Medical Marijuana Dispensary Permit Application

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

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

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

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

Pennsylvania Department of Health
Medical Marijuana Regions

Region 6 - Northwest  Region 4 - Northcentral  Region 2 - Northeast
Region 5 - Southwest  Region 3 - Southcentral  Region 1 - Southeast
Medical Marijuana Dispensary Permit Application

Part A - Applicant Identification and Dispensary Information

(Scoring Method: Pass/Fail)
FOR THIS PART, THE APPLICANT IS REQUIRED TO PROVIDE BACKGROUND AND CONTACT INFORMATION FOR THE BUSINESS OR INDIVIDUAL APPLYING FOR A DISPENSARY PERMIT, THE PRIMARY DISPENSARY LOCATION, ALONG WITH ANY SECOND OR THIRD DISPENSARY LOCATIONS THAT ARE BEING SOUGHT UNDER THE APPLICATION.

Section 1 – Applicant Name, Address and Contact Information

Business or Individual Name and Principal Address

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

Ilera Healthcare LLC

Other trade names and DBA (doing business as) names:

Business Address:

☒ Primary Contact, or ☐ Registered Agent for this Application

Name: Lisa Gray

Address:

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.

Primary Dispensary Location (please indicate dispensary name as you would like it to appear on the dispensary permit)

Facility Name: Ilera Healthcare
Address: 420 Plymouth Road
City: Plymouth Meeting
State: PA
Zip Code: 19462
County: Montgomery
Municipality: Plymouth Township

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

PUBLIC ACCESS:

Per the below map, our Primary Dispensary is minutes walk from several bus stops, with 2 bus stops within a 3 minute walk (.1 mile), 4 bus stops within a 4 minute walk (.2 mile), and 6 bus stops within a 8 minute walk (.4 miles). The location is readily accessible by car, at the intersections of Route 476, the PA Turnpike with direct proximity to the Plymouth Meeting Mall, Ikea and BJ’s Wholesale Club.

ACCESSIBILITY TO HEALTHCARE CENTERS:

There are multiple medical centers and hospitals within a 2 mile radius to our dispensary, as highlighted by the green dots per the below map, including Einstein Medical Center, Concerta Medical Center, Montgomery Hospital, Mercy Health System, Universal Health Services, Norristown Regional Healthcare, Valley Forge Urgent Care and Family Center, Womens Association for Health, Mercy Women’s Health Center, Premier Urgent Care, Premier Immediate Care.
Second Dispensary Location

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

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

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

Third Dispensary Location

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

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

Please limit your response to no more than 5,000 words.
Part B – Diversity Plan

(Scoring Method: 100 Points)

In accordance with Section 615 of the Act (35 P.S. § 10231.615), an applicant shall include with its application a diversity plan that promotes and ensures the involvement of diverse participants and diverse groups in ownership, management, employment, and contracting opportunities. Diverse participants include a person, including a natural person; individuals from diverse racial, ethnic and cultural backgrounds and communities; women; veterans; individuals with disabilities; corporation; partnership; association; trust or other entity; or any combination thereof, who are seeking a permit issued by the Department of Health to grow and process or dispense medical marijuana. Diverse groups include the following businesses that have been certified by a third-party certifying organization: a disadvantaged business, minority-owned business, and women-owned business as those terms are defined in 74 Pa. C.S. § 303(b); and a service-disabled veteran-owned small business or veteran-owned small business as those terms are defined in 51 Pa. C.S. § 9601.

Section 3 – Diversity Plan

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

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

Diversity Plan

In narrative form below, describe a plan that establishes a goal of diversity in ownership, management, employment and contracting to ensure that diverse participants and diverse groups are accorded equality of opportunity. To the extent available, include the following:

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

Diversity Plan Overview

Ilera provides equal opportunities to all employees and applicants for employment as well as vendors and suppliers without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state, and local laws. Ilera complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities.

Ilera recognizes that attracting a diverse pool of talented people and retaining them in positions at all levels of the organization is essential to its success. In addition, Ilera believes that it must be able to contract for goods and services with diverse vendors and suppliers to be successful. Each component of this Diversity Plan (the “Diversity Plan” or “Plan”) is designed to enable Ilera to obtain its goal of reaching the top of the medical marijuana industry in the Commonwealth of Pennsylvania.

Ilera commits to enhance the diversity of its workforce. This policy supports Ilera’s strategic plan to achieve excellence in providing the highest quality medical marijuana products to the patients of the Commonwealth of Pennsylvania.

Ilera is committed to providing initiatives that attract qualified candidates who are minority, female, disabled, or from underrepresented groups. Furthermore, Ilera is committed to:

- Using job-related requirements to evaluate employees for promotion and applicants for employment;
- Following applicable law that prohibits discrimination based on race, color, religion, gender, sexual orientation, age, national origin, ancestry, veteran status, non-job related disability, or other basis; and
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- Complying with all applicable federal, state, and local laws.

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

Ilera expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of Ilera’s employees to perform their expected job duties is absolutely not tolerated.

Responsibilities

Ilera’s management team believes equal employment and diversity policies are a shared responsibility. Ilera’s Director of Human Resources will oversee Ilera’s Diversity Program. Ilera’s Chief Executive Officer (“CEO”) and Chief Operating Officer (“COO”), General Counsel & Compliance Officer (GC) along with department directors, managers, and supervisors will support the Director of Human Resources in maintaining the importance of diversity as a critical component of operations and company culture. The Human Resources Department, led by the Director of Human Resources, will coordinate and implement policies and programs and will handle or refer complaints to appropriate Company contact points.

Diversity Committee

Ilera’s Diversity Committee will be comprised of the Director of Human Resources, Chief Operating Officer, General Counsel & Compliance Officer, and Controller. The committee will consult with external sources on how to continually improve Ilera’s efforts in expanding Ilera’s diversity program. The committee will monitor and review the progress and results of Ilera’s diversity program, and all segments of the program, including recruitment and training of employees will be reviewed, along with the evaluation of contractor, supplier, and vendor initiatives. Minutes taken at committee meetings will be recorded and referred to when making recommendations to upper management. The Chief Financial Officer will also conduct bi-annual audits of the efforts and progress of the committee to ensure compliance with the Plan.

Diversity Guidelines

Through administration of the following equal employment opportunity and diversity policies, Ilera intends to pursue inclusion of all people that will strengthen Ilera in its pursuit of excellence. Ilera will apply the following guidelines in developing and executing action-oriented diversity programs:

Job Descriptions

- Conduct detailed analysis of job descriptions to ensure they accurately reflect the essential functions of the job. These descriptions are updated annually or when the
duties of a position change, are distributed to all appropriate individuals in the job
category, and are maintained by the Director of Human Resources.

- Develop worker specifications using essential job function criteria. Job requirements
  include education, experience, and skill requirements necessary to qualify for the job
  opening. Worker specifications are distributed to referral sources when job
  opportunities arise.

**Hiring Selection**

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

- Observe the requirements of employment selection procedures by performing periodic
  audits of personnel activities and retaining records if material adverse impact on
  minorities, women, and other underrepresented groups seems likely.

- Monitor the process by which applicants are referred to managers for hiring
  considerations to ensure the process is nondiscriminatory.

**Compensation Systems**

- Review starting wages periodically to determine if there may be race, color, religion,
  gender, sexual orientation, age, national origin, ancestry, veteran status, non-job-
  related disability disparities. Where disparities cannot be explained in terms of
  performance, length of service, or other lawful factors, corrective action will be taken.

**Recruitment Efforts**

- Establish recruitment efforts to maintain a flow of qualified minority, female, and
  underrepresented applicants.

- Solicit minority, women’s, LGBT, and veteran’s organizations and organizations
  concerned with persons with disabilities for referral of applicants.

- Offer briefing both on- and off-premises with representatives from the recruitment
  sources concerning current and future job openings.

- Encourage current minority, female, veteran, LGBT, and employees with a disability to
  refer applicants for employment.

- Participate in career day programs and career fairs, with consideration for minority
  and female employees whenever possible.

- Establish recruitment efforts at appropriate schools with special programs that reach
  minorities, women, LGBT, and persons with a disability.

- As opportunities arise, encourage community child care, housing, and transportation
  programs designed to improve the employment opportunities for minorities, women,
  LGBT, and persons with a disability.
• Ensure that job opportunities have been sent to community partners and media outlets.

Promotions—Ensure That All Employees Are Given Equal Opportunity from Promotion

• Communicate promotional opportunities.
• Initiate job training and mentoring programs.
• Provide clearly defined job descriptions.

Career Counseling—Monitoring Career Counseling to Ensure That All Employee Are Given Equal Opportunity for Career Counseling

• Upon request, counsel employees relative to advancement opportunities open to them and the training programs available to assist them in the career development.
• Instruct managers and supervisors to refer any employee seeking career counseling to the Human Resources Department.

Training, Promotion, and Retention—Give All Employees Equal Opportunity to Obtain Training

• Announce training opportunities.
• Develop training and mentoring programs that enhance advancement potential.
• Coordinate training programs for workforce development.
• Promotional opportunities will be posted internally in two locations for five days per Ilera’s job posting policy.
• Monitor retention rates on a quarterly basis by comparing the previous Diversity Report.

Diversity Status of The Principals, Operators, Financial Backers, And Employees

Ilera represents diversity through its Advisory Board, Board of Directors and management team, which will provide Ilera with a unique viewpoints in all operational and business decisions and activities.

Ilera’s management team is well-represented by minorities with the COO, General Counsel & Compliance Officer, Director of Security & Logistics, Director of Processing, and two members of the Advisory Board all being African-American; as well as Board of Directors Chairman, Osagie Imasogie. In addition, the Director of Cultivation is Hispanic.

Women are also represented at multiple levels throughout Ilera’s organization, including Clinical Manager, Shannon Hexter, and Board of Directors Vice-Chairperson, Lisa Gray. In addition, Ilera’s Advisory Board has an African-American woman.

Moreover, Ilera’s General Counsel & Compliance Officer, Mark Edwards spearheaded the DuPont Fluorochemicals’ Minority Counsel Program that created a mentoring and retention program for the DuPont legal network and contracted primary law firms with the ultimate goal of promoting diversity within that legal community.
Ilera’s representation of minorities at all levels of decision making and operational positions will ensure Ilera will work towards contributing to the overall diversity of the Pennsylvania Medical Marijuana Program.

Affirmative Action Plan

Ilera’s Affirmative Action Plan demonstrates a strong commitment to affirmative action and workplace equal opportunity. The policies and procedures will ensure that employment-related actions are made without regard to non-work related, personal characteristics such as race, color, sex, sexual orientation, gender identity, religion, disability, age, veteran status, ancestry, disability, or national or ethnic origin.

All Company employees and applicants for jobs at Ilera will have the right to full and equal consideration based on merit and other relevant, meaningful criteria. Therefore, Ilera has developed policies and procedures to ensure that employment-related actions are made without prejudice. The Human Resources Department, members of management, supervisors, hiring managers, and other Company representatives will implement these policies and procedures as a core element of overall Company culture.

Ilera will invite all applicants and employees to review the Affirmative Action Plan for qualified individuals with disabilities and qualified protected veterans. Inquiries concerning this Plan will be directed to the Director of Human Resources.

Ilera’s Affirmative Action Program includes:

- **Monitoring of Employment-related Actions** to prevent discrimination from occurring or to detect and eliminate it.
- **Equal Opportunity Employment** efforts to broaden the pool of qualified candidates for job categories in which fewer women and minority group members are employed than are available in the workforce. Ilera will implement a well-defined search process when employment opportunities exist among employees, executives, and managerial ranks.
- **Recruitment Practices** The purpose of Ilera’s affirmative action recruitment practices is to increase the pool of qualified candidates from diverse groups. Ilera will accomplish this through broadening its advertising reach and via outreach programs designed to attract women and minorities. Outreach efforts include sponsoring job fairs at appropriate business conferences or colleges and universities, such as those referred to as HBCUs, or, historically black colleges and universities such as Cheyney University and Lincoln University as well as from professionals’ associations.
- **Efforts to Employ**, advance in employment, and otherwise treat qualified disabled individuals, disabled veterans, Vietnam-era veterans, armed forces service medal veterans, other protected veterans, and recently and newly-separated veterans without discrimination based upon their disability or veteran's status in all employment practices.
- **Strongly Encouraging Female and Minority Employees** to participate in educational and career development activities and to take advantage of mentoring, special project, transfer, and promotional opportunities.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- **Comply with all federal and state laws** concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is Company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

- **Accommodate qualified individuals with a disability** so that they can perform the essential functions of a job.

As part of Ilera’s monitoring efforts, Ilera will regularly review its workforce to determine if job categories exist in which fewer women and minority group members are employed than are available in the workforce. If such "underutilization" is discovered, placement goals will be established for the affected job categories to encourage and concentrate recruitment and outreach efforts and to help measure the effectiveness of those efforts.

**Diversity Goals**

Ilera has established the following goals of this Diversity Plan:

- Establish a diverse workforce by ensuring consistency, fairness, and inclusion in employee recruitment, selection, and the career development process.

- Promote diversity by ensuring equal opportunity in the procurement of contractors, sub-contractors, assignees, lessees, agents, vendors and suppliers.

- Create an open and welcome atmosphere as part of Ilera’s Company culture at the facility where employees and vendors feel comfortable and welcomed.

- Actively seek out minority, women, LGBT, and other historically underrepresented groups to provide opportunities for them to bid on providing services and/or supplies.

- Being a strong financial supporter of a diverse number of worthwhile community charities and non-profit organizations through a community giving program.

**Diversity-Oriented Outreach or Events**

**College Recruitment**

The Human Resources Department will issue notices to career service departments of colleges and universities on a local, state and national level, informing them of Ilera’s Diversity Plan and initiatives to promote a diverse workforce. The Human Resources Department will inform those schools of Ilera’s interest in interviewing students and graduates whose educational training and background have prepared them for opportunities within Ilera and the industry. Ilera has identified several schools with which the Human Resources Department may partner, including:

- Cheyney University
- Lincoln University
- Penn State University
- Montgomery County Community College
- Chestnut Hill Community College
Career Fairs and Community Organizations

The Human Resources Department will attend career fairs in which minorities, women, and underrepresented groups traditionally participate and will distribute information which describes the job opportunities available and Company-sponsored training programs. Ilera has identified the following career fairs, job opportunity events, and community employment organizations with which it will work:

- PA CareerLink Montgomery County Job Fair
- Pennsylvania CareerLink Montgomery County
- Philadelphia Diversity Career Fair
- Montgomery County Commerce Department

Online Recruitment

Ilera understands that continuing success in diversifying the employee, vendor, and supplier base is contingent upon Ilera’s ability to identify greater numbers of qualified and diverse people and companies. To achieve such success, Ilera will maintain a website which allows potential employees, as well as minority and women-owned businesses, to obtain information on employment and vendor opportunities with Ilera.

Contracts with Diverse Groups

The Human Resources Department and the General Counsel & Compliance Officer will be responsible for identifying and encouraging the participation of minority, disadvantaged, veteran-owned, and women-owned businesses. The Director of Human Resources will encourage representation and participation of diverse groups in the ownership and operation of businesses that will provide goods and services to the facility.

Ilera is committed to procuring goods, products, and services from a diversified pool of vendors and professional service providers. Ilera’s strategy is to work with a broad range of suppliers who are competitive in quality, service, and price. All suppliers are encouraged to support diversity efforts using second-tier supplier programs.

Ilera will take the following actions:
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- Ilera will utilize the list of the minority and women’s business enterprises which are prequalified by the Bureau of Minority and Women’s Business Enterprises of the Pennsylvania Department of General Services to seek goods and services from diverse vendors.

- Ilera will “partner” with local organizations within Montgomery County and the Commonwealth of Pennsylvania, including but not limited to, the Pennsylvania Diversity Council, the African-American Chamber of Commerce of Pennsylvania, the Asian-American Chamber of Commerce of Greater Philadelphia, the Greater Philadelphia Hispanic Chamber of Commerce, the Minority Supplier Development Council of Pennsylvania, the Women’s Business Enterprise Council of Pennsylvania, and the Pennsylvania Minority Business Enterprise Council.

- Ilera will provide a link on its website to assist local organizations within the communities that surround Ilera’s facility and will include itemized procurement needs and provide informational assistance, such as certification requirements and certification bodies, for all vendors.

- Ilera will make available on its website information describing procurement needs, processes, and general contract information.

- Ilera’s purchasing personnel will help qualified vendors and suppliers where necessary, by providing pertinent information and feedback so that they can compete effectively on price, service, and product quality.

- Ilera’s purchasing personnel will track dollar volume and performance of suppliers and vendors and provide reports/data to the Human Resources Department to monitor compliance with the Diversity Plan.

- Ilera, through the Human Resources Department, will collect data and issue reports needed for periodic diversity reporting, including biannual participation reports.

- Ilera’s management will work with the Human Resources Department on development of a minority, women, LGBT, and other underrepresented groups network and the implementation of the Diversity Plan.

- Ilera’s purchasing personnel and internal end-users will be trained on supplier diversity policies and procedures and compliance requirements.

The following are independent contractors or suppliers contracted by Ilera that represent the Company’s selection of diversity among those entities so far.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Service or Product</th>
<th>Diversity Qualification</th>
<th>Amount (in dollars)</th>
<th>Percentage of Total Amount Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>MJ Freeway, LLC</td>
<td>Marijuana Industry Software and Consulting</td>
<td>Woman-Owned Business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vangst Talent</td>
<td>Recruiting</td>
<td>Woman-Owned Business</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

The following are providers, contractors, or suppliers that Ilera has identified as possible business partners. This list includes but is not limited to (Numbers based on Ilera’s spending for Dispensary and Grower-Processor licenses for which the Company is applying):

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Service or Product</th>
<th>Diversity Qualification</th>
<th>Anticipated Amount (in dollars)</th>
<th>Anticipated Percentage of Total Amount Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bittenbender Construction, LP</td>
<td>General Contractor</td>
<td>Woman-Owned Business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eden Labs</td>
<td>CO₂ Extraction Machine Manufacturer</td>
<td>Woman-Owned Business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AccuVape</td>
<td>Vaporizer Vendor</td>
<td>Woman-Owned Business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing Done Quickly</td>
<td>Printer</td>
<td>Veteran-Owned Business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sierra Bags</td>
<td>Packaging Vendor</td>
<td>Minority-Owned Business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hollister Creative</td>
<td>Marketing</td>
<td>Woman-Owned Business</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Diversity Mentoring, Training, and Professional Development Programs

Leadership Development

Ilera provides internal development opportunities for all employees. Each employee will have the opportunity to continue development as part of their career path and succession planning for progressive responsibilities. Each member of management and supervisor will be responsible for the development of employees for advancement within Ilera and for encouraging each employee to take advantage of the necessary training that will enable them the opportunity to qualify for a current or future open position. The Director of Human Resources will monitor each department to ensure that all employees are given the opportunity to participate in all programs for advancement.

Training

As part of Ilera’s core training modules, all employees will be required to complete the Diversity Awareness Training Program during employee orientation. All employee training will be logged and maintained in each employee’s personnel file. This Diversity training will focus on building an awareness of the valued differences of fellow employees, vendors, patients, and visitors. Ilera’s diversity training efforts will be designed to ensure that all employees are aware of Ilera’s diversity philosophy, and incorporate this philosophy in their day-to-day practices within the workplace. To create the most inclusive and productive work environment, it is necessary that all Ilera employees understand the importance, and have an appreciation, of people’s differences at Ilera’s facility and in their surrounding communities.

Additionally, as part of Ilera’s Management Development core training modules, all managers and supervisors will be required to complete Diversity Management Training. In those
modules, all members of management will be required to undergo training that is focused on recognizing and managing individual differences of all employees, vendors, patients, and visitors and will be responsible for implementing and reinforcing the policies and procedures of this Plan throughout all Ilera’s operations and business activities.

**Mentoring Program**

Ilera will establish a mentoring program with departmental supervisors and lower-level employees in order to promote internal development with all those employed at the facility. Through Ilera’s mentoring program, the Director of Human Resources will seek to match a mentee with a mentor based on needs and strengths of the employee and will ensure that mentees are matched with mentors who are easily accessible and available. Mentors will meet with the Director of Human Resources on a regular basis to assess the mentee’s career strengths and areas of improvement and will discuss opportunities to help the mentee achieve continual career growth with Ilera and the medical marijuana industry as a whole.

**Commitment to Diversity Practices**

Ilera is devoted to building and nurturing a diverse and inclusive environment and is committed to equal opportunity employment and participation by all employees throughout the organization. This commitment to equal opportunities and diversity also applies to Ilera’s vendors, suppliers, and independent contractors.

One way that Ilera has illustrated this commitment is by engaging in a Labor Peace Agreement with the United Food and Commercial Workers Local 1776 Union. A mission of the UFCW is to develop a unified voice and promote diversity and inclusion within the labor movement and within the UFCW, including various coalitions for under-represented groups.

The following mission statement summarizes Ilera’s diversity goals and commitment to diversity. It will be posted in prominent places throughout the facility, will be part of Ilera’s employee Diversity training program, and will communicate the foundation of Ilera’s diversity and inclusion mission to employees, business partners, visitors, and the surrounding community:

- We are committed to recruiting, employing, training and advancing talented people of any race, color, national origin, ancestry, sex, sexual orientation, sexual identity and expression, marital status, family status, lifestyle, age, culture, religion, military and veteran status, citizenship, or disability.
- We actively search for a diverse pool of candidates to provide us with a depth of talent, skills, and potential to meet diversity goals in all employment levels of our operation.
- We celebrate our diversified employee base and appreciate its cooperative power to meet our business goals.
- We are committed to offer opportunities to diverse vendors, suppliers, contractors, and other service providers from throughout the surrounding communities to enhance the participation of such groups in the success of our facility.
- We require that our contractors and vendors practice equal opportunity policies when they deal with others who provide goods or services to us.
Ilera believes that when partnering with diverse persons and businesses, there are limitless opportunities to share knowledge and expertise, and to ultimately assist one another to grow and succeed.

Ilera will champion diversity by infusing it into all organizational processes and ensuring that diversity is integrated into the core values of the organization. Ilera recognizes diversity as an important goal and will position the responsibility for diversity not merely with the Human Resources Department, but with Ilera's top-level and senior executives, members of management, and supervisors. Ilera's leaders will provide the visibility and will commit the time and resources to make diversity happen. In short, diversity is both a top priority and a personal responsibility for Ilera's leaders and will help maintain an effective and inclusive company culture.

**Workforce Utilization Report**

<table>
<thead>
<tr>
<th>Job</th>
<th>Total</th>
<th>Men</th>
<th>Women</th>
<th>Veterans</th>
<th>Service-Disabled Veterans</th>
<th>Black/AA</th>
<th>Hispanic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board</td>
<td>5</td>
<td>4</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CEO</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COO</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Counsel &amp; Compliance Officer</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clinical Manager</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resident Physician</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director of Security &amp; Logistics</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFO</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director Cultivation</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director Processing</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advisory Board</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>19</td>
<td>15</td>
<td>4</td>
<td>7</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Diversity Recording and Reporting**

Ilera will create an annual Diversity Report which sets forth Ilera's performance in fulfilling the goals of Ilera's Diversity Plan.

The report will contain the following:
● Employment data, including information on minority and women representation in the workforce in all job classifications; averages salary ranges; and recruitment and training information, including executive and managerial-level recruitment and training; and retention and outreach efforts.

● The total number and value of all contracts and/or subcontractors awarded for goods and services including an identification of each subcontract awarded to a minority or women-owned business enterprise under contracts containing a participation plan during each calendar year and the actual value of each such subcontract.

● A comprehensive description of all efforts made by Ilera to monitor and enforce the Diversity Plan.

● Information on minority and women investment, equity ownership, and other ownership or employment opportunities initiated or promoted by Ilera.

The Director of Human Resources will monitor company progress toward fulfilling the Diversity Plan. The Director of Human Resources will receive employment and procurement activity reports for each department and minority, women, LGBT, and underrepresented groups participation reports on an annual basis, at minimum. These reports will be used to compile a periodic progress report to be submitted to the Board of Directors for review and comments. Ilera’s Human Resources Department will assist department managers, supervisors, and project site managers by recommending specific actions.

**Anti-harassment Policy and Complaint Procedure**

Ilera is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Ilera expects that all relationships among persons in the office will be business-like and free of bias, prejudice, and harassment.

It is the policy of Ilera to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. Ilera prohibits any such discrimination or harassment.

Ilera encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Ilera to promptly and thoroughly investigate such reports. Ilera prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

**Part C – Applicant Background Information**

*(Scoring Method: Pass/Fail)*

For this part the applicant is required to provide background and contact information for the principals, financial backers, operators and employees.
Section 4 – Principals, Financial Backers, Operators and Employees

A. Please list all Principals, Financial Backers and Operators

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name: Lisa</td>
<td>M</td>
<td>Last Name: Gray</td>
<td>Suffix: CPA, CVA</td>
</tr>
<tr>
<td>Occupation: Growth Pharma Private Equity Funds</td>
<td>Title in the applicant’s business: Co-Founder and Managing Partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
<td>Date of birth:</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>First Name: Osagie</td>
<td>O</td>
<td>Last Name: Imasogie</td>
<td>Suffix: Esq</td>
</tr>
<tr>
<td>Occupation: Growth Pharma Private Equity Funds</td>
<td>Title in the applicant’s business: Co-Founder and Sr Managing Partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
<td>Date of birth:</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>First Name: Zoltan</td>
<td></td>
<td>Last Name: Kerekes</td>
<td>Suffix: Esq</td>
</tr>
<tr>
<td>Occupation: Growth Pharma Private Equity Funds</td>
<td>Title in the applicant’s business: Co-Founder and Managing Partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
<td>Date of birth:</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>First Name: Greg</td>
<td>J</td>
<td>Last Name: Rochlin</td>
<td>Suffix:</td>
</tr>
<tr>
<td>Occupation: Entrepreneur, wine and spirits, scrap metal business, medical marijuana</td>
<td>Title in the applicant’s business: Co-Founder and Chairperson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
<td>Date of birth:</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>First Name: Torsten</td>
<td>M</td>
<td>Last Name: Geers</td>
<td>Suffix: Esq</td>
</tr>
<tr>
<td>Occupation: Education Advisory Firm</td>
<td>Title in the applicant’s business: Partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
<td>Date of birth:</td>
<td></td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Occupation: Medical Marijuana

Title in the applicant’s business: Co-founder / Director of Patient Care

Also known as:

Date of birth:

Name and Residential Address

First Name: Shane  Middle Name: A  Last Name: Johnson  Suffix: Dr.

Occupation: Various marijuana cultivator, distributor companies in NV

Title in the applicant’s business: Board Member, President

Also known as:

Date of birth:

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

B. Please list Employees

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR ANY EMPLOYEES THAT HAVE BEEN HIRED TO DATE TO WORK FOR THE APPLICANT LISTED IN THIS APPLICATION. IF NO EMPLOYEES ARE CURRENTLY EMPLOYED, PLEASE LEAVE THIS SECTION BLANK.

Name and Residential Address

First Name:  Middle Name:  Last Name:  Suffix:

Occupation:  Title in the applicant’s business:

Also known as:  Date of birth: MM/DD/YYYY

Address Line 1:  Address Line 2:

Address Line 3:  City:  State:  Zip Code:

Phone:  Fax:  Email:

Name and Residential Address

First Name:  Middle Name:  Last Name:  Suffix:

Occupation:  Title in the applicant’s business:

Also known as:  Date of birth: MM/DD/YYYY

Address Line 1:  Address Line 2:

Address Line 3:  City:  State:  Zip Code:

Phone:  Fax:  Email:

Name and Residential Address

First Name:  Middle Name:  Last Name:  Suffix:

Occupation:  Title in the applicant’s business:

Also known as:  Date of birth: MM/DD/YYYY

Address Line 1:  Address Line 2:

Address Line 3:  City:  State:  Zip Code:

Phone:  Fax:  Email:
### Name and Residential Address

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

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

<table>
<thead>
<tr>
<th>Also known as:</th>
<th>Date of birth: MM/DD/YYYY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Address Line 3:</th>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone:</th>
<th>Fax:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER INDIVIDUALS IN A SEPARATE DOCUMENT TITLED “EMPLOYEES (CONT.)” 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.

<table>
<thead>
<tr>
<th>☐ Yes</th>
<th>☐ No</th>
</tr>
</thead>
</table>

### 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.

<table>
<thead>
<tr>
<th>☒ Yes</th>
<th>☐ No</th>
</tr>
</thead>
</table>

### Section 7 – Civil and Administrative Action

For the statements below:

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

<table>
<thead>
<tr>
<th>Civil and Administrative Action</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>The applicant has never responded to an action resulting in sanctions, disciplinary actions or civil monetary penalties being imposed relating to a registration, license, permit or any other authorization to grow, process or dispense medical marijuana in any state.</td>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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. ☒ ☐

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

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

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

Plan of Operation

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

- Security and Surveillance
- Employee qualifications and training
- Transportation of medical marijuana and medical marijuana products
- Storage of medical marijuana products
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

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

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

Section 8 – Operational Timetable

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
</tr>
</thead>
</table>

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.
DOH Redacted

DOH Redacted

DOH Redacted
DOH Redacted

DOH Redacted
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.

1. **Gregory Rochlin, Chief Executive Officer (“CEO”):** The CEO is responsible for the attainment of short and long-term financial and operational goals as directed by the Board of Directors. The CEO oversees all aspects of the Company in strict compliance with Pennsylvania regulations and builds a high-performance team capable of achieving Ilera’s vision and mission while adhering to its core values.

2. **Oludare Odumosu, Chief Operations Officer (“COO”):** The COO plans and directs all aspects of the organization’s strategies, objectives, initiatives, and policies. The COO
reports directly to the CEO and is responsible for evaluating performance by analyzing and interpreting data and metrics. The COO oversees Management level employees and daily operations of the facility.

3. **Christopher Lesovitz, Chief Financial Officer (“CFO”):** The CFO is responsible for managing all financial aspects of the Company including payroll, budget management, and maintaining financial records. The Accounting Manager will analyze and present financial reports monthly and annually to the Board of Directors and assist the COO in analyzing all aspects of operations as well as offer improvement initiatives including pricing adjustments.

4. **Mark A. Edwards, Esq., General Counsel & Compliance Coordinator:** The General Counsel & Compliance Coordinator will be responsible for general legal matters and developing and overseeing control systems to prevent or address violations of all rules and regulations set forth by the Pennsylvania Department of Health and internal policies as well as for evaluating the efficiency of controls and implementing improvement continuously. The Director will keep abreast of regulatory developments within or outside of the company as well as evolving best practices in compliance control and will prepare reports for senior management and external regulatory bodies as appropriate. They will also be responsible for oversight of all quality testing procedures. Accountable for the development, implementation, and ongoing monitoring of the quality assurance and control systems in strict compliance with Pennsylvania state regulations. Gives final approval for each batch to be released for sale to patients. Responsible for root cause investigations relating to deviations from Standard Operating Procedures or batches that fail testing requirements. In addition, this position will be responsible for Human Resources.

5. **Kevin A. Maiden, Sr., Director of Security & Logistics:** The Director of Security & Logistics will be responsible for the overall physical safety and security of Ilera’s operations. The Director of Security & Logistics will be responsible for the operations and functionality of the facility’s alarm system and surveillance equipment as well as assisting in the development and implementation of workplace safety protocols and HIPAA records security policies. The Director of Security & Logistics will be responsible for developing all workforce security training materials and overseeing all employee security and safety training sessions. The Director of Security & Logistics will be the primary liaison between Ilera and both the Pennsylvania Department of Health and local law enforcement concerning all facility security and safety issues and events. The Director of Security & Logistics is also responsible for oversight of all transportation events entering or leaving the Ilera’s facilities. The Director of Security & Logistics will constantly review and revise all transportation manifests and trip plans in accordance with all Pennsylvania rules in order to ensure that employees and medicine are secure during transportation and to prevent marijuana products from being lost, stolen, or otherwise diverted during the delivery process.

6. **Shannon Hexter, Clinical Manager:** The Clinical Manager will be responsible for the medical and pharmacological aspects of Ilera’s operations including developing, organizing and facilitating all education programs for patients, caregivers, board
members, and the community at large concerning methods of consumption, cannabinoid profiles, regulation updates, as well as the Ilera’s services. Additionally, the Clinical Manager will be responsible for developing, implementing, and managing Ilera’s patient counseling program that will provide all Ilera’s patients with a counseling session to discuss a plan for patient medical marijuana treatments.

7. **Charles Laudadio, MD, Resident Physician/Pharmacist:** A Resident Physician/Pharmacist will be in attendance at all times. The Resident Physician/Pharmacist will have a private office for confidential patient consultations. The Physician/Pharmacist will consult with new patients and discuss their serious medical condition and the recommended medical marijuana prescribed by their physician. The Physician/Pharmacist will answer any questions or concerns the patients may have. When patients return to refill their medical marijuana products, the Physician/Pharmacist will be available for consultation to discuss the success of the medication in treating the condition. If adjustments need to be made either in strength or a change to a different form or strain of medical marijuana, the Physician/Pharmacist will consult with the patient’s physician who will write a new prescription.

8. 

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

1. **Chief Executive Officer:** Gregory Rochlin will serve as CEO for Ilera. As CEO, Mr. Rochlin will contribute decades of management and entrepreneurial expertise to all facets of Ilera’s operations. Mr. Rochlin has created, bought, and sold an array of successful businesses throughout his 30-year career. Currently, Mr. Rochlin owns and operates multiple high-end wine and spirits retail stores. He has been successful in overseeing all aspects of opening the stores, as well as growing them to be large profitable businesses. Mr. Rochlin also has experience with successfully co-founding and obtaining licensing for a medical marijuana organization in Maryland, Chesapeake Health Sciences. He currently serves as the Chairman of the Board, and has previously held the title of CEO. In these roles, he has effectively shaped their business and marketing plans, secured real estate, overseen the design and buildout of facilities, developed relationships with suppliers, hired key employees, and developed and implemented SOPs. He has been involved in varied ventures, including recycling, home improvement, restaurants, and retail as well as commercial and residential real estate. Mr. Rochlin started his career by working as a principle for a local home improvement company in the Baltimore area from 1987 to 1992. He was responsible for the day-to-day activities of the company, including overseeing contractors and sub-contractors, bidding new projects, developing new business leads and supervising the sales staff. Mr. Rochlin joined Wise Metals in 1992 as an operations manager and became vice president in 1993. In his first five years as vice president, Rochlin was credited with growing the company’s scrap processing operations by over 500 percent. Wise’s scrap operations became one of the largest non-ferrous scrap companies on the East Coast of the United States. In 1999, Mr. Rochlin spun off the physical scrap operation and formed Terrapin Recycling. Under Mr. Rochlin’s leadership,
Terrapin grew to become one of the largest independently owned industrial scrap operations in Maryland—recycling 10,000,000 pounds of metal monthly. By the time Rochlin left the company in 2015, it had merged with its biggest competitor and was recycling an impressive 40,000,000 pounds of metal per month. Throughout his career, Mr. Rochlin has held numerous leadership positions in local community organizations. He served on the Young Leadership Committee of the Jewish Community Federation of Baltimore, which engages and supports community partners in Greater Baltimore, Israel, and around the world. When his brother suffered a debilitating stroke, Mr. Rochlin joined the board of Snyder Center for Aphasia Life Enhancement and became instrumental in the organization’s merging with the League of People with Disabilities of Maryland. Mr. Rochlin is a cancer survivor and after beating cancer for the second time, Mr. Rochlin became a member of the Sinai Hospital of Baltimore Board of Trustees where he recently began serving a two-year term as Chairman of the Board. Mr. Rochlin graduated from the University of Maryland, College Park, where he earned a Bachelor of Science degree in Business Administration.

2. **Chief Operations Officer**: Oludare Odumosu will serve as the COO of Ilera. Mr. Odumosu’s decade of experience in corporate pharmaceutical business development and strategic alliance management coupled with his background in biochemistry and healthcare entrepreneurship makes him ideal to fill the position of Ilera’s COO. Mr. