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): chester
County 2 (if applicable): bucks
County 3 (if applicable): delaware
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 Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:

☒

Primary Contact, or ☐ Registered Agent for this Application

Name:

☒

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

☒
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>City: west chester</th>
<th>State: PA</th>
<th>Zip Code: 19380</th>
</tr>
</thead>
<tbody>
<tr>
<td>County: chester</td>
<td>Municipality: west Goshen township</td>
<td></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:

Our west chester location has the following public access and transportation: 4 bus stops within 1,500 feet; including a stop directly across from the location; major road / thoroughfare access; is less than 2,500 feet from the hwy 3 and hwy 202 intersection; according to DOT estimates has over 30,000 vehicles daily; is centrally located in the region which provides ease of access to all patients within the region; is central to hwys 322, 100, and 30, providing ease of access regardless of direction traveled; is reasonably close enough to urban centers and commercial/retail developments that patients in the surrounding area can easily reach it on foot; is directly within range of a major hospital.

Second Dispensary Location

<table>
<thead>
<tr>
<th>City: doylestown</th>
<th>State: PA</th>
<th>Zip Code: 18901</th>
</tr>
</thead>
<tbody>
<tr>
<td>County: bucks</td>
<td>Municipality: plumstead township</td>
<td></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:

Location has the following public access and transportation: 2 bus stops within 1,500 feet; including a stop directly across from the location at a heavily trafficked commercial center; major road / thoroughfare access; is less than 2,500 feet from the hwy 611 and 313 intersection; near to hwy 202; is centrally located in the region providing ease of access regardless of direction traveled; is reasonably close enough to urban centers and commercial/retail developments that patients in the surrounding area can easily reach it on foot.

Third Dispensary Location

<table>
<thead>
<tr>
<th>City: wayne</th>
<th>State: PA</th>
<th>Zip Code: 19087</th>
</tr>
</thead>
<tbody>
<tr>
<td>County: delaware</td>
<td>Municipality: radnor</td>
<td></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:

Location has the following public access and transportation: 2 bus stops within 1000 feet; including a stop directly across from the location within 250 feet; a train station within 2,000 feet; major road / thoroughfare access; is directly located on hwy 30; has nearby access to interstate 476; is centrally located in the region, providing ease of access regardless of direction traveled; is reasonably close to urban.
centers and commercial/retail developments that patients in the surrounding area can easily reach on foot;

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 BUSINESS, MINORITY-OWNED BUSINESS, AND WOMEN-OWNED BUSINESS AS THOSE TERMS ARE DEFINED IN 74 PA. C.S. § 303(b); AND A SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS OR VETERAN-OWNED SMALL BUSINESS AS THOSE TERMS ARE DEFINED IN 51 PA. C.S. § 9601.

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.

Diversity Overview
The diversity status of the Principals, Operators, Financial Backers, and Employees of the Medical Marijuana Organization.

Our organization is comprised of a diverse group of principles, which includes local outstanding members of the community. Our principle team includes partial female ownership, as well as males, and are self-providing the primary finances for the project. While the ethnic background is primarily Caucasian, the principles are of various ethnic descent within this group, and are of varying religious practice. The principles are experienced in management of diverse workforce practices, persons, and groups, and actively encourage affirmation action and diverse hiring, mentoring, and professional development.

The operators and employees will be comprised of multiple diverse persons— including principles as general management, and a diversity oriented employee roster, to be ensured by our affirmative action plan, and by utilization of a diversity training program, as well as an affirmative action compliance assistance group to be implemented by professional groups including on site and online workshops and programs. Three of our intended primary employees (pharmacists) are women, with outstanding records and credentials. They are long time PA residents, and have contributed highly to the community. A member of our consulting advisory board is of African descent, and held a ‘head of oncology’ position with a fortune 100 company for several years.

Our full time security / surveillance monitoring and full-time security guard provider is minority owned and operated, and certified by the Minority Supplier Development Council. “Some of the many recruitment resources we actively use include: Veterans Administration and other Veterans organizations, open houses, police and fire departments”

Another goal we have established is to utilize local veteran’s assistance and support groups as a recruiting center, with open invitations to all members to apply for opportunity within our company.
Our full time security agents are recruited with the following mantra: “Some of the many recruitment resources we actively use include: Veterans Administration and other Veterans organizations, open houses, police and fire departments”

An official affirmative action plan for the Medical Marijuana Organization.

AFFIRMATIVE ACTION PROGRAM

- Organizational Profile
- Job Group Analysis
- Utilization Analysis
- Placement of Incumbents in Job Groups
- Determining Availability
- Comparing Incumbency to Availability
- Placement Goals
- Additional Required Elements
- Designation of Responsibility for Implementation
- Identification of Problem Areas
- Action-Oriented Programs
- Internal Audit and Reporting System
- Support Data
- General Requirement (optional inclusion in AAP)
- Guidelines on Discrimination because of Religion or National Origin
- Organizational Display

(OUR COMPANY- Projected Status – Currently only principles are employed)
(intended upon final hiring phase; includes principals and recruited pharmacists) (note: “V” next to a digit indicates veteran status)

<table>
<thead>
<tr>
<th>DEPARTMENT/WORK UNIT: All</th>
<th>M</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ob Title</td>
<td>Wage Rate</td>
<td>EEO-1 Category</td>
</tr>
<tr>
<td>CEO</td>
<td>p</td>
<td>P/m</td>
</tr>
<tr>
<td>General Manager</td>
<td>p</td>
<td>p/M</td>
</tr>
<tr>
<td>COO</td>
<td>p</td>
<td>p/m</td>
</tr>
<tr>
<td>CCO</td>
<td>p</td>
<td>p/m</td>
</tr>
<tr>
<td>CFO</td>
<td>p</td>
<td>p/m</td>
</tr>
<tr>
<td>advisors</td>
<td>a</td>
<td>c</td>
</tr>
<tr>
<td>Product managers</td>
<td>s</td>
<td>p/m</td>
</tr>
<tr>
<td>Reception/intake</td>
<td>s</td>
<td>b/c</td>
</tr>
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</table>
**Pennsylvania Department of Health**  
**Medical Marijuana Dispensary Permit Application**

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Wage Rate</th>
<th>Total Employees</th>
<th>Total White</th>
<th>Black/AA</th>
<th>Asian/PI</th>
<th>American Indian/AN</th>
<th>Hispanic</th>
<th>Total White</th>
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<th>Asian/PI</th>
<th>American Indian/AN</th>
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<td>1</td>
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<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>General Manager</td>
<td>s/p/M</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<td>1</td>
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<td>1</td>
</tr>
<tr>
<td>COO</td>
<td>p/p/m</td>
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<td>1</td>
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<td>CCO</td>
<td>p/p/m</td>
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<td>ic/p/m</td>
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<td>5</td>
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<td>1</td>
<td>5</td>
<td>5</td>
<td>4</td>
<td>1</td>
<td>1</td>
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<tr>
<td>Product managers</td>
<td>s/p/m</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>3</td>
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</tr>
<tr>
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<td></td>
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<td>1</td>
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<td></td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>technicians</td>
<td>s/T</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
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</tbody>
</table>

**Job Group Analysis:**  
**Listing of Job Titles**

<table>
<thead>
<tr>
<th>Job Titles</th>
<th>Job Group Name</th>
<th>EEO-1 Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Managers/principles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patient Advisory/Consulting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1

Officials & Managers
Utilization Analysis:
Placement of Incumbents in Job Groups (current including principles and recruited pharmacists and advisory committee members)

<table>
<thead>
<tr>
<th>Job Group</th>
<th>Total # of Incumbents</th>
<th># of Females</th>
<th>Female Incumbency %</th>
<th># of Minorities</th>
<th>Minority Incumbency %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>14</td>
<td>4</td>
<td>44.4</td>
<td>1</td>
<td>11.1</td>
</tr>
<tr>
<td>2</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Determining Availability

<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Minority</td>
<td>Female</td>
<td>Minority</td>
<td>Female</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>1. Percentage of minorities or women with requisite skills in the reasonable recruitment area</th>
<th>11.81%</th>
<th>50.9%</th>
<th>75%</th>
<th>8.25%</th>
<th>38.17%</th>
<th>2010 Census Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Percentage of minorities or women among those promotable, transferable, and trainable within the organization.</td>
<td>11.1%</td>
<td>44.4%</td>
<td>25%</td>
<td>7.75%</td>
<td>11.1%</td>
<td>Current principles and recruited persons</td>
</tr>
<tr>
<td>Totals:</td>
<td>50%</td>
<td>19.93%</td>
<td>44.16%</td>
<td>100%</td>
<td>19.93%</td>
<td>44.16%</td>
</tr>
</tbody>
</table>

### Comparing Incumbency to Availability and Establishing Placement Goals

<table>
<thead>
<tr>
<th>Job Group</th>
<th>Female Incumbency %</th>
<th>Female Availability %</th>
<th>Establish Goal?</th>
<th>If Yes, Goal for Females</th>
<th>Minority Incumbency %</th>
<th>Minority Availability %</th>
<th>Establish Goal?</th>
<th>If Yes, Goal for Minorities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>44.4</td>
<td>50.9</td>
<td>No</td>
<td></td>
<td>11.1%</td>
<td>11.8%</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>50.9</td>
<td>50.9</td>
<td>Yes</td>
<td>50</td>
<td></td>
<td>11.8%</td>
<td>Yes</td>
<td>60%</td>
</tr>
<tr>
<td>3</td>
<td>50.9</td>
<td>50.9</td>
<td>Yes</td>
<td>40%</td>
<td></td>
<td>11.8%</td>
<td>Yes</td>
<td>60%</td>
</tr>
<tr>
<td>4</td>
<td>50.9</td>
<td>50.9</td>
<td>Yes</td>
<td>33%</td>
<td></td>
<td>11.8%</td>
<td>Yes</td>
<td>33%</td>
</tr>
</tbody>
</table>

### Designation of Responsibility for Implementation

**Responsibilities of the Equal Employment Opportunity Manager:**

- The Personnel Manager has the responsibility for designing and ensuring the effective implementation of (OUR COMPANY’s) Affirmative Action Program (AAP). These responsibilities include, but are not limited to, the following:
  
  - Developing Equal Employment Opportunity (EEO) policy statements, affirmative action programs and internal and external communication procedures;
  
  - Assisting in the identification of AAP/EEO problem areas;
Assisting management in arriving at effective solutions to AAP/EEO problems;

Designing and implementing an internal audit and reporting system that:

- Measures the effectiveness of OUR COMPANY’s program;
- Determines the degree to which AAP goals and objectives are met; and
- Identifies the need for remedial action;

Keeping OUR COMPANY’s General Manager informed of equal opportunity progress and reporting potential problem areas within the company through quarterly reports;

Reviewing the company’s AAP for qualified minorities and women with all managers and supervisors at all levels to ensure that the policy is understood and is followed in all personnel activities;

Auditing the contents of the company’s bulletin board to ensure compliance information is posted and up-to-date; and

Serving as liaison between OUR COMPANY and enforcement agencies.

Responsibilities of Managers and Supervisors:

It is the responsibility of all managerial and supervisory staff to implement OUR COMPANY’s AAP. These responsibilities include, but are not limited to:

- Assisting in the identification of problem areas, formulating solutions, and establishing departmental goals and objectives when necessary;
- Reviewing the qualifications of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer, and termination actions occur; and
- Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee’s performance of his or her duties and responsibilities.

Identification of Problem Areas

<table>
<thead>
<tr>
<th>Areas of Concern</th>
<th>Corrective Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Low minority and female applicant rate resulting from demographic makeup</td>
<td>No later than July 1, 2017, notify management and professional recruitment sources, in writing, of OUR COMPANY’s interest in attracting qualified minorities and women to apply for job openings.</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>Include veterans and service disabled veterans</td>
<td>No later than July 1, 2017, notify management and professional recruitment sources, in writing, of OUR COMPANY’s interest in attracting qualified candidates to apply for job openings. Utilize community relationships with veteran’s groups to locate candidates</td>
</tr>
</tbody>
</table>

**Action-Oriented Programs**

OUR COMPANY has instituted action programs to eliminate identified problem areas and to help achieve specific affirmative action goals. These programs include:

- Conducting annual analyses of job descriptions to ensure they accurately reflect job functions;
- Reviewing job descriptions by department and job title using job performance criteria;
- Making job descriptions available to recruiting sources and available to all members of management involved in the recruiting, screening, selection and promotion processes;
- Evaluating the total selection process to ensure freedom from bias through:
- Reviewing job applications and other pre-employment forms to ensure information requested is job-related;
- Evaluating selection methods that may have a disparate impact to ensure that they are job-related and consistent with business necessity;
- Training personnel and management staff on proper interview techniques; and
- Training in EEO for management and supervisory staff;
• Using techniques to improve recruitment and increase the flow of minority and female applicants. OUR COMPANY presently undertakes the following actions:

• Include the phrase "Equal Opportunity/Affirmative Action Employer" in all printed employment advertisements;

• Place help wanted advertisement, when appropriate, in local minority news media and women’s interest media;

• Disseminate information on job opportunities to organizations representing minorities, women and employment development agencies when job opportunities occur;

• Encourage all employees to refer qualified applicants;

• Actively recruit at secondary schools, junior colleges, colleges and universities with predominantly minority or female enrollments; and

• Request employment agencies to refer qualified minorities and women;

• Hiring a statistical consultant to help OUR COMPANY perform a self-audit of its compensation practices; and

• Ensuring that all employees are given equal opportunity for promotion. This is achieved by:

• Posting promotional opportunities;

• Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions and opportunities for job rotation or transfer; and

• Evaluating job requirements for promotion.

Internal Audit and Reporting System

The Personnel Manager has the responsibility for developing and preparing the formal documents of the AAP. The Personnel Manager is responsible for the effective implementation of the AAP; however, responsibility is likewise vested with each department manager and supervisor. OUR COMPANY’s audit and reporting system is designed to:

• Measure the effectiveness of the AAP/EO program;

• Document personnel activities;

• Identify problem areas where remedial action is needed; and

• Determine the degree to which OUR COMPANY’s AAP goals and objectives have been obtained.

The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity for all individuals without regard to their race, color, sex, sexual orientation, gender identity, religion, or national origin:

• Recruitment, advertising, and job application procedures;
• Hiring, promotion, upgrading, award of tenure, layoff, recall from layoff;
• Rates of pay and any other forms of compensation including fringe benefits;
• Job assignments, job classifications, job descriptions, and seniority lists;
• Sick leave, leaves or absence, or any other leave;
• Training, apprenticeships, attendance at professional meetings and conferences; and
• Any other term, condition, or privilege of employment.

The following documents are maintained as a component of OUR COMPANY’s internal audit process:

• An applicant flow log showing the name, race, sex, date of application, job title, interview status and the action taken for all individuals applying for job opportunities;
• Summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification;
• Summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants for each position;
• Maintenance of employment applications (not to exceed one year); and
• Records pertaining to OUR COMPANY’s compensation system.

OUR COMPANY’s audit system includes a quarterly report documenting OUR COMPANY’s efforts to achieve its EEO/AAP responsibilities. Managers and supervisors are asked to report any current or foreseeable EEO problem areas and are asked to outline their suggestions/recommendations for solutions. If problem areas arise, the manager or supervisor is to report problem areas immediately to the Personnel Manager. During quarterly reporting, the following occurs:

The Personnel Manager will discuss any problems relating to significant rejection ratios, EEO charges, etc., with the General Manager; and

The Personnel Manager will report the status of the OUR COMPANY’s AAP goals and objectives to the General Manager. The Personnel Manager will recommend remedial actions for the effective implementation of the AAP.

<table>
<thead>
<tr>
<th>OFCCP Category: Officials and Managers</th>
<th>Job Group: 1</th>
<th>External Hires</th>
<th>External Applicants</th>
<th>Promotions – Into Job Group</th>
<th>Promotions - Within Job Group</th>
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## OFCCP Category: Officials and Managers
### Job Group: 1

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<th>Recalls</th>
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## OFCCP Category: 
### Job Group: 2

|                         | External Hires | External Applicants | Promotions – Into Job Group | Promotions – Within Job Group |
|-------------------------|---------------|---------------------|----------------------------|--|---|---|
|                         | MALES | FEMALES | MALES | FEMALES | MALES | FEMALES | MALES | FEMALES |
| White                   |       |         |       |         |       |         |       |         |
| Black/African American  |       |         |       |         |       |         |       |         |
| Asian/Pacific Islander  |       |         |       |         |       |         |       |         |
| American Indian/Alaskan Native |   |       |       |         |       |         |       |         |
| Hispanic                |       |         |       |         |       |         |       |         |
**Pennsylvania Department of Health**

**Medical Marijuana Dispensary Permit Application**

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**OFCCP Category: Group: 3**

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<tr>
<td>Race Missing or Unknown</td>
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<td>TOTAL (count each person once only)</td>
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**Pennsylvania Department of Health**
**Medical Marijuana Dispensary Permit Application**

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**Applicant Flow Log**

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<th>ACTION TAKEN (H/NH)) &amp; DATE</th>
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**Support Data**

**ANALYSIS OF AFFIRMATIVE ACTION PROGRAM PROGRESS:** [ ] PRIOR YEAR AAP  [ ] CURRENT YEAR AAP

<table>
<thead>
<tr>
<th>JOB GROUP*</th>
<th>GOAL PLACEMENT RATE (%)**</th>
<th>ACTUAL PLACEMENT RATE (%)***</th>
<th>ANALYSIS OF GOOD FAITH EFFORTS</th>
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<tr>
<td>MINORITY</td>
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<tr>
<td>FEMALE</td>
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</table>

*Legend: Y – Yes N – No H – Hired NH – Not Hired

**Guidelines on Discrimination Because of Religion or National Origin**

It is the policy of OUR COMPANY, Inc. to take affirmative action to insure that applicants are employed, without regard to their religion or national origin. Such action includes, but is not limited to the following employment practices: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training.
Employment practices have been reviewed to determine whether members of the various religions and/or ethnic groups are receiving fair consideration for job opportunities. Attention has been directed toward executive and middle management levels.

The policy concerning OUR COMPANY’s obligation to provide equal employment opportunity without regard to religion or national origin is communicated to all employees via employee handbooks, policy statement and the Affirmative Action Program. Internal procedures have been developed in this program to insure that OUR COMPANY’s obligation to provide equal employment opportunity without regard to religion or national origin is being fully implemented. Employees are informed at least annually of OUR COMPANY’s commitment to equal employment opportunity for all persons, without regard to religion or national origin. Recruiting sources have been informed of our commitment to provide equal employment opportunity without regard to religion or national origin.

Employment records of all employees are reviewed to determine the availability of promotable and transferable employees. Contacts with religious and ethnic organizations will be made for purposes of advice, education, technical assistance and referral of potential employees as necessary to accomplish the purpose of this program. OUR COMPANY engages in recruitment activities at educational institutions with substantial enrollments of students from various ethnic and religious groups. Ethnic and religious media may be used for employment advertising. Reasonable accommodations to the religious observances and practices of employees or prospective employees will be made, unless doing so would result in undue hardship. In determining whether undue hardship exists, factors such as the cost to the company and the impact on the rights of other employees would be considered.

Internal diversity goals adopted by the Medical Marijuana Organization.

- Ensure a diverse workplace
- Ensure a company culture of acceptance, tolerance, respect, and care
- Promote and support diverse groups and organizations within the community
- Periodically audit the organization and measuring the results
- Monitoring records of all personnel activity, including referrals, placements, transfers, promotions, termination, and compensation at all levels
- Requiring managers to periodically report on their efforts to meet goals – review report results with all levels of management
- Advise top administration of program effectiveness and submitting recommendations to improve unsatisfactory performance
- Ensure equal pay for job categories and experience without disparity between groups

A plan for diversity-oriented outreach or events the Medical Marijuana Organization will conduct during the term of the permit.

Our company will conduct the following outreach and events:

- Utilization of a ‘diversity training’ specialty service to incorporate best practices, cultural acceptance, respect, and promotion of a diverse workplace. This service is to be used initially to ensure best hiring and management practices during the startup phase of our company,
and will be used to educate employees on an initial basis upon conclusion of initial hiring, and on an ongoing basis as the team increases in size.

- Utilization of diversity group recruitment services, job fairs, colleges, adult learning centers, and open houses for employees during the preliminary hiring phase, and on an ongoing basis as the team increases in size to ensure our affirmative action and diversity goals are met and exceeded.
- Charitable donations to veterans groups and service disabled veteran recovery, as well as participation in ongoing treatment/cannabinoid therapy and progress assessments, with anonymous data shares with medical specialists and cannabis experts. We also aim to utilize these veteran’s groups as labor force recruiting centers and invite all members to apply for opportunity within our team.
- Charitable donations to groups which provide ongoing opportunity and development for diverse groups in the areas of education and employment.

Contracts with diverse groups and the expected percentage and dollar amount of revenues that will be paid to the diverse groups.

- Our company and facilities will utilize a number of diverse groups for the construction and ongoing operations- Our contracting construction firm is utilizing subcontractors which are officially listed as ‘diverse and/or disadvantaged business groups’ in the commonwealth of PA, which are minority, veteran, and women owned.
- Three of our intended primary employees (pharmacists) are women, with outstanding records and credentials. They are long time PA residents, and have contributed highly to the community.

Any materials from the Medical Marijuana Organization’s mentoring, training, or professional development programs for diverse groups.

- Our company will serve to afford equal opportunity and employment to all groups, and to mentor, train, and professionally develop all members of our team to help them achieve further success. All employees will be invited to participate in regular meetings which further their business experience, education, and ability to ascend from their employee position to management and entrepreneurship.
- Mentoring/Professional development workshops for all employees; including onsite education, webinars, and at-home opportunities for participants to become educated, promoted, and enabled to progress to the entrepreneurial level regardless of their
background or current status. Our goal is to enable participants to ascend their position and ability, and allow them to operate, manage, or own any business, as well as practical and specialty information which will allow them to operate, manage, or own a cannabis based business.

- Opt-in programs include:

- Per the intended provider; Cornell University Professional Development Series:
  - **“THE 7 HABITS OF HIGHLY EFFECTIVE PEOPLE**
  - The 7 Habits program is a dynamic training experience to increase both personal and professional effectiveness.
  - **COMMUNICATION**
  - The objective of the certificate program is to provide participants with a baseline competency in today’s most critical workplace skill—communication.
  - **CUSTOMER SERVICE**
  - Quality service provides efficiencies, promotes healthy working relations, and reduces stress.
  - **TIME MANAGEMENT**
  - Getting the most out of every hour in a day is a constant challenge in our busy work world. This value packed training program explains the fundamentals of time management.
  - **PROJECT MANAGEMENT ESSENTIALS**
  - ...will help participants consistently complete projects successfully by teaching them to implement a disciplined process to execute projects and to master informal authority.
  - Additional workshops, mentoring, and professional development to be held by principles, specialty groups, and accredited professional development groups:
    - Training seminars for base level employees; with the progression into higher responsibility and management
    - Managerial concepts and practices
    - Entrepreneurship 101; business understanding and practices; how to start and operate a business; business administration; finance management and raising capital
    - Special considerations for managing and/or operating a cannabis based business
    - Ongoing education and professional development classes will be encouraged utilizing accredited higher learning organizations, with incentives and assistance provided by our company to participants

Any other information that demonstrates the Medical Marijuana Organization’s commitment to diversity practices.

A group which promotes, educates, and provides diversity based training and practices shall be utilized to ensure our company establishes and maintains best practices and affirmative action planning.

Per the diversity training provider collateral:
- “Diversity in Action Course
- Managing and benefiting from a varied workforce
Positioning your product or service to a diverse consumer base
Developing and promoting a positive corporate identity
Diversity Training: Beyond Tolerance
What’s Covered in the Diversity Benefits Course?
Our modules cover a broad range of concepts to address the issues that face a diverse workforce:
Equal Opportunity, Affirmative Action and Diversity: What are your responsibilities under the law?
Understanding and managing unconscious and conscious biases: How uncovering hidden biases opens the door for inclusion
Acceptance versus Assimilation: Move past requiring others to conform; learn how to go from tolerating to accepting and embracing diversity
Beyond the Law: As you promote diversity in your workforce, go beyond what the law requires, and create a culture of inclusion
The importance of a positive cultural identity: How your corporate identity translates to productivity and success

Hiring High Quality Diverse Candidates
Our diversity training guide for hiring presents supervisors with advice on how to find applicants with a variety of backgrounds, experience, and expertise.

Hiring managers will learn:
How and where to place effective employment ads by employing word-of-mouth and community networks, as well as conventional job-posting outlets
Guidance about remaining open and understanding of various cultural differences regarding the application and interview processes
Strategies to create an inclusive environment before applicants even step foot in the office

Leading a Diverse Organization Course
Diversity Courses for a Global Market
Creating a culture that capitalizes on differences begins with workplace diversity training. Workplace Answers’ diversity programs help staff and managers approach diversity issues with a wide range of topics, including:

- Legal obligations and regulatory requirements
- Harassment and discrimination
- Impact versus intent
- Recognizing and overcoming stereotypes and implicit bias
- Creating a culture of respect and inclusion

Diverse Team Building Course
- Productivity: Help managers overcome biases to build effective and motivated teams
- Development: Utilize an expanded range of ideas a diverse workforce offers
- Marketing: Glean a better understanding of how products are perceived and purposeful
- Corporate Identity: Create a positive corporate identity. People want to work for you, and customers want to buy from you when you have a reputation for fairness and inclusion

Transition to Respect Course
Course Details
The Transition to Respect online course follows federal laws pertaining to the 1964 Civil Rights Act (Title VII and Title IX), guidelines and best practices to teach employees:

- The differences between gender identity and sexual orientation
- The history and best practices regarding bathroom policies
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- Which pronouns to use when addressing a transgender person
- The legal protections afforded to individuals related to gender identity and expression
- The challenges that transgender and intersex individuals face in the workplace

A workforce utilization report including the following information for each job category within the Medical Marijuana Organization:

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<th>Job Title</th>
<th>Incumbents</th>
<th>Total Employees</th>
<th>Total men</th>
<th>Total women</th>
<th>Total veterans</th>
<th>Total service disabled veterans</th>
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</table>

Highlighted fields reflect Intended hiring goals per availability & incumbency determination goals

A narrative description of your ability to record and report on the components of the diversity plan. Our chief operating officer (COO) shall ensure that all diversity practices, affirmative action plans and goals are met to the best of the population’s demographic ability, and that all the components of our diversity plan are recorded, filed indefinitely, and reported as necessary to the department, and any other pertinent labor authority. This will include items such as copies of collective bargaining agreements and other documents that indicate employment policies and practices; copies of letters sent to suppliers and vendors stating the EEO/affirmative action policy; copies of letters sent to recruitment sources and community organizations; and copies of contract language.

Internal Audit and Reporting System
The Personnel Manager has the responsibility for developing and preparing the formal documents of the affirmative action plan (AAP). The Personnel Manager is responsible for the effective implementation of the AAP; however, responsibility is likewise vested with each department manager and supervisor. OUR COMPANY’s audit and reporting system is designed to:

- Measure the effectiveness of the AAP/EEO program;
- Document personnel activities;
- Identify problem areas where remedial action is needed; and
- Determine the degree to which OUR COMPANY’s AAP goals and objectives have been obtained.

The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity for all individuals without regard to their race, color, sex, sexual orientation, gender identity, religion, or national origin:

- Recruitment, advertising, and job application procedures;
- Hiring, promotion, upgrading, award of tenure, layoff, recall from layoff;
- Rates of pay and any other forms of compensation including fringe benefits;
- Job assignments, job classifications, job descriptions, and seniority lists;
- Sick leave, leaves or absence, or any other leave;
- Training, apprenticeships, attendance at professional meetings and conferences; and
- Any other term, condition, or privilege of employment.

The following documents are maintained as a component of OUR COMPANY’s internal audit process:

- An applicant flow log showing the name, race, sex, date of application, job title, interview status and the action taken for all individuals applying for job opportunities;
- Summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification;
- Summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants for each position;
- Maintenance of employment applications (not to exceed one year); and

Records pertaining to OUR COMPANY’s compensation system. OUR COMPANY’s audit system includes a quarterly report documenting OUR COMPANY’s efforts to achieve its EEO/AAP responsibilities. Managers and supervisors are asked to report any current or foreseeable EEO problem areas and are asked to outline their suggestions/recommendations for solutions. If problem areas arise, the manager or supervisor is to report problem areas immediately to the Personnel Manager. During quarterly reporting, the following occurs:
The Personnel Manager will discuss any problems relating to significant rejection ratios, EEO charges, etc., with the General Manager; and

The Personnel Manager will report the status of the OUR COMPANY’s AAP goals and objectives to the General Manager. The Personnel Manager will recommend remedial actions for the effective implementation of the AAP.

<table>
<thead>
<tr>
<th>OFCCP Category: Officials and Managers</th>
<th>Job Group: 1</th>
<th>External Hires</th>
<th>External Applicants</th>
<th>Promotions – Into Job Group</th>
<th>Promotions - Within Job Group</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MALES</td>
<td>FEMALES</td>
<td>MALES</td>
<td>FEMALES</td>
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<tr>
<td>White</td>
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<tr>
<td>Black/African American</td>
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<tr>
<td>Asian/Pacific Islander</td>
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<td>American Indian/Alaskan</td>
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<td>Hispanic</td>
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<tr>
<td>Race Missing or Unknown</td>
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<td>TOTAL (count each person once only)</td>
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</table>
## 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>
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</tbody>
</table>
# Pennsylvania Department of Health
## Medical Marijuana Dispensary Permit Application

### Name and Residential Address

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Title in the applicant’s business</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
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</table>

<table>
<thead>
<tr>
<th>Also known as</th>
<th>Date of birth</th>
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<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
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</table>

<table>
<thead>
<tr>
<th>Address Line 1</th>
<th>Address Line 2</th>
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<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
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</table>

<table>
<thead>
<tr>
<th>Address Line 3</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
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<table>
<thead>
<tr>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
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<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
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</tbody>
</table>

**Fax:** n/a  
**Email:** n/a

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**If more space is required, please submit additional information on other individuals in a separate document titled “Principals, Financial Backers and Operators (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.**
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>
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<tbody>
<tr>
<td><strong>First Name:</strong></td>
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<tr>
<td><strong>Occupation:</strong></td>
<td><strong>Title in the applicant’s business:</strong></td>
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<tr>
<td>Also known as:</td>
<td><strong>Date of birth:</strong> MM/DD/YYYY</td>
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<tr>
<td><strong>Address Line 1:</strong></td>
<td><strong>Address Line 2:</strong></td>
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<td><strong>Address Line 3:</strong></td>
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<td><strong>Fax:</strong></td>
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<td><strong>Fax:</strong></td>
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<tr>
<td>Also known as:</td>
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<td><strong>Fax:</strong></td>
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</tbody>
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<td><strong>Occupation:</strong></td>
<td><strong>Title in the applicant’s business:</strong></td>
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<td>Also known as:</td>
<td><strong>Date of birth:</strong> MM/DD/YYYY</td>
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<td><strong>Address Line 1:</strong></td>
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<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>Fax:</strong></td>
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</tbody>
</table>

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.

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.

Section 7 – Civil and Administrative Action
For the statements below:
- 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 civil monetary penalties being imposed relating to a registration, license, permit or any other 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, 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 authorization to operate as a grower, processor or dispensary of medical marijuana in any 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 the Commonwealth or any other state, the United States or a military, territorial or tribal authority relating to a principal, operator, financial backer or employee of the applicant’s profession, or occupation or fraudulent practices, including fraudulent billing practices.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Schedule A: Civil or Administrative History Incident

<table>
<thead>
<tr>
<th>Defendant</th>
<th>Name of Case &amp; Docket #</th>
<th>Nature of Charge or Complaint</th>
<th>Date of Charge or Complaint</th>
<th>Disposition</th>
<th>Name and Address of the Administrative Agency Involved, and</th>
</tr>
</thead>
</table>

29

Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application
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></td>
<td></td>
</tr>
</tbody>
</table>
BUILD PRINCIPLE TEAM AND ADVISORY BOARD | 2/2017
---|---
RECRUIT KEY EMPLOYEES — | 2/2017
DEVELOP FACILITY CONSTRUCTION PLANS | 3/2017
ESTABLISH RELATIONSHIPS WITH COMMUNALLY BENEFICIAL GROUPS AND SERVICES | 3/2017
SECURE CONTRACTORS FOR CONSTRUCTION, EQUIPMENT, ANCILLARY AND RETAIL FEATURES AND ESTIMATE OF COST AND TIMELINE OF DELIVERY | DOH REDACTED

**IF MORE SPACE IS REQUIRED FOR THE OPERATIONAL TIMETABLE, PLEASE SUBMIT ADDITIONAL INFORMATION IN A SEPARATE DOCUMENT TITLED “OPERATIONAL TIMETABLE (CONTD.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.**

**Section 9 – Employee Qualifications, Description of Duties and Training**

**A.**  PLEASE PROVIDE A DESCRIPTION OF THE DUTIES, RESPONSIBILITIES, AND ROLES OF EACH PRINCIPAL, FINANCIAL BACKER, OPERATOR AND EMPLOYEE.
I. Chief Operating Officer (COO)

The Chief Operating Officer reports to the CEO as the highest ranking member of the Board. This position works with the CEO on implementing high-level strategies and corporate decisions, and is responsible for both management and operations.

All other positions report to the CEO and/or the COO, or as indicated in the job description.

1. Duties
   - Determine compliance budget and presents to CFO
   - Develop Code of Conduct/Standards of Conduct
   - Participate in all disciplinary hearings and assist Human Resources with investigations
   - Manage the internal auditing/monitoring activities including quality assurance, risk management, utilization review, fiscal auditing, and special projects

2. Authority
   - Administrative authority granted by the Board over all areas of operations

3. Responsibilities
   - Participation in development and presentation of employee training including the content and objective of each training or class session; determine target audience for each training or class session; review materials for training sessions
   - Oversight of operations
   - Management of Quality and Control Unit

4. Personnel Supervision
   - Reports to the CEO and the Board
   - Oversight of all compliance agents with quality and regulation compliance duties under the direction of the CEO
   - Requires training and adherence to confidentiality requirements, requires periodic performance evaluations and is subject to disciplinary actions

Chief Executive Officer (CEO)

Duties
- Determines compliance budget and presents to CFO
- Develops Code of Conduct/Standards of Conduct
- Chairs all disciplinary hearings and assist Human Resources with investigations
- Manages the internal auditing/monitoring activities including quality assurance, risk management, utilization review, fiscal auditing, and special projects
- Monitors and assures compliance with state and local regulations and statute

Authority
- Administrative authority granted by the Board over all areas of operations Serves as the CEO

Responsibilities
- Participation in development and presentation of staff training including the content and objective of each training or class session; determine target audience for each training or class session; review materials for training sessions
- Oversight of labeling and packaging
- Management of Quality and Control Unit
<table>
<thead>
<tr>
<th>Personnel Supervision</th>
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<tbody>
<tr>
<td>Reports to the Board of principles</td>
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<tr>
<td>Oversight of all compliance agents with quality and</td>
</tr>
<tr>
<td>regulation compliance duties</td>
</tr>
<tr>
<td>Requires training and adherence to confidentiality</td>
</tr>
<tr>
<td>requirements, requires periodic performance evaluations</td>
</tr>
<tr>
<td>and is subject to disciplinary actions</td>
</tr>
</tbody>
</table>
II. Chief Financial Officer (CFO)
The CFO reports to the COO, and is responsible for the company's capital structure, investments and how the company manages income and expenses.

1. Duties
   - Oversight of financial and accounting system controls and standards and ensures timely financial and statistical reports; advises the CEO, COO and Board with respect to financial reporting, planning, practices, financial stability and liquidity and financial growth.
   - Supervision of Human Resources and Information Technology Departments.
   - Responsible for strategic planning, operations, investment portfolios and cash management.
   - Develop financial and tax strategies and recordkeeping as well as performance measures that are consistent with strategic goals and financial objectives.
   - Maintain relationships with financial institutions
   - Establish major economic objectives and policies; direct the preparation of reports that detail financial position in the areas of income, expenses, and earnings based on past, present and future operations.
   - Ensure effective internal controls, optimum efficiencies, improvement of processes, and compliance with Generally Accepted Accounting Principles.
   - Prepare and review proformas and budgets of new and existing operations; recommend annual budget for Board approval.
   - Achieve the financial objectives of the organization by exercising control and implementation over the budgetary processes of all departments and capital budgets.
   - Review activity reports and financial statements to determine progress and status in attaining objectives; revise objectives and plans in accordance with current conditions.
   - Perform other duties as assigned.

2. Authority
   - Administrative authority granted by the CEO and/or the COO

3. Responsibilities
   - The 401(k) administrator.
   - Assist operational management and prepares financial reports and analysis.
   - Increase management's effectiveness by recruiting, selecting, orienting, training, coaching, counseling, and performance improvement managers; communicating values, strategies, and objectives; assigning accountabilities; planning, monitoring, and appraising job results; developing a climate for offering information and opinions; integrating functional objectives; providing and participating in educational opportunities.
   - Contribute to the organization's effectiveness by offering information and opinions as a member of the executive management team; integrating objectives with other functions accomplishing related results as needed.
   - Stay abreast of new technologies and principles by conducting research; attending seminars, educational workshops, classes, and conferences; reviewing professional publications, establishing networks; participating in professional societies; and conferring with representatives of contracting agencies and related organizations.
• Maintain strict confidentiality of all privileged information.
• Participate in cross-functional team process improvement projects.
• Perform other responsibilities as assigned.
• At least 21 years of age

5. Personnel Supervision
   • Reports to the COO
   • Requires training and adherence to confidentiality requirements, requires periodic performance evaluations and is subject to disciplinary actions
III. Compliance Officer

1. Duties
   - Determine compliance budget and present to CFO
   - Develop Code of Conduct/Standards of Conduct
   - Chair all disciplinary hearings and assist Human Resources with investigations
   - Manage the internal auditing/monitoring activities including quality assurance, risk management, utilization review, fiscal auditing, special projects.

2. Authority
   - Administrative authority granted by the Board of Directors over all areas of operations. Serves as the CCO

3. Responsibilities
   - Participation in development and presentation of staff training including the content and objective of each training or class session; determine target audience for each training or class session; review materials for training sessions
   - Oversight of labeling and packaging
   - Management of Quality and Control Unit

4. Personnel Supervision
   - Reports to the Board of Directors
   - Oversight of all agents compliance with quality and regulation compliance

5. Training in adherence to confidentiality requirements
   - Works with Human Resources to assure confidentiality and HIPAA compliance

6. Periodic Performance Evaluation
   - Subject to annual performance evaluation by Board of Directors

7. Disciplinary actions
8. Subject to the disciplinary action policies
IV. General Manager

1. Duties
   - Full oversight of site/corporate functions
   - Direct, manage and report on all operations
   - Oversight for the continuous improvement of maintenance, quality, safety and other related activities
   - Ensuring adherence and compliance with regulations, policies and procedures

2. Authority
   - Administrative authority granted by the CEO and/or the COO

3. Responsibilities
   - Purchasing
   - Inspections
   - Conduct on-site meetings
   - Training staff
   - Create reports
   - Recommend changes regarding procedures and activities, as necessary.
   - Coordinate activities with other departments to ensure the facility's objectives are accomplished in a timely and cost effective manner
   - Establish and monitor the overall performance objectives relative to sales and quality standards
   - Prepare and report progress of goals and objectives monthly to executive management and associates within the facility
   - Direct and organize people and activities
   - Establish sales priorities for products in keeping with effective operations and cost factors
   - Review and analyze sales, quality control, maintenance and operation reports
   - Determine causes of non-conformity with respect to product, specifications, and/or operating or sales problems; using associate input to develop and implement change to improve
   - Consult with CEO and/or COO to improve sales and quality of products
   - Provide direction, development, leadership and assist with problem resolution when needed
   - Convey information to all employees so they can make knowledgeable decisions regarding work conditions, products, and corrective action plans
   - With the CFO, develop and control financial plans and budget; monitor key indicators and adjusts operations accordingly
   - Ensure compliance with state, county, local, OSHA, HIPAA and EPA regulations
   - Must be skilled in project planning and execution
   - Provide an environment that promotes team work and continuous improvement
   - Computer skills to navigate all organizational software systems
   - Must possess applicable Microsoft Office skills
   - Must possess inventory and audit skills
4. Personnel Supervision
   • Reports to the COO
5. Requires training and adherence to all operational requirements, requires periodic performance evaluations and is subject to disciplinary actions
V. On site Product Manager

1. Duties
   - Inventory control at all levels
   - Complete reports on inventory levels
   - Complete reports on inventory location, e.g.,
   - Label inventory storage

2. Authority
   - Administrative authority granted by the CEO and/or the COO

3. Responsibilities
   - Responsible for adhering to stipulations as follows:
     1. Maintain an inventory control system, assurance and integrity.
     2. Supervise labeling/packaging technicians and dispensing technicians
     3. Fulfill inventory / stocking requirements for operation
     4. Maintain access control to vault areas
     5. Approve / verify shipments, manifests, and label information
     6. Conduct daily assessments, monthly inventory audits and annual comprehensive reviews
     7. Monitor and report information, including, without limitation:
        a. Insofar as is practicable, the chain of custody and current whereabouts, in real time, of medical marijuana, edible marijuana products or marijuana-infused products from the point that it is received until it is sold;
        b. The name of each person to which the establishment sold marijuana;
        c. The date on which it sold marijuana to a person who holds a registry identification card and, if any, the quantity of edible marijuana products or marijuana-infused products sold, measured both by weight and potency; and
        d. Such other information as the Division may require.
     8. Maintain The inventory control system that is encrypted, protected and not divulged for any purpose not specifically authorized by law.
        a. Ensure that operational logs, records and post orders are established and maintained appropriately.

4. Personnel Supervision

Reports to the compliance officer
VI. Dispensing, Packaging & Product Labeling Technician

1. Duties
   - Manual assembly of labeling/packaging as required.
   - Visual inspection of product and product information accuracy
   - data entry and documentation
   - Follow all SOP’s, Master Control Documents and safety guidelines and company policies and procedures relative to inventory control, storage, inspection, and documentation of products.

2. Authority
   - Administrative authority granted by the CEO and/or the COO

3. Responsibilities
   - Performs tasks to support room cleaning, inspection, assembly, labeling, material handling and facility cleaning.
   - Operate labeler, inserter, in a proficient manner to meet established standards.
   - Perform inspection to ensure all product meets established quality criteria and that corresponding data and labels are correct
   - Maintain the inventory control system that is encrypted, protected and not divulged for any purpose not specifically authorized by law.
   - Ensure that operational logs, records and post orders are maintained appropriately
   - Demonstrates required competencies on a consistent basis.
   - Demonstrates company values on a consistent basis.
   - Performs other duties as requested.

4. Personnel Supervision
   - Reports to the On site product manager
   - Requires training and adherence to all inventory, data entry, and security protocol; requires periodic performance evaluations and is subject to disciplinary actions
VII. Reception/Intake Clerk

1. Duties
   - Maintain in/out log for clients/inspections
   - Direct clients/purveyors to their appropriate destination

2. Authority
   - Administrative authority granted by the CEO and/or the COO

3. Responsibilities
   - Answer Company telephone and direct callers
   - Complete intake ID/registry checks, logging patient/caregiver data, visitor logging, and entry of information into System
   - Record keeping and file storage
   - Maintain cleanliness of reception/sales area
   - File documents and forms as required

4. Personnel Supervision
   - Reports to the General Manager
   - Requires training and adherence to confidentiality requirements, requires periodic performance evaluations and is subject to disciplinary actions

VIII. Safety and Security Manager

1. Duties
   - Ensuring a safe workplace for employees, patient and/or caregivers and vendors. Specific responsibilities include:
     - The oversight of the medical marijuana establishment; and
     - to ensure:
       a. oversight and access control of ingress/egress points
       b. Implements strict security measures to deter and prevent the theft of marijuana and unauthorized entrance into areas containing marijuana
       c. Maintain that policy and procedures do not supersede any state or local requirements relating to minimum numbers of points of entry or exit, or any state or local requirements relating to fire safety.
   - Ensure that no person is allowed to consume marijuana on the property or premises of the establishment.
   - Supervise the day-to-day security service provided to the facility and ensure service is of the highest standards.

2. Authority
   - Administrative authority granted by the CEO and/or the COO

3. Responsibilities
   - Ensure a safe workplace for employees, patient and/or caregivers and vendors and respond to threats.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- Monitor surveillance systems consistently
- Ensure the security office (and all access points) remains locked at all times
- Ensuring /monitoring that no persons tamper with the surveillance system or records enclosures
- Control remote access doors within interior areas
- Monitor transport vehicle arrival & product delivery
- Regularly inspect all posts

4. Personnel Supervision
   - Reports to the COO
   - Requires training and adherence to operational, compliance and security requirements, requires periodic performance evaluations and is subject to disciplinary actions

B. PLEASE DESCRIBE THE EMPLOYEE QUALIFICATIONS OF EACH PRINCIPAL AND EMPLOYEE.

Chief Executive Officer (CEO)
- Qualifications
  - Bachelor of Science degree or higher
  - Three (3) years of experience in quality assurance management
  - Five (5) years general management experience
  - Has completed the subscribed 4 hour training course by the department
  - Has passed FBI background check and is registered as an agent with the Department
  - Ability to understand the strengths and development opportunities of employees and foster their development
  - Must possess excellent oral, written and personal communications skills
  - Knowledge of PA state marijuana regulations
  - Current knowledge of HIPAA regulations
  - At least 21 years of age
Chief Operating Officer (COO)

5. Qualifications
   - Bachelor of Science degree or higher
   - Has completed the subscribed 4 hour training course by the department
   - Has passed FBI background check and is registered as an agent with the Department
   - Three (3) years of experience in quality assurance management
   - Five (5) years general management experience
   - Ability to understand the strengths and development opportunities of employees and foster their development
   - Must possess excellent oral, written and personal communications skills
   - Knowledge of PA marijuana regulations
   - Current knowledge of OSHA and HIPAA regulations
   - At least 21 years of age

Chief financial officer

Qualifications
   - BA/BS in Accounting, Finance, Business or related field required
   - MBA or Masters of Accounting/Finance is a strongly desired
   - CPA or CMA preferred
   - Has completed the subscribed 4 hour training course by the department
   - Has passed FBI background check and is registered as an agent with the Department
   - Human Resource and Information Technology experience preferred
   - A minimum of 2 years of directly related experience, minimum of 2 years of supervisor experience
   - Valid driver’s license and ability to clear a background check
<table>
<thead>
<tr>
<th>Compliance Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Qualifications</td>
</tr>
<tr>
<td>• Bachelor of Science degree or higher</td>
</tr>
<tr>
<td>• Has completed the subscribed 4 hour training course by the department</td>
</tr>
<tr>
<td>• Has passed FBI background check and is registered as an agent with the Department</td>
</tr>
<tr>
<td>• 3 years of experience in quality assurance management</td>
</tr>
<tr>
<td>• 5 years general management experience</td>
</tr>
<tr>
<td>• Ability to understand the strengths and development opportunities of employees and foster their development</td>
</tr>
<tr>
<td>• Must possess excellent oral, written and personal communications skills</td>
</tr>
<tr>
<td>• Knowledge of all PA medical marijuana regulations</td>
</tr>
<tr>
<td>• Current knowledge of OSHA and HIPAA regulations</td>
</tr>
<tr>
<td>At least 21 years of age</td>
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<table>
<thead>
<tr>
<th>General Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications</td>
</tr>
<tr>
<td>• Bachelor's degree in related field or equivalent manufacturing and/or managerial experience.</td>
</tr>
<tr>
<td>• Minimum five (5) years general management experience, as applicable.</td>
</tr>
<tr>
<td>• Ability to understand the strengths and development opportunities of employees fosters their development.</td>
</tr>
<tr>
<td>• Must possess excellent oral, written and personal computer communication skills.</td>
</tr>
<tr>
<td>• Knowledge of budgets and financial statements.</td>
</tr>
<tr>
<td>• Has completed the subscribed 4 hour training course by the department</td>
</tr>
<tr>
<td>• Has passed FBI background check and is registered as an agent with the Department</td>
</tr>
<tr>
<td>• At least 21 years of age</td>
</tr>
</tbody>
</table>
### On site Product Manager

**Qualifications**
- Computer skills: Microsoft Office software (Word, Outlook, PowerPoint, Excel, inventory control system)
- Licensed in PA state as a pharmacist, nurse practitioner or physicians assistant pursuant to the applicable acts
- Has completed the subscribed 4 hour training course by the department
- Has passed FBI background check and is registered as an agent with the Department
- Inventory control experience
- Excellent written and verbal communication skills
- Strong organizational and analytical skills
- Ability to prioritize and work under deadlines while wearing multiple hats
- Knowledge of Microsoft Office programs, with a focus on word and excel
- Project management experience
- Attention to detail and strong organizational skills

At least 21 years of age

### Dispensing, Packaging & Product Labeling Technician

**Qualifications**
- High School Diploma/GED
- Computer skills: Microsoft Office software (Word, Outlook, PowerPoint, Excel)
- Understanding of Safety guidelines
- Has completed the subscribed 4 hour training course by the department
- Has passed FBI background check and is registered as an agent with the Department
- Strong knowledge of applicable computer system functions.
- Warehouse/Operations/Transportation experience preferred, but not required.
- Understands procedures in other areas of operation for a more global understanding of all processes.
- Excellent communication/decision-making skills
- Ability to interact with all departments and all levels of management
- At least 21 years of age
Reception/Intake Clerk

Qualifications
- Basic computer skills: Microsoft Office software (Word, Outlook, PowerPoint, Excel)
- Courtesy
- Discretion
- HIPAA and data entry compliance proficiency
- Has completed the subscribed 4 hour training course by the department
- Has passed FBI background check and is registered as an agent with the Department
- Three (3) to five (5) years Front Desk and Customer Service experience
- Excellent English verbal and written communication skills
- Proficient in MS Office, Word and Excel
- Excellent multitasking, organizational and time management skills
- Professional appearance, friendly, warm personality, team oriented
- Bi-lingual a plus
- A.A. degree, B.A. or B.S. preferred

At least 21 years of age

Safety and Security Manager

Qualifications
- Be a citizen of the United States of America entitled to remain and work in the United States.
- Be at least 21 years of age. While there is no maximum age limit, they must be able to withstand the physical demands of the job and be capable of responding to emergency situations.
- Be of good moral character and temperate habits.
- Have no conviction of a felony or a crime involving moral turpitude or the illegal use or possession of a dangerous weapon.
- Undergo a criminal history background check through the Federal Bureau of Investigation (FBI)
- Have passed the applicable courses pursuant to PA licensure for armed security guard agents and completed all mandated hourly requirements
- Be a high school graduate or have a General Educational Development (GED), or equivalency.
- Be able to read, write, and speak the English language fluently.
- Possess a valid state driver’s license.
- Successfully completed or graduated from a certified Federal, state, county, local or military law enforcement training academy or program that provided instruction on the use of police powers in an armed capacity while dealing with the public. The certificate shall be recognized by a Federal, state, county, local or military authority, and provide evidence that an individual is eligible for employment.
Pennsylvania Department of Health  
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- Be free from conviction of any misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code.

### 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. Our company will ensure that each principal, operator and employee will meet the training requirement under the act and regulations in the following manner:

2. A; the chief operating officer (COO) will ensure that they are consistently informed as to the status of, and that upon approved development of the training course by the Department, the policy is enforced that all persons to be affiliated with, employed by, or principals of the company must attend and complete the mandated training, and that accompanying documents are prepared for personnel, including personal identification, attendance logs, and certification details

3. B: the COO will communicate and confirm with the department as to the format (in person or online, etc.) of the course, the materials, and the scheduling of the courses, ensure any necessary fees are paid, and communicate/promulgate this process to all principals and employees.

4. The COO will confirm the attendance and certification passing of all principals and employees, record the information accordingly, and store the files indefinitely. Any persons not passing the certification will need to retake the course, and will not be able to hold a position with our company without verified attendance/satisfaction of the requirement and approved certification by the department.

5. Additional training modules have been scheduled for all team members, which include 20-40 hours of onsite and online educational curriculum (varied by position) regarding basic cannabis information, legislation, operations, security, inventory control, safety, compliance, quality control, data entry, and all areas concerning the business.

6. 

7. 

8. 

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

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<table>
<thead>
<tr>
<th>Pennsylvania Department of Health</th>
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<tbody>
<tr>
<td>Medical Marijuana Dispensary Permit Application</td>
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</table>

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<td>21</td>
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</tbody>
</table>

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**Pennsylvania Department of Health**

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

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Section 11 – Transportation of Medical Marijuana

A. Transportation

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:

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.

- Medical marijuana will only be delivered between 7 a.m. and 9 p.m.
- Medical marijuana will not be transported to any location outside of this Commonwealth.
- A global positioning system will be used to ensure safe, efficient delivery of the medical marijuana to a medical marijuana organization.

In addition to having a transport vehicle staffed with a delivery team consisting of at least two individuals, the applicant affirms the following:
- At least one delivery team member will remain with the vehicle at all times that the vehicle contains medical marijuana. ☒ ☐

- 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. ☒ ☐

- 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. ☒ ☐

- Each delivery team member will have a valid driver’s license. ☒ ☐

- While on duty, a delivery team member will not wear any clothing or symbols that may indicate ownership or possession of medical marijuana. ☒ ☐

- Medical marijuana stored inside the transport vehicle may not be visible from the outside of the transport vehicle. ☒ ☐

- 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. ☒ ☐
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

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

<table>
<thead>
<tr>
<th>B. Transport Manifest</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>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:</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>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The date and approximate time of departure.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The date and approximate time of arrival.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The transport vehicle’s make, model, and license plate number.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The identification number of each member of the delivery team accompanying the transport.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
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</tbody>
</table>
• 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 ANY ADDITIONAL MEASURES YOU WILL TAKE TO PREVENT DIVERSION DURING TRANSPORT. IF YOU WILL BE USING A THIRD-PARTY CONTRACTOR FOR TRANSPORTING MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, PLEASE EXPLAIN THE STEPS YOU WILL TAKE TO GUARANTEE THE THIRD-PARTY CONTRACTOR WILL BE COMPLIANT WITH THE TRANSPORTATION REQUIREMENTS UNDER THE ACT AND REGULATIONS:

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| ☒ | ☐ |

| ☒ | ☐ |

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Section 12 – Storage of Medical Marijuana

A. Storage Requirements

<table>
<thead>
<tr>
<th>Statement</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>
<td></td>
</tr>
<tr>
<td>• 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).</td>
<td>✗</td>
<td>☐</td>
</tr>
<tr>
<td>• All storage areas will be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds, and pests.</td>
<td>✗</td>
<td>☐</td>
</tr>
<tr>
<td>• A separate and secure area for temporary storage of medical marijuana that is awaiting disposal will be established.</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 plans regarding the storage of medical marijuana and medical marijuana products within your facility:

[Redacted]
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### 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>
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</tbody>
</table>
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.

- Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product. ☒ ☐
- Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana. ☒ ☐
- 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. ☒ ☐
- Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children. ☒ ☐

**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:**

[Redacted]

**[Redacted]**
Section 14 – Inventory Management

A. Electronic Tracking System

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).

Yes ☒ No ☐

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.

B. Inventory Management

<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 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:
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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:
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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.

IX. Safety & Sanitation Overview

A. Contamination prevention (General), medical marijuana product handler restrictions, and hand-washing facilities

All members of the team will comply with current Centers for Disease Control and Prevention (CDC) hand hygiene guidelines for the purpose of reducing infections and medical marijuana contamination, as well as the food-handler restrictions set forth in section p.s. 27.153 regarding food-handler restrictions and practices

1. Policy & Procedure
2. Hand Washing, Hand Wash Stations & Lavatories
   - Hand washing Stations are to be located in each lavatory facility, and in the storage area adjacent to the product storage vaults/product dispensing area/general storage areas; each with adequately heated water, effective non-toxic sanitizing cleansers, Sanitary towels and no-touch sanitary air dry devices provided
   - Lavatories will be: adequate with toilet and hand washing/drying stations; readily accessible; kept in good repair; have all surfaces, stations, and door handles cleaned/sanitized daily;
3. General
All employees will:
   - Clean his or her hands and exposed portions of his or her arms in a hand-washing sink at minimum, and utilize proper practices, equipment, and dress code including sterile glove use as described herein and as necessary to maintain sanitary practices
   - Perform cleaning duties as assigned by mgmt.
• Report to management any stocking needs, cleanliness issues, and malfunctioning equipment

Management will maintain:
  o responsibility to inspect cleanliness, stocking, and function of facilities;
    provider contact information & immediate service request & response for malfunction repairs; a log / designation of employees responsible for cleaning; time and date of cleaning; a storage area designated for chemical cleaning agents which is locked and segregated from any areas containing cannabis; posted signage regarding mandatory hand washing/sanitizing within lavatory and product areas and material safety sheets being posted visibly in appropriate areas
  o That effective non-toxic sanitizing cleansers, Sanitary towels and no-touch sanitary air dry devices are provided at lavatory/hand washing facilities

4. Hand Washing

General conditions in which hands shall be washed:
• After handling soiled equipment or utensils
• After touching bare human body parts other than his or her clean hands and exposed portions of arms
• After using the toilet facilities.
• When the hands are visibly dirty or contaminated
• Before and after eating
• At the start of work shift
• Between contact with patients
• Whenever hands become soiled
• Whenever one has coughed, sneezed or blown his/her nose
• At the end of shift
• Upon touching a common use door handle or surface exposed to persons with potentially non-sanitary hands/items
• After cleaning duties.
• Before wearing disposable gloves.
• After smoking, eating, or drinking.
• Before handling cannabis products
• Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, wiping counters, picking up a dropped food item, etc.

Hand washing and/or sanitizing gels may also be used for routinely decontaminating hands in the following situations:
• Before having direct contact with patients or caregivers
• After contact with inanimate objects including equipment
After removing gloves

5. Hand Hygiene Technique
   - Remove all jewelry
   - Wash hands under warm running water
   - Keep hands at a lower angle than your elbows to prevent the dirty water from running back onto your arms
   - Using soap from a dispenser, wet hands and apply a sufficient amount of soap to obtain a good lather
   - Hand washing shall be for a minimum of 30 seconds to two minutes dependent upon the exposure level
   - Interlace your fingers to clean between them
   - Using friction be careful the wash fingernails and fingernail beds with a scrub brush or nail pick if available or use disposable brush with soap
   - Rinse thoroughly and dry hands with an individual paper towel and/or no-touch air dryer
     - Dispose of used paper towel
   - Make sure that your hands do not touch areas that were not included in the scrub
   - Turn off the faucet using a clean, dry paper towel
     - Dispose of used paper towel
   - Use a clean, dry paper towel to contact the door handle upon exiting
     - Dispose of used paper towel

6. Alcohol-based hand rub
   - Apply product to palm of one hand
   - Rub hands together, covering all surfaces of hands and fingers

7. Nails
   - Artificial fingernails or extenders may not be worn if duties include direct contact with patients or products
   - Natural nail tips shall be less than ¼ inch long and cleanly maintained

8. Gloves and Hand Hygiene
   - Gloves reduce hand contamination by 70-80 percent, prevent cross-contamination and protect from infection. However, the use of gloves does not eliminate the need for hand hygiene.
   - Disposable, sanitary nitrite (or equivalent) gloves shall be available and worn at all times while handling cannabis products, and in cannabis storage/dispensing areas
   - Employees will:
9. Dress Code and Personal Grooming

Management shall ensure all agents are following proper hygiene requirements when they report to work and will follow up as necessary.

Grooming:
Employees shall:

- Remove and replace gloves promptly after use, before touching non-contaminated items and environmental surfaces, and before caring for another patient.
- Decontaminate hands after removing and/or before replacing gloves.

Grooming:
Employees shall:

- Arrive at work clean – clean hair, teeth brushed, and bathed with deodorant used daily.
- Maintain short, clean, and polish-free fingernails.
- Keep facial hair trimmed, and/or long hair tied back so as that minimal strands will become detached while on-site. Excessively long (.25“+) beards or hair will require beard and/or hair net use.
- Large lip, septum, and other potentially dangerous piercings must be removed before work, as they may present a risk for accidental injury.

Dress Code

a. Only Supervisor approved attire will be allowed, dependent on their tasking/workload
   i. This may include uniform dress, face masks, gloves, smocks, lab coats, scrubs, etc. based on employee role
b. Bags, purses, back-packs, etc. are not allowed in work areas, and must be left in Employee’s vehicle, home, or in the main office
c. Certain tasks may require specialized and/or safety attire, including;
   i. gloves (medical grade or protective)
   ii. long-sleeves and pants
   iii. protective clothing
   iv. Hair and/or beard nets
   v. Face masks
d. Employees are not to wear excessively loose / baggy clothing, or clothing with exposed outward pockets (overalls, hooded sweatshirts, etc.)
e. Employees shall wear closed-toe footwear (tennis-shoes, construction boots, etc.)
f. Employees shall not wear skirts, dresses, or other open seamed clothing which fits in such a manner that it may result in trip/fall etc.
g. Prohibited items include any: drugs or alcohol, weapons, explosives, chemicals, or any other potentially dangerous items/substances
h. Employees shall not wear full-face masks, hoods, etc. to or while at the facility
Smoking, eating, and gum chewing:
- Smoke only in designated areas. No smoking or chewing tobacco shall occur inside.
- Eat and drink in designated areas only.
- Refrain from chewing gum or eating candy during work.

Employees must:
- cover / protect any open wounds or sores
  - Employees with large, obvious, un-coverable, or potentially dangerously located wounds will not be permitted to engage with Patients/customers, or any material to be transferred to Patients/customers.
- not allow for the spread of infectious diseases
  - it is the Employee’s responsibility to immediately notify Admin/Owners should they become ill.
- practice Food Safety- Regarding personal and/or employee foods- these may not be stored on-site; any such items will be discarded into provided waste bins after use/designated breaks/lunch periods, with the waste containers emptied into external, closed ‘dumpsters’ (to be removed/maintained by a professional waste removal company) upon closing each day and as necessary while on-shift.

10. Animals
Will not be allowed on-site except for those provided for by service animal access requirements, only in patient access areas; the facility will be sanitized immediately upon any animal presence.

Doors and windows are to kept closed to the outside at all times (except for access doors, when in use) as to prevent animal/insect entry.

11. Shaking hands with Patients/ Customers is prohibited
employees will explain to them that they mean no disrespect, but are exposed to hundreds of people each day, and it is in all of your best interests to avoid the spread of potentially dangerous germs/diseases.

12. Sick Employee Practices
a. Employees that fall ill should not come to for a scheduled shift, provided they have contacted their supervisor within a reasonable time to make arrangements for that shift. With the sheer number of interactions that will take place on a daily level between Employees, Vendors, and Patients, it is simply too dangerous to bring such risks into workplaces.

b. Employees will not be considered negligent, abandoning, or failing to appear, assuming they are able to prove their illness via their physician’s statement, and responsibly notify the applicable / scheduling Admin. officer properly in order to allow for proper arrangements.

c. Employees that do not arrive for, or contact their supervisor relating to (no call / no show) their absence will be reprimanded, documented as an offense, and may result in termination based on the severity and consistency of these offenses.

PERSONS MAY NOT WORK if he/she has:
- Diarrhea
- Vomiting
- Flu, Pneumonia, Bronchitis, and other air/fluid-borne illness

If they have been told they have one of the following illnesses, they must report the illness to a manager:
- coli O157:H7
- Salmonella
- Shigella
- Hepatitis A

- Agents must report any incident of illness, diarrhea, vomiting, jaundice (yellowing of skin or whites of eyes) to their manager.
- they must also report to a manager if they have an open and/or infected wound so precautions can be taken to prevent contamination.

13. Sick Persons
Persons (patient, visitor, or employee) exhibiting sickness or symptoms that have entered the facility will require that the facility areas that were exposed to be sanitized immediately after their departure.

14. Employee Responsibility to Notify
It is the responsibility of Employees to notify, alert, or otherwise indicate directly to the management officer directly above them, or a principle officer whether they will be late for their shift, absent, ill, compromised per health & sanitation standards, stranded, or incurred in any situation that will render them unable to arrive on time, properly dressed, and ready to begin their shift.
15. **Trash / Waste Removal**
- All areas within the facility will have waste bins readily accessible
- The company will maintain a service agreement for external, closed lid waste ‘dumpsters at each site with regular removal/emptying
- All waste bins will be emptied into these dumpsters upon closing each day, and as necessary upon being filled or having contaminated / hazardous substances
- An approved, locking hazardous waste container will be utilized/available as necessary
- Food Safety- Patients/visitors may not bring food or drink items onto the premises
- Regarding personal and/or employee foods- employees may bring food and drink in approved, sealed containers, or procure food items during their approved breaks; these may only be eaten in employee offices, and may not be stored overnight on-site; any such items will be discarded into provided waste bins after use/designated breaks/lunch periods

16. **Good state of repair**

Our company shall ensure that all areas within the facility, including those used to process, package or hold marijuana or marijuana products is maintained in a good state of repair.

17. **Facility Cleaning**

Employees are to:
- keep supplies in their designated storage area
- maintain a clean work station
- complete and document any cleaning/facility related tasks as per the daily checklist

Cleaning

Management will assign these duties; ensure stock levels are adequate; and verify employee tasking; creating/verifying logs; filing logs indefinitely; this will include that:

a. Facilities are to be kept clean at all times, inside and out, and as per this manual and the daily checklist using non-toxic cleaning agent, appropriately timed and designed around patient flow throughout the day, upon contamination or spillage, and at closing each day.
   i. Cleaning display cases / dispensing areas
   ii. Cleaning & organizing work-stations & equipment
iii. Sanitizing door handles, floors, lavatories, hand wash stations
iv. Cleaning of facility, floors, office / break-room & open areas
v. Waste removal
vi. Exterior walkways/ingress and egress points
   1. A subcontractor will be utilized to regularly clean/pressure wash exterior walkways, parking areas, etc.

b. A storage area is to be designated for chemical cleaning agents which is locked and segregated from any areas containing cannabis;

B. Contamination prevention (product and product storage)
   1. Product Safety

Required use of provided non-allergenic gloves, hairnets, smocks or lab-coats, shoe covers, facemasks, and proper tools shall be implemented

Employees are trained so as:

- To never touch or retrieve product with bare hands or any part of being
- Not to place products close to face, breathe upon, or otherwise risk contaminating the product
- To visually inspect materials for molds, mildew, debris, foreign objects, proper labeling and other issues
- Any individual unit packaging (astm; crreo bags; any final/exit packaging) to be used or to enclose producer packaging will use sterile, food grade components, and be stored in a sanitized, sealed container within a regularly sanitized, segregated storage area
- To inspect packaging for proper labeling, breaches, seal issues, or contamination/compromise
- That any product that is found to have compromising issues must be reported, weighed, logged, segregated into ‘waste vault’ storage and returned to the producer/destroyed as waste
- Use of hand washing stations are precursor requirements to the entry of these rooms.

e. Products / materials shall remain in sealed, airtight and light proof containers until their time of use

f. Regular maintenance of expiration inspection and shelf-life aspects is required
g. OSPM shall ensure inspection and quality assurance of products.
h. Containers will be sealed, discarded, or decontaminated immediately upon / after use respectively

i. Inspected materials will be approved or denied based upon:
   - Lab test Results
   - Visual signs of biological contamination including mold, disease, or fungus
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- Physical contamination or compromise
  - Foreign objects
  - Other Biological issues
- Compromised Labeling, packaging, or storage requirements

Exterior walkways and ingress / egress points will be made of concrete, kept clean, and are to have a subcontractor utilized to regularly clean/pressure wash exterior walkways, parking areas, etc.

2. Storage areas
   are securable, regularly cleaned/sanitized, environmentally controlled, with all materials off the floor and placed in approved safes or on stainless steel shelving.

3. Facility Floors and fixtures
   will be concrete and/or hardwood (or similar) and sanitized daily; walls, windows, doors, vents, etc. are to be sealed properly, cleaned daily and in good condition at all times

4. Sanitizing storage containers
   Containers used to hold bulk quantities of cannabis products in storage will be sanitized before and after each use with approved non-toxic agents and will be stored on metal racks above the floor in a segregated storage area between uses

5. Storage Packaging Suitability
   Any equipment used to process, package or hold marijuana or marijuana products:
   - Is to be of appropriate design and adequate size and is suitably located to facilitate operations for its intended use and for its cleaning and maintenance
   - Is constructed so that surfaces which have direct contact with components, in-process materials, marijuana or marijuana products are not reactive, additive or absorptive so as to alter the safety, identity, strength, quality or purity of the marijuana or marijuana products

6. Substance Contamination Control
   - Any substances required for operation, or any substances otherwise, such as cleaning agents, and any human based/borne contaminants will not come into
contact with components, product containers, in-process materials, marijuana or marijuana products so as to alter the safety, identity, strength, quality or purity of the marijuana or marijuana products

- Equipment and utensils are to be cleaned, maintained and, as appropriate for the nature of the marijuana or marijuana products, sanitized and sterilized at appropriate intervals to prevent malfunctions or contamination that would alter the safety, identity, strength, quality or purity of the marijuana or marijuana products
- Storage areas will be regularly sanitized, and segregated from general access for the Protection of clean equipment from contamination before use
- Employees will be trained as to proper Inspection of equipment for cleanliness immediately before use.

7. Storage requirements and segregating items / products

OSPM’s shall ensure that:

- Procedures are followed as to the receipt, identification, storage, handling, sampling, testing and approval or rejection of components, product containers and closures
- Components, product containers and closures are at all times handled and stored in a manner so as to prevent contamination;
- Items requiring low temperature storage will be placed in a properly regulated, regularly cleaned/sanitized, locking, commercial grade refrigeration unit within the ‘storage vault’ upon inspection and clearance into inventory
- Bagged or boxed components, containers or closures are stored off the floor and are suitably spaced to permit cleaning and inspection
- All items and containers will be segregated from inventory until they are inspected and cleared for release
- Cannabis product shipment packages will be discarded and exchanged for sterilized containers before being placed in general inventory
- Compromised, recalled, or otherwise unusable products will be placed in segregated ‘waste vault’ storage and accounted for while they await return to the producer/destruction
- Each container or grouping of containers for components, product containers or closures is identified with a distinctive code for each lot in each shipment received. This code must be used in recording the disposition of each lot. Each lot must be appropriately identified as to its status such as quarantined, approved or rejected and stored / accounted for accordingly
C. Pest Prevention and Control

1. Licensed pest control provider will be contracted to:
   • Inspect the entire interior and exterior of the premises for infestation, potential entry points, and to complete necessary remedies/service prior to opening the facility for initial operation
   • Ongoing remedy in case of pest issues
   • Regular inspection as necessary
   • Advise / educate further regarding identification and management of pest problems

2. Protocols for the following will be adhered to per our overall cleaning/sanitation and safety protocols:
   • Waste removal
   • Food storage / removal
   • Education regarding identification and management of pest problems
   • Ensuring all areas including walls and foundation are sealed against outside elements, vent and access covers are installed, and all areas are properly cleaned/sanitized regularly
   • Ensuring walls, ceilings, doors, floors etc. are in good standing with no holes, cracks, are sealed properly, and are mold free
   • Employee inspection for pests, indicators, droppings, etc.
   • Reporting to management upon observation of pests or pest indicators, nests, droppings, etc.
   • Management contact of pest remedy provider for immediate service/remedy
   • Management report completion and filing of issues; with files to be stored indefinitely
   • Closure of the facility until problems are eradicated
   • That only safe & approved substances and techniques are utilized by the provider, and that the facility is closed, sanitized and ventilated for adequate time to prevent issues regarding health or safety as necessary
   • that products in storage are properly accounted for, temporarily removed/relocated to another company licensed facility in a compliant manner, or destroyed respectively
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:

Recordkeeping and File Storage Protocol
Accurate recordkeeping is critical as it pertains to general safety and security of our organization. It’s also extremely important to eliminate the possibility of product diversion / re-distribution. Records shall be maintained both digitally by use of proprietary equipment (DVR recorders; inventory/patient tracking software, etc.), and hard drive and cloud based platforms, backed up on a daily basis; as well as physically printed and filed as applicable, stored within the ‘records archive’ of our facility, and stored in both formats as applicable by a 3rd party record retention company.

3. Records Archive
All records, training materials, and attendance logs shall be stored on-site per:

- The Chief Operating Officer will hold responsibility for overall policy assurance regarding record storage, with management responsible for operational adherence and tasking as necessary.

4. Off-site Record Storage
All records listed in this section are required to be maintained off-site for the duration required at minimum if not indefinitely. Our off-site records will be stored by a licensed vendor.
D. Sensitive Information and Electronic Data Entry

1. Overview

Our company will employ software (Seed to Sale / Point of Sale) which tracks all sales, Patient details, Cannabis and related products / accessories. The software also captures each user’s activity, allowing for a comprehensive reporting process. The Compliance Officer (C.O.) will be responsible for ensuring accurate data entry (beyond the responsibilities of the OSPM and other key employees), data security, Patient confidentiality, HIPAA compliance, and information privacy.

- Administration/Management will determine the access profile for each user
- Employees will not have access to reports, administrative functions, inventory control, or accounting functions - Only the OSPM and administration/management shall have access to this information
- All persons must only use their dedicated login
- All persons must enter information accurately, and only perform tasks they are assigned
- All Employees/Management/Administrators hereby acknowledge that their dedicated accounts, user actions, transaction logs, etc. will be monitored and regularly audited by Admin/Management, and that they will adhere to all accuracy, privacy, confidentiality, HIPAA, and security requirements as per State, Federal, and best practice mandates
- Employees/Management are to be trained for their roles in the Seed to Sale / Point of Sale / PA state electronic Tracking (PASTS) / and bookkeeping systems, as well as in quality assurance, customer service, product safety, data compliance, reporting, filing and records retention, privacy, and protocol as per the applicable subsections of the regulations and our operating manual
- Employees must notify OSPM/Management and/or Administrators immediately should they discover an error, or that a fellow Employee/Manager has failed to report an error
- An Administrative / Managerial review process, patient and/or producer notification, and report filed with the commission and internally (to be kept indefinitely) will take
place following an error

- Admin (Compliance Officer)/Management will be responsible for resolving / reconciling issues and inaccuracies in a timely, compliant manner
- Continual or severe errors will result in documented offenses, and/or termination of employment

- Employees will be instructed in the proper use and transmission of electronic data intermediaries, including the information set forth in the most recent edition of the Standard for Prescription Monitoring Programs established by the American Society for Automation in Pharmacy.
  - Key Employees must complete Seed to Sale / Point of Sale / PA STATE Electronic Tracking system / REPORTING PORTAL training programs as per direction of the Management/Admin, and perform their necessary functions as per their ‘training timeline’
  - Reception employees must complete data entry, patient & visitor verification/identification/logging and filing, and Patient information systems training
  - Management /OSPM must learn how to properly use, assign, label, and otherwise track all products within the inventory systems
  - Admin/management is to ensure that all records remain private and confidential as per HIPAA statutes and best practices
  - All persons must enter applicable data accurately and privately

- Employees will learn how to assign unique serial numbers to each marijuana product cleared into inventory to be dispensed, inspect and verify pertinent product, producer, expiration, and tracking data and record this into an electronic file as necessary;

- Employees will learn how to regularly back up all electronic data intermediaries and electronic files pertinent to the dispensing of marijuana and patient care both via cloud software and multiple hardware drives, and how to ensure that these backup records remain private and confidential

- Patient Care Report- such software will be introduced to the employee with instruction. A leading software firm, dedicated to the medicinal Cannabis industry has been selected to provide Point of Sale, Inventory, patient and tracking capability, able to help distinguish patient needs, successful applications, and other key facilitative elements.

- Emphasis will also be placed on recording patient’s self-assessment of their medication’s effects, while engaging the patient on an ongoing and wellness-centered approach.
2. Legal Information and Documentation

Employees will be briefed on the provisions of the law as stated in the Regulations of PA State Agencies as well as provided with required information on the laws surrounding employment both in the state and Federally.

a) This information is also to be made available within the Manager’s office, and to Employees at any time

Specifically, instruction will focus on:

- Patient rights,
- Employee rights,
- Rules and Regulations of the operation of a dispensary facility
- Rules and regulations regarding their specific position in the dispensary facility
- Complete and satisfactory documentation of all elements otherwise required to be recorded for proper registration, verification, and certification.

3. Quality Assurance and the Reporting of Dispensing Errors

The process by which an employee may bring attention to and report a dispensing error will be reviewed, and instruction of our quality assurance program initiation protocol will take place.

- a written quality assurance program intent on exceeding levels of quality already in place under will be distributed to all employees and measures to prevent dispensing errors will be reviewed.

- employees will be informed of the review process, which will take place following a dispensing error.

- Quality Assurance program for applicable employees including ensuring accurate labeling of dispensary facility packaging and marijuana products, verification of producer label accuracy, checking expiration dates, and product specific quality

- Control including interpretation of Chromatography / similar testing results, applied Cannabis etc.

Employees will be informed of OSHA and HIPAA workplace standards and control policy. Monthly meetings (if not more frequently) dedicated to on-site safety and OSHA protocol & HIPAA standards will be mandatory
4. HIPAA
   a. Employees are expected to follow any and all HIPAA statutes, and always maintain sensitive Patient information / records confidentiality and compliance. This also applies to digital / software system usage
   b. See http://www.hhs.gov/ocr/privacy/hipaa/understanding for additional details and information
   c. Management is responsible for understanding these statutes, communicating them to Employees, ensuring that they are followed, and reporting any violations
   d. Employees must immediately report any violations they performed or witnessed to Admin / Management

5. SENSITIVE INFORMATION
   a) Employees/Management will often possess or contact sensitive information including Patient / medical files; customer or company financial information; company information, strategies or records; or other personal / private information
   b) Employees / management must protect the confidentiality of this sensitive information, and are prohibited from releasing it to any persons outside the company, or with any non-pertinent Employees.
   c) Employees / Management are responsible for their actions- failure to comply with confidentiality requirements will result in documented offenses and/or termination

6. Inventory Control System, POS, PA state electronic tracking systems, and Patient Reporting Systems- Policy
   a) All Employees must only use their personal login
   b) No off-site logins are permitted
   c) All Employees are to log out each time they leave their station
   d) HIPAA- information must be protected and compliance maintained
   e) Administration/OSPM will monitor all computer activity
   f) All Employees are responsible for any activity and data entered through their login
   g) OSPM is responsible for oversight and entry of inventory data
8. Patient Recordkeeping
Patient recordkeeping pertains to diligent filing of all patient records. Paper and digital copies of all patient paperwork must be completely up-to-date and maintained during the entire tenure of operation. All electronic and paper records are to be maintained in compliance with the Act, the Regulations, and HIPAA, and also consistent with the OMM retention schedule.

9. Verification Protocol
The registry status and compliance/dispensing information of each patient / caregiver will be verified, along with their personal identity, each time a patient / caregiver enters the facility, and before they are permitted to access or purchase Cannabis at the point of sale. This information is also recorded through the ICS and verified for each transaction that takes place.

10. Verification Procedures
Procedure- Medical Check In:
- Patients must present a Valid state ID and their original, valid registry documentation/card and physician recommendation every time they enter the dispensary
- Personal identity is verified by receptionist, asking pertinent questions if necessary
- Information is verified using 3rd party software and via state centralized patient database
  - For new Patients, the Receptionist will then:
  - Enter new patient information into the appropriate prompts under the ‘Patients’ tab in the inventory / patient tracking system (ICS)
  - Scan registry card, identification, completed patient intake forms, and pertinent medical documents, and create a new file accordingly
  - ‘Check in’ the Patient on the ICS interface
    - Patients unable to be verified, without their registry card, medical documentation/recommendation or without proper ID will be asked to leave, and please return once they have resolved the pertinent issue

11. 1st time Patients
1st time patients will receive:
• Any Membership Agreements & Non-Diversion Waivers, patient intake forms, and other documents that may be delegated by owners/management; to be filed with patient’s record

• Welcome Kit & Educational Materials

• Initial consultation and an overview of membership benefits / services

12. Compliance Recordkeeping

Compliance recordkeeping pertains to all corporate compliance documents including business licenses, inspection cards, zoning documents, leases, formation documents, operational manuals and training materials, statutes and inspection records, affirmative action/diversity plans and records, community outreach relationships, and any other documents issued by state or local government authorities. It also includes records of all independent inspections by the fire department, building inspectors, etc. Paper and digital copies are required to be up-to-date and maintained at all times.

13. Testing documentation

All testing documentation obtained from licensed producers will remain on file, both paper and digitally, for all marijuana products. This includes the batch number and shipment details of marijuana being tested, the amount tested, the test being performed, where the test was performed, the results of the test, and the name/title/signature of the person performing the test.

14. Inventory Records

Inventory records are to be maintained in accordance with all other record retention protocols. Records shall be maintained daily; available digitally by use of our 3rd party inventory control system (ICS) software provider, hard drive and cloud based platforms backed up on a daily basis; uploaded data into the PA state electronic tracking system (referred to herein as PASTS) as well as physically within the ‘records archive’ of our facility, and by a 3rd party record retention company. Continuous inventory tracking, as well as monthly audits and annual comprehensive reviews will be executed. All inventory records shall be stored indefinitely. These records include

• Purchase order and invoice information
• shipments/products received
• producer, transportation, manifest and tracking information
• expected and actual inventory counted on-hand
• location of packages/items
• amounts dispensed to patients including the product and producer information, person, time, date, quantity dispensed, revenue, tax paid, and OSPM who performed the dispensing
• any discrepancy amounts and the reports filed/actions taken
• the OSPM performing inventory assessments, date and time of inventory,
• quality control test results
• ingredient information
• batch & lot numbers, and unique ID numbers assigned by the On-Site Product Manager (OSPM) (licensed pharmacist; NP or PA serving under the direction of a licensed pharmacist, respectively)

for all inventory including
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

- active items
- segregated items awaiting inspection
- recalled, contaminated, damaged, mislabeled, or otherwise compromised items placed in ‘waste vault’ segregated storage that have already been or are awaiting return and/or destruction.

A monthly physical and digital audit of all cannabis inventory, as well as an annual comprehensive review assessment will be performed by the OSPM, filed according to our records storage protocol indefinitely, and supervised/verified by the compliance officer.

15. Tracking Compliance
   c) The OSPM is responsible for ensuring tracking tag (rfid) compliance
      v. Accepting, rejecting, or completing packages in the ICS / State tracking system interface
      vi. These tags must stay with original packages throughout storage / use; and be filed with the corresponding information file upon completion of the package; stored per our record keeping protocol
      vii. Products must have the corresponding RFID number printed and affixed along with the package / batch information
      viii. Corresponding tag numbers are also to be used for batch information, as well as additional product details/description
      d) Batch information, package numbers/information, and RFID tag numbers must correspond in ICS/PASTS, and on physical packages

16. Inventory Responsibility
   The OSPM will be responsible for authorizing, creating and/or verifying;
   i. Inventory assessment
   ii. Purchase orders/invoices
   iii. Delivery manifest
   iv. Product delivery specifications
   v. Receiving, verifying product being delivered and accepting or rejecting items, etc.
   vi. Inputting data into inventory control & PASTS programs
   vii. Ensuring accuracy of tracking information and inventory control labels/information
   viii. Ensuring that tracking information stays with each batch throughout storage
   ix. Adjusting inventory between back-stock & shelved-stock
   x. Transferring product between back-stock and shelves
   xi. Shelving product
   xii. Storing back-stock in vault
   xiii. Returning products to the vault upon closing each day
   xiv. Securing inventory control info to applicable shelved items
   xv. Determining/assigning shelf position
   xvi. Logging purchase information in the ICS/PASTS reporting portal
   xvii. Completion & filing of signed/acknowledged copies of manifest, invoice, and purchase order
OSPM is responsible for:

i. designating starting/finished products
j. proper accounting through ICS and PASTS reporting portal
k. designating starting/final quantities
l. verification/accounting/labeling of final product

17. Inventory and Sales Information

The OSPM shall be responsible for ensuring the following actions/documentation are executed:

- Create purchase order (as per Inventory: Control & Compliance procedures)
- Invoice/delivery manifest received from supplier
- Products, quantity, and estimated time of delivery verified

Upon arrival of delivery personnel;

ii. Verifying identity & association with supplier,
iii. ID data input/logging via receptionist
j. Inspecting delivered product (QA/QC) and applicable lab-test result information
   1. Products are required to have potency/toxin/microbiological screen test result information
k. Verifying delivered goods as per invoice/manifest
   i. Product type/name
   ii. Quantity
   iii. Dosages/potency
   iv. RFID/inventory control information
   v. Verifying batch and manifest information
      1. Ensuring batch ingredients as well as tracking information are received
l. Accept/reject product and sign/date manifest
   1. Ensure that a signed copy of the manifest remains with the shipment
   2. Double check manifest information vs. product shipment
   3. This is to be filed by the OSPM accordingly
m. Input to ICS and accepted into the State tracking portal (PASTS)

18. Inventory Software

We will employ a software suite which tracks every gram of cannabis from ‘seed to sale’. The software also captures each and every activity, allowing for a comprehensive accounting process regardless of product origin while maintaining a comprehensive patient & product database which is fully compliant, and will also be fully HIPAA compliant. This same process of control will be implemented during product delivery and inventory introduction. This gives our company the ability to produce full and responsible reporting, inventory tracking, need assessment, and product plan development.

Our software product suite includes:

- Point of Sale
- Inventory Tracking
- Full Reporting Ability
- Product Management
The OSPM shall:

- **HIPAA Compliance**

19. **Sales Data**

- Deliver/verify daily data backups, requests, informational tasking
- Ensure each patient transaction is properly executed, and that patient identity and dispensing compliance limits are accurately followed

- **Funds**
  - Verify closing report/sales totals, cash drop totals, and register adjustments
  - Verify register balances and close registers
  - Account / log balances manually on ‘cash drop/deposit’ sheet and ensure accuracy per the digital record
  - Close / balance registers accordingly in System
  - Place balanced drawers in the vault
  - Deposit any drawn/balanced funds into cash safe
    - Ensure that cash safe is re-locked upon each access

- **Inventory control system**
  - update closing reports, and print 2 copies;
  - 1 shall be placed in the closing reports binder; to be filed indefinitely per our records storage protocols
  - 1 shall be placed with the daily cash total/deposits for accounting
  - complete cloud based backups
  - upload to storage drives

- **Inventory control system reporting to PA state electronic tracking system**
  - Update exports under ‘reports’
  - ‘Save as’ that days date in the following format:
    - November Tenth 2017 = 11-10-17
  - Log into State reporting system
  - Upload the reports into system and verify submission acceptance
  - Should any error occur, or package not be recognized; search for spaces before package numbers, or within the sequence
  - Search for missing digits / incomplete package numbers
  - Ensure all packages are appropriately entered in POS system, with RFID information entered as the ‘additional ID’
20. Travel Manifests, Invoices, and Purchase Orders
All electronic and physical copies must be maintained in accordance with our recordkeeping protocols. This gives a paper trail of all product dating back to inception of the program, along with producer, transporter & transport vehicle/agents, shipment, order, receiving/inspecting employee, authorizing administrator, security, and accounting information.

21. Agent / Personnel Records
The compassion center is required to maintain strict personnel records for both agents and employees, and will keep shift/schedule records along with pertinent attendance records indefinitely.
   
a) Employees and Agents
Employee records include any resume, application and contract for employment, state authorized agent identification/clearance, a signed copy of the operating manual and related forms, tax forms related to employment, any record of disciplinary action taken against the individual, documentation of shift attendance, and any other pertinent information. Agent records should also maintain general information such as current address and phone number.

23. Training Attendance Records
Including employee / agent information, demonstrated knowledge, and attendance / compliance acknowledgements of required training indicating the date, time, and place of training as well as topics discussed including the name and title of the presenter. To be filed and stored indefinitely per our record keeping protocol.

24. 3rd party service provider records
Including security, pest control, maintenance, electrical, hvac, transportation, or other necessary services rendered to maintain facilities in good repair and/or otherwise used throughout normal operation. Provider contact, license, agent, vehicle, and service details will be recorded and stored per our record keeping protocol.

25. Cleaning and Sanitation Records
We shall maintain a log / designation of employees responsible for cleaning; area, time and date of cleaning; an inventory log for the storage area designated for chemical cleaning agents which is locked and segregated from any areas containing cannabis

26. Visitor Log Records
Visitor logs must be kept indefinitely; physically in the ‘records archive’ onsite, off-site, and digitally via hard drive and cloud based storage

Employees, upon admitting/logging a visitor shall:
keep and file a physical ‘Visitor Log’, which is to be stored within the ‘records archive’ and updated daily into the digital inventory/patient control system and cloud backup system.

**Visitors must:**
- be signed-in and out of the physical and digital visitor log accordingly by a registered employee
- complete the: date, time, name, signature, agency/company, and reason for visit sections of the log

**Visitors entering any area of the facility must:**
- be logged-in and out of the physical and digital visitor log accordingly by a registered employee
- complete the: date, time, name, signature, agency/company, and reason for visit sections of the log
- not bring any unspecified guests
- present / possess a valid government issued ID
- wear a visitor’s badge, plainly visible; and be escorted by staff at all times; with the escorting staff member logged with the visitor’s information
- the registered employee must verify and initial all log entries

Upon admitting a visitor into the facility, the registered agent which processes / logs such visitor shall:
- Make a photocopy of the visitor’s government issued identification.
- This photocopy shall be kept in the ‘Visitor Log’ file, which is to be stored on site in the ‘records archive’, off-site, and updated daily into the digital/cloud backup system.
- Files/logs shall be filed in a chronological order respective to the visitor’s log; stored per our record keeping protocol

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

**SECTION 18 – ORGANIZATIONAL STRUCTURE**

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☐ Limited Liability Limited Partnership  ☐ Non-Profit Organization  ☐ Other (explain): 

Applicant’s Organization Documents

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Applicant’s Identification Numbers

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<th>PA Workers’ Compensation Policy Number (If applicant is currently doing business in Pennsylvania):</th>
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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  ☐ 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:

Executive Summary

Introduction

Our Company strives to provide the highest quality products and services to our customers. We believe in customer focused decision making that involves voice of customer feedback in everything we do, from the products we offer to the way we reach the market and the community. Our Company’s number one goal is to make our customer happy, no matter the cost, so that they feel confident and motivated to recommend us to their network of family, friends, and colleagues. In order to ensure our successes, we ensure that we will be committed to first-class customer service, the highest quality products, maintaining compliance, profitability, and effectively capturing the existing and future market share while also generating a positive image and impact for our community. This is carried out through strict protocol, high quality training, and constantly improved operating procedures. Quality patient service, competitive pricing, sound business practices, a safe environment and attention to detail shall always be a high priority for the company, its employees and customers.
Operations

Our Company strives to provide the highest quality products and services to our customers. We believe in customer focused decision making that involves voice of customer feedback in everything we do, from the products we offer to the way we reach the market and the community. Our Company’s number one goal is to make our customer happy, no matter the cost, so that they feel confident and motivated to recommend us to their network of family, friends, and colleagues.

The facilities and operations will be overseen by the principles and general management, with full transparency and accountability for all activities and employees. The on-site product managers are to be highly trained, licensed pharmacists, PA, and NP licensees. These specialists will also be educated specifically in the arenas of cannabis, its use and treatments. An expert consulting firm specializing in cannabis operations has been engaged to provide training, operating procedure and support to all levels of employees, and has successfully done so in states such as Colorado, Connecticut, California, and Nevada.

Our operational policy and procedures are among the most in-depth in the industry, and are designed to promote successful, compliant business with top-tier quality assurance, and a focus on positive customer experience.

These policies, procedures, and training modules include:

- Employee Best Practices
- Time Responsibility
- Time Synchronicity
- “Good Health” Practices
- Sick Employee Practices
- Employee Responsibility to Notify
- Product Safety
- Dress Code and Personal Grooming
- Customer Dress Code
- Personal Items
- Daily Responsibilities / Down-time
- Time-Clock
- Break Periods
- Scheduling and Scheduled Breaks
- Incident Reporting
- Employee Disciplinary Actions & Termination
- Maintenance

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Open Flames   Error! Bookmark not defined.
Electrical Appliances   Error! Bookmark not defined.

System Maintenance and Testing   Error! Bookmark not defined.
INVENTORY AND SALES CONTROL

Our Company has implemented a stringent control system that will be put in place via: a point of sale/inventory tracking system; tools and form for accounting and verification; and tasks and processes that will ensure accountability at every stage through the product chain. Our Company will implement a Department approved industry management database system. This system will allow Our Company to strictly enforce the patient purchasing limits as established by the State of Pennsylvania. In addition, these purchasing limits will be communicated to each patient verbally during orientation and via the Patient education materials. Also, employees will be educated on patients’ purchasing limits and how to best communicate this to each patient and/or their caregiver. To best monitor the tracking of product to patients, Our Company will institute a database tracking system which will be automated to determine if a patient is allowed to make a purchase based upon their monthly limitation.

Products and Services

Our Company will offer the following core products to our customers, with additional products added as demand and feedback indicates from our customers.

A. Medical marijuana
B. Products and services to complement the above
C. Other items as identified during startup and based on supplier offering
D. See below for in-depth details

Our Company’s strengths, include:

10. Compliance
11. Marketing
12. Variety of menu offered
13. Competitive pricing
14. Relationships with patients
15. Experience

Supplies required to operate the business on a day-to-day basis will be procured from local suppliers. These supplies include office supplies, cartons and packing, supplies, cups, lids, napkins and other paper items, marketing materials, merchandising displays, and other tangibles required to service our customers, display the products, and execute the services we offer. Equipment will be procured from local distributors and retailers and store improvements will be contracted out to local tradesmen.
A variety of Cannabis based or infused products will be available to assure that patients are provided access to Cannabis via a number of ingestion modes, providing a safer, viable means of access, which encompasses the full community population.

Cannabis Products
Cannabis-Centered Products
Books and Educational Materials

We will feature such products that inventory is encompassing of not only a full range of ingestion modes, but also that a full spectrum of Indica, Sativa, Hybrid, and Cannabidiol (CBD) rich Cannabis Strains in order to create a diverse Terpene and Cannabinoid profile available to patients. (As will be feasible subject to producer availability)

pill;
oil;
topical forms, including gel, creams or ointments;
a form medically appropriate for administration by vaporization or nebulization, excluding dry leaf or plant form;
tincture;
liquid.

**Services will include:**

**Intake/Orientation Process.**
Newly registered qualifying patients and their personal caregivers must initially participate in an "Intake/Orientation Process".
The Intake/Orientation Process will provide patients with a comprehensive understanding of rules, special programs and library resources; various methods of medical-cannabis administration and/or ingestion options, and related side effects; safety, effectiveness and techniques relating to alternative dosage forms

**Consultations with the OSPM**
Will also aid in delivering ‘Patient centered care’, based on their specific needs, conditions, and provide the ability to perform and improve this care on an ongoing basis

**Continued One-On-One Interviews and Training Sessions.**
Our company believes that the best way to provide counseling and education to member patients is through one-on-one interviews and information sessions. Through training and experience, our professional staff will share their knowledge in helping patients make the right choices of cannabis and application.

**Ongoing Medical Studies and Research.**
Our company is receptive to assisting new or ongoing medical studies and research and strives to help patients help themselves in a positive and compassionate way. We do this by offering patients the opportunity to participate in ongoing medical studies and research trials which, if agreed to, will be shared with their recommending physicians and our advisory medical committee on a voluntary, anonymous basis
Events and Workshops
A calendar of events and workshops integrating all aspects of well-being will be posted and updated in the dispensary facility. These workshops will include, but are not limited to:
2. Seminars featuring patients and their experiences.
3. Seminars featuring legal experts in the continuously developing and changing medical marijuana industry.
4. Scheduled talks by physicians, pharmacists, nurses and other medical practitioners and healthcare providers.
5. Seminars involving the common participation of patients, doctors and community though leaders will also be organized to allow cross education.

Pain Management and Wellness Community Calendar and Services.
We intend our dispensary facility to be viewed by patients as a pain management, general health and wellness resource whereby holistic medical and wellness consultation and treatment may occur through a wide range of professionals...
   d. Compassionate understanding and assessment of the multidimensional nature of patients in pain; and
5. Diagnosis and alleviation of acute, chronic and cancer pain and the pain and suffering of persons with advanced serious illnesses;
6. Development and utilization of advanced modalities in pain medicine to help patients live more fulfilling and productive lives; and
7. Promotion of care and wellness for the whole patient and his or her family.
As such, we strive to promote an innovative and multidisciplinary approach utilizing all available services and products directed through such professionals to assist member patient recovery in multiple aspects of their lives to the extent so needed and desired by the individual patient.

Reference Library
We will maintain a reference library in a very relaxing setting at the dispensary facility that includes current research on medical marijuana, legal aspects, booklets on specific conditions treated by cannabis, and reference materials on integrative medicine.

- Interactive Website and New Media Interaction
- Internet Resources on Medical Marijuana
- Published literature and resources

Future Commitment to Evaluation-
At the end of the first fiscal quarter (and each successive quarter) we will evaluate and determine any new Cannabis or non-Cannabis based products and brands to best serve its patient’s needs.

Market Analysis
Our Company will market its services to patients from all age groups, genders, socioeconomic classes, and demographics in our target geographic market. Our financial and traffic projections are based on statistical trends from the industry, qualifying patient statistics, average spend and market capture rates, which we have assessed and determined a conservative series of estimates thereof.
anticipate an increase in traffic as the social paradigm shifts towards cannabis acceptance as it has in other states with medical marijuana programs, and as more doctors begin to become educated in cannabinoid therapies and become certified to write recommendations.

The industry has seen an average annual growth rate of 30.2% over the last five years, placing industry revenue at an expected $1.9 billion for 2015. Since 1996, proponents of cannabis have pushed for individual states to recognize marijuana as a treatment or pain-reliever for a range of illnesses. New medical research and changing public opinion have advanced these efforts and have contributed to the growth of the industry during the past five years. Over the next five years, the industry will continue to benefit from increasingly favorable attitudes toward medical marijuana-based treatments. Additionally, the industry will be led by the growth in demand for recreational marijuana. The Medical & Recreational Marijuana Growing industry is expected to grow at an average annual rate of 31.4% over the next five years, placing industry revenue at $7.4 billion in 2020; this includes a 22.1% growth rate for 2016.

The market for medical and recreational marijuana is heavily dependent on state regulation of cannabis. Medical Marijuana is used to treat many ailments, but it is most commonly used to relieve pain. IBISWorld estimates that medical Marijuana Patients account for an estimated 85.9% of all industry revenue in 2015, and is generally inline with slightly higher Indica dominant product consumption.

The industry's customer markets can be segmented across a variety of factors, including sex, age, and ailments for which medical Marijuana is prescribed. The median age of a medical Marijuana customer is 41.5 years of age. 24.0% of customers are between the ages of 18-30; 26.0% of customers are between the ages of 31-40; 23.0% of customers are between the ages of 41-50; and 27.0% of customers are more than 50 years old. The customer market is heavily skewed toward males, who account for about two-thirds of all medical marijuana sales, while females account for the remaining one-third of industry revenue.

Severe pain is the most commonly cited reason for medical marijuana use. Severe pain can result from a variety of chronic diseases and injuries. Medical marijuana can help alleviate severe pain and help patients relax and rest. IBISWorld estimates that in 2015, 64.6% of customers used medical marijuana because of severe pain. Over the past five years, this market has remained relatively stable, as many health problems can cause severe pain.

Muscle spasms can be caused by multiple sclerosis, Lou Gehrig's disease, cerebral palsy, quadriplegia, cranial and spinal nerve injuries, and Tourette's syndrome, among others. Because medical marijuana is purported to help patients relax and sleep better, it is estimated that 8.9% of industry customers used medical marijuana because of muscle spasms in 2015. The wide variety of diseases that cause muscle spasms has kept demand stable from this market over the past five years.

A variety of diseases can cause nausea and migraines, including digestive disorders. Medical marijuana can provide relief and muscle relaxation, which helps alleviate nausea. IBISWorld estimates that in 2015, 6.9% of industry customers used medical marijuana because of severe nausea. This market has not significantly changed over the past five years.

Medical marijuana is used to help provide pain relief in a variety of more specific diseases and conditions, such as patients suffering from cancer and seizures. Cancer treatment can be painful, and medical marijuana can help patients relax and rest to accelerate the recovery process. Over the past five years, demand from other patients has remained stable, as the incidence of these diseases has not
significantly changed. Additional cancer, epilepsy, and other severe condition treatments are being developed using Cannabinoid based therapies and treatments.

Chester County: 
351,586 age 18-64 (including 12,885 veterans) @ .03 qualifying patient rate average; .10 capture rate average; .0035 annual capture rate; 600 estimated patients by year 1; 1,230 estimated patients by year 2; 1,700 estimated patients by year 3

Bucks County: 
388,203 age 18-64 (including 13,710 veterans) over 18  @ .03 qualifying patient rate average; ; .10 capture rate average; .0035 annual capture rate; 650 estimated patients by year 1; 1,358 estimated patients by year 2; 1,850 estimated patients by year 3

Delaware County: 
318,529 age 18-64 (including 10,853 veterans) @ .03 qualifying patient rate average; ; .10 capture rate average; .0035 annual capture rate; 500 estimated patients by year 1; 1,114 estimated patients by year 2; 1,500 estimated patients by year 3

Branding and Marketing

Our Company will achieve or exceed its sales forecasts through relationship building, and a competitive business structure that offers additional value to our customers compared to other dispensaries. Our competitive edge will be our high quality and patient oriented care approach. We will launch an integrated marketing campaign that is specifically developed to showcase the strengths of our business model and menu, and remain in full compliance with the act and regulations. We will develop and market an image of a high quality provider of our products and services. This image will be presented in our marketing materials, sell sheets, signage, website, and the presentation and attitude of our employees. Service will be completed with a smile, and the customer will receive unparalleled service and response to questions, problems, or requests.

Company Management

Principal MEMBERS
Members have entrepreneurial expertise in starting and operating a business, as well as healthcare and counseling. Our Company will be structured around the following core disciplines. Quality of care, adherence to local and state regulations, proper staffing and training with qualified personnel.

Provides both individual and family therapy. Responsibilities include coordinating, assessing, implementing and evaluating the behavioral healthcare needs of children, adolescents and families. Functions in consultative, collaborative and educational relationships with the primary care physician, staff psychiatrists and other professionals involved in client care. Provides training for school staff, agency personnel and community members to implement addiction prevention. Develop and write treatment plans, process notes, and diagnostic summaries.

Expertise includes education and addiction prevention programming designed to equip students, parents and community members with the skills and information needed to pursue and encourage healthy living; Behavioral health assessments; drug and alcohol interventions along with support services needed by client.

Skills
- Public Speaking
- Addiction Counseling
- Records management
- Continue Care Planning
- Violence Prevention
- Crisis Intervention
- Family Education
- Charitable Interests

Distinguished career in the Healthcare technology industry which spans executive, marketing, and sales management roles in data communications, networking, hardware, Software and services. Prior to 1998 was ranked #5 in Entrepreneurs Magazine’s top 100 fastest growing businesses in the United States.

Skills

4) Business Plans
5) HIPPA Compliance
6) Hospital Meaningful Use Compliance
7) Clinical Workflow
Principal in three insurance agencies, with five independent locations, employing in excess of 30 people.

Currently serve as the corporations Human Resources and Insurance Company liaison, tasked with enforcing and monitoring the strict HIPPA, State regulations and compliance issues placed on our agencies. Continually review insurance company contracts with our agency as well as developed and maintain our licenses in all 50 states.

Review, update and monitor our employee manuals and procedures to insure we are complying with the Equal Opportunity Guidelines in our hiring, firing and ongoing work flow. Monitor the continuing education requirements of our employee's to insure license compliance. Negotiate our Errors and Omissions, Health Insurance and company contracts on an annual basis.

SKILLS
- Interviewing
- Hiring
- EEOC Issues
- Community Involvement
- Employee Management
- Compliance
- Charitable Contributions
- Office Management

Currently the principal of three insurance agency organizations that employs thirty professionals. The organizations are represented by five distinct service locations located in Southeastern Pennsylvania. Our
expertise lies in the following disciplines - personal, business (all related lines) and life insurance.

Responsible for managing the financial affairs of the businesses with a focus on expense and debt management. Provide the ownership team of three individuals with all financial reporting and I am the liaison between our Organization and our corporate tax accountant.

Responsible for communicating performance initiatives and results to various insurance companies. Communicate with our company employees the expectations, procedures, underwriting requirements of those insurance companies.

Personally handle the business insurance (property, general liability, commercial auto, workers compensation, umbrella liability and related lines) for 90 Pennsylvania small to medium size businesses with a concentration of commercial real estate/property developers, light manufacturing, wholesale distribution and contractors.

X. Skills

Financial management
Quality control
Customer service
Procedure efficiency
Human resources
Document management
compliance
Facilities management
Long term planning
Corporate acquisition
Charitable Interests
Currently the principal of three independent Insurance Agencies with five locations throughout Southeastern Pennsylvania and over 30 employees specializing in personal, business, life and health insurance.

Responsible for business development and sales with 24 years of experience driving bottom line performance in challenging markets using comprehensive operating strategies.
Maintaining/increasing volume, revenues, profits, corporate goals, risk management, growth strategies, long-term sustainability, new sales forces, organizational expansion, recruiting, training, and cost reduction.

XII. Skills

- Business Development
- Growth Strategies
- Facilities management
- Customer service
- Corporate acquisition
- Risk Management
- Human resources
- Charitable Interests

community

Our intended Advisory Committee is comprised of healthcare professionals and specialists, as well as business experts, and intends to operate on a volunteer basis, pending and contingent on a permit award, and will submit/pass any necessary criteria from the department as applicable.
Experience in Pharmaceuticals, Biotechnology and Medical Devices. Implements systems and methods to generate creative marketing initiatives and drive sales. Provides decisive leadership to both field sales and internal marketing organization, encourages positive performance through a hands-on management style. Focused on business growth and market development; orchestrates all efforts toward the achievement of established goals and objectives.

Work Experience

- Chief Medical Officer – Responsible for oversight of the medical staff and medical staff office, leadership of quality committees and projects, and facilitation of outreach and communications with community-based physicians and their practices.
- Corporate Compliance Officer – Provide oversight to assure that each department with compliance risk performs on-going analysis of potential exposure as identified by various regulatory agencies.
- Operational Responsibility - Manage nearly 500 full-time staff positions and an annual operating budget of $70 million.

Recognition and Awards

- Becker’s Top 100 Orthopedic Hospitals in US 2016
- Becker’s Top 100 Heart Hospitals in US 2016

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<tr>
<th>Police Officer</th>
<th>July 2007–July 2012. Patrol in marked police car and respond to any complaints requiring police assistance. Responsible for upholding the law and providing safe environment for all residents and visitors.</th>
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<td>Upper Moreland Township</td>
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<td>Police Department</td>
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<tr>
<td>Police K-9 Handler</td>
<td>1982-1986. Trained and worked with police canine,</td>
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including tracking suspects, building searches, crowd control and felony apprehension.

**Officer In Charge** 1995-1996. Acted as shift supervisor in absence of Sergeant.

**SPECIAL ASSIGNMENTS:**


As an operations specialist, he has helped facilitate start-ups, has numerous vendor relationships, overseen multiple operations, and developed in-depth policy and procedures. He’s assisted with and developed several winning merit-based State applications, developed proposal responses for State policy development, and has in-depth understanding of the industry including the arenas of political landscape, market strategy, project management, and high-level needs, design, and operations.

- Cannabis operations specialist
- Community liaison
- Project management
- Employee Training
- Compliance

**CERTIFICATION:**

American Board of Family Physicians, 2013 ABFP, CAO, Sports Medicine, 2014

American Board of Osteopathic Family Physicians, 1995

**EMPLOYMENT:**

Private practice, Wilmington, DE, 1994 - 2015

**XII. Professional Summary**

Provide integrated, non-surgical care in the treatment of conditions related to the nerves, muscles and bones and develop a comprehensive rehabilitation/treatment program specific to each individual patient.
Our company has also recruited (on a preliminary level) a number of highly qualified, licensed pharmacists to serve as product management personnel, their employment is contingent upon, and pending the award of a permit. They too will submit/pass any necessary criteria from the department as applicable.

Highly successful leader in the pharmaceutical industry. Practicing senior clinical licensed pharmacist and Director of Pharmacy with over 25 years of wide-ranging experience in diverse and demanding hospital, retail and long-term care and skilled healthcare settings.

XIII.

XIV.

XV. Dedicated pharmacist with a 20 year track record of providing quality, patient oriented service in a long term care pharmacy, pharmacy benefit management (PBM) pharmacy, and retail setting.

Proven abilities to solve problems while managing personnel and workflow in a fast-paced environment. Deeply involved with filling accurately, patient care, error reduction, productivity improvement, problem solving, pharmacy policy development, and drug information/education

A. 20 years of Clinical pharmacy experience spanning direct patient interaction, extensive counseling, and delivery of medical information spanning pharmaceutical industry, retail pharmacy and long-term care settings.

XVI. Versatile, proactive, and detail-oriented professional, offering extensive experience of pharmaceutical processes; coupled with knowledge of durable medical equipment (DME) and unit dose packaging for nursing facilities. Equipped with solid expertise in warfarin dosing with international normalized ratio (INR) management, medication delivery, customer satisfaction, and drug therapy.

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Section 20 – Current Officers

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

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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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If more space is required, please submit additional information on other officers in a separate document titled “Current Officers (Contd.)” 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:
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

(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:

**E. For C-corporations, S-corporations, LLCs and LLCs**

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# Pennsylvania Department of Health

## Medical Marijuana Dispensary Permit Application

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### F. For partnerships and LLPs

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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER PARTNERS IN A SEPARATE DOCUMENT TITLED “INTEREST OF OTHER PARTNERS (CONT'D.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.

G. 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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 pennsylvania
DEPARTMENT OF HEALTH
WITH THE ATTACHMENTS.

SECTION 22 – CAPITAL REQUIREMENTS

PROVIDE A SUMMARY OF YOUR AVAILABLE CAPITAL AND AN ESTIMATED SPENDING PLAN TO BE USED FOR YOU TO BECOME OPERATIONAL WITHIN SIX MONTHS FROM THE DATE OF ISSUANCE OF THE PERMIT:

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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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Part F – Community Impact
(Scoring Method: 100 Points)

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:

Community Impact Overview

1. Summary
Along with our goals of Patient care delivery, model operations, and community mindedness, are the goals of improving our community directly through economic development, environmental sustainability, and neighborhood safety which are key factors in promoting healthy communities.
We also plan to work with community-based organizations and residents to translate their visions into visible change, and ensure that we genuinely reflect and help resolve the community’s needs.

Contained herein:

- Structure and Frequency
- Summaries of Concerns and Impacts
- Direct Community Benefits
- Community Beneficial Outreach Efforts
- Environmental Impacts and Efforts
- Three Year Plan for our Community
- Continual Improvement and Ongoing Efforts

We understand that a business of this type begs many concerns which are merit-worthy. And, although this particular location and business type do circumvent many traditional impacts associated with those of Cannabis distribution, it is our goal to mitigate all and any associated communal risks and impacts, and to always positively impact our community.

B. Structure and Frequency
A company Principle will serve as the “Community Service Officer”, and hold the responsibility of coordinating, executing, acquiring technology, and delegating the accompanying matters to achieve our goals, as well as the delegation or substantiation of associated donations, hosting/attendance commitments, etc. Practices, techniques, etc. on a consistent basis will be a shared responsibility of all Employees, Administrators, and Officers.
Should no Officer or Employee be able to host/attend a function for any outreach program, the equivalent monetary donation for admission to a similar event will be made within 30 days.
A portion of each scheduled staff meeting will be dedicated to discussing, expanding, and/or improving our community service / impact practices, information, and goals.
The program will undergo a quarterly review by the directing board, to assess data, practices, new information, and how to improve our benefit to the community, to at least the extent of the categories listed as per our ‘Summaries of Concerns and Impacts’ section.

C. Summaries of Concerns and Impacts

- Crime, security, and diversion
- Traffic and public nuisances
- Substance abuse in the Community
- First Responders
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- Education
- Animal Protection and Care
- Armed Service Veteran Services and Rehabilitation
- Homeless Persons Support and Outreach
- Environmental impacts and efforts

Crime, Security, and Diversion

Community partnerships/relationships
In order to positively impact our community we must understand its needs and hear its voice. Thus, we have begun to form communicable relationships and strategic partnerships with local businesses, community improvement as well as relationships with public service groups including substance abuse, homelessness outreach, veteran’s support and rehabilitation, fire and police, animal protection, environmental, and educational.
Neighborhood task-force / community-watch program
We also intend to participate in our community watch / responsibility program(s), in order to cohesively work with our community to protect it.

Employee protocol & community mindedness
All Employees and Officers will be invited and/or required to participate in company related community programs/events, and encouraged to practice community mindedness and participation in their respective communities and neighborhoods.

Traffic and public nuisances

Traffic impacts
Because of the nature of our facility with ample parking, and location adjacent to major highways, public transportation and within walking distance of the urban concentration in our proposed areas, our business will impose minimal traffic impact to the community.

Facility appearance, signage, professionalism
We understand that in this emerging industry, there are still a number of social and cultural differences of opinion and understanding. Our model is that of a professional medical provider, and in operations will use only medically oriented, professional branding and signage, utilized in a manner that is fully compliant and non-intrusive to the residents of the community. Our facility is to include high-end professional interiors, exteriorly is designed to draw minimal attention, and to cause minimal impact or traffic with regard to the nearby businesses, communal/public centers or homes. Employees and Officers are required to maintain highly professional etiquette and workplace control on and off-site. Additionally, no loitering, soliciting, or on-site consumption is to be allowed.

Odor Control
All/any air to be exhausted or recycled within the facility will be filtered for micro-particles, organic materials, and odor elements, including residual Cannabinoids and Terpenes via active carbon filtration driven by high-volume in-line fans, at a capacity which will filter the full volume of the facility, fully or substantially eliminating accompanying odors inside the facility, and render them undetectable outside it, ensuring higher safety and quality levels of used air, and leaving any exhausted or contained air effectively ‘scrubbed’ of odor and other particles.

Substance Abuse
Substance abuse is an overwhelming problem in this community which has or will affect nearly every family and business. Our company shares an altruistic vision to encourage prevention and recovery versus jail/prison sentences, and the accompanying taxpayer burdens.
Beyond ensuring that our product is of medical grade caliber, fully secured and accounted for, and never to be dispersed other than for medical use, it is our goal to actively improve our community through outreach and education. We have also dedicated a portion of our net revenues, and assistive participation to a substance abuse prevention and solutions group, as well as creating an internal / community watch concept.

Environmental impacts and efforts
A business of this type also includes a number of environmental impacts in our community, which must be reduced or mitigated as much as possible. These include:

- Power consumption
- Water usage
- Lighting related waste
- Greenhouse gas emissions and Carbon ‘footprint’

We’ve created a comprehensive plan to minimize our communal and global environmental impact, the summaries of which are included in this document. Including:

- Practices and Methodologies
- Equipment, Usage, and Technology
- Internal and External Programs & Contributions
- Additional / Future Concepts

D. Direct Community Benefits

Local economic stimulation & tax revenue

- This project will directly and indirectly create sustainable income initially, and permanently for a number of residents, local contractors and service providers. These groups are to be sourced with priority given to those businesses/persons deemed as ‘diverse’ in ethnic, gender, or service and disability, from within the local community.

- Communal economic gain of well compensated employees that have growth and/or expendable income to reinvest into their communities.

- Other / Outside service providers such as landscaping, maintenance, contractors, ancillary services, etc. will be sourced from within the community as much as possible.

- Direct and in-direct economic stimulations will also positively impact the community through the associated and/or accompanying applicable tax revenues.
Pennsylvania Department of Health
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- Utilization of vacant space in an area which will benefit from positive economic development

Improved alternative health solutions / medical grade Cannabis availability

Our goal is to deliver medical grade Cannabis and palliative Patient care. This means approaching the Medicinal Cannabis industry with the goal of developing effective treatments based on modern scientific and medical research.

Employees will be trained at the highest levels in Cannabis specific application, along with a number of other non-Cannabis elements, and will have continued learning mandated as necessary to incorporate new products and services throughout operation.

Ongoing data and analytic relationships will also be evaluated and applied, to ensure a continued improvement into the future. This will also include physical measures, with regard to quality control and assurance. We intend to establish a voluntary, anonymous patient data program which monitors patient care, usage, and treatment efficacy over the length of our tenure. This information is shared (in full HIPAA and related compliance) with a medical specialty and an analytic group, to help determine the effects and efficacy of specific therapies and treatments.

Quality Assurance, Control and Product Safety

We have developed and implemented specialized training, controls, and processes to establish additional in-house quality control and assurance elements in addition to the required safety and quality controls.

Independent Laboratory Analysis Assessment and Application

Our focus is placed on using this quantitative data, along with traditional and pertinent Patient data to deliver the highest level of care with application of many Cannabinoid / Terpene profiles, and including non-psychoactive Cannabidiol based (CBD) products.

Adjunct Patient Care Goals

- Compassionate valuation and efficient operations to reduce costs
- Supporting Health Care Reform and Reducing Health Disparities
- Educating on the concerns of, and the use of medical Cannabis
- Chronic disease management in disadvantaged populations
- Focus on health needs for the uninsured, low income persons, elderly, and immigrants.

E. Community Beneficial Outreach Efforts

Our goal is to make a positive impact on the surrounding community through direct, continued, monetary and participative support. To ascertain these goals, we have developed a relationship with the following groups and/or have devoted the following allotments. The local groups pertain to our
first priority location/county, and similar groups will be selected in each additional county should they not have an available chapter in those respective areas.

A flat rate amount listed herein, or a commitment of net profit (split equally between applicable groups) will be donated to the following (or similar) groups in each area our facilities operate.

Donation to, Local substance abuse prevention programs, Public works, and Education

Drug Abuse Counseling

Upon operations, a dedicated percentage and flat rate minimum portions of profits will be donated to the rejuvenation and implementation of the Aldie Counseling Center to directly help eradicate the resulting harm from drug misuse felt by users, families, communities, and public resources.

- Percentage based on revenue; $1,000 minimum/year, to be escalated assuming improved net revenues
  - Host and/or attend fundraiser events

Donation to Library

Donation to Animal Shelter

Donation to Emergency responder funds of

Donation to diverse Group’s professional development and education assistance

Donation to Homelessness Support and Shelter Group

Donations and Ongoing treatment programs; Parkinson’s Disease
Percentage based on revenue; [DOH REDACTED], to be escalated assuming improved net revenues to the Parkinson’s Council

- We will also invite members to participate in our ongoing treatment and data program to support their recovery
  - Host and/or attend fundraiser events

Donation to Veteran’s group

- Percentage based on revenue; [DOH REDACTED], to be escalated assuming improved net revenues to the Veteran’s Multi-Service Center
- We will also invite veterans to participate in our ongoing treatment and data program to support their recovery
- We will invite veterans to join our team through employment opportunities for security, reception, technician, group counseling, and any other positional opportunity
  - Host and/or attend fundraiser events

F. Environmental Efforts

Recycling program / internal waste minimization
All applicable materials consumed on-site are to be placed in provided receptacles, sorted by a delegated or volunteering employee, and recycled. This includes goods for production, as well as general items such as paper, food & beverage packaging, etc. and will be encouraged for all employees and officers in their homes and communities as well.

Road segment / rest stop sponsorship
In order to compensate for our vehicle and travel related consumption/output, and adjunct to our ‘carbon reduction sponsorships’, we are also participating in a State approved, ‘road segment / rest stop sponsorship’ program.

Rainforest protection / carbon reduction sponsorships
As per our environmental impact and goal summary, it is estimated that at $30/ton CO2e, a common assumed social cost of GHG emissions; these estimates imply climate damage worth between about 1 cent per gram of product for indoor growing. Our actual cost/impact will be determined upon actual operational / sales values, and an equivalent amount of funding will go directly to tropical rainforest protection, and/or local carbon reduction/environmental improvement groups.

Car-pooling program for Employees
This program will reduce our emissions output, demand for resources, and risk of malfeasance regarding staff transportation. This will also reduce traffic in the surrounding areas.

Additional Environmental Concepts

Solar panels
Will be added using a local supplier/installation service, on an as-possible basis as per our facility ability/limits, in order to supplement office related consumption, during and after achieving our eventual goal of electric independence reduction. Installation/capacity is earmarked at 15-25% offsetting of office use for fiscal years 1, 2, and 3, with the hope to reduce this time if it is found to be financially reasonable. We hope to reach 100% by fiscal year 5.

G. Three Year+ Plan for our Community
Our three year plan involves yearly goals to attain the objectives for a safer, healthier community through education and awareness. Each year a new goal is made, our new objective will be focused upon to help the community in specific ways.

<table>
<thead>
<tr>
<th>Year One</th>
<th>Year Two</th>
<th>Year Three +</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create local alliances with community groups and carry out community service objectives</td>
<td>Continue and grow support with local groups</td>
<td>Outreach and awareness beyond local community</td>
</tr>
<tr>
<td>Establish parameters for internal assessment &amp; initial improvements</td>
<td>Improve abilities through internal assessment</td>
<td>Continue improvement and begin to implement / achieve milestones for environmental objectives</td>
</tr>
<tr>
<td>Give donations to key community organizations and assist them</td>
<td>Donations to organizations increase to a higher level</td>
<td>Increase list of organizations for donations, and increase donation levels with existing groups.</td>
</tr>
</tbody>
</table>

H. Commitment to Continual Improvement
Our goal will again be to serve as a model operation in all facets, including community service and risk mitigation. This category too is to fall within the objectives of our overall goal of continual evaluation and improvement, and one which contributes maximally to our community, while reducing or eliminating any undesirable associated elements.
We will continue the support of these and future organizations and community groups indefinitely throughout the term of our operation, and continually seek to improve or discover new ways to positively impact our community.
Attachment A: Signature Page

Instructions:
This attachment is the signature page for your application and all other attachments.
- Please review the application
- By checking the appropriate boxes, indicate the sections that are included in your submission
- Print this attachment
- Sign the document (primary contact or registered agent)
- Scan this sheet and save it as a file called “Attachment A,” using the appropriate file name format

By checking “Yes,” you acknowledge that you have read the Medical Marijuana Organization Permit Application Instructions before completing an application for a medical marijuana organization permit.

| ☒ | Yes | ☐ | No |

The applicant hereby submits this application for a Medical Marijuana Organization Permit to the Pennsylvania Department of Health, which consists of the completed application parts and attachments listed below:

FEES:
- ☒ Initial Application Fee
- ☒ Initial Permit Fee

APPLICATION:
- ☒ Completed Application

OTHER ATTACHMENTS:
- ☒ Attachment B: Organizational Documents
- ☒ Attachment C: Property Title, Lease, or Option to Acquire Property Location
- ☒ Attachment D: Site and Facility Plan
- ☒ Attachment E: Personal Identification
- ☒ Attachment F: Affidavit of Business History
- ☒ Attachment G: Affidavit of Criminal Offense
- ☒ Attachment H: Tax Clearance Certificates
- ☒ Attachment I: Affidavit of Capital Sufficiency
- ☒ Attachment J: Sample Medical Marijuana Product Label
- ☒ Attachment K: Release Authorization
- ☒ Attachment L: Applicant Priorities for Multiple Applications

BACKGROUND CHECKS:
- ☒ The applicant has requested background checks, as described in the instructions.
### ADDITIONAL ATTACHMENTS:

Please list any other documents you are submitting as part of this application:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Name of Document</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>3172017 Dispensary Security Features</td>
<td>Security features</td>
<td>Security equipment overview</td>
</tr>
<tr>
<td>3172017 Dispensary Proforma Year 1</td>
<td>Pro forma year 1</td>
<td>Financial summary/projections</td>
</tr>
<tr>
<td>3172017 Dispensary Proforma Year 2</td>
<td>Pro forma year 2</td>
<td>Financial summary/projections</td>
</tr>
<tr>
<td>Pharmco LLC 3172017 Dispensary Security Contract (Contd.)</td>
<td>Operation timetable (contd.)</td>
<td>Operational timeline (contd.)</td>
</tr>
<tr>
<td>3172017 Dispensary Security Contract</td>
<td>Security contract</td>
<td>Security provider contract</td>
</tr>
</tbody>
</table>

A false statement made in this application is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

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A false statement made in this application is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

---

Signature  
Title in Applicant's Business  
Date

Printed Name

A false statement made in this application is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).
Signature  Title in Applicant’s Business  Date

Printed Name

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.

Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:

[Redacted]
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BACKGROUND

A. The Company has been organized as a Pennsylvania limited liability company by the filing of a certificate of organization with the Department of State of the Commonwealth of Pennsylvania under and pursuant to the Act on January 20, 2017.

B. The Members wish to memorialize in writing their understanding of their respective rights and obligations with respect to the operation of the Company and to provide for an arrangement governing certain dispositions of each Member's respective interest in the Company. This Agreement amends, restates and supersedes in its entirety the Operating Agreement dated January 20, 2017 previously adopted with respect to the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Members agree as follows:

1. Definitions. In addition to the terms defined in other provisions of this Agreement, the following terms shall have the meanings set forth below unless the context requires otherwise:


   "Affiliate." As to any Person, any other Person that directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with such Person or, if such Person is an individual, the Immediate Family of such Person or trusts solely for the benefit of such Immediate Family. As used in this definition, the term "control" means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, as trustee or executor, by contract or credit arrangement or otherwise.
“Agreement.” This Amended and Restated Operating Agreement, as amended, modified, supplemented, or restated from time to time.

“Capital Account.” The individual account maintained by the Company with respect to each Member as provided in Section 6.

“Capital Contribution.” The aggregate amount of cash and the agreed value of any property or services (as determined by the Member and the Company) contributed by each Member to the Company as provided in Section 6. In the case of a Member that acquires a Membership Interest in the Company by an assignment or transfer in accordance with the terms of this Agreement, “Capital Contribution” means the Capital Contribution of that Member’s predecessor proportionate to the acquired Membership Interest.

“Certificate.” The certificate of organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Department of State of the Commonwealth of Pennsylvania pursuant to the Act.

“Claim.” See Section 20(b).


“Company.” See the preamble.

“Covered Person.” A Member, any Affiliate of a Member, any officer, director, shareholder, partner, employee, representative, or agent of a Member, or their respective Affiliates, or any officer, employee, or agent of the Company or its Affiliates.

“Damages.” See Section 20(a).

“Immediate Family.” With respect to any individual, such individual’s parents, spouse, issue, and adopted children, or any of them.

“Indemnified Party.” See Section 20(b).

“Involuntary Transfer.” With respect to any Member, the occurrence of any of the following events:

(a) the Member makes an assignment for the benefit of creditors or files a voluntary petition of bankruptcy or otherwise seeks a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(b) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
(c) the Member seeks, consents to or acquiesces in the appointment of a trustee for, receiver for or liquidation of the Member or all or any substantial part of the Member’s assets;

(d) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation continues for one hundred twenty (120) days after the commencement thereof; or

(e) the adjudication by a court of competent jurisdiction that a Member is legally incapacitated or subject to distribution of his or her Membership Interest as marital property pursuant to a divorce or support proceedings.

“Laws.” Any of the following:

(a) all constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations, and municipal bylaws, whether domestic, foreign, or international;

(b) all judgments, orders, writs, injunctions, decisions, rulings, decrees, and awards of any governmental body;

(c) all policies, practices, and guidelines of any governmental body; and

(d) any amendment, modification, re-enactment, restatement, or extension of any of the foregoing, in each case binding on or affecting the party or Person referred to in the context in which such word is used.

“Majority Vote.” The written approval of, or the affirmative vote by, Members holding a majority of the Voting Rights.

“Member.” A Person who at the time is a member of the Company. “Members” means two or more Persons when acting in their capacities as members of the Company. For purposes of the application of a provision of the Act to the Company, the Members shall constitute one class or group of members. Annex A shall be amended from time to time to show the current Members.

“Membership Interest.” The interest of a Member in the Company, including, without limitation, interests in the profits and losses, rights to distributions (liquidating or otherwise), allocations and information, and rights to consent to or approve actions by the Company, all in accordance with the provisions of this Agreement and the Act.

“Notice.” See Section 20(b).

“Percentage Interest.” The proportionate Membership Interest of a Member expressed as a percentage as shown on Annex A.
“Person.” A natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, estate, association, or other legal entity or organization.

“Profits and Losses.” For each taxable year or other period, an amount equal to the Company’s taxable income or loss for that year or period, determined in accordance with Code § 703(a) (for these purposes, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code § 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(1) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to the foregoing shall be added to such taxable income or loss.

(2) Any expenditures of the Company described in Code section 705(a)(2)(B) or that are treated as Code § 705(a)(2)(B) expenditures pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits and Losses pursuant to the foregoing shall be subtracted from such taxable income or loss.

(3) In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (2), (3), or (4) of the definition of Gross Asset Value, the amount of the adjustment shall be taken into account as gain or loss from the disposition of the asset for purposes of computing Profits and Losses.

(4) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of the property differs from its Gross Asset Value.

(5) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for the taxable year or other period, computed in accordance with the definition of Depreciation under this Agreement.

(6) Notwithstanding the above, any items that are specially allocated to certain Members shall not be taken into account in computing Profits and Losses.

“Transfer” means any voluntary or involuntary sale, hypothecation, pledge, assignment, attachment, or other transfer.

“Treasury Regulations” or “Treas. Regs.” The income tax regulations, including temporary regulations, promulgated under the Code, as those regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unanimous Vote.” The written approval of, or the affirmative vote by, Members
holding all of the Voting Rights.

"Voting Rights." The number of votes of each Member (as set forth in Section 15(b)) for the purpose of voting on any matter arising under this Agreement.

2. **Organization.** The Members have heretofore authorized the organization of the Company as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties, and liabilities of the Members shall be as provided in the Act, except as otherwise provided in this Agreement.

3. **Purpose.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, to provide the sale and distribution of medical products and to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any and all activities necessary, convenient, desirable, or incidental to the foregoing.

4. **Term.** The existence of the Company commenced on the date the Certificate was filed in the office of the Department of State of the Commonwealth of Pennsylvania, or upon the effective date provided in the Certificate if so stated, and shall continue until the Company is dissolved in accordance with the provisions of this Agreement.

5. **Registered Address.** The initial registered address of the Company shall be c/o Antheil, Maslow & MacMinn, LLP, 131 W. State Street, Doylestown, PA 18901, or at such other location as may be determined, from time to time, by the Members. The Company may also have such other offices at such other locations as, from time to time, may be determined by the Members.

6. **Company Capital and Percentage Interests.**

   (a) **Initial Capital Contributions.** The initial Capital Contribution that each Member has made or is deemed to have made to the Company is set forth opposite the Member’s name in Annex A.

   (b) **Additional Capital Contributions.** A Member shall not be required to make any capital contribution to the Company not specifically agreed to in writing between the Member and the Company.

   (c) **No Interest.** Interest shall not be paid on or with respect to the Capital Contribution or Capital Account of any Member.

   (d) **No Right to Return of Capital Contributions.** Although the Company may make distributions to the Members from time to time as a return of their Capital Contributions, a Member shall not have the right to withdraw or demand a return of any of the Member’s Capital Contribution or Capital Account, or otherwise dissociate from the Company, except upon dissolution or liquidation of the Company.
(e) **Percentage Interests.** The Percentage Interest of each Member shall be as set forth in Annex A.

(f) **Capital Accounts.**

(i) **Tax Provisions.** The allocation and capital account maintenance provisions of Treasury Regulations under section 704 of the Code are hereby incorporated by reference, including a “qualified income offset” within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(d), the rules regarding allocation of “partner nonrecourse deductions” under Treas. Reg. § 1.704-2(i)(1), “minimum gain chargeback” under Treas. Reg. § 1.704-2(f) and “partner nonrecourse debt minimum gain chargeback” under Treas. Reg. § 1.704-2(i)(4), and the limitation on allocation of losses to any Member that would cause a deficit capital account in excess of such Member’s capital contribution obligations and share of minimum gain and partner nonrecourse debt minimum gain under Treas. Reg. § 1.704-1(b)(2)(ii)(d) as modified by Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5).

(ii) **Contributed Property.** To the extent contributed property has a fair market value at the time of contribution that differs from the contributing Member’s basis in the property, and to the extent the carrying value of property of the Company for Capital Account purposes otherwise differs from the Company’s basis in such property, depreciation, gain, and loss for capital account purposes shall be computed by reference to such carrying value rather than such tax basis. In accordance with section 704(c) of the Code, income, gain, loss, and deduction with respect to such property shall, solely for tax purposes, be shared among the Members so as to take account of the variation between the basis of the property to the Company and its fair market value at the time of contribution, or at the time that the carrying value of such property is adjusted under Treas. Reg. § 1.704-1(b)(2)(iv)(f), as the case may be.

7. **Allocation of Profits or Losses.** At all times while there is more than one Member, Profits or Losses shall be allocated to the Members in accordance with Percentage Interests, except as otherwise required by Section 6(f).

8. **Distributions.**

(a) **General Rule.** Subject to Section 8(b), distributions of cash and/or other assets or property of the Company, from whatever source (including, without limitation, net proceeds of Company operations and sale, and financing or refinancing of Company assets) shall be made to the Members in accordance with their respective Percentage Interests at such times, and in such amounts, as the Members shall determine. In making determinations regarding distributions, the Members may set aside funds and establish reserves for such items as the Members shall determine, including, without limitation, working capital, maintenance of bonding capacity, capital expenditures, acquisition of other assets by the Company, and the satisfaction of liabilities (including, without limitation, contingent liabilities).

(b) **Minimum Distribution.** With respect to any taxable year of the Company in which Members are allocated taxable income for federal income tax purposes (and for this
purpose all items of income, gain, loss, or deduction required to be separately stated pursuant to section 709 of the Code shall be included in the calculation of taxable income (other than the amount, if any, by which capital losses exceed capital gains), the Company shall attempt to distribute to the Members, within ninety (90) days after the close of that taxable year, no less than the amount determined by multiplying the Company’s taxable income (computed as set forth in this sentence) by the highest composite federal, state, and local income tax rate applicable to any Member. Nothing herein shall require the Company to borrow money or reduce its cash flow so as to restrict its ability to operate the day-to-day activities of the business in order to make such distributions.

9. **Establishment of Reserves.** The Members shall have the right and obligation to establish reasonable reserves for maintenance, improvements, acquisitions, capital expenditures, and other contingencies, such reserves to be funded with such portion of the operating revenues of the Company as the Members may deem necessary or appropriate for that purpose.

10. **Tax Returns.** The Members shall arrange for the preparation of all tax returns required to be filed for the Company. Each Member shall be entitled to receive copies of all federal, state, and local income tax returns and information returns, if any, which the Company is required to file. All information needed by the Members and other Persons who were Members during the applicable taxable year for income tax purposes shall be prepared by the Company’s accountants and furnished to each such Person after the end of each taxable year of the Company.

11. **Tax Elections.**

(a) **Elections to be Made.** To the extent permitted by applicable tax law, the Company may make the following elections on the appropriate tax returns:

(i) to adopt the calendar year as the Company’s taxable year;

(ii) to adopt the cash method of accounting and to keep the Company’s books and records on the income-tax method;

(iii) to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company ratably over a period of 60 months as permitted by sections 195 and 709(b) of the Code; and

(iv) any other election the Members may deem appropriate and in the best interests of the Members.

(b) **No Election of Corporate Taxation.** Neither the Company nor any Member may make an election for the Company to be taxable as a corporation for federal income tax purposes or to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this Agreement shall be construed to sanction or approve such an election.
12. **Tax Matters Member; Partnership Representative.** The Members hereby appoint Thomas M. Wilkinson, as the “tax matters partner” (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 (“BBA”)) (the “Tax Matters Member”) and the “partnership representative” (the “Partnership Representative”) as provided in Code Section 6223(a) (as amended by the BBA). The Tax Matters Member or Partnership Representative may resign at any time. Upon any such resignation, the holders of a Majority Vote of the Membership Interests of the Company shall appoint a new Tax Matters Member or Partnership Representative.

13. **Tax Withholding.** Unless treated as a Tax Payment Loan, any amount paid by the Company for or with respect to any Member on account of any withholding tax or other tax payable with respect to the income, profits, or distributions of the Company pursuant to the Code, the Treasury Regulations, or any state or local statute, regulation, or ordinance requiring such payment (each a “Withholding Tax Act”) shall be treated as a distribution to the Member for all purposes of this Agreement. To the extent that the amount required to be remitted by the Company under a Withholding Tax Act exceeds the amount otherwise distributable to the Member, the excess shall constitute a loan from the Company to the Member (a “Tax Payment Loan”). Each Tax Payment Loan shall be payable upon demand and shall bear interest, from the date that the Company makes the payment to the relevant taxing authority, at the applicable federal short-term rate under section 1274(d)(1) of the Code, determined and compounded semiannually. So long as any Tax Payment Loan or the interest thereon remains unpaid, the Company shall make future distributions due to the Member under this Agreement by applying the amount of any such distribution first to the payment of any unpaid interest on all Tax Payment Loans of the Member and then to the repayment of the principal of all Tax Payment Loans of the Member. The Members shall take all actions necessary to enable the Company to comply with the provisions of any Withholding Tax Act applicable to the Company and to carry out the provisions of this subsection.

14. **Conflicts of Interest.**

   (a) **Other Business Interests.** Any Member or Affiliate thereof may engage in or possess an interest in other business ventures, independently or with others, as long as: (i) such business venture does not compete with the business of the Company; and (ii) participation in such business venture does not interfere with such Member’s performance of his duties with respect to the Company. The Company and the Members shall have no rights by virtue of this Agreement in and to such permitted independent ventures or the income or profits derived therefrom, and the pursuit of any such permitted venture shall not be deemed wrongful or improper. No Member or Affiliate thereof shall be obligated to present any particular investment opportunity to the Company unless the opportunity competes with the business of the Company, in which case the Member shall promptly disclose such opportunity to the other Member.

   (b) **Interested Transactions.** A contract or transaction between the Company and one or more of its Members or between the Company and another domestic or foreign association in which one or more of its Members have a management role or a financial or other
interest, shall not be void or voidable solely for that reason, or solely because the Member is present at or participates in the meeting of the Members that authorizes the contract or transaction, or solely because the vote of the Member is counted for that purpose, if:

(i) the material facts as to the relationship or interest and as to the transaction are disclosed or known to the Members entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of those Members; or

(ii) the contract or transaction is fair to the Company as of the time it is authorized, approved, or ratified by the Members.

15. **Control and Management.**

(a) **Power and Authority of the Members.** Management of the business and affairs of the Company shall be vested in the Members. Except as otherwise provided in this Agreement, any decision, determination, or other action to be made or taken by the Members shall be made or taken by Majority Vote. The Members shall have all rights and powers relating to the Company.

(b) **Voting Rights.** Each Member shall have that number of Voting Rights as equals such Member’s Percentage Interest in the Company (e.g., a Member who has a 10% Membership Interest in the Company has 10 Voting Rights).

(c) **Voting Procedures.** Members may vote in person or by proxy at a meeting of Members (which may be held by conference telephone), or by consent in lieu of a meeting. Proxies and consents shall be in writing or communicated by electronic means.

(d) **Binding Effect of Actions.** Each Member shall be bound by, and hereby consents to, any and all actions taken and decisions made by the Members in accordance with the terms of this Agreement. Any person designated by the Members, including a Member so designated, shall have the authority to bind the Company. Any act taken by, or any document executed by, Members holding a majority of the Voting Rights shall be binding on the Company with the same force and effect as if the action, or the execution of the document, were approved by a vote of the Members. Except as provided in this Section 15(d), no Member shall have authority to bind the Company.

(c) **Business Transactions.** Notwithstanding any other provision of this Agreement, unless approved by Members by a Unanimous Vote, the Company may not:

(i) engage in a merger or consolidation with or into any corporation, partnership, limited liability company, or any other entity, whether or not the Company shall be the surviving entity of such merger or consolidation;

(ii) sell all or substantially all of its assets to any person or entity;
(iii) divide into two or more limited liability companies;

(iv) engage in any business transaction similar to those identified in subparagraphs (i), (ii) and (iii) above;

(iv) admit additional Members to the Company;

(v) determine the consideration to be paid by new Members for their Membership Interests; or

(vi) enter into any indebtedness, or enter into any contract on behalf of the Company or otherwise bind the Company to any obligation where such contract or obligation exceeds Ten Thousand Dollars ($10,000).

(f) Advisory Board. The Members shall have the right but not the obligation to establish an advisory board (the “Advisory Board”) and seek the advice and counsel of the individuals comprising such advisory board (“Advisors”). Advisors participating on the Advisory Board may be compensated in such amounts and at such times as unanimously agreed by the Members and shall enjoy the benefits of Section 20. Notwithstanding the foregoing, the opinion or counsel of the Advisors shall not be binding on the Company and the Members alone shall manage the Company as they, in their sole discretion, deem appropriate.

16. Transfer of Interests.

(a) General Prohibition on Transfer. No Member may Transfer all, or any portion of, or any interest or rights in, the Membership Interest, except as provided herein. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Interests in violation of the prohibition contained in this Section 16(a) shall be deemed invalid, null and void, and of no force or effect. Any Person to whom a Membership Interest is attempted to be transferred in violation of this Section 16 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, or have any other rights in or with respect to the Membership Interest.

(b) Permitted Transfers.

(i) Conditions of Transfer. No Person may Transfer all or any portion of or any interest or rights in the Person’s Membership Interest unless the following conditions (“Conditions of Transfer”) are satisfied:

(A) The Transfer will not require registration of Membership Interests under any federal or state securities laws;

(B) The transferee delivers to the Company a written instrument agreeing to be bound by the terms of this Agreement;
(C) The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

(D) The transferor or the transferee delivers the following information to the Company: (i) the transferee’s taxpayer identification number; and (ii) the transferee’s initial tax basis in the Transferred Interest; and

(E) The transferor complies with the provisions set forth in this Section 16.

(ii) Transfer on Satisfaction of Conditions. If the Conditions of Transfer are satisfied, then a Member may Transfer all or any portion of that Person’s Membership Interest. The Transfer of a Membership Interest pursuant to this Section 16(b) shall result in the right of the transferee of the Membership Interest to become a Member and exercise all Membership Rights.

(iii) Voluntary Lifetime Transfers Prohibited. Except for the Transfers contemplated by Section 16(b)(iv) and Section 16(b)(v), no Member shall Transfer all or any portion of his or her Membership Interest to any Person without the prior written consent of the other Member(s).

(iv) Transfer upon Death of Member. In the event of the death of a Member (the “Decedent”), the Decedent’s estate shall have the obligation to sell all of the Membership Interest owned by the Decedent at the time of death. The surviving Members (the “Surviving Members”) shall have the obligation to purchase, within forty-five (45) days after the date of Decedent’s death (the “Date”), said Membership Interest to the extent of any life insurance policies on the life of the Decedent, made subject to this Agreement, which the Surviving Members owns at the time of the Decedent’s death (whether owned outright or beneficially through a partnership, trust, or escrow arrangement). The Surviving Members shall also have the right, but not the obligation, to purchase the Membership Interest owned by the Decedent at the time of death and not required to be purchased pursuant to the preceding sentence (the “Excess Interest”) within sixty (60) days after the Date. If within said sixty (60) days after the Date, the Surviving Members does not elect to purchase all or any part of the Excess Interest, then the Company shall have the obligation to redeem the balance of the Excess Interest within seventy-five (75) days after the Date. All sales of the Membership Interests under this Section 16(b)(iv) shall be at a price equal to the Purchase Price (as defined in Section 16(d) hereof) and upon the sale terms set forth hereinafter.

(A) Funding of Buy-Sell. In order to assure that all of a substantial part of the Purchase Price will be available in cash upon the Decedent’s death, each Member (either individually, or through a partnership agreement, trust, or escrow agreement, which references this Agreement) may procure, maintain and make subject to this Agreement, one or more insurance policies on the life of the other Member, and the Company may procure, maintain and make subject to this Agreement one or more policies on the lives of the Members.
Each Member will cooperate fully by performing all of the requirements of the life insurers which are necessary conditions and requirements of the life insurers. All such life insurance shall be listed on Annex B, attached hereto and made a part hereof. Each Member and the Company, as the case may be, shall name himself or itself as the sole and exclusive beneficiary of any life insurance policies on the life of a Member made subject to this Agreement. The owner of the policy shall pay all premiums falling due to the life insurers on each of the policies owned by him or it, and shall furnish proof of payment to the insured Member whenever the insured Member shall so request such proof. If a premium is not paid within twenty (20) days after its due date, the insured Member shall have the right to pay such premium and be reimbursed therefore by the owner of the policy, with interest at a fixed rate equal to the minimum rate of interest which will not cause the imputation of interest under the applicable provisions of the Code at the time of payment (the “Applicable Rate”). The insurance companies issuing the aforementioned policies are hereby authorized and directed to give the insured Member, upon request, any information about the status of any policies herein mentioned.

(B) Collection of Insurance Proceeds; Deficiency. Upon the Decedent’s death, the Surviving Members and the Company, as the case may be, shall proceed immediately to collect the proceeds of any life insurance policies made subject to this Agreement. Upon the collection of the life insurance proceeds, the Surviving Members and the Company, as applicable, shall pay to the executor or administrator of the estate of the Decedent as much of the life insurance proceeds as may be necessary to pay the Purchase Price for the Membership Interest of the Decedent required to be purchased by the Company hereunder. If the amount of life insurance proceeds exceeds the Purchase Price of the Membership Interest purchased, such excess shall be retained by the Company or the Surviving Members, as the case may be, as owner of such policies. If the amount of life insurance proceeds is less than the Purchase Price, such deficiency shall be payable in accordance with Section 16(b)(iv)(C).

(C) Terms of Purchase of Excess Interest. The obligation of the Surviving Members and/or the Company to pay the Purchase Price for the Excess Interest pursuant to Section 16(b)(iv)(C) shall be evidenced by a promissory note providing for the payment of principal in no more than twenty-eight (28) equal, consecutive, quarter-annual installments, together with accrued interest at the Applicable Rate, which rate shall be adjusted quarterly. The first quarter-annual payment shall be due and payable within ninety (90) days after the Date. All quarter-annual payments may be prepaid by any purchaser of the Decedent’s Membership Interest, in the inverse order of maturity, at any time without penalty.

(D) Purchase of Policies Owned by Deceased Member. Upon the Decedent’s death, the Surviving Members shall have the right, but not the obligation, to purchase any life insurance policies on the life of the Surviving Members owned by the Decedent at the time of the Decedent’s death and made subject to this Agreement (the “Remaining Policies”). The purchase price of the Remaining Policies shall be equal to the greater of (i) $100, or (ii) the cash surrender value thereof, and will be restricted by any requirements and conditions of the life insurers.
(v) Transfers on Disability of Member. In the event that a Member shall be deemed to be “totally and permanently disabled” and has been so disabled for twelve (12) consecutive months, said Member (“Disabled Member”) shall be deemed to have offered to sell all his Membership Interest to the Company. The Company shall have the obligation to purchase all the Disabled Member’s Membership Interest within ninety (90) days after the twelve (12) month period of disability (the “Date”) to the extent of any disability policies covering the Disabled Member made subject to this Agreement at a price equal to the Purchase Price (as set forth in Section 16(d)). All such policies shall be listed on Annex B. The Company shall also have the right, but not the obligation, to purchase the Membership Interest of the Disabled Member not required to be purchased pursuant to the preceding sentence (the “Excess Interest”). Upon the determination that a Member is totally and permanently disabled, the Company shall proceed immediately to collect the proceeds of any disability policies made subject to this Agreement and remit such proceeds to the Disabled Member. To the extent such proceeds exceed the Purchase Price, the Company shall retain such excess. If the proceeds are insufficient to fully pay the Purchase Price, the deficiency shall be paid in the manner set forth in Section 16(b)(iv)(C). The Purchase Price for the Excess Interest shall be payable in the manner set forth in Section 16(b)(iv)(C). The Disabled Member shall be deemed to be “totally and permanently disabled” if so deemed by the insurer then carrying key man disability coverage for Company or, in the event no such coverage is currently in place at the time, if, in the opinion of a medical doctor jointly selected by the other Member and a duly authorized representative of the Disabled Member, the Disabled Member is unable to perform the essential job functions and duties performed by him for the Company immediately prior to the inception of such disability.

(e) Involuntary Transfer. Any Member (a “Withdrawing Member”) who has any information that would reasonably lead him or her to expect that an Involuntary Transfer is foreseeable must promptly send a notice (a “Withdrawal Notice”) to the other Members and the Company. The Company shall have the option to purchase such Membership Interest. The purchase price of the Membership Interest to be sold, if any, under this Section 16(e) shall be at a price equal to the Purchase Price (as defined in Section 16(d)) and shall be payable in twenty (20) equal quarterly installments, plus accrued interest, commencing on the first day of the calendar quarter following the closing date, together with interest on the unpaid principal balance at the Applicable Rate on the closing date, which rate shall be adjusted on each anniversary of the closing date to the Applicable Rate on such each date for purposes of calculating the interest accruing during the following year. The Company shall deliver a promissory note evidencing its obligation to pay the Purchase Price.

(d) Purchase Price. The term “Purchase Price” shall mean the value of the Company as determined from time to time by Unanimous Vote of the Members, to be attached hereto as Annex C, multiplied by the affected Member’s Percentage Interest. If there has been no agreement as to Purchase Price, or the most recent agreement as to Purchase Price was made more than two (2) years earlier, then the Purchase Price of a Membership Interest shall be determined as hereinafter provided. Within fifteen (15) days after the death of a Decedent, the determination that a Member is Disabled, or the Company’s receipt of a Withdrawal Notice, as applicable, the Company and the Withdrawing Member (or the representative of the estate of the Decedent) shall together appoint a business valuation professional to determine the value of the
Membership Interest in question. If the Company and the Withdrawing Partner (or representative of the estate of the Decedent) cannot agree upon a business valuation professional, they shall each select a business valuation professional, and those two professionals shall together appoint a third business valuation professional who shall value the Membership Interest, and shall render a written report of his or her opinion thereon. The fees and costs associated with the valuation shall be shared equally by both parties. The value contained in the report of the business valuation professional shall be the Purchase Price for the Membership Interest. The term "business valuation professional" as used in this Section 16 shall mean a person who regularly values ownership interests in closely-held companies and who holds one or more of the following credentials: Accredited Senior Appraiser (ASA), Certified Financial Analyst (CFA), Accredited in Business Valuation (ABV), Certified Business Appraiser (CBA), or Certified Valuation Analyst (CVA). The Company’s appraised value shall be determined in accordance with sound and accepted principles of accounting and prevailing practices, and it is understood that appropriate adjustments shall be made for lack of marketability and lack of control.

17. Restrictive Covenants.

(a) Covenant Not to Compete or Solicit. Each Member agrees that for as long as he owns Membership Interest and for an additional period of two (2) years thereafter:

(i) He shall not directly or indirectly, as an employee of any person or entity (whether or not engaged in business for profit), individual proprietor, partner, agent, consultant, independent contractor, stockholder, officer, director, joint venturer, investor, lender or in any other capacity whatsoever (otherwise than as the holder of a non-controlling investment in any publicly traded securities in the United States), compete with the business of the Company in the Commonwealth of Pennsylvania;

(ii) He shall not recruit or solicit any employee of the Company, or otherwise induce such employee to leave the employment of the Company, to become an employee of or otherwise be associated with him or any firm, corporation, business or institution with which he is or may become associated, whether or not in competition with the business activities of the Company.

(iii) He shall not solicit for competitive purposes or divert the business or patronage of any of the clients, customers or contacts, of the Company, or prospective clients, customers or contacts of the Company, which were contacted, solicited or served by the Company at any time within twelve (12) months prior to such Member's divestiture of his or her Membership Interest.

(b) Definition of Competition. As used in this Agreement, "compete" or "competition" or any variation thereof, means: (i) the Member's engagement or participation in, or furnishing aid or assistance in connection with, the sale or delivery of the products or services now or hereafter provided or sold by the Company and any products or services similar to or in competition with such products or services (the "Products and Services"); or (ii) the Member's engagement or participation in or furnishing aid or assistance to or on behalf of any entity that
offers or sells products or services similar to or in competition with the Products and Services, regardless of whether the Member himself is connected with the offer, sale or delivery of such competitive products or services. The parties to this Agreement consider the restrictions contained herein reasonable as to protection of business, time and geographic area. If, however, such restrictions are found by any court having jurisdiction to be unreasonable because they are (or any one of them is, as the case may be) too broad, then such restriction will nevertheless remain effective, but shall be considered amended as to protection of business, time or geographic area (or any one of them, as the case may be) in whatever manner is considered reasonable by that court, and as amended shall be enforced. If the Company is obliged to resort to the courts for the enforcement of any of the foregoing, the term thereof shall continue for two (2) years after the entry of any final judgment or decree enforcing the same.

(c) **Nondisclosure.** Each Member acknowledges that, by virtue of the performance of the duties of his position with the Company (if any), and by virtue of the relationship of trust and confidence between a Member and the Company, he shall possess certain data and knowledge of the operations and customers of the Company which are confidential and proprietary in nature, and which have been developed by and are now the property of the Company. Each Member agrees that at no time during or following the ownership of a Membership Interest shall he reveal, disclose or make known to any third party, any confidential or other proprietary information relating to the Company, the Company's Products and Services, markets, clients, customers, suppliers, contracts or current or planned business operations of the Company or any of the Company's subsidiaries or affiliates (the "Confidential Information"), whether or not obtained with the knowledge and permission of the Company and whether or not developed, devised or otherwise created in whole or in part by the efforts of the Company. Each Member further agrees that all marketing material, samples, documents, notes, letters, records, prototypes, and other tangible and intangible evidence of such Confidential Information are the sole and exclusive property of the Company and that he shall surrender all such evidence in his possession or control to the Company upon the termination of the ownership of a Membership Interest and that he shall not retain or use any copies or summaries thereof.

(d) **Breach of Certain Covenants.** If there is any breach by a Member of any of the covenants contained in this Section 17, the damage to the Company will be substantial, although difficult to ascertain, and money damages will not afford the Company an adequate remedy. Therefore, if any breach occurs, in addition to such other remedies as may be provided by law, the Corporation has the right to specific performance of the covenants of a Member contained in this Agreement by way of temporary or permanent injunctive relief.

(e) **Non-Disparagement.** Each Member agrees that, except for truthful statements in any proceeding to enforce this Agreement or pursuant to a valid subpoena or court order, the Member will not make or publish any statement (orally or in writing), at any time in the future that reasonably could be expected to become publicly known and such statement becomes publicly known, or instigate, assist or participate in the making or publication of any such statement, which would libel, slander or disparage (whether or not such disparagement legally constitutes libel or slander) the Company and/or its Affiliates, or any other entity or person within the Company or
its affiliates, any of their affairs or operations, or the reputations of any of their past or present members, officers, directors, agents, representatives and employees.

18. Dissolution.

(a) Events of Dissolution. The Company shall dissolve, and its affairs shall be wound up, only upon the first to occur of the following:

(i) the Unanimous Vote of the Members; or

(ii) the entry of an order of judicial dissolution of the Company under section 8972 of the Act.

(b) Distributions upon Dissolution. In the event of the dissolution of the Company, the assets of the Company shall be liquidated in such manner as the Members shall determine and, after the obligations of the Company to third parties have been discharged or provided for in accordance with applicable law, the net proceeds of the liquidation shall be distributed in accordance with the following procedure:

(i) The net proceeds shall be distributed first, among the Members, if any, who have made unrepaid loans or advances to the Company, in an amount up to the aggregate amount of such unrepaid loans and advances, and in proportion to the amount of such loans and advances and the unpaid interest thereon.

(ii) The remaining assets shall be distributed to the Members in accordance with their Percentage Interests.

(c) Procedure. A reasonable time shall be allowed for the liquidation of the Company in order to minimize the losses normally attendant upon a liquidation.

(d) Certificate of Dissolution. On completion of the liquidation of Company assets as provided herein, the Members (or such other person or persons as the Act may require or permit) shall file a Certificate of Dissolution with the Department of State of the Commonwealth of Pennsylvania and take such other actions as may be necessary to terminate the existence of the Company.

(e) Final Accounting. In connection with the Company’s liquidation, the Company’s accountants shall compile and furnish to each Member a statement setting forth the assets and liabilities of the Company as of the date of complete liquidation.

19. Books and Records. The Members shall cause to be kept full and accurate books and records of the Company. All books and records of the Company shall be kept at the Company’s principal office and shall be available at such location at reasonable times for inspection and copying by the Members or their duly authorized representatives.
20. **Indemnification.**

(a) **Indemnification of Covered Persons.** Except as expressly prohibited by Law, the Company shall indemnify, defend, and hold harmless each Covered Person from and against any and all debts, losses, claims, damages, costs, demands, fines, judgments, contracts (implied and expressed, written and unwritten), penalties, obligations, payments, liabilities of every type and nature (whether known or unknown, fixed or contingent), including, without limitation, those arising out of any lawsuit, action, or proceeding (whether brought by or on behalf of a party to this Agreement or by any third party), together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, out-of-pocket expenses, and other reasonable costs and expenses incurred in investigating, preparing, or defending any pending or threatened lawsuit, action, or proceeding) incurred in connection with the foregoing (collectively "**Damages**") suffered or sustained by such Covered Person by reason of any act, omission, or alleged act or omission by such Covered Person arising out of such Covered Person's activities taken primarily on behalf of the Company, or at the request or with the approval of the Company, or primarily in furtherance of the interests of the Company. Notwithstanding the foregoing, indemnification shall not be available under this Section where the acts, omissions, or alleged acts or omissions upon which an actual or threatened action, proceeding, or claim is based constituted willful misconduct or recklessness.

(b) **Indemnification Procedure.** The procedure under which indemnification shall be provided under this Section shall be as follows:

(i) A party seeking indemnification from the Company pursuant to Section 20(a) (an "**Indemnified Party**") shall give prompt notice to the Company of the assertion of any claim, including any claim brought by a third party, in respect of which indemnity may be sought (a "**Claim**") and shall give the Company such information with respect thereto as the Company may reasonably request, but no failure to give such notice shall relieve the Company of any liability hereunder except to the extent the Company has suffered actual prejudice thereby.

(ii) Except as provided in Section 20(b)(iii), the Company shall have the right, exercisable by written notice (the "**Notice**") to the Indemnified Party (which Notice shall state that the Company expressly agrees that as between the Company and the Indemnified Party, the Company shall be solely obligated to satisfy and discharge the Claim) within 30 days of receipt of notice from the Indemnified Party of the commencement of or assertion of any Claim, to assume the defense of the Claim, using counsel selected by the Company and reasonably acceptable to the Indemnified Party. If the Company fails to give the Indemnified Party the Notice within the stated time period, the Indemnified Party shall have the right to assume control of the defense of the Claim and all Damages in connection therewith shall be reimbursed by the Company upon demand of the Indemnified Party.

(iii) The Company shall not have the right to assume the defense of a Claim:
(A) seeking an injunction, restraining order, declaratory relief, or other non-monetary relief against the Indemnified Party (whether or not the Company is also named as a party), or

(B) if the named parties to the action (including any impleaded parties) include both the Indemnified Party and the Company and the Indemnified Party has been advised by counsel that there are one or more legal or equitable defenses available to the Indemnified Party that are different from those available to the Company.

(iv) A party defending a Claim shall not have the right to compromise or settle any claim for non-monetary relief against any other party without the other party’s consent. A party defending a Claim shall not have the right to compromise or settle any claim for monetary relief against any other party without the other party’s consent unless the monetary relief is paid in full by the settling party. A party shall not unreasonably withhold or deny its consent under this paragraph, but an Indemnified Party shall not be required to consent to a compromise or settlement of a Claim if in the reasonable judgment of the Indemnified Party the compromise or settlement would have a continuing material adverse effect on the Indemnified Party’s business (including any material impairment of its relationships with customers and suppliers).

(v) If at any time after the Company assumes the defense of a Claim the situation changes such that the Company would not be able to assume the defense of the Claim under Section 20(b)(iii) if the Claim were newly filed at that time, the Indemnified Party shall have the same rights as if the Company never assumed the defense of the Claim.

(vi) The Company or the Indemnified Party, as the case may be, shall always have the right to participate, at its own expense, in the defense of any Claim that the other is defending.

(vii) Whether or not the Company chooses to defend or prosecute a Claim involving a third party, the Company and the Indemnified Party shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials, and appeals as may be reasonably requested in connection therewith.

(c) Right to Advancement of Expenses. Except as expressly prohibited by Law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit, or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 20(a).

(d) Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Members shall deem reasonable, on behalf of Covered Persons
and such other Persons as the Members shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Company may enter into indemnity contracts with Covered Persons and such other Persons as the Members shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 20 and containing such other procedures regarding indemnification as are appropriate.

(e) Non-exclusivity of Rights. The rights conferred on any person by this Section 20 shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate, agreement, vote of Members, or otherwise.

(f) Amendment or Repeal. Any repeal or modification of this Section 20 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

(g) Changes in Law. References in this Section 20 to Law shall be to such Law as it existed on the date this Agreement was executed or as such Law thereafter may be changed, except that:

(i) in the case of any change that limits the indemnification rights or the rights to advancement of expenses that the Company may provide, the rights to indemnification and to the advancement of expenses provided in this Section 20 shall continue as theretofore agreed upon to the extent permitted by law; and

(ii) if the change permits the Company without the requirement of any further action by the Members to provide broader indemnification rights or rights to the advancement of expenses than the Company was permitted to provide prior to the change, then the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by Law.

(h) Applicability. The provisions of this Section 20 shall be applicable to all actions, suits, or proceedings commenced after its adoption, whether such arise out of acts or omissions which occurred prior or subsequent to such adoption and shall continue as to a person who has ceased to be a Covered Person, and shall inure to the benefit of the heirs and personal representatives of such person.


(a) Notices to Members. Any notice required to be given to a Member under the provisions of this Agreement or by the Act shall be given either personally or by sending a copy thereof:
(i) by first class or express mail, postage prepaid, or courier service, charges prepaid, to the postal address of the Person appearing on the books of the Company for the purposes of notice. Notice pursuant to this paragraph shall be deemed to have been given to the Person entitled thereto when deposited in the United States mail or with a courier service for delivery to that Person.

(ii) by facsimile transmission, e-mail, or other electronic communication to the Member’s facsimile number or address for e-mail or other electronic communications supplied by the Member to the Company for the purpose of notice. Notice pursuant to this subsection shall be deemed to have been given to the Member when sent.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

(c) **Effect of Waiver or Consent.** A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the period of the applicable statute of limitations has run.

(d) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties.

(e) **Amendments.** This Agreement may be amended from time to time by unanimous consent of the Members. All amendments must be in writing and shall take effect when executed by the Member.

(f) **Binding Effect and Rights of Third Parties.** This Agreement has been adopted to govern the operation of the Company, and shall be binding on and inure to the benefit of the Members and their respective heirs, personal representatives, successors, and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person, except a Person entitled to indemnification or advancement of expenses under Section 20. Except and only to the extent provided by applicable statute, no such creditor or other Person shall have any rights under this Agreement.
(g) **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania (including, without limitation, provisions concerning limitations of actions), without reference to the conflicts of laws rules of that or any other jurisdiction, except that federal law shall also apply to the extent relevant.

(h) **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law.

(i) **Arbitration.** All disputes arising under this Agreement shall promptly be submitted to arbitration in Bucks County, Pennsylvania, before one arbitrator in accordance with the rules of the American Arbitration Association. The arbitrator may assess costs, including counsel fees, in such manner as the arbitrator deems fair and equitable. The award of the arbitrator shall be final and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction.

(j) **Construction.** Whenever the context requires, the gender of any word used in this Agreement includes the masculine, feminine, or neuter, and the number of any word includes the singular or plural. All references to articles and sections refer to articles and sections of this Agreement, and all references to annexes are to annexes attached hereto, each of which is made a part hereof for all purposes. The headings in this Agreement are for convenience only; they do not form a part of this Agreement and shall not affect its interpretation.

(k) **Waiver of Conflict of Interest.** The parties acknowledge and agree that the law firm of Anheil Maslow & MacMinn, LLP ("AMM") has acted as counsel to the Company in preparing this Agreement and as scrivener in the drafting process. All of the decisions relating to the preparation of this Agreement were made by the Members, and AMM did not represent or otherwise offer advice to any of such Members individually in such process. The Members acknowledge that they each had the opportunity to retain separate counsel to review this Agreement on their behalf and have either done so or have elected not to do so. Accordingly, each of the Members waives any right it have or may have to object to the representation by AMM of the Company based on AMM’s representation of the Company as aforesaid in any dispute between any such Member and the Company.

(l) **Loans by Members.** A Member may agree, with the consent of the Members as otherwise provided herein, to loan funds to or guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by a Member is not a Capital Contribution. After the death of a Member, the Company and the surviving Members shall take all reasonable steps necessary to release the deceased Member’s estate from any personal guaranties. Further, any life insurance proceeds paid to the Company by reason of a Member’s death shall first be used to fully repay and satisfy all loans to the Company from such Member which are then outstanding.
(m) **Personal Guarantees.** Any Member may personally guarantee a loan made to the Company provided that such loan has been authorized by the Members in accordance with this Agreement. It is the intention of the Members that any payments by a guarantor in satisfaction of obligations of the Company should be reimbursed to the guarantor by each of the Members to the extent of his Percentage Interest. Therefore, if a Member (the "Paying Member") personally guarantees a loan made to the Company and is required to make payment to the lender pursuant to such guarantee, the other Members agree to indemnify and hold harmless the Paying Member to the extent the amount paid by the Paying Member exceeds the Paying Member’s proportionate share of the loan based on his Percentage Interest.
IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

Dated: As of March 16, 2017
Annex A

Ownership / Voting Rights
Annex B

Schedule of Life Insurance Policies

Date: As of March
IMPORTANT REMINDERS:
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.PA.GOV

DOH REDACTED
5. Strike out if inapplicable term
   Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: (month date year hour, if any)
   ______________
   month date year hour, if any

7. Strike out if inapplicable: The company is a restricted professional company organized to render the following restricted professional service(s):

8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 20 day of January, 2017.
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.
To Whom it may concern,

applying for a license for the

them to operate out of my property

the length of the term of their
COMMERCIAL LEASE

DEМИSED PREMISES

RENTAL UNIT: TWO THOUSAND FIVE HUNDRED FIFTY (INTERIOR DIMENSIONS) MORE OR LESS

USE: LEGAL PRESCRIPTION MEDICAL MARIJUANA

COMMERCIAL LEASE 50 AGREEMENT

TIME OF MAKING THIS LEASE. THE AMOUNT DUE HEREUNDER ON ACCOUNT OF SUCH TAXES SHALL BE APPORTIONED FOR THAT PART OF THE FIRST AND LAST CALENDAR YEARS COVERED BY THE TERM HEREOF. THE SAME SHALL BE PAID BY LESSEE TO LESSOR ON OR BEFORE THE FIRST DAY OF SEPTEMBER OF EACH AND EVERY YEAR.

(c) LESSEE FURTHER AGREES TO PAY TO LESSOR AS ADDITIONAL RENT ALL INCREASE OR INCREASES IN FIRE INSURANCE PREMIUMS UPON THE DEMISED PREMISES AND/OR THE BUILDING OF WHICH THE DEMISED PREMISES IS A PART, DUE TO AN INCREASE IN THE RATE OF FIRE INSURANCE IN EXCESS OF THE RATE ON THE DEMISED PREMISES AT THE TIME OF MAKING THIS LEASE, IF SAID INCREASE IS CAUSED BY ANY ACT OR NEGLECT OF THE LESSEE OR THE NATURE OF THE LESSEE'S BUSINESS.

(d) LESSEE FURTHER AGREES TO PAY AS ADDITIONAL RENT, IF THERE IS A SHARED METERED WATER CONNECTION TO THE SAID PREMISES, ALL CHARGES FOR WATER CONSUMED UPON THE DEMISED PREMISES AND ALL CHARGES FOR MANDATED TESTING OR REPAIRS TO SAID METER, WHETHER SUCH REPAIRS ARE MADE NECESSARY BY ORDINARY WEAR AND TEAR, FREEZING, HOT WATER, ACCIDENT OR OTHER CAUSES, IMMEDIATELY WHEN THE SAME BECOME DUE.

(e) LESSEE FURTHER AGREES TO PAY AS ADDITIONAL RENT, IF THERE IS A SHARED METERED WATER CONNECTION TO SAID PREMISES, ALL SEWER RENTAL OR CHARGES FOR USE OF SEWERS, SEWAGE SYSTEM, AND SEWAGE TREATMENT WORKS SERVICING THE DEMISED PREMISES, IMMEDIATELY WHEN THE SAME BECOME DUE.

ALL RENTS SHALL BE PAYABLE WITHOUT PRIOR NOTICE OR DEMAND AT THE OFFICE OF LESSOR, GLORIA TERRANOVA, AT 7 SUMMIT DRIVE, GLEN MILLS, PA, 19342, OR AT SUCH OTHER PLACE AS LESSOR MAY FROM TIME TO TIME DESIGNATE BY NOTICE IN WRITING.
LESSEE COVENANTS AND AGREES THAT HE WILL WITHOUT DEMAND:

(a) PAY THE RENT AND ALL OTHER CHARGES HEREBIN RESERVED AS RENT ON THE DAYS AND TIMES AND AT THE PLACE THAT THE SAME ARE MADE PAYABLE, WITHOUT FAIL, AND IF LESSOR SHALL AT ANY TIME OR TIMES ACCEPT SAID RENT OR RENT CHARGES AFTER THE SAME SHALL HAVE BECOME DUE AND PAYABLE, SUCH ACCEPTANCE SHALL NOT EXCUSE DELAY UPON SUBSEQUENT OCCASIONS, OR CONSTITUTE OR BE CONSTRUED AS A WAIVER OF ANY OF LESSOR'S RIGHTS. LESSEE AGREES THAT ANY CHARGE OR PAYMENT HEREBIN RESERVED, INCLUDED OR AGREED TO BE TREATED OR COLLECTED AS RENT AND/OR ANY OTHER CHARGES OR TAXES, EXPENSES, OR COSTS HEREBIN AGREED TO BE PAID BY THE LESSEE MAY BE PROCEEDED FOR AND RECOVERED BY THE LESSOR BY DISTRAINT OR OTHER PROCESS IN THE SAME MANNER AS RENT DUE AND IN ARREARS.

(b) KEEP THE DEMISED PREMISES CLEAN AND FREE FROM ALL ASHES, DIRT AND OTHER REFUSE MATTER; REPLACE ALL GLASS WIN-

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REPRODUCED FROM UNIFORM LEASE NO. 50
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DOWS, DOORS, ETC., BROKEN; KEEP ALL WASTE AND DRAIN PIPES OPEN;
REPAIR ALL DAMAGE TO PLUMBING AND TO THE PREMISES IN GENERAL;
KEEP THE SAME IN GOOD ORDER AND REPAIR AS THEY NOW ARE,
REASONABLE WEAR AND TEAR AND DAMAGE BY ACCIDENTAL FIRE OR
OTHER CASUALTY NOT OCCURRING THROUGH NEGLIGENCE OF LESSEE
OR THOSE EMPLOYED BY OR ACTING FOR LESSEE ALONE EXCEPTED.
THE LESSEE AGREES TO SURRENDER THE DEMISED PREMISES IN THE
SAME CONDITION IN WHICH LESSEE HAS HEREIN AGREED TO KEEP THE
SAME DURING THE CONTINUANCE OF THIS LEASE.

(e). COMPLY WITH ANY REQUIREMENTS OF ANY OF THE CONSTITUTED
PUBLIC AUTHORITIES, AND WITH THE TERMS OF ANY STATE OR
FEDERAL STATUTE OR LOCAL ORDINANCE OR REGULATION APPLICABLE
TO LESSEE OR HIS USE OF THE DEMISED PREMISES, AND SAVE LESSOR
HARMLESS FROM PENALTIES, FINES, COSTS OR DAMAGES RESULTING
FROM FAILURE TO DO SO.

(d). USE EVERY REASONABLE PRECAUTION AGAINST FIRE.

(e). COMPLY WITH RULES AND REGULATIONS OF LESSOR PROMUL-
GATED AS HEREAFTER PROVIDED.

(f). PEACEABLY DELIVER UP AND SURRENDER POSSESSION OF THE
DEMISED PREMISES TO THE LESSOR AT THE EXPIRATION OR SOONER
TERMINATION OF THIS LEASE, PROMPTLY DELIVERING TO LESSOR AT
HIS OFFICE ALL KEYS FOR THE DEMISED PREMISES.

(g). GIVE TO LESSOR PROMPT WRITTEN NOTICE OF ANY ACCIDENT,
FIRE, OR DAMAGE OCCURRING ON OR TO THE DEMISED PREMISES.

(h). LESSEE SHALL BE RESPONSIBLE FOR THE CONDITION OF THE
PAVEMENT, CURB, AWNINGS, AND OTHER ITEMS, AND KEEP PAVEMENT
FREE FROM SNOW AND ICE AND ETC. AND HEREBY AGREES THAT LESSEE IS
SOLELY LIABLE FOR ANY ACCIDENTS DUE OR ALLEGED TO BE DUE TO THEIR
DEFECTIVE CONDITION, OR TO ANY ACCUMULATIONS OF SNOW, ICE, ETC.
LESSEE COVENANTS AND AGREES THAT HE WILL DO NONE OF THE
FOLLOWING THINGS WITHOUT THE CONSENT IN WRITING OF LESSOR FIRST
HAD AND OBTAINED:

(a). OCCUPY THE DEMISED PREMISES IN ANY OTHER MANNER OR
FOR ANY OTHER PURPOSE THAN AS ABOVE SET FORTH.

(b). ASSIGN, MORTGAGE OR PLEDGE THIS LEASE OR UNDER-LET OR
SUB-LEASE THE DEMISED PREMISES, OR ANY PART THEREOF; OR PERMIT
ANY OTHER PERSON, FIRM OR CORPORATION TO OCCUPY THE DEMISED
PREMISES, OR ANY PART THEREOF; NOR SHALL ANY ASSIGNEE OR SUB-
LESSEE ASSIGN, MORTGAGE OR PLEDGE THIS LEASE OR SUCH SUB-LEASE,
WITHOUT AN ADDITIONAL WRITTEN CONSENT BY THE LESSOR, AND
WITHOUT SUCH CONSENT NO SUCH ASSIGNMENT, MORTGAGE OR
PLEDGE SHALL BE VALID. IF THE LESSEE BECOMES EMBARRASSED OR

INSOLVENT, OR MAKES AN ASSIGNMENT FOR THE BENEFIT OF
CREDITORS, OR IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST
THE LESSEE OR A BILL IN EQUITY OR OTHER PROCEEDING FOR THE

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COMMERCIAL LEASE 50 AGREEMENT

APPOINTMENT OF A RECEIVER FOR THE LESSEE IS FILED, OR IF THE REAL OR PERSONAL PROPERTY OF THE LESSEE SHALL BE SOLD OR LEVIED UPON BY ANY SHERIFF, MARSHALL OR CONSTABLE, THE SAME SHALL BE A VIOLATION OF THE COVENANT.

(c) PLACE OR ALLOW TO BE PLACED ANY STAND, BOOTH, SIGN OR SHOW CASE UPON THE DOORSTEPS, VESTIBULES OR OUTSIDE WALLS OR PAVEMENTS OF SAID PREMISES, OR PAINT, PLACE, ERECT OR CAUSE TO BE PAINTED, PLACED OR ERECTED ANY SIGN, PROJECTION OR DEVICE ON OR IN ANY PART OF THE PREMISES. LESSEE SHALL REMOVE ANY SIGN, PROJECTION OR DEVICE PAINTED, PLACED OR ERECTED, IF PERMISSION HAS BEEN GRANTED AND RESTORE THE WALLS, ETC., TO THEIR FORMER CONDITIONS, AT OR PRIOR TO THE EXPIRATION OF THE LEASE. IN CASE OF THE BREACH OF THE COVENANT (IN ADDITION TO ALL OTHER REMEDIES GIVEN TO LESSOR IN CASE OF BREACH OF ANY CONDITIONS OR COVENANTS OF THIS LEASE) LESSOR SHALL HAVE THE PRIVILEGE OF REMOVING SAID STAND, BOOTH, SIGN, SHOW CASE, PROJECTION OR DEVICE, AND RESTORING SAID WALLS, ETC., TO THEIR FORMER CONDITION, AND LESSEE, AT LESSOR'S OPTION, SHALL BE LIABLE TO LESSOR FOR ANY AND ALL EXPENSES SO INCURRED BY LESSOR.

(d) MAKE ANY ALTERATIONS, IMPROVEMENTS, OR ADDITIONS TO THE DEMISED PREMISES. ALL ALTERATIONS, IMPROVEMENTS, ADDITIONS OR FIXTURES, WHETHER INSTALLED BEFORE OR AFTER THE EXECUTION OF THIS LEASE, SHALL REMAIN UPON THE PREMISES AT THE EXPIRATION OR SOONER DETERMINATION OF THIS LEASE AND BECOME THE PROPERTY OF LESSOR, UNLESS LESSOR SHALL, PRIOR TO THE DETERMINATION OF THIS LEASE, HAVE GIVEN WRITTEN NOTICE TO LESSEE TO REMOVE THE SAME, IN WHICH EVENT LESSEE WILL REMOVE SUCH ALTERATIONS, IMPROVEMENTS AND ADDITIONS AND RESTORE THE PREMISES TO THE SAME GOOD ORDER AND CONDITION IN WHICH THEY NOW ARE. SHOULD LESSEE FAIL SO TO DO, LESSOR MAY DO SO, COLLECTING, AT LESSOR'S OPTION, THE COST AND EXPENSE THEREOF FROM LESSEE AS ADDITIONAL RENT.

(e) USE OR OPERATE ANY MACHINERY THAT, IN LESSOR'S OPINION, IS HARMFUL TO THE BUILDING OR DISTURBING TO OTHER TENANTS OCCUPYING OTHER PARTS THEREOF.

(f) PLACE ANY WEIGHTS IN ANY PORTION OF THE DEMISED PREMISES BEYOND THE SAFE CARRYING CAPACITY OF THE STRUCTURE.

(g) DO OR SUFFER TO BE DONE, ANY ACT, MATTER OR THING OBJECTIONABLE TO THE FIRE INSURANCE COMPANIES WHEREBY THE FIRE INSURANCE OR ANY OTHER INSURANCE NOW IN FORCE OR HEREAFTER TO BE PLACED ON THE DEMISED PREMISES OR ANY PART THEREOF, OR ON THE BUILDING OF WHICH THE DEMISED PREMISES MAY BE A PART, SHALL BECOME VOID OR SUSPENDED, OR WHEREBY THE SAME SHALL BE RATED AS A MORE HAZARDOUS RISK THAN AT THE DATE OF EXECUTION OF THIS LEASE, OR EMPLOY ANY PERSON OR PERSONS OBJECTIONABLE TO THE FIRE INSURANCE COMPANIES OR CARRY OR

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HAVE ANY BENZINE OR EXPLOSIVE MATTER OF ANY KIND IN AND ABOUT THE DEMISED PREMISES. IN CASE OF A BREACH OF THIS COVENANT (IN ADDITION TO ALL OTHER REMEDIES GIVEN TO LESSOR IN CASE OF THE BREACH OF ANY OF THE CONDITIONS OR COVENANTS OF THIS LEASE) LESSEE AGREES TO PAY TO LESSOR AS ADDITIONAL RENT ANY AND ALL INCREASE OR INCREASES OF PREMIUMS ON INSURANCE CARRIED BY LESSOR ON THE DEMISED PREMISES, OR ANY PART THEREOF, OR ON THE BUILDING OF WHICH THE DEMISED PREMISES MAY BE A PART, CAUSED IN ANY WAY BY THE OCCUPANCY OF LESSEE.

(h). REMOVE, ATTEMPT TO REMOVE OR MANIFEST AN INTENTION TO REMOVE LESSEE’S GOODS OR PROPERTY FROM OR OUT OF THE DEMISED PREMISES OTHERWISE THAN IN THE ORDINARY AND USUAL COURSE OF BUSINESS, WITHOUT HAVING FIRST PAID AND SATISFIED LESSOR FOR ALL RENT WHICH MAY BECOME DUE DURING THE ENTIRE TERM OF THIS LEASE.

(i). VACATE OR DESERT SAID PREMISES DURING THE TERM OF THIS LEASE, OR PERMIT THE SAME TO BE EMPTY AND UNOCCUPIED.

-LESSEE COVENANTS AND AGREES THAT LESSOR SHALL HAVE THE RIGHT TO DO THE FOLLOWING THINGS AND MATTERS IN AND ABOUT THE DEMISED PREMISES:

(a). AT ALL REASONABLE TIMES BY HIMSELF OR HIS DULY AUTHORIZED AGENTS TO GO UPON AND INSPECT THE DEMISED PREMISES AND EVERY PART THEREOF, AND/OR AT HIS OPTION TO MAKE REPAIRS, ALTERATIONS AND ADDITIONS TO THE DEMISED PREMISES OR THE BUILDING OF WHICH THE DEMISED PREMISES IS A PART.

(b). AT ANY TIME OR TIMES AND FROM TIME TO TIME TO MAKE SUCH RULES AND REGULATIONS AS IN HIS JUDGMENT MAY FROM TIME TO TIME BE NECESSARY FOR THE SAFETY, CARE AND CLEANLINESS OF THE PREMISES, AND FOR THE PRESERVATION OF GOOD ORDER THEREIN. SUCH RULES AND REGULATIONS SHALL, WHEN NOTICE THEREOF IS GIVEN TO LESSEE, FORM A PART OF THIS LEASE.

(c). TO DISPLAY A “FOR SALE” SIGN AT ANY TIME, AND ALSO, AFTER NOTICE FROM EITHER PARTY OF INTENTION TO DETERMINE THIS LEASE, OR AT ANY TIME WITHIN FOUR MONTHS PRIOR TO THE EXPIRATION OF THIS LEASE, A “FOR RENT” SIGN, OR BOTH “FOR RENT” AND “FOR SALE” SIGNS; AND ALL OF SAID SIGNS SHALL BE PLACED UPON SUCH PART OF THE PREMISES AS LESSOR MAY ELECT AND MAY CONTAIN SUCH MATTER AS LESSOR SHALL REQUIRE. PROSPECTIVE PURCHASERS OR TENANTS AUTHORIZED BY LESSOR MAY INSPECT THE PREMISES AT REASONABLE HOURS AT ANY TIME.

(d). THE LESSOR MAY DISCONTINUE ALL FACILITIES FURNISHED AND SERVICES RENDERED, OR ANY OF THEM, BY LESSOR, NOT EXPRESSLY COVENANTED FOR HEREBIN, IT BEING UNDERSTOOD THAT THEY CONSTITUTE NO PART OF THE CONSIDERATION FOR THIS LEASE (a)---LESSEE AGREES TO BE RESPONSIBLE FOR AND TO RELIEVE AND HEREBY RELIEVES THE LESSOR FROM ALL LIABILITY BY REASON OF ANY
INJURY OR DAMAGE TO ANY PERSON OR PROPERTY IN THE DEMISED PREMISES, WHETHER BELONGING TO THE LESSEE OR ANY OTHER PERSON, CAUSED BY ANY FIRE, BREAKAGE OR LEAKAGE IN ANY PART OR PORTION OF THE DEMISED PREMISES, OR ANY PART OR PORTION OF THE BUILDING OF WHICH THE DEMISED PREMISES IS A PART, OR FROM WATER, RAIN OR SNOW THAT MAY LEAK INTO, ISSUE OR FLOW FROM ANY PART OF THE SAID PREMISES, OR OF THE BUILDING OF WHICH THE DEMISED PREMISES IS A PART, OR FROM THE DRAINS, PIPES, OR PLUMBING WORK OF THE SAME, OR FROM ANY PLACE OR QUARTER, WHETHER SUCH BREAKAGE, LEAKAGE, INJURY OR DAMAGE BE CAUSED BY OR RESULT FROM THE NEGLIGENCE OF LESSOR OR HIS SERVANTS OR AGENTS OR ANY PERSON OR PERSONS WHATSOEVER ORWHOSEVER.

(b)---LESSEE ALSO AGREES TO BE RESPONSIBLE FOR AND TO RELIEVE AND HEREBY RELIEVES LESSOR FROM ALL LIABILITY BY REASON OF ANY DAMAGE OR INJURY TO ANY PERSON OR THING WHICH MAY ARISE FROM OR BE DUE TO THE USE, MISUSE OR ABUSE OF ALL OR ANY OF THE ELEVATORS, HATCHES, OPENINGS, STAIRWAYS, HALLWAYS, OF ANY KIND WHATSOEVER, WHICH MAY EXIST OR HEREAFTER BE ERECTED OR CONTRICTED ON THE SAID PREMISES, OR FROM ANY KIND OF INJURY WHICH MAY ARISE FROM ANY OTHER CAUSE WHATSOEVER ON THE SAID PREMISES OR THE BUILDING OF WHICH THE DEMISED PREMISES IS A PART, WHETHER SUCH DAMAGE, INJURY, USE, MISUSE OR ABUSE BE CAUSED BY OR RESULT FROM THE NEGLIGENCE OF LESSOR, HIS SERVANTS OR AGENT OR ANY OTHER PERSON OR PERSONS WHATSOEVER.

(a). IN THE EVENT THAT THE DEMISED PREMISES IS TOTALLY DESTROYED OR SO DAMAGED BY FIRE OR OTHER CASUALTY NOT OCCURRING THROUGH FAULT OR NEGLIGENCE OF THE LESSEE OR THOSE EMPLOYED BY OR ACTING FOR HIM, THAT THE SAME CANNOT BE REPAIRED OR RESTORED WITHIN A REASONABLE TIME, THIS LEASE SHALL ABSOLUTELY CEASE AND DETERMINE, AND THE RENT SHALL ABATE FOR THE BALANCE OF THE TERM.

(b). IF THE DAMAGE CAUSED AS ABOVE BE ONLY PARTIAL AND SUCH THAT THE PREMISES CAN BE RESTORED TO THEIR THEN CONDITION WITHIN A REASONABLE TIME, THE LESSOR MAY, AT HIS OPTION, RESTORE THE SAME WITH REASONABLE PROMPTNESS, RESERVING THE RIGHT TO ENTER UPON THE DEMISED PREMISES FOR THAT PURPOSE. THE LESSOR ALSO RESERVES THE RIGHT TO ENTER UPON THE DEMISED PREMISES WHENEVER NECESSARY TO REPAIR DAMAGE CAUSED BY FIRE OR OTHER CASUALTY TO THE BUILDING OF WHICH THE DEMISED PREMISES IS A PART, EVEN THOUGH THE EFFECT OF SUCH ENTRY BE TO RENDER THE DEMISED PREMISES OR A PART THEREOF UNTENANTABLE. IN EITHER EVENT THE RENT SHALL BE APPORTIONED AND SUSPENDED DURING THE TIME THE LESSOR IS IN POSSESSION, TAKING INTO ACCOUNT THE PROPORTION OF THE DEMISED PREMISES RENDERED UNTENANTABLE AND THE DURATION OF THE LESSOR'S POSSESSION. IF A
COMMERCIAL LEASE 50 AGREEMENT

DISPUTE ARISES AS TO THE AMOUNT OF RENT DUE UNDER THIS CLAUSE, LESSEE AGREES TO PAY THE FULL AMOUNT CLAimed BY LESSOR. LESSEE SHALL, HOWEVER, HAVE THE RIGHT TO PROCEED BY LAW TO RECOVER THE EXCESS PAYMENT, IF ANY.

(c) LESSOR SHALL MAKE SUCH ELECTION TO REPAIR THE PREMISES OR TERMINATE THIS LEASE BY GIVING NOTICE THEREOF TO LESSEE AT THE LEASED PREMISES WITHIN THIRTY DAYS OR SOONER FROM THE DAY LESSOR RECEIVED NOTICE THAT THE DEMISED PREMISES HAD BEEN DESTROYED OR DAMAGED BY FIRE OR OTHER CASUALTY.

(d) LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE, COMPENSATION OR CLAIM BY REASON OF INCONVENIENCE OR ANNOYANCE ARISING FROM THE NECESSITY OF REPAIRING ANY PORTION OF THE BUILDING, THE INTERRUPTION IN THE USE OF THE PREMISES, OR THE TERMINATION OF THIS LEASE BY REASON OF THE DESTRUCTION OF THE PREMISES.

(e) THE LESSOR HAS LET THE DEMISED PREMISES IN THEIR PRESENT CONDITION AND WITHOUT ANY REPRESENTATIONS ON THE PART OF THE LESSOR, HIS OFFICERS, EMPLOYEES, SERVANTS AND/OR AGENTS. IT IS UNDERSTOOD AND AGREED THAT LESSOR IS UNDER NO DUTY TO MAKE REPAIRS OR ALTERATIONS AT THE TIME OF LETTING OR AT ANY TIME THEREAFTER.

(f) IT IS UNDERSTOOD AND AGREED THAT THE LESSOR HEREOF DOES NOT WARRANT OR UNDERTAKE THAT THE LESSEE SHALL BE ABLE TO OBTAIN A PERMIT UNDER ANY ZONING ORDINANCE OR REGULATION FOR SUCH USE AS LESSEE INTENDS TO MAKE OF THE SAID PREMISES, AND NOTHING IN THIS LEASE CONTAINED SHALL OBLIGATE THE LESSOR TO ASSIST LESSEE IN OBTAINING SAID PERMITS; THE LESSEE FURTHER AGREES THAT IF IN THE EVENT A PERMIT CANNOT BE OBTAINED BY LESSEE UNDER ANY ZONING ORDINANCE OR REGULATION, THIS LEASE SHALL NOT TERMINATE WITHOUT LESSOR’S CONSENT, AND THE LESSEE SHALL USE THE PREMISES ONLY IN A MANNER PERMITTED UNDER SUCH ZONING ORDINANCE OR REGULATION.

(a) NO CONTRACT ENTERED INTO OR THAT MAY BE SUBSEQUENTLY ENTERED INTO BY LESSOR WITH LESSEE, RELATIVE TO ANY ALTERATIONS, ADDITIONS, IMPROVEMENTS OR REPAIRS, NOR THE FAILURE OF LESSOR TO MAKE SUCH ALTERATIONS, ADDITIONS, IMPROVEMENTS OR REPAIRS AS REQUIRED BY ANY SUCH CONTRACT, NOR THE MAKING BY LESSOR OR HIS AGENTS OR CONTRACTORS OF SUCH ALTERATIONS, ADDITIONS, IMPROVEMENTS OR REPAIRS SHALL IN ANY WAY AFFECT THE PAYMENT OF THE RENT OR SAID OTHER CHARGES AT THE TIME SPECIFIED IN THIS LEASE.

(c) IT IS HEREBY COVENANTED AND AGREED, ANY LAW, USAGE OR CUSTOM TO THE CONTRARY NOTWITHSTANDING, THAT LESSOR SHALL HAVE THE RIGHT AT ALL TIMES TO ENFORCE THE COVENANTS AND PROVISIONS OF THE LEASE IN STRICT ACCORDANCE WITH THE TERMS HEREOF, NOTWITHSTANDING ANY CONDUCT OR CUSTOM ON THE PART
OF THE LESSOR IN REFRAINING FROM DOING AT ANY TIME OR TIMES;
AND FURTHER, THAT THE FAILURE OF LESSOR AT ANY TIME OR TIMES
TO ENFORCE HIS 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.

(c). THIS LEASE IS GRANTED UPON THE EXPRESS CONDITION THAT
THE LESSEE AND/OR THE OCCUPANTS OF THE PREMISES HEREIN LEASED,
SHALL NOT CONDUCT THEMSELVES IN A MANNER WHICH THE LESSOR IN
HIS SOLE OPINION MAY DEEM IMPROPER OR OBJECTIONABLE, AND THAT
IF AT ANY TIME DURING THE TERM OF THIS LEASE OR ANY EXTENSION
OR CONTINUATION THEREOF, LESSEE OR ANY OCCUPIER OF THE SAID
PREMISES SHALL HAVE CONDUCTED HIMSELF, HERSELF OR
THEMSELVES IN A MANNER WHICH LESSOR IN HIS SOLE OPINION DEEMS
IMPROPER OR OBJECTIONABLE, LESSEE SHALL BE TAKEN TO HAVE
BROKEN THE COVENANTS AND CONDITIONS OF THIS LEASE, AND LESSOR
WILL BE ENTITLED TO ALL OF THE RIGHTS AND REMEDIES GRANTED
AND RESERVED HEREIN FOR THE LESSEE'S FAILURE TO OBSERVE ANY OF
THE COVENANTS AND CONDITIONS OF THIS LEASE.

(d). IN THE EVENT OF THE FAILURE OF LESSEE PROMPTLY TO
PERFORM THE COVENANTS OF SECTION 8(b) HEREOF, LESSOR MAY GO
UPON THE DEMISED PREMISES AND PERFORM SUCH COVENANTS, THE
COST THEREOF, AT THE SOLE OPTION OF LESSOR, TO BE CHARGED TO
LESSEE AS ADDITIONAL AND DELINQUENT RENT.

IF THE LESSEE:

(a). DOES NOT PAY IN FULL WHEN DUE ANY AND ALL INSTALLMENTS
OF RENT AND/OR ANY OTHER CHARGE OR PAYMENT HEREIN RESERVED,
INCLUDED, OR AGREED TO BE TREATED OR COLLECTED AS RENT AND/OR
ANY OTHER CHARGE, EXPENSE, OR COST HEREIN AGREED TO BE PAID BY
THE LESSEE, OR

(b). VIOLATES OR FAILS TO PERFORM OR OTHERWISE BREAKS ANY
COVENANT OR AGREEMENT HEREIN CONTAINED; OR

(c). VACATES THE DEMISED PREMISES OR REMOVES OR ATTEMPTS
TO REMOVE OR MANIFESTS AN INTENTION TO REMOVE ANY GOODS OR
PROPERTY THEREFROM OTHERWISE THAN IN THE ORDINARY AND
USUAL COURSE OF BUSINESS WITHOUT HAVING FIRST PAID AND
SATISFIED THE LESSOR IN FULL FOR ALL RENT AND OTHER CHARGES
THEN DUE OR THAT MAY THEREAFTER BECOME DUE UNTIL THE
EXPIRATION OF THE THEN CURRENT TERM, ABOVE MENTIONED; OR

(d). BECOMES EMBARRASSED OR INSOLVENT, OR MAKES AN ASSIGNMENT
FOR THE BENEFIT OF CREDITORS, OR IF A PETITION IN BANKRUPTCY IS
FILED BY OR AGAINST THE LESSEE, OR A BILL IN EQUITY OR OTHER
PROCEEDING FOR THE APPOINTMENT OF A RECEIVER FOR THE LESSEE IS
FILED, OR IF PROCEEDINGS FOR REORGANIZATION OR FOR

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REPRODUCED FROM UNIFORM LEASE NO. 50
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COMPOSITION WITH CREDITORS UNDER ANY STATE OR FEDERAL LAW BE INSTITUTED BY OR AGAINST LESSEE, OR IF THE REAL OR PERSONAL PROPERTY OF THE LESSEE SHALL BE SOLD OR LEVIED UPON BY ANY SHERIFF, MARSHALL OR CONSTABLE;

THEN AND IN ANY OR EITHER OF SAID EVENTS, THERE SHALL BE DEEMED TO BE A BREACH OF THIS LEASE, AND THEREUPON IPSO FACTO AND WITHOUT ENTRY OR OTHER ACTION BY LESSOR:

(1) THE RENT FOR THE ENTIRE UNEXPENSED BALANCE OF THE TERM OF THIS LEASE, AS WELL AS ALL OTHER CHARGES, PAYMENTS, COSTS AND EXPENSES HEREIN AGREED TO BE PAID BY THE LESSEE, OR AT THE OPTION OF LESSOR ANY PART THEREOF, AND ALSO ALL COSTS AND OFFICERS' COMMISSIONS INCLUDING WATCHMEN'S WAGES AND FURTHER INCLUDING THE FIVE PERCENT CHARGEABLE BY ACT OF ASSEMBLY TO THE LESSOR, SHALL, IN ADDITION TO ANY AND ALL INSTALLMENTS OF RENT ALREADY DUE AND PAYABLE AND IN ARREARS AND/OR ANY OTHER CHARGE OR PAYMENT HEREIN RESERVED, INCLUDED OR AGREED TO BE TREATED OR COLLECTED AS RENT, AND/OR ANY OTHER CHARGE, EXPENSE OR COST HEREIN AGREED TO BE PAID BY LESSEE WHICH MAY BE DUE AND PAYABLE AND IN ARREARS, BE TAKEN TO BE DUE AND PAYABLE AND IN ARREARS AS IF BY THE TERMS AND PROVISIONS OF THIS LEASE, THE WHOLE BALANCE OF UNPAID RENT AND OTHER CHARGES, PAYMENTS, TAXES, COSTS AND EXPENSES WERE ON THAT DATE PAYABLE IN ADVANCE; AND IF THIS LEASE OR ANY PART THEREOF IS ASSIGNED, OR IF THE PREMISES OR ANY PART THEREOF IS SUB-LET, LESSEE HEREBY IRREVOCABLE CONSTITUES AND APPOINTS LESSOR LESSEE'S AGENT TO COLLECT THE RENTS DUE BY SUCH ASSIGNEE OR SUB-LESSEE AND APPLY THE SAME TO THE RENT DUE HEREUNDER WITHOUT IN ANY WAY AFFECTING LESSEE'S OBLIGATION TO PAY ANY UNPAID BALANCE OF RENT DUE HEREUNDER;

(2) THIS LEASE AND THE TERM HEREBY CREATED SHALL DETERMINE AND BECOME ABSOLUTELY VOID WITHOUT ANY RIGHT ON THE PART OF THE LESSEE TO SAVE THE FORFEITURE BY PAYMENT OF ANY SUM DUE OR BY OTHER PERFORMANCE OF ANY CONDITION, TERM OR COVENANT BROKEN; WHEREUPON, LESSOR SHALL BE ENTITLED TO RECOVER DAMAGES FOR SUCH BREACH IN AN AMOUNT EQUAL TO THE AMOUNT OF RENT RESERVED FOR THE BALANCE OF THE TERM OF THIS LEASE, LESS THE FAIR RENTAL VALUE OF THE SAID DEMISED PREMISES, FOR THE RESIDUE OF SAID TERM.

IN THE EVENT OF ANY DEFAULT AS ABOVE SET FORTH IN SECTION 14, THE LESSOR, OR ANYONE ACTING ON LESSOR'S BEHALF, AT LESSOR'S OPTION: MAY WITHOUT NOTICE OR DEMAND ENTER THE DEMISED PREMISES, BREAKING OPEN LOCKED DOORS IF NECESSARY TO EFFECT ENTRANCE, WITHOUT LIABILITY TO ACTION FOR PROSECUTION OR DAMAGES FOR SUCH ENTRY OR FOR THE MANNER THEREOF, FOR THE
PURPOSE OF DISTRAINING OR LEVYING AND FOR ANY OTHER PURPOSES, 
AND TAKE POSSESSION OF AND SELL ALL GOODS AND CHATTELS AT 
AUCTION, ON THREE DAYS' NOTICE SERVED IN PERSON ON THE LESSEE 
OR LEFT ON THE PREMISES, AND PAY THE SAID LESSOR OUT OF THE 
PROCEEDS, AND EVEN IF THE RENT BE NOT DUE AND UNPAID, SHOULD 
THE LESSEE AT ANY TIME REMOVE OR ATTEMPT TO REMOVE GOODS 
AND CHATTELS FROM THE PREMISES WITHOUT LEAVING ENOUGH 
THEREON TO MEET THE NEXT PERIODICAL PAYMENT, LESSEE 
AUTHORIZES THE LESSOR TO FOLLOW FOR A PERIOD OF NINETY DAYS 
AFTER SUCH REMOVAL, TAKE POSSESSION OF AND SELL AT AUCTION, 
UPON LIKE NOTICE, SUFFICIENT OF SUCH GOODS TO MEET THE 
PROPORTION OF RENT ACCRUED AT THE TIME OF SUCH REMOVAL; AND 
THE LESSEE HEREBY RELEASES AND DISCHARGES THE LESSOR, AND HIS 
AGENTS, FROM ALL CLAIMS, ACTIONS, SUITS, DAMAGES, AND PENALTIES, 
FOR OR BY REASON OR ON ACCOUNT OF ANY ENTRY, DISTRAINT, LEVY, 
APPRAISMENT OR SALE; AND/OR 
(b) MAY ENTER THE PREMISES, AND WITHOUT DEMAND PROCEED BY 
DISTRESS AND SALE OF THE GOODS THERE FOUND TO LEVY THE RENT 
AND/OR OTHER CHARGES HEREBIN PAYABLE AS RENT, AND ALL COSTS 
AND OFFICERS' COMMISSIONS, INCLUDING WATCHMEN'S WAGES AND 
SUMS CHARGEABLE TO LESSOR, AND FURTHER INCLUDING A SUM EQUAL 
TO THE AMOUNT OF THE LEVY AS COMMISSIONS TO THE CONSTABLE OR 
OTHER PERSON MAKING THE LEVY, SHALL BE PAID BY THE LESSEE, AND 
IN SUCH CASE ALL COSTS, OFFICERS' COMMISSION AND OTHER CHARGES 
SHALL IMMEDIATELY ATTACH AND BECOME PART OF THE CLAIM OF 
LESSOR FOR RENT, AND ANY TENDER OF RENT WITHOUT SAID COSTS, 
COMMISSION AND CHARGES MADE AFTER THE ISSUE OF A WARRANT OF 
DISTRESS SHALL NOT BE SUFFICIENT TO SATISFY THE CLAIM OF THE 
LESSOR. LESSEE HEREBY EXPRESSLY WAIVES IN FAVOR OF LESSOR THE 
BENEFIT OF ALL LAWS NOW MADE OR WHICH MAY HEREAFTER BE MADE 
REGARDING ANY LIMITATION AS TO THE GOODS UPON WHICH, OR THE 
TIME WITHIN WHICH, DISTRESS IS TO BE MADE AFTER REMOVAL OF 
GOODS, AND FURTHER RELIEVES THE LESSOR OF THE OBLIGATIONS OF 
PROVING OR IDENTIFYING SUCH GOODS, IT BEING THE PURPOSE AND 
INTENT OF THIS PROVISION THAT ALL GOODS OF 
LESSEE, WHETHER UPON THE DEMISED PREMISES OR NOT, SHALL BE 
LIABLE TO DISTRESS FOR RENT. LESSEE WAIVES IN FAVOR OF LESSOR 
ALL RIGHTS UNDER THE ACT OF ASSEMBLY OF APRIL 6, 1951, P.L. 69, AND 
ALL SUPPLEMENTS AND AMENDMENTS THERETO THAT HAVE BEEN OR 
MAY HEREAFTER BE PASSED, AND AUTHORIZES THE SALE OF ANY GOODS 
DISTRAINED FOR RENT AT ANY TIME AFTER FIVE DAYS FROM SAID 
DISTRAINT WITHOUT ANY APPRAISMENT AND/OR CONDEMNATION 
THEREOF. 
(b) THE LESSEE FURTHER WAIVES THE RIGHT TO ISSUE A WRIT OF 
REPLEVIN UNDER THE PENNSYLVANIA RULES OF CIVIL PROCEDURE, 
NO. 1071 &c. AND LAWS OF THE COMMONWEALTH OF PENNSYLVANIA,
COMMERCIAL LEASE 50 AGREEMENT

OR,

(c) UNDER ANY OTHER LAW PREVIOUSLY ENACTED AND NOW IN FORCE, OR WHICH MAY BE HEREAFTER ENACTED, FOR THE RECOVERY OF ANY ARTICLES, HOUSEHOLD GOODS, FURNITURE, ETC., SEIZED UNDER A DISTRESS FOR RENT OR LEVY UPON AN EXECUTION FOR RENT, DAMAGES OR OTHERWISE; ALL WAIVERS HEREINBEFORE MENTIONED ARE HEREBY EXTENDED TO APPLY TO ANY SUCH ACTION; AND/OR

(d) MAY LEASE SUCH PREMISES OR ANY PART OR PARTS THEREOF TO SUCH PERSON OR PERSONS AS MAY IN LESSOR'S DISCRETION SEEM BEST AND THE LESSEE SHALL BE LIABLE FOR ANY LOSS OF RENT FOR THE BALANCE OF THE THEN CURRENT TERM.

*IF RENT AND/OR ANY CHARGES HEREBY RESERVED AS RENT SHALL REMAIN UNPAID ON ANY DAY WHEN THE SAME OUGHT TO BE PAID, LESSEE HEREBY EMPowers ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR LESSEE IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR RENT AND/OR THE CHARGES, PAYMENTS, COSTS AND EXPENSES RESERVED AS RENT, OR AGREED TO BE PAID BY THE LESSEE AND/OR TO SIGN FOR LESSEE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN AMICABLE ACTION OR ACTIONS FOR THE RECOVERY OF RENT OR OTHER CHARGES, PAYMENTS, COSTS AND EXPENSES, AND IN SAID SUITS OR IN SAID AMICABLE ACTION OR ACTIONS TO CONFEss JUDGMENT AGAINST LESSEE FOR ALL OR ANY PART OF THE RENT SPECIFIED IN THIS LEASE AND THEN UNPAID INCLUDING, AT LESSOR'S OPTION, THE RENT FOR THE ENTIRE UNEXPIRED BALANCE OF THE TERM OF THIS LEASE, AND/OR OTHER CHARGES, PAYMENTS, COSTS AND EXPENSES RESERVED AS RENT OR AGREED TO BE PAID BY THE LESSEE, AND FOR INTEREST AND COST TOGETHER WITH ANY AND ALL ATTORNEYS COMMISSIONS AND OR FEES. SUCH AUTHORITY SHALL NO BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFEssED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT AND/OR OTHER CHARGES, PAYMENTS, COSTS AND EXPENSES, RESERVED AS RENT SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE ORIGINAL TERM AND/OR DURING ANY EXTENSION OR RENEWAL OF THIS LEASE.

--WHEN THIS LEASE SHALL BE DETERMINED BY CONDITION BROKEN, EITHER DURING THE ORIGINAL TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR LESSEE TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN AMICABLE ACTION AND JUDGMENT IN EJECTMENT AGAINST LESSEE AND ALL PERSONS CLAIMING UNDER LESSEE FOR THE RECOVERY BY LESSOR OF POSSESSION OF THE HEREAHM DEMISED PREMISES, FOR WHICH THIS LEASE SHALL BE HIS SUFFICIENT WARRANT, WHEREUPON, IF

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REPRODUCED FROM UNIFORM LEASE NO. 50
COMMERCIAL LEASE 50 AGREEMENT

LESSOR SO DESIRE, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESORTED TO LESSEE, LESSOR SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREBEFORE SET FORTH, TO BRING ONE OR MORE AMICABLE ACTION OR ACTIONS AS HEREBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

**17.—Ejectment**

**18.—Affidavit of Default**

**19.—Waivers by Lessee:**
- of errors,
- right of appeal,
- stay,
- exemption,
- inquisition.

**IN ANY AMICABLE ACTION OF EJECTMENT AND/OR FOR RENT IN ARREARS, LESSOR SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY HIM OR SOMEONE ACTING FOR HIM SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT, OF WHICH FACTS SUCH AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE AND IF A TRUE COPY OF THIS LEASE (AND OF THE TRUTH OF THE COPY SUCH AFFIDAVIT SHALL BE SUFFICIENT EVIDENCE) BE FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM, OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

**LESSEE EXPRESSLY AGREES THAT ANY JUDGMENT, ORDER OR DECREE ENTERED AGAINST HIM BY OR IN ANY COURT OF MAGISTRATE BY VIRTUE OF THE POWERS OF ATTORNEY CONTAINED IN THIS LEASE, OR OTHERWISE, SHALL BE FINAL, AND THAT HE WILL NOT TAKE AN APPEAL, CERTIORARI, WRIT OF ERROR, EXCEPTION OR OBJECTION TO THE SAME, OR FILE A MOTION OR RULE TO STRIKE OFF OR OPEN OR TO STAY EXECUTION OF THE SAME, AND RELEASES TO LESSOR AND TO ANY AND ALL ATTORNEYS WHO MAY APPEAR FOR LESSEE ALL ERRORS IN THE SAID PROCEEDINGS, AND ALL LIABILITY THEREFOR, LESSEE EXPRESSLY WAIVES THE BENEFITS OF ALL LAWS, NOW OR HERAFTER IN FORCE, EXEMPTING ANY GOODS ON THE DEMISED PREMISES, OR ELSEWHERE FROM DISTRAINT, LEVY OR SALE IN ANY LEGAL PROCEEDINGS TAKEN BY THE LESSOR TO ENFORCE ANY RIGHTS UNDER THIS LEASE. LESSEE FURTHER WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE THAT MAY BE LEVIED UPON TO COLLECT ANY AMOUNT WHICH MAY BECOME DUE UNDER THE TERMS AND CONDITIONS OF THIS LEASE, AND DOES HEREBY VOLUNTARILY CONDEMN THE SAME AND AUTHORIZES THE PROTHONOTARY OR CLERK OF COURT TO ISSUE A WRIT OF EXECUTION OR OTHER PROCESS UPON LESSEE'S VOLUNTARY CONDEMNATION, AND FURTHER AGREES THAT THE SAID REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION OR OTHER PROCESS. IF PROCEEDINGS SHALL BE COMMENCED BY LESSOR TO RECOVER POSSESSION UNDER THE ACTS OF ASSEMBLY, EITHER AT THE END OF THE TERM OR SOONER TERMINATION OF THIS LEASE, OR FOR NONPAYMENT OF RENT OR ANY OTHER REASON LESSEE SPECIFICALLY WAIVES THE RIGHT TO THE THREE MONTHS' NOTICE AND/OR THE FIFTEEN OR

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REPRODUCED FROM UNIFORM LEASE NO. 50
THIRTY DAYS' NOTICE REQUIRED BY THE ACT OF APRIL 6, 1951, P. L. 69, AND AGREES THAT FIVE DAYS' NOTICE SHALL BE SUFFICIENT IN EITHER OR ANY OTHER CASE.

---THE RIGHT TO ENTER JUDGMENT AGAINST LESSEE AND TO ENFORCE ALL OF THE OTHER PROVISIONS OF THIS LEASE HEREBINABOVE PROVIDED FOR MAY, AT THE OPTION OF ANY ASSIGNEE OF THIS LEASE, BE EXERCISED BY ANY ASSIGNEE OF THE LESSOR'S RIGHT, TITLE AND INTEREST IN THIS LEASE IN HIS, HER OR THEIR OWN NAME, NOTWITHSTANDING THE FACT THAT ANY OR ALL ASSIGNMENTS OF THE SAID RIGHT, TITLE AND INTEREST MAY NOT BE EXECUTED AND/OR WITNESSED IN ACCORDANCE WITH THE ACT OF ASSEMBLY OF MAY 28, 1715, 1 Sm. L. 90, AND ALL SUPPLEMENTS AND AMENDMENTS THERETO THAT HAVE BEEN OR MAY HEREAFTER BE PASSED AND LESSEE HEREBY EXPRESSLY WAIVES THE REQUIREMENTS OF SAID ACT OF ASSEMBLY AND ANY AND ALL LAWS REGULATING THE MANNER AND/OR FORM IN WHICH SUCH ASSIGNMENTS SHALL BE EXECUTED AND WITNESSED.

---ALL OF THE REMEDIES HEREBINABOVE GIVEN TO LESSOR AND ALL RIGHTS AND REMEDIES GIVEN TO HIM BY LAW AND EQUITY SHALL BE CUMULATIVE AND CONCURRENT. NO DETERMINATION OF THIS LEASE OR THE TAKING OR RECOVERING OF THE PREMISES SHALL DEPRIVE LESSOR OF ANY OF HIS REMEDIES OR ACTIONS AGAINST THE LESSEE FOR RENT DUE AT THE TIME OR WHICH, UNDER THE TERMS HEREOF, WOULD IN THE FUTURE BECOME DUE AS IF THERE HAS BEEN NO DETERMINATION, OR FOR ANY AND ALL SUMS DUE AT THE TIME OR WHICH, UNDER THE TERMS HEREOF, WOULD IN THE FUTURE BECOME DUE AS IF THERE HAD BEEN NO DETERMINATION, NOR SHALL THE BRINGING OF ANY ACTION FOR RENT OR BREACH OF COVENANT, OR THE RESORT TO ANY OTHER REMEDY HEREBIN PROVIDED FOR THE RECOVERY OF RENT BE CONSTRUED AS A WAIVER OF THE RIGHT TO OBTAIN POSSESSION OF THE PREMISES.

---IN THE EVENT THAT THE PREMISES DEMISED OR ANY PART THEREOF IS TAKEN OR CONDEMNED FOR A PUBLIC OR QUASI-PUBLIC USE, THIS LEASE SHALL, AS TO THE PART SO TAKEN, TERMINATE AS OF THE DATE TITLE SHALL VEST IN THE CONDEMNOR, AND RENT SHALL ABATE IN PROPORTION TO THE SQUARE FEET OF LEASED SPACE TAKEN OR CONDEMNED OR SHALL CEASE IF THE ENTIRE PREMISES BE SO TAKEN. IN EITHER EVENT THE LESSEE WAIVES ALL CLAIMS AGAINST THE LESSOR BY REASON OF THE COMPLETE OR PARTIAL TAKING OF THE DEMISED PREMISES, AND IT IS AGREED THAT THE LESSEE SHALL NOT BE ENTITLED TO ANY NOTICE WHATSOEVER OF THE PARTIAL OR COMPLETE TERMINATION OF THIS LEASE BY REASON OF THE ABOVE SAID.

---THIS AGREEMENT OF LEASE AND ALL ITS TERMS, COVENANTS AND PROVISIONS ARE AND EACH OF THEM IS SUBJECT AND SUBORDINATE TO ANY LEASE OR OTHER ARRANGEMENT OR RIGHT TO POSSESSION, UNDER WHICH THE LESSOR IS IN CONTROL OF THE DEMISED PREMISES, TO THE
RIGHTS OF THE OWNER OR OWNER’S OF THE DEMISED PREMISES AND OF
THE LAND OR BUILDINGS OF WHICH THE DEMISED PREMISES ARE A
PART, TO ALL RIGHTS OF THE LESSOR’S LANDLORD AND TO ANY AND ALL
MORTGAGES AND OTHER ENCUMBRANCES NOW OR HEREAFTER PLACED
UPON THE DEMISED PREMISES OR UPON THE LAND AND/OR THE
BUILDINGS CONTAINING THE SAME; AND LESSEE EXPRESSLY AGREES
THAT IF LESSOR’S TENANCY, CONTROL, OR RIGHT TO POSSESSION SHALL
TERMINATE EITHER BY EXPIRATION, FORFEITURE OR OTHERWISE, THEN
THIS LEASE SHALL THEREUPON IMMEDIATELY TERMINATE AND THE
LESSEE SHALL, THEREUPON, GIVE IMMEDIATE POSSESSION; AND LESSEE
HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OR OTHERWISE
BY REASON OF SUCH TERMINATION AS AFORESAID.

24. Termination

IT IS MUTUALLY AGREED THAT FOUR MONTHS WRITTEN NOTICE OF
TERMINATION MUST BE GIVEN TO LANDLORD FOR TERMINATION TO
OCUR AT THE END OF THE FIRST TERM. IN THE ABSENCE OF THIS
FOUR MONTH WRITTEN NOTICE TO VACATE THAN THE LEASE WILL
AUTOMATICALLY CONTINUE IN INCREMENTS OF FOUR ADDITIONAL
MONTHS UNTIL FOUR MONTHS WRITTEN NOTICE IS GIVEN TO
LESSOR/LANDLORD OF TENANT’S INTENT TO VACATE PREMISES. IF AN
OPTION TO RENEW CLAUSE IS IN ADDENDUM THAN THE OPTION TO
RENEW CLAUSE MUST BE DETERMINED BEFORE TERMINATION MAY
OCCUR. IF, OPTION TO RENEW IS NOT ACCEPTED IN WRITING BY
TENANT THAN TENANT/LESSEE MUST PROVIDE TO THE
LESSEE/LANDLORD THE FOUR MONTHS WRITTEN NOTICE OF INTENT TO
VACATE PREMISES.

5—Notices

ALL NOTICES REQUIRED TO BE GIVEN BY LESSOR TO LESSEE SHALL
BE SUFFICIENTLY GIVEN BY LEAVING THE SAME UPON THE DEMISED
PREMISES, BUT NOTICES GIVEN BY LESSEE TO LESSOR MUST BE GIVEN BY
REGISTERED MAIL, AND IF AGAINST LESSOR THE ONLY ADMISSIBLE
EVIDENCE THAT NOTICE HAS BEEN GIVEN BY LESSEE SHALL BE A
REGISTRY RETURN RECEIPT SIGNED BY LESSOR OR HIS AGENT.

26.—Lease contains
all agreements
(addendum &
attachments A&B)

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE
PARTIES HERETO THAT THIS LEASE WITH addendum and attachments A&B
ATTACHED HERETO AND FORMING A PART THEREOF SET FORTH ALL THE
PROMISES, AGREEMENTS, CONDITIONS AND UNDERSTANDINGS
BETWEEN LESSOR OR HIS AGENTS AND LESSEE RELATIVE TO THE
DEMISED PREMISES, AND THAT THERE ARE NO PROMISES, AGREEMENTS,
CONDITIONS OR UNDERSTANDINGS, EITHER ORAL OR WRITTEN,
BETWEEN THEM OTHER THAN ARE HEREIN SET FORTH. IT IS FURTHER
UNDERSTOOD AND AGREED THAT, EXCEPT AS HEREIN OTHERWISE
PROVIDED, NO SUBSEQUENT ALTERATION, AMENDMENT, CHANGE OR
ADDITION TO THIS LEASE SHALL BE BINDING UPON LESSOR OR LESSEE
UNLESS REDUCED TO WRITING AND SIGNED BY THEM.

ALL RIGHTS AND LIABILITIES HEREIN GIVEN TO, OR IMPOSED UPON,
THE RESPECTIVE PARTIES HERETO SHALL EXTEND TO AND BIND THE
SEVERAL AND RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS,
SUCCESSORS AND ASSIGNS OF SAID PARTIES; AND IF THERE SHALL BE MORE THAN ONE LESSEE, THEY SHALL ALL BE BOUND JOINTLY AND SEVERALLY BY THE TERMS, COVENANTS AND AGREEMENTS HEREIN, AND THE WORD "LESSEE" SHALL BE DEEMED AND TAKEN TO MEAN EACH AND EVERY PERSON OR PARTY MENTIONED AS A LESSEE HEREIN, BE THE SAME ONE OR MORE; AND IF THERE SHALL BE MORE THAN ONE LESSEE, ANY NOTICE REQUIRED OR PERMITTED BY THE TERMS OF THIS LEASE MAY BE GIVEN BY OR TO ANY ONE THEREOF, AND SHALL HAVE THE SAME FORCE AND EFFECT AS IF GIVEN BY OR TO ALL THEREOF. THE WORDS "HIS" AND "HIM" WHEREVER STATED HEREIN SHALL BE DEEMED TO REFER TO THE "LESSOR" AND "LESSEE" WHETHER SUCH LESSOR OR LESSEE BE SINGULAR OR PLURAL AND IRRESPECTIVE OF GENDER. NO RIGHTS, HOWEVER, SHALL INURE TO THE BENEFIT OF ANY ASSIGNEE OF LESSEE UNLESS THE ASSIGNMENT TO SUCH ASSIGNEE HAS BEEN APPROVED BY LESSOR IN WRITING AS AFORESAID.

-----LESSEE SHALL, UPON EXECUTION HEREOF, DEPOSIT WITH LESSOR AS SECURITY FOR THE PERFORMANCE OF ALL THE TERMS, COVENANTS, AND CONDITIONS OF THIS LEASE, THE SUM OF FIVE THOUSAND ONE HUNDRED DOLLARS ($5,100).

THIS DEPOSIT IS TO BE RETAINED BY LESSOR UNTIL THE EXPIRATION OF THIS LEASE AND SHALL BE RETURNABLE TO LESSEE PROVIDED THAT (1) PREMISES HAVE BEEN VACATED; (2) LESSOR SHALL HAVE INSPECTED THE PREMISES AFTER SUCH VACATION; AND (3) LESSEE SHALL HAVE COMPLIED WITH ALL THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE, IN WHICH EVENT THE DEPOSIT SO PAID HEREUNDER SHALL BE RETURNED TO LESSEE; OTHERWISE, SAID SUM DEPOSITED HEREUNDER OR ANY PART THEREOF MAY BE RETAINED BY LESSOR AT HIS OPTION, AS LIQUIDATED DAMAGES, OR MAY BE APPLIED BY LESSOR AGAINST ANY ACTUAL LOSS, DAMAGE OR INJURY CHARGEABLE TO LESSEE HEREUNDER OR OTHERWISE, IF LESSOR DETERMINES THAT SUCH LOSS, DAMAGE OR INJURY EXCEEDS SAID SUM DEPOSITED. LESSOR'S DETERMINATION OF THE AMOUNT, IF ANY, TO BE RETURNED TO LESSEE SHALL BE FINAL. IT IS UNDERSTOOD THAT THE SAID DEPOSIT IS NOT TO BE CONSIDERED AS THE LAST RENTAL DUE UNDER THE LEASE.

-----ANY HEADINGS PRECEDING THE TEXT OF THE SEVERAL PARAGRAPHS AND SUB-PARAGRAPHS ARE HEREOF ARE INSERTED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT CONSTITUTE A PART OF THIS LEASE, NOR SHALL THEY AFFECT ITS MEANING, CONSTRUCTION OR EFFECT.

SEE ALSO ADDENDUM HEADINGS ThirTY (30) THROUGH HEADING Fourty-Eight (48), ATTACHMENTS, "A" WAIVER OF RIGHTS AWARENESS AND ATTACHMENT "B" DISCLOSURE OF CONFESSION OF JUDGMENT AND WAIVER OF RIGHTS, WHICH ARE ALL INCLUSIVE IN THIS ABOVE LEASE 50, HEADINGS ONE THROUGH TWENTY NINE AND BECOME A PART OF THIS

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REPRODUCED FROM UNIFORM LEASE NO. 50
A---RENT IS PAID IN UNITED STATES CURRENCY ONLY. RENT IS DUE ON OR BEFORE THE FIRST DAY DATE THAT TENANT RECEIVES THE LICENSE TO OPERATE A PENNSYLVANIA-LEGAL PRESCRIPTION MEDICAL MARIJUANA DISPENSARY. (PLEASE NOTE IF LICENSE IS NOT RECEIVED BY THE JUNE 30, 2017-THIS ENTIRE LEASE 50 AND ADDENDUM IS NULL AND VOID). MONTHLY. RENT IS DUE AT THE OFFICE OF LANDLORD, GLORIA TERRANOVA, 7 SUMMIT DRIVE, GLEN MILLS, PA., 19342. IF RENT IS NOT RECEIVED BY THE DATE DISCUSSED A LATE CHARGE WILL APPLY. (SEE BELOW). THE RENTAL UNIT WILL STAY VACANT UNTIL THE LEGAL LICENSE IS GIVEN TO TENANT. THE LICENSE PROCESS WILL TERMINATE BY JUNE 30TH 2017. (SEE ITEM 40)

31---LATE CHARGES AND -BAD CHECKS:

A---MONTHLY RENT IS DUE ON THE DAY THE TENANT RECEIVES THE LICENSE TO OPERATE A LEGAL PRESCRIPTION MEDICAL MARIJUANA DISPENSARY. IF LATE CHARGE OF TEN PERCENT WILL APPLY TO BE ADDUB TO THE RENT FOR THAT PARTICULAR MONTH. WATER, SEWER, SNOW REMOVAL, OR ANY OTHER CHARGES BILLED BY THE LANDLORD HAS A THIRTY DAY PAYMENT PERIOD FROM THE DATE SHOWN ON THE BILLING FORM BEFORE A LATE FEE OF TEN PERCENT IS TO BE ADDED TO THE MONTHLY CHARGE. BAD CHECKS ARE CONSIDERED LATE PAYMENT AND CARRY A LATE PAYMENT FEE OF TEN PERCENT AND ADDITIONAL BAD CHECK FEE OF FIFTY DOLLARS.

B---ADDITIONALLY, ALL PAYMENTS INCLUDING LATE CHARGES REMAINING DUE AFTER THIRTY DAYS SHALL BEAR INTEREST AT THE RATE OF THREE PERCENT COMPOUNDED PER MONTH. IN ADDITION COST OF ALL OTHER REMEDIES ACCURING TO LESSOR WHICH ARE REASONABLE COSTS, EXPENSES AND LEGAL FEES INCURRED BY LESSOR IN AND ABOUT ANY EFFORT TO ENFORCE THE TERMS OF THIS LEASE, INCLUDING LIGATION, IF NECESSARY.
32---UTILITIES, WATER, GAS, ELECTRIC, SNOW REMOVAL, AND WHATSOEVER, TENANT PROMISES AND AGREES TO PAY FOR ALL SERVICES PROVIDED BY LANDLORD AND BILLED ACCORDINGLY.

A---TENANT PROMISES AND AGREES PAYING FOR ALL SERVICES THAT TENANT UTILIZES FOR THE CONDUCT OF HIS BUSINESS, CABLE, PHONES, WIRING, GAS ELECTRIC, TRASH REMOVAL, ETC. WHATSOEVER PLEASE NOTE: LANDLORD DOES NOT PROVIDE TRASH REMOVAL SERVICES.

33---INSURANCE:

A---TENANT, AT TENANT'S EXPENSE SOLE COST SHALL MAINTAIN AND KEEP IN EFFECT THROUGHOUT THE TERM OF THIS LEASE AND ANY EXTENSIONS OR RENEWALS THEREOF, AND DURING ANY PERIOD OF ENTRY INTO THE PREMISES PRIOR TO THE TERM AN INSURANCE POLICY:

(B)---A POLICY OF GENERAL PUBLIC LIABILITY INSURANCE INSURING AGAINST CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE HAVING A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE, AND AN AGGREGATE OF TWO MILLION ($2,000,000) FOR PROPERTY DAMAGE NAMING BOTH LANDLORD AND TENANT AS INSUREDS. IF TENANT'S TRADE VANDALISM. TENANT PROMISES AND AGREES THAT IF DAMAGE IS CAUSED DEMISED PREMISES PREMISES OR ANY OTHER PORTION OF BUILDING, TENANT BEARS ALL RESPONSIBILITY TO THE DAMAGE.

(C)---TENANT SHALL ALSO OBTAIN AND PAY FOR, AND PERIODICALLY RENEW A FIRE INSURANCE COVERING THE LEASE PREMISES IN A COVERAGE AMOUNT OF NOT LESS THAN ONE HUNDRED THOUSAND DOLLARS, ($100,000). TENANT SHALL CAUSE LANDLORD TO BE NAMED AS AN ADDITIONAL INSureD ON THAT POLICY, ALSO.

(D)---TENANT SHALL ALSO MAINTAIN FIRE AND EXTENDED COVERAGE FOR ALL OF OTHER PERSONAL PROPERTY AND TENANT'S INTERESTS.

(E)---TENANT SHALL DELIVER TO LANDLORD CURRENT CERTIFICATES EVIDENCING SUCH INSURANCE AND SHALL DELIVER RENEWAL CERTIFICATES OF INSURANCE PRIOR TO EACH ANNIVERSY OF THE COMMENCEMENT OF THE LEASE.

(F)---TENANT SHALL MAINTAIN WORMAN'S COMPENSATION FOR ANY EMPLOYEE, AS REQUIRED BY LAW IN THE STATE OF PENNSYLVANIA AND IF TENANT HIRES CONTRACTORS TO WORK OR DRIVE OR PERFORM ANY MONETARY WORK IN THE LEASED PROPERTY TENANT MUST ASK AND RECEIVE AND CERTIFICATE OF LIABILITY INSURANCE FROM ANY HIREE, UTILIZED BY LESSEE IN THE LEASED PREMISES OR ANY PROPERTY ON THE OUTER WALLS

34---CLEAN, MAINTAIN, REPAIR, AND REPLACE

A---IN ADDITION TO CLAUSE 8B IN LEASE 50 SECTION: AT TENANT'S EXPENSE IS RESPONSIBLE FOR SERVICE AND REPAIR TO ALL SUPPORT SYSTEMS, MAINTENANCE
CONTRACTS AND ANNUAL SERVICE TO GAS FURNACE AND A COPY OF MAINTENANCE CONTRACT SENT TO LANDLORD OR LANDLORD SUPPLIES THE YEARLY MAINTENANCE AND TENANT PAYS LANDLORD THE SERVICE FEE THAT IS BILLED TO LANDLORD. TENANT IS RESPONSIBLE TO REPLACE ALL LIGHTING INDOORS AND OUTDOORS IF APPLICABLE. AIR CONDITION (SEE A-1 BELOW): TENANT IS RESPONSIBLE FOR ALL PLUMBING ISSUES MAINTAIN, REPAIR AND REPLACE. STOPPAGES IN TENANT'S PREMISES ARE TENANT'S RESPONSIBILITY. (SEE NOTE BELOW) ON ELECTRICAL ISSUES, TENANT MAINTAINS, REPAIR, REPLACE, TENANT MUST PROVIDE THEIR OWN SECURITY SYSTEM AND MAINTAIN, REPAIR AND REPLACE IF NEEDED. TENANT IS RESPONSIBLE FOR ALL NEEDED GLASS REPLACEMENT INCLUDING THE TWO LARGE SHOW WINDOWS. IF APPLICABLE, TENANT IS RESPONSIBLE FOR INSTALLATION OF SIGNS AND CERTAIN SIGNS REQUIRE APPROVAL BY THE TOWNSHIP AND MUST BE REVIEWED ALSO WITH LANDLORD.

NOTE: A PLUMBING ISSUE; THERE HAS NEVER BEEN A TOTAL PLUMBING STOPPAGE IN THIS BUILDING BUT IF IT SHOULD OCCUR EVERY TENANT MUST PAY A PROPORTIONATE SHARE OF THE TOTAL EXPENSE.

NOTE: (A-1) AIR CONDITION ---THREE YEAR AGO, AIR CONDITION FINS DAMAGED BY HAIL UNNOTICED AT THAT TIME BUT AC HAS OPERATED WITH NO PROBLEMS. AS A PRECAUTION I WILL, AS THE WARMER WEATHER APPROACHES, I WILL HAVE THE AIR CONDITIONER SERVICED AND AND ACT ACCORDINGLY ON THIS MATTER.

35---DELIVERY VEHICLES-OWED OR NON OWED.

TENANT PROMISES AND AGREES IF IN THE COURSE OF THEIR BUSINESS IF THEY WILL BE USING DELIVERY TO THEIR PREMISES; TENANT IS REQUIRED TO USE THE BACK MACADAN LOT AND BACK STEEL DOOR FOR LOADING AND UNLOADING. A DELIVERY MADE BY TENANT OR A VENDOR, DRIVER SHOULD POSITION THE VEHICLE IN THE MIDDLE OF THE BACK MACADAN LOT BY THE SIDE OF YOUR BACK DOOR AND LOAD OR UNLOADS, IN OR OUT OF THE BACK DOOR. IN ADDITION TENANT PROMISES AND AGREES TO INDEMNIFY AND RELIEVE AND HEREBY INDEMNIFIES AND RELIEVES LANDLORD FROM ANY EXPENSE BY REASON OF ANY LOSS, DAMAGE, OR INJURY, TO ANY PERSON OR PROPERTY AND FROM ALL LIABILITY AND EXPENSE BY REASON OF ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY WHICH MAY ARISE FROM ANY CAUSE WHATSOEVER, FROM TENANT'S & OWED OR NON-OWNED VEHICLE AND USE OF THE BACK MACADAN LOT FOR ANY REASON.

36---SNOW REMOVAL SERVICES:

LANDLORD HIRES A SNOW REMOVAL CONTRACTOR THAT WILL TAKE CARE OF MACADAM PARKING LOT AND SIDEWALK. THIS IS PRO-RATED AMONG ALL TENANTS. TENANT'S RATE IS SIXTEEN PER CENT (16%). IF SIDEWALK ICES OR SNOWFALL OCCURS BEFORE SNOW REMOVAL CONTRACTOR COMES; THEN TENANT SHOULD CARE FOR SIDEWALK, IF NEEDED OCCURS.

37---SEVERABILITY
NO TERM IN THIS AGREEMENT SHALL BE CONSTRUED SO AS TO BE UNLAWFUL AND ANY TERM WHICH IS CAPABLE OF SUCH INTERPRETATION SHALL BE DEEMED AMENDED IN SUCH A MANNER AS TO MAKE IT LAWFUL AND ENFORCEABLE; INTEREST RATES, LATE CHARGES, ETC. SHALL NOT BE INTERPRETED TO MEAN THAT INTEREST IS IN EXCESS OF THE LEGAL LIMITS I SHALL BE COLLECTED IF A PROVISION OF THIS LEASE AGREEMENT IS HELD UNLAWFUL INVALID OR UNENFORCEABLE; IT IS HEREBY AGREED THAT A VALID PROVISIONS THAT ARE SEVERABLE FROM SUCH PROVISIONS --REMAIN IN EFFECT, IF A TERM OR CONDITION IN THIS AGREEMENT IS HELD INVALID IN ONE OR MORE OF ITS APPLICATIONS, THEN THE TERM OR CONDITION REMAINS IN EFFECT IN ALL VALID APPLYCTINS

38---COMMON AREA

LANDLORD SHALL THE RIGHT TO CONTROL AND HAVE DOMINION OVER THE FLAT ROOF, PENT ROOF, PARAPET WALL, EXTERIOR WALLS, DRIVEWAYS, PARKING AREAS AND AREAS ON THE MACADAM, GRASSY AREAS, FOUNDATION, TOGETHER “COMMON AREAS” LANDLORD SHALL IN ALL CASES HAVE THE RIGHT TO CONTROL AND PREVENT ACCESS THERE TO ALL PERSONS WHOSE PRESENCE, IN THE JUDGMENT OF LESSOR SHALL BE "PREJUDICIAL TO THE SAFETY, CHARACTER, REPUTATION AND INTEREST OF THE PREMISES AND ITS LESSEES.

39- INDEMINITY,

TENANT AND GUARANTORS HEREBY RELIEVES AND INDEMNIFIES LANDLORD FROM ALL LIABILITY AND EXPENSE BY REASON OF ANY LOSS, DEATH, OR INJURY TO TENANT OR ANY OTHER PERSONS THAT MAY ARISE FROM ANY CAUSE WHATSOEVER ON TENANT'S DEMISED PREMISES OR LANDLORD'S PROPERTY OR MISCONDUCT BY TENANT OR ANY OTHER PERSON ASSOCIATED WITH TENANT'S MISCONDUCT OR PERFORMANCE WHILE CONDUCTING BUSINESS WITHIN THE LANDLORD PREMISES AND PROPERTY. IN ADDITION, BACKCROSS PHARMA, LLC. LEO CARLIN, MANAGING MEMBER AND GUARANTORS FAITHFULLY PROMISES AND AGREES THEY WILL UPHOLD FAITHFULLY ALL THE NEWLY COMMONWEALTH OF PENNSYLVANIA LAWS ON THE DISPENSING OF LEGAL PRESCRIPTION MEDICAL MARIJUANA IN A PHARMACY SETTING AT 3 NORTH FIVE POINTS ROAD, WEST CHESTER, PA., 19380 AND AS SUCH INDEMNIFIES AND RELIEVES LANDLORD FROM ALL LIABILITY.

40---DAMAGES FOR BREACH:

IN ADDITION TO SECTION 6 IN LEASE 50 ALL, DAMAGES, COSTS, AND EXPENSES INCLUDING ATTORNEY'S FEES, AT A RATE OF $300.00 (THREE HUNDRED) AN HOUR MAY SUFFER OR INCUR BY REASON OF ANY DEFAULT OF TENANT OR FAILURE ON TENANTS PART TO COMPLY WITH ANY TERM OR COVENANT OF THIS LEASE 50 AND ADDENDUM OR BY FAILURE OR NEGLECT OF TENANT'S EMPLOYEES, AGENTS, OR INVITEES, TO COMPLY WITH ANY TERM OR COVENANT. IN THE LEASED PREMISES. IN ADDITION, ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY LESSOR IN AN EFFORT TO ENFORCE THE TERMS OF THIS LEASE INCLUDING BUT NOT LIMITED TO LITIGATION, ATTORNEY FEES (AT 300 DOLLARS A HOUR) WILL ALSO BE SUBJET TO LATE CHARGES.
40: SECURITY DEPOSIT THREE THOUSAND DOLLARS:

AT THE SIGNING OF THIS LEASE TENANT SHALL PRESENT LANDLORD WITH A CERTIFIED BANK CHECK OF THIS AMOUNT MADE OUT TO GLORIA TERRANOVA, LANDLORD.

41--LEASE COMMENCEMENT CONDITIONAL:

(A) LESSOR OR LANDLORD, GLORIA TERRANOVA, AND LESSEE OR TENANT BACKCROSS PHARMA, A COMMONWEALTH OF PENNSYLVANIA LLC., MANAGER, LEO CARLIN, AND GUARANTORS: LEO CARLIN, THOMAS WILKINSON, MICHAEL T. SMALE, AND RICHARD HODGE AGREE THAT THIS LEASE AGREEMENT IS SUBJECT TO THE TENANT/LESSEE RECEIVING FROM THE PENNSYLVANIA DEPARTMENT OF HEALTH, A LICENSE TO OPERATE A LEGAL PRESCRIPTION MEDICAL MARIJUANA DISPENSARY IN THE COMMONWEALTH OF PENNSYLVANIA AT 3 NORTH FIVE POINT ROAD, WEST CHESTER, PENNSYLVANIA. SHOULD THE TENANT NOT RECEIVE SAID LICENSE THIS LEASE SHALL BECOME NULL AND VOID.

(B) IN RETURN FOR NOT RECEIVING THE PENNSYLVANIA HEALTH DEPARTMENT LICENSE THIS LEASE BECOMES NULL AND VOID. THEN, THE SECURITY DEPOSIT OF THREE THOUSAND DOLLARS, SHALL BE NON REFUNDABLE TO TENANT.

© TENANT MUST ALSO RECEIVE AN OCCUPATIONAL PERMIT FROM FROM THE ZONING BOARD OF WEST GOSHEN TOWNSHIP. IF UNABLE, THIS LEASE BECOMES NULL AND VOID.

(D) IF TENANT ACHIEVES HIS GOAL, THE THREE THOUSAND WILL BE A PART PAYMENT TO THE SECURITY DEPOSIT OF FIVE THOUSAND ONE HUNDRED DOLLARS REQUIRED IN THE LEASE AS THE SECURITY DEPOSIT TOWARDS THE LEASE AGREEMENT. TENANT WILL PRODUCE AN ADDITIONAL TWENTY ONE HUNDRED DOLLARS FOR THE REMAINING MONIES NEEDED IN THE SECURITY DEPOSIT FOR A BONA FIDE LEASE AGREEMENT.

(E) IT IS UNDERSTOOD, THAT IF PENNSYLVANIA NEWLY ENACTED LEGAL LAW MEDICAL MARIJUANA AFFECTS LANDLORD'S INSURANCE STATUS OR ANY OTHER UNFORESEEN PROBLEM THAT DID NOT EXIST AND IS RELATED TO THE LEGAL LAW; MARIJUANA LANDLORD HAS THE OPTION TO WITHDRAW. UPON RECEIVING THE LICENSE TO OPERATE THE LEGAL PRESCRIPTION MEDICAL MARIJUANA DISPENSARY IN THE STATE OF THE COMMONWEALTH OF PENNSYLVANIA.

END OF ADDENDUM:

IWITNESS AND NOTARIZATION OF ADDENDUM:

N WITNESS, WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENT SET THIS DAY _ELEVENTH OF MARCH_, IN THE YEAR TWO THOUSAND SEVENTEEN (2017), INTENDING TO BE LEGALLY BOUND HEREBY: (SIGNATURES ON NEXT PAGE)
A. The term of this Lease shall be for ___ 5 (Five Years)___, plus that part of a month from the commencement date of the term to the first day of the first calendar month in the term.

B. The period commencing on the day the tenancy begins and ending on the last day of the twelfth month next succeeding the commencement of the term of this Lease shall constitute the first Lease year as used herein and each successive period of twelve months shall constitute a Lease year.

3. COMMENCEMENT:

The term of this Lease and all rental conditions hereunder shall commence on ___July 1, 2017___ or at the time tenant is notified that they have been awarded a license to open a medical marijuana retail dispensary store, whichever occurs first. If, prior to July 1, 2017 the Tenant does not receive the license to operate the dispensary, then the Tenant forfeits the Security Deposit and the first month’s rent shall be returned to the Tenant.

Within five days of signing this Lease, Tenant shall apply for the necessary zoning approval and a Use and Occupancy Permit from the Township. Tenant has until April 30, 2017 to obtain a Use & Occupancy Permit and zoning approval for the operation of a medical marijuana retail dispensary store. Tenant shall make a good faith effort and use their best effort in obtaining both a Use and Occupancy Permit and zoning approval. If Tenant fails to receive a Use and Occupancy Permit and zoning approval for a medical marijuana retail dispensary store by April 30, 2017, Tenant may cancel this Lease and receive a full refund of all monies paid to Landlord towards a Security Deposit and the first month’s rent. Should Tenant receive approval for a Use and Occupancy Permit and zoning approval by April 30, 2017 or elect to proceed forward after that date without having first obtained such permits and approvals this condition shall be waived and Tenant will not be entitled to a reimbursement of the Security Deposit. Should Tenant not receive a Use and Occupancy Permit and/or zoning approval for a medical marijuana retail dispensary store, Tenant’s failure to notify Landlord that they are terminating the Lease for failure to obtain a Use and Occupancy Permit and zoning approval, or silence on the issue, by April 30, 2017 will be deemed a waiver of this contingency clause and result of a forfeiture of the Security Deposit should Tenant not receive a Use and Occupancy Permit or zoning approval.

4. RENT:

A. The Tenant shall pay rent without deduction or demand, payable in advance, in equal monthly installments on the first day of each and every month during the said term at the office of PLAZA ONE, L.P., 875 NORTH EASTON ROAD, SUITE 7, DOYLESTOWN, PA 18902, or at such other place as the Landlord may designate in writing. Rent checks are to be made payable to PLAZA ONE, L.P. or such other person, firm or corporation as the Landlord may designate in writing.

B. The rent schedule shall be:

C. DOH REDACTED

DOH REDACTED
D. Tenant shall pay a "late charge" of ten percent (10%) each month on a cumulative basis for any installment of rent or any such charge as may be considered additional rental under this Lease when paid more than ten (10) days after the due date. Tenant will pay $50.00 for any checks returned by the bank.

5. ADDITIONAL RENT AND COMMON COSTS

A. Damages for Default: Tenant agrees to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Tenant to comply with all of the covenants of this Lease and any and all damages, costs and expenses which the Landlord may suffer or incur by reason of any default of the Tenant or failure on his part to comply with the covenants of this Lease, and each of them, and also any and all damages to the Demised Premises caused by any act or neglect of the Tenant.

B. Taxes and Insurance: Tenant shall pay as additional rent its proportionate share of increases in real estate taxes assessed and its proportionate share of increases in the property insurance.

C. Utilities: Tenant shall be responsible for, agrees to contract with, and promptly pay all charges for electricity, telephone, trash, and any other utilities or other services rendered, used or consumed in the Demised Premises by Tenant not provided by Landlord, and service inspections made thereof. Tenant also accepts the responsibility for the connection and disconnection of these utilities and the maintenance thereof, in the event maintenance is required as a result of Tenant's use, misuse, or abuse. Tenant agrees to contact all appropriate utility companies to transfer all metering into Tenant's name as of the commencement date of this Lease. Tenant agrees to be responsible for all costs, including, but not limited to, service charges related to transferring of utility accounts into Tenant's name and the cost of utilities from the commencement date of this Lease. Charges for said herein mentioned utility consumption shall emanate either from the utility company if there is a meter to measure Tenant's use of any such utility, or, if not, Landlord shall pay the utility company bills and charges would be paid by the Tenant to the Landlord for said utility consumption based on the proportionate share of space occupied by Tenant as compared to the total space within the building of which the Demised Premises is a part. Tenant shall pay all such amounts after receipt by Tenant of copies of bills and other reasonable verification of the amounts of such bills.

When the outside temperature reaches the freezing point of water (0 degrees C or 32 degrees F) or below, the thermostat shall be set at 50 degrees F or higher, to prevent frozen pipes and/or damage to the HVAC units.

D. Trash Removal: Tenant will use the trash compactor on the property of which the Demised Premises is a part for its trash removal. The present cost for use of the trash compactor will be determined by Landlord's trash hauler. Tenant agrees to contract with and pay their monthly trash charges directly to Landlord's trash hauler.

E. Common Area Maintenance: During the tenancy of this Lease, any renewals, extensions, or expansions thereof, Tenant shall be responsible for its proportionate share of the increases in: the cost of the property operating expenses and repairs, including but not limited to, the maintenance of sidewalks, outside lighting, snow removal, landscaping and cleaning of debris, over the actual expenses incurred for the calendar year 2017. The cost shall be estimated by the Landlord, prorated to amount of space leased by the Tenant, and shall be paid by the Tenant annually. Tenant shall pay the amount of the shortfall within thirty (30) days after receipt of the bill from Landlord or Landlord's agent.

6. SECURITY DEPOSIT:

The Landlord hereby acknowledges the receipt from Tenant of which shall be retained by the Landlord as security for the faithful performance of all the covenants, conditions, and agreements of this Lease but in no event shall the Landlord be obligated to apply the same on rents or other charges in arrears or on damages for the Tenant's failure to perform the said covenants, conditions, and agreements; the Landlord may apply the said security at its option; and the Landlord's right to the possession of the Demised Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this Lease is to be returned to the Tenant when this Lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the Demised Premises and delivered possession to the Landlord.

The additional terms and conditions of the Security Deposit shall also be governed under section 3 above.

In the event that the Landlord repossesses the Demised Premises, because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the said security on all damages suffered to the date of said repossess and may retain the said security to apply on such damages as may be suffered or which accrue thereafter by reason of the Tenant's default or breach.

If Landlord applies any part of the security deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full security deposit on hand at all times during the term of this Lease.

Landlord in the event that the Demised Premises are sold, shall transfer and deliver the security deposit, as such, to the purchaser of the Demised Premises and shall notify Tenant thereof, and thereupon Landlord shall be discharged from any further liability in reference thereto. Tenant shall not be entitled to any interest on the security deposit.

7. NO SMOKING BUILDING:

The building in which the Demised Premises is a part is a non-smoking building and Tenant agrees that neither Tenant, his employees, guests or clients will be allowed to smoke in the Demised Premises.

8. CARE AND OPERATION OF DEMISED PREMISES:

A. The Demised Premises, including Tenant's windows and signs, shall be kept neat, clean and in good repair and order by
Tenant at Tenant's expense. Tenant shall store all tenant's trash, garbage, and other refuse in suitable receptacles within the Demised Premises and shall be responsible for the removal and disposition of refuse from the Demised Premises.

B. Tenant shall not cause or permit any unusual or objectionable noises or odors to emanate from the Demised Premises, or permit the playing or making of any music, sound, or advertising matter which can be heard outside of the Demised Premises. Tenant agrees that no noxious fumes or hazardous wastes or chemicals will be emitted from the property in the daily conduct of the Tenant's business.

C. Tenant shall not obstruct, encumber or use for any purposes, other than ingress or egress to and from the Demised Premises, the sidewalks in front of or abutting any part of the Demised Premises or the entrances or vestibules thereof and no selling shall be conducted by Tenant anywhere within the Property outside the Demised Premises unless the same shall be expressly permitted by this Lease.

9. USE:

The Demised Premises shall be used solely for _A Medical Marijuana Retail Dispensary Store_.

10. OPERATION OF TENANT'S BUSINESS:

Upon the commencement of the term of this Lease, Tenant shall proceed with due dispatch and diligence to open for business in the Demised Premises and shall thereafter continuously, actively, and diligently operate its said business in the entire Demised Premises, in a high grade and reputable manner. If the Tenant be in default of this paragraph the Landlord may cancel this Lease.

11. GROSS FLOOR AREA:

For the purpose of this Lease, "gross floor area" shall be deemed to mean within the exterior faces of the exterior walls (except party walls and walls between space occupied by two or more separate occupants, in both of which cases the center of the wall in question shall be used instead of the exterior face thereof) of all floors, without deduction or exclusion for any space occupied by or used for columns or other interior construction or equipment and any common hallway directly behind store area.

12. COMPLIANCE WITH LAWS:

Tenant shall, at its own expense, comply with all laws, orders, ordinances and regulations of State, County and Municipal authorities and with directions of public officers thereunder, respecting all matters of occupancy, condition or maintenance of the Demised Premises. Tenant shall, at its own expense, comply with all orders, ordinances and regulations of Federal authorities. Tenant's obligations remain effective regardless of whether such orders or directions shall be directed to Tenant or Landlord. Tenant shall hold Landlord harmless from costs or expense on account thereof.

13. TENANTS REPAIRS:

Subject to the provisions of this Lease, Tenant shall make and pay the cost of all repairs and maintenance of the Demised Premises; all interior painting; repairs and maintenance of approved signs; and repairs and replacements of all plumbing, floors and floor coverings, lighting, and other fixtures and equipment inside the Demised Premises, and repair and restoration of all plate glass in the Demised Premises.

HVAC Warranty: Landlord will maintain and warrant the HVAC system. The present cost of this is $55.00 per unit per month and is subject to increase/decrease to match Landlord's cost for providing this warranty.

14. SIGNS:

Tenant shall provide an exterior of Demised Premises a sign or signs which shall conform to all zoning codes and of such size, color, design and character and in such location as Landlord shall approve in writing. No other signs, lights, lettering or other forms of inscription or advertising devices shall be displayed on the exterior of the Demised Premises or on the inner or on the outer face of the windows, entrances, or doors, without prior written approval of Landlord. Landlord reserves to itself the exclusive right to the use of the roof of the Demised Premises for all purposes.

15. ALTERATIONS:

A. The Landlord shall have the exclusive right to construct all permanent improvements in the Demised Premises including all drywall, electrical, mechanical, plumbing, lighting and ceiling. With regard to interior decorations including cabinetry, millwork, wall covering, and painting, the Tenant may have the Landlord or some other entity, do such work. Tenant shall bear the cost of any of the previously mentioned interior decorations. If the Tenant uses someone else, the Landlord shall notify the Tenant when the Demised Premises are substantially completed to the extent that the Tenant can perform its work. The Landlord shall not have any liability for any damages to the building or to the Demised Premises as a result of work done for the Tenant by someone other than the Landlord.

B. The Landlord reserves the right to stop any work in progress which is not in compliance with the approved plan and/or all building codes. If, upon completion of such work, Landlord's inspection of the Demised Premises reveals work not done in accordance with the agreed plans and specifications and/or all building codes, Tenant agrees to have the work redone to Landlord's satisfaction. Landlord shall not be responsible for any damages to Tenant, or for lost income to Tenant during any stop work periods.
C. The Tenant shall not make any modifications, alterations, or changes to the Demised Premises during the term of this Lease without giving written notice to the Landlord for its approval. Failure to give such notice shall allow Landlord to cancel this Lease.

D. It is distinctly understood that all alterations, installations, changes, replacements, additions to or improvements, including wall-to-wall carpet, upon the Demised Premises (whether with or without the Landlord's consent), shall at the election of the Landlord remain upon the Demised Premises and be surrendered with the Demised Premises at the expiration of this Lease without disturbance, molestation, or injury. Should the Landlord elect that alterations, installations, changes, replacements, additions to or improvements made by the Tenant upon the Demised Premises be removed upon termination of this Lease or upon termination of any renewal period hereof, the Tenant hereby agrees to cause same to be removed at the Tenant's sole cost and expense and should Tenant fail to remove the same, then and in such event the Landlord may cause same to be removed at the Tenant's expense and the Tenant hereby agrees to reimburse the Landlord for the cost of such removal together with any and all damages which the Landlord may suffer and sustain by reason of the failure of the Tenant to remove the same.

16. INSURANCE, INDEMNITY, MECHANICS' LIEN:

A. Tenant covenants to save harmless, protect and indemnify the Landlord from and against any and all losses, damages, claims, suits or actions, judgments, and costs, which may arise or grow out of any injury to or death of any person or damage to any property, including, but not by way of limitation, Tenant and employees of Tenant and their property which is caused by or connected with the use and possession of the Demised Premises and the equipment therein by Tenant, or by the operation of the business conducted by Tenant on the Demised Premises, including (but not by way of limitation) any such injury, death or damage caused by any defect in or condition of the Demised Premises and the equipment therein, whether latent or patent and whether now or hereafter existing.

B. For the purpose of assuring performance of the provisions of the above paragraph, Tenant agrees that at all times during the Term of this Lease, Tenant shall pay all premiums for and maintain in effect with a responsible company or companies licensed in the Commonwealth of Pennsylvania, acceptable to Landlord, policies of insurance (in a form acceptable to Landlord for the benefit of Landlord, Landlord's agent, mortgagee and Tenant, as their interests may appear) as follows, and such other types of insurance, including business interruption insurance, and such additional amounts of insurance as, in Landlord's judgment, are necessitated by good business practice. Such insurance shall also cover:

1. Tenant's trade fixtures, furnishings, equipment, betterments and household improvements whether provided by Tenant or existing at the time Tenant took possession, inventory and other installations of Tenant, providing protection to the extent of not less than replacement value of the same against all casualties included under standard insurance industry practices within the classification A Fire Extended Coverage, Vandalism and Malicious Mischief.* For the purpose of this Section, household improvements shall include all improvements to the Demised Premises excepting the roof, floors and exterior walls.

2. The plate glass in the Demised Premises.

3. Broad form comprehensive public liability insurance in companies acceptable to Landlord and naming as additional insured Landlord and Landlord's Managing Agent, with minimum limits of liability as follows, to cover on account of bodily injuries to or death of one or more persons as a result of any one accident or disaster, and any partial or complete loss or damage to property,

Landlord shall have the right from time to time, on not less than thirty (30) days' notice, to require Tenant to reasonably increase the amount and/or type of coverage required to be maintained under this Lease. If the nature of Tenant's operation is such as to place any or all of its employees under the coverage of local Worker's Compensation or similar statutes, Tenant shall also keep in force, at its own expense, Worker's Compensation or similar insurance affording statutory coverage and containing statutory limits.

C. Tenant will furnish to Landlord, at the time of signing of this Lease, copies of policies or certificates of insurance evidencing coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving thirty (30) days' prior written notice thereof to Landlord.

D. In the event the Demised Premises or its contents are damaged or destroyed by fire or other insured casualty, (i) Tenant, to the extent of the coverage of Tenant's policies of insurance, hereby waives its rights, if any, against Landlord with respect to such damage or destruction, even if such fire or other casualty shall have been caused, in whole or in part, by the negligence of Landlord, its agents, servants, or employees; provided, however, such waivers of subrogation shall be effective only with respect to losses or damage occurring during such time as Landlord's or Tenant's policies of insurance (as the case may be) shall contain a clause or endorsement providing in substance that the aforegoing waiver of subrogation shall not prejudice the type and amount of coverage under such policies or the right to Landlord or Tenant (as the case may be) to recover thereunder. If, at any time, Landlord's or Tenant's insurance carrier refuses to write insurance which contains a consent to the foregoing waiver of subrogation, Landlord or Tenant, as the case may be, shall notify the other party thereof in writing and upon the giving of such notice, the provisions of this Section shall be null and void as to any casualty which occurs after such notice. If Landlord's or Tenant's insurance carrier shall make a charge for the incorporation of the aforesaid waiver of subrogation in its policies, then the party requesting the waiver shall promptly pay such charge to the other party, upon demand. In the event the party requesting the waiver fails to pay such charge upon demand, the other party shall be released of its obligations to supply such waiver.

E. Any insurance required of Tenant under this Lease may be furnished by Tenant under a blanket policy carried by it. Such blanket policy shall contain an endorsement that names Landlord, Landlord's agent, mortgagee and Tenant as additional insureds; references the Demised Premises; and guarantees a minimum limit available for the Demised Premises equal to
the insurance amounts required in this Lease.

F. Each policy evidencing the insurance to be carried by Tenant under this Lease shall contain a clause that such policy and coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance.

G. In the event any mechanic's lien shall be filed against the Demised Premises for work claimed to have been done for, or for materials claimed to have been furnished to Tenant, Tenant shall cause same to be discharged within twenty (20) days after filing by bonding as required by law or in any other lawful manner.

17. PROPERTY LOSS OR DAMAGE:

Landlord or Landlord's agents shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain, or snow or ice, which may leak from any part of the building of which the Demised Premises form a part or from the pipes, appliances or plumbing works of the same or from the street or sub-surface or from any other place, or from dampness or from any cause whatsoever, unless caused by or due to the willful or negligent act or omission of Landlord, Landlord's agents, servants or employees; nor shall Landlord or Landlord's agents be liable for any such damage caused by other tenants or persons in the Property or for damage caused by operations in construction of any public or quasi-public works.

18. FIRE INSURANCE:

Tenant shall not do or permit to be done any act or thing upon the Demised Premises which will invalidate or be in conflict with fire insurance policies covering the Demised Premises, or any part thereof or fixtures, and property therein, and shall comply with all rules, order, regulations or requirements of the Board of Fire Underwriters or any other similar body having jurisdiction, and shall not do, or permit anything to be done, in or upon the Demised Premises, or bring or keep anything therein, which shall increase the rate of fire insurance on the Demised Premises or on property located therein.

19. DESTRUCTION BY FIRE:

If the Demised Premises forming a part of the Property shall be damaged by fire, or other insured casualty but shall not thereby be rendered untenable in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenable only in part, Landlord shall promptly at its own expense cause the damage to be repaired and the rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenable. Landlord shall promptly at its own expense cause such damage to be repaired, and in such event the Demised Premises shall have been rendered wholly untenable, the rent meanwhile shall be abated in whole; provided, however, that in the event that such damage or destruction occurs during the last five (5) years of the original or any extended term of this Lease, Landlord shall have the option in lieu of restoring or rebuilding the Demised Premises, to terminate this Lease by written notice to the Tenant given within sixty (60) days after such casualty, whereupon all accruals of rent shall abate as of the date of such casualty. If the Demised Premises remains damaged and unrepaired by Landlord for more than 1 year, Tenant shall have the option to terminate said Lease and shall have no further obligation to pay rent beyond the 12 month anniversary of the damage to the Demised Premises.

20. CONDEMNATION:

A. If the whole of the Demised Premises shall be taken or condemned by any competent authority for public or quasi-public use or purpose, or if more than 25% of the floor area of the Demised Premises shall be so taken and either party shall elect, by giving notice to the other, not more than sixty (60) days after the due date on which title shall vest in such authority, to terminate this Lease, then, in the event of such termination, the term of this Lease shall cease and terminate as of the said date of title vesting. In case of any taking or condemnation, whether or not the term of this Lease shall cease and terminate, the entire award shall be the property of Landlord, and Tenant hereby assigns to Landlord all its right, title and interest in and to any such award. Tenant, however, shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for fixtures and other equipment installed by it but only if such awards shall be made by the condemnation court in addition to the award made by it for the land and Demised Premises or part thereof so taken.

B. The current minimum rent and additional rent (except percentage rent) accruing subsequent to any taking or condemnation, shall be apportioned as of the date of vesting of title, and, if the term of this Lease shall have ceased and have been terminated as of said date, Tenant shall be entitled to a pro rata reduction in the annual minimum rent payable hereunder based in the proportion which the gross floor area in the space taken bears to the entire gross floor area of the Demised Premises immediately prior to such taking.

C. No taking of any parking space or any of the "common areas" under the power of eminent domain shall give Tenant any right to terminate the Lease, nor to any rent adjustment.

21. COMMON AREAS:

A. Landlord hereby grants to Tenant a non-exclusive right to use
   1. the parking areas which shall be provided by Landlord for the accommodation and parking of vehicles of Tenant, their respective officers, agents, employees, and customers,
   2. the public conveniences, if any, in the building
   3. all other areas in the building to be used in common by tenants of the building, public conveniences and other common areas being hereafter collectively referred to as "common areas".

B. Landlord reserves the right to make changes, additions, alterations or improvements in or to such common areas, provided,
however that there shall thereby be caused no unreasonable obstruction of Tenant's right of access to the Demised Premises, or any unreasonable interference with Tenant's use of the Demised Premises, or any reduction in the minimum required size of such common areas.

C. Tenant will at its expense, keep the areas immediately in front of its doors free of debris, snow, ice, et cetera.

22. RULES AND REGULATIONS:

A. Tenant, and its servants, employees, agents, licensees and concessionaires shall observe faithfully and comply with such reasonable rules and regulations governing the use of the common areas as Landlord may from time to time adopt. The Landlord reserves the right from time to time to make reasonable changes in such rules and regulations and to make reasonable changes, additions, alterations or improvements in or to such common areas. Unless required by a regulatory agency or due to an emergency, Landlord will notify Tenant of any changes to the rules and regulations.

B. No pets are allowed in the Demised Premises.

23. LANDLORD'S RIGHT TO ENTER:

A. Landlord or Landlord's agents shall have the right to enter upon the Demised Premises at all reasonable times to examine same and to make such decorations, repairs, alterations, improvements or additions in the Demised Premises as may be required.

B. Landlord or Landlord's agents shall also have the right to enter upon the Demised Premises at reasonable times to show them to prospective purchasers or Tenants of the Demised Premises, and during ninety (90) days prior to the expiration of the term of this Lease, Landlord may show the Demised Premises to prospective tenants and post the same with "for sale" of "for rent" signs.

24. SUBORDINATION:

This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Landlord is in control of the Demised Premises, to the rights of the owner or owners of the Demised Premises and of the land or buildings of which the Demised Premises are a part, to all rights of the Landlord's landlord and to any and all mortgages and other encumbrances now and hereafter placed upon the Demised Premises or upon the land and/or the buildings containing the same; and Tenant expressly agrees that if Landlord's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this Lease shall thereupon immediately terminate and the Tenant shall, thereupon give immediate possession; and Tenant hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

25. FINANCING:

In the event that a proposed lender shall require modification of the terms of this Lease as a condition to granting a loan for construction or permanent financing, within fifteen (15) days after receipt of written notice of the exact language of such modification, Tenant shall execute whatever document containing such modifications as required by such lender provided that the terms and conditions as modified do not materially alter the terms of this Lease.

26. INSOLVENCY OF TENANT:

A. IF, AT ANY TIME AFTER THE EXECUTION AND DELIVERY OF THIS LEASE AND BEFORE THE COMMENCEMENT OF THE TERM, TENANT SHALL FILE IN ANY COURT, PURSUANT TO ANY STATUTE, EITHER OF THE UNITED STATES OR OF ANY STATE, HAVING JURISDICTION, A PETITION IN BANKRUPTCY OR INSOLVENCY OR FOR REORGANIZATION OR ARRANGEMENT OR IF ANY SUCH PETITION SHALL BE FILED AGAINST TENANT OR IF TENANT SHALL MAKE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR A RECEIVER OR TRUSTEE OF ALL OR ANY PORTION OF TENANT'S PROPERTY SHALL BE APPOINTED AND SUCH PROCEEDING SHALL NOT BE DISMISSED OR TRUSTEESHIP DISCONTINUED, AS THE CASE MAY BE, WITHIN THIRTY (30) DAYS AFTER SUCH APPOINTMENT, THIS LEASE SHALL, AT OPTION OF LANDLORD BE CANCELED AND TERMINATED.

27. ACTS OF DEFAULT:

A. IF, AFTER THE COMMENCEMENT OF THE TERM OF THIS LEASE, TENANT SHALL BE ADJUDICATED BANKRUPT OR ADJUDGED TO BE INSOLVENT, A RECEIVER OR TRUSTEE SHALL BE APPOINTED FOR TENANT'S PROPERTY AND AFFAIRS, TENANT SHALL MAKE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR SHALL FILE A PETITION IN BANKRUPTCY OR INSOLVENCY OR FOR REORGANIZATION OR ARRANGEMENT OR SHALL MAKE APPLICATION FOR THE APPOINTMENT OF A RECEIVER OR IF ANY EXECUTION OR ATTACHMENT SHALL BE ISSUED AGAINST TENANT OR ANY OF TENANT'S PROPERTY WHEREUPON THE DEMISED PREMISES SHALL BE TAKEN OR OCCUPIED OR ATTEMPTED TO BE TAKEN OR OCCUPIED BY SOMEONE OTHER THAN TENANT AND SUCH EXECUTION OR ATTACHMENT OR APPOINTMENT OF RECEIVER OR TRUSTEE SHALL NOT BE SET ASIDE, VACATED, DISCHARGED OR BONDED WITHIN TWENTY (20) DAYS AFTER THE ISSUANCE OF THE SAME, THIS LEASE, AT THE OPTION OF LANDLORD, MAY BE CANCELED AND TERMINATED. IF THIS LEASE SHALL BE SO CANCELED AND TERMINATED, NEITHER TENANT NOR ANY PERSON CLAIMING THROUGH OR UNDER TENANT BY VIRTUE OF ANY STATUTE OR ORDER OF ANY COURT SHALL BE ENTITLED TO POSSESSION OR TO REMAIN IN POSSESSION OF THE DEMISED PREMISES AND LANDLORD IN ADDITION TO OTHER RIGHTS AND REMEDIES OF
LANDLORD BY VIRTUE OF ANY OTHER PROVISIONS OF THIS LEASE OR OF ANY STATUTE OR RULE OF LAW, MAY RETAIN AS LIQUIDATED DAMAGES ANY RENT, SECURITY, DEPOSIT OR MONEYS RECEIVED BY IT FROM TENANT OR FROM OTHERS ON BEHALF OF TENANT.

B. RIGHT TO RE-ENTER:
IN THE EVENT OF (I) ANY FAILURE OF TENANT TO PAY BASIC RENT, ADDITIONAL RENT OR OTHER CHARGES DUE HEREVER, WHEN DUE, OR (II) ANY FAILURE OF TENANT TO PERFORM ANY OTHER OF THE TERMS, CONDITIONS OR COVENANTS OF THIS LEASE TO BE OBSERVED OR PERFORMED BY TENANT, OR (III) TENANT'S FAILURE TO MOVE INTO THE DEMISED PREMISES AND TO COMMENCE THE CONDUCT OF ITS BUSINESS ON THE COMENCEMENT DATE SPECIFIED, OR (IV) TENANT'S FAILURE TO CONTINUOUSLY OPERATE ITS BUSINESS UNDER THIS LEASE OR FOR THE USE SPECIFIED UNDER THIS LEASE, OR (V) TENANT'S ABANDONMENT OF THE DEMISED PREMISES, OR PERMITTING THIS LEASE TO BE TAKEN UNDER ANY WRIT OF EXECUTION, OR (VI) IF THE REAL OR PERSONAL PROPERTY OF THE TENANT SHALL BE LEVIED UPON OR BE SOLD OR THE MAJORITY INTEREST OF THE OUTSTANDING SHARES OF THE TENANT'S COMPANY ARE SOLD, THEN IN ANY SUCH EVENT, LANDLORD, BESIDES OTHER RIGHTS OR REMEDIES IT MAY HAVE, SHALL HAVE THE RIGHT BY TEN (10) DAYS NOTICE TO DECLARE THIS LEASE TERMINATED AND THE TERM ENDED (IN WHICH EVENT, UPON EXPIRATION OF SUCH TEN (10) DAY PERIOD, THIS LEASE AND THE TERM HEREOF SHALL EXPIRE, CEASE AND TERMINATE WITH THE SAME FORCE AND EFFECT AS THOUGH THE DATE SET FORTH IN SAID NOTICE OR THE DATE ORIGINALLY SET FORTH HEREFOR AND FIXED FOR THE EXPIRATION OF THE TERM AND TENANT SHALL VACATE AND SURRENDER THE DEMISED PREMISES BUT SHALL REMAIN LIABLE AS HEREAFTER PROVIDED) AND LANDLORD SHALL HAVE THE RIGHT TO BRING PROCEEDINGS TO RECOVER POSSESSION FROM THE TENANT HOLDINGOVER AND/OR LANDLORD MAY, IN ANY OF SUCH EVENTS, WITHOUT NOTICE, RE-ENTER THE DEMISED PREMISES EITHER BY FORCE OR OTHERWISE, AND DISPENS WITH SUMMARY PROCEEDINGS OR OTHERWISE, TENANT AND THE LEGAL REPRESENTATIVE OF TENANT OR OTHER OCCUPANT OF THE DEMISED PREMISES AND REMOVE THEIR EFFECTS AND HOLD THE DEMISED PREMISES AS IF THIS LEASE HAD NOT BEEN MADE, AND TENANT WAIVES THE SERVICE OF NOTICE OF THE INTENTION TO RE-ENTER OR TO INSTITUTE LEGAL PROCEEDINGS TO THAT END. IF TENANT SHALL BE IN DEFAULT HEREFOR PRIOR TO THE DATE FIXED AS THE COMMENCEMENT OF ANY RENEWAL OR EXTENSION OF THIS LEASE, LANDLORD MAY CANCEL AND TERMINATE SUCH RENEWAL OR EXTENSION AGREEMENT BY WRITTEN NOTICE. IN THE EVENT OF RE-ENTRY BY LANDLORD, LANDLORD MAY REMOVE ALL PERSONS AND PROPERTY FROM THE DEMISED PREMISES AND SUCH PROPERTY MAY BE REMOVED AND STORED IN A PUBLIC WAREHOUSE OR ELSEWHERE AT THE COST OF, AND FOR THE ACCOUNT OF, TENANT, WITHOUT NOTICE OR RESORT TO LEGAL PROCESS AND WITHOUT BEING DEEMED GUILTY OF TRESPASS, OR BECOMING LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY BE OCCASIONED THEREBY. IN THE EVENT TENANT SHALL NOT REMOVE ITS PROPERTY FROM THE DEMISED PREMISES WITHIN TEN (10) DAYS AFTER TENANT HAS VACATED THE DEMISED PREMISES, THEN SUCH PROPERTY SHALL BE DEEMED ABANDONED BY TENANT AND LANDLORD MAY DISPOSSESS THE SAME WITHOUT LIABILITY TO TENANT. ANYTIME THAT TENANT HAS FAILED TO PAY BASIC RENT, ADDITIONAL RENT OR OTHER CHARGES WITHIN TEN (10) DAYS AFTER THE SAME SHAL BE DUE, THEREAFTER LANDLORD SHALL NOT BE OBLIGATED TO ACCEPT ANY PAYMENT FROM TENANT UNLESS SUCH PAYMENT IS MADE IN IMMEDIATELY AVAILABLE FUNDS (E.G., WIRE TRANSFER, BANK 'CASHIER'S CHECK' OR MONEY ORDER).

C. IN THE EVENT OF ANY DEFAULT AS ABOVE SET FORTH, AND AFTER TEN (10) DAYS WRITTEN NOTICE BY LANDLORD TO TENANT OF SAID DEFAULT, LANDLORD, OR ANYONE ACTING ON LANDLORD'S BEHALF, AT LANDLORD'S OPTION:
(1) MAY LET SAID DEMISED PREMISES OR ANY PART OR PARTS THEREOF TO SUCH PERSONS OR ENTITIES AS MAY, IN LANDLORD'S DISCRETION, BE BEST, AND TENANT SHALL BE LIABLE FOR ANY LOSS OF RENT FOR THE BALANCE OF THE THEN CURRENT TERM. ANY SUCH RE-ENTRY OR RE-LETTING BY LANDLORD UNDER THE TERMS HEREOF SHALL BE WITHOUT PREJUDICE TO LANDLORD'S CLAIM FOR ACTUAL DAMAGES, AND SHALL UNDER NO CIRCUMSTANCES, RELEASE TENANT FROM LIABILITY FOR SUCH DAMAGES ARISING OUT OF THE BREACH OF ANY OF THE COVENANTS, TERMS, AND CONDITIONS OF THIS LEASE.
(2) MAY PROCEED AS A SECURED PARTY UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AGAINST THE GOODS IN WHICH LANDLORD HAS BEEN GRANTED A SECURITY INTEREST AND
(3) MAY HAVE AND EXERCISE ANY AND ALL OTHER RIGHTS AND/OR REMEDIES, GRANTED OR ALLOWED LANDLORDS BY ANY EXISTING OR FUTURE STATUTE, ACT OF ASSEMBLY, OR OTHER LAW OF THIS STATE IN CASES WHERE A LANDLORD SEEKS TO ENFORCE RIGHTS ARISING UNDER A LEASE AGREEMENT AGAINST A TENANT WHO HAS DEFAULTED OR OTHERWISE BREACHED THE TERMS OF SUCH LEASE AGREEMENT; SUBJECT, HOWEVER, TO ALL OF THE RIGHTS GRANTED OR CREATED BY ANY SUCH STATUTE, ACT OF ASSEMBLY, OR OTHER LAW OF THIS STATE EXISTING FOR THE PROTECTION AND BENEFIT OF TENANTS; AND
(4) MAY HAVE AND EXERCISE ANY AND ALL OTHER RIGHTS AND REMEDIES CONTAINED IN THIS LEASE AGREEMENT, INCLUDING THE RIGHTS AND REMEDIES PROVIDED BY SECTIONS E AND F HEREOF.
D. TENANT COVENANTS AND AGREES THAT IF THE RENT AND/OR ANY CHARGES RESERVED IN THIS LEASE AS RENT (INCLUDING ALL ACCELERATIONS OF RENT PERMISSIBLE UNDER THE PROVISIONS OF THIS LEASE) SHALL REMAIN UNPAID TEN (10) DAYS AFTER THE SAME IS REQUIRED TO BE PAID, THEN AND IN THAT EVENT, LANDLORD MAY CAUSE JUDGMENT TO BE ENTERED AGAINST TENANT, AND FOR THAT PURPOSE LANDLORD HEREBY AUTHORIZES AND EMPowers LANDLORD OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFEss JUDGMENT AGAINST TENANT AND AGREES THAT LANDLORD MAY COMMENCE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE NO. 2950 ET SEQ. FOR THE RECOVERY FROM TENANT OF ALL RENT HEREUNDER (INCLUDING ALL ACCELERATIONS OF RENT PERMISSIBLE UNDER THE PROVISIONS OF THIS LEASE) AND/OR FOR ALL CHARGES RESERVED HEREUNDER AS RENT, AS WELL AS FOR INTEREST AND COSTS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF FIVE PERCENT (5%) OF THE FULL AMOUNT OF LANDLORD'S CLAIM AGAINST TENANT. NEITHER THE RIGHT TO INSTITUTE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE NO. 2950 ET SEQ. NOR THE AUTHORITY TO CONFESS JUDGMENT GRANTED HEREIN SHALL BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, BUT SUCCESSIVE COMPLAINTS MAY BE FILED AND SUCCESSIVE JUDGMENTS MAY BE ENTERED FOR THE AFORE-DESCRIBED SUMS FIVE DAYS OR MORE AFTER THEY BECOME DUE AS WELL AS AFTER THE EXPIRATION OF THE ORIGINAL TERM AND/OR DURING OR AFTER EXPIRATION OF ANY EXTENSION OR RENEWAL OF THIS LEASE.

E. TENANT COVENANTS AND AGREES THAT IF THIS LEASE SHALL BE TERMINATED (EITHER BECAUSE OF CONDITION BROKEN DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF AND/OR WHEN THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED) THEN, AND IN THAT EVENT, LANDLORD MAY CAUSE A JUDGMENT IN EJECTMENT TO BE ENTERED TO RECOVER POSSESSION OF THE DEMISED PREMISES, AND FOR THAT PURPOSE LANDLORD HEREBY AUTHORIZES AND EMPowers LANDLORD OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT AND TO CONFEss JUDGMENT AGAINST TENANT IN EJECTMENT FOR POSSESSION OF THE HEREIN DEMISED PREMISES, AND AGREES THAT LANDLORD MAY COMMENCE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF PROCEDURE NO. 2970 ET SEQ. FOR ENTRY OF AN ORDER IN EJECTMENT FOR THE POSSESSION OF REAL PROPERTY, AND TENANT FURTHER AGREES THAT A WRIT OF POSSESSION PURSUANT THEREO TO MAY ISSUE FOR THEREWITH, FOR WHICH AUTHORIZATION TO CONFESS JUDGMENT AND FOR THE ISSUANCE OF A WRIT OR WRITS OF POSSESSION PURSUANT THERETO, THIS LEASE, OR A TRUE AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT. TENANT FURTHER COVENANTS AND AGREES, THAT IF FOR ANY REASON WHATSOEVER, AFTER SAID ACTION SHALL HAVE COMMENCED THE ACTION SHALL BE TERMINATED AND THE POSSESSION OF THE DEMISED PREMISES HEREUNDER SHALL REMAIN IN OR RESTORED TO TENANT, LANDLORD LACKS CORRECTLY DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS ABOVE SET FORTH TO COMMENCE SUCCESSIVE ACTIONS FOR POSSESSION OF REAL PROPERTY AND TO CAUSE THE ENTRY OF SUCCESSIVE JUDGMENTS BY CONFESsION IN EJECTMENT FOR POSSESSION OF THE DEMISED PREMISES DEMISED HEREUNDER.

IN ANY PROCEDURE OR ACTION TO ENTER JUDGMENT BY CONFESsION FOR MONEY PURSUANT TO SECTION 25 D HEREOF, OR TO ENTER JUDGMENT BY CONFESsION IN EJECTMENT FOR POSSESSION OF REAL PROPERTY PURSUANT TO SECTION E HEREOF, IF LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT OR AVERMENT OF THE FACTS CONSTITUTING THE DEFAULT OR OCCURRENCE OF THIS CONDITION PRECEDENT, OR EVENT, THE HAPpENING OF WHICH DEFAULT, OCCURRENCE, OR EVENT AUTHORIZES AND EMPowers LANDLORD TO CAUSE THE ENTRY OF JUDGMENT BY CONFESsION, SUCH AFFIDAVIT OR AVERMENT SHALL BE CONCLUSIVE EVIDENCE OF SUCH FACTS, DEFAULTS, OCCURRENCES, CONDITIONS PRECEDENT, OR EVENTS; AND IF A TRUE COPY OF THIS LEASE (AND OF THE TRUTH OF WHICH SUCH AFFIDAVIT OR AVERMENT SHALL BE SUFFICIENT EVIDENCE) BE FILED IN SUCH PROCEDURE OR ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM, OR PRACTICE TO THE CONTRARY NOT WITHSTANDING.

F. TENANT HEREBY RELEASES TO LANDLORD AND TO ANY AND ALL ATTORNEYS WHO MAY APPEAR FOR LANDLORD ALL ERROR IN ANY PROCEDURE OR ACTION TO ENTER JUDGMENT BY CONFESsION BY VIRTUE OF THE WARRANTS OF ATTORNEY CONTAINED IN THIS LEASE, AND ALL LIABILITY THEREOF. TENANT FURTHER AUTHORIZES THE PROTHONOTARY OR ANY CLERK OF ANY COURT OF RECORD TO ISSUE A WRIT OF EXECUTION OR OTHER PROCESS, AND FURTHER AGREES THAT REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION OR OTHER PROCESS. IF PROCEEDINGS SHALL BE COMMENCED TO RECOVER POSSESSION OF THE DEMISED PREMISES EITHER AT THE END OF THE TERM OR SOONER TERMINATION OF THIS LEASE, OR FOR NON-PAYMENT OF RENT OR FOR ANY OTHER REASON, TENANT WAIVES THE RIGHT TO ANY NOTICES TO QUIT AS MAY BE SPECIFIED IN THE LANDLORD AND TENANT ACT OF PENNSYLVANIA, ACT OF APRIL 6, 1951, P.L. 69, AS AMENDED, OR ANY SIMILAR OR SUCCESSOR PROVISION OF LAW, AND
AGREES THAT TEN (10) DAYS NOTICE SHALL BE SUFFICIENT IN ANY CASE WHERE A LONGER PERIOD MAY BE STATUTORILY SPECIFIED.

28. EXPENSES DUE TO TENANT'S DEFAULT:

If Tenant shall default in the performance of any covenant on its part to be performed by virtue of any provisions contained in this Lease, Landlord may, but shall have no obligation to, perform the same for the account of Tenant. If Landlord, at any time, is compelled to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of Tenant to comply with any provision of this Lease, or if Landlord incurs any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs and damages, shall be deemed to be and shall be collectible as rent hereunder and shall be due from Tenant to Landlord on the first day of the month following receipt of invoice therefor from the Landlord.

29. ASSIGNMENT AND SUBLETTING:

Neither Tenant, nor its successors or assigns shall assign, mortgage or encumber this agreement of Lease or sublet or permit the Demised Premises or any part thereof to be used by others without the prior written consent of Landlord in each instance. In the event of any such permitted assignment or subletting, Tenant shall remain liable for the rent and all obligations of this Lease. Sub lease shall be for the same business.

30. HAZARDOUS SUBSTANCES:

Tenant hereby covenants and agrees that Tenant shall:

A. Give written notice to the Landlord of any activity or operation to be conducted by the Tenant, its subtenants, licensees or concessionaires at the Demised Premises which involves the use, handling, generation, treatment, storage or disposal of any hazardous substance or waste. Such written notice shall be delivered to the Landlord at least thirty (30) days prior to the initiation of any such activity or operation and shall contain at least the following:

   (1) a description of such activity or operation;
   (2) a detailed description of how and where such hazardous substances or wastes will be used, handled, generated, treated, stored, disposed, or otherwise managed;
   (3) a good-faith estimate of the maximum quantity of such hazardous substances or wastes that will be present at any one time on the Demised Premises during any calendar month;
   (4) a copy of any permits or licenses obtained by Tenant governing the activity or operation.

B. Comply with all present and future federal, state and local laws, codes, ordinances, regulations and permit and licenses conditions governing the discharge, emission or disposal of any pollutant in, to or from the Demised Premises, other premises or the environment and prescribing methods for storing, handling or otherwise managing hazardous substances and wastes including, but not limited to, the then-current versions of the following statutes, their state analogs, and the regulations implementing them: The Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.); the Clean Water Act (33 U.S.C. 1251 et seq.); the Clean Air Act (42 U.S.C. 7401 et seq.); and the Toxic Substances Control Act (15 U.S.C. 2601 et seq.).

C. Tenant shall obtain all permits, licenses and approvals required under federal, state and local laws, codes, ordinances and regulations. Tenant shall give prompt written notice to the Landlord of any violation of any such law, code, ordinance or regulation by the Tenant, its subtenants, licensees or concessionaires, whether or not a citation or other notice of violation has been issued by a governmental authority, and shall take all steps necessary to remedy such violation.

D. Tenant, upon expiration or termination of this Lease, shall render to Landlord the Demised Premises in clean condition and free from the presence and contamination of any hazardous substances or wastes other than any of the same which were present at the commencement of this Lease. Prior to the expiration, Landlord reserves the right to have an inspection ordered to determine compliance with applicable environmental rules and regulations and the existence of any hazardous substance or hazardous waste. All costs for said testing and inspections, if required by Landlord, shall be at the sole cost and expense of Landlord, if said tests are negative for the presence of contamination of any hazardous substances or waste other than any of the same which were present at the commencement of this Lease. If, however, said tests are positive for the presence of contamination of any hazardous substances or waste, then Tenant will be liable for the cost of said tests and will be responsible for reimbursing Landlord for the costs of same. In the event it is determined that any hazardous substance or hazardous waste have been introduced to the property by Tenant, its agents, employees or invitees, then Tenant agrees to be responsible and pay for all cost associated with clean-up or removal of said hazardous waste or substance. In the event that said clean-up or removal cannot be accomplished by the end of the term of the Lease, then the term shall be automatically extended for such period as it takes to remove or clean up the items found. During this extended term, all terms and conditions of the Lease shall be increased by the sum of ten (10%) percent over the rental in effect immediately prior to the end of the then current term. After removal or clean-up of the items in question, a final report shall be prepared demonstrating that the Demised Premises complies with all applicable environmental rules, regulations and agencies. Said inspection, if required, shall be paid for by Tenant.

E. To the extent permissible by law, Tenant shall accept full responsibility for and protect, defend, indemnify and save harmless Landlord, its officers, agents and employees from and against any and all claims, actions, suits, losses, damages,
liability and expenses of any character including, but not limited to, costs of investigation, remediation, consequential damages, including loss of rent with respect to the Demised Premises or with respect to any other portion of the (Landlord's Premises), fines or penalties, and reasonable legal fees in connection with (but not limited to): loss of life, personal or bodily injury, disease, sickness, mental distress and/or damage to any property (including the loss of use resulting therefrom) or to the environment arising or resulting during or subsequent to the Lease term from or out of any conduct, activity, act, omission or operation involving the use, handling, generation, treatment, storage, disposal, other management or release of any hazardous substance or waste at or from the Demised not caused by Landlord.

31. WAIVER OF SUBROGATION:

Landlord and Tenant hereby agree that all insurance policies which each of them shall carry to insure the Demised Premises and the contents therein against casualty loss, and all liability policies which they shall carry relating to the use and occupancy of the Demised Premises shall contain waivers of the right of subrogation against Landlord and Tenant herein, their heirs, administrators, successors, and assigns.

32. QUIET ENJOYMENT:

Landlord covenants and agrees with Tenant's paying the rent herein reserved, and performing all the covenants and conditions on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the term herein provided without hindrance or molestation by Landlord.

33. EXTRANEOUS WARRANTIES AND REPRESENTATIONS:

Landlord or Landlord's agents have made no representations, warranties or promises with respect to the Property, or the Demised Premises, except as herein expressly set forth. Tenant acknowledges that its rights under this Lease to sell merchandise or render services as specified above are limited to the Demised Premises and that the Tenant has no right to the exclusion of other tenants in the Property to sell merchandise or render services of a similar character except when such exclusive rights are set forth in paragraph 9 hereof.

34. SURRENDER OF DEMISED PREMISES AT EXPIRATION:

Upon the expiration or other termination of the terms of this Lease, or of any renewals or any extensions hereof, Tenant shall quit and surrender to Landlord the Demised Premises broom clean, in good order and condition; ordinary wear and tear, acts of God, fire and other casualty for which Landlord is responsible, excepted. Tenant shall at Tenant's expense, remove all property of Tenant and repair all damage to the Demised Premises caused by such removal and restore the Demised Premises to the condition in which they were prior to the installation of articles so removed.

35. FORCE MAJEURE:

Each party agrees to perform its obligations hereunder at the time and in the manner herein provided but neither party shall be liable for delays resulting directly or indirectly from acts of God, fire, accidents, floods, strikes, war (declared or undeclared), interruptions or delays in transportation or supply, orders, regulations, rules, recommendations, requests, suggestions or interference of any governmental agency whether legal or de facto, and whether or not purporting to act to some regulation, rule or statute, inability to produce or purchase goods, supplies or material, or for any other cause beyond the reasonable control of the party whose duty it is to perform, whether or not of the same class or kind, and whether or not now in existence or hereafter arising, except tenant's monetary obligations contained in this Lease shall not be affected by this paragraph.

36. RECORDING:

In the event this Lease is recorded by the Tenant, the cost of recording (including all stamp, conveyance and other taxes incident thereto) shall be Landlord's expense when such recording is required by law or by the Landlord, or by the lending institution making the first mortgage or deed of trust to secure construction or permanent financing of the improvements to be erected in the Property or any of them; otherwise the same shall be paid in full by the Tenant.

37. PERSONS AFFECTED:

The provisions of this Lease shall bind and benefit the parties hereto and their respective personal representatives, executors, administrators, successors and permitted assigns.

38. NOTICES:

No notice hereunder shall be sufficient, unless in writing, and if to Landlord, sent by registered mail, addressed to it at:
875 North Easton Road, Suite 7, Doylestown, PA 18902
and if to Tenant, either by personal service to the leased Demised Premises, or sent by registered mail addressed to it at:
P.O. Box 179, Coopersburg PA 18036
Either party may change its place of notice by giving notice as provided in this paragraph.

39. TRANSFER OF LANDLORD'S INTEREST

In the event of any transfers of Landlord's interest in the Demised Premises, including a so called sale/leaseback, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, and any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee; and (b) notice of such sale, transfer or lease shall be delivered to Tenant as required by law. Upon the termination of any such Lease in a sale/leaseback transaction
prior to termination of this Lease, the former lessee thereunder shall become and remain liable as Landlord thereunder until a further transfer. Now holder of a mortgage to which this Lease is or may be subordinate, and no lessor under a so-called sale/leaseback, shall be responsible in connection with the security deposited hereunder, unless such mortgagee or lessor shall have actually received the security deposited hereunder.

40. MARGINAL NOTATIONS:

Paragraph captions and marginal notations of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions thereof.

41. TENANT HOLDOVER:

If the Tenant shall with the knowledge and consent of the Landlord, continue to remain in the Demised Premises after the expiration of the term of this Lease, then and in that event, Tenant shall, by virtue of this agreement become a tenant by the month at the rental per month of the monthly installment of rent agreed by the said Tenant to be paid as aforesaid, commencing said monthly tenancy with the first day next after the end of the term above Demised; and said Tenant shall give to the Landlord at least sixty (60) days written notice of any intention to quit said Demised Premises, and Tenant shall be entitled to sixty (60) days written notice to quit said Demised Premises, except in the event of nonpayment of rent in advance or by any other covenant by said Tenant, in which event the said Tenant shall not be entitled to any notice to quit, the usual sixty (60) days notice to quit being hereby expressly waived, provided, however, that in the event that the Tenant shall hold over after the expiration of the term hereby created, and if the Landlord shall desire to regain possession of said Demised Premises promptly at the expiration of the term aforesaid, then at any time prior to the Landlord's acceptance of rent from the Tenant as a monthly Tenant hereunder, the Landlord, at its option may forthwith re-enter and take possession of said Demised Premises without process, or by any legal process in force. The rent during this holdover period shall be 150% of the rent paid during the last month prior to the commencement of the holdover period.

42. CONDITION OF DEMISED PREMISES AT LEASE INCEPTION:

Landlord shall deliver the Demised Premises "as is" condition.

43. SECURITY INTERESTS

Tenant hereby grants to Landlord a security interest in all furniture, fixtures and equipment owned by Tenant or found in the leased Demised Premises, and such shall be security for the rents reserved hereunder and/or subject to any existing or hereafter placed security interests or liens for which Tenant shall execute such Financing Statements or other documents as may be required by Landlord to perfect its security interest hereunder.

44. OPTION TO EXPAND:

If during the term of this Lease or any extension thereon, if Tenant needs additional space and Landlord has space available and rents to Tenant a larger premise, then upon commencement of the Lease for the larger premise, Tenant, at Tenant's option, can cancel this Lease without any penalty, in which case this Lease shall become null and void.

45. COMMISSIONS:

In the event of a Lease extension or renewal, the drafting of a new Lease or upon the Tenant's exercise of an Option or right of first refusal, Tenant shall be responsible for the payment to their agent for any commissions owed. In no event shall Landlord be responsible for the payment of a commission to any agent for the extension or renewal of this Lease or for the drafting of any new or existing Lease for the listed Tenant, their agents or assigns including any subsidiary or parent organizations of the Tenant.

46. AGENCY

It is hereby expressly agreed and understood that Penn's Grant Realty Corporation is acting as "Agent" only and shall not in any event be held liable to the Landlord or Tenant for the fulfillment or non-fulfillment of any of the terms and conditions of this Lease, or for any action or proceedings that may be taken by Landlord against Tenant, or by Tenant against Landlord. It is hereby expressly agreed that Penn's Grant Realty Corp. is the Agent of the Landlord and shall receive a commission payable by the Landlord under a separate agreement.

47. PERSONAL GUARANTY
with Lessee, and in consideration of other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Guarantors agree with Lessor as follows:

1. Guarantors hereby unconditionally guarantee the full and faithful performance and observance by Lessee of each and every agreement, obligation and condition on the part of Lessee to be performed or observed under the Lease in accordance with the provisions thereof governing such performance and observance, and in particular, without limiting the generality of the foregoing, Guarantors will pay all sums of money payable by Lessee under the Lease, including sums constituting minimum rent and additional rent, it being intended that Guarantors' obligation hereunder shall be independent of, and in addition to, Lessee's obligation under the Lease.

2. This guaranty is unconditional and absolute and if, for any reason whatsoever, any sum hereinabove referred to which shall be payable under the Lease by Lessee, or any part thereof, shall not be paid promptly when due, the Guarantors will immediately pay the same to the Lessor pursuant to the provisions of the Lease, together with interest thereon, regardless of any defenses or rights of setoff or counterclaims which Lessee may have or assert, and regardless of whether the Lessor, its successors or assigns, shall have taken any steps to enforce
any rights against Lessee or any other person, corporation or organization, to collect any of said sums, and regardless of any other condition or contingency. The Guarantors also agree to pay Lessor such further amount as shall be sufficient to cover the cost and expense of collecting such sums or of otherwise enforcing this Agreement, including, in any case, reasonable compensation to the attorney for the Lessor for all services rendered in that connection.

3. The Guarantors unconditionally guarantee that Lessee will promptly perform and observe each and every agreement, covenant, term and condition in the Lease to be performed or observed by Lessee, and upon the Lessee's failure to do so, the Guarantors will promptly perform and observe each such agreement, covenant, term or condition, or cause the same promptly to be performed or observed.

4. The obligations, covenants, agreements and duties of the Guarantors under this Agreement shall in no way be affected or impaired by reason of the happening from time to time of any of the following with respect to the Lease or this Agreement, although without notice to or the further consent of the Guarantors.

(a) The waiver by Lessor, its successors or assigns of the performance or observance by Lessee or by the Guarantors of any of the agreements, covenants, terms or conditions contained in the Lease or this Agreement;

(b) The extension in whole or in part, of the time for the payment by Lessee or by the Guarantors of any sums owing or payable under any of such instruments, or of any other sums or obligations under or arising out of or on account of any of such instruments, or the extension or renewal of any such instruments;

(c) Any assignment or subletting of the Leased Premises by Lessee;

(d) The modification or amendment (whether material or otherwise) of any of the obligations of Lessee or the Guarantors as set forth in any of such instruments;

(e) The doing or the omission of any of the acts mentioned in any of the acts mentioned in any of such instruments;

(f) Any failure, omission, delay, or lack on the part of the Lessor, its successors or assigns, to enforce, assert or exercise any right, power or remedy conferred on the Lessor, its successors or assigns, in any of such instruments or any action on the part of the Lessor; its successors or assigns, granting indulgence or extension in any form whatsoever;

(g) The voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other proceeding affecting the Lessee or any of its assets; and
(h) The release of the Lessee or the Guarantors from performance or observance of any agreements, covenants, terms or conditions contained in any of such instrument by operation of law.

5. THE GUARANTORS DO HEREBY AUTHORIZE AND EMPOWER ANY ATTORNEY OF THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA, OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA TO APPEAR FOR THEM IN ANY SUCH COURT AND CONFESSION JUDGMENT AGAINST THE GUARANTORS FOR THE AMOUNT OF GUARANTORS' LIABILITY UNDER THIS GUARANTY TOGETHER WITH THE COSTS OF SUIT AND ATTORNEY’S FEES, TOGETHER WITH INTEREST AT THE RATE OF SIX PERCENT (6%) PER ANNUM FROM AND AFTER THE DATE OF SUCH JUDGMENT UNTIL ACTUAL PAYMENT IS MADE TO LESSOR OF THE FULL AMOUNT DUE IT, AND FOR SO DOING THIS GUARANTY SHALL BE A GOOD AND SUFFICIENT WARRANT. THE GUARANTORS HEREBY WAIVE AND RELEASE ALL BENEFITS THAT MAY ACCRUE TO IT BY VIRTUE OF ANY LAW OR RULE OF COURT RELATING TO A STAY OF EXECUTION OR EXEMPTING ANY PROPERTY FROM LEVY OR SALE UNDER EXECUTION AND ALL RIGHTS OF APPEAL, INQUISTION AND EXTENSION UPON ANY LEVY ON REAL ESTATE, OR PERSONAL PROPERTY TO WHICH THE GUARANTORS MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF ANY STATE OR POSSESSION OF THE UNITED STATES NOW IN FORCE, OR WHICH MAY HEREAFTER BE ENACTED. THE GUARANTORS WAIVE AND RELINQUISH ALL PROCEDURAL ERRORS, DEFECTS AND IMPERFECTIONS IN THE ENTRY OF JUDGMENT OR IN ANY PROCEEDING PERSUADING THERETO. THE AUTHORITY HEREBIN GRANTED TO CONFESSION JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL ALL OBLIGATIONS OF GUARANTORS TO LESSOR HAVE BEEN FULLY DISCHARGED.

6. If Guarantors shall advance any sums to Lessee or its successors or assigns, or if Lessee or its successors or assigns shall be or shall hereafter become indebted to Guarantors, such sums and indebtedness shall be subordinate in all respects to the amounts then and thereafter due and owing to Lessor under the Lease and Lessor under this Guaranty. Nothing herein contained shall be construed to give Guarantors any right of subrogation in and to Lessor's rights under or interest in the Lease until all amounts owing to Lessor under the Lease have been paid in full.

7. The Guarantors hereby waive:
   (a) All notices, including but not limited to (i) notice of acceptance of this Agreement; (ii) notice of presentation, demand for payment or protest;
   (b) All defenses, offsets and counterclaims which Guarantors may at any time have to any action or proceeding of any kind that may be instituted on this guaranty;
   (c) Trial by jury and the right thereof in any action or proceeding of any kind that may be instituted on this Guaranty.
8. Any notice, demand, request or other communication given hereunder or in connection herewith ("Notice") shall be deemed sufficient if in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at said party’s address first set forth above or at such other address as such party may hereafter designate by a Notice given in like fashion.

9. All right and remedies afforded to the Lessor by reason of this Guaranty, the Lease or by law are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other of such rights or remedies. No delay or omission by the Lessor in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any right or remedy hereunder, and no modification or amendment hereof, shall be deemed made by Lessor unless in writing and duly signed by Lessor. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of Lessor, and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof or of any other right or remedy.

10. It is agreed and understood that this Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

11. Guarantors hereby agree to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, as Lessor may elect, as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of or with respect to this Guaranty, expressly waives any right to a jury trial in connection with the enforcement of this Guaranty and any and all objections it may have as to venue in any of said Courts, and irrevocably agrees to service of process by certified mail, return receipt requested, to its address set forth herein or such other address as Guarantors may designate by Notice to Lessor.

12. This Guaranty shall inure to the benefit of, and be enforceable by, Lessor and its successors and assigns, and shall be binding upon, and enforceable against, Guarantors and his or its heirs, executors, administrators, successors and assigns.

13. If a claim is ever made upon Lessor for repayment or recovery of any amount or amounts received by Lessor in payment of the obligations of Lessee to Lessor, and Lessor repays all or part of said amount by reasons of (a) any judgment, decree or order of any court or administrative body having jurisdiction over Lessor or any of its property, or (b) any settlement or compromise of any such claimant (other than Guarantors), then Guarantors agree that they shall be bound by such judgment, decree, order, settlement, or compromise, notwithstanding any revocation hereof or the cancelation of the Lease, and Guarantors shall be
and remain liable to Lessor for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lessor.

14. If any part of this guaranty is adjudged illegal, invalid, unenforceable, amended or modified the remainder shall not be affected thereby.

15. This Agreement may not be modified or amended except by a written agreement duly executed by the Guarantors with the consent in writing thereon of the Lessor.

IN WITNESS WHEREOF, the Guarantors have executed this Agreement under seal, intending to be legally bound the date first above written.
B. UTILITIES

Tenant shall be responsible for payment of all utility services including heat, water, sewer, electricity, air conditioning and gas (if applicable).

C. TAXES AND COMMON AREA MAINTENANCE FEE

Landlord shall be responsible for and pay all real estate taxes and Common Area Maintenance fees, as shall be in effect as of the Commencement Date. As additional rent under this lease, Tenant shall pay all increases in the amount of real estate taxes levied by the taxing authorities over the taxes levied at the Commencement Date, assuming the property has been revalued as completed. Landlord shall notify Tenant of such increased amounts and the said additional rent shall be due and payable in a single payment with the rental payment due in the month following the notification of the increase in taxes. In addition, Tenant shall pay any and all increases in Common Area Maintenance fees and Landlord shall notify Tenant of such increases and such additional rent shall likewise be due and payable, in full for the period included in such increase, with the next installment of rent following such notification.

D. RENTAL PAYMENTS

All rental payments shall be due and payable on or before the first day of each calendar month during the term of this Lease. In the event that Tenant shall not pay any payment of rent within ten (10) days after the due date, a late charge of five percent (5%) of the base rental payment and additional rental payment due shall be charged and payable with the next rental payment.
3. RIGHTS AND OBLIGATIONS OF TENANT

A. USE OF PREMISES

Tenant shall use the leased premises for medical marijuana dispensary purposes and no other purpose. Tenant shall be responsible for the acquisition of any and all permits for such use from any municipal or governmental authority or agency at its own cost and expense.

B. FIXTURES AND EQUIPMENT

All trade fixtures, equipment, appliances, decorations, etc., installed by Tenant in the Leased Premises shall remain the sole property of the Tenant, provided, however, that Tenant shall repair any damages caused by the removal of such fixtures, equipment, appliances, decorations, etc., from the Leased Premises at the termination of this Lease as provided herein.

C. WASTE AND NUISANCE

Tenant shall not commit or suffer to be committed any waste or nuisance or other act or thing which may disturb the Landlord or any other person to whom the Landlord has any duty.

D. GOVERNMENTAL REGULATIONS

Tenant shall at Tenant’s sole cost and expense, without notice or demand from Landlord, comply with and faithfully observe all requirements of all municipal, county, state, federal and other governmental authorities having jurisdiction, now in force or which may hereafter be enforced, pertaining to the use of the Leased Premises.

E. IMPROVEMENTS

Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord. Consent for non-structural alterations, additions, or improvements shall not be unreasonably withheld by Landlord. Tenant shall comply with all governmental rules and regulations in connection with such work, and shall prevent any lien or obligation from being created against or imposed upon the Leased Premises and will discharge all liens and charges for services rendered or materials furnished immediately after such liens occur or said charges become due and payable. Such alterations, additions or improvements shall become part of the real property and remain the property of Landlord on termination of the Lease except fixtures and equipment that can be removed without material damage to Leased Premises.

At all times when any change or alteration is in progress, there shall be maintained, at Tenant’s expense, Workmen’s Compensation Insurance in accordance with the law, covering all persons employed in connection with the change or alteration, and general liability insurance of the mutual benefit of Tenant and Landlord, expressly covering the additional hazards due to the change or alteration.

F. SIGNS

Tenant may not install any signs or posters on the exterior of the building in which the Leased Premises are located or at any other location adjacent to the said building or install, display or use any signs except as shall be permitted by the Landlord. Tenant shall comply with all other rules and regulations imposed by the Landlord or any municipal or other authority exercising jurisdiction over such matters.

4. MAINTENANCE BY TENANT

Tenant shall have the sole liability and responsibility for any maintenance of the interior of the Leased Premises and the repair and maintenance of any fixtures or equipment contained therein except structural components, if any.

Tenant shall not be responsible for any damage by fire elements or unavoidable casualty or other catastrophe caused to premises which shall not be due to the negligence of the Tenant, Tenant’s employees, agents or servants.
5. INSURANCE AND INDEMNITY

A. LIABILITY INSURANCE REQUIRED OF THE TENANT

Tenant, at its own expense, shall provide and maintain in force during the term of this Lease, liability and property damage insurance in the amount of One Million Dollars ($1,000,000.00) on a combined single-limit basis, covering Landlord as well as Tenant, with one or more responsible insurance companies duly authorized to transact business in Pennsylvania, listing Landlord as an additional insured. Tenant shall furnish Landlord with certificates of all insurance required by this section. If Tenant does not maintain such insurance in full force and effect, Landlord may notify Tenant of such failure and if Tenant does not deliver to Landlord within ten (10) days after such notice, certification showing all such insurance to be in full force and effect, Tenant may at its option, take out the necessary insurance to comply with the provisions hereof and pay the premiums on the items specified in such notice and Tenant covenants thereon on demand to reimburse and pay Landlord any amounts paid or expended in the amount of the insurance premiums required hereby and specified in the notice, with interest thereon at the rate of eight (8%) percent per annum from the date of such payment by Landlord until repaid by Tenant.

B. FIRE INSURANCE

Landlord shall maintain and keep in force and effect or cause to be maintained and kept in force and effect a policy of fire insurance covering the exterior of the premises (including foundations, structure and roof) of which the Leased Premises is a part and Tenant shall be responsible for fire insurance covering the Leased Premises and contents, with Landlord listed as loss payee as its interest appear.

C. INDEMNIFICATION OF LANDLORD

Except for claims arising out of acts caused by the negligence or recklessness of the Landlord or its representatives, Tenant will indemnify Landlord to the extent that the loss is not covered by insurance required to be provided by Landlord or Tenant and save Landlord harmless from and against any and all claims, actions, damages, liability and expense in conjunction with the loss of life, an occurrence in, upon or at the Leased Premises or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, or servants. In case Landlord shall have been made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. This indemnification shall exclude claims made by Tenant against Landlord or arising out of acts caused by the negligence or recklessness of Landlord. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the Landlord in enforcing the covenants and agreements of this Lease.

D. WAIVER OF SUBROGATION

Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or any one claiming through or under them by way of subrogation or otherwise for any loss, damage or injury to property or persons, including death, covered by any insurance then in force, even if such loss or damage shall have been caused by the fault or the negligence of the other party, or anyone for whom such party may be responsible. All policies of insurance referred to herein shall contain a clause(s) or endorsement(s) acknowledging such waiver of subrogation and also to the effect that this mutual release shall not adversely affect or impair said insurance or prejudice the right of any insured to recover thereunder.

6. DESTRUCTION OF LEASED PREMISES

A. MINOR DAMAGE

If the Leased Premises shall be damaged by fire, the elements or unavoidable casualty, but are not rendered materially unusable in whole or in part, in the reasonable opinion of Landlord and Tenant, Landlord shall at its own expense and costs, promptly cause such damage to be repaired and the rent shall not be abated.

B. PARTIAL DESTRUCTION

If by reason of such occurrence, the Leased Premises are rendered materially unusable in part, in the reasonable opinion of Landlord and Tenant, the Landlord shall at its own expense, promptly cause the damage to be repaired and the rent shall be abated on a prorata basis.
C. TOTAL DESTRUCTION

If the Leased Premises shall be rendered wholly unusable by reason of total destruction, in the reasonable opinion of Landlord and Tenant, this Lease shall terminate upon the option of either the Landlord or the Tenant and if so terminated, both parties shall be released from any further liability under it.

7. EMINENT DOMAIN

A. TOTAL CONDEMNATION OF LEASED PREMISES

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public purpose, Tenant shall have the right to terminate this Lease at any time after the date of notice served in such proceedings. All rental shall be prorated as of the date of such termination.

B. LANDLORD’S DAMAGES

In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation, and the Landlord is to receive the full amount of such award; Tenant hereby expressly waiving any rights or claim to any part thereof.

C. TENANT’S DAMAGES

Tenant shall have the right to claim and recover from any condemning authority such compensation as may be separately awarded or recoverable by Tenant in Tenant’s own right on account of any and all damages to Tenant’s business by reason of the acquisition or condemnation, and for or on account of any loss, leases or expenses to which Tenant may be put in removing Tenant’s merchandise, furniture, fixtures, equipment and leasehold improvements.

8. LANDLORD’S WARRANTIES AND COVENANTS

A. AUTHORITY AND TITLE

Landlord represents and warrants that Landlord is the owner of the Leased Premises and has the right to make this lease.

B. QUIET ENJOYMENT

Landlord covenants that upon the payment by the Tenant of the rent herein provided and upon performance of all the covenants, terms and conditions on Tenant’s part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises or the tenancy created hereby without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless to the terms and conditions of this Lease.

9. ASSIGNMENT AND SUBLEASE

A. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall have the right to assign this Lease or any interest therein and provided that the assignee selected by Tenant shall be subject to the approval of Landlord and that the assignee shall assume in writing all of the Tenant’s obligations under this Lease and Tenant shall remain liable for each and every obligation hereunder.

The approval of Landlord shall be based upon the proposed assignee’s financial condition, proposed use and stability and shall not be unreasonably withheld.

Tenant shall have the right to sublet the premises provided that the Landlord shall have the right to approve such subtenant and that the subtenant shall assume in writing all of the Tenant’s obligations under this Lease, and Tenant shall remain liable for each and every obligation under this Lease. The approval of such subtenant shall be based upon the same conditions as set forth in the previous paragraph.
10. SUBORDINATION

In the event that Landlord requests or that any lender of Landlord requests, Tenant agrees to subordinate its interest under this lease to the interest of such lender and Tenant further agrees to promptly execute any estoppel or other certificate reasonably requested provided that Landlord delivers to Tenant a non-disturbance agreement in containing commercially reasonable terms executed by such lender.

11. MISCELLANEOUS

A. PARTIES

All rights and liabilities herein given to, or imposed upon the respective parties hereto, extend to and bind the respective heirs, executors, administrators, successors and assigns of said parties.

B. SECURITY

The Tenant shall be solely responsible for security for the Leased Premises.

C. GOVERNING LAW

This Agreement shall be deemed to have been made in Pennsylvania and all the terms, conditions and covenants hereunder shall be governed by the laws of the Commonwealth of Pennsylvania.

D. ENTIRE AGREEMENT

This Lease and any exhibits attached hereto and form a part hereof, set forth all of the covenants, promises, agreements, conditions for understandings, either written or oral, between them other than as herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by them.

E. NOTICES

The lease agreement is subject to the Tenant receiving from the Pennsylvania Department of Health a license to operate a medical marijuana dispensary in the Commonwealth of Pennsylvania. It is also subject to a certificate of occupancy approval from Radnor Township that allows the tenant to operate in said premises. Should the tenant not receive said license and Radnor township approval this lease shall become null and void. In return for this condition the security deposit shall be non-refundable to Tenant.
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
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.
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.
Attachment J: Sample Medical Marijuana Product Label

Instructions:
- Provide a sample label for each medical marijuana product you expect to produce
- Complete this cover sheet. Scan this sheet and the sample labels and save it as a PDF file called "Attachment J," using the appropriate file name format
Our company dispensary  5678 main street  Philadelphia PA 18098

GROWER XYZ  1234 ROAD ST. Philadelphia PA 18098

Permit #12345

Cannabis Pills; 10 units; 100mg cannabis extract each; net weight 1,000mg

Sativa; 10 doses; 18% THC, 51% CBD

This medical marijuana must be kept in the original container in which it was dispensed.

This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant's pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children.

Unauthorized use is unlawful and will subject the purchaser or user to criminal penalties.

Use By: 6/6/2018

Packaged: 4/6/2018

Store in a cool, dry place. Do not leave exposed to heat or sun.  Product ID#1234-04062018-4455
GROWER XYZ  1234 ROAD ST. Philadelphia PA 18098

Permit #12345

Cannabis Topical Cream; 100 mg Cannabis extract; net weight: 1 fluid ounce

Sativa; 1 dose; 18% THC .51% CBD

This medical marijuana must be kept in the original container in which it was dispensed.

This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant's pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children.

Unauthorized use is unlawful and will subject the purchaser or user to criminal penalties.

Use By: 6/6/2018

Packaged: 4/6/2018

Store in a cool, dry place. Do not leave exposed to heat or sun.
Our company dispensary 5678 main street Philadelphia PA 18098

GROWER XYZ 1234 ROAD ST. Philadelphia PA 18098

Permit #12345

Cannabis Oil Cartridge ; 100mg cannabis extract; net weight: 250mg
Sativa; 20 doses; 18% THC .51% CBD

This medical marijuana must be kept in the original container in which it was dispensed.

This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant's pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children.

Unauthorized use is unlawful and will subject the purchaser or user to criminal penalties.

Use By: 6/6/2018
Packaged: 4/6/2018

Store in a cool, dry place. Do not leave exposed to heat or sun.  

Product ID#1234-0062018-4477
GROWER XYZ  1234 ROAD ST. Philadelphia PA 18098

Permit #12345

Cannabis Liquid Tincture; 250mg cannabis extract; net weight: 4 fluid ounces

Sativa; 100 doses; 18% THC .51% CBD

This medical marijuana must be kept in the original container in which it was dispensed.

This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children.

Unauthorized use is unlawful and will subject the purchaser or user to criminal penalties.

Use By: 6/6/2018
Packaged: 4/6/2018

Store in a cool, dry place. Do not leave exposed to heat or sun.  Product ID#1234-04062018-4466
RELEASE AUTHORIZATION

TO: __________________________________________

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

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 photopy, facsimile or other similar process shall be for all
Attachment L: Applicant Priorities for Multiple Applications

Instructions:
- This attachment is for applicants who are submitting multiple medical marijuana organization permit applications. Use this attachment to indicate your priorities for which medical marijuana regions or counties you prefer for issuance of a permit. Not providing Attachment L as part of your medical marijuana organization permit application indicates that you have no preference.
- If you submit this form more than once, the last form the Department receives will represent your prioritization. This form cannot be submitted without being part of an application.
- If you elect to submit this attachment, please scan the completed form and save it as a PDF file called "Attachment L," using the appropriate file name format.

Please check one of the following:
☑ The applicant would like to make the Department aware of the applicant's priorities as listed below
☐ The applicant has no preference regarding medical marijuana regions

<table>
<thead>
<tr>
<th>MEDICAL MARIJUANA REGION</th>
<th>PRIORITY (If you intend to submit a permit application for more than one medical marijuana region, please rank your preferred region from 1-6, with 1 being the highest ranking)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Southeast</td>
<td>Priority 1</td>
</tr>
<tr>
<td>2- Northeast</td>
<td>Priority __</td>
</tr>
<tr>
<td>3- Southcentral</td>
<td>Priority __</td>
</tr>
<tr>
<td>4- Northcentral</td>
<td>Priority __</td>
</tr>
<tr>
<td>5- Southwest</td>
<td>Priority __</td>
</tr>
<tr>
<td>6- Northwest</td>
<td>Priority __</td>
</tr>
</tbody>
</table>
B. Priorities for Multiple Dispensary Permit Applications

Please check one of the following:

☑ The applicant would like to make the Department aware of the applicant’s priorities as listed below
☐ The applicant has no preference regarding county

<table>
<thead>
<tr>
<th>MEDICAL MARIJUANA REGION</th>
<th>For each region for which you plan to submit multiple applications, please indicate the counties in order of priority, with 1 being the highest</th>
</tr>
</thead>
</table>
| 1- Southeast              | Berks  
|                          | Bucks  
|                          | Chester  
|                          | Delaware  
|                          | Lancaster  
|                          | Montgomery  
|                          | Philadelphia  |
| 2- Northeast              | Lackawanna  
|                          | Lehigh  
|                          | Luzerne  
|                          | Northampton  |
| 3- Southcentral           | Blair  
|                          | Cumberland  
|                          | Dauphin  
|                          | York  |
| 4- Northcentral           | Centre  
|                          | Lycoming  |
| 5- Southwest              | Allegheny  
|                          | Butler  
|                          | Washington  
|                          | Westmoreland  |
| 6- Northwest              | Erie  
|                          | McKean  |
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.

**Operational Timeline; Continued**

<table>
<thead>
<tr>
<th>Step Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Application</td>
<td>3/2017</td>
</tr>
<tr>
<td>Receive Permit Award</td>
<td>6/2017</td>
</tr>
<tr>
<td>Execute Employment Agreements with key employees and recruit/hire any additional non-key employees</td>
<td>6/2017</td>
</tr>
<tr>
<td>Submit Employee Background Checks and receive registered agent information</td>
<td>6/2017</td>
</tr>
<tr>
<td>Finalize Standard Operating Procedures - Site Specific Sections</td>
<td>7/2017</td>
</tr>
<tr>
<td>Secure Building Permits &amp; Begin Construction</td>
<td>6/2017</td>
</tr>
<tr>
<td>Finalize Marketing Aspects; Website; etc.</td>
<td>7/2017</td>
</tr>
<tr>
<td>Begin Training Modules utilizing cannabis industry and security experts; ensure all principles, management, employees complete 4 hour department approved training course; ensure key employees complete approved food handler course; general cannabis education and legal elements; operations; inventory and patient data control system; recordkeeping training; execute ancillary needs fulfillment</td>
<td>DOH REDACTED</td>
</tr>
<tr>
<td>Execute Ancillary Needs Fulfillment</td>
<td>11/2017</td>
</tr>
<tr>
<td>Compliance/Operational Review and Inspection/DOH REDACTED and Inventory Control Features</td>
<td>DOH REDACTED</td>
</tr>
<tr>
<td>Complete Final Training Modules; Comprehension Testing; Conduct Mock Operations On Site</td>
<td>11/2017</td>
</tr>
<tr>
<td>Pass inspection by department &amp; local authorities for operational clearance and certificate of occupancy</td>
<td>11/2017</td>
</tr>
<tr>
<td>Begin Initial Patient Enrollment / Registry</td>
<td>11/2017</td>
</tr>
<tr>
<td>Authorize / Execute Cannabis Product Fulfillment</td>
<td>11/2017</td>
</tr>
<tr>
<td>Begin Daily Operations</td>
<td>12/10/2017</td>
</tr>
</tbody>
</table>

Construction Timelines continued on following pages:
<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start Date</th>
<th>Finish Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Site Preparation</td>
<td>Aug 1, 2017</td>
<td>Aug 20, 2017</td>
</tr>
<tr>
<td>5. Site Security</td>
<td>Sep 1, 2017</td>
<td>Sep 5, 2017</td>
</tr>
<tr>
<td>7. Site Waste Management</td>
<td>Sep 11, 2017</td>
<td>Sep 15, 2017</td>
</tr>
<tr>
<td>8. Site Egress</td>
<td>Sep 16, 2017</td>
<td>Sep 20, 2017</td>
</tr>
<tr>
<td>10. Site Insurance</td>
<td>Sep 26, 2017</td>
<td>Sep 30, 2017</td>
</tr>
<tr>
<td>17. Site Public Safety</td>
<td>Nov 1, 2017</td>
<td>Nov 5, 2017</td>
</tr>
<tr>
<td>22. Site Public Communication</td>
<td>Nov 26, 2017</td>
<td>Nov 30, 2017</td>
</tr>
<tr>
<td>23. Site Public Consultation</td>
<td>Dec 1, 2017</td>
<td>Dec 5, 2017</td>
</tr>
<tr>
<td>24. Site Public Participation</td>
<td>Dec 6, 2017</td>
<td>Dec 10, 2017</td>
</tr>
<tr>
<td>27. Site Public Representation</td>
<td>Dec 21, 2017</td>
<td>Dec 25, 2017</td>
</tr>
<tr>
<td>28. Site Public Advocacy</td>
<td>Dec 26, 2017</td>
<td>Dec 30, 2017</td>
</tr>
<tr>
<td>29. Site Public Support</td>
<td>Dec 31, 2017</td>
<td>Jan 4, 2018</td>
</tr>
<tr>
<td>30. Site Public Participation</td>
<td>Jan 5, 2018</td>
<td>Jan 9, 2018</td>
</tr>
<tr>
<td>31. Site Public Consultation</td>
<td>Jan 10, 2018</td>
<td>Jan 14, 2018</td>
</tr>
</tbody>
</table>

For DOH REDACTED tasks, specific details are omitted for privacy reasons.
<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start Date</th>
<th>Finish Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Schedule</td>
<td>8/1/17</td>
<td>8/11/17</td>
</tr>
<tr>
<td>Site Preparation</td>
<td>8/1/17</td>
<td>8/11/17</td>
</tr>
<tr>
<td>Final owners' conditions</td>
<td>8/12/17</td>
<td>8/18/17</td>
</tr>
<tr>
<td>Electrical roughing-in</td>
<td>8/19/17</td>
<td>8/25/17</td>
</tr>
<tr>
<td>Exterior</td>
<td>8/26/17</td>
<td>8/30/17</td>
</tr>
<tr>
<td>Interior</td>
<td>8/31/17</td>
<td>9/1/17</td>
</tr>
<tr>
<td>Site preparation</td>
<td>9/2/17</td>
<td>9/8/17</td>
</tr>
<tr>
<td>Electrical final</td>
<td>9/9/17</td>
<td>9/26/17</td>
</tr>
<tr>
<td>Exterior finish</td>
<td>9/27/17</td>
<td>9/30/17</td>
</tr>
</tbody>
</table>

**Site 3**