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  X Southeast

County 1 (Primary Dispensary Location): Philadelphia
County 2 (if applicable): Montgomery
County 3 (if applicable): Bucks

Pennsylvania Department of Health
Medical Marijuana Regions

[Map of Pennsylvania showing medical marijuana regions]
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

<table>
<thead>
<tr>
<th>Business or Individual Name and Principal Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:</strong></td>
</tr>
<tr>
<td>Holistic Pharma, LLC</td>
</tr>
<tr>
<td><strong>Other trade names and DBA (doing business as) names:</strong></td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td><strong>Business Address:</strong> 339 W Lancaster Ave, Ste. 200</td>
</tr>
<tr>
<td><strong>City:</strong> Haverford</td>
</tr>
<tr>
<td><strong>Phone</strong></td>
</tr>
</tbody>
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☐ **Primary Contact**, or ☐ **Registered Agent for this Application**

<table>
<thead>
<tr>
<th>Name: Alixandra Morgan</th>
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</thead>
<tbody>
<tr>
<td><strong>Address:</strong> [DOH REDACTED]</td>
</tr>
<tr>
<td>Phone</td>
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</table>

Section 2 – Dispensary Information

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

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

| ☑ Yes | ☐ No |
Primary Dispensary Location (please indicate dispensary name as you would like it to appear on the dispensary permit)

| Facility Name: Holistic Pharma LLC |
| Address: 8900 Krewstown Road |
| City: Philadelphia | State: PA | Zip Code: 19115 |
| County: Philadelphia | Municipality: Philadelphia |

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

This is a 3000 square foot space within a 5000 square foot single story building on the corner of Krewstown Road and Bloomfield Avenues in Northeast Philadelphia. The Northeast is home to a large working class ethnic population, and has Polish, German, Jewish, Italian, Irish, African American, Asian and Russian neighborhoods, with 41% of the community considered “nonwhite”. The parking lot has 24 spaces. There is a SEPTA bus stop on the corner with Route 19 service.. It is one of the most densely populated areas of the entire state of Pennsylvania. The daytime population within a five mile radius is 485,000. Based on 2015 Demographic databases, **there are 400,000 people who live within a five mile radius of this site which represents over 25% of the population in the City of Philadelphia**

Second Dispensary Location

| Facility Name: Holistic Pharma LLC |
| Address: 2030 West Main Street |
| City: West Norton | State: PA | Zip Code: 19403 |
| County: Montgomery | Municipality: Jeffersonville |

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

This site is within a 15,000 square foot neighborhood shopping center known as West Norriton Square, with over 90 parking spaces. It is next Norristown, which is the County Seat for Montgomery County. The SEPTA Bus stop is right outside of the shopping center and serviced by Bus Routes 91, 93, 131. The site is within a 5 minute drive to Route 422 which connects to The Pennsylvania Turnpike. Based on 2015 Demographic databases, there are 117,000 people who live within a five mile radius of this site. **The daytime population within a five mile**
radius is 206,000 which is equal to roughly one quarter of the population that resides in Montgomery County.

Third Dispensary Location

| Facility Name: Holistic Pharma LLC |
| Address: 4201 Neshaminy Blvd |
| City: Bensalem | State: PA | Zip Code: 19020 |
| County: Bucks | Municipality: Bensalem Township |

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

As of the 2010 census, Bensalem had a total population of 60,427 people, which makes it the largest municipality in Bucks County, and the ninth largest in PA. This site is located within a 100,000+ square foot shopping center known as Neshaminy Square, with hundreds of parking spaces. The SEPTA Bus stop is right outside of the shopping center and serviced by Routes 128, 130, 14, and 58. The Pennsylvania Turnpike entrance is within one half mile as well as PA Route 132 (Street Road) within one half mile of the center. The daytime population within a five mile radius is 262,000. It is one of the most densely populated areas of Southeastern Pennsylvania. Based on 2015 Demographic databases, there are 203,000 people who live within a five mile radius of this site which is equivalent to one third of the population of Bucks County.

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,
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.

Holistic Pharma’s Diversity Plan was developed as a concerted effort to promote, maintain and enhance our organization’s diversity, particularly among our owners, officers, advisors, employees and consultants. The result is a comprehensive plan ensuring individuals from various backgrounds, some of which have been historically disadvantaged, are afforded an equal opportunity to join our team in a meaningful way. We are keenly aware that diversity of backgrounds and ideas among our team members will only make our company stronger.

1. **Current Status of Principal, Operator, Financial Backer, and Employee Diversity**

   Holistic Pharma was recently formed to apply for a permit to operate a medical marijuana organization as regulated by Act 16 of 2016. Since our inception, we have purposefully reached out to various diverse community and business leaders to join our team as principals, operators, officers, advisory board members, consultants, upper management and in some cases financial backers. The resulting organizational composition is what we believe to be an accurate reflection of the diversity of our great Commonwealth, and we intend to apply for certification as a Women Owned Business Enterprise (WBE). Our team is comprised of males, females, veterans, racial minorities, and religious minorities. Below is a breakdown of the diversity of our core team as it stands today.

**Principals:**

1. Alixandra Batoff Morgan – Female
2. Staci Walkes – Female

**Operators/Officers/Management/Employees:**

1. TJ Ajmeri (Director of Accounting) – Male, Indian, Veteran
2. William Albany (Director of Security) – Male, Caucasian
3. Rick Genderson (Director of Administration) – Male
4. Hemin Vaidya (Pharmacist) – Male, Indian
5. Jeremy Workman (Director of Health and Wellness) – Male, Native American
6. Eileen Gratton (Director of Patient Relations) – Female
7. Keith Morgan (Director of Operations) – Male

**Advisory Board Members:**

1. Dr. Cherie Erkman (Medical Advisory Board) – Female, Asian
2. Dr. Kadir Erkman (Medical Advisory Board) – Male, Turkish
3. Dr. Mitesh Patel (Medical Advisory Board) – Male, Indian
4. Rabbi Jeffrey Kahn (Director of Dispensary Oversight and Compliance) – Male
5. Stefanie Langer (Director of Finance) – Female
6. Jannie Lau (Director of Diversity) – Female, Asian
7. Larry McCrae (Director of Construction) – Male, African American, Veteran
8. Abraham Reich (Director of Legal/Compliance) – Male

Financial Backers:

1. Keith Morgan – Male

2. **Official Affirmative Action Plan**
   Borrowing from the successful businesses owned and operated by our core team members, Holistic Pharma has adopted and will implement an effective Affirmative Action Plan, which will be reviewed and updated on an annual basis by our HR Department. Below are key elements of our Affirmative Action Plan.

   **Equal Employment Opportunity (EEO) Commitment**
   Holistic Pharma is an equal opportunity employer. We commit to hiring the highest quality employment applicants regardless of race, creed, color, religion, sex, gender identity, sexual orientation, disability, age, socioeconomic status, political views, veteran status or national origin.

   Holistic Pharma qualifies as a diverse group and its hiring practices will reflect our core belief that a diverse organization is crucial to foster innovation, tolerance, high achievement, and a safe and accepting workplace environment. We will hire and train diverse staff sourced from the local talent pool proximal to our medical marijuana organization operations which will mirror the diversity of the Commonwealth of Pennsylvania.

   Our EEO policies will be memorialized by our HR Department and will be clearly labelled within our Employee Handbook issued to all new employees upon hire. During employee initial training and annual retraining, management tasked with training responsibilities will reiterate and reinforce our EEO policies and will address any questions or concerns related thereto.

   **General EEO Policies**
   Many of Holistic Pharma’s EEO policies have been adapted from policies implemented by successful businesses owned and operated by our core team members, some of which have been inspired by the recommendations of the US Department of Labor. EEO Policies include ensuring:

   - All head hunters, staffing companies and other employment recruiters we engage are sufficiently informed of our EEO commitments and EEO policies
   - Those responsible for interviewing and hiring new personnel are implementing our diversity policies
All employees are sufficiently aware of and trained (and annually re-trained) on our EEO commitments and policies, including our affirmative action plan.

- HR regularly reviews all employee files to assess and determine candidates for promotion.
- HR is engaged with local trade schools, universities and colleges with diverse student bodies for recruitment purposes.
- HR advertises job openings in a variety of media, a sufficient number of which are targeted to diverse groups.
- Reasonable accommodations to the religious observances and practices of diverse employees.

**Diversity Staffing Plan and Practices**

Holistic Pharma will intentionally build cultural competencies into our staffing plan, and our hiring process in particular to ensure we attract and retain personnel which are diverse by gender, race, ethnicity, veteran status, veteran-disabled status, disability status, religion, gender identity, sexual orientation, age, socioeconomic status, political views and national origin. To accomplish this goal, we will:

a) identify and eliminate potential bias and barriers to inclusive recruitment, interviewing, and hiring;

b) train HR on diversity matters, including cultural competencies for interviewing and hiring;

c) integrate such diversity training into appropriate job interview style, interview process structure and interview question phrasing/presentation;

d) regularly analyze and assess our organization’s cultural competencies, particularly with regards to staffing.

To attract highly qualified diverse job applicants, Holistic Pharma intends to host or participate in a number of local job fairs and, if necessary, will underwrite specialized job training programs (in addition to, not in lieu of, our standard staff training program) in targeted communities to give diverse groups living in proximity to our facilities the knowledge and skill set required to succeed in our organization.

To ensure diverse hires are retained and promoted in accordance with our EEO commitment and policies, Holistic Pharma will:

- Create a thorough training program which will include diversity and EEO modules. Training tools will include discrimination videos developed by the Pennsylvania Human Rights Commission, National Diversity Council webinars; and trainings available through the American Association for Access, Equity and Diversity Professional Development and Training Institute.

- Facilitate career development by helping employees identify professional development opportunities, navigate training, and maximize internal advancement opportunities. HR will host annual meetings with each employee to identify career goals, advancement opportunities and the competencies and experiences needed to achieve career goals.
- Establish culturally competent, objective measures and metrics for job performance evaluations and train HR and management not to be influenced by subjective measures.
- Clearly inform employees of the key competencies and attributes for success that are required for career advancement, including raises and promotions.
- Encourage in-house networking and host company-wide events where employees can gain exposure to the various departments within our organization. Doing so will promote the development of new relationships and perhaps allow employees to become aware of new job opportunities within our company.
- Develop an in-house mentoring program where entry level employees can build long lasting, meaningful relationships with management and other experienced personnel, which should have the net effect of increasing staff retention.

Notably, Holistic Pharma’s hiring and staffing plan and practices will be reviewed on an annual basis to determine whether members of diverse groups receive fair consideration for job opportunities to ensure our organization implements our diversity policies at all levels of our company, not just at entry level positions. If necessary, our policies will be updated or amended to ensure we live up to the spirit and intent of our EEO commitments.

_Diversity and Inclusion Officer_
Holistic Pharma has created an important position at the executive level to establish new EEO policies and ensure their implementation through our employee staffing, retention and promotion plans, namely the Diversity and Inclusion Officer. This position will independently review the HR department’s interviewing, hiring and staffing practices and ensure all persons are meeting or exceeding our organization’s diversity goals. He or she will also oversee our Diversity Plan related training and work hand-in-hand with the HR Department to ensure policies are implemented in an acceptable manner, which will include active participation in staffing decisions, supervising job performance reviews and approving promotions, suspensions/reprimanding actions and terminations.

At least once annually, the Diversity and Inclusion Officer will review our EEO commitments and policies to ensure we have an updated, effective and meaningful plan that aligns with Holistic Pharma’s objectives and mission. Any adjustments or additions will be implemented immediately and all applicable employees will be trained or re-trained accordingly.

Moreover, the Diversity and Inclusion Officer will identify and correct any noted issues or concerns with our EEO policy implementation. To effectuate this, the position is tasked with designing an internal audit and reporting system to measure our policies’ effectiveness, including whether or not we are meeting our goals and objectives. When necessary, the position will develop and oversee a corrective plan of action.
On a quarterly basis, the Diversity and Inclusion Officer will submit reports to organizational leadership for review and analysis. Progress areas will be noted and problem areas will be identified with the corrective measures being taken. The Diversity and Inclusion Officer will also set realistic goals for each department and will assist department managers in achieving these goals.

3. **Internal Diversity Goals**
The goal of our Diversity Plan is to enhance the overall diversity of organization by affording equal opportunities to all persons, regardless of their gender, race, ethnicity, veteran status, veteran-disabled status, disability status, religion, gender identity, sexual orientation, age, socioeconomic status, political views or national origin. Ideally, we will have diverse persons involved at all levels of our company, including ownership, executive leadership, departmental management and staff level positions.

If possible, Holistic Pharma would like our organization to mirror the diversity of the Commonwealth, particularly those local areas in which we will operate should we be awarded a permit by the Pennsylvania Department of Health (the “Department”). We will strive to meet this goal and have developed our official Affirmative Action Plan accordingly.

Notably, Holistic Pharma has submitting the necessary filings to officially become certified as a “Diverse Group,” as defined by Act 16. Given our ownership structure, we feel we will qualify as a WBE and will supplement our application to the Department with proof of our third-party certification once obtained. It is the express goal of our organization to maintain status as a Diverse Group and we will take all reasonable measures to accomplish this.

4. **Diversity-Oriented Outreach and Events**
Holistic Pharma intends to develop an assortment of diversity-oriented outreach and events in furtherance of our diversity goals. Aside from commonplace job listings on popular employment websites or ads in large newspapers, we will specifically target new talent in diverse communities through recruitment programs that identify qualified racial minorities, females, veterans, service-disabled veterans and other diverse job applicants. Specifically, we will:

- Host job fairs and workshops accessible to targeted diverse communities, including at local community colleges, at local houses of worship and at local community recreational centers
- Advertise open positions through media outlets with known diverse audiences, including local newspapers, magazines and radio stations
- Establish an internship/externship program with local community colleges as well as universities, colleges and other educational institutes with diverse student bodies
- Engage with local universities, colleges and other educational institutes whose students are of diverse backgrounds and whose graduates would be interested in a position within our organization
- Establish a company-wide networking program to facilitate referrals for open positions
Pennsylvania Department of Health
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- Engage with community organizations, including nonprofits, charities, workforce development and placement agencies, healthcare agencies, veterans organizations, and local business organizations, particularly those located in and/or serving diverse communities
- Sponsor and participate in community events in diverse areas
- Consult with local and national professional associations which service and empower diverse businesses, including the National Black MBA Association, Urban League, National Black Chamber of Commerce, etc.
- Develop and promote a job seeking website and other media tools to attract diverse job applicants
- Engage with employment recruitment professionals and advise them of our diverse goals
- Work with local agencies responsible for QIOA funded workforce programs

5. Proposed Contracts with Diverse Groups
Holistic Pharma’s leadership team has a strong history of contracting with diverse groups in the Commonwealth. We intend to continue this tradition with our proposed medical marijuana organization, should we be awarded a permit. When practical and cost-effective, we will seek to engage qualified minority-owned businesses, women-owned businesses, veteran-owned businesses and serviced disabled veteran-owned businesses that have been properly certified by a third-party certification provider approved by the state. Contracts are expected to cover services related to construction, electrical, plumbing, HVAC, legal, janitorial and security, among others. If we are accepting bids on a particular project or job, all other qualifications being equal, we will give preference to qualified businesses certified as a diverse group which are also registered as state-approved vendors.

Prior to executing any contract with a diverse group, Holistic Pharma’s Diversity and Inclusion Officer will verify the diversity status with the third-party certifier of the proposed vendor (and the Commonwealth’s list of diverse vendors on its Bureau of Small Business Opportunities website, if applicable) to ensure we are meeting our organization’s diversity goals.

To date, Holistic Pharma has contacted and is accepting proposals for future work from the following certified diverse groups:

1. Larry C. McCrae, Inc. – Certified Minority Business Enterprise. One of the largest African American owned electrical contractors in Pennsylvania.
2. CD & Associates – Certified Women’s Business Enterprise with over 20 years of experience in the design and construction industry.
3. Automation Papers, LLC – Disabled Veteran Owned Business with over 40 years’ experience in paper industry.

The total aggregated expected contract amounts will likely exceed $3MM, representing 30% of projected revenue.
6. **Materials on Mentoring, Training, or Professional Development Programs for Diverse Groups**

Our leadership team has owned and managed successful businesses in other areas for years. Holistic Pharma will leverage the experience and know-how from key personnel to develop an assortment of materials on mentoring, training and professional development programs for diverse groups. Such materials will include pamphlets, handbooks, guidelines, policies and procedures, instruction manuals, webinars, videos, training modules and/or other related educational tools. Further, we will supplement our own materials with those created by the Pennsylvania Human Rights Commission (e.g., discrimination videos which educate viewers on employment responsibilities and workers’ rights), the National Diversity Council and the American Association for Access, Equity and Diversity Professional Development and Training Institute.

Topics covered will include:

- Recognizing and correcting non-compliant practices
- Mentorship and management-shadowing programs available at Holistic Pharma
- Sensitivity at the workplace
- Handling conflicts and implementing a positive plan of action to resolve the conflict
- Anti-discrimination policies
- Management philosophies and best practices
- Holistic Pharma’s diversity outreach program
- Other appropriate subjects

7. **Other Information Demonstrating Commitment to Diversity Practices**

As previously stated, Holistic Pharma’s leadership team has owned and managed successful businesses in other areas for years. Many of these companies boast diverse participation at the ownership, management and staff level, showcasing our team’s historical commitment to diversity practices. Below is a sampling of some of these companies and their respective diversity:

- Dough Nuts for Doughnuts LLC dba Krispy Kreme (a franchise owned by Director of Administration Keith Morgan) with 4 locations in the greater Philadelphia area
  - Managers (2) – 100% Female,
  - Assistant Managers/Supervisors (15) – 73% Female, 33% Minority
  - Retail Employees (41) – 63% Female, 37% Minority
  - Drivers (4) – 50% Minority
  - Production and Processing (16) – 63% Female, 38% Minority
  - PLEASE NOTE: While the sexual orientation and/or sexual identity of most employees is unknown, Dough nuts for Doughnuts does employ at least one transgendered employee.

- Organic Wellness, LLC – Medical Marijuana Grow and Processing Operation (owned by Director of Operations Rick Genderson) in Washington, DC
  - Managers (2) – 100% Female
8. **Workforce Utilization Report**

As evinced by our leadership team’s exemplary history of diversity practices, we believe our Diversity Plan is achievable and lays the foundation for the long-term operational success of our organization. By committing fully to our diversity goals, Holistic Pharma projects a strong, diverse operational team, should we be awarded a permit by the Department. Below is our projected workforce utilization report, assuming we are at full operational capacity.

<table>
<thead>
<tr>
<th>Position</th>
<th>Total</th>
<th>M</th>
<th>F</th>
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9. **Recording and Reporting on Diversity Plan Components**

In accordance with proven practices implemented by our leadership team in their other business ventures which will be adopted and adapted by Holistic Pharma, all Diversity Plan components will be measured and analyzed by our Diversity and Inclusion Officer using performance-based metrics to assess the status, effectiveness, value and areas in need of improvement of our overall diversity program.

Diversity reports will record the participation level (by raw figure and by percentage) of diverse groups as owners, officers, financial backers, managers, staff, independent contractors and third-party service providers. These reports will include details on salaries, promotions and other compensation for diverse persons and companies.

All analytics and related measures will be recorded in quarterly diversity reports for internal executive-level review to ensure we are meeting our diversity goals and staying true to our diversity commitments. While reviewing these reports, Holistic Pharma executives will also review diversity reports of all new hires, all new promotions, all recent terminations and other relevant staffing and employment records. If appropriate, we will determine areas in need of improvement and develop a corrective plan of action for immediate implementation.

Other Diversity Plan related records and reports which will be collected and maintained by Holistic Pharma’s Diversity and Inclusion Officer include:

- Copies of all service contracts with diverse groups, including all related financial records
- Updated copies of Holistic Pharma’s affirmative action plan, EEO commitments, EEO policies and other internal manuals related to our Diversity Plan
- Copies of all materials used during any diverse community outreach and events
Part C – Applicant Background Information

(Scoring Method: Pass/Fail)

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

Section 4 – Principals, Financial Backers, Operators and Employees

A. Please list all Principals, Financial Backers and Operators

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th>First Name: Alixandra</th>
<th>Middle Name: Jen Batoff</th>
<th>Last Name: Morgan</th>
<th>Suffix:</th>
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<tbody>
<tr>
<td>Occupation: Attorney</td>
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<td>Also known as:</td>
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<tr>
<th>Name and Residential Address</th>
<th>First Name: Staci</th>
<th>Middle Name: Beth</th>
<th>Last Name: Walkes</th>
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<tr>
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<td>Title in the applicant’s business: Principal</td>
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<thead>
<tr>
<th>Name and Residential Address</th>
<th>First Name: Jeffery</th>
<th>Middle Name:</th>
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<tbody>
<tr>
<td>Occupation: Rabbi/Dispensary Owner</td>
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<tr>
<td>Also known as: Jeff</td>
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<tr>
<th>Name and Residential Address</th>
<th>First Name: Lawrence</th>
<th>Middle Name:</th>
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<tr>
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<thead>
<tr>
<th>Name and Residential Address</th>
<th>First Name: Stefanie</th>
<th>Middle Name: Anne</th>
<th>Last Name: Langer</th>
<th>Suffix:</th>
</tr>
</thead>
</table>
### Pennsylvania Department of Health
### Medical Marijuana Dispensary Permit Application

**Occupation:** Strategic Advisor & Investment Consultant  
**Title in the applicant’s business:** Principal  
**Also known as:** N/A  
**Date of birth:** [REDACTED]

**Name and Residential Address**
**First Name:** Cherie  
**Middle Name:** Parungo  
**Last Name:** Erkmen  
**Suffix:**  
**Occupation:** Thoracic Surgeon  
**Title in the applicant’s business:** Principal  
**Also known as:**  
**Date of birth:** [REDACTED]

**Name and Residential Address**
**First Name:** Kadir  
**Middle Name:**  
**Last Name:** Erkmen  
**Suffix:**  
**Occupation:** Neurosurgeon  
**Title in the applicant’s business:** Principal  
**Also known as:**  
**Date of birth:** [REDACTED]

---

**IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER INDIVIDUALS IN A SEPARATE DOCUMENT TITLED “PRINCIPALS, FINANCIAL BACKERS AND OPERATORS (CONT'D)” 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.**

**Name and Residential Address**
**First Name:** Hemin  
**Middle Name:** M  
**Last Name:** Vaidya  
**Suffix:**  
**Occupation:** Retail Pharmacist  
**Title in the applicant’s business:** Lead Pharmacist/GM  
**Also known as:**  
**Date of birth:** [REDACTED]

---

**Name and Residential Address**
**First Name:**  
**Middle Name:**  
**Last Name:**  
**Suffix:**  
**Occupation:**  
**Title in the applicant’s business:**  
**Also known as:**  
**Date of birth:** MM/DD/YYYY
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

First Name: ___________________________ Middle Name: ___________________________ Last Name: ___________________________ Suffix: ___________________________
Occupation: ___________________________ Title in the applicant’s business: ___________________________
Also known as: ___________________________ Date of birth: __________/________/________
Address Line 1: ___________________________ Address Line 2: ___________________________
Address Line 3: ___________________________ City: ___________________________ State: ___________________________ Zip Code: ___________________________
Phone: ___________________________ Fax: ___________________________ Email: ___________________________

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

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

Section 5 – Moral Affirmation
By checking “Yes,” you affirm that each principal, financial backer, operator and employee listed in this permit application is of good moral character. [ ] Yes [ ] No

Section 6 – Compliance with Applicable Laws and Regulations
By checking “Yes,” you affirm that you, as well as the principals, financial backers, operators and employees listed in this permit application are able to continuously comply with all applicable Commonwealth laws and regulations relating to the operation of a medical marijuana dispensary. [ ] Yes [ ] No

Section 7 – Civil and Administrative Action
For the statements below:

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

Civil and Administrative Action [ ] Yes [ ] No
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.

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.

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.

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.

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 the Tribunal or Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
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</tbody>
</table>

Part D – Plan of Operation
(Scoring Method: 550 Points)

A PLAN OF OPERATION IS REQUIRED FOR ALL DISPENSARY PERMIT APPLICATIONS. THE PLAN OF OPERATION MUST INCLUDE A TIMETABLE OUTLINING THE STEPS THE APPLICANT WILL TAKE TO BECOME OPERATIONAL WITHIN SIX MONTHS FROM THE DATE OF ISSUANCE OF A PERMIT. THE PLAN OF OPERATION MUST ALSO DESCRIBE HOW THE APPLICANT’S PROPOSED BUSINESS OPERATIONS WILL COMPLY WITH STATUTORY AND REGULATORY REQUIREMENTS NECESSARY FOR THE CONTINUED OPERATION OF THE FACILITY.

Plan of Operation

What must be covered in a Plan of Operation?

Applicants must identify how they will comply with relevant laws and regulations regarding:
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

- 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.

Yes No

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>Please see attachment entitled Holistic Pharma LLC_032017_Dispensary_Operational Timetable (contd.)</td>
<td></td>
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</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>1. Please see attachment entitled Holistic Pharma LLC_032017_Dispensary_ Employee Qualifications, Description of Duties and Training (contd.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>7.</td>
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<tr>
<td>8.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>1. Please see attachment entitled Holistic Pharma LLC_032017_Dispensary_ Employee Qualifications, Description of Duties and Training (contd.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
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<tr>
<td>5.</td>
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<tr>
<td>6.</td>
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<tr>
<td>7.</td>
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<tr>
<td>8.</td>
</tr>
</tbody>
</table>

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

1. Upon hire, Human Resources will enter all new agents into our required training program which must be satisfactorily completed before commencing work at a facility. The company will cover the costs of all required employee training, including all Pennsylvania Department of Health (the Department) required training courses.

2. Training will begin with internal or contracted instructors and trainers covering a wide assortment of subjects, including diversity training, operations, security equipment and measures, product transportation, product storage, quarantine, inventory quality assurance measures, label verification, inventory management, recall and return policies, diversion prevention, sanitation and safety measures, recordkeeping, and so on.

3. The training program will consist of a series of classes, videos, workbooks, manuals and one-on-one sessions. Trainees must take and pass subject matter examinations and obtain a certificate of completion.

4. Trainees will be enrolled in a Department-approved training course (either administered by the Department or by an approved third party provider). This course will meet or exceed the 2-hour training requirement mandated by Pennsylvania law and regulations.

5. Any new hires who are physicians, pharmacists, physician assistants, and/or certified registered nurse practitioners will also be enrolled in a Department approved 4-hour training course on the latest scientific research on medical marijuana, including the risks and benefits of medical marijuana, and other information deemed necessary by the Department.

6. Once successfully completed, trainees must provide Human Resources with sufficient written proof of the completion of the Department’s required training courses before commencing work at a facility.

7. Human Resources will make follow-up training tools available, including enrollment in our mentorship program whereby an experienced employee will individually mentor a new employee in daily operations and specific job responsibilities after initial training has been complete. This hands-on mentoring will reinforce much of the information taught and provide a forum for each new hire to ask more detailed questions or seek enhanced assistance in mastering a subject.

8. Human Resources will maintain electronic records of all training courses taken and successfully completed by each employee. HR will track the progress of each employee to ensure they complete all required training before commencing work at a facility. Those employees found to be deficient will be reminded of their obligation to complete training.

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 (Contd.)” 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 location listed in this permit application at all times during the hours the primary dispensary facility is open to dispense or to offer to dispense medical marijuana to patients and caregivers.</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>

If the applicant is operating any dispensaries in addition to the primary dispensary location listed under the permit, and a physician or pharmacist is not present onsite at
the additional dispensary or dispensaries, a physician assistant or a certified registered nurse practitioner will be present onsite at each of the other dispensaries instead of a physician or pharmacist.

Any physician, pharmacist, physician assistant or certified registered nurse practitioner employed by a dispensary will, prior to assuming any duties at the dispensary facility, successfully complete a four-hour training course developed by the Department.

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:

Please limit your response to no more than 5,000 words.

Section 10 – Security and Surveillance

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

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

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

Notwithstanding the foregoing, a transport vehicle may make stops at multiple facilities, as appropriate, to deliver medical marijuana.

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

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

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

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

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

B. Transport Manifest

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

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

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

- The quantity, by weight or unit, of each medical marijuana harvest batch, harvest lot or process lot contained in the transport, along with the identification number for each harvest batch, harvest lot or process lot.

- The date and approximate time of departure.

- The date and approximate time of arrival.
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- The transport vehicle’s make, model, and license plate number. ☒ ☐

- The identification number of each member of the delivery team accompanying the transport. ☒ ☐

- When a delivery team delivers medical marijuana to multiple medical marijuana organizations, the transport manifest must correctly reflect the specific medical marijuana in transit; each recipient will also provide the dispensary with a printed receipt for the medical marijuana received. ☒ ☐

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

- Separate copies of the transport manifest will be provided to each recipient receiving the medical marijuana product described in the transport manifest. To maintain confidentiality, a dispensary may prepare separate manifests for each recipient. ☒ ☐

- The applicant acknowledges that, upon request, a copy of the printed transport manifest, and any printed receipts for medical marijuana being transported, will be provided to the Department or its authorized agents, law enforcement, or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties. ☒ ☐

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

Please limit your response to no more than 5,000 words.

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:
### Section 12 – Storage of Medical Marijuana

<table>
<thead>
<tr>
<th>A. Storage Requirements</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>
</tbody>
</table>
- A separate and secure area for temporary storage of medical marijuana that is awaiting disposal will be established.

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

Please limit your response to no more than 5,000 words.

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

**DOH REDACTED**
<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>
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</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.</td>
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</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>• Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead an individual to believe that the product has been endorsed, manufactured, or approved for use by any State, county or municipality or any agency thereof.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>• Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>

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

Please limit your response to no more than 5,000 words.

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

DOH REDACTED
Section 14 – Inventory Management

<table>
<thead>
<tr>
<th>A. Electronic Tracking System</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>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).</td>
<td>✗</td>
<td>☐</td>
</tr>
<tr>
<td>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.</td>
<td>✗</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Inventory Management</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that each dispensary will maintain the following inventory data in its electronic tracking system:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Medical marijuana received from a grower/processor.</td>
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</table>
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<p>| | |</p>
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<td>□</td>
<td>☒</td>
</tr>
<tr>
<td>• Medical marijuana dispensed to a patient or caregiver.</td>
<td></td>
</tr>
<tr>
<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>
</tr>
<tr>
<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>
</tr>
<tr>
<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>
</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:**

Please limit your response to no more than 5,000 words.

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

DOH REDACTED
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:
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.

**Sanitation and Safety Plan**
Holistic Pharma has developed and will implement a set of written sanitation and safety standard operating procedures (SOPs) for contamination prevention, pest protection, handling of medical marijuana, and hand-washing facilities based on our real-world tested SOPs which will be adopted, and modified accordingly, from our medical marijuana industry affiliates in

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Maryland, Massachusetts, and Washington DC (i.e., Budding Rose and Rosebud Organics of Bethesda, MD; Holistic Industries of Somerville, MA; and Holistic Remedies and Organic Wellness of DC). These affiliates are owned and/or managed by CEO Rick Genderson who has been safely and compliantly operating medical marijuana organizations since 2011 in strict compliance with the country’s most regulated medical marijuana programs. Rick also serves on the advisory board of 2 non-profit Arizona medical marijuana organizations operating 2 grower/processor facilities and 2 dispensaries (i.e., SWC Tempe and 203 Organix). Notably, Professional Advisory Board Member Rabbi Jeffrey Kahn also specializes in dispensary management as owner and operator of Takoma Wellness Center, the premier and longest running medical marijuana dispensary in Washington DC. Jeff’s unmatched, hands-on dispensary expertise will further ensure Holistic Pharma will employ an effective sanitation and safety plan.

**Contamination Prevention and Pest Protection**

In compliance with our SOPs, Holistic Pharma will maintain our facilities in a sanitary condition in order to limit the potential for contamination or adulteration of the medical marijuana stored in or dispensed at the facility. Holistic Pharma will ensure:

- Trash will be properly removed at least once daily, and more often as necessary
- Floors, walls, and ceilings will be kept in good repair
  - Staff will inspect the interior of the facility as part of opening procedures and will immediately report to management any issues observed or suspected
  - Upon notification of an issue, management will immediately repair the affected floor, wall, or ceiling
- Adequate protection against pests will be provided through the use of integrated pest management (IPM) practices and techniques that identify and manage pest problems, and the regular disposal of trash to prevent infestation
  - Staff will regularly inspect the premises for signs of pest infestation and will immediately report to management any issues observed or suspected
  - When and where necessary, we will install door sweeps, utilize sticky traps, and apply safe pest prevention and management products
- Toxic cleaning compounds, sanitizing agents, solvents and pesticide chemicals will be labeled and stored in a manner that prevents contamination of medical marijuana and in a manner that otherwise complies with other applicable laws and regulations

**Equipment Sanitation**

Holistic Pharma will maintain the sanitation of all tools and equipment that may or has come in contact with medical marijuana to prevent contamination in accordance with approved SOPs. To ensure this, we will require all dispensary agents to be thoroughly trained on the sanitation policies and procedures, which have been adopted, and modified accordingly, from our medical marijuana industry affiliates with licenses in Maryland, Massachusetts, and Washington, DC. Protocol includes daily regular equipment cleaning and sanitation as part of opening and closing procedures with the goal of maintaining a clean, sanitary, and contamination-free dispensary reminiscent of a high-end pharmacy or medical office.
All equipment that may or has come in contact with medical marijuana during operations (e.g., scales, measuring devices, display cases, countertops, tables, re-packaging equipment, handling utensils, etc.) must be cleaned and sanitized at a minimum:

- At the beginning of each business day
- Immediately after coming in to contact with medical marijuana
- At the end of each day

At the beginning and end of each business day, employees will be given a checklist of tools and equipment which need cleaning and/or sanitization. Items include:

- Telephones
- Computers
- Tablets
- Monitors
- Scales/measuring devices
- Barcode scanners
- Labeling equipment
- Packaging equipment
- Safes

Employees must keep detailed logs of each instance of sanitation and record the appropriate information in our electronic recordkeeping system.

Dispensary agents will be trained to inspect each piece of equipment prior to use, particularly if such use involves contact with medical marijuana. If any equipment is suspected of being contaminated in a manner which cannot be cleaned or sanitized (i.e., it is unsalvageable and may pose a health and safety concern to patients/caregivers and staff), it must be immediately disposed and removed from the dispensary to mitigate the potential spread of contamination. Upon suspicion of such unsalvageable equipment, the dispensary agent must notify the dispensary manager who will oversee the subsequent disposal activities.

According to protocol, the dispensary manager will oversee all equipment contamination prevention procedures and will inspect the work of employees to ensure the goals of the dispensary are met.

*Facility Cleanliness*

Under the supervision of the dispensary manager, staff will be given a checklist of items which need cleaning and/or sanitization on daily, weekly, and monthly basis. As items are cleaned, the employee undertaking the task must initial the checklist next to the item(s) upon completion. Maintaining a clean, sanitary environment akin to a pharmacy or medical office will mitigate the risk of equipment contamination and reduce potential safety and health concerns related to patients, caregivers, and staff.
Holistic Pharma will maintain the cleanliness of the dispensary building and all fixtures, safes, and vaults used to store or display medical marijuana products. To ensure this, Holistic Pharma will require all dispensary agents to be thoroughly trained on the dispensary’s facility cleanliness policies and procedures, which have been adopted, and modified accordingly, from our medical marijuana industry affiliates with licenses in Maryland, Massachusetts, and Washington, DC. Protocol includes daily, weekly and monthly mandatory cleaning of the facility and all fixtures, safes and vaults. All areas of the dispensary, including all storage areas, must be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds and pests of any kind.

At the beginning and end of each business day, employees will be given a checklist of areas and items which need cleaning and/or sanitization. Items include:

- Windows
- Door knobs
- Welcome mats
- Countertops
- Chairs
- Vault room
- Quarantine room
- Lavatories
- Employee break room

Standard cleaning supplies will be used, including a light bleach solution or anti-microbial soap when appropriate. As items are cleaned, the employee undertaking the task must initial the checklist next to the item(s) once completed. Employees must keep detailed logs of each instance of maintenance/cleaning and record the appropriate information in our electronic recordkeeping system.

Staff will also clean the reception area, waiting area, service area, and all common areas of the facility which typically endure heavy traffic. Employees will sweep the floors and sidewalk adjacent to the entryway. Rubbish must be discarded regularly (at least once daily, and more often as reasonably necessary to assure a clean, healthy, and professional environment).

At least once a week, employees will be given a checklist of items which need enhanced attention when cleaning and/or sanitizing. Items include:

- Components of the security system (i.e., cameras, alarms, card swipes, etc.)
- Office areas
- Employee break room
- Vault room (including all safes and other equipment used to store medical marijuana)
- Quarantine room
- Surveillance room
- Other areas of the facility which have relatively less traffic.
As items are cleaned, the employee undertaking the task must initial the checklist next to the item(s) once completed. Employees must keep detailed logs of each instance of maintenance/cleaning and record the appropriate information in our electronic recordkeeping system.

At least once a month, employees will be given a checklist of items which need more intensive attention when cleaning and/or sanitizing. Items include the exterior facade of the building. As items are cleaned, the employee undertaking the task must initial the checklist next to the item(s) once completed.

According to protocol, the dispensary manager will oversee all maintenance, cleaning and sterilization activities and will inspect the work of employees to ensure the goals of the dispensary are met. Moreover, the dispensary manager will review maintenance/cleaning logs for accuracy and retain them for safekeeping.

**Inventory Quality Assurance Inspections**

To ensure medical marijuana arrives to our dispensary free of contamination, receiving agents must strictly adhere to Holistic Pharma’s receiving policies and procedures, particularly the required redundant inspections of all items shipped (e.g., as items are unpacked during delivery, as items are logged into the electronic inventory and recordkeeping system, as items are entered into the Pennsylvania Department of Health’s (the Department) electronic tracking system, as items are transferred to the vault room and placed into storage within a safe, etc.) and will also review independent laboratory testing results for all products delivered with a particular concern for information regarding contamination and purity.

Medical marijuana will be re-inspected for quality assurance purposes often, including when items are:

- Transferred from the vault room to the dispensing area for stocking the display case prior to opening
- Prepared prior to actual dispensation to patients/caregivers upon the conclusion of a sales transaction
- Transferred from the dispensing area back to the vault room for overnight storage at the close of business
- The subject of a return or complaint

**Product Quarantine**

Upon identifying or receiving any returned, unfit (including but not limited to expired, damaged, deteriorated, mislabeled, or contaminated products), and/or recalled medical marijuana products, the dispensary manager will be notified immediately and the secure transfer of such returned, unfit, and/or recalled products to the quarantine room will commence. Authorized agents tasked with quarantine transfers will:

- Inspect all quarantined products and product packaging to assess:
  - The integrity of the containers
The likelihood of the spread of contamination to our facility or other inventory
Any other health, sanitation, safety, or security threats posed by such products

• Update our electronic inventory tracking system reflecting the transfer of the products
to the quarantine room
• Update the Department’s electronic tracking system, if applicable

Once the above has been confirmed, the authorized agents will immediately transfer all
retuned, unfit, and/or recalled products to the access-controlled quarantine room and carefully
place the affected items in the appropriately designated commercial-grade TL30 safe or
secure, lockable air-tight storage bin for safe storage of the quarantined products. These safes
and storage bins will be utilized as single-purpose, dedicated units for the secure storage of
specific types of quarantined products, and will be labeled accordingly (e.g., there will be a
safe/bin specifically dedicated for recalled products, a safe/bin specifically dedicated for
expired products, a safe/bin specifically dedicated for contaminated products, and so on). The
purpose of this segregation system is to:

• Allow for a proper investigation or examination of the products without risk of
confusion, cross-contamination, or other concerns which could affect the integrity of
an investigation or examination
• Facilitate the organization of the storage area
• Facilitate the accuracy and integrity of any recall activities and related recordkeeping
• Facilitate the orderly destruction, disposal, and removal of unsalvageable medical
marijuana products.

All quarantine product transfer procedures will be handled by a minimum of 2 authorized
agents and will be conducted in the presence of security agents and within the view of our
recording surveillance system. Agents effectuating the quarantine procedures must wear
appropriate protective gear (e.g., pharmaceutical-grade nitrile gloves, eye goggles, smocks/lab
coats, etc.). Once a quarantine product transfer has been completed, authorized agents will:

• Exit the quarantine room ensuring the door has been fully closed, secured, and locked
• Update the BioTrack THC system with all actions taken to the products, and
• Immediately notify the dispensary manager and security manager that all quarantined
products have been safely transferred to the quarantine room

Once in quarantine, products will be subject to further investigation, examination, and testing
by authorized staff. Quarantine products will remain in the quarantine room until such
products are either:

• Salvaged (based strictly on the results of any investigation, examination, and/or testing
and the nature and reason for the quarantine)
• Returned to the grower/processor who manufactured such products, or
• Destroyed or otherwise disposed of in accordance with 28 PA Code §1151.40 (relating
to disposal of medical marijuana).
Note, returned products may never be re-dispensed to another patient or caregiver under any circumstances.

**Staff Hygiene**
All dispensary employees will be required to come to work in a clean and hygienic manner. Staff will be required to frequently wash their hands, particularly after handling medical marijuana, handling equipment coming into contact with medical marijuana, coming into contact with a patient, caregiver, or any other person, and after eating or using the restroom. Employees failing to follow hygienic protocol may be subject to suspension or termination. The hygiene policy will help ensure a safe, sanitary, sterile, contamination-free dispensary environment.

All uniforms and work attire must be clean and free of dirt, debris, dust, and the like. Notably, Holistic Pharma intends to issue uniforms to employees which will be professionally cleaned on a regular basis to ensure their cleanliness and professional appearance. Staff found wearing soiled uniforms or work attire will asked to immediately rectify the issue and may be sent home by management for failure to do so.

**OSHA Compliance**
The health and safety of all employees is of paramount importance to Holistic Pharma. Therefore, we require absolute compliance with all applicable Occupational Safety and Health Administration (OSHA) standards, including the General Duty Clause of the OSH Act which requires employers to keep their workplace free of serious recognized hazards, to assure a safe and healthful workplace.

In accordance with our SOPs, Holistic Pharma will ensure our employees are accorded a suitable workplace environment free from recognized hazards that may cause death or serious physical harm. In doing so, we will comply with occupational safety and health standards promulgated under the OSH Act of 1970.

Holistic Pharma expects each employee to comply at all times with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH Act which are applicable to his or her own actions and conduct. To facilitate, we will provide sufficient employee training, written SOPs, and written guidelines, as applicable, so all staff is knowledgeable about and can maintain compliance with these standards.

Notably, in accordance with Section 11(c) of the OSH Act, Holistic Pharma does not discriminate against our dispensary agents for exercising their rights under the OSH Act. These rights include filing an OSHA complaint, participating in an inspection or talking to an inspector, seeking access to employer exposure and injury records, reporting an injury, and raising a safety or health complaint with the employer.

**Injury and Illness Prevention**
Holistic Pharma will require dispensary agents to report to a supervisor any personal health condition that might compromise the cleanliness, sanitation, integrity, safety, or quality of our dispensary facility or the medical marijuana products the dispensary agent might handle, or
that might impact the health and safety of patients, caregivers, visitors, or other staff members. To ensure this, Holistic Pharma will require all agents to be thoroughly trained and tested on the dispensary’s retail pharmacy inspired SOPs, including ensuring a clean and sanitary workplace akin to a high-end pharmacy or medical office. All illnesses and health conditions reported will be treated with extreme precaution. Employees will never be reprimanded for disclosing a health condition to a supervisor.

When notified, supervisors will in turn notify the dispensary manager and the on-site pharmacist, physician, or other licensed healthcare professional of the circumstances of the employee’s health condition. Collectively, the dispensary manager and the onsite healthcare professional will use their best judgment to protect the interests of the dispensary, always erring on the side of caution. Optional action plans include:

- Addressing the situation to eliminate the possibility of a cleanliness or quality issue with medical marijuana which might be handled by the employee (such as providing gauze or a band-aid in case of a minor cut)
- Segregating the employee from interacting with other persons and prohibiting them from handling medical marijuana
- Sending the subject employee home for the day to rest
- Advise the subject employee visit the emergency room or medical specialist

If the condition is more serious, the subject employee will be asked to refrain from returning to the dispensary until cleared by a physician.

Upon any instance of a reported health condition, the employee’s personnel file will be updated by the Human Resources Department for historical recordkeeping purposes.

**Medical Marijuana Product Handler Restrictions**
Holistic Pharma employees specifically working in direct contact with medical marijuana will additionally be subject to the restrictions on food handlers specified in 28 Pa. Code §27.153 (relating to restrictions on food handlers). Employees must conform to best hygiene and sanitary practices (inspired by the retail pharmacy industry) while on duty, including:

- Maintaining adequate personal hygiene
- Washing hands thoroughly in an adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated, and at all times before dispensing medical marijuana to a patient or caregiver

Those employees failing to follow medical marijuana product handler restrictions may be subject to suspension or termination.

**Hand Washing Facilities, Lavatories, and Other Local Building Code Requirements**
Holistic Pharma will provide our employees, patients, caregivers, and visitors with adequate and convenient hand-washing facilities furnished with running water at a temperature suitable for sanitizing hands. Such hand-washing facilities will be located within adequate, readily
Accessible lavatories that are maintained in a sanitary condition and in good repair. Effective non-toxic sanitizing cleansers and sanitary towel service or suitable hand drying devices will be provided.

Additional hand-washing facilities will be located within the dispensary where good sanitary practices require employees to wash and sanitize their hands (e.g., in the employee break room).

Notably, Holistic Pharma dispensaries will comply with all other applicable state and local building code requirements and will be ADA compliant.

**Medical and Safety Emergencies**
Holistic Pharma will ensure all employees are properly trained to quickly recognize and handle a variety of emergency situations that may arise at the workplace, including but not limited to medical emergencies, fires, severe weather, chemical spills, and so on. To facilitate any actions taken to address an emergency situation, our dispensaries will be equipped with:

- First aid kits
- CPR instructional posters and materials
- Signage identifying the contact information for the closest emergency responders and hospital systems
- Smoke and carbon dioxide detectors (hardwired with battery backup power)
- Fire extinguishers
- Fire alarms
- Posters identifying the quickest escape routes from the facility in the event of a fire or other life threatening emergency

Notably, the dispensary manager will ensure that an adequate number of dispensary agents have advanced occupational first aid training and that at least one such trained employee is on duty during all hours of operation. To ensure staff adequately internalize our emergency response plans, management will conduct regular unannounced fire and other emergency drills throughout the year.

**Sanitation and Safety Training**
Holistic Pharma will require all dispensary agents to be thoroughly trained on our sanitation and safety policies and procedures. Initial training begins upon hire and takes approximately 7-10 days to complete. All staff must complete initial training prior to commencing work.

Our training program comprises a series of classes, videos, workbooks, manuals, and one-on-one sessions to ensure compliance with dispensary rules, policies and procedures, sanitation and safety measures, Pennsylvania law and regulations, and job requirements and responsibilities. We will ensure trainees retain all pertinent information using multiple choice, open-ended question, and/or oral examinations upon the completion of each training session. Employees need to score at least a 75% in each subject before being permitted to work. As each examination has been successfully passed, trainees will be issued a certificate verifying
mastery of the subject, a copy of which will be retained by the Human Resources Department for safekeeping.

At least once annually, staff must attend refresher training courses, including at least 1 hour of refresher training on sanitation and safety protocol. Failure to attend annual refresher training will be grounds for suspension and possible termination.

Sanitation and safety training topics include:

- Contamination prevention measures
- Contamination remediation measures
- Quarantine procedures
- IPM techniques
- Equipment maintenance, cleanliness, and sanitation procedures
- Facility maintenance, cleanliness, and sanitation procedures
- Waste and rubbish removal policies
- Inventory quality assurance inspection procedures
- Employee hygiene policy
- Proper hand-washing techniques
- Medical marijuana handler restrictions, including applicable food handler restrictions
- Product handling and storage
- Injury and illness prevention policies
- Emergency response procedures
- First-aid and CPR techniques
- OSHA compliance

Dispensary agents will be trained to keep in mind that the health and safety of patients/caregivers and staff takes priority over all else.

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 Processes and Policies

DOH REDACTED
**Human Resources Records**
Holistic Pharma’s Human Resources Department will retain records of job applicants and employees, including but not limited to job applications, signed registration forms, signed employment agreements, State and Federal criminal background reports, annual reviews, initial and refresher training certificates of completion, etc., in accordance with our Human Resources policies. Human Resources will also retain electronic and hardcopy versions of all training materials and attendance records for at least 4 years. All employee files and other relevant records will be made available for inspection by the Department upon request.

**Diversity Plan Records**
Holistic Pharma is committed to our diversity plan and will keep accurate records to ensure its implementation, ongoing improvements where needed, and reporting. We will maintain applicant and employment records that reflect recruiting activities, the number and characteristics of applicants and employees, and our employment practices, such as hires, transfers, promotions, compensation decisions, and terminations. This includes maintaining applicants’ voluntary self-report form on race, ethnicity, and veteran, veteran-disabled, and disability status. This information will help us analyze whether we are attracting a diverse pool of applicants.

Additionally, Holistic Pharma will keep materials evidencing our affirmative action efforts. This includes items such as copies of 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 incorporating the regulatory equal opportunity clauses 41 CFR 60-1.4, 60-300.5, and 60-741.5.

Furthermore, Holistic Pharma will maintain documentation of the following as part of our internal AAP/EEO auditing and recordkeeping system:
1. 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 jobs
2. Log of job offers, hires, promotions, resignations, terminations, and layoffs by employment category, gender, and diversity group
3. Employment applications
4. Compensation records

Holistic Pharma will report on the participation level, by percentage, of diverse groups as owners, managers, staff, contractors, and professional service providers. These reports will include reports on promotions and advancements of individuals who are members of diverse groups, along with dollar amounts contracted to businesses representing diverse groups. These reports will be in addition to anything explicitly required by the state.

**Inspections, Servicing, Alteration, and Maintenance Records**
Holistic Pharma will conduct maintenance inspections at least once every month to ensure all tools and equipment are in good working condition and that any repairs, alterations or upgrades to the alarm, security, and surveillance systems are made for the proper operation of the systems. Staff will keep written logs of all maintenance activities performed which record the dates, times, affected equipment, actions taken, and the name and employee identification number of the agent performing the maintenance. We will retain records of all inspections, servicing, alterations, and upgrades performed on the systems for at least 4 years and will make the records available to the Department and its authorized agents within 2 business days following a request.

Pursuant to standard operation procedures (SOPs), Holistic Pharma will also maintain an accurate log recording the calibration of dispensing equipment, the maintenance of dispensing equipment, and the cleaning of dispensary equipment. Dispensary agents will be properly trained on calibration and recordkeeping protocol.

**Patient/Caregiver Records**
In accordance with Holistic Pharma check-in procedures, only those patients/caregivers who:
- (a) present current and authenticated identification documents, including a current government-issued identification card, Department-issued patient or caregiver identification card, and practitioner-issued patient certification documents with matching information,
- (b) have been verified in the Department’s database by authorized staff, and
- (c) have not already received their full allotment of medical marijuana (as determined by a review of the physician certification against the patient’s purchasing history records in the state’s database and our own internal inventory tracking program) may qualify to be dispensed medical marijuana products, so long as such dispensation does not exceed state-mandated or physician-mandated quantity limits. Upon each patient/caregiver’s first visit to our dispensary, a HIPAA compliant patient/caregiver file will be created which will contain:

- Completed patient/caregiver intake forms
- Signed releases, authorizations, acknowledgements, and other important legal documentation
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- Copies of all identification documents provided to the dispensary
- Copies of the practitioner certification (including copies of all certification renewals)
- Notes on special accommodations or treatment requested for the patient/caregiver

Upon the conclusion of our patient/caregiver check-in process, authorized dispensary agents must accurately update the state’s electronic tracking system with relevant information related to the visit (e.g., the time and date of the visit) using a computer or a portable tablet with internet connectivity assuring access to the database. Staff must also update the organization’s own HIPAA compliant, BioTrack THC electronic recordkeeping system with the pertinent information.

Patient/caregiver records will be updated upon each visit to our dispensary and will include all attempted and successful dispensations.

**Dispensing Transaction Records**

Prior to any dispensation, the service area agent will re-confirm (a) that the products ordered are compliant with any recommendations, requirements, or limitations set forth in the patient’s practitioner-issued certification, and (b) the quantity ordered does not exceed state-mandated or physician-mandated quantity limits by reviewing the patient’s purchasing history records in the state’s database and our own internal inventory tracking program. If the order is lawful, the agent will inspect each product’s packaging and labeling to ensure integrity and compliance with Pennsylvania law, then complete the dispensation process and accept payment.

Upon the successful completion of the transaction, the agent will issue a transaction receipt then access and update the patient certification in the Department’s electronic tracking system with information recorded on the receipt, including:

- The name, address, and permit number assigned to Holistic Pharma
- The name and address of the patient and, if applicable, the patient’s caregiver
- The date and time of dispensation
- Any requirement or limitation noted by the practitioner on the patient’s certification as to the form of medical marijuana that the patient should use
- The quantity, type, and form of medical marijuana dispensed
- Any other required data, including all information found on the applicable transaction receipt

In accordance with 28 PA Code §1161.23(d), except as provided in Sections 2001-2003 of 35 P.S. §§10231.2001-10231.2003, applicable staff will destroy any paper copy of the patient certification or delete any electronically recorded patient certification stored on the dispensary’s network, server, or computer system as the result of a transaction after the receipt relating to that transaction has been filed with the Department through its electronic tracking system.

