination will be taken and recorded.

8) All equipment and utensils used in dispensary operations will be:
   a. Installed and maintained to facilitate cleaning of the equipment, utensils, and adjacent spaces;
   b. Constructed so that contact surfaces are non-toxic and corrosion-resistant, and neither reactive nor absorptive;
   c. Designed and constructed to withstand the environment in which they are used, the product it’s intended to be used with, and cleaning compounds and sanitizing agents;
   d. Equipment and utensils will be designed and maintained to minimize accumulation of dirt, filth, organic material, marijuana-derived products, or any other extraneous materials or contaminants;
   e. Equipment and utensils will be taken apart as necessary for thorough maintenance, cleaning, and sanitizing;
   f. All contact surfaces will be in a dry and sanitary condition when in use. When surfaces are wet-cleaned, they will be sanitized, when necessary, and thoroughly dried before and after subsequent use;
   g. Surfaces and equipment that do not come into direct contact with marijuana-derived products will be cleaned as frequently as necessary;
   h. Single-use articles will be stored in appropriate containers, and handled, dispensed, used, and disposed of in a manner that protects against contamination;
i. Each freezer or refrigerator used to hold components or products will be fitted with an indicating thermometer or temperature-recording device that indicates, record, and regulates temperature to assure quality control;

j. There will be written SOPs for calibration, maintenance, cleaning, and sanitation of equipment, instruments, and utensils, and records of these activities will be kept.

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**EQUIPMENT AND UTENSILS**

1) Employees will use equipment and utensils that are of appropriate design, construction, and workmanship.
   
   a. Equipment and utensils will be suitable for their intended use;
   
   b. Equipment and utensils will be able to be adequately cleaned and properly maintained to minimize accumulation of dirt, filth, and organic material.
   
   c. Use of equipment and utensils will not result in the contamination of medical marijuana products or contact surfaces.

2) All equipment and utensils used in dispensary operations will be:
   
   a. Installed and maintained to facilitate cleaning of the equipment, utensils, contact surfaces, and adjacent spaces;
   
   b. Constructed so that contact surfaces are nontoxic and corrosion-resistant, and neither reactive nor absorptive;

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**SANITATION REQUIREMENTS**

**CLEANLINESS/STERILIZATION**

All contact surface areas touched by marijuana or its products will be kept clean and sterilized prior to each use and between uses, and as necessary. Contact surfaces include but are not limited to:

- Scales
- Tables;
- Tools
- Counters
- Packaging and labeling areas
- Storage rooms

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**SANITARY PROTOCOLS**

1) Dispensary manager will assure that sanitation SOPs are being practiced at all times.

2) Dispensary will maintain humidity controlled climates throughout entire dispensary.

3) Cleaning supplies will be isolated in janitorial closet and never stored with medical marijuana, medical marijuana products or handling tools.

4) Employees will not enter the dispensing area without changing in locker room to clean protective outerwear, closed-toed shoes and single use gloves (after hands have been fully sanitized).
5) Cleaning compounds, sanitizing agents, pesticides, and other toxic materials will be appropriately identified, labeled, stored, and used in a manner that protects against contamination of products, or contact surfaces.
   a. Toxic materials will not be used in the dispensary unless they are used:
      i. To maintain clean and sanitary conditions;

6) Trash will be regularly conveyed, stored, and disposed of to:
   a. Minimize development of odors;
   b. Minimize potential for the trash to attract, harbor, or become a breeding place for pests;
   c. Protect against contamination of products, or surfaces.

7) Dispensary Manager will ensure that employees who have infectious diseases are not permitted to work.

**CLEANING OF FACILITIES**

1) Separate cleaning equipment will be used for cleaning floors and walls and for equipment cleaning. All cleaning tools will be washed, rinsed, and sanitized.

2) Cleaning procedures
   a. Debris is swept up and discarded according to waste disposal SOP.
   b. Facilities are cleaned with an approved cleaner, according to manufacturer’s directions.
   c. Facilities are rinsed with potable water.

3) Floors are mopped and sanitized weekly

4) Ceilings are cleaned as needed, but at least once a year.

**MONITORING**

Dispensary Manager will perform daily visual inspections, prior to start of operations, of dispensing areas, contact surfaces, equipment and utensils; and again after operations are completed.

**CORRECTIVE ACTION(S)**

If Dispensary Manager determines that facilities do not pass visual inspection, the cleaning procedure and re-inspection will be repeated. Corrective action(s) to prevent direct product contamination or adulteration will be recorded.

**MSDS REPORTS**

Detailed information about all chemicals used in cleaning and sanitization will be maintained on file for easy access by employees.

**REPORTING**

Daily Sanitation Reports, Equipment Maintenance and Cleaning Reports, and Inspection Reports will be completed as records for compliance in MJ Freeway.
PEST PROTECTION PROCEDURES
Dispensary will utilize HEPA filtered, UV sanitized HVAC ventilation system, exhaust vents will be equipped with Class G4 Coarse > 10 micron filters to protect dispensary’s supply and return air against insect, pollen, dust, and other external contaminant infiltration. Gaps around all doors will be ¼ inch or less. Air shields above the entry door will be utilized, which will effectively control pests. The air shield is nearly impenetrable to flying insects. Additionally, mechanical crawling pest devices and sticky cards will be placed around door areas. Lastly, doors will remain closed at all times when not in use and door frames will be properly sealed and checked monthly.

Sticky cards will be an important part of Integrated Pest Management system. 3”x 5” blue and yellow sticky cards will trap the adult stages of flying insects such as western flower thrips, whiteflies, fungublues gnats, shoreflies, leafminers, and winged aphids. 3-4 cards will be placed every 1000 sqft. Additional cards placed near doors, vents, and vertically 4-6 inches above.

Dispensary Manager will measure levels of pest habitation regularly. MJ Freeway’s best practices checklists allow tracking of pest infestation rates and types while allowing picture attachments for easier identification of pests. Only approved pesticides will be allowed to be used in the dispensary and only at levels specified in SOP use protocol, which will be in accordance with the levels specified on the registered label directions and within explicit federal and state limits.

PESTICIDE HANDLING

1) All employees working with or around pesticides are required to become Certified as a Restricted Use Applicator before beginning work.
2) Any employee handling pesticides will use Personal Protection Equipment
3) All employees will fill out all chemical logs immediately after completion of pesticide application in the electronic inventory control system, MJ Freeway.
4) All OSHA standards for pesticide handling, application and storage will be followed.

PERSONNEL SAFETY

Organic Farmacy is committed to providing a safe workplace with an emphasis on “safety first.” It is each employee’s responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

Policies will be implemented to protect personnel in all operations and provide personnel with adequate safety training to comply with policies. Policies will be similar to personnel safety policies in comparable industries, such as food handlers, and will include, for example:

1) Personnel accident reporting and investigation policies;
2) Fire prevention and response plans;
3) Materials handling and hazard communications policies, including maintenance of material safety data sheets (MSDS); and
4) Personnel protective equipment policies.

An emergency contact list will be visibly posted and maintained throughout dispensary and will include:

1) Dispensary Manager contacts;
2) Emergency responder contacts;
3) Poison Control contacts;
4) Fire Department contacts

Compliance will be ensured with all other applicable standards of the federal Occupational Health and Safety Administration (OSHA) and any applicable state and local worker safety requirements.

Organic Farmacy will implement Safety Protocols and provide all employees with adequate safety training relevant to their specific job functions, including:

1) Emergency action response planning as necessary;
2) Employee accident reporting and investigation policies;
3) Fire prevention;
4) Hazard communication policies, including maintenance of MSDS;
5) Materials handling, spill, and disposal policies;
6) Job hazard analyses; and
7) Personal protective equipment policies, including respiratory protection.

Organic Farmacy’s operations will provide and maintain at least one emergency eye flushing station readily accessible to all employees in each dispensary department.

All employees will undergo training and competency testing, administered twice annually, to ensure safety and sanitation procedures are followed accordingly. Part of the regulatory compliance exam will cover, but not limited to:

1) MDOA/USDA- applicator requirements, any horticulture or agriculture requirements
2) FDA- food handling requirements for finished product
3) OSHA- general work place standards, agriculture/horticulture standards
4) EPA- waste management material and water responsibilities
5) USDOT- product transport
6) Department regulations- All current Pennsylvania rules and regulations stated by the Department.

The Objective of these strict guidelines is to ensure that every patient receives precise, consistent, and safe medications every time they visit Organic Farmacy. A “Culture of Quality” will be established to ensure that employees not just learn and follow SOPs, but also have a
passionate belief in their executions for the greater good of ensuring patients’ health and well-being above all.

**FIRST AID**

*First Aid materials will be stored so materials cannot contaminate product.*

First Aid supplies will be checked monthly by the dispensary manager and shall be replenished when necessary.

First aid should never delay the activation of the EMS system if needed. The standard used to train all employees will be the “Guidelines for First Aid,” by the American Heart Association and the Red Cross. All employees will be taught the following details regarding Medical Emergencies:

1) Assess the situation:
   a. Do not move the person (especially if they indicate any pain) unless they are in imminent danger of further injury, e.g. an approaching fire.
   b. If the person is conscious ask them to tell you if anything hurts. If unconscious, gently inspect the person for obvious signs of injury.

2) If the person is injured, have someone call 911.

3) Call the department Manager if not already present and inform them of the situation.

   Render First Aid if you are knowledgeable and willing, but medical attention should be administered by someone trained.
a. Shortness of breath- Anyone who is short of breath while at rest, or cannot
determine the cause of shortness of breath needs immediate medical attention-
call 911
b. No breath or pulse- If a victim is not breathing or has no pulse, call 911
immediately.
c. Chest of Upper Abdominal Pain or Pressure- Chest or upper-abdominal pain or
pressure can be a sign of a serious, life-threatening issue, especially if the pain
spreads to the neck, arms, and jaw. Call 911 immediately.
d. Unconscious- Emergency situations that involve a loss of consciousness are
always serious. An unconscious person always needs immediate, emergency
medical attention- call 911.
e. Possible Spinal or Neck Injury- Neck or spinal injuries can result in paralysis. If
you suspect a possible neck or spinal injury, DO NOT attempt to move the victim
unless he or she is in grave danger- call 911.
f. Disorientation- This can be a sign of many serious medical conditions. An
individual who becomes disoriented after previously being alert should seek
emergency medical care immediately- call 911.
g. Sudden Severe Pain- Although sudden, severe pain may not necessarily indicate a
serious medical condition, it should be treated as an emergency.

h. Bleeding that Cannot be Controlled- Most bleeding should stop within a few
minutes with direct pressure. Wounds bleeds profusely for more than four
minutes, call 911. After calling, attempt to stop bleeding by elevating the wound
and applying direct pressure with a clean cloth until medical help arrives.
i. Major injury/Trauma- Examples of major injuries include broken bones, gunshot
wounds, deep cuts, head injuries, etc. If you have doubts as to whether an injury is
serious, it is far better to be safe than sorry. If you are unsure, seek medical care
immediately and call 911.
j. Feeling impending Doom- It is not unusual for individuals experiencing serious
medical conditions to feel a sense of impending doom This is a key symptom of a
heart attack and other serious medical conditions. If someone has a feeling of
impending doom, get emergency medical care right away- call 911.
k. Suicidal/Homicidal Feelings- Anytime an individual experiences
suicidal/homicidal feelings, immediate emergency medical care and intervention
should be sought. Such feelings may indicate the presence of depression or other
mental disorders, many of which are very treatable- call 911.
Do not transport any person experiencing a medical emergency in a non-emergency vehicle. Instead, call 911 and follow any instructions given.

Fire Safety Points: The first step after discovering a fire is to evacuate the area, closing all doors behind you. Locate the nearest manual fire alarm pull station and activate, then contact EMS. Major causes of fire in commercial buildings are arson, smoking materials, and wiring and appliances.

Smoking will not be allowed within or around the dispensary. Designated employees will turn off or unplug all appliances at end of workdays.

Part of weekly inspection checklist. Common fire and life safety hazards to watch for in the workplace:
- Missing or broken fire alarms and smoke detectors
- Accumulated trash
- Open Fire Doors
- Burned out exit lights
- Blocked stairways
- Broken electrical cords

Treat every alarm as though it is a real emergency. If the alarm sounds, or a fire is suspected, call Fire Department, if there is no fire, but rather a malfunction of your equipment or a false alarm, call 911 and relay this information. Never wait to investigate the situation before notifying the Fire Department. Any delay will allow a fire to grow and further endanger the occupants and property.

DO NOT silence alarm until given permission to do so by Fire Department personnel or by emergency operator.
DO NOT reset alarm until Fire Department arrives and has investigated the source of alarm. All fire alarms are to be investigated by the Fire Department.

It’s important for employees calling 911 to be able to give the following information:
- Nature of the problem
- Location
- Address
- Nearest cross street
- Any specifics known
Caller should not hang up until told to do so by emergency operator.

Close doors when exiting, to limit the spread of smoke and fire throughout the building. Security personnel will be assigned to check floors during alarms.
Employees will meet at established location, to be accounted for. Meeting place will be away from the building, so area is clear for arriving Fire Department personnel and so occupants are away from any glass or debris that may fall from dispensary.

If unable to leave building, create an area of refuge. Seal room, use wet cloth to stuff around crack in doors and seal up vents to protect against smoke. Do not break windows. Flames and smoke can come back in from outside. If you need air, open window a crack. Stay low, freshest air is near floor. Keep a wet cloth over your nose and mouth, breath through your nose only. Signal for help. Use telephone, or hang something in window.

Only use fire extinguisher if fire is very small and you’re trained to do so safely. If you cannot put out fire, leave immediately and make sure building alarm is activated and emergency personnel are notified.

HAZARDOUS SPILL
OSHA requires employers to train employees on hazards in workplace (29 CFR 1910.1200). By doing this, employees will be kept safe from the hazards of a spill, responders will be kept safe during response, and harm to the environment will be minimized. Although spills are common, no two are the same; the following steps can be taken during any spill response:
1) **Identify the spill**- Employees will be trained not to rush into unknown situations. First step to spill response is to identify the spilled material. Although knowing what has spilled is essential for safety and proper response, employees will be trained not to endanger themselves attempting to identify a material. Employees may only be able to acknowledge that there has been a spill, not what it is.

2) **Notify**- Employees will be trained on what agency to call when they see a spill. When in doubt they will call 911. Employees will also pull an alarm to alert everyone to evacuate. The nature of chemicals at the facility will help determine the scope or need for evacuations, but some examples are:

- Any time a spill is seen.
- Any time a spill cannot be identified.
- When a spill is a certain size.
- When the spill response team will be needed.
- When something “smells funny.”

In addition to notifying internal personnel, the organization will notify outside authorities if a reportable quantity has been spilled (see 40 CFR 302.4 for a list of chemicals and reportable quantities) or if the spill is hazardous and enters a storm drain or causes harm to the environment.

3) **Life Safety**- Life safety is always the priority. If anyone is injured in the spill area and needs assistance, responders will be trained to make recovering them their first goal.

4) **Contain the spill**- First step for responders performing clean-up operations will be to contain the spill. Containing the spill means stopping it from moving any further. The most common method of doing this is to place either absorbent or non-absorbent dikes around the perimeter of the spill. Attention will be given to floor drains or storm drains in the area: these may need to be covered to prevent the spill from entering wastewater processing areas or waterways.

5) **Stop the source**- If the source of the spill has not stopped leaking, responders will try to stop the source of the leak. Often, this step will happen at the same time as the spill is being contained.

6) **Clean up the spill**- Responders will next begin cleaning up the spill, working from the outside of the spill toward the center. Responding in this manner will help keep workers clean, and help ensure that the entire spill is cleaned up. Absorbent mats, socks and pillows will be used to soak up liquids, and vacuums will be utilized on larger spills. As response materials are used, workers will put spent materials in bags or containers to facilitate recycling or disposal.
MEDICAL MARIJUANA HANDLER RESTRICTIONS

Dispensary Manager will be responsible for ensuring that employees maintain strict adherence to SOPs, and will oversee employees and operations directly. Organic Farmacy’s full SOP training manual is extensive and covers everything from receiving medical marijuana products to how to open the store in the morning. Every aspect of daily operations are covered.
SOPs establish policies and protocol to protect products and employees from exposure to potential contaminants, and promote good handling practices. All employees will be responsible for using safe handling methods as trained and instructed, and practice good personal hygiene. Any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesions (boils, sores, infected wounds) or any abnormal source of microbial contamination that could potentially contaminate media, medical marijuana, medical marijuana products, contact surfaces, packaging materials, or fellow dispensary employees, will not be allowed to work with these items. If illness is not severe and symptoms are acute, employee will be assigned to tasks that do not involve product handling, or can be excused from work altogether until s/he is completely well. In the event of an open lesion, employee will cover with a bandage, if lesion is located on hand or wrist, employee will cover with impermeable cover such as a finger cot or stall and a single-use glove.

### INDIVIDUAL ILLNESS AND DISEASE CONTROL

All employees are required to notify the Dispensary Manager if they have or if there is a reasonable possibility that they have a health condition that could result in microbial contamination, such as:

1) Diarrhea or vomiting  
2) Salmonella, Shigella, E. coli O157:H7, Hepatitis A, or other intestinal illness (diagnosed by a doctor).  
3) Open, blistered, or infection burns, boils, cuts, legions, etc. on the hands or forearms.  
4) Burns, wounds, boils, or legions on the hands or forearms that are open, blistered, or have pus.  
5) Jaundice (yellowing of the skin or eyeballs).

Dispensary Manager will do the following when an employee has:

1) Diarrhea or vomiting:  
   a. Do not allow employee to work until 24-hours after symptoms are gone;  
   b. Keep a written record of all employee reports of diarrhea and vomiting. A sample log page will look like:
2) Salmonella, Shigella, E. coli O157:H7, Hepatitis A, or other intestinal illness (diagnosed by a doctor):
   a. Call the Montgomery County Health Department at (610-970-5040) to report the infectious illness.
   b. Do not allow employee with diarrhea or vomiting to work until 24-hours after they are well.
   c. Employees without diarrhea or vomiting can work, but not with product or product-contact surfaces (clean equipment, utensils, linens, and single-service and single-use items).
3) Open, blistered, or infection burns, boils, cuts, legions, etc. on the hands or forearms:
   a. Supply the employee with a waterproof bandage to apply on boil or wound.
   b. Supply gloves, which will be worn if the boil or wound is on the hand or wrist.
4) Persistent sneezing, coughing, or a runny nose:
   a. Employees with these symptoms can work, but will not work with the product, or components that directly touch product.
5) Cuts and abrasions:
   a. Clean all cuts and abrasions using soap and disinfectant, water, and a brush. There is no need to put gloves on the other hand if it has no problems. When the uncovered hand gets dirty, it will be a signal to the worker to change gloves and continue to wash his or her hands. Bacteria will grow on the warm, moist skin under the glove, so take the glove off, wash hands and put on a fresh glove frequently. Never handle product with an infected cut or abrasion. (See FIRST AID)

MEDICATIONS
Employee’s personal medications will be stored in the employee locker room, in case an employee must take personal medication immediately.

PERSONAL CLEANLINESS
1) Maintain adequate personal cleanliness by bathing daily and using a deodorant to control body odor. Use only mild perfumes or colognes that do not interfere with the aroma of the product. Keep hands free of foreign perfume odors.
2) Once checked-in for work, employees should change into clean work garments and clean closed-toe work shoes stored in personal locker, in the designated locker room area. Personnel clothing, shoes, and belongings will be stored in the locker room only.
3) Wash hands according to Handwashing SOPs, in HAND WASH ONLY SINK with antibacterial soap and dry hands with single-use paper towels provided.
4) Keep fingernails trimmed, filed, and maintained so that the edges are cleanable and not rough, and should not protrude past the ends of the fingertips more than 1/16” in length to make them easier to clean.
   a) Avoid wearing artificial fingernails and fingernail polish.
   b) Wear single-use gloves if artificial fingernails or fingernail polish is worn.
5) Remove all unsecured jewelry and other objects that might obstruct uninhibited handling of medical marijuana products, or waste disposal. Rings interfere with good handwashing technique and provide a home for bacteria to hide and grow.
   a) Remove all jewelry from hands, wrists, neck, face and ears.
   b) Plain wedding bands are acceptable but not recommended.
   c) If hand jewelry cannot be removed, it must be covered by material that is maintained in an intact, clean, and sanitary condition and that effectively protects against potential contamination of medical marijuana.
6) No eating food, chewing gum, drinking beverages, or using tobacco products in areas not specifically designated.
   a) In the event of an accident at work, employee should follow personnel safety policy and procedure.
7) All equipment intended to be used, should be cleaned according to equipment cleaning procedure and dried with a sanitary towel, before and after use, and stored in appropriate storage space.
8) Toilet facilities are provided off the worker’s locker room, physically separated from the dispensing areas. Toilet facilities have self-closing doors, are maintained in good repair, and are cleaned, sanitized, and restocked daily at the end of the day.

**HAND-WASHING FACILITIES**

Hand-washing facilities will be provided in the locker room, restrooms, and throughout the dispensary at operational workstations and areas and will be indicated by hand-wash safety signs. Handwashing must occur:
   a) Before starting work;
   b) After using the restroom;
   c) After smoking, eating, or drinking.
   d) After sneezing, coughing, or using a handkerchief or tissue;
      (i) Handkerchiefs and facial tissues are never carried when working with product. If an employee must use a tissue, they must use it at the hand sink, then immediately wash hands at hand sink. Employees will be instructed, if they sneeze to direct it toward their shoulder and away from products.
   e) When moving from one part of the dispensary to another for work change purposes;
   f) After any chemical or cleaning product usage;
g) After any cleanup activity, such as cleaning equipment, cleaning contact surfaces, sweeping, mopping, waste disposal, etc.;

h) After any other time when hands may have become soiled or contaminated; and

i) After using refuse receptacles.

HANDWASHING

Large and easy to read handwashing signs will be posted in conspicuous locations, in English, near all handwashing sinks, in packaging and labeling, and in restrooms. Safe and sanitary water, at suitable temperatures (both hot and cold water), and under pressure as needed, for all uses where water does not become a component of the medical marijuana will be provided. Water will be compliant with all applicable Pennsylvania state and local potable water requirements. Liquid antibacterial sanitizing hand soap, hand sanitizer solutions, single-use paper towels, a waste container, and gloves will be provided at each handwashing sink and restroom.

HANDWASH PROCEDURE

All employees must follow the proper handwashing procedures as indicated below:
**First Wash**
1) Get hands ready;
   a) Remove jewelry
2) Wet hands and forearms with warm, running water at least 75-110°F, running 2 gallons per minute, and apply antibacterial soap to hands and fingernail brush.
3) Scrub lathered hands and forearms, under fingernails, and between fingers, working up a good lather, for at least 10-15 seconds.
4) Rinse thoroughly under warm running water for 5-10 seconds.
5) Put brush aside to allow to dry.

**Second Wash**
1) Apply soap to the hands
2) Soap, lather, and scrub without the fingernail brush, as far up the arms as will connect with plants or product.
3) Rinse a second time
4) Dry hands and forearms thoroughly with single-use paper towels.
5) Turn off water using paper towels.
6) When exiting a restroom, use paper towel to open door.

**Single Hand Wash**
Second Hand Wash steps 1-6 should be used:
   a. Between handling product;
   b. After covering coughs and sneezes or blowing your nose
   c. After handling dirty boxes or containers;
   d. Whenever the hands feel dirty;
   e. After touching skin, hair, beard, or soiled apron;
   f. After handling garbage
   g. After handling utensils

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**MONITORING**

Employees are encouraged to be mindful and visually observe handwashing practices of other employees, and soil level of contact surfaces of handwashing sinks during all hours of operation, to protect the product from exposure to potential contaminants. Designated employees will visually observe that handwashing sinks, antibacterial soap, and single-use paper towels are properly supplied during all hours of operation.

Mandatory daily morning inspection for stock check, the designated employee must sign off on the date and time of inspection. Inspection forms will be kept on file, for (1) year after time of inspection.

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**CORRECTIVE ACTION**

Retrain any employee found not following procedures in SOP, training completion form must be signed by the dispensary manager. Employees observed not washing their hands at appropriate times, using handwashing sinks for other uses, or not using proper procedures, will be asked to correct their actions according to SOP.
VERIFICATION AND RECORDKEEPING

Dispensary manager will complete daily equipment and workplace sanitary checklist to indicate that monitoring is being conducted as specified. Checklist will be documented in MJ Freeway and kept for a minimum of (1) year.

GLOVE USE

Gloves should be used to cover cuts, scrapes, burns, etc. on hands with bandages AND glove or fingercot. Wash hands before using gloves and after using gloves. Change gloves when leaving work area. Change gloves if any possibility of cross-contamination. NO latex gloves to avoid transfer of allergens to product. Employees shall be given personal gloves not to be shared with any other person, to prevent skin cross-infection(s).

EQUIPMENT/UTENSILS

1) Utensils that come in contact with medical marijuana and medical marijuana products will be disinfected as needed to protect product health.
2) Scales used for the weighing of cannabis will be calibrated at-least monthly by certified calibration lab.

INSPECTION SCHEDULES TO ENSURE THE ACCURACY OF OPERATIONAL EQUIPMENT

Operational equipment used will be adequately inspected, cleaned, and maintained in accordance with written SOPs in accordance with OSHA guidelines. SOPs will set forth in sufficient detail the methods and schedules to be used in routine inspection, cleaning, maintenance, and calibration, and will specify, remedial action to be taken in the event of failure or malfunction. Procedures will designate employees responsible for performance of each operation. Inspection schedules will be implemented to ensure accuracy of operational equipment. MJ Freeway will maintain records and schedules of calibration and maintenance and will alert Dispensary Managers of scheduled inspections when required. Records will include date of operation, person who performed it, SOP used, and any deviations from SOP. Records will be kept of non-routine repairs performed on equipment due to failure or malfunction, and will indicate nature of repair, how and when need for repair was discovered, and any remedial action taken in response to repair.
RECORD KEEPING

Keeping clear and efficient records is imperative to accurately track, monitor, and predict the operations of the dispensary. At every stage, and every phase of the records of every action, and the person or persons responsible for, and/or doing that action, will be documented. The record will include at the very least, but is not limited to:

- Who
- What
- Where
- Why
- When
- How much

Records will be capable of accurately depicting the events or actions that took place, and will be easily understood by a layman. The Dispensary Manager will be responsible for maintaining their dispensary’s records’ monitoring, regulating, and recording. Visitor Records, including photocopies of visitors’ government issued IDs and the signed logbook, the visitor’s full name, the visitor identification badge number, the time of arrival, the time of departure, and the purpose of the visit, including the areas visited and the name of each employee visited, will be logged and kept securely for a period of four (4) years. All records will be stored in a secure location both onsite and at an offsite location. Records will be made available to the Department, to law enforcement or any other Department-approved agency, if necessary. A principal, financial backer, operator, or an employee of a dispensary may not receive any type of consideration or compensation for allowing a visitor to enter a limited access area.

A dispensary shall use the electronic tracking system prescribed by the Department containing the requirement in section 701 of the act (35 P.S § 10231.701). The Department will publish notice of the electronic tracking system to be utilized by a dispensary in the Pennsylvania bulletin 60 days prior to the implementation date of the system. The system chosen for Maryland, where Organic Farmacy has been awarded a dispensary license, is Metrc. Metrc integrates with MJ Freeway, a well known seed-to-sale tracking system. We would comply with whatever system the Department prescribed but as an example we are going to describe - MJ Freeway GramTracker™ software, it is intuitive and relatively easy to master after undergoing initial
employee training. All employees will be trained to understand and use MJFreeway for all operations in the dispensary, and they will gain focus on protocols directly involved with their individual areas of operation. GramTracker™ monitors and records medical marijuana received from a grower/processor, time and date of purchase to a patient or caregiver, and transactional financial information, if there is ever damaged, defective, expired or contaminated medical marijuana awaiting return to a grower/processor or disposal. Inventory stock records will be maintained for each item in inventory, and will document all transactions relating to each item. A written record shall be created and maintained of each inventory which includes the date of the inventory, a summary of the inventory findings, and the names, signatures and titles or positions of the individuals who conducted the inventory. Information will be maintained about reorder levels, reorder intervals, reorder quantity, lead time, stock on order, and estimated consumption rates. Inventory Data records are a vital source of information on how effectively the dispensary is being managed; therefore, maintaining these records accurately and keeping them up-to-date will be vital. They will provide detailed evidence of how products flow through the dispensary and can be used to identify where problems may occur, so that corrective action can be taken. When corrective action is taken, it gives management the opportunity to amend standard operational procedures to better the dispensary operation. In the event SOPs are amended, employees will be trained on the new operating procedures prior to their implementation.

The Dispensary Manager will monitor and evaluate operations to track all products, medical marijuana, etc. and will be capable of immediately identifying problems or deviations in the system that need to be addressed. MJ Freeway and department reporting systems will make data collection for routine monitoring as simple as possible. Inventory data records will accurately depict the status of all inventory so that the dispensary’s inventory operations may be transparent and easily regulated. Inventory data records will show what is in stock, what needs to be reordered, and what could be more efficiently managed for better inventory flow. Maintaining and monitoring records will allow for consistent sales quality to be reproduced, data points will lead to data trends that can be later analyzed to provide predictability in sales, and will allow for the Dispensary Manager, the Security Manager, Chief Operations Officer (COO), or any authorized personnel to immediately trace the source of any discrepancy that may arise. Every product that exists in the dispensary will be accounted for at all times, and standard operating procedures will be implemented to ensure this. As operations are given more time to run, the reoccurring everyday processes will help establish data trends, which when properly monitored by management, will provide opportunities to finely tune the dispensary’s operations as predictable as possible. The Dispensary Manager will be required to evaluate and analyze operations and data weekly, and will address any issues that may arise immediately through a proactive approach.

Equipment records for all inspections and maintenance will be maintained in the dispensary inventory data system. Equipment Logs will be established and maintained for each piece of equipment in the dispensary and will be easily accessible to all personnel. Equipment records will include the date of operation, the person who performed it, the SOP used, and any deviations from the SOP. Records will be kept of scheduled and non-routine repairs performed on equipment, due to failure or malfunction. The record will indicate the nature of the repair, how
and when the need for repair was discovered, and any remedial action taken in response to the repair.

Inventory and transactional records will be accurately kept, analyzed, and retained. Inventory records will help management keep all operations in the Dispensary running smoothly, and transactional records will provide data that can be analyzed in order to establish sales trends, which will help managers predict the flow of inventory for sales and reordering purposes at any given time. Inventory records will contain information about suppliers, customers, date of receipt, receipts, prices. This data is essential for planning. Inventory data records are a vital source of information on how effectively the sales system is being managed; therefore, maintaining these records accurately and keeping them up-to-date will be vital. They will provide detailed evidence of how products flow through the system and can be used to identify where problems may occur, so that corrective action can be taken. Transactional records will provide management with insight into how our products are being received by patients and what we can do to better serve the Pennsylvania patient population.

**EQUIPMENT MAINTENANCE LOGS**

A written record of major equipment cleaning, maintenance, and use shall be included in individual equipment logs that show the date, time, product, lot number of each shipment received. Equipment Maintenance Logs will be kept and maintained. Entries will be made in chronological order. Equipment Maintenance Logs will be kept in close proximity to the corresponding equipment and may include cross-references to other logs such as calibration, cleaning or sanitation logs and any inventory records that are associated with the equipment’s use.

Equipment Maintenance Schedules will be established and the schedules will be maintained in the Equipment Maintenance Logs. Any unscheduled equipment maintenance, due to equipment failure or other issues that may arise, will be recorded in the Equipment Maintenance Logs and noted as unscheduled. The Dispensary Manager will maintain updated copies of all Equipment Maintenance Logs. Any amendment or change to standard operating procedures in terms of protocol for the Maintenance Logs will be circulated and personnel will be trained on the amendments or changes prior to the new protocols being implemented. Equipment Maintenance Logs will include, but are not limited to, the following information:

1) Equipment Identity;

2) Date of last maintenance or calibration, and/or cross-reference to calibration log;

   a. Was the last maintenance scheduled?

      i. If not, the reasoning and maintenance performed

3) Date of next scheduled maintenance;

4) Date of last cleaning or cross reference to the cleaning log;
5) If appropriate, last lot number, or unique identification number the equipment was used for, or cross-reference to batch record;

6) Name(s), Employee ID Number(s), and signature(s) of person(s) performing and double-checking the cleaning and maintenance, and the date the maintenance is performed on;

   a. Date and signature indicates that the work was performed

   b. If the cleaning and maintenance is performed using automated equipment, the name and Employee ID number of the person verifying the cleaning and maintenance done by the automated equipment.

INVENTORY RECORDS

Organic Farmacy shall maintain inventory data in its electronic tracking system about; medical marijuana received from a Grower/Processor. Medical Marijuana dispensed to a patient or caregiver. Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or disposal. Organic Farmacy shall establish inventory controls and procedures to conduct at least monthly inventory reviews and annual comprehensive inventories of medical marijuana at its facility. A written record shall be created and maintained of each inventory which includes the date of the inventory, a summary of the inventory findings, and the names, signatures and titles or positions of the individuals who conducted the inventory.

RECEIPT AND DOCUMENTATION OF COMPLAINTS AND ADVERSE EVENTS

All oral, written, electronic, or other complaints regarding medical marijuana and adverse events will be received by the dispensary Manager. The manager shall notify the Department and the Grower/Processor immediately upon becoming aware of any complaint made to the dispensary by a patient, caregiver or practioner who reports an adverse event from using medical marijuana dispensed by the dispensary. Upon Notification by the Grower/Processor under §1151.42 (relating to complaints about or recall of medical marijuana), the dispensary shall cease dispensing the affected medical marijuana. The dispensary shall coordinate the return of the recalled medical marijuana with the Grower/Processor. The event shall be noted in the Inventory Data record and maintained.

SHIPPING RECORDS

Shipping Records will include the following information:

Transport Manifest

A. A dispensary shall generate a printed or electronic transport manifest that accompanies every transport vehicle and contains the following information.

1. The name address and permit number of the dispensary, and the name of and contact information for a representative of the dispensary who has direct knowledge of the transport.
2. The name, address and permit number of the medical marijuana organization receiving the delivery, and the name of and contact information for a representative of the medical marijuana organization.

3. The Quantity, by weight or unit, of each medical marijuana batch or lot contained in the transport, along with the identification number for each batch or lot.

4. The date and approximate time of departure.

5. The date and approximate time of arrival.

6. The transport vehicles make and model and license plate number.

7. The identification number of each member of the delivery team accompanying the transport.

B. When a delivery team delivers medical marijuana to multiple medical marijuana organizations, the transport manifest must correctly reflect the specific medical marijuana in transit. Each recipient shall provide the dispensary with a printed receipt for the medical marijuana received.

C. All medical marijuana being transported must be packaged in shipping containers and labeled in accordance with §§1151.34 and 1161.28 (relating to packaging and labeling of medical marijuana; and labels and safety inserts)

D. A dispensary shall provide a copy of the transport manifest to the recipient receiving the medical marijuana described in the transport manifest. To maintain confidentiality, a dispensary may prepare separate manifests for each recipient.

E. A dispensary shall, if requested, provide a copy of the printed transport manifest, and any printed receipts for medical marijuana being transported, to the Department or its authorized agents, law enforcement, or other Federal, State or Local government officials if necessary to perform the government officials functions and duties.
EXECUTIVE SUMMARY

Organic Farmacy Management, LLC’s mission is to dispense the highest quality medical marijuana products for qualified Pennsylvania patients who are seeking natural and holistic alternatives to narcotics and pharmaceuticals to treat chronic pain, spasms, mental health conditions, seizures, and for palliative care. Organic Farmacy Management’s management has extensive business management and medical marijuana product development experience. Organic Farmacy Management was a successful Maryland medical marijuana dispensary applicant and is now working with other Maryland dispensaries to create the Organic Farmacy™ network to provide a uniform retail environment where Maryland patients can find safe access to high-quality pharmaceutical grade marijuana products.

Organic Farmacy Management’s business plan starts with an extensive analysis of the Pennsylvania medical marijuana program; Pennsylvania’ demographic, health and mortality data; and market histories in other medical marijuana states. To support this plan, Organic Farmacy Management has recruited a talented team with skills and experience in the application of medical cannabis productions, research and development of novel delivery devices, retail design, operations and promotion and business administration and regulatory compliance. The Company is applying for a dispensary permit with the intention of only opening one dispensary at this time. The Company’s dispensary will be located at 880 West Lancaster Avenue, Bryn Mawr, Pennsylvania in Montgomery County in District 1. The Company’s plan is supported by capitalization necessary to fund facility construction and cash flow operations during the start-up and early operations phases. The Company plans to deliver a successful, sustainable medical marijuana enterprise compliant with Pennsylvania law.

ORGANIC FARMACY MANAGEMENT LEADERSHIP TEAM

ASHLEY G. COLEN, CHIEF EXECUTIVE OFFICER ("CEO") AND MANAGING MEMBER.

Chief Executive Officer, Ashley Colen is responsible for recruiting and supervising professional talent to operate a successful medical marijuana dispensary. Additionally she is responsible for investor development and relations and creating new market connections. Ashley co-founded Organic Farmacy Management, a marijuana business consulting and management company that has written successful applications for dispensary licenses and is currently managing dispensaries for two Company’s successful Maryland dispensary applications. Additionally,
Ashley is CEO and Member of Hippocratic Growth, LLC, which was awarded preliminary licensing approval for a Maryland medical marijuana dispensary in December, 2016.

In 2013, Ashley and Paige Colen co-founded the 3D printing technology accessory company DNAOK, LLC. Ashley is the CEO. Together they successfully raised the necessary capital to fund the development of the technology to create Potent Rope, for which they hold a U.S. utility patent for the first edible marijuana filament made for 3D printing. They have also developed Potent Pouch, a quick dissolving powdered marijuana-infused additive for foods or beverages. Their technology offers medical marijuana patients and caregivers the ability to titrate with precision dosage. Potent Rope is set to start production in Las Vegas, Nevada with a licensed processor.

PAIGE E. COLEN, CHIEF OPERATING OFFICER (“COO”) AND MEMBER

As Chief Operating Officer, Paige is responsible for overseeing the construction of the grow-process facility. She is also responsible for brand development, implementation of financial and inventory control systems, recruitment, training, and supervision of staff, and coordinating with security and transportation contractors. Paige is co-founder of Organic Farmacy Management and actively involved with management of member dispensaries in Maryland.

At 16, Paige was the youngest person to ever be accepted to Villanova University's study abroad program and studied Italian Renaissance Art, Watercolor Painting, and Art Restoration throughout Italy. Paige interned directly under the Head Visual Merchandiser at ESCADA U.K. in London, England. She was recruited by the company for her marketing abilities and intense attention to detail. Her designs were utilized for all ESCADA U.K. retail locations, including the company's top grossing location in the world-renowned department store Harrod’s. Paige now works with VC@VU, an entrepreneur platform that connects Villanova students to alumni for investment and mentoring. Paige dedicates her time to mentoring students and recent graduates on business and entrepreneurship.

In 2011, Paige participated in a water conservation program in Rajasthan, India, which focused on public outreach in order to educate communities about the importance of their natural resources, proper waste disposal, and water conservation.

Paige founded GlutenFreeShipping.com in 2013, a website focused around making a gluten free lifestyle more accessible. Paige is well versed in Internet marketing, SEO content creation, and social media outreach. She has launched two successful smart phone applications. Paige co-founded the 3D printing filament company Potent Rope with her sister Ashley in 2013, they hold a US utility patent for the edible marijuana filament made for standard 3D printers, Paige is the COO. Paige, along with Ashley, continues to develop and innovate new technologies to deliver alternative medicines to those who need them most.

STEPHEN Z. MEEHAN, CHIEF COMPLIANCE OFFICER (“CCO”) AND MEMBER.
As Chief Compliance Officer and General Counsel, Steve’s primary mission is to oversee the financial and regulatory operations of the Company and provide legal advice. Steve graduated from the University of Baltimore School of Law with a Juris Doctorate in 1992, and a Masters in Taxation in 1994. Steve clerked for the Honorable Robert L. Karwacki, Court of Appeals of Maryland, from 1992 to 1993 and practiced in the Office of the Public Defender from 1993 to 1994, before entering private practice.

For the past 21 years, Steve has provided general counsel to business owners and represented individuals and business clients before regulatory agencies, as well as in state and federal court at the trial and appellate levels. In addition to his law practice, he is managing member of Imperial Hotel Management, LLC, the owner of the historic Imperial Hotel in Chestertown, Maryland.

KEVIN J SILVERANG, BUSINESS ADVISOR AND FINANCIAL BACKER

Founding Partner of Silverang Hallowell Development Company, a development company specializing in acquiring and developing value added real estate. Cofounding Partner of Silverang, Donohoe, Rosenzweig & Haltzman, LLC The firm provides sophisticated services for lenders, borrowers, developers, and investors in various real estate acquisition, leasing, construction, development, financing, restructuring and disposition transactions. He has personally developed over $500 million of property and co-founded two multi-million dollar real estate equity funds. He served as Executive Vice President and General Counsel of O’Neill Properties Group where he oversaw a portfolio of real estate with a retail value of over $4 Billion. He served as Managing Partner of law firm Buchanan Ingersoll’s Philadelphia office, Vice Chairman of the firm’s real estate and banking practice, and a member of the executive committee and board of directors. His team there handled more than $1 billion of transactions from 1997 to 2003 for clients, including real estate developers, investors, banks, and corporations. He received his Bachelor of Arts degree from Franklin & Marshall College and his Juris Doctorate from Villanova University Law School, graduating cum laude.

JAMIE L. FLEETWOOD, PHARM. D., CLINICAL DIRECTOR

Jamie L. Fleetwood is a native of Maryland. She was a scholar and athlete at Johns Hopkins University, where she majored in Public Health (B.A., 2002). She graduated from the University of Maryland School of Pharmacy, with a Pharm.D., in 2008. Since gaining her doctorate she has worked as a pharmacist with Walgreens and as a clinical pharmacist for Shore Regional Medical Center in Chestertown, Md. where she provides pharmacy staffing, clinical services, and anticoagulation clinic services. For the past year, Jamie has worked for Safe Chain Solutions to oversee the process of initiating the pharmacy’s roll out. Jamie was in charge of cataloging and organizing all the medications and providing support and monitoring for those with complex and rare conditions.

Jamie has long been interested by the prospects of safe, legal access to medical marijuana for patients who are seeking a natural alternative to narcotics and other pharmaceuticals. Jamie and
her husband lost their first child in 2013 to a rare seizure disorder that caused their son Jetty to have almost constant, violent seizures starting from birth.

JONATHAN LAKE, MARKETING AND PR ADVISOR

Jon Lake is a cancer survivor, and has been cancer free for 20+ years, he maintains that he cured his cancer with marijuana, changing his diet to vegan, and taking his DNA-specific Daily Greens™ supplements. He is a medical marijuana patient advocate from Delaware, and is a Lenape American Native. He has a marijuana related patent pending, 7597910, on compositions and methods for treating prostate disorders by alleviating pain and voiding symptoms, decreasing inflammation and prostate size, reducing cellular proliferation in prostate tissue and/or reducing PSA levels to within a normal range. He has worked with Joe Biden's Cancer Moonshot Program and MC2♀ Moms with Cancer.

PROJECTING GROWTH OF THE PENNSYLVANIA MEDICAL MARIJUANA MARKET

THE PENNSYLVANIA MEDICAL MARIJUANA PROGRAM

It is estimated that up to 250,000 Pennsylvanians will enroll for medical marijuana certification over the next several years. Pennsylvania’s program will give access to processed medical marijuana products, but no flower or edible products, and will be available to registered Pennsylvania patients who have received a recommendation from a registered practitioner. Pennsylvania’s program is broad and intended to provide safe access to marijuana. There is no interstate reciprocity.

Pennsylvania has authorized medical marijuana for treatment of the following conditions:

• Amyotrophic Lateral Sclerosis
• Autism
• Cancer
• Crohn's Disease
• Damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity
• Epilepsy
• Glaucoma
• HIV (Human Immunodeficiency Virus) / AIDS (Acquired Immune Deficiency Syndrome)
• Huntington's Disease
• Inflammatory Bowel Syndrome
• Intractable Seizures
• Multiple Sclerosis
• Neuropathies
• Parkinson's Disease
• Post-traumatic Stress Disorder
• Severe chronic or intractable pain of neuropathic origin or severe chronic or intractable pain in which conventional therapeutic intervention and opiate therapy is contraindicated or ineffective
• Sickle Cell Anemia

In Pennsylvania and the United States, chronic diseases are the main causes of death and disability. Chronic conditions are typically defined as health problems that last 12 months or longer and restrict an individual's self-care, independent living, and social interactions or require ongoing intervention with medical products, services, and special equipment.

CHRONIC DISEASES IN PENNSYLVANIA- AT A GLANCE

• More than 60% of Pennsylvanians suffer from a chronic condition, and almost 70% of all deaths are caused by chronic disease.
• Chronic disease patients account for 80% of all health care costs and hospitalizations, 76% of all physician visits and 91% of all filled prescriptions.
• Only 56% of patients with chronic disease receive the evidence-based care that is recommended for their conditions.
• For 2007, it was projected that avoidable hospital admissions for chronic conditions topped $4 billion in hospital charges, not including emergency room visits.
• The annual economic impact of chronic disease on the Commonwealth due to productivity loss and treatments is estimated to reach $170.2 billion by 2023. Pennsylvania suffers the third highest cancer rate in the country.

Southeast Region 1- Cancer Mortality Rates 2014

• **Berks County**
  Total Population: 411,587
  Male: 494
  Female: 378
  **All Deaths: 872**

• **Bucks County**
  Total Population: 625,255
  Male: 635
  Female: 616
  **All Deaths: 1251**

• **Chester County**
  Total Population: 499,146
  Male: 490
  Female: 428
  **All Deaths: 918**
• Delaware County
  Total Population: 558,726
  Male: 630
  Female: 609
  All Deaths: 1239

• Lancaster County
  Total Population: 519,448
  Male: 539
  Female: 516
  All Deaths: 1055

• Montgomery County
  Total Population: 799,873
  Male: 811
  Female: 864
  All Deaths: 1675

• Philadelphia County
  Total Population: 1,526,006
  Male: 1554
  Female: 1636
  All Deaths: 3190

• Schuylkill County
  Total Population: 148,289
  Male: 214
  Female: 193
  All Deaths: 407

With a total population of 5,088,330, the southeastern region had 10,607 deaths as a result of cancer, which constitutes 2% of the deaths in the Southeast Region in 2014. Philadelphia County had the highest number of cancer related deaths that year with 3,190 deaths.

In 2007, diabetes was the seventh leading cause of death in Pennsylvania with 3,420 diabetes-related deaths. In 2008, 8.8% of Pennsylvania adults age 18 and older had been diagnosed with diabetes, compared to 8.3% of adults nationwide. In Pennsylvania, the direct cost (medical care) and indirect cost (lost productivity and pre-mature mortality) of diabetes totaled about $8.3 billion in 2004.

According to the Philadelphia Department of Health, there are an estimated 30,000 people living with HIV in the greater Philadelphia region. Philadelphians are being infected at a rate five times the national average and at a rate 50% higher than residents of New York City. Approximately 20% of people infected with HIV are not aware and about half are not receiving medical care.

**Cases of people living with HIV by county as of 2014** (according to health.pa.gov):
As of September 30, 2014, Pennsylvania was the home of over 820,000 veterans. According to Veterans Administration studies, 11-20% of veterans suffer from Post-Traumatic Stress Disorder.

**MEDICAL MARIJUANA MARKET GROWTH IN COMPARABLE STATES**

Medical marijuana sales are successful because patients want the benefits and alternative to narcotics and other pharmaceuticals that have harsh side effects and negative impacts on one's body. Currently 28 states have authorized varying degrees of decriminalization of medical marijuana. Some states are highly controlled patient access to medical marijuana and as a result have attracted only minimal patient participation. Other states, including California, are less regulated. Finally, some states, including Arizona, have permitted a controlled growing and dispensary market and have experienced a steady rise in patient participation, but without the "gold rush" effect that has resulted in collapsing prices and saturated market being experienced in the three major recreational states, Colorado, Oregon, and Washington State. Based on consumption numbers across the country, an average of 7.7 persons out of 1000 qualify as a patient in participating states.

It is important to remember that Pennsylvania is a new market restricted only to marijuana-derived and infused process products. Marijuana flower and marijuana-infused edibles are currently not authorized. The state’s law does allow for the Advisory Board to potentially overturn the edible and dry leaf consumption provisions. While the sale of flower dominates processed oils for vaping in those states where flower and processed products are both available, as discussed below, that gap is closing as consumers enjoy the health benefits of vaping while not having to deal with the negative effects of smoking.

**The Arizona Experience.**

Arizona allows sale of marijuana flower and processed marijuana-infused products, while Pennsylvania is limited to non-edible processed products only. Arizona has 130 licensed dispensaries. Pennsylvania intends to allow 150 dispensary locations. The two states have similar age group demographics, though Pennsylvania's population (12.7 million) is nearly twice Arizona's (6.7 million). Pennsylvania has a slightly higher median income ($53,234.00) compared to Arizona ($50,068.00).
The Company analyzed Arizona certified patient application and sales data between January 2013 and July 2015, and has identified the following market segments that will be the focus of the Company's sales efforts.

**Arizona Male Patient Population.**

In Arizona, the certified patient population and active medical marijuana market is dominated by men, who represent 70% of the patient population. The single largest patient group is males, 21-40 years old, which represented 14,500 patients and 27% of the patient population in 2013. That patient group rose to 19,660 patients or 32% of patients in 2014, a 26% increase. This segment is on track to reach 34,000 patients or 34% by the end of 2015, a 42% increase.

**Arizona Female Patient Population.**

In Arizona, women, as a share of the medical marijuana market, are on track to grow from 27% in 2013, to 33% of the market share in 2015. The actual number of female patients grew from 12,937 patients in 2013, to 19,945 patients in 2014, or 35%. Arizona female patients, as a group, are on track to reach 25,000 at the end of 2015, or 33% of the patient population, a 20% gain.

**The Colorado Experience.**

Colorado has a robust medical and recreational market. In Colorado, state regulators report that consumption of non-edible concentrates grew 125% from 2014 to 2015. The most popular form is use of a vape pen. Vaping is clearly the delivery system of the future, replacing smoking flower with inhaling only heated pure marijuana vapor. There is a strong argument that the Pennsylvania no-flower approach will greatly expand the popularity of vaping and build the clinical evidence in its favor.

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**PENNSYLVANIA DISTRICT 1 DEMOGRAPHICS**

The southeast region of Pennsylvania accounts for almost one-third of the state’s population, with almost one-third of the region's population living in the city of Philadelphia. The population per square mile ranges from 551 in Chester County to a high of 10,751 in Philadelphia County. According to the 2014 releases of the U.S. Census Bureau for county population estimates, Philadelphia County was number 23 in the top 100 largest counties nationally with 1,560,297 people.

The southeast region is comprised of a very diverse population, and includes the largest representation of minorities in Pennsylvania, ranging from 7.7% in Bucks County to 54.1% in Philadelphia County.

District 1 is the home of major corporations, banks, and industries and leading colleges and universities. There are six major health systems in the southeast region including: Crozer Keystone, Jefferson, Mercy, North Philadelphia, Temple, Tenet, and University of Pennsylvania. There are over 30 hospitals in Philadelphia County alone.

**Median Southeast Region 1 Household Incomes by County:**

- Berks County-- $53,470
• Bucks County-- $76,828
• Chester County-- $84,741
• Delaware County-- $61,876
• Lancaster County-- $54,765
• Montgomery County-- $76,380
• Philadelphia County-- $36,251
• Schuylkill County-- $42,315

MEDICAL MARIJUANA SALES PROJECTIONS

CONSUMPTION/PRODUCTION ASSUMPTIONS

Using the average patient population ratio, the Company assumes that District 1 will start with a patient population of 40,000 in a market being served by between 10 and 30 dispensaries. When accounting for the regional demographic and economic data, and supported by the medical conditions in District 1, the Company adopts a 2000 patient/dispensary starting population. This results in projected demand of 70 pounds of medical marijuana per month per dispensary with the estimate of 630 pounds sold in 2018 and reaching over 1000 pounds in 2020.

<table>
<thead>
<tr>
<th>Patient Population</th>
<th>Statewide</th>
<th>Growth</th>
<th>Projections</th>
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<tbody>
<tr>
<td>Potential Customers</td>
<td>Growth 20%</td>
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<tr>
<td>Registered Patient</td>
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<td></td>
</tr>
<tr>
<td>Population</td>
<td></td>
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</table>

TYPES OF PRODUCTS

The Company is focused on cultivating strains of marijuana most effective for medical marijuana applications. The Company will start by growing 24 different strains of marijuana. The goal is to improve through plant breeding the best strains to meet satisfactory content profiles of Cannabidiol (CBD), Δ-9 Tetrahydrocannabinol (THC), and the other phytocannabinoids for the marketplace of Pennsylvania.

The Company's research and development team is focused and funded, and intends to bring cutting edge biopharmaceutical products to market for the patients of Pennsylvania.

In addition, the Company has acquired the exclusive rights to manufacture Potent Rope, (pending approval of the department), that gives the ability to patients to precision dose themselves by means of 3D printing their medication.

MARKETING STRATEGY

With the motto of "The Patient is Paramount," the Company will deploy several strategies that
are intended to create community, physician and patient awareness about the benefits and risks of medical marijuana; assist in the education about the process to becoming qualified and locating dispensaries or caregivers who can provide the highest quality medical marijuana-infused products to the patients within the state of Pennsylvania:

**Direct Physician contact.** Our education team led by Jamie L. Fleetwood, Pharm.D., will meet with physicians, nurse practitioners, and other medical professionals who come into direct contact with patients seeking alternative, non-narcotic, non-addictive solutions to their pain and discomfort and provide one-on-one consulting and educational programs for medical professionals.

**Direct Patient contact.** Our education team will be available at associated dispensaries to provide individual counseling and group education presentations to patients regarding the use and benefits of medical marijuana, the certification process, and developing a use plan that advances the patient's overall wellness objectives.

**Educational material.** The Company will distribute educational materials developed by Jamie L. Fleetwood, Pharm.D. who has utilized her highly qualified professional network of associates to source information on best practices and responsible strategies, as well as educational materials developed by Americans for Safe Access to inform the community, physicians, patients and caregivers of Pennsylvania.

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**SALES FORECAST**

Relying on patient population growth in other medical cannabis states, the Company believes 10% growth annually during the maturing of the market is conservative. Arizona and Colorado are similar to Pennsylvania in population size, qualifying patient profiles, and other demographic factors. One difference is that Pennsylvania's median income is a third higher than Arizona's. Pennsylvania achieved medical marijuana legalization through bi-partisan legislation, unlike Arizona and Colorado that were by ballot initiatives disapproved by their governors or legislatures. Pennsylvania's physician and patient adoption rates should be strong: legalized medical marijuana is supported by our elected leaders and welcomed by local governments, and receives positive media coverage as citizens seek safe alternatives to narcotics and other pharmaceuticals in the face of a narcotic addiction epidemic. The Company has considered several sources for developing projections. The Company believes that the Pennsylvania market growth projections are conservative based on the actual history in Arizona. The Company will focus on these three market segments to maximize growth during the next five years.

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
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<td><strong>Unit Sales</strong></td>
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<tr>
<td>Average Purchases by pound</td>
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<td>630</td>
<td>924</td>
<td>1,016</td>
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<td>Total Unit Sales</td>
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<td>1,120</td>
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<th><strong>Unit Prices</strong></th>
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<th>2019</th>
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<td>Average Purchases by pound</td>
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<td>$5,600.00</td>
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THE ROAD TO SUCCESS: PROFIT AND LOSS PROJECTIONS

INTRODUCTION

The Company has developed a plan that will meet the program requirement to be operational within 6 months from the date the permit is issued. The Company will fund renovations of the dispensary facility and start-up operations during 2017 and 2018 through paid-in capital. For the purposes of projections, the Company has assumed that permit notices will be issued on or before July 1, 2017 and the Company’s dispensary will be operational within six months and will have medical marijuana product available for dispensing by April 1, 2018. Relying on market data in other medical marijuana states, the Company has made conservative sales projections of 630 pounds in 2018 and growing to over 1100 pounds annually in 2021.

REVENUE PROJECTIONS

Revenue projections are derived from sales projections discussed in Section II at a per pound price assumption of $2,800/lb., an amount determined from a review of market trends and interviews with growers, processors and dispensary operators in medical marijuana states. Based on the projection of 630 pounds sold in 2018, the Company projects net revenues of $1.76 Million. By 2021, the Company projects annual sales to reach to 1100 pounds and net revenues to exceed $3 Million.

EXPENSE PROJECTIONS

When fully operational, the Company projects it will employ a technical staff of at least 13 persons working at its dispensary. The Company projects that the dispensary it will be fully operational by close of 2017 and anticipates sales to commence by April 1, 2018. The Company estimates $230,000 in non-capital start-up expenses in 2017. The Company estimates once the market has had an opportunity to develop, annual operating expenses will rise at $730,0000, reflecting over $500,000 in payroll-related expenses, and then remain relatively constant.
Based on the sales, revenues and expense projections, the Company projects reaching positive cash flow during 2018. Even the actual results are less robust, the Company projects a break-even point at monthly sales of 395 pounds annually. As discussed above, the Company is confident that sales will be stronger based on market histories of other states. Once the market gains traction, profitability will follow.

### Pro Forma Profit and Loss

<p>| Year | Sales | Direct Cost of Sales | Production Payroll | Production Payroll Taxes | Production Health Care | Production WCC | Production Facility Utilities | Production Facility Security | Production Facility Rent | Production Facility Insurance | Nutrition and other consumables, etc. | Total Cost of Sales | Gross Margin | Gross Margin % | Operating Expenses |
|------|-------|----------------------|--------------------|--------------------------|------------------------|---------------|-------------------------------|-------------------------------|----------------------|-----------------|-------------------|---------------------------------------|-------------------|---------------|----------------|-------------------|
| 2017 | $0    | $0                   | $249,156           | $37,373                  | $60,000                | $13,079       | $144,000                      | $0                            | $0                   | $6,000          | $0                | $548,808                  | ($548,808)       | 0.00%         | 82.12%         | 87.09%            |
| 2018 | $13,482,000 | $0                   | $947,112           | $140,700                | $120,000               | $49,236       | $288,000                      | $0                            | $438,000             | $12,000         | $263,240         | $2,410,928                | $11,071,072      | 87.09%        | 87.72%         | 88.34%            |
| 2019 | $19,773,600 | $0                   | $996,687           | $149,503                | $120,000               | $52,326       | $288,000                      | $0                            | $438,000             | $12,000         | $289,315         | $2,552,497                | $17,221,103      | 87.72%        | 87.72%         | 88.34%            |
| 2020 | $21,750,960 | $0                   | $1,054,417         | $158,165                | $120,000               | $55,360       | $288,000                      | $0                            | $438,000             | $12,000         | $318,245         | $2,670,853                | $19,080,107      | 87.72%        | 87.72%         | 88.34%            |
| 2021 | $23,926,056 | $0                   | $1,107,098         | $166,065                | $120,000               | $58,125       | $288,000                      | $0                            | $438,000             | $12,000         | $350,070         | $2,789,358                | $21,136,698      | 88.34%        | 88.34%         | 88.34%            |</p>
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<th>Category</th>
<th>1Q 2022</th>
<th>2Q 2022</th>
<th>3Q 2022</th>
<th>4Q 2022</th>
<th>2022 Total</th>
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<td>$113,333</td>
<td>$125,000</td>
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<td>Health Insurance (non-production)</td>
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<td>Transportation - Independent Contractor and expenses</td>
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<td>(electric/telco)</td>
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<td>Other %</td>
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<td><strong>$2,067,419</strong></td>
<td><strong>$2,254,843</strong></td>
<td><strong>$2,718,630</strong></td>
</tr>
<tr>
<td>Profit Before Interest and Taxes</td>
<td><strong>($1,052,970)</strong></td>
<td><strong>$9,323,309</strong></td>
<td><strong>$15,153,684</strong></td>
<td><strong>$16,825,264</strong></td>
<td><strong>$18,418,068</strong></td>
</tr>
<tr>
<td>EBITDA</td>
<td><strong>($1,052,970)</strong></td>
<td><strong>$9,323,309</strong></td>
<td><strong>$15,153,684</strong></td>
<td><strong>$16,825,264</strong></td>
<td><strong>$18,418,068</strong></td>
</tr>
<tr>
<td>Interest Expense</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Taxes Incurred</td>
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<tr>
<td>Other Income</td>
<td>$0</td>
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<tr>
<td><strong>Total Other Income</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
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<tr>
<td>Other Expense</td>
<td>$0</td>
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<tr>
<td>Other Expense Account Name</td>
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<td>$0</td>
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<td>$0</td>
</tr>
<tr>
<td><strong>Total Other Expense</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>Net Other Income</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>Net Profit</strong></td>
<td><strong>($1,052,970)</strong></td>
<td><strong>$9,323,309</strong></td>
<td><strong>$15,153,684</strong></td>
<td><strong>$16,825,264</strong></td>
<td><strong>$18,418,068</strong></td>
</tr>
<tr>
<td><strong>Net Profit/Sales</strong></td>
<td><strong>0.00%</strong></td>
<td><strong>69.15%</strong></td>
<td><strong>76.64%</strong></td>
<td><strong>77.35%</strong></td>
<td><strong>76.98%</strong></td>
</tr>
</tbody>
</table>