Upon each completed transaction, Holistic Pharma will update the Department’s electronic tracking system with the information contained on the dispensation transaction receipt, thereby
ensuring real-time, accurate information on patient/caregiver dispensing activities are readily available to system users. If applicable, the agent will also update the Department’s electronic tracking system with any recommendations as to the form or dosage of medical marijuana that is provided. Thereafter, the dispensary agent will record identical information in BioTrack THC. All information recorded into the two systems must match.

If a patient/caregiver attempts to acquire an unauthorized or non-compliant quantity of products, staff must deny the attempted transaction. Upon each instance of denial of service, staff will update the state’s electronic tracking system as well as Holistic Pharma’s internal patient records.
Part E – Applicant Organization, Ownership, Capital and Tax Status
(Scoring Method: 150 Points)

SECTION 18 – ORGANIZATIONAL STRUCTURE

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<td>State of Incorporation or Registration: Pennsylvania</td>
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<tr>
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<td>PA Workers’ Compensation Policy Number (if applicant is currently doing business in Pennsylvania):</td>
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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:
Since 2012, the Director of Operations for Holistic Pharma, Rick Genderson, has operated Holistic affiliates as highly successful licensees in the Medical Marijuana industry in multiple jurisdictions, maintaining an unparalleled standard of excellence in operations, customer service, and the production of innovative products and patient-focused care. Affiliated enterprises are in various stages of facility development in the Maryland and Massachusetts Medical Marijuana programs and are operational in Arizona and Washington, DC.

We are confident in our ability to become a fully compliant and financially strong operator, a leader and top producer in Pennsylvania, by leveraging our proven, hands-on Medical Marijuana operating successes in other markets, combined with our deep financial resources and strong and most capable Pennsylvania based team of employees and professional advisors. If we are awarded a Pennsylvania license, not only are we confident we would become a leading Dispensary Operator, but we also have the potential to play a very significant and meaningful role in the research and development of new and effective medical treatments that could improve the conditions of countless patients and advance the practice of medicine to the benefit of future generations.

While Holistic Pharma, its principals and affiliates have extensive experience in developing successful medical marijuana operations in other states, which lays the foundation for us to withstand the growing pains of an entirely new Medical Marijuana program, we also bring a significant degree of broader business experience, many years of expertise in the legal sale of controlled substances (i.e., wine and spirits), the highly regulated automotive aftermarket, an entrepreneurial spirit, a team of world class medical and health care professionals, and a deep personal interest in the well-being of those who suffer from the serious conditions that Pennsylvania’s Medical Marijuana program is designed to alleviate.

Holistic Pharma has established a mission, in addition to being a Dispensary licensee, to be engaged in and support the development of pioneering products to improve the treatment of the wide range of serious medical conditions listed in Pennsylvania’s Medical Marijuana Act. Our Medical Advisory Board includes three highly respected and accomplished physicians, each with their own extensive research backgrounds, and whom intend to use their collective expertise to help Holistic develop research to focus on critical aspects of medical marijuana such as:

1) analyzing the mechanisms of therapeutic action and adverse effects for various cannabinoids,
2) assessing the influence of patients’ physical and social environments on the course and progression of disease and the effectiveness of Medical Marijuana treatments,
3) evaluating the impact of the implementation of Pennsylvania’s Medical Marijuana Act on access patient to dispensaries and on patient use of other controlled substances,
4) evaluating the impact of Medical Marijuana use on family life, community health, and public safety,
5) developing novel technologies and engineering approaches for Medical Marijuana cultivation, extraction, formulation/preparation and delivery, and strain efficacy.

Our goal is to leverage the results of all research conducted and adjust our operations, equipment, systems, procedures, product offerings and medical focus accordingly to ensure we remain at the vanguard of product manufacturing and patient-focused services.

Licensed Out of State Affiliates
Holistic Pharma brings critical knowledge and expertise to the Pennsylvania Medical Marijuana program in the safe dispensing of Medical Marijuana infused products using only the best practices in pharmaceutical manufacturing, quality control, and distribution. Collectively, we are an affiliation of seven distinct companies holding and/or operating Medical Marijuana licenses in three strictly regulated markets: Maryland, Massachusetts, and Washington, DC. These seven companies hold a multitude of dispensary and grower/processor licenses in various stages of operations for the growing, processing, and/or dispensing of Medical Marijuana. All our affiliated licenses have maintained perfect regulatory compliance records and have outstanding reputations.

Holistic Remedies LLC, established in 2011, was Washington DC’s first licensed Medical Marijuana grower/processor and for more than two years, it owned and operated one of only three grower/processor facilities serving the District.

Organic Wellness LLC, is a Medical Marijuana grower/processor licensee vetted and approved by Washington DC’s regulators during the program’s second round of issuances in 2014. Organic Wellness was among the quickest licensees to build out its innovative, environmentally-controlled indoor facility. These two companies represent 25% of the operational licenses in DC, and have a perfect record in the rigorous monthly inspections conducted by the District’s DOH and Police Department. Moreover, there have been no incidents of product diversion nor criminal activity and no complaints from any neighbors since commencement. The companies’ facilities have been visited by DC Mayor Muriel Bowser and District leaders and have hosted multiple educational tours for researchers, scientists, industry consultants, attorneys, municipal and state leaders, and Medical Marijuana program regulators from across the country. Proudly, the companies have been profiled in a documentary report produced by the Brookings Institute and have stellar reputations in the marketplace. Importantly, both Holistic Remedies and Organic Wellness focus on manufacturing specialized Medical Marijuana infused products: high CBD medicinal products containing less than 1% THC by weight which are specifically used to safely, and humanely, treat qualifying children with epilepsy (note, these revolutionary products do not produce psychoactive side effects in patients, easing parents’ anxiety when treating their children with Medical Marijuana). Working directly with these patients and their parents, our affiliates have created a line of groundbreaking products which are now being imitated by competitors.

Takoma Wellness LLC, is a family-owned Washington, DC dispensary established in 2013 by husband and wife team, our Director of Dispensary Oversight & Compliance- Rabbi Jeffrey Kahn and his wife Stephanie, a nurse. Takoma Wellness is the only dispensary in DC, and one of only a handful in the country, certified as “Patient Focused” by Americans for Safe Access, and has been selected to provide training for compliance inspectors operating under the authority of the Maryland Medical Cannabis Commission (to be certified Patient-Focused, dispensaries undergo a rigorous evaluation and must be recertified each year). Since opening its doors in 2013, the dispensary has passed rigorous monthly inspections conducted by the District’s DOH & Police Department and has had zero incidents of product diversion or criminal activity. Furthermore, it has had zero complaints from neighbors, has served thousands of unique clients, has been visited by DC Mayor Muriel Bowser, has hosted
It is the only DC dispensary providing high CBD products containing less than 1% THC used to treat epilepsy (often in children) and these products are manufactured by Holistic Remedies and Organic Wellness.

**Holistic Industries, Inc.** is another non-profit Medical Marijuana company which is currently in the build-out phase of Massachusetts’ licensing process. This affiliate has secured ideal property in Monson, MA for its 60,000+ sq. ft. state-of-the-art grower/processor facility, and has secured property in Somerville, MA for its flagship dispensary facility. Holistic Industries, Inc. is now finalizing dispensary facility negotiations for two additional retail locations in Saugus, and Worcester. All Massachusetts facilities are expected to commence operations within the next 6 months.

**Rosebud Organics LLC and Holistic Industries LLC,** were recently awarded two of the 15 available processor licenses in Maryland, where there were 124 competing applicants (by far the most competitive Medical Marijuana program in the nation to date). Holistic Industries LLC was additionally awarded one of the 15 grower licenses, amongst 146 applicants, making it one of only seven integrated licensees in the state. Both Holistic Industries and Budding Rose LLC each secured one Maryland dispensary license, of 811 applicants for the 102 issued licenses. It should be noted that Maryland accepted nearly 1000 applications for their licenses. Through our affiliate’s collective experiences, we have developed Standard Operating Procedures (SOPs) that mirror pharmaceutical policies and procedures which will be used to train our locally sourced Pennsylvania staff members. Generally, our proprietary SOPs, which incorporate elements of pharmacy best practices, will be adapted where needed to the specific regulations governing the Pennsylvania Medical Marijuana program and will continue to be updated on a regular basis to keep pace with new methodologies, technologies, innovations.

**Our Executive Board, Medical Advisory Board and Professional Advisory Boards are comprised of a multitude of leaders in business, finance and the legal professions, medicine, research, law enforcement, and the Medical Marijuana profession, many of whom are deeply rooted in the Pennsylvania community.**

**Director of Human Resources & Principal- Staci Walkes**

**Staci Walkes, Esq.** is a Human Resources expert with decades of experience in HR management and labor law. Staci practiced at Obermayer, et al, in the Labor and Employment Department with responsibilities in all aspects of employment litigation and resolution, labor negotiations and arbitration, and general management counseling. Thereafter, she was legal counsel and HR Director for Waste Management, Inc. with oversight of management training, affirmative action, employee counseling, complaint investigation and resolution. She also advised management of the Eastern Area’s 17,000-person workforce, including issues related to hiring, firing, employee discipline, and legal compliance. In 2003, Staci became the HR Manager for Toll Brothers, where she oversaw management development, and implemented an innovative employee wage program. Staci graduated Tufts University *Magna Cum Laude* with a BS in Psychology and earned her Juris Doctorate from the University of Pennsylvania Law School.
Director of Operations- Richard Genderson
Rick Genderson brings proven and extensive operating experience with seven companies licensed to grow/process and dispense Medical Marijuana in highly regulated environments. In Washington DC’s Medical Marijuana program, he is President of Organic Wellness LLC, a Cultivation Center licensee. Organic Wellness was among the quickest licensees to build out its indoor Cultivation Center and commence operations. In Maryland’s Medical Marijuana program, Rick is an owner and principal officer of Rosebud Organics, which was recently awarded one of the 15 limited processor licenses after a rigorous and competitive application process, and Budding Rose, which was recently awarded one of the three dispensaries permitted in Senatorial District 16 (Montgomery County). These Maryland companies are now in the facility design and build-out phase as they move towards operational status, anticipated in Spring 2017. In Massachusetts’ Medical Marijuana program, Rick is a Board Member and Chief Financial Officer of Holistic Industries, Inc., a non-profit, vertically integrated Medical Marijuana company granted a Provisional Certificate of Registration for one grower/processor facility in Monson, MA and one dispensary in Somerville, MA. The company has been invited to submit Siting Plans for two additional dispensary locations. In Arizona’s Medical Marijuana program, Rick serves as a Board Member of SWC Tempe and 203 Organix, each nonprofit Medical Marijuana companies licensed by the State of Arizona. Outside of the Medical Marijuana industry, Rick brings many years of financial management experience to Holistic Industries as Treasurer of Schneider’s of Capitol Hill, a family-owned and operated wine and spirit shop and one of the top retailers in its field in the country with $14 million in sales annually. He has also served as its President/CEO in the past.

Director of Dispensary Oversight & Compliance- Rabbi Jeffrey Kahn
Rabbi Jeffrey Kahn brings specialized expertise in Medical Marijuana dispensary management and public policy, along with a strong belief in allowing relief to human suffering that is embedded within his faith. Jeff is the founder, owner, and operator of Takoma Wellness Center, one of Washington DC’s premier Medical Marijuana dispensaries. As a recognized authority in the field of Medical Marijuana policy, Jeff has testified before Congressional and DC committees. He has served on dozens of policy panels at national conferences, including the Marijuana Business Conference & Expo, where he presented “Strategies for Surviving in a Small or Heavily Regulated Market” and the Americans for Safe Access Unity Conference, where he presented “Advancing Evidenced Based Medical Marijuana Policy.” He has published on Medical Marijuana in Time Magazine and in various op-eds, and has been the subject of numerous articles and interviews. Ordained as a Rabbi in 1981, Jeff worked for 30 years as a congregational Rabbi managing large budgets and a supervising diverse staff. As a Rabbi, he became aware of the need to develop medicine that could relieve the suffering of patients with specific diseases; in the early 1980s he worked with some of the nation’s first patients diagnosed with HIV/AIDS, before pharmaceuticals became available. He has served as CEO of the Interfaith Drug Policy Initiative, a Washington DC based nonprofit organizing religious leaders around drug policy reform based on principles of compassion, morality, and community involvement. He has received extensive Medical Marijuana training at Oaksterdam University in Oakland, California, Greenway University in Denver, Colorado, and Medgrow Cannabis College in Southfield, Michigan.
Director of Administration- Keith A. Morgan

Keith A. Morgan is a seasoned and highly successful entrepreneur, with over 30 years of leadership in many aspects of management, business development, brand awareness, customer service, operational excellence and marketing.

Keith spent most of his career with AAMCO Transmissions, the world’s largest chain of transmission repair centers, as its CEO from 1992 to 2006. Under Keith’s leadership, AAMCO’s annual sales grew by over fifty percent to $600 million with 750 locations across 47 states, and serviced over twenty-five million vehicles. Prior to AAMCO, Keith was employed as President/COO at Master Lease Corporation, a national equipment leasing company headquartered in Bala Cynwyd, PA. Under Keith’s leadership, Master Lease became the largest independent lessor of telecommunications equipment in the US.

In 2004, Keith launched K&AM Investors LP, a private investment fund, and serves as its Chief Investment Officer, overseeing a portfolio of over $300 million in marketable securities. In 2010, Keith acquired the Development rights to launch Krispy Kreme Doughnuts in the Philadelphia Market. In 2016, his stores were recognized by Krispy Kreme as one of the most successful markets in the Country based on same store sales increases.

Keith grew-up in Lower Merion, PA and graduated from the University of Pennsylvania Cum Laude with a BS in Psychology. He has served on the board of many non-profit’ such as The Free Library of Philadelphia, The Shipley School, Suzanne Morgan Foundation, Cancer Support Community, and Penn Medicine. He was on the Board of Trustees of Penn Medicine from 2005 to 2014, and served as a Vice Chairman of the Campaign Cabinet, which oversaw a seven-year capital campaign that raised $1.4 billion. Currently a Penn Medicine Board Trustee Emeritus, he serves on the Cardiovascular Leadership Council, the Development Committee, and the Women’s Health Leadership Council, which he founded in 2008.

Medical Advisory Board Chair- Dr. Mitesh Patel

Mitesh S. Patel, MD, MBA, MS is an Assistant Professor of Medicine and Health Care Management at both the Perelman School of Medicine and The Wharton School at the University of Pennsylvania, and is the Director of the Penn Medicine Nudge Unit. He is a Primary Care Physician at the Crescenz Veterans Affairs Medical Center in Philadelphia and on faculty at the Penn Medicine Center for Health Care Innovation and the Center for Health Incentives and Behavioral Economics. His research focuses on studying innovative ways to change health behaviors and improve health outcomes by combining digital health approaches that collect data using wireless and wearable devices with engagement strategies that leverage insights from behavioral economics. He has led more than 10 clinical trials that evaluated financial and social incentive designs within hospitals and in partnership with insurers, employers, and community organizations. As Director of the Penn Medicine Nudge Unit, he leads an initiative within the health care system to systematically test ways to apply insights from behavioral science to choice environments to improve health care value and outcomes.

Dr. Patel has received a Career Development Award from the Department of Veterans Affairs and a Clinical Scientist Development Award from the Doris Duke Charitable Foundation. His work has been published in leading medical journals including the New England Journal of Medicine, JAMA, Annals of Internal Medicine, and Health Affairs and featured in numerous media outlets including the NYT, WSJ, Washington Post, Forbes, Bloomberg, Time, NPR and CNN.
Medical Advisory Board Member- Dr. Cherie P. Erkmen

Dr. Cherie P. Erkmen currently serves as Associate Professor in Thoracic Surgery at the Katz School of Medicine at Temple University. She is the Program Director for the Temple-Fox Chase Cardiothoracic Fellowship and Director of Lung Cancer Screening for the combined Temple Lung Center-Fox Chase Cancer Center Program. Her clinical interest is in robotic and minimally invasive surgery for lung cancer and thoracic disease. Her current research focus is in health care delivery to the underserved community of North Philadelphia. She graduated from the University of California, Berkeley with the Highest Distinction bestowed upon Undergraduates and then attended medical school at UCLA, serving as President of Students for 4 years. She earned The UCLA Medal for Most Outstanding Graduate Student upon graduation. She trained in general surgery at Harvard’s Brigham and Women’s Hospital and continued with fellowship in cardiothoracic surgery at the Brigham. She spent 6 years at Dartmouth, ascending to the position of Chief of the Comprehensive Thoracic Oncology Program and Co-Director of the Lung Cancer Screening Program.

Medical Advisory Board Member- Dr. Kadir Erkmen

Kadir Erkmen, MD, FAANS, is the Associate Professor of Neurosurgery at Temple University School of Medicine. Dr. Erkmen’s focus and passion both clinically and from a research standpoint is to improve outcomes in patients with complex medical conditions. Board-certified in Neurosurgery, Dr. Erkmen earned his Medical Degree from University of Maryland School of Medicine. He completed both a General Surgery Internship and Neurosurgery Residency at Brigham & Women’s Hospital and Children’s Hospital at Harvard Medical School in Boston. Dr. Erkmen also completed a Research Fellowship at Boston Children’s Hospital investigating the role of stem cells in the treatment of neurological conditions. Dr. Erkmen’s research has been funded by the National Institutes of Health (NIH) and he has authored more than 60 peer-reviewed articles, abstracts and textbook chapters and has earned many awards and honors, including the National Research Service Award from the NIH.

Head Pharmacist- Hemin Vaidya

Hemin Vaidya, Pharm D. has over 17 years of experience as a Pharmacy manager in retail pharmacy operations and recently became a partner at Apotheco Group which operates dermatology specialty pharmacies. He will be the managing partner at Penn Medical Pharmacy which will open in mid-2017 in Yardley, PA to service the Northeast Pennsylvania market. He holds a Doctor of Pharmacy degree from the University of Kansas.

With a passion for helping the community in their healthcare needs, he strives to achieve excellence through hard work and dedication. He has spent his entire life looking for better ways to serve the public and help others navigate our complex healthcare system. He has been recognized four times as a CVS Paragon award recipient for excellence in Pharmacy Management.

Director of Legal- Abraham C. Reich
Abraham C. Reich, Esq. is co-chair of Fox Rothschild LLP, a national law firm founded in Philadelphia with 22 offices and 750 attorneys. Abe was included in a list of "Top 10 Lawyers in Pennsylvania" by Philadelphia Magazine and by Law & Politics Magazine. Abe’s practice involves all aspects of business litigation, including antitrust, securities, trade secrets, intellectual property matters, legal ethics and professional responsibility, alternative dispute resolution, and other corporate matters. Abe graduated from the University of Connecticut, Phi Beta Kappa and earned his JD from Temple Law School as a member of the Law Review. Fox Rothschild will be responsible for advising Holistic Pharma on all regulatory and compliance matters.

Director of Community Affairs & Principal- Alixandra J. Batoff
Alixandra J. Batoff is a seasoned law professional with over two decades of experience as an attorney handling a broad diversity of legal matters. From her early days filing briefs, to her current role as the general counsel for a large private investment partnership, she brings a sharp mind and dedication to her work. She is a member of both the Pennsylvania and New Jersey BAR. Over her career, Alix has served as a clerked with four different Judges in Philadelphia, and also as a legal recruiter, where she placed and advised attorneys for various positions.
Since 2004, Alix has served as Partner & Legal Counsel for K&AM Investors, LP in whereby she provides legal advice for as private investment fund which manages a $300 million portfolio of marketable fixed income and equity securities, hedge funds, and private equity investments.
Alix grew up in Wynnewood, Pennsylvania and attended the prestigious Baldwin school. She earned a BS degree in Psychology from GW University in Washington, earning a 3.9 GPA in her major and graduating in the top 2% of her class, with “Special Honors.” She then attended Delaware Widener Law School graduating in the top 5% of her class. Additionally, she holds a Master’s in Education from Cabrini University, where she achieved a perfect a 4.0 GPA.

Director of Patient Relations- Eileen B. Gratton
Eileen B. Gratton, RN is a licensed medical professional with over 45 years’ experience in various nursing positions. She started her nursing career as a staff nurse in medical surgical nursing & pediatrics which then led to a position as a faculty member at Fitzgerald Mercy School of Nursing. She also taught obstetrical nursing at Montgomery Hospital, Delaware County Community College and Widener University. Subsequently, she practiced public health nursing in a well-baby program and was Director of a Pediatric program in a Home Health Agency.

Because of her extensive experience in both pediatrics and obstetrical nursing, she saw the need in the community for developing a home care agency devoted exclusively to the needs of the pregnant women and newborn babies and staffed exclusively by pediatric and obstetric nurses. In 1991, she became the co-founder, director, and administrator of Stork Watch Inc. The agency provided nursing care to the obstetric patient that included nursing assessments, teaching and preventive care, as well as assessing and caring for the newborn. The agency
serviced Delaware, Bucks, Montgomery, Lehigh, Berks and Chester counties in Pennsylvania. Eileen was instrumental in negotiating contracts with major insurance companies to provide nursing services to their obstetric patients. After the sale of the agency, she began working for Wyeth, mentoring new employees, and serving as Staff Manager, and Quality Manager.

**Director of Construction- Larry C. McCrae**

Larry C. McCrae is the owner and president of Larry C. McCrae Inc., a general, electrical, and telecommunications contracting company (certified as a Minority Business Enterprise) with annual volume of $20 million. It is one of the largest, if not the largest, African American owned electrical contractor in Pennsylvania. Larry is responsible for delegation of daily business work flow, coordinating organizational meetings for current projects, business development, and analyzing and interpreting electrical contracts. He supervises numerous departments and has overseen the following projects: UPenn Jon Huntsman Hall, City Hall Marriott, Philadelphia Mayor’s and Chief of Staff’s Offices, Philadelphia Zoo Primate Facility, Eagles Practice Facility, Philadelphia Airport Retail Spaces, U-Penn Perelman Center for Advanced Medicine, and the Temple Science & Research Center. He served in the US Marine Corps Reserves and is on the Board of Directors for the African-American Chamber of Commerce and for “Bebashi-Transition to Hope”, a full-service HIV/AIDS organization which supports low-income people of color with HIV disease. Larry graduated from Overbrook HS and earned a degree from Temple University.

**Director of Security- Former Police Chief William Albany**

William Joseph Albany recently retired as Chief of Police for Limerick Township in Montgomery County. He held this position since February 2004, when he retired as the Patrol Commander of the Lower Merion Township Police Department after 27 years of service. From 2009 to 2012, Chief Albany served as the Chief of the Montgomery County Major Incident Response Team. He left this position to serve as the vice president of the Police Chief’s Association of Montgomery County. He subsequently was appointed as the President and Executive Board Chairman of the Chief’s Association in 2014 and 2015. Additionally, he also served the Vice Chair of the Public Safety Workgroup for the Southeast PA. Terrorism Task Force.

Chief Albany has been commended by the Federal Bureau of Investigation for his work in developing the first federal, state and local law enforcement Integrated Comprehensive Exercise at a U.S. nuclear power plant. He has presented to the Nuclear Regulatory Commission and the Chemical Heritage Foundation on municipal police protection of critical infrastructures. In addition to numerous department citations, he has been commended by the Pennsylvania House of Representatives and is a recipient of the American Legion Medal of Merit.

Chief Albany has worked privately as special weapons and tactics instructor for the National Tactical Officers Association and as a consultant in fleet safety. He is a graduate of the Northwestern University School of Police Staff and Command and has a BS in Administration of Justice and a M.S. in Public Safety Administration, both from Saint Joseph’s University.

**Director of Diversity- Jannie K.Lau**
Jannie K. Lau is EVP, General Counsel and Secretary of InterDigital, Inc., an S&P 400® technology company (NASDAQ: IDCC). Ms. Lau manages the company’s legal and government affairs functions, including a portfolio of over 20,000 patents and patent applications, and advises the Board of Directors on legal, governance and compliance matters. Ms. Lau has been honored as one of Pennsylvania’s “Most Powerful & Influential Women” by the National Diversity Council, as a “Best Under 40” by the National Asian-Pacific American Bar Association, as a “40 Under 40” by the Philadelphia Business Journal and a “Woman of the Year” by The Legal Intelligencer. She serves on the Board of Trustees of Pennsylvania Academy of the Fine Arts, the Board of Directors of the Delaware Children’s Museum, and the Radnor Township Democratic Committee.

Ms. Lau is an honors graduate of the University of Pennsylvania Law School, where she served as Executive Editor of Volume 150 of the University of Pennsylvania Law Review and was admitted to the Order of the Coif. She currently serves as Vice President of the Penn Law Alumni Society. Ms. Lau earned a Bachelor of Arts in English and Comparative Literature from Columbia University.

Director of Accounting- Tejas Ajmeri

Tejas Ajmeri is a seasoned finance and accounting professional with demonstrated success in driving efficiency and productivity. Tejas has over ten years of experience directly overseeing operations in a multitude of finance functions within the hospitality, restaurant and real estate industries. He also has strong direct managerial experience from serving as a managing partner in three entrepreneurial ventures in the food & beverage space, where he is responsible for the management of all financial areas and reporting.

Tejas has served in the United States Army. As an enlisted team leader in the Army, Tejas received numerous medals, especially for his extensive peace keeping tour in Bosnia Herzegovina. He was honorably discharged in 1999.

Tejas earned a Master’s Degree in Finance from Pennsylvania State University. Tejas also served as an ambassador for the Asian American Hotel Owners Association (AAHOA), which is a 10,000+ member organization supporting small business owners throughout the country.

Director of Finance & Treasury- Stefanie Langer

Stefanie Langer is the Founder of DaVinci Advisors LLC, which offers strategic, operational and financial consulting services to alternative asset managers and early growth companies. Most recently, she served as a Strategic Advisor to Center Square Investment Management, a REIT and private real estate investment manager in suburban Philadelphia. Ms. Langer has also been an Investor Relations Partner with Patriot Financial Manager LP and with Quaker Partners Management LP. Previously, she oversaw investor relations and reporting for six affiliated private equity and real estate firms. Prior to that, she was Director- Investor Relations & Business Development for Pegasus Capital Advisors, a middle market special situation private equity fund manager. Ms. Langer also served as a Managing Director at
Hamilton Lane Advisors where she was responsible for key client portfolio management. Prior to Hamilton Lane Advisors, she worked for Ernst & Young as a Principal, as an AVP with Corestates Capital. Ms. Langer is a graduate of Franklin and Marshall College and serves as a volunteer in a variety of financial industry and philanthropic organizations.

**Director of Health & Wellness - Jeremy Workman**

Jeremy Workman has been passionate about health and fitness since he was an early teen, as his interest in weightlifting lead him to learn more not just for himself, but to be able to teach others. Jeremy graduated from West Chester University with a BS in Kinesiology. He has been involved in health and fitness for more than 20 years providing customized strength, conditioning, and flexibility training in personal training sessions. He is a licensed Massage Therapist, specializing in Swedish and Therapeutic Massages, and Myofascial Release, Reiki, and Reflexology. These treatments support clients with chronic muscular pain, sleep issues, headaches, low energy, flexibility issues, and chronic stress. In his two decades in the industry, Jeremy has worked with a variety of clients, ranging from people with muscular injuries, cancer, teenagers, the elderly, long distance runners, college athletes and sufferers of chronic pain.

Jeremy enjoys working with clients at all levels of fitness, and helping them reach, maintain, and exceed their goals. He believes in teaching healthy lifestyle choices so that people can improve their health and maintain gains in strength, fitness, cardiovascular health, and mental well-being while avoiding injury and illness.

Outside of work, Jeremy enjoys the sort of active lifestyle that he encourages in his clients, actively participating in weightlifting, running, racquetball, hiking, and golf. Family and heritage are also important to Jeremy. He is a Native American, a member of the Lumbee Tribe.

**Access to Substantial Pool of Capital**

We are fortunate to benefit from having access to deep financial resources, as outlined in the “Affidavit of Capital Sufficiency” which lists six bank accounts with over $65,000,000 in cash and marketable securities. Our business track record speaks for itself, and it is based on a foundation on the conservative principals of highly disciplined fiscal management combined with a never-ending commitment to make the best products possible, and a relentless pursuit of 100% customer satisfaction.

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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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<td><strong>First Name:</strong> Staci</td>
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<td><strong>Occupation:</strong> Aftercare Program</td>
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Note: The form contains redacted information for privacy reasons.
**SECTION 21 – OWNERSHIP**

In this section, list all persons with a controlling interest in the business, defined as follows:

1. For a publicly traded company, voting rights that entitle a person to elect or appoint one or more of the members of the board of directors or other governing board, or the ownership or beneficial holding of 5% or more of the securities of the publicly traded company.
2. For a privately held entity, the ownership of any security in the entity.

Complete the appropriate section(s) below:

### A. FOR C-CORPORATIONS, S-CORPORATIONS, LLCS AND LLLCs

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# Medical Marijuana Dispensary Permit Application

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## Pennsylvania Department of Health

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

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

B. For partnerships and LLPs

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[Information and logo]
# Pennsylvania Department of Health

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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 (CONTD.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.**

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

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

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**DOH**

| Nature, type, terms and conditions of the interest in the applicant: |

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

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**Nature, type, terms and conditions of the interest in the applicant:**

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**Nature, type, terms and conditions of the interest in the applicant:**

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IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER PERSONS HOLDING AN INTEREST IN THE PROPOSED SITE OR FACILITY IN A SEPARATE DOCUMENT TITLED “OTHER PERSONS HOLDING AN INTEREST IN THE PROPOSED SITE OR FACILITY (CONTD.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT 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:

**DOH REDACTED**
DOH REDACTED

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:
The owners, operators, and advisory board members of Holistic Pharma have all fully embraced what they see as a rare opportunity – the chance to merge their proven entrepreneurial expertise with their long-standing personal commitments to philanthropy. While distributing a product that can be used to treat disease and alleviate suffering is incredibly honorable, that is just the starting point of the team’s shared mission. Yes, this dedicated group of men and women want to comfort the citizens of their home state afflicted with diseases like cancer and epilepsy, and free from the horrible side effects of diseases like Multiple Sclerosis and Parkinson’s. This team has also envisioned projects and programs that extend beyond the creation of medicine. Relationships are in place, and programs have been crafted, to help fight multi-generational economic challenges in Southeast Region, to research and better understand the scourge of addiction – especially opioid addiction, and to help remove the roadblocks that often prevent poor, inner-city children from reaching their full potential. These programs are just the beginning of what the creative, industrious, community-focused members of the Holistic Pharma team are looking to accomplish.

You need only a brief glimpse into the backgrounds of Keith Morgan and Rick Genderson, the owners of Holistic Pharma, to uncover two men with deep and passionate commitments to philanthropy. These two men, along with their Board Members, have long histories of commitment to community involvement. None are new entrants into the world of giving. It is part of their makeup, and they are heartened by the idea of further exploring avenues to help others. Please see Section IV – HISTORY OF PHILANTHROPY – for full details of the personal charitable involvements of the Holistic Pharma team.

I. Holistic Pharma’s Impact upon Philadelphia, Bucks and Montgomery County Communities

When considering sites to open Dispensaries, both Keith Morgan and Rick Genderson sought locations where Holistic Pharma could truly become a strong community partner, a good corporate neighbor, and maximize the number of patients whom can be served. The sites that Holistic Pharma has chosen in these three Counties were specifically chosen because jointly they are highly accessible by a tremendous percentage of the population in the Southeast Region. In fact, within the five mile radius of these three sites, the combined daytime population is over 900,000 people and the Counties they serve are rank as three of the four largest in the state, consisting of a combined population exceeding 2.9 million citizens. It is amongst the highest populated area of the state, if not the highest. All sites are fully accessible by both public transportation and major highways, and have more than ample parking spaces. Each Holistic Pharma Dispensary is expected to have approximately twelve employees and we are committed to hiring from the immediate local community.
II. Holistic Pharma’ Impact Upon the Commonwealth of Pennsylvania

As detailed further in Section IV – History of Philanthropy – Professional Advisory Board Member and Director of Diversity, Jannie Lau has long committed both time and finances to providing job training and educational assistance to highly at-risk high school seniors. The Jobs for Delaware Graduate organization provides support during that critical period of time when students begin to imagine their lives after they leave the school system. Adopted across the country and known nationally as the Jobs for America’s Graduates, these programs are committed to helping Communities such as those surrounding our Dispensary sites. If awarded a license, Holistic Pharma will work closely with Jannie to bring her wealth of knowledge in creating job training programs our Dispensary communities.

If Holistic Pharma is awarded a license, the Southeast Region, and these three counties more specifically, will be the beneficiaries of not only short term construction jobs, but also long term employment opportunities and a jobs training program. That, however, is only the start of Holistic Pharma’ positive impact in the region. Holistic Pharma is looking to participate in a number of other wide ranging public service projects as detailed below.

A. Gaudenzia Partnership. If granted a license, Holistic Pharma and its sister company Holistic Farms, will jointly partner with Gaudenzia, a drug and alcohol treatment program that operates in over 151 centers across Pennsylvania, Delaware, and Maryland. Gaudenzia, as explained in its mission statement, “helps people affected by drug and alcohol dependency, mental illness and related conditions to achieve a better quality of life and become accountable individuals.” In order to aid Gaudenzia in achieving its goal of “helping individuals, families and communities overcome the ravages of addiction”, Holistic Pharma, along with its sister company Holistic Farms, has initially committed to donating a minimum of $100,000 to this most worthy organization over the next two years.

Gaudenzia’s Director of Development, Gadi Aronson, has earmarked Holistic Farm’s initial donation for Gaudenzia ‘Centro Primavera’. Centro Primavera, located at 2751 North 5th Street in Philadelphia, is a prevention program for elementary school-aged children. (Interesting note: According the Gaudenzia’s research, every dollar invested in preventative treatment yields a savings of $7 to $12 in societal costs, thus reducing the burden on the public health and welfare as well as the criminal justice systems.) The program is dedicated to helping children in high-risk neighborhoods develop long lasting, life-changing “prevention skills”. Centro Primavera teaches children about self-esteem, and provides them with knowledge and understanding of the risks associated with abusing alcohol, tobacco, and other drugs. Through activities with positive role models, including educators, social workers and law enforcement professionals, the children are exposed to impactful career paths and learn to recognize positive support systems. The program is situated in a severely impoverished and heavily addicted neighborhood in the heart of North Philadelphia. Neighborhoods like the ones these children live in continue to be ravaged by the scourge of drug and alcohol addiction.
Each year, Gaudenzia Centro Primavera directly serves approximately 800 children, through on-site partnerships at Philadelphia School District elementary schools in the neighborhood. On a daily basis, approximately 100 children enjoy wholesome snacks while doing homework and are engaged in arts and crafts activities under constant supervision. Gaudenzia offers this service to the community free of charge. Without this program, the same youngsters would be alone at home, fending for themselves in one of the most unstable neighborhoods in Philadelphia. On school holidays and during the summer months, Gaudenzia Centro Primavera operates a summer camp for neighborhood children. By offering a year round support system, Gaudenzia Centro Primavera works to ensure that these children, many of whom reside in Spanish-speaking only households, have the English language instruction and learning assistance they need to successfully navigate their schooling.

In addition to this initial gift, Holistic Pharma and Holistic Pharma have discussed with Gaudenzia the possibility of earmarking additional contributions for Gaudenzia’s permanent endowment fund to further fight for the well-being of fellow Pennsylvanians. Such endowment contribution would boost Gaudenzia’s ability to help offset the cost of life-saving treatment scholarships for people who could not otherwise afford to pay for it on their own. Approximately 17,000 individuals are admitted for treatment at Gaudenzia facilities each year. The overwhelming majority of these people are not just addicted, but jobless, destitute, without commercial health insurance, and not enrolled in the Medicaid system. Gaudenzia estimates that the benefit derived from future investment from Holistic Pharma would allow Gaudenzia to admit thousands more deserving individuals into treatment, each with loved ones and extended family members who will also benefit from Gaudenzia’s multi-faceted approach to rehabilitation.

B. Lung Cancer Awareness Program. In addition to the help offered to Pennsylvanians by Gaudenzia, Holistic Pharma would, if granted a license, look to support the phenomenal work done by our Medical Advisory Board Member Dr. Cherie Erkman. Dr. Erkman, a thoracic surgeon, is the Director of the Lung Cancer Screening Program for Temple University Health System-Fox Chase. Dr. Erkman champions the use of low dose CT scans to help detect early-stage lung cancer in a high risk population of smokers and former smokers. According to Dr. Erkman, lung cancer caught in the early stages, when it is most treatable, carries with it a five-year survival rate upwards of 85 percent. If lung cancer is not caught until the later stages, the five-year survival rate is a depressing 10 to 30 percent.

Dr. Erkman knows, however, that challenges exist in guiding certain populations through the decision making process of whether to participate in screening programs. Holistic Pharma would work with Dr. Erkman to support her in continuing her work in decisional sciences surrounding lung cancer screening. Holistic Pharma would also work with Dr. Erkman to bring her highly successful Community Health Fair to Promote Lung Health to the neighborhoods surrounding our dispensaries.
C. **Research into Marijuana’s Use to Battle Epilepsy, Cancer, and Other Diseases.**

Holistic Pharma is also passionate about funding ongoing research into the seemingly endless uses and benefits of medical marijuana. Through the work of Holistic Remedies, Holistic Pharma’ sister operation in DC, exciting advances have already been made in the arena of pediatric epilepsy treatment. *Holistic Remedies is Washington DC’s only operator to cultivate and manufacture high CBD (and low THC) Medical Marijuana products designed specifically to help qualifying children-patients who are plagued by seizures and associated symptoms.*

In 2013, CNN profiled the Figi family whose daughter Charlotte, by the time she was 5, was having over 300 grand mal seizures per week. When doctors told the family there was nothing more to be done, the family turned to a high CBD, low THC oil to save Charlotte. Within a year, the little girl was down to less than 3 seizures a month and she had regained the mobility and communication skills that the seizures had stolen from her. Charlotte, who is now 10, is referred to as the girl who is changing medical marijuana laws across the country. When asked about marijuana oil, Charlotte’s father Matt said, "I want to scream it from the rooftops. I want other people, other parents, to know that this is a viable option."

If awarded a Dispensary license, Holistic Pharma would look to fund a research program with leadership and input from Holistic Pharma Medical Advisory Board Member Dr. Mitesh Patel, to further seek development of similar life altering products for children and adults whose lives have been taken over by these various seizure disorders. Additionally, research could be expanded to include emotional compromises such as anxiety, depression and schizophrenia.

Brain cancer has touched the life of owner Rick Genderson’s immediate family not once, but twice, in the past eight years. In 2009, Rick’s then 37-year-old brother-in-law Bill was diagnosed with a glioblastoma multiforme (GBM), a highly aggressive form of brain cancer. Bill died in 2011 at the age of 39, leaving behind a 6-year-old son and a 4-year-old daughter. In December of 2015, Rick’s younger brother Jon was diagnosed with the exact same type of tumor - a GBM. Rick’s commitment to the mission of the National Brain Tumor Society (where he has been a Board Member since 2011) and his belief that medical marijuana holds still untapped curative and restorative powers, fuel his passion for research.

It is not just political families like the Kennedy’s (Teddy Kennedy died from brain cancer) and the Biden’s (Vice President Joe Biden’s son Beau died of a GBM) who can rally support for cancer research. As Jon Genderson valiantly battles his brain cancer, so does Rick. The challenge with brain cancer lies in the blood-brain barrier. Meant to protect the brain, this barrier causes many otherwise successful chemotherapies to fail to kill tumors located in the brain. So as an additional weapon in Jon’s arsenal, Holistic Pharma’ DC-based sister company Holistic Remedies is manufacturing various types of Rick Simpson Oil. These highly CBD-concentrated and THC-concentrated marijuana extracts have been found to slow the regrowth of tumor cells. Under the guidance of Dr.
Kadir Erkman, a member of the Holistic Pharma Medical Advisory Board and a Neurosurgeon at Temple University, Holistic Pharma would seek to study the potential positive effects of cannabis-based oils and products on brain tumors.

D. Research into Opioid Addiction. If granted a license, Holistic Pharma would also look to work with Medical Advisory Board Member, Dr. Mitesh Patel, to launch a research study to quantify the impact of medical marijuana on opioid addiction. Opioid overdose and related mortality has become a national epidemic in the United States. Evidence suggests that states adopting medical cannabis laws have lower rates of opioid overdose mortality and that these benefits may increase over time. The mechanisms underlying these trends, however, are not well understood. Holistic Remedies would fund a pilot study by Dr. Patel to evaluate the impact of the Commonwealth of Pennsylvania’s adoption of medical cannabis with changes in opioid overdose and related mortality rates. Dr. Patel will target proposals that use rigorous methods to both evaluate associated changes over time and investigate underlying mechanisms. Holistic Pharma anticipates funding up to $50,000 over its first three years of operation in furtherance of this initiative.

E. Training for Medical Professions on the Commonwealth’s Medical Marijuana Program. Holistic Pharma strongly believes that it is critically important for healthcare providers (i.e., physicians, pharmacists, certified registered nurse practitioners and physician’s assistants) to be educated on the use of Medical Marijuana products for treating serious medical conditions. As with all Medical Marijuana programs across the country, authorized healthcare providers who may certify or recommend the use of Medical Marijuana are the gatekeepers of the program and will directly dictate the program’s success or failure. Holistic Pharma intends to engage with local physicians to provide the necessary information to guide them in their decision to recommend Medical Marijuana as a treatment option.

With regards to healthcare providers as well as patients, caregivers, the lay public and government officials, Holistic Pharma is prepared to help organize and underwrite educational symposiums, seminars, semi-annual conferences, and the like to ensure all Pennsylvania Medical Marijuana Program stakeholders have access to the best Medical Marijuana information available. Holistic Pharma would seek to offer a hybrid, inter-professional educational program similar to the one offered by Dr. Kevin Hill of Harvard University. Through seminars around the Commonwealth and internet-based webinars, physicians, nurses, nurse practitioners, psychologists, social workers, and medical students will be educated on the new Medical Marijuana program. If granted a license, Holistic Pharma would also seek to develop an online inter-professional educational program on Medical Marijuana to supplement the live/webinar component.

IV. HISTORY OF PHILANTHROPY
A. Keith Morgan – Owner and Financial Backer. Keith is a life-long Pennsylvanian, having graduated from The Haverford School in 1979 and The University of Pennsylvania (Cum Laude) in 1983. Over the last 30 plus years, Keith has been privileged to serve on the Board of Trustees or on Board Committees for over a dozen different Pennsylvania based nonprofits. These include the Boards of the University of Pennsylvania Health System and Medical School, The Cancer Support Community of Philadelphia, The Free Library of Philadelphia, The Suzanne Morgan Foundation, and the Shipley School. Since graduated from Penn, Keith's direct cash philanthropy, in conjunction with AAMCO's charitable giving during the Morgan Family’s ownership has exceeded $10 million.

An important component of Keith’s philanthropy has been his focus on supporting municipal entities. In 1995, Mayor Rendell appointed Keith to the Board of Trustees of the Free Library of Philadelphia. Keith also served on the Library Foundation Board of Directors. In 1999, Keith provided over $125,000 to renovate the magnificent Wyoming Branch of the Free Library and provide its visitors with internet access for the first time. Keith directed this giving through the Suzanne Morgan Foundation, a 501 C (3) charitable foundation created by Keith and his family to honor his mother Suzanne Morgan. Though Suzanne lost her battle with cancer in 1992, Keith’s commitment to philanthropy is a living testament to this amazing women.

In 1997, the Suzanne Morgan Foundation provided over $1.5 million to renovate and restore historic Ridgeland Manor in West Fairmont Park. Built in 1762, Ridgeland Manor is one of the oldest still surviving park structures in Philadelphia. At that time, the City of Philadelphia lacked the budgetary means to restore and maintain forty historic city owned park properties. The Rendell administration launched an initiative whereby private charities could lease the park buildings for one dollar per year in exchange for their commitment to restore and maintain these public treasures. Today, Ridgeland is still recognized by the Fairmont Park Historic Preservation Trust as one of the most successful private restoration campaigns it has undertaken. The Suzanne Morgan Foundation received a prestigious award from this Fairmont Park Trust for Outstanding Preservation of a City Historic Property.

The Foundation’s commitment to Ridgeland Manor, however, was far from over. The beautiful historic building needed a worthy occupant to fully restore it to life. So Keith sub-leased Ridgeland Manor, free of charge, to the Cancer Support Community of Philadelphia. The Cancer Support Community provides comprehensive professional programs of social and emotional support to enhance the mind, body, and spirit of people whose lives have been affected by cancer. The Cancer Support Community provides all these services at absolutely no cost to its clients. Because of the woman Suzanne Morgan was, and the son she so strongly influenced, tens of thousands of people afflicted with cancer have received comfort, hope and emotional support at the lovingly restored Ridgeland Manor.
Additionally, Keith proudly served as a Board Chairman for many years for the Cancer Support Community and helped raise millions of dollars for this incredibly worthy cause.

From 2006 to 2014, Keith served as a Trustee for Penn Medicine and is currently a Trustee Emeritus. In 2008, Keith and his wife Alix played key roles in helping the Chair of the Department of OB/GYN establish Penn Medicine’s Women’s Health Council (WHLC). The Morgans co-chaired the WHLC until 2011, and Keith continues to serve as a WHLC Trustee. The WHLC is comprised of distinguished volunteers who serve as advocates on a myriad of health issues faced by women. The WHLC members provide powerful, seasoned guidance and expertise to Penn Medicine. The WHLC focuses on increasing community awareness of women’s health issues and promoting good health through education, engagement in programmatic initiatives, and endowment building. They do so in furtherance of Penn Medicine’s mission of patient care, education, research, and community service.

Specific initiatives supported by the Morgans as members of the WHLC include:

- **Latino Community Health Services**: funded by philanthropy and grants, the Latino Community Health Services provide much needed gynecologic, prenatal, and postpartum health care to hundreds of uninsured Southwest Philadelphia immigrant women.

- **Helen O. Dickens Center**: provides gynecologic, obstetric, family planning services, and other specialized care to low-income women of all ages predominantly from the West Philadelphia area.

- **Penn Family Planning and Pregnancy Loss Center**: provides the full spectrum of reproductive health care for planning and preventing pregnancy, treating of early pregnancy complications and pregnancy loss, and providing options and care for unplanned pregnancies or medically complicated pregnancies.

- **Research and patient care programs to prevent preterm birth**: preterm births continue to be one of the most intractable health challenges in modern medicine. One in ten babies in the US is born prematurely each year. Preterm birth is the leading cause of newborn death in children ages zero to age five - over 1 million young children die of preterm birth-related complications each year.

Most recently, Keith has launched the Krispy Kreme Fundraising Program. Serving the Greater Philadelphia Community, this initiative has raised over $2,000,000 for schools, religious organizations, youth organizations, and other non-profits community associations since 2012

**B. Richard Genderson, Co-owner and Operator.** Rick is a life-long Washingtonian (much to the dismay of his Phillies/Eagles-loving wife Staci, a 1991 graduate of the
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

University of Pennsylvania Law School.) Rick graduated from Adelphi University in 1975 with a degree in Business Management. Rick is the CEO of Schneider's of Capitol Hill, a fourth-generation family-owned and operated wine and spirit shop. Rick and Staci, together with their 11-year-old son, live one block from the store in the shadow of the Capitol.

Though the Hill is perceived internationally as the epicenter of world power, the people who live and work on the Hill (in non-governmental capacities) view things quite differently. To Rick, his fellow merchants, and his neighbors, the Hill is a tight knit community. Shoveling your neighbors’ sidewalk while you are shoveling your own is merely second nature. In that spirit, Schneider’s has a long history of donating wine and liquor to hundreds of non-profits in support of galas, auctions, and other fundraising events. In the past 36 years, Schneider’s has given away over one million dollars in product to all the organizations that Rick’s customers and neighbors hold dear.

In the mid-1990’s, Rick was approached by a friend and ask to run a wine auction for The Starlight Children's Foundation Mid Atlantic. Starlight is an international non-profit dedicated to improving the quality of life for children with chronic life-threatening illnesses and life-altering injuries. Starlight is dedicated to nurturing the spirits of these children and their families by through entertainment, family activities, and camps. That wine auction turned into a 13-year commitment to Starlight. Rick was a Board Member, a 12-year Executive Committee Member, President of the Mid-Atlantic Region for 3 years, and a 3-year Board Member of Starlight Children's Foundation International. Rick is proud to have personally donated to, and fundraised for, this inspiring organization.

Since 2011, Rick has served on the Board of The National Brain Tumor Society. Prior to joining the Board, Schneider’s donated wine to the NBTS’s annual Chef Night fundraiser. Then, in 2009, Rick’s 37-year-old brother-in-law was diagnosed with a glioblastoma multiforme (GBM), a highly aggressive form of brain cancer. Following his brother-in-law’s death two years later, Rick joined the NBTS Board. In the past 5 1/2 years, Rick has chaired the NBTS Finance Committee and currently serves as the organization’s Treasurer.

C. Stefanie Langer – Board Member. After losing her father-in-law to non-Hodgkin’s lymphoma, Stefanie and her family founded The Divine 9 Open Charity Golf Event. This event has raised over $2 million dollars for the Leukemia & Lymphoma Society. Stefanie proudly served as a Trustee and Committee Member of the Leukemia & Lymphoma Society for 8 years. Stefanie is also the former Director of Bringing Hope Home. BHH is non-profit organization that provides emotional and financial support to people (and their families) struggling with cancer in the greater Philadelphia area.
D. **Jannie K. Lau – Board Member.** Jannie and her family support numerous charitable organizations through their donor-advised fund, the Lau Longsworth Charitable Fund. Since its creation in 2016, the Fund has issued or pledged grants totaling hundreds of thousands of dollars to organizations committed to making our world more just, verdant and peaceful.

Jannie serves on the Board of Directors of Jobs for Delaware Graduates (JDG). JDG was organized in 1979 as a private, non-profit corporation designed to prepare highly at-risk high school seniors for transition from school to work. The JDG model has been replicated in 32 states with over 1,000 program affiliates under the umbrella of Jobs for America’s Graduates (JAG). In more than three decades of operation, JAG has delivered consistent, compelling results—helping nearly three-quarters of a million young people stay in school through graduation, pursue post-secondary education and secure quality jobs leading to career advancement opportunities.

Ms. Lau also serves on the Board of Trustees of the Pennsylvania Academy of the Fine Arts and the Board of Directors of the Delaware Children’s Museum (DCM). Jannie is also a past member of the Greater Philadelphia Area Board of Directors of the American Cancer Society.

E. **Larry McCrae – Board Member.** Larry McRae is a graduate of Overbrook High School. He serves on the Board of Directors for the African-American Chamber of Commerce. He is also a Board Member for Bebashi-Transition to Hope, a full-service HIV/AIDS organization with special interest in serving low-income people of color with HIV disease.

V. **CONCLUSION**

As evidenced above, many members of our Executive Board and Professional Advisory Board are deeply rooted in Pennsylvania. Our Members have unassailable records of community giving and community improving. Our strong local ties lend to the nature and extent of our collective involvement in local charitable organizations, non-profits, and other organizations benefiting the community. Holistic Pharma is committed to impacting the local Pennsylvania community and economy through a variety of means, including but not limited to: local hiring policies, low-cost or free educational outreach efforts, strategic investments in local municipalities and community-based organizations (similar to the Community programs our affiliates have undertaken in Massachusetts) as well as other programs which may prevent health disparities in the Medical Marijuana Program, increase patient accessibility, increase use options, enhance the quality of life of families and enhance broader public health.
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:

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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** [Signature]  
**Title in Applicant’s Business** [Title]  
**Date** [Date]

**Printed Name** [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** [Signature]  
**Title in Applicant’s Business** [Title]  
**Date** [Date]

**Printed Name** [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: [Signature]  
Title in Applicant's Business: Member  
Date: 3/16/17

Printed Name: [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.

<table>
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<tr>
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Certificate of Organization Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

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</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Two Logan Square, Suite 660</td>
</tr>
<tr>
<td>City</td>
<td>Philadelphia</td>
</tr>
<tr>
<td>State</td>
<td>PA</td>
</tr>
<tr>
<td>Zip Code</td>
<td>19109</td>
</tr>
</tbody>
</table>

Fee: $125.00

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., “company”, “limited” or “limited liability company” or abbreviation):
   Holistic Pharma LLC

2. The (a) address of the limited liability company’s initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
   (a) Number and Street  | City   | State | Zip  | County |
   339 W. Lancaster Ave., Suite 200 | Haverford | PA    | 19041 | Delaware |
   (b) Name of Commercial Registered Office Provider  | County |
   c/o:  

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):
   Name  | Address
   Alixandra Morgan  |
   Richard Genderson  |

4. Strike out if inapplicable term
   A member's interest in the company is to be evidenced by a certificate of membership interest.

PENN File: January 12, 2017
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 12 day of January, 2017.

Alixandra Morgan
Signature

Richard Genderson
Signature
Instructions:
- Attach one of the following:
  - Evidence of the applicant's clear legal title to or option to purchase the proposed site and facility
  - A fully-executed copy of the applicant's unexpired lease for the proposed site and facility and a written statement from the property owner that the applicant may operate a medical marijuana organization on the proposed site for, at a minimum, the term of the initial permit
  - Other evidence that shows that the applicant has a location to operate its medical marijuana organization
- Complete this cover sheet. Scan this sheet and the appropriate document(s) and save it as a PDF file called "Attachment C," using the appropriate file name format

| Business Name, as it appears on the applicant's certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents: |
| Holistic Pharma LLC |
| Trade names and DBA (doing business as) names: |
| N/A |
| Principal Business Address: 339 W. Lancaster Ave, Ste. 200 |
| City: Haverford | State: PA | Zip Code: 19041 |
| Phone: 610-505-6200 | Fax: N/A | Email: holisticpharmapa@gmail.com |
COMMERCIAL LEASE

PARTIES

TENANT(S): Holistic Pharma LLC

Authorized Signer: Kesh Morgan

LANDLORD(S): AMBA KROPPA LLC

Authorized Signer

TENANT'S PRINCIPAL PLACE OF BUSINESS:
339 W. Lancaster Ave.
Suite 200
Haverford, PA 19041

LANDLORD'S PRINCIPAL PLACE OF BUSINESS:

TENANT'S EMAIL ADDRESS:

LANDLORD'S EMAIL ADDRESS:

PREMISES

A portion of the real property known as Suite Number(s) 1 1st floor(s), consisting of approximately 3000 square feet and located at 8900 Krewstown Rd

in the municipality of Philadelphia

in the Commonwealth of Pennsylvania, with improvements consisting of

DOH REDACTED

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Tenant is not represented by a broker)

Broker (Company) Long & Foster Realtors

Company Address 709 N Gay St, West Chester, PA 19382

Company Phone

Company Fax

Broker is (check only one):
☐ Tenant Agent (Broker represents Tenant only)
☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) Boris Grimberg

Direct Phone(s)

Cell Phone(s) DOH REDACTED

Fax DOH REDACTED

Email DOH REDACTED

Licensee(s) is (check only one):
☐ Tenant Agent (all company licensees represent Tenant)
☐ Tenant Agent with Designated Agency (only Licensee(s) named above represent Tenant)
☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Landlord is not represented by a broker)

Broker (Company) Long & Foster Realtors

Company Address 709 N Gay St, West Chester, PA 19382

Company Phone

Company Fax

Broker is (check only one):
☐ Landlord Agent (Broker represents Landlord only)
☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) Boris Grimberg

Direct Phone(s)

Cell Phone(s) DOH REDACTED

Fax DOH REDACTED

Email DOH REDACTED

Licensee(s) is (check only one):
☐ Landlord Agent (all company licensees represent Landlord)
☐ Landlord Agent with Designated Agency (only Licensee(s) named above represent Landlord)
☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.

By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Signed:
Pennsylvania Association of Realtors®

Tenant Initials: ___________________________  CL Page 1 of 13

Landlord Initials: ___________________________
1. LEASE DATE AND RESPONSIBILITIES

For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, and Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part of this Lease, dated February 20, 2017.

2. DEFINITIONS

(A) “Additional Rent” shall mean all sums, charges or amounts of whatever nature (other than Base Rent) to be paid by Tenant to Landlord in accordance with the provisions of this Lease and any addenda including, but not limited to, taxes, water, electricity, security deposits, insurance premiums, repairs, and security services, whether or not such sums, charges or amounts are referred to as “Additional Rent.” Landlord shall have the same remedies for default in the payment for Additional Rent as for default in the payment of Base Rent.

(B) “Base Rent” shall mean the minimum rent due as set forth in Paragraph 5.

(C) “Common Area Maintenance” (CAM) shall mean Tenant’s pro rata share of the cost to maintain, clean or repair the common areas and amenities of the Premises as set forth in Paragraph 7.

(D) “Improvements” shall mean any equipment, device, capital improvement or replacement to Landlord’s Premises (i) required to achieve economies in operating, maintaining and/or repairing the Premises; (ii) required by any governmental authority, board or agency having jurisdiction over Landlord’s Premises; or (iii) recommended or required by any insurance carrier in connection with provisions of insurance for Landlord’s Premises.

(E) “Landlord” shall mean the party named above as Landlord and any subsequent person(s) who succeeds to the rights of Landlord herein, each of whom shall have the same rights and remedies as he would have possessed had he originally signed this Lease as Landlord.

(F) “Operating Expenses” shall mean all expenses incurred in operating, maintaining, managing and repairing the building, land and all improvements, fixtures and equipment located thereon, including but not limited to sidewalks, parking areas, driveways and landscaping as set forth in Paragraph 7.

(G) “Real Property Taxes” shall mean all ad valorem, real property, personal property or similar taxes, charges and assessments, whether general, special or otherwise, which are levied, assessed or imposed during the Term by any governmental authority upon Landlord’s Premises or any other property of Landlord, real or personal, located on Landlord’s Premises, and any increase or decrease thereof. “Real Property Taxes” shall also include any tax that shall be levied or assessed in addition to, or in lieu of, such real or personal property taxes. It shall not include federal, state or local income taxes, any franchise, estate or inheritance tax, or any real estate transfer, documentary or intangible tax imposed by reason of sale or financing on Landlord’s Premises.

(H) “Rent” shall mean the total sums due and payable to Landlord.

(I) “Tenant” shall mean the party named above as Tenant, as well as its or their respective heirs, personal representatives, successors and assigns, each of which shall be under the same obligations, liabilities and disabilities, and have only such rights, privileges and powers as he would have possessed had he originally signed this Lease as Tenant.

3. STARTING AND ENDING DATES OF LEASE (also called “Term”)

(A) The Commencement Date shall be (select one):

☐ Substantial Completion:

☐ Occupancy Date:

☒ Rent Commencement Date: March 1, 2017

☐ Other:

Tenant’s failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the Commencement Date.

(B) The Term of this Lease shall begin on the Commencement Date and expire on March 31, 2023 ("Expiration Date"). This date in subsequent years shall operate as the renewal date, if any. See Exhibit A.

(C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant’s proposed use without material interference with Tenant’s business activities.

4. RENEWAL TERM

(A) This Lease will renew as indicated below unless proper notice to terminate is given. In the event that the Lease is not renewed for any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a “hold over Tenant” and the provisions of Paragraph 32 shall apply.

(B) ☐ Option 1 - Automatic Termination

This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or renewal of the Lease prior to the last day of the Term ("Renewal Term").

(C) ☐ Option 2 - Automatic Renewal

1. If neither party terminates this Lease as set forth herein, this Lease will automatically renew for ☐ 10 additional month(s) (3 if not specified) OR ☐ additional year(s) (1 if not specified) ("Renewal Term").

2. It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no less than ☐ days (90 if not specified) prior to the expiration of the Term or any subsequent Renewal Term.

Tenant Initials /__________________________

Landlord Initials /__________________________

3900 kewstown
1. Tenant may remove its trade fixtures from the Premises and shall repair any damage to the Premises caused thereby. Tenant may not remove any alterations, additions or improvements other than trade fixtures. Such alterations, additions or improvements shall become the property of Landlord as of the Expiration Date or sooner termination of this Lease. Lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems and fixtures, and floor coverings shall not be deemed to be trade fixtures whether installed by Tenant or by anyone else, and shall not be removed from the Premises by or on behalf of Tenant at any time.

2. Landlord may, in Landlord’s sole discretion, conduct an inspection of the Premises. Landlord shall provide written notice to Tenant of the date of the inspection so that representatives of both Landlord and Tenant may attend. Following such inspection, Landlord shall provide Tenant with written notice within _________ days (10 if not specified) of such inspection setting forth those conditions for which Tenant is responsible to repair or restore under the Lease.

3. Tenant may, at Tenant’s election, either (i) make such repairs or restorations; or (ii) notify Landlord that Tenant desires Landlord to perform such repairs and restorations at Landlord’s actual, reasonable costs. If Tenant elects not to perform the repairs and restorations, Tenant shall pay Landlord’s actual, reasonable costs promptly after receiving notice that Landlord has completed the same. Such notice shall include an invoice or other record setting forth, in reasonable detail, Landlord’s actual costs of repairs and restorations.

5. BASE RENT EXCEPT FOR THE MARCH 1, 2027 PAYMENT OF $1,000.00.

(A) Rent is due without demand, abatement, deduction, or set-off at the address set forth on Page 1 of this Lease, unless otherwise stated.

(B) Rent shall be paid in ☑️ monthly ☑️ quarterly ☑️ annual ☑️ other: ☑️ ☐ ☐ ☐ ☐ ☐ ☐ ☐ in installments of $2,000.00 on or before the 10th day of each ☐ month ☐ quarter ☐ other: ☐ ("Due Date").

(C) Base Rent shall be calculated as $2,000.00 per month. (U.S. Dollars) per year.

☐ If checked, Base Rent is subject to an incremental rent increase during the Term of this Lease. Each increase in Base Rent owed to Landlord will be no more than 5% of the installment due or $50.00 per month, in each instance and, following proper notice to Tenant, will take effect on the anniversary of the Commencement Date set forth in this Lease unless otherwise stated here:

(D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within _________ days (5 if not specified) of the Due Date shall be subject to a late charge of 5% of the installment due or $50.00 ("Late Charge").

(E) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Base Rent due. When there is no outstanding Additional Rent, payment will be applied to the month’s Base Rent that is currently due.

(F) Landlord will accept the following methods of payment: ☑️ Cash ☑️ Money Order ☑️ Personal Check ☑️ Credit Cards (additional fees may apply); ☑️ Cashier’s Check ☐ Other: ☐

(G) Tenant will pay a fee of $25.00 for any payment that is returned or declined by any financial institution for any reason. Notwithstanding any other provisions in this Lease, if payment is returned or declined, Late Charges will be calculated from the Due Date. Any late charges will continue to apply until a valid payment is received.

6. SECURITY DEPOSIT

(A) A security deposit of $3,500.00 will be paid in U.S. Dollars to Landlord or Landlord’s representative, and held in escrow by Landlord or Landlord’s representative as named here:

(B) The Security Deposit will be held for the performance by Tenant of all of its covenants, obligations and agreements set forth in this Lease, but in no event shall Landlord be obligated to apply the Security Deposit to Rent or other charges in arrears, or damages for Tenant’s default hereunder; however, Landlord may so apply the Security Deposit at its option. Landlord’s right to possess the Premises for Tenant’s default, or other such reason, shall not be affected by the fact that Landlord holds the Security Deposit.

(C) The Security Deposit, if not, so applied by Landlord, shall be returned to Tenant within _________ days (60 if not specified) after this Lease terminates, provided that Tenant has vacated the Premises and delivered the same to Landlord as herein provided.

(D) In the event of any transfer of Landlord’s interests in the Premises, Landlord shall have the right to transfer its interest in the Security Deposit following proper notice to Tenant, whereupon Landlord shall be released of all liability with respect to such a Security Deposit, and Tenant shall look solely to such transferee for the return of the same in accordance with the terms of the Lease.
7. ADDITIONAL RENT
(A) As Additional Rent and/or costs, Tenant agrees to timely pay all or Tenant’s proportionate share of the following:
- Common Area Maintenance (CAM)
- Improvements
- Real Property Taxes
- Operating Expenses

(B) Tenant’s pro rata share of CAM expenses are ______ % (100 if not specified) of the total cost. Upon demand for payment, Landlord is required to submit to Tenant an accounting statement which documents the actual cost of the CAM expenses. Tenant is hereby notified that CAM expenses may fluctuate and are subject to modification based upon actual charges.
(C) Unless otherwise indicated, Tenant agrees to pay all Operating Expenses, including but not limited to outdoor maintenance, utilities, service contracts, insurance, structural maintenance and repairs, and government assessments. Those Operating Expenses included in CAM will be paid by Tenant according to Paragraph 7(B), above.

8. PAYMENT SCHEDULE
(A) First month’s Base Rent: $3,500.00
(B) Security Deposit: $3,500.00
(C) Additional Rent: $1,500.00
(D) Other: 

TOTALS: $8,500.00

Paid $3,500.00
Balance Due $5,000.00

9. SIGNS
(A) All signs are subject to approval of Landlord, in its sole discretion. In addition, all signs must be in accordance and comply with, and if needed, be approved by, [municipality] and any other necessary governmental authority, prior to installation. Upon request of Landlord, Tenant shall provide Landlord with a scaled drawing of the sign, including colors, for Landlord’s approval.

(B) Tenant shall remove all signs upon the expiration or earlier termination of the Lease, and such removal shall be at Tenant’s sole cost and expense. Tenant shall repair any damage and fill any holes caused by such removal. In the event of a breach of this Lease, and in addition to all other remedies given to Landlord, Landlord shall have the privilege and right to remove any and all signs and restore the Premises to its prior condition, and Tenant shall be liable for any and all expenses so incurred by Landlord.

10. LANDLORD’S REPRESENTATIONS
Landlord warrants and represents that:
(A) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, Landlord has the full power and authority to execute and deliver this Lease, and to perform its obligations under this Lease.
(B) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, none of the terms, conditions or obligations of this Lease shall be precluded by or cause a breach of any other agreement, mortgage, contract or other instrument or document to which Landlord is a party.
(C) Upon paying Rent and performing its obligations as required under this Lease, Tenant shall be permitted to peaceably and quietly have, hold and enjoy the Premises.
(D) As of the Occupancy/Commencement Date, all exterior portions of the Premises, including any paved areas, parking areas and sidewalks, shall be in satisfactory condition and repair, and usable for the purposes intended.

11. ACCEPTANCE; POSSESSION
(A) By taking possession of the Premises, Tenant affirms and represents that the Premises is in good and tenable condition, meets Tenant’s needs for the use set forth in Paragraph 13, and that all work that was to be performed by Landlord pursuant to the terms of this Lease, if any, has been substantially completed. By taking possession, Tenant is accepting the Premises in “as is” condition.
(B) If Landlord is unable to give Tenant possession of the Premises on the Occupancy Date by reason of the holding over of a previous occupant or due to any cause beyond Landlord’s control, Landlord shall not be liable in damages to Tenant. During the period that Landlord is unable to give possession, all rights and remedies of both parties, including Tenant’s obligation to pay Rent, shall be suspended.
(C) If Tenant cannot take possession within _______ days (60 if not specified) of the Occupancy Date, Tenant’s exclusive rights are:

1. Change the Occupancy Date of the Lease to the day when Premises is available. Tenant will not owe or be charged Late Rent until Property is available; OR
2. Terminate the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of Landlord or Tenant.

12. GOVERNMENTAL REGULATIONS
Tenant shall, in the use and occupancy of the Premises, comply with all applicable laws, ordinances, notices and regulations of all governmental and municipal authorities, and with the regulations of the insurers of the property. Tenant shall keep in force at all times all licenses, consents and permits necessary for the lawful conduct of Tenant’s business at the Premises. Nothing in the foregoing shall require Tenant to perform any work or make any improvements or repairs that Landlord is required to make pursuant to other provisions of this Lease.

Tenant Initials: _______________________

Landlord Initials: ____________________
13. TENANT'S USE AND COVENANTS

A permitted

(A) Tenant shall use the Premises only for the medical marijuana dispensary as regulated by 357.5 S. § 1031A et seq, and all regulations promulgated hereunder. and in accordance with the use permitted under all applicable Federal, State and municipal laws, ordinances and regulations. In the event Tenant should elect to change the use of the Premises from what is identified herein, Tenant shall be permitted to do so, subject to Landlord's prior written consent.

(B) Tenant shall not bring into, use or permit to be kept on the Premises any dangerous, explosive, toxie, hazardous or obnoxious substance. Tenant will not maintain any hazardous substance or pollutant or contaminates as defined in 42 U.S.C. § 9601, et seq., or any hazardous substance, material and/or waste, including solid, liquid or gaseous materials, which are defined to be hazardous under any applicable federal, state or local laws, regulations or administrative or judicial decisions. Tenant shall indemnify and hold harmless Landlord from any and all liability for costs of remediation resulting from Tenant's violation of this Paragraph. This indemnification is intended to survive the expiration or other termination of this Lease.

(C) Tenant agrees that it will comply with all laws, ordinances, codes, orders, rules and/or regulations, requirements of any government, governmental body, agency, department, board or similar organization that has jurisdiction over the Premises, arising out of or affecting Tenant's use and occupancy of the Premises or the business conducted therein.

(D) Tenant covenants and agrees that Tenant, its employees, agents, invitees, licensees and other visitors, as permitted under this Lease, shall observe faithfully and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents may, after written notice to Tenant, from time-to-time adopt with respect to the building, property or Premises.

☐ Rules and Regulations for use of the property and common areas are attached and made part of this Lease.

(E) Tenant may not do or permit anything to be done in or interfere with the rights of other tenants on the property, or injure or annoy them; use or allow the Premises to be used for any improper, illegal or objectionable purpose; cause, maintain, or permit any nuisances in, on or about the Premises; or commit or allow to be committed any waste in, on or about the Premises.

14. ASSIGNMENT AND SUBLETTING

(A) Tenant shall not assign, mortgage, pledge or otherwise transfer or encumber this Lease or the Premises, nor subject or permit any part of the Premises to be occupied by any other person, firm or corporation other than Tenant or its employees, invitees, agents and servants, without Landlord's prior written approval, which approval shall be in Landlord's sole but reasonable discretion.

(B) In the event Landlord approves Tenant's request for assignment and/or subletting, each assignee or sublessee of Tenant's interest shall assume and be deemed to have assumed this Lease, and shall be and remain liable jointly and severally with Tenant for all payments, and for the due performance of all terms, covenants, conditions and provisions contained in this Lease.

(C) No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instrument in recordable form containing a covenant of assumption by the assignee or sublessee, but the failure or refusal of an assignee or sublessee to execute the same shall not release the assignee or sublessee from its liability as set forth herein.

15. TENANT'S ALTERATIONS AND REPAIRS

(A) Tenant shall not, without first obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) on each occasion, make any improvements or repairs to the Premises. Tenant may, without the consent of Landlord, make minor improvements or repairs to the interior of the Premises provided that:

1. Each repair costs no more than $1,000.00 if not specified,
2. They do not impact the structural strength, integrity, operation or value of the building, AND
3. Tenant shall take all steps required or permitted by law to avoid the imposition of any mechanics' lien upon the property, improvements, or land.

(B) Improvements consisting of equipment, devices or improvements required by a governmental authority, board or agency in connection with Tenant's Permitted Use shall be at the sole cost and expense of Tenant, and Tenant shall remove same at the termination of the Lease.

(C) All other alterations, improvements and additions, except for minor alterations and improvements, become part of the Premises and are the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord at the end of the Term or any Renewal Term.

(D) If, prior to the end of the Term or Renewal Term, Tenant provides written notice to Landlord that Tenant intends to remove all or any such alterations and improvements made by Tenant during its occupancy, or the parts thereof specified by Landlord, from the Premises, Tenant shall repair all damage caused by installation and removal.

(E) All work shall be performed in a workmanlike manner.

16. MECHANICS' LIENS

(A) Should any mechanics' lien or other lien be filed against the property or any part thereof by reason of construction, alteration, addition, improvement or installation performed by or on behalf of Tenant, or as a result of Tenant's acts or omissions, Tenant shall, within 30 days (30 if not specified) following receipt of notice of the existence of such lien, cause the same to be cancelled and discharged of record.

(B) If Tenant has not paid or desires to contest any claim of lien, Tenant agrees to indemnify and hold Landlord harmless from, and defend Landlord against any liability, loss, damage, costs and all related expenses (including reasonable attorneys' fees and costs) arising out of Tenant's non-payment or contest of such liens. Tenant shall also execute such indemnity agreements as would be
necessary to induce a title company to insure over any such lien. Tenant shall not be obligated to update Landlord's title insurance policy at the time of the contest.

(C) If final judgment establishing the validity or existence of any contested lien is entered, Tenant shall pay and satisfy the same at once.

17. LANDLORD'S RIGHT TO ACCESS

In addition to any other rights reserved to Landlord under this Lease, Landlord shall have the following rights to access the Premises.

(A) With Landlord’s prior consent, Tenant shall have the right to install various locks on and within the Premises. Tenant shall furnish Landlord with copies of any such keys or combinations to provide access only in the event of an emergency or as otherwise set forth in this Lease. Tenant shall have a continuing obligation for the duration of the Lease, and any extensions thereto, to provide Landlord with any keys and/or passcodes necessary to enter the Premises.

(B) Landlord and its agents, contractors and invitees shall have the right to enter the Premises any reasonable time and after reasonable notice (i) for inspection; (ii) to supply any service that Landlord is obligated to provide under the terms and conditions of this Lease; (iii) to show the Premises to prospective buyers, lenders or tenants; (iv) to affix and display “For Sale” or “For Rent” signs; and (v) to make repairs, alterations, additions or improvements to the Premises or other portion of Landlord’s Property, which the examination or exhibition in making any repairs to the Premises shall not unreasonably interfere with Tenant’s use.

(C) When possible, Landlord will give Tenant ________ hours (24 if not specified) notice of the date, time and reason for the visit. In emergencies, Landlord may enter the Premises without notice. If Tenant is not present, Landlord will notify Tenant who was there and for what purpose within ________ hours (24 if not specified) of the visit.

(D) Landlord shall not be liable in any manner to Tenant by reason of such entry or performance of repairs, alterations and/or additions to the Premises, and the obligations of Tenant hereunder shall not be affected. Absent grossly negligent or intentional actions or failures to act attributable to Landlord, or any person or entity engaged by or on behalf of Landlord to perform such work, Landlord agrees (except in the case of Tenant’s default hereunder) that all repairs, alterations and additions (excluding only emergency work or work that must, in Landlord’s judgment, be performed on an urgent basis) by Landlord shall be performed in a reasonable manner at reasonable times, subject to the limitations contained herein.

(E) Following notice from either Party of intention to terminate or not renew this Lease, or failure of Tenant to exercise its option to renew this Lease, Landlord may commence efforts to market the Premises which may include placing a “For Rent” sign on or near the Premises. All of said signs shall be placed upon such part of the Premises as Landlord may elect, and may contain such information as Landlord shall require. Landlord or Landlord’s representative may use lock boxes, and take pictures and video of the Premises. Prospective purchasers or tenants may inspect the Premises at such times as the parties may agree, so long as they are accompanied by Landlord or Landlord’s representative.

18. INDEMNIFICATION

(A) Beginning on the Commencement Date and continuing throughout Tenant’s possession of the Premises, Tenant shall indemnify Landlord, its partners, directors, officers, agents and employees from and against any and all losses, whether or not based on negligence, costs (including reasonable attorneys’ fees), claims, damages, liabilities, suits, actions and causes of action, whether legal or equitable, sustained or arising by reason of Tenant’s default in any of its obligations under this Lease, or of the fault or neglect of Tenant or of the failure of Tenant or any of its officers, agents, employees or invitees, to fulfill any duty toward the public or to Landlord under this Lease, or to any person or persons whatsoever, that Tenant, by reason of its occupancy or use of the Premises may owe.

(B) Beginning on the Commencement Date and continuing throughout Tenant’s possession of the Premises, Landlord shall indemnify, defend and hold Tenant harmless from and against any and all third-party claims, suits and causes of action, whether legal or equitable, and costs (including reasonable attorneys’ fees) sustained or arising by reason of the intentional or grossly negligent acts or omissions of Landlord, its employees, agents, licensees or contractors.

(C) This Paragraph shall survive the expiration or earlier termination of this Lease with respect to any occurrence that occurs prior to the expiration or such earlier termination of the Term or exercised Renewal Term.

19. INSURANCE

(A) Tenant, at Tenant’s expense, shall obtain comprehensive general liability insurance coverage against any and all claims for injuries to persons or property occurring on the Premises by reason of Tenant’s use, occupancy or operation in and on the Premises. No later than the Signing Date, Tenant will provide Landlord with written documentation of said insurance coverage showing that the Premises will be insured as of the Commencement Date set forth in Paragraph 1(A). Tenant shall maintain insurance coverage throughout the Term of this Lease, and any Renewal Term(s).

(B) Such insurance shall include Landlord as an additional insured and shall require at least ________ days (30 if not specified) advance written notice of cancellation or nonrenewal be given to Landlord. Such insurance shall, at all times, provide coverage in an amount not less than $______ (1,000,000.00 if not specified) in the aggregate. The policy or policies of Tenant’s liability insurance shall provide that a covered loss will be paid notwithstanding any act or negligence of Landlord or Tenant, and for payment of claims on an occurrence basis.

(C) Tenant agrees to keep its property located on the Premises insured, including all floor and wall coverings, and Tenant’s trade fixtures, equipment and other personal property from time-to-time situated on the Premises. The amount of coverage shall be such as determined by Tenant to adequately compensate Tenant for its loss, and if the proceeds of such insurance are not used for repair...
or replacement of the property so insured, or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant’s personal property shall be paid to Tenant.

(D) Landlord will notify Tenant of any recommendations made by Landlord’s insurance carrier, as well as any codes or standards recommended by the National Fire Protection Association (“NFPA”) which, in Landlord’s sole but reasonable opinion, are relevant to the terms of the lease, and Tenant shall comply with any and all such reasonable recommendations. Landlord acknowledges that no NFPA codes or standards are currently recommended and Landlord is not aware of any imminent recommendations, unless set forth here:

(E) Tenant will comply with all reasonable recommendations made by Landlord’s insurance carrier, Tenant’s insurance carrier, or with NFPA codes or standards that have been reasonably recommended. Tenant will not do, nor permit anything to be done, or neglect to do anything, or prevent anything to be brought onto the Premises that will (i) cause an increase in the premium that may be charged during the Term of the Lease on any fire or extended coverage insurance carried on the structure, or (ii) cause any increase in the premiums that may be charged during the Term of this Lease on any fire and/or extended coverage insurance carried on the structure and exterior of the property. If, by any reason of any act or omission of Tenant, the fire and extended coverage insurance premiums are increased, Tenant shall pay, as Additional Rent hereunder, the amount by which the premiums are increased. Landlord will notify Tenant of any NFPA codes or standards that are recommended, and of any notices it received concerning changes in rates.

20. DESTRUCTION OR DAMAGE

(A) If, during the Term of this Lease or any extension thereto, the Premises are damaged by fire or any other casualty, including, without limitation, natural disaster, and not occurring through the intentional or negligent acts or omissions of Tenant or those claiming under Tenant, or their employees respectively, Tenant shall promptly notify Landlord and Landlord shall repair the damaged portions of the Premises, including any improvements or alterations made by Landlord (but not any of Tenant’s property therein or improvements or alterations made by Tenant). If, however, in Landlord’s reasonable judgment, the damage would require more than ________ days (120 if not specified) of work to repair, or if the insurance proceeds (excluding rent insurance) that Landlord anticipates receiving must be applied to repay any mortgages encumbering the improvements, or are otherwise inadequate to pay the costs of such repair, Landlord shall have the right to terminate this Lease by so notifying Tenant. Such notice shall specify a termination date not less than ________ days (30 if not specified) after its receipt by Tenant.

(B) If the damage to the Premises is only partial and such that the Premises can be restored to its former condition within a reasonable time, Landlord may enter and repair, and this Lease shall not be affected, except that Base Rent shall be apportioned and suspended while such repairs are being made. If the Premises is so slightly damaged by fire or other casualty as mentioned above so as not to render the Premises unfit for occupancy, Landlord agrees the same shall be promptly repaired.

(C) Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance from the necessity of repairing any portion of the Premises, or improvements therein, the interruption and the use of the Premises, or the termination of this Lease by reason of the destruction of the Premises.

21. FORCE MAJEURE

If either Party should be delayed or hindered, or prevented from performing any of the acts required in this Lease by reason of war, fire or other casualty, acts of terrorism, natural or environmental disasters, strike, walk-out, labor trouble, shortage of materials or equipment, or the inability to procure the same, failure of power, restrictive government laws or regulations, riot, insurrection, declaration of martial law, or other causes beyond the reasonable control of the party delayed, the performance of such act shall be excused for the period of such delay. This Paragraph shall not excuse Tenant, after the Commencement Date, from a timely payment of Rent or any other amounts required under this Lease.

22. CONDEMNATION/EMINENT DOMAIN

(A) In an instance of total condemnation, where all of the property is taken through an exercise of the power of eminent domain, this Lease shall terminate on the date when possession of the property was acquired by the condemning authority. The right to terminate this Lease under this Paragraph may be exercised by either party so notifying the other party in writing not later than ________ days (30 if not specified) prior to such date.

(B) In an instance of partial condemnation, Landlord shall have the right to terminate this Lease on the date when the condemned portion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability under this Lease or to the other where only part of the Premises is taken and:

1. The condemnation award is insufficient to restore the remaining portion of the Premises, or if such award must be applied to repay any mortgages encumbering improvements on the property, OR

2. In addition to any portion of the Premises, a portion of the improvements or land is taken and Landlord deems it commercially unreasonable to continue leasing all or a portion of the remaining space and the improvements.

(C) In an instance of partial condemnation, Tenant shall have the right to terminate this Lease on the date when the condemned portion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability under this Lease or to the other where a substantial portion of the Premises is so taken and it is commercially impossible for Tenant to continue its business within the Premises.
(D) If this Lease is not terminated after a partial condemnation, then after the date when the condemned portion of the Premises is delivered to the condemning authority, the Rent shall be reduced in the proportion that the condemned area bears to the entire area of the Premises.

(E) Tenant shall have the right to claim against the condemning authority only for removal and moving expenses and business relocation damages that may be separately payable to Tenant in general under Pennsylvania law, provided such payment does not reduce the award otherwise payable to Landlord. Subject to the foregoing, Tenant hereby waives all claims against Landlord with respect to a condemnation, and hereby assigns to Landlord all claims against the condemning authority including, without limitation, all claims for leasehold damages and diminution in value of Tenant’s leasehold estate.

23. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT; ESTOPPEL CERTIFICATES

(A) This Lease shall be subject and subordinate at all times to the lien of any mortgages and other encumbrances now or hereafter placed upon the Premises or property. Tenant shall execute and deliver to Landlord upon demand an instrument acceptable to Landlord subordinating this Lease to the lien of any present or future mortgage or encumbrance as may be requested by any mortgagee of the property. At the request of any holder of any such mortgage, or the purchase of such mortgage at any foreclosure sale, or at any sale under a power of sale contained in such mortgage, Tenant shall attorn to and recognize such mortgagee or purchaser as Landlord under this Lease for the balance of the Term, including any renewal or extensions hereof subject to all the terms of this Lease. Provided that Tenant is not in default of this Lease, its tenancy shall not be disturbed by Landlord, but shall continue in full force and effect. Landlord agrees to use reasonable efforts, but shall not be obligated to obtain from any future mortgagee a non-disturbance agreement for the benefit of Tenant on a form customarily issued by such mortgagee.

(B) Tenant shall, from time-to-time, execute and deliver within ____________ days (5 if not specified) following receipt of a request from Landlord or Landlord’s mortgagee, grantee or lessor, a recordable instrument evidencing such subordination and Tenant’s agreement to attorn to the holder of such prior right. Notwithstanding the foregoing, any mortgagee may, at any time, subordinate its mortgage to this Lease, without Tenant’s consent, but with notice in writing to Tenant, whereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates. The term “mortgage” includes mortgages, deeds of trust, or similar instruments, and all modifications, consolidations, extensions, renewals or replacements hereof, or substitutes therefor.

(C) On or before the date Tenant first takes possession of the Premises, Tenant agrees to execute and cause all guarantors to execute, a tenant acceptance certificate and an estoppel letter in such form as Landlord may reasonably request.

24. DEFAULT

(A) Any of the following events shall constitute a default under this Lease by Tenant:
1. Failure by Tenant to pay, when due, any Rent or any other sum payable by Tenant under this Lease within ____________ days (10 if not specified) after written notice by Landlord to Tenant that such sum is past due.
2. Tenant vacates the Premises before the proper termination of this Lease, including any Renewal Term.
3. Tenant fails to observe or perform any of Tenant’s other obligations as set forth in this Lease.
4. Tenant commits an act of bankruptcy or files a petition, or commences any proceedings under any bankruptcy or insolvency law.
5. A petition is filed or a proceeding is commenced against Tenant under any bankruptcy or insolvency law, and is not dismissed within sixty (60) days.
6. Tenant is adjudicated bankrupt.
7. A receiver or other official is appointed for Tenant, or for a substantial part of Tenant’s assets, or for Tenant’s interest in this Lease.
8. Any attachment or execution is filed or levied against a substantial part of Tenant’s assets or Tenant’s interest in this Lease, or any of Tenant’s property on the Premises that is not insured.

(B) If Landlord fails to observe or perform any of Landlord’s obligations as set forth in this Lease and Tenant has given Landlord not less than ____________ days (30 if not specified) written notice of the default, or if the default is of a character so that more than ____________ days (30 if not specified) to cure are required and Landlord fails to use its best efforts to cure the default after receiving notice from Tenant, then after such ____________ days (30 if not specified) notice. Tenant shall have the right, but not the obligation, to cure the default on behalf of Landlord, at the expense of Landlord, and may seek reimbursement from Landlord by means of any available legal process.

25. NOTICE OF DEFAULT

(A) Notwithstanding anything to the contrary in this Lease, and except in connection with the provisions of Paragraph 24(A)(2), (4), (5), (6), (7), or (8) for which no notice or cure period shall be given or permitted, if Tenant has failed or refused to perform, or has violated any of the non-monetary terms, covenants, conditions or agreements contained in this Lease, Landlord shall notify Tenant in writing.

(B) Upon receiving such Notice of Default, Tenant shall correct the matter(s) complained of within ____________ days (30 if not specified) after receipt of written notice, or if more than such ____________ days (30 if not specified) are required to correct with reasonable diligence the matter(s) complained of in such notice, Tenant shall begin to correct them within such ____________ days (30 if not specified) and pursue such corrective action with reasonable diligence thereafter, providing Landlord with timely written confirmation thereof. Tenant shall diligently follow through with such correction(s) to conclusion.
26. WAIVER OF NOTICE

Tenant hereby waives all rights to legal notice, whether provided by statute or common law, and agrees that prior written notice delivered as provided herein with respect to proceedings to recover possession in the event of default, at any time shall be sufficient.

27. RIGHT TO CURE

If Tenant shall default in performing any of its obligations under this Lease, Landlord may (but shall not be obligated), in addition to Landlord’s other rights and remedies, and without waiver of such default, cure such default on behalf of Tenant, thereby entering and possessing the Premises if deemed necessary by Landlord, provided that Landlord shall have first given Tenant notice of such default and Tenant shall have failed within ____________ days (30 if not specified) following receipt of said notice to cure or diligently pursue the cure of said default (which notice and opportunity to cure shall not be required in case of actual emergency). Tenant, upon demand of Landlord, shall reimburse Landlord for all actual costs (including reasonable attorneys’ fees) incurred by Landlord with respect to such default and, if Landlord so elects, Landlord’s efforts to cure the same.

28. ALTERNATIVE DISPUTE RESOLUTION

(A) Landlord and Tenant agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims and other problems that arise or are related to this Lease through mediation and, if not successfully resolved, then through binding arbitration in accordance with the principles of the Uniform Arbitration Act, 42 Pa.C.S.A. §7301, et seq., and other related laws of the Commonwealth of Pennsylvania. The parties make the foregoing commitment with full knowledge that by agreeing to submit disputes to binding arbitration, the parties are agreeing not to resort to the courts or the judicial system, and are waiving their rights to do so.

(B) When submitting a dispute to a mediator, the parties shall agree upon one mediator from a list of mediators available through the local court or local Federal district court or through such other agency as the parties may mutually agree. The parties agree to share all expenses of mediation equally.

(C) Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an “Arbitration Panel” that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a neutral arbitrator, either party shall have the right to petition the local Court of Common Pleas to appoint a neutral arbitrator. In order to initiate the binding arbitration process, each party will submit a written request for arbitration to the other party, within a reasonable time following the unsuccessful mediation of their dispute. If the parties are unable to agree upon a location for arbitration, then the arbitration will be held at the local courthouse.

29. LANDLORD’S REMEDIES

(A) CONFESSION OF JUDGMENT/EJECTMENT - IN THE EVENT THAT, AND WHEN THIS LEASE SHALL BE DETERMINED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN AS FORESAID, DURING THE LEASE TERM, AND ALSO WHEN AND AS SOON AS THE LEASE TERM HEREBY CREATED SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY, AS ATTORNEY FOR LANDLORD, TO CONFESS JUDGMENT AND EJECTMENT IN ANY COMPETENT COURT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, WITHOUT ANY LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS LEASE SHALL BE A SUFFICIENT WARRANT. WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION WITH CLAUSES FOR COSTS MAY ISSUE FORTHWITH, WITH OR WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES REMAINS IN OR RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT IN THE EVENT OF ANY SUBSEQUENT DEFAULTS TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT IN THE MANNER AND FORM HEREIN AND BEFORE SET FORTH, TO RECOVER POSSESSION OF THE PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THIS LEASE NOR RECOVERING POSSESSION OF THE PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES OR ACTION AGAINST TENANT FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT; NOR THE RESORTS TO ANY WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE, AND TO OBTAIN POSSESSION IN THE MANNER PROVIDED HEREIN.

(B) AFFIDAVIT REQUIRED - IN ANY ACTION IN EJECTMENT, LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT, 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 IS 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.

(C) Tenant releases Landlord and to any and all who appear for Landlord, from all procedural errors in said proceedings. Except as set forth above, Tenant expressly waives the benefits of laws, now or hereinafter enforced, exempting any goods on the Premises, or elsewhere from distraint, levy, or sale in any legal proceeding taken by Landlord to enforce any rights under this Lease.
(D) No act or forbearance by Landlord shall be deemed a waiver or election of any right or remedy by Landlord with respect to Tenant’s obligations hereunder, unless and to the degree that Landlord shall execute and deliver to Tenant a written instrument to such effect, and any such written waiver by Landlord shall not constitute a waiver or relinquishment for the future of any obligation of Tenant. Landlord’s acceptance of any payment from Tenant (regardless of any endorsement on any check or writing accompanying such payment) may be applied by Landlord to Tenant’s obligations then due hereunder in any priority as Landlord may elect, and such acceptance by Landlord shall not operate as an accord and satisfaction, or constitute a waiver of any right or remedy of Landlord with respect to Tenant’s obligations hereunder. All remedies provided to Landlord herein shall be cumulative.

30. PAYMENT OF TENANT’S OBLIGATIONS BY LANDLORD

All terms, covenants, agreements, and conditions to be performed by Tenant under this Lease shall be performed by Tenant at Tenant’s sole cost and expense. If Tenant fails to pay any sum of money, other than Rent, required to be paid by Tenant under this Lease, or if Tenant shall fail to perform any other act that it is obligated to perform under this Lease, and if such failure(s) shall continue beyond any grace period or cure period as set forth in this Lease, Landlord may, without waiving or releasing Tenant from any of Tenant’s obligations, make such payments or perform such task or other act on Tenant’s behalf. All sums paid or incurred by Landlord and all incidental costs thereto (including reasonable attorneys’ fees) shall be Tenant’s sole cost and responsibility, and shall be deemed Additional Rent.

31. ABANDONMENT

(A) In the event of termination of this Lease in any manner whatsoever, Tenant shall immediately remove Tenant’s goods and effects, and those of any other person claiming under Tenant or subtenancies assigned to it, and quit and deliver the Premises to Landlord peacefully and quietly.

(B) Goods and effects not removed by Tenant after termination of this Lease, or within ____________ hours (72 if not specified) after a termination by reason of Tenant’s default, shall be considered abandoned.

(C) Landlord shall give Tenant notice of right to reclaim abandoned property pursuant to applicable local law, and thereafter dispose of the same as it deems expedient, including in storage and public warehouse or elsewhere at the cost and for the account of Tenant. Tenant shall promptly upon demand reimburse Landlord for any expense incurred by Landlord in connection with storing or disposing of Tenant’s goods and effects, which obligation shall survive the termination of this Lease.

32. HOLDING OVER

(A) This Lease shall expire absolutely and without notice on the last day of the Term or any renewal thereof. If Tenant, with the prior written consent of Landlord, retains possession of the Premises or any part thereof after the termination of this Lease by expiration of the Term or otherwise, a month-to-month tenancy shall be deemed to exist. Tenant shall continue to pay all Rent, plus ordinary maintenance, taxes, insurance and all other charges due under this Lease. Such holdover tenancy may be terminated by Landlord or Tenant upon ___________ days (30 if not specified) written notice by either party to the other party.

(B) If such holding over exists without Landlord’s prior written consent, Tenant shall pay Landlord, as partial compensation for such unlawful tenancy, an amount calculated on a per diem basis for each day of such continued unlawful tenancy equal to __________% (150 if not specified) of the Rent for the time Tenant remains in possession. Such payments for unlawful retention shall not limit any rights or remedies of Landlord resulting from the reason of the wrongful holding over by Tenant, nor shall such unlawful retention create any right of Tenant to continue in possession of the Premises. All other terms and provisions of this Lease then in effect shall remain in effect.

33. PRESERVATION OF LANDLORD’S ENFORCEMENT RIGHTS

Landlord’s acceptance of Rent or any amount due and owing, or failure to enforce any right under this Lease shall not waive any other rights that Landlord may have hereunder. Any attempt to collect Rent and/or other amounts due and owing by one proceeding shall not waive Landlord’s right to collect the same by any other proceeding.

34. RECORDING

Neither this Lease, nor any assignment of this Lease, shall be recorded by Tenant.

35. TENANT’S JOINT AND SEVERAL LIABILITY

If two or more individuals, corporations, partnerships, or other business associations, or any combination of two or more, shall sign this Lease as Tenant(s), the liability of each such individual, corporation, partnership or other business association to pay Base Rent, pay Additional Rent, and to perform all other obligations hereunder to be performed by Tenant shall be deemed to be joint and several. If Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several.

36. TRANSFER OF LANDLORD’S INTEREST; LIMITATION TO LIABILITY

(A) Notwithstanding any provision of this Lease to the contrary, in the event of the sale or other transfer of Landlord’s interest in the property, Landlord shall immediately notify Tenant in writing at the address set forth in Paragraph 50. Upon the successful completion of the sale or other transfer of Landlord’s interest in the property, Landlord shall be released and discharged from all covenants, agreements and obligations of Landlord, whether previously accrued or thereafter accruing.

(B) Liability of Landlord under this Lease shall be limited to its interest in Landlord’s property, and any judgment against Landlord shall be satisfied solely out of the proceeds of the sale of its interest in the property, and any judgment so rendered shall not give rise to any right of execution or levy against any of Landlord’s other assets.

(C) Landlord shall have no personal liability to any successor in interest with respect to any of the provisions of this Lease or any obligation.
nego-

356 gation arising from this Lease. Tenant shall look solely to the equity of the then-owner of the property for satisfaction of remedies
357 by Tenant in the event of a breach by Landlord of any of its covenants, agreements or obligations hereunder.
358
359 (D) In no event shall Landlord be liable to Tenant for consequential or punitive damages for any reason whatsoever.
360
361 37. TIME IS OF THE ESSENCE
362 All times and dates identified for the performance of any obligations of this Lease are of the essence and are binding.
363
364 38. CHOICE OF LAW
365 This Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.
366
367 39. ATTORNEYS’ FEES
368 If either party institutes legal proceedings against the other to enforce any provision of this Lease, or otherwise with respect to any dispute arising out of this Lease, in any legal proceeding that is final and unappealable, the losing party shall, within thirty (30) days after receipt of a detailed statement, reimburse the prevailing party for their reasonable attorneys’ fees and legal costs incurred.
369
370 40. CONSTRUCTION
371 (A) In construing this Lease, the terms “Lease,” “agreement” and “Agreement” shall be synonymous; the term “Lease” shall also
372 include all exhibits, addenda and riders hereto. The singular shall be deemed to include the plural, and the plural the singular. All references to any specific party shall be gender neutral, and shall include their respective personal representatives, successors and permitted assigns.
373 (B) Where the provisions of this Lease refer to the duties and/or responsibilities of Tenant, the term “Tenant” shall be construed, whenever reasonable, to include Tenant’s agents, employees, officers and assigns.
374
375 41. HEADINGS
376 The section and paragraph headings in this Lease are for convenience only and are not intended to indicate all of the matter in the sections that follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.
377
378 42. SUCCESSORS AND ASSIGNS
379 Subject to the restrictions on transfer, assignment and subletting, the terms, conditions and covenants of this Lease shall be binding upon
380 and shall inure to the benefit of each of the parties, their heirs, personal representatives, successors and/or permitted assigns. When
381 more than one party shall be Tenant under this Lease, or “Tenant” wherever used in this Lease shall be deemed to include all Tenants,
382 jointly and severally.
383
384 43. BROKERS
385 It is expressly understood and agreed between the parties hereto that the herein named Broker(s), their licensees, employees and any
386 officer or partner are acting only as agent for the party that hired them, and no other, and will in no case whatsoever be held liable,
387 either jointly or severally, to either party for the performance of any term, covenant or condition of this Lease, or for any damages that
388 arise from the breach, default or non-performance thereof.
389
390 44. LEASE INTERPRETATION; PRIOR REPRESENTATION
391 (A) The parties acknowledge that each has been represented by legal counsel in negotiating this Lease, or has had the opportunity to
392 be so represented, and that each intends that the provisions of this Lease not be interpreted or construed against either party due to
393 the fact that such party may have been responsible for the drafting of this Lease. The parties acknowledge that in the course of
394 negotiating this Lease, their representatives gradually reached agreement on the terms set forth in this Lease.
395 (B) The parties acknowledge that none of the prior oral and written agreements between them, and none of the representations on which
396 either of them has relied relating to the subject matter of this Lease, shall have any force or effect whatsoever, except as and to the
397 extent that such agreements and representations have been incorporated into this Lease.
398
399 45. SEVERABILITY
400 If any term or provision of this Lease or the application of any term or provision of this Lease to any person or circumstance is finally
401 judged to be invalid or unenforceable, the remainder of this Lease shall not be affected (including any attempted application of the
402 invalid or unenforceable term or provision to the other person or circumstance). Landlord and Tenant hereby acknowledge and agree
403 that they would have agreed upon each term and provision contained in this Lease irrespective of the fact that one or more term or pro-
404vision was contrary to the law, or during the Term or Renewal Term or extension thereof are found to be contrary to the law.
405
406 46. RIGHTS CUMULATIVE
407 Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease
408 shall be cumulative and shall not be exclusive of any other such right, remedy or benefit allowed at law or in equity.
409
410 47. EXECUTION AND COUNTERPARTS
411 This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts
412 together shall constitute one-in-the-same Lease of the parties. To facilitate execution of this Lease, the parties may initially execute and
413 exchange by telephone, facsimile or email counterparts of the signature pages to be promptly supplemented by exchange of hardcopies.
414
415 48. ENTIRE AGREEMENT
416 This Lease and any attached exhibits and addenda constitute the entire agreement between Landlord and Tenant with respect to
417 Landlord’s Premises, and there are no promises, agreements, conditions or understandings, whether oral, written or digital, between
418 them other than as are herein set forth. Neither this Lease nor any of its provisions may be altered, amended, changed, waived, dis-
419 charged or terminated orally, but only by an instrument in writing signed by the parties.
420
421 49. AUTHORITY
422 (A) The person(s) executing this Lease on behalf of Landlord do/does hereby represent and warrant that Landlord is a duly authorized
and validly existing ____________________ (nature of entity) under the laws of ____________________ (state), that
Landlord is authorized to do business in the Commonwealth of Pennsylvania, that Landlord has full rights, power and authority to
to enter into this Lease, and that each person signing on behalf of Landlord is authorized to do so.

(B) The person(s) executing this Lease on behalf of Tenant do/does hereby represent and warrant that Tenant is a duly authorized and
validly existing ____________________ (nature of entity) under the laws of ____________________ (state), that
Tenant is authorized to do business in the Commonwealth of Pennsylvania, that Tenant has full rights, power and authority to enter
into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

50. NOTICES

(A) Notices shall be in writing and shall be deemed properly served three (3) business days after depositing in the United States postal
service, as registered or certified mail, return receipt requested, postage prepaid, or upon receipt when sent by overnight express
carrier with a request that the addressee sign a receipt evidencing delivery, and addressed as follows, or to any other address fur-
nished in writing by any of the foregoing:

TO TENANT:

TO LANDLORD:

(B) Any change of address furnished by either party shall comply with the notice requirements of this Paragraph, and shall include a
complete outline of the current notice of addresses to be used for all parties, including electronic mail addresses.

51. SPECIAL CLAUSES

(A) The following are part of this Lease if checked:

☐ Change of Lease Terms Addendum (PAR Form CLT)

☐ Floorplan of Premises

☐ [ ]

(B) Additional Terms: See Exhibit A attached hereto and made a

part hereof.
NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney. Landlord and Tenant have negotiated the terms and conditions of this Lease, including any and all addenda hereto, and have initialed any and all changes made, and identify this Date as the “Signing Date” of this Lease.

TENANT/AUTHORIZED SIGNER  
Title ____________________________  
DATE 2/25/17

TENANT/AUTHORIZED SIGNER  
Title ____________________________

TENANT/AUTHORIZED SIGNER  
Title ____________________________

TENANT/AUTHORIZED SIGNER  
Title ____________________________

CO-SIGNER  
Title ____________________________

CO-SIGNER  
Title ____________________________

LANDLORD/AUTHORIZED SIGNER  
Title ____________________________  
DATE 02/25/17

LANDLORD/AUTHORIZED SIGNER  
Title ____________________________  
DATE 02/25/17

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Landlord, (current Landlord) now transfers to (new landlord) his heirs and estate, this Lease and the right to receive the Rents and other benefits.

CURRENT LANDLORD  
Title ____________________________  
DATE

CURRENT LANDLORD  
Title ____________________________  
DATE

NEW LANDLORD  
Title ____________________________  
DATE

NEW LANDLORD  
Title ____________________________  
DATE
Exhibit A to Commercial Lease

between

Holistic Pharma LLC and Amba Krupa LLC

1. **Base Rent**- Base rent shall be as follows:
   a. For the month of March, 2017- $1,000.00
   b. For the period April 1, 2017-March 31, 2023- $3,500.00 per month
   c. For the first renewal term, if exercised- $46,200 annually
   d. For the second renewal term, if exercised-$50,820

2. **Term of Lease**- Lease to commence on March 1, 2017 and continue until March 31, 2023 ("Initial Term"). Thereafter, Tenant shall have two (2) options to renew for five (5) years each (each, a "Renewal Term") upon the delivery to Landlord of its desire to extend no less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

3. **Early Termination**- Tenant shall be permitted to terminate the Lease prior to the expiration of the Initial Term as follows:
   a. **Prior to March 31, 2017**- Tenant may cancel prior to March 31, 2017 by providing written notice of cancellation and a payment of $1,000.00
   b. **Between April 1, 2017 and September 30, 2017**- Tenant may cancel the Lease between April 1, 2017 and September 30, 2017 by providing written notice and a payment of $3,500.00
   c. **Between October 1, 2017 and December 31, 2017.**- Tenant may cancel the Lease between October 1, 2017 and December 31, 2017 by providing written notice and a payment of $5,000.00

4. **Use and Occupancy Taxes**- Tenant shall be responsible for its pro rata share of Use and Occupancy taxes.
5. **Real Estate Taxes**- Landlord shall be responsible for all real estate taxes for the year 2017. In the event of an increase in the real estate taxes for the building, Tenant shall be responsible for its pro rata share of such increase only.

6. **Insurance**- Landlord shall be responsible for general insurance on the property.

7. **Maintenance**- Landlord shall be responsible for the outside maintenance on the building.

8. **Other Expenses**. Tenant shall be responsible for the payment of its own direct expenses such as its electrical usage, water, gas, licensing, taxes, insurances and anything related to his portion of the Premises.

9. **Signage**- Tenant shall be permitted the use of the top 60% of the outside signage.

10. **Space**- Approximately 3,000 sf (as is).

11. **Tenant Insurance**- General liability, including slip and fall, business liability, physical business anything relating to the business and tangible and intangible assets.

Exhibit A to Commercial Lease between
Holistic Pharma LLC and Amba Krupa LLC

PAGE 2
Attachment F: Affidavit of Business History

Instructions:

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

State of Pennsylvania
County of Delaware

The undersigned, Alexandra Gastroj Morgan, hereby certifies the following:

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

<table>
<thead>
<tr>
<th>Name of individual</th>
<th>Role (principal, operator, financial backer or employee)</th>
<th>Business name and address</th>
<th>Position of management or ownership of a controlling interest</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Genderson</td>
<td>Operator</td>
<td>Holistic Remedies LLC</td>
<td>Owner/Manager</td>
<td>2011- present</td>
</tr>
<tr>
<td></td>
<td></td>
<td>308 Massachusetts Ave NE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington DC 20002</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Organic Wellness LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>308 Massachusetts Ave NE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington DC 20002</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Holistic Industries, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>33 State Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Springfield, MA 01103</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Budding Rose LLC (MD license)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>300 Massachusetts Ave NE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington DC 20002</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rosebud Organics LLC (MD license)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>300 Massachusetts Ave NE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington DC 20002</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rabbi Jeffrey Kahn</td>
<td>Advisory Board</td>
<td>Takoma Wellness Center LLC</td>
<td>Owner/Manager</td>
<td>2011- present</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6925 Blair Rd NW</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington DC 20001</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

[Signature]

Signature of Affiant and Title

Date

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

[Signature]

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

CATHERINE A BERTRAND
Notary Public

HAVERFORD TWP., DELAWARE COUNTY
My Commission Expires Jul 28, 2018

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Attachment G: Affidavit of Criminal Offense

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

State of Pennsylvania
County of Delaware

The undersigned, [Signature], hereby certifies the following by checking the boxes below:

Principal(s):

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

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

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

Name(s): ________________________________________________
Offense(s): _____________________________________________

Operator(s):

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

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

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

Name(s): ________________________________________________
Offense(s): _____________________________________________
Financial Backer(s):

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

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

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

Name(s): ____________________________________________

Offense(s): _________________________________________

Modify

Signature of Affiant and Title 3/16/17

Date

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

Catherine A. Bertrand

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

CATHERINE A BERTRAND

Notary Public

HAVERFORD TWP, DELAWARE COUNTY

My Commission Expires Jul 28, 2018

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Attachment K: Release Authorization

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

TO: __________________________________________

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

FROM: Holistic Pharma LLC

Applicant’s Name

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

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

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

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

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

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

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

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

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

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

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

STATE OF

COUNTY OF

On this 16th day of March 2017, before me, a Notary Public, personally appeared

(ALEXANDRA MORGAN) (known to me or satisfactorily proven) to be the person whose name is subscribed in this Release, and acknowledged that he/she executed the same for the purposes herein contained.

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

Catherine A. Bertrand
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Catherine A Bertrand
Notary Public

Haverford Twp, Delaware County
My Commission Expires Jul 28, 2018
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.

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

Trade names and DBA (doing business as) names:
N/A

Principal Business Address: 339 W. Lancaster Ave, Ste. 200
City: Haverford State: PA Zip Code: 19041
Phone: 610-505-6200 Fax: N/A Email: holisticpharmapa@gmail.com

A. Priorities for Multiple Grower/Processor 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 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 ___</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             | 5. Berks  
|                          | 2. Bucks  
|                          | 3. Chester  
|                          | ______ Delaware  
|                          | ______ Lancaster  
|                          | 1. Montgomery  
|                          | 4. Philadelphia  |
| 2- Northeast             | 5. Lackawanna  
|                          | ______ Lehigh  
|                          | ______ Luzerne  
|                          | ______ Northampton  
|                          | 3. Blair  
|                          | ______ Cumberland  
|                          | ______ Dauphin  
|                          | ______ York  |
| 3- Southcentral          | 5. Centre  
|                          | ______ Lycoming  
|                          | 4. Northcentral  |
| 4- Southwest             | 5. Allegheny  
|                          | ______ Butler  
|                          | ______ Washington  
|                          | 6. Westmoreland  
| 6- Northwest             | 5. Erie  
|                          | ______ McKean |
Subsection A: Duties Responsibilities, and Roles of each Principal, Financial Backer, Operator and Employees

First Name: Alixandra
Middle Name: Jen Batoff
Last Name: Morgan
Suffix:
Occupation: Attorney
Title in Applicant’s Business: Director of Community Affairs, Owner

The Director of Community Affairs will work with representatives of government agencies, nonprofit organizations, and private companies to manage the relationships necessary to support the long-term growth and success of our enterprise. The Director is responsible for understanding current and emerging community and medical marijuana health needs and developing strategies on how to best address those needs with the goal of maximizing the overall breadth of our product and services and number of patients served.

First Name: Staci
Middle Name: Beth
Last Name: Walkes
Suffix:
Occupation: Aftercare Program
Title in Applicant’s Business: Director of Human Resources, Owner

The Director of Human Resources guides and manages the overall provisions of the Human Resources services, policies, and programs for the entire company. The major areas overseen are employment and compliance with regulatory matters, employee orientation, development, and training, policy development and documentation, employee relations, compensation and benefits administration, employee safety, welfare, wellness and health and employee services and counseling.

First Name: Richard
Middle Name: Gary
Last Name: Genderson
Suffix:
Occupation: Retail Owner
Title in Applicant’s Business: Director of Operations

The Director of Operations is responsible for developing and driving innovative Dispensary operational strategies that ensure an excellent experience for our patients. This key position will manage all employees engaged in the daily operations of company Dispensaries including
product ordering, sales, cash handling processes, financial reporting, inventory management, vendor relationships, customer service, regulatory compliance, patient communication, patient education, and patient information management and insuring we operate under the highest standards of professionalism.

First Name: Keith
Middle Name: Alan
Last Name: Morgan
Suffix: 
Occupation: Business Executive
Title in Applicant’s Business: Director of Administration

The Director of Administration works to improve processes and policies, manage administrative staff, and lead long term organizational planning. Works in conjunction with the Director of Operations to build an outstanding administrative staff by recruiting, selecting, orienting, and training employees, maintaining a safe and secure work environment and developing personal growth opportunities for employees.

First Name: Jeffrey
Middle Name: 
Last Name: Khan
Suffix: 
Occupation: Retail Owner
Title in Applicant’s Business: Director of Dispensary Oversight & Compliance

Given his vast and direct experience in launching, owning and operating a Medical Marijuana Dispensary in Washington DC, Jeffrey Kahn is ideally situated to play a key role in advising Holistic Pharma’s operating team on all aspect of Dispensary Policies, Procedures & Regulatory Compliance. His initial focus will be on review and final approval on Dispensary design and layout, and training staff personnel on SOP’s for operations, patient services, records management. He will also be an invaluable ongoing advisor as an important sounding board for our senior staff on all major strategic and policy matters.

First Name: Lawrence
Middle Name: 
Last Name: McCrae
Suffix: 
Occupation: General, Electrical & Telecommunications Contractor
Title in Applicant’s Business: Director of Construction

As our Director of Construction, Larry will work closely with building specialists, such as architects, civil engineers, and a variety of trade workers, including, plumbers, electricians,
carpenters, and masons etc. He will be responsible for overseeing the build out and interior finishing of all Dispensary sites. As a construction industry veteran for over twenty years, and the CEO of one of the largest minority owned contractors in Pennsylvania, he will insure that all work will be thoroughly bid to give the maximize opportunity for us to engage minorities as both site workers and construction sub-contractors. Larry makes delivering superior quality, attentive service, effective cost control and timely scheduling as his key priorities.

First Name: Cherie
Middle Name: Parungo
Last Name: Erkmen
Suffix: 
Occupation: Thoracic Surgeon
Title in Applicant’s Business: Medical Advisory Board Member

Medical Advisory Board Member Dr. Cherie Erkman is a thoracic surgeon, who specializes in the treatment of lung cancer. Holistic Farms will work with Dr. Erkman to support her ongoing work in decisional sciences surrounding lung cancer screening. Holistic Farms will also support Dr. Erkman to bring her highly successful Community Health Fair to Promote Lung Health the local communities where our Dispensaries are located.

First Name: Kadir
Middle Name: 
Last Name: Erkmen
Suffix: 
Occupation: Neurosurgeon
Title in Applicant’s Business: Medical Advisory Board Member

Medical Advisory Board Member Dr. Kadir Erkman is a neurosurgeon, who has ongoing professional experience treating brain tumors. Holistic Farms will work with Dr. Erkman to design and develop programs and products intended to provide relief, comfort and potentially treatment for people afflicted with brain tumors through the use of medical marijuana products.

First Name: Stefanie
Middle Name: Anne
Last Name: Langer
Suffix: 
Occupation: Strategic Advisor & Investment Consultant
Title in Applicant’s Business: Director of Finance & Treasury

Provide advice and guidance to the Director of Accounting and staff on proper cash management. Monitor cashflow and ensure adequate liquidity for all financial obligations and
working capital needs and ensure compliance with all financial internal controls, policies and procedures

First Name: Kaman  
Middle Name: Jannie  
Last Name: Lau  
Suffix:  
Occupation: Lawyer  
Title in Applicant’s Business: Director of Diversity

Relying on her unique leadership experience in the field of diversity, Jannie will work with all team members to help conceptualize, define, assess, nurture, and cultivate diversity, inclusion and cultural competence as an institutional and education resource. Develop and manage both the strategic and tactical diversity and culturally-competent care initiatives with the goal of enhancing the quality of services provided to patients/families and improving the quality of work life for employees.

First Name: Mitesh  
Middle Name: Subash  
Last Name: Patel  
Suffix:  
Occupation: Physician  
Title in Applicant’s Business: Medical Advisory Board Chair

Holding both a Master’s in Business Administration from The Wharton School, and a Medical Degree from the University of Michigan, Dr. Mitesh Patel is rare professional in the field of medicine as he has a deep understanding of both a patient’s medical needs, and the underlying business fundamentals for companies to effectively and efficiently deliver health care to patients. Dr. Patel will play a key strategic role in advising Holistic Pharma on the selection of products which it intends to bring to the market and which patient medical conditions we will focus on addressing. He is also a very experienced Clinical Research professional, and will play an important role in guiding Holistic Pharma on all of its research initiatives in the field of medical marijuana.

First Name: Hemin  
Middle Name: M  
Last Name: Vaidya  
Suffix:  
Occupation: retail pharmacist  
Title in Applicant’s Business: Chief Pharmacist

With nearly 20 years of experience as a licensed and operating Pharmacist, Hemin Vaidya, Rph, Pharm D, will serve as Holistic Pharma’s Chief Pharmacist overseeing the hiring and training of all Dispensary Pharmacists and advising Nurse Practitioners on all drug related policies and
procedures for medical marijuana products. Further he will assist our staff in educating patients on the safe and appropriate use of our medications and the proper provision of drug information within our organization.

First Name: William
Middle Name: Joseph
Last Name: Albany
Suffix: Jr
Occupation: Retired Chief of Police
Title in Applicant’s Business: Director of Security

Bill Albany served as a police officer for thirty-nine years, with the last twelve as a Chief of Police, recently retiring in December, 2016. As such he is a seasoned veteran with strong expertise in all aspects of security and law enforcement. As our Director of Security, he will oversee, train and advise staff on all security related areas of our operations, such as Premise Accessibility and Visitor Access, Surveillance & Alarm Systems, and Diversion prevention.

First Name: Tejas
Middle Name:
Last Name: Ajmeri
Suffix:
Occupation: Accountant
Title in Applicant’s Business: Director of Accounting

With a Master's Degree in Finance from Pennsylvania State University, and over a decade of real world operating experience as a financial professional serving as CFO and Director of Accounting for four different businesses engaged in retail or consumer services, TJ brings to Holistic Pharma strong expertise in all aspects of accounting and financial planning. He will be responsible for overseeing the team of personnel who will maintain all financial records for Holistic Pharma and for implementing and maintaining a system of internal controls that will ensure that company assets are adequately safeguarded, and financial reporting is prepared in proper compliance with all policies and regulations.

First Name: Abraham
Middle Name: Charles
Last Name: Reich
Suffix:
Occupation: Attorney
Title in Applicant’s Business: Director of Legal
The Director of Legal will serve a key role in working with staff members in all areas of compliance and will oversee the Corporate Compliance Program, functioning as an independent and objective individual that reviews and evaluates compliance issues/concerns within the organization. The position ensures the Board of Directors, management and employees are in compliance with the rules and regulations of regulatory agencies, that company policies and procedures are being followed, and that behavior in the organization meets the company’s Standards of Conduct.

First Name: Eileen  
Middle Name: B.  
Last Name: Gratton  
Suffix:  
Occupation: Registered Nurse  
Title in Applicant’s Business: Director of Patient Relations

The Director of Patient Relations acts as a liaison between visitors, medical professionals, patients, our staff, and members of the local community. Handles all grievances and oversees all conflict resolution as a mediator. Educates staff on best practices to maximize the delivery of outstanding customer service to ensure we deliver a high level of quality care and services for our patients.

First Name: Jeremy  
Middle Name:  
Last Name: Workman  
Suffix:  
Occupation: Health & Wellness Professional  
Title in Applicant’s Business: Director of Health & Wellness

The Director of Health & Wellness will organize events and community outreach to educate citizens of Pennsylvania on the new medical marijuana program and the multitude of medical conditions for which patients are eligible. He will design, implement and manage ongoing policies and procedures for wellness and outreach to maximize patient participation.

Subsection B: Employee Qualifications of each Principal and Employee

Alixandra J. Batoff Morgan is a seasoned law professional with over two decades of experience as an attorney handling a broad diversity of legal matters. From her early days as a law clerk filing briefs, to her current role as the general counsel for a large private investment partnership, she brings a sharp mind and dedication every day to her work. She is a licensed member of both the Bar of the Commonwealth of Pennsylvania and the State of New Jersey.
Alix grew up in Wynnewood, Pennsylvania and attended the prestigious Baldwin School. She earned a Bachelor of Science degree in Psychology from George Washington University in Washington DC, earning a 3.9 GPA in her major and graduating in the top 2% of her class, with “Special Honors.” She then attended the Delaware Law School at Widener University, where she graduated in the top 5% of her class. Additionally, she holds a Master’s Degree in Education from Cabrini University, where she achieved a perfect a 4.0 GPA.

In the 1990’s, Alix clerked for President Judge Stephen J. McEwen Jr., Superior Court of Pennsylvania, and The Honorable Judge Marlene Lachman, Court of Common Pleas in Philadelphia, PA. From there she moved on to become a legal recruiter for Major, Hagen and Africa, where she placed and advised attorneys for associate, partner, and in-house positions.

Since 2004, Alixandra has served as Partner & Legal Counsel for K&AM Investors, LP in Philadelphia, PA. As General Counsel, she provides legal advice for this private investment fund which manages a $300 million portfolio of marketable fixed income and equity securities, hedge funds, and private equity investments. Since inception, K&AM Investor’s U.S. equity portfolio has consistently exceeded the returns of the S&P 500.

Outside of her professional life, Alix has served on several charitable committees, with a focus on education and childhood health. Currently she serves on the Board of Trustees for the Gladwyne Montessori School in Gladwyne, PA. She resides in Haverford, PA with her husband Keith, sons Grayson and Anderson, and stepson William.

**Staci Walkes, Esq.** is a human resources expert with decades of experience in human resources management as well as labor and employment law. Staci began her career as an associate for the law firm of Barley, Snyder, Senft & Coen, then as an associate for Obermayer, Rebmann, Maxwell & Hippel, both in the Labor and Employment Department where her responsibilities included all aspects of employment litigation and resolution, labor negotiations and arbitrations, and general management counseling.

Thereafter, she was legal counsel and Human Resources Director for Waste Management, Inc. with oversight of management training, affirmative action audits, employee counseling, and employee complaint investigation and resolution. She also directed management staff with regards to the Eastern Area’s 17,000-person workforce, including handling issues related to hiring, firing, employee discipline, and legal compliance. In 2003, Staci became the Human Resources Manager for Toll Brothers, Inc. where she oversaw management development, and implemented an innovative employee wage program.

Staci graduated Tufts University Magna Cum Laude with a BS in Psychology and earned her Juris Doctorate from the University of Pennsylvania Law School. She will serve as Human Resources Director for Holistic Industries.
Keith A. Morgan is a seasoned and highly successful entrepreneur, with over 30 years of senior executive leadership experience covering many aspects of management, business development, brand awareness, customer service, operational excellence and marketing.

Keith spent most of his career with AAMCO Transmissions, Inc., the world’s largest chain of automotive transmission repair centers which was founded in 1963 in Philadelphia. Keith served as its Chief Executive Officer from 1992 to 2006. Under Keith’s leadership, AAMCO’s annual sales grew by over fifty percent to $600 million with 750 locations across 47 states, and serviced over twenty-five million vehicles. In 2006, Keith negotiated a highly successful sale of AAMCO to American Capital Strategies, at the time a $7 billion publicly traded company. Today, AAMCO remains headquartered in Pennsylvania, with its corporate offices in Horsham, PA.

Prior to joining AAMCO, Keith was employed from 1983 to 1991 at Master Lease Corporation, a national equipment leasing company headquartered in Bala Cynwyd, PA. Under Keith’s leadership as President and Chief Operating Officer, Master Lease grew to become the largest independent lessor of telecommunications equipment in the United States. The company was sold to the Tokai Bank of Japan in 1989, which was then the sixth largest bank in the world. Today, the former Master Lease is part of the Vendor Finance division of DLL Financial Solutions, a global leader of asset-based financial solutions, and the company is headquartered in Wayne, Pennsylvania.

In 2004, Keith launched K&AM Investors LP, a private investment fund, and today serves as its Chief Investment Officer, overseeing a portfolio of over $300 million in marketable securities. In 2010, Keith acquired the Area Development and Franchise rights to launch Krispy Kreme Doughnuts in the Greater Philadelphia Market. In 2015, his stores were recognized by Krispy Kreme as one of the most successful Krispy Kreme markets in the Country based on same store sales increases.

Keith grew up in Lower Merion, PA and graduated from the University of Pennsylvania Cum Laude with a BS in Psychology. He has served on the board of many non-profit institutions such as The Free Library of Philadelphia, The Shipley School, The Suzanne Morgan Foundation, The Cancer Support Community of Philadelphia, and Penn Medicine. He was on the Board of Trustees of Penn Medicine from 2005 to 2014, and served as a Vice Chairman of the Campaign Cabinet, which oversaw a seven-year capital campaign that raised $1.4 billion. He is currently a Penn Medicine Board Trustee Emeritus, and serving on the Cardiovascular Leadership Council, the Development Committee, and the Women’s Health Leadership Council, which he founded in 2008.

Richard Genderson brings rare experience as a leader of five companies licensed to grow/process and dispense Medical Marijuana in highly regulated environments. In Washington DC’s Medical Marijuana program, he is Managing Member and CEO/President of Organic Wellness LLC, a Cultivation Center licensee vetted and approved to grow and process Medical Marijuana products by Washington DC’s regulators during the program's second round of
issuances in 2014. Organic Wellness was among the quickest licensees to build out its indoor Cultivation Center and commence operations.

In Maryland’s Medical Marijuana program, Rick is an owner and principal officer of Rosebud Organics, which was recently awarded one of the 15 limited processor licenses after a rigorous and competitive application process, and Budding Rose, which was recently awarded one of the three dispensaries permitted in Senatorial District 16 (Montgomery County). These Maryland companies are now in the facility design and build-out phase of development as they move towards operational status, anticipated in Spring 2017.

In Massachusetts’ Medical Marijuana program, Rick is a Board Member and Chief Financial Officer of Holistic Industries, Inc., a non-profit, vertically integrated Medical Marijuana company granted a Provisional Certificate of Registration by the state for one grower/processor facility in Monson, MA and one dispensary in Somerville, MA. The company has been invited to submit Siting Plans for two additional dispensary locations.

In Arizona’s Medical Marijuana program, Rick serves as a Board Member of SWC Tempe and 203 Organix, each nonprofit Medical Marijuana companies licensed by the State of Arizona.

Outside of the Medical Marijuana industry, Rick brings many years of financial management experience to Holistic Industries as Treasurer of Schneider’s of Capitol Hill, a family-owned and operated wine and spirit shop and one of the top retailers in the country with $14 million in sales annually. He has also served as its President/CEO in the past.

Rick is a committed volunteer, serving as Board Member of the National Brain Tumor Society; MEI Futures Academy, a charter school for single mothers that provides daycare for their infants; and Starlight-Starbright Children’s Foundation Mid-Atlantic, a nonprofit dedicated to improving the quality of life for children with chronic life-threatening illnesses and life-altering injuries by providing entertainment, education, and family activities, where he has tenure as Treasurer, Vice President, and President. Rick holds a Bachelor’s degree in Management from Adelphi University.

Rabbi Jeffrey Kahn brings specialized expertise in Medical Marijuana dispensary management and public policy, along with a strong belief in allowing relief to human suffering that is embedded within his faith. Jeff, a reform Rabbi, is the founder, owner, and operator of Takoma Wellness Center, one of Washington DC’s premier Medical Marijuana dispensaries. As a recognized authority in the field of Medical Marijuana policy, Jeff has testified before Congressional and Washington DC committees.

He has served on dozens of policy panels at national conferences, including the Marijuana Business Conference & Expo, where he presented “Strategies for Surviving in a Small or Heavily Regulated Market” and the Americans for Safe Access Unity Conference, where he presented “Advancing Evidenced Based Medical Marijuana Policy.” He has published on Medical Marijuana in Time Magazine and in various op-eds, and has been the subject of numerous articles and interviews. In 2014, he served on a three-person panel with Dr. Paul
Davies, Chair of the Natalie M. LaPrade Medical Cannabis Commission, and Maryland State Delegate Cheryl Glenn, daughter of Natalie M. LaPrade, at a Continuing Medical Education course through the joint sponsorship of Baltimore City Medical Society and Monumental City Medical Society.

Ordained as a Rabbi in 1981, Jeff worked for 30 years as a congregational Rabbi managing large budgets and supervising diverse staff, and overseeing marketing, organizational, and resource development. It was also during his rabbinical duties that he first became aware of the need to develop medicine that could relieve the suffering of patients with specific diseases; in the early 1980s he worked with some of the nation’s first patients diagnosed with HIV/AIDS, before pharmaceuticals became available. In addition to his rabbinic training and career, he has served as CEO of the Interfaith Drug Policy Initiative, a Washington DC based nonprofit organizing religious leaders around drug policy reform based on principles of compassion, morality, and community involvement. He has received extensive Medical Marijuana training at Oaksterdam University in Oakland, California, Greenway University in Denver, Colorado, and Medgrow Cannabis College in Southfield, Michigan.

He holds a bachelor’s degree in Religious Studies from University of Florida, a Master of Arts in Hebrew Literature from Hebrew Union College Jewish Institute of Religion, and a Doctor of Divinity.

**Mitesh S. Patel, MD, MBA, MS** is an Assistant Professor of Medicine and Health Care Management at the Perelman School of Medicine and The Wharton School at the University of Pennsylvania, and is the Director of the Penn Medicine Nudge Unit. He is a Primary Care Physician at the Crescenz Veterans Affairs Medical Center in Philadelphia and is on faculty at the Penn Medicine Center for Health Care Innovation and the Center for Health Incentives and Behavioral Economics.

His research focuses on studying innovative ways to change health behaviors and improve health outcomes by combining digital health approaches that collect data using wireless and wearable devices with engagement strategies that leverage insights from behavioral economics. He has led more than 10 clinical trials that evaluated financial and social incentive designs within hospitals and in partnership with insurers, employers, and community organizations.

As Director of the Penn Medicine Nudge Unit, he leads an initiative within the health care system to systematically test ways to apply insights from behavioral science to choice environments to improve health care value and outcomes. He is the Co-Director of the E-Health course for Wharton MBA students and the Health Care Systems course for Penn medical students. Dr. Patel has received a Career Development Award from the Department of Veterans Affairs and a Clinical Scientist Development Award from the Doris Duke Charitable Foundation. Dr. Patel’s work has been published in leading medical journals including the New England Journal of Medicine, JAMA, Annals of Internal Medicine, and Health Affairs. His work has been featured in numerous media outlets including the New York Times, Wall Street Journal, Washington Post, Forbes, Bloomberg, Time, NPR and CNN.
Abraham C. Reich, Esq. is co-chair of Fox Rothschild LLP, a national law firm ranked in the AM Law 100, and was named as one of the leading litigation attorneys in Pennsylvania by Chambers USA (2008 through 2016), was included in a list of "Top 100 Lawyers in Pennsylvania" and "Top 100 Lawyers in Philadelphia" by Philadelphia Magazine and Law & Politics Magazine (2004, 2005 and 2009-2014), was included in a list of "Top 10 Lawyers in Pennsylvania" by Philadelphia Magazine and Law & Politics Magazine (2011-2015), and is a Fellow of the American College of Trial Lawyers. He was also selected by the Philadelphia Business Journal as one of the honorees for its “Most Admired CEO” Awards (2014). Abe’s practice involves all aspects of business litigation, including antitrust, securities, trade secrets, intellectual property matters, legal ethics and professional responsibility, alternative dispute resolution, and other corporate matters. Abe also represents lawyers and serves as an expert witness in legal ethics, professional responsibility and law firm matters.

In 1995, Abe was the Chancellor of the Philadelphia Bar Association and is a former member of the House of Delegates of the American Bar Association. Abe also served as a member of the Pennsylvania Continuing Legal Education Board, and has served as its Chair. In 1998, he was Chair of the Lawyers Advisory Committee of the U.S. Court of Appeals for the Third Circuit.

Abe graduated from the University of Connecticut as a member of Phi Beta Kappa and earned his JD from Temple University School of Law as a member of the Law Review.

Dr. Kadir Erkmen, MD, FAANS, Associate Professor of Neurosurgery at Temple University School of Medicine, and Director of Cerebrovascular and Neuroendovascular Surgery and Director of the Neurosurgery Residency Program at Temple University Hospital, (2014-Present).

Prior to Temple, Dr. Erkmen served as Assistant Professor of Surgery and Neurology at the Geisel School of Medicine at Dartmouth, and the Surgical Director of the Cerebrovascular and Stroke Program, the Director of Skull Base Surgery, and the Medical Director of the Neuroscience Special Care Unit at Dartmouth-Hitchcock Medical Center in New Hampshire. Following seven years in academic practice at Dartmouth, Dr. Erkmen trained in the new field of Endovascular Neurosurgery, recently completing a fellowship at the University of Texas Health Sciences Center.

Dr. Erkmen specializes in cerebrovascular and neuroendovascular surgery, including open and minimally-invasive treatment of cerebral aneurysms, subarachnoid hemorrhage and carotid stenosis; skull base surgery, including acoustic neuroma, skull base tumors and endonasal endoscopic skull base surgery; minimally invasive techniques in neurosurgery; and general cranial neurosurgery, including brain tumors, brain metastases and glioma. His research focuses on improving outcomes in subarachnoid hemorrhage, facial nerve outcomes in acoustic neuroma and follow-up modalities for coiled aneurysms.
Board-certified in Neurosurgery, Dr. Erkmen earned his Medical Degree from University of Maryland School of Medicine. He completed both a General Surgery Internship and Neurosurgery Residency at Brigham & Women’s Hospital and Children’s Hospital at Harvard Medical School in Boston. Dr. Erkmen also completed a Research Fellowship at Boston Children’s Hospital investigating the role of stem cells in the treatment of neurological conditions. He went on to complete a Fellowship in Skull Base Surgery at University of Arkansas for Medical Sciences, and a Neuroendovascular Surgery Fellowship at University of Texas Health Sciences Center.

Dr. Erkmen’s research has been funded by the National Institutes of Health (NIH) and he has authored more than 60 peer-reviewed articles, abstracts and textbook chapters. He has been on the editorial boards for the American Heart Association and the North American Skull Base Society, and has earned many awards and honors, including the National Research Service Award from the NIH. Dr. Erkmen has been a reviewer for several scientific journals, including the Journal of Neurology, Neurosurgery and Psychiatry. He is a Fellow of the American Association of Neurological Surgeons, and a member of the American Heart Association Stroke Council, the Congress of Neurological Surgeons, the American College of Surgeons and the North American Skull Base Society.

**Jeremy Workman** has been passionate about health and fitness since he was an early teen, as his interest in weightlifting lead him to learn more not just for himself, but to be able to teach others. Jeremy graduated from West Chester University with a BS in Kinesiology. He has been involved in health and fitness for more than 20 years. Since 2008, he has been providing customized strength, conditioning, and flexibility training in personal training sessions for clients at The Sporting Club in Bryn Mawr, PA. In 2013, he completed a program for Massage Therapy at the Lansdale School of Business and then received his license for Massage Therapy. His massage studies inspired Jeremy to learn additional techniques and modalities. In addition to Swedish and Therapeutic Massage, he offers Myofascial Release, Reiki, Reflexology, and stretching. These treatments allow him to help clients with chronic muscular pain, sleep issues, headaches, low energy, flexibility issues, and chronic stress. In his two decades in the industry, Jeremy has gained experience working with a variety of clients. He has worked with people with muscular injuries, cancer, teenagers, the elderly, long distance runners and cyclists, college athletes and people suffering with chronic pain.

Jeremy enjoys working with clients at all levels of fitness, and helping them reach, maintain, and exceed their goals. He believes in teaching healthy lifestyle choices so that people can improve their health and maintain gains in strength, fitness, cardiovascular health, and mental well-being while avoiding injury and illness.

Outside of work, Jeremy enjoys the sort of active lifestyle that he encourages in his clients, actively participating in weightlifting, running, racquetball, hiking, golf, playing cards, badminton, and sight-seeing. Jeremy is also a devoted Fundraiser for “Fred’s Footsteps”, which is an organization that provides direct financial assistance for struggling families who have a
child with an illness or injury. The assistance is for non-medical expenses. Jeremy is part of Fred’s Footsteps running team which competes each year in the Broad Street Run in Philadelphia. Runners must raise money in order to be on the team, and Jeremy has raised the most funds of all runner participants since he joined in 2011.

Family and heritage are also important to Jeremy. He is a Native American, as his mother is from the Lumbee Tribe in North Carolina. He currently lives in Audobon, Pennsylvania with his daughter Vera-Michele, who is a dedicated student and shares her father's love of hiking.

William Joseph Albany is the recently retired Chief of Police for the Limerick Township Police Department, Montgomery County, Pennsylvania. He held this position since February 2004, when he retired as the Patrol Commander of the Lower Merion Township Police Department after 27 years of service. From January 2009 to March of 2012, Chief Albany served as the Chief of the Montgomery County Major Incident Response Team. He left this position to serve as the vice president of the Police Chief’s Association of Montgomery County. He subsequently was appointed as the President and Executive Board Chairman of the Chief’s Association in 2014 and 2015. Additionally, he also served the Vice Chair of the Public Safety Workgroup for the Southeast PA. Terrorism Task Force.

Chief Albany has been commended by the Federal Bureau of Investigation for his work in developing the first federal, state and local law enforcement Integrated Comprehensive Exercise at a U.S. nuclear power plant. He has presented to the Nuclear Regulatory Commission and the Chemical Heritage Foundation on municipal police protection of critical infrastructures. In addition to numerous department citations, he has been commended by the Pennsylvania House of Representatives and is a recipient of the American Legion Medal of Merit.

Chief Albany has worked privately as special weapons and tactics instructor for the National Tactical Officers Association and as a consultant in fleet safety. Chief Albany is a graduate of the Northwestern University School of Police Staff and Command. He has a B.S. in Administration of Justice from Saint Joseph’s University and a M.S. in Public Safety Administration, also from Saint Joseph’s University.

Dr. Jeremy R. Jaffe, M.D. is Associate Anesthesiologist with United Anesthesia Services Abington Division, Abington Hospital-Jefferson Health, Abington, Pennsylvania (1996-present). He is also an Associate with Southeastern Pennsylvania Pain Management, LTD. (1998-present).

His areas of special interest include pain management, obstetric and regional anesthesia. He completed an anesthesia residency with subspecialty training that included five months pain management, three months pediatric anesthesia, and two months cardiac anesthesia, including one month at Deborah Heart Lung Center. He is certified by the American Board of Anesthesiology and licensed in Pennsylvania. He is a member of American Society of
Anesthesiologists, Pennsylvania Society of Anesthesiologists and International Spine Intervention Society. He has published numerous journal articles and served on a variety of professional committees. He received his M.D. from Temple University School of Medicine.

**Eileen B. Gratton** is a licensed medical professional with over 45 years’ experience in various nursing positions. Upon graduation from Carlow University in Pittsburgh with a BSN, she was licensed as an RN in the state of Pennsylvania. She started her nursing career as a staff nurse in medical surgical nursing and pediatrics which then led to a position as a faculty member at Fitzgerald Mercy School of Nursing. Other teaching positions included teaching obstetrical nursing at Montgomery Hospital School of Nursing, Delaware County Community College and Widener University. For a short period of time she did public health nursing in a well-baby program and was director of a pediatric program in a Home Health Agency.

Because of her extensive experience in both pediatrics and obstetrical nursing, she saw the need in the community of developing a home care agency devoted exclusively to the needs of the pregnant women and newborn babies that would be staffed exclusively by pediatric and obstetric nurses. In 1991 she became the co-founder, director, and administrator of Stork Watch Inc. This was a challenging and rewarding experience in her nursing career. She became more knowledgeable in matters of business, agency certifications, Medicare certification, patient, personnel, staffing, insurance and tax issues. The agency’s goal was to provide nursing care to the obstetric patient that included nursing assessments, teaching and preventive care, as well as assessing and caring for the newborn. Only obstetric and pediatric nurses were interviewed, employed and oriented to the goals of the agency. Stork Watch began at the time when the obstetric patient was discharged within 24 hours of delivery and 48 hours following a C-section delivery. The agency serviced Delaware, Bucks, Montgomery, Lehigh, Berks and Chester counties in Pennsylvania, northern New Jersey and northern Delaware. She was instrumental in negotiating contracts with major insurance companies to provide nursing services to their obstetric patients. Following the decision to sell the agency, she negotiated and finalized the contract with another home care agency in 1999.

After the sale of the agency, she began working for Wyeth, a pharmaceutical company that later was bought by Pfizer. Her positions that she held there included reviewing and data basing patient adverse event reports experienced from Wyeth/Pfizer products, mentoring new employees, Staff Manager, and Quality Manager. She reviewed data entrees made by staff for accuracy, as well as reviewed reports prior to sending to the FDA for completeness and accuracy. In addition she investigated timeliness of adverse event reports sent to the FDA. She retired from this position in 2011.

She was raised by her parents in Rose Valley PA along with four other sisters. Both parents had cancer, as well as three of her sisters. She is a strong supporter of medical marijuana, especially because of witnessing firsthand the pain and suffering that a cancer patient experiences. Opiates
are not always the answer for patients with pain caused by cancer or other conditions because of their lack of effect, side effects, and possible addiction.

**Manuel Perez.** As a 28 year veteran of the Philadelphia Police Department with retirement approaching, I am looking forward to the next phase of my life of service. My resume lists the many skills, awards and certifications I have received during my career but doesn’t speak to my character and the fact that I am a person that is bound by duty and responsibility. No tasks associated with my name are done with anything less than my full attention, effort and respect. In my personal life, I raised 3 children as a single father, challenging to say the least. I enjoy very strong lifetime friendships and now, have recently remarried and have a large extended family. My goals in this next chapter are to continue being an asset to my family, my city, my country and any future opportunities that come my way.

**Stefanie Langer** is the Founder of DaVinci Advisors LLC, which offers strategic, operational and financial consulting services to alternative (private equity, real estate and hedge fund) asset managers as well as early and growth stage companies. Most recently, she served as a Strategic Advisor to CenterSquare Investment Management, a REIT and private real estate investment manager based in suburban Philadelphia. Ms. Langer has also been an Investor Relations Partner with Patriot Financial Manager LP (private equity investments in community banks and related financial service companies) since 2012 and with Quaker Partners Management LP (private equity investments in early to growth stage biotech and medical device companies) from 2012 through Q1 2015. Previously, she oversaw investor relations and reporting for six affiliated private equity and real estate firms including Patriot, Quaker, LLR, Lubert Adler, LBC and LEM.

Prior to that, she was Director - Investor Relations & Business Development for Pegasus Capital Advisors, a middle market special situation private equity fund manager based in CT and NYC. Ms. Langer also served as a Managing Director at Hamilton Lane Advisors where she was responsible for key client portfolio management, manager selection related to all non-buyout or venture private equity funds in the U.S. and abroad and co-investments.

Prior to Hamilton Lane Advisors, she worked for Ernst & Young as a Principal in the Corporate Finance division overseas, as an Assistant Vice President with CoreStates Capital Markets and started her career in banking. Ms. Langer is a graduate of Franklin and Marshall College, has completed graduate business studies and is involved in a variety of industry and philanthropic organizations.

**Larry C. McCrae** is the owner and president of Larry C. McCrae Inc., a general, electrical, and telecommunications contracting company (certified as a Minority Business Enterprise) that boasts an average annual volume of $20 million. Larry is the primary stockholder of the company and is responsible for delegation of daily business work flow, coordinating
organizational meetings in regards to current projects and business development, and analyzing and interpreting electrical contracts. He works closely with the estimating department to review bids as well as to implement new contracts.

He has direct supervision of the marketing, estimating, accounting and project management departments and has served as project executive on the following projects: University of Pennsylvania Jon Huntsman Hall- Wharton School, City Hall Annex Courtyard by Marriott, City of Philadelphia Mayor’s and Chief of Staff’s Offices, Philadelphia Zoo Primate Facility, Philadelphia Eagles Practice Facility, Philadelphia International Airport B/C Connector and Retail Spaces, First Union Center Victor’s Club, Deliverance Evangelistic Church, Raymond Rosen Housing Project, Perelman Center for Advanced Medicine, Temple Science & Research Center, Lincoln Financial Field, FMC Tower, EVO Apartment, Main Post Office/IRS renovation, and Philadelphia Produce Market.

Prior to working with Larry C. McCrae Inc., he served in the in the US Marine Corps Reserves and was a highly-trained electrician and job foreman. Larry now serves on the Board of Directors for the African-American Chamber of Commerce and for Bebashi-Transition to Hope, a full-service HIV/AIDS organization with special interest in serving low-income people of color with HIV disease. In the past, he has also served on an advisory committee for PA Transportation Authority. Larry graduated from Overbrook High School and earned a degree from Temple University.

**Hemin Vaidya, Pharm D.** has over 17 years of experience as a Pharmacy manager in retail pharmacy in New Jersey and recently became a partner at Apotheco Group. Apotheco operates dermatology specialty pharmacies in New York and New Jersey. He will be the managing partner at Penn Medical Pharmacy which is set to open in mid-2017 in Yardley, PA to service the Philadelphia and Northeast Pennsylvania market.

When his brother died in November 2016 from esophageal cancer, he realized how inadequate the current cancer treatments can be to heal the patient holistically. He is looking for an opportunity to develop and promote legal medical marijuana as a viable mainstream option for cancer patients as well as several other disease states that may benefit from medical marijuana.

**Tejas Ajmeri** is a seasoned finance and accounting professional with demonstrated success in driving efficiency and productivity. Tejas has over 10 years of experience of direct operations experience in finance functions within the hospitality, restaurant and real estate industries.

Tejas is also a managing partner in three entrepreneurial ventures. All three ventures are in the food & beverage space, where he is responsible for the management of all financial areas and reporting.
Tejas has served in the United States Army. As an enlisted team leader in the Army, Tejas received numerous medals, especially for his extensive peace keeping tour in Bosnia Herzegovina. He was honorably discharged in 1999.

Tejas earned a Master’s in Finance from Pennsylvania State University. Tejas also served as an ambassador for the Asian American Hotel Owners Association (AAHOA), which is a 10,000+ member organization supporting small business owners throughout the country.

Jannie K. Lau is Executive Vice President, General Counsel and Secretary of InterDigital, Inc., an S&P 400® wireless technology company (NASDAQ: IDCC). Reporting to the President and Chief Executive Officer, Ms. Lau manages the company’s legal and government affairs functions, including a portfolio of over 20,000 patents and patent applications, and advises the Board of Directors on legal, governance and compliance matters.

Prior to joining InterDigital, Ms. Lau served as securities and transactional counsel at IKON Office Solutions, Inc., then a Fortune® 500 technology company. Before beginning her in-house career, she was a corporate associate at leading global law firms in New York and Boston, where she represented public and pre-IPO companies, primarily in the high technology sector, with respect to securities regulation, mergers and acquisitions, financings and corporate governance matters and counseled private equity and venture capital fund managers on capital formations, portfolio investments and general governance issues.

Ms. Lau has been honored as one of Pennsylvania’s “Most Powerful & Influential Women” by the National Diversity Council, as a “Best Under 40” by the National Asian Pacific American Bar Association, as a “Top Ten 30-Something” by the Association of Corporate Counsel, as one of “40 Under 40” by the Philadelphia Business Journal and as a “Woman of the Year” and a “Lawyer on the Fast Track” by The Legal Intelligencer. She serves on the Board of Trustees of the Pennsylvania Academy of the Fine Arts, the Board of Directors of the Delaware Children’s Museum, the Board of Directors of Jobs for Delaware Graduates, and the Radnor Township (PA) Democratic Committee.

Ms. Lau is an honors graduate of the University of Pennsylvania Law School, where she served as Executive Editor of Volume 150 of the University of Pennsylvania Law Review and as an Arthur Littleton and H. Clayton Louderback Legal Writing Instructor and was admitted to the Order of the Coif. She currently serves as Vice President of the Penn Law Alumni Society. Ms. Lau earned a Bachelor of Arts in English and Comparative Literature from Columbia College of Columbia University. She lives in Villanova, Pennsylvania, with her husband and two young children.

Dr. Cherie P. Erkmen graduated from the University of California, Berkeley with the Highest Distinction bestowed upon Undergraduates. She attended medical school at UCLA and served as President of Students for 4 years. She earned The UCLA Medal for Most Outstanding Graduate Student upon graduation. She trained in general surgery at Harvard’s Brigham and Women’s Hospital and continued with fellowship in cardiothoracic surgery at the Brigham. She spent 6
years at Dartmouth, ascending to the position of Chief of the Comprehensive Thoracic Oncology Program and Co-Director of the Lung Cancer Screening Program.

Dr. Erkmen currently serves as Associate Professor in Thoracic Surgery at the Katz School of Medicine at Temple University. She is the Program Director for the Temple-Fox Chase Cardiothoracic Fellowship and Director of Lung Cancer Screening for the combined Temple Lung Center-Fox Chase Cancer Center Program. Her clinical interest is in robotic and minimally invasive surgery for lung cancer and thoracic disease. Her current research focus is in health care delivery to the underserved community of North Philadelphia.

Dr. Erkmen is married to Dr. Kadir Erkmen who is a Neurosurgeon at Temple the Katz School of Medicine at Temple University.

Subsection C: Steps to Assure each Principal and Employee Will Meet Training Requirements

1. Upon hire, Human Resources will enter all new agents into our required training program which must be satisfactorily completed before commencing work at a facility. The company will cover the costs of all required employee training, including all Pennsylvania Department of Health (the Department) required training courses.

2. Training will begin with internal or contracted instructors and trainers covering a wide assortment of subjects, including diversity training, operations, security equipment and measures, product transportation and receiving, product storage, quarantine, inventory quality assurance measures, label verification, inventory management, recall and return policies, diversion prevention, sanitation and safety measures, recordkeeping, and so on.

3. The training program will consist of a series of classes, videos, workbooks, manuals and one-on-one sessions. Trainees must take and pass subject matter examinations and obtain a certificate of completion.

4. Trainees will be enrolled in a Department-approved training course (either administered by the Department or by an approved third party provider). This course will meet or exceed the 2-hour training requirement mandated by Pennsylvania law and regulations.

5. Any new hires who are physicians, pharmacists, physician assistants, and/or certified registered nurse practitioners will also be enrolled in a Department approved 4-hour training course on the latest scientific research on medical marijuana, including the risks and benefits of medical marijuana, and other information deemed necessary by the Department.

6. Once successfully completed, trainees must provide Human Resources with sufficient written proof of the completion of the Department’s required training courses before commencing work at a facility.
7. Human Resources will make follow-up training tools available, including enrollment in our mentorship program whereby an experienced employee will individually mentor a new employee in dispensary daily operations and specific job responsibilities after initial training has been complete. This hands-on mentoring will reinforce much of the information taught and provide a forum for each new hire to ask more detailed questions or seek enhanced assistance in mastering a subject.

8. Human Resources will maintain electronic records of all training courses taken and successfully completed by each employee. HR will track the progress of each employee to ensure they complete all required training before commencing work at a facility. Those employees found to be deficient will be reminded of their obligation to complete training.

9. If required training is not completed within 30 days of initial hire, the subject person may be suspended or terminated from employment.

10. All staff are required to undergo annual refresher training, including up to 10 hours in our refresher training program. If required, employees will undergo additional training in Department-approved courses. Failure to complete refresher training within 60 days of the anniversary of hire is grounds for suspension or termination.

11. Human Resources will track each employee’s completion of refresher training requirements and will provide ample written notices of pending due dates and course options.

12. Human Resources will maintain all training and refresher training attendance logs, certificates of completion, training materials (if available), employee training tracking sheets, and other training related documents and records in electronic form for at least 4 years past the date an employee ceases to work for the company.
March 17, 2017

Pennsylvania Department of Health
Health and Welfare Building
625 Forster Street
Harrisburg, PA 17120

To Whom It May Concern:

I am writing on behalf of Mr. Keith Morgan’s medical marijuana license applications for Holistic Farms and Holistic Pharma to operate in Montgomery County.

Holistic Farms and Holistic Pharma are led by a team of local business and healthcare leaders who have partnered with well-regarded grower/processor and dispensary operators with current medical marijuana organizations in Massachusetts, Maryland, and Washington, DC. Holistic Farms is applying to build a Grow and Processing Facility in West Pottsgrove, on a site that has been vacant for nearly twenty years. Holistic Pharma is applying for a Dispensary license to operate at site in West Norriton.

Mr. Morgan has had a successful business career as the COO/CEO of two national companies headquartered here in the county, which has provided employment to thousands of people across the United States. Mr. Morgan’s proposed Grow and Processing Facility and Dispensary will provide economic benefit to the county through job creation.

Mr. Morgan has also been a resident of the county for over 50 years and is highly committed to giving back to the community, having served on numerous boards for Philadelphia area non-profits and raised millions of dollars to help those in need in Southeastern Pennsylvania. Upon approval of Holistic Farms, Mr. Morgan has pledged to partner with Gaudenzia, a local organization that serves more than 10,000 Pennsylvanians annually and operates over 100 drug and alcohol treatment programs for men and women in Pennsylvania.

As a doctor, I know the dispensary will provide sought-after health alternatives to individuals in need, and Mr. Morgan has demonstrated his great desire to help the local community by partnering with Gaudenzia. Pending West Pottsgrove Township and West Norriton Township’s approval, I support Holistic Farms and Holistic Pharma’s applications to become Grow & Dispensary operators in Montgomery County. Please feel free to contact my office if you have any questions.

Sincerely,

Valerie A. Arkoosh, MD, MPH, Chair
Montgomery County Board of Commissioners
March 13, 2017

Mr. Keith A. Morgan
Holistic Farms, LLC
Holistic Pharma, LLC
339 W. Lancaster Avenue
Haverford, PA 19041

Dear Mr. Morgan,

On behalf of Gaudenzia, I would like to thank Holistic Farms and Holistic Pharma for their joint pledge of a $100,000, of which $10,000 has been committed to be paid by April 15, 2017. The balance of your pledge will be paid in two installments, half by June 30, 2018 and the remainder by June 30, 2019. We understand and acknowledge that your pledges are contingent upon your receiving licenses to operate both Medical Marijuana Grow & Processing and Dispensary licenses in the State of Pennsylvania.

Your gift will benefit Gaudenzia Centro Primavera, a prevention program for elementary school-aged children, located at 2751 North 5th Street in Philadelphia. The program is designed to instill prevention skills to children in high-risk neighborhoods, by building up self-esteem, providing knowledge and understanding of the risks of using alcohol, tobacco and other drugs. Through activities with positive role models, including educators, social workers and law enforcement professionals the children are exposed to impactful career paths and learn to recognize positive support systems. The program is situated in a severely impoverished and heavily addicted neighborhood that continues to be ravaged by the deeply tragic drug and alcohol epidemic that is scouring the community.

Annually, Gaudenzia Centro Primavera directly serves approximately 800 children, through on-site partnerships at Philadelphia School District elementary schools in the neighborhood. Daily, a latch-key program is offered after school throughout the school year, in a safe, clean environment. Approximately 100 children enjoy wholesome snacks while doing homework and are engaged in arts and crafts activities under constant supervision. Gaudenzia bears the cost of offering this service to the community – no fees are taken from participants, whose households lack the ability to pay for it, anyways. Absent the program, the same youngsters would be alone at home, fending for themselves in one of the most unstable neighborhoods in Philadelphia. On school holidays and during the summer months, Gaudenzia Centro Primavera operates a summer camp for neighborhood children. Thus, Centro Primavera provides a year-long support system...
for children, assisting in learning the English language and helping with school-work, since many of them reside in Spanish-speaking only households. Gaudenzia estimates the impact of Holistic Farms’ $5,000 contribution for one year’s program at Centro Primavera will benefit not only the direct recipient children, but extend also to their siblings and parents – several thousands in the immediate neighborhood.

The impact this program has on the well-being of children, their futures, and their families is difficult to quantify. Since its creation nearly 30 years ago, there have been numerous success stories of children succeeding academically and going on to college, moving on to professional careers. Research indicates that every dollar invested in preventative treatment yields a savings of $7 to $12 in societal costs, reducing the burden on the public health, welfare and criminal justice systems. The cost of incarceration due to untreated addiction and evolving criminal behavior is approximately $36,000 annually, while the cost of treatment at a Gaudenzia program for the same period is less than one-third of that and the end result is the return of individuals back to the community as clean, sober, productive citizens once again.

We also stand ready to allocate the future gifts from Holistic Farms & Holistic Pharma that will be invested into Gaudenzia’s permanent endowment fund, thus securing our agency’s long-term ability to help offset the cost of life-saving treatment scholarships for people who could not otherwise afford to pay for it on their own. Of the 17,000 individuals admitted to treatment at Gaudenzia annually, the vast majority arrive at our doors addicted, jobless, destitute, without commercial health insurance and not enrolled in the Medicaid system. We estimate the benefit derived from future investment from Holistic Farms will allow Gaudenzia to admit into our treatment thousands more deserving individuals, each with loved ones and extended family members who will also benefit from Gaudenzia’s multi-faceted approach to rehabilitation.

We hereby acknowledge that if you receive only one of the two licenses, we accept that your total pledge will be reduced to $50,000. If you do not receive either license, your donation will be limited to the $10,000, unless of course, you choose to match (or expand) your $10,000 gift again in 2018 and 2019.

We look forward to a long term and growing relationship with Holistic Farms and Holistic Pharma, supporting us in our mission to expand Gaudenzia’s care for the well-being of fellow Pennsylvanians.

Thank you again for your kind support and consideration.

Sincerely,

Gadi Aronson
Director of Development
HOLISTIC PHARMA LLC- PRINCIPALS, FINANCIAL BACKERS, OPERATORS

First Name: Alixandra
Middle Name: Jen Batoff
Last Name: Morgan
Suffix:
Occupation: Attorney
Title in Applicant’s Business: Director of Community Affairs, Owner
Also Known As:

50% OWNER OF HOLISTIC PHARMA LLC

First Name: Staci
Middle Name: Beth
Last Name: Walkes
Suffix:
Occupation: Aftercare Program
Title in Applicant’s Business: Director of Human Resources, Owner
Also Known As:

100% OWNER OF HOLISTIC PHARMA LLC

First Name: Richard
Middle Name: Gary
Last Name: Genderson
Suffix:
Occupation: Retail Owner
Title in Applicant’s Business: Director of Operations
Also Known As: Rick

DOH REDACTED
First Name: Keith
Middle Name: Alan
Last Name: Morgan
Suffix:
Occupation: Business Executive
Title in Applicant’s Business: Director of Administration, Financial Backer
Also Known As:

First Name: Jeffrey
Middle Name:
Last Name: Khan
Suffix:
Occupation: Dispensary Owner, Rabbi
Title in Applicant’s Business: Director of Dispensary Oversight & Compliance
Also Known As: Jeff

First Name: Lawrence
Middle Name:
Last Name: McCrae
Suffix:
Occupation: General, Electrical & Telecommunications Contractor
Title in Applicant’s Business: Director of Construction
Also Known As: Larry

First Name: Cherie
Middle Name: Parungo
Last Name: Erkmen
Suffix:
Occupation: Thoracic Surgeon
Title in Applicant’s Business: Medical Advisory Board Member
Also Known As:

First Name: Kadir
Middle Name:
Last Name: Erkmen
Suffix:
Occupation: Neurosurgeon
Title in Applicant’s Business: Medical Advisory Board Member
Also Known As:
First Name: Stefanie
Middle Name: Anne
Last Name: Langer
Suffix:
Occupation: Strategic Advisor & Investment Consultant
Title in Applicant’s Business: Strategic Advisor & Investment Consultant
Also Known As:

First Name: Kaman
Middle Name: Jannie
Last Name: Lau
Suffix:
Occupation: Lawyer
Title in Applicant’s Business: Director of Diversity
Also Known As: Jannie K. Lau

First Name: Mitesh
Middle Name: Subash
Last Name: Patel
Suffix:
Occupation: Physician
Title in Applicant’s Business: Medical Advisory Board Chair
Also Known As:

DOH REDACTED
First Name: Hemin
Middle Name: M
Last Name: Vaidya
Suffix: 
Occupation: retail pharmacist
Title in Applicant’s Business: Chief Pharmacist
Also Known As:

First Name: William
Middle Name: Joseph
Last Name: Albany
Suffix: Jr
Occupation: Retired Chief of Police
Title in Applicant’s Business: Director of Security
Also Known As:

First Name: Tejas
Middle Name: 
Last Name: Ajmeri
Suffix:
Occupation: Accountant
Title in Applicant’s Business: Director of Accounting
Also Known As:

DOH REDACTED

First Name: Abraham
Middle Name: Charles
Last Name: Reich
Suffix:
Occupation: Attorney
Title in Applicant’s Business: Director of Legal
Also Known As:

DOH REDACTED

First Name: Eileen
Middle Name: B.
Last Name: Gratton
Suffix:
Occupation: Registered Nurse
Title in Applicant’s Business: Director of Patient Relations
Also Known As:

DOH REDACTED
First Name: Jeremy
Middle Name:
Last Name: Workman
Suffix: .
Occupation: Health & Wellness Professional
Title in Applicant’s Business: Director of Health & Wellness
Also Known As:

DOH REDACTED
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 I-2: AFFIDAVIT OF CAPITAL SUFFICIENCY FOR A DISPENSARY PERMIT APPLICANT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

AFFIDAVIT OF CAPITAL SUFFICIENCY

State of Pennsylvania
County of Delaware

NAME
Alexandra Rotoff Morses

NAME OF BUSINESS
Holistic Pharma, LLC

ADDRESS
339 W. Lancaster Avenue

CITY
Haverford
STATE
PA
ZIP CODE
19041
COUNTY
Montgomery

hereby certify that the Applicant named has at least $150,000 on deposit with one or more financial institutions:
<table>
<thead>
<tr>
<th>Type of Capital</th>
<th>Source of Capital</th>
<th>Name and address of financial institution</th>
<th>Account number</th>
</tr>
</thead>
</table>

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

[Signature of Affiant and Title]

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

[Signature]
Notary Public

MY COMMISSION EXPIRES:

[Notarial Seal]

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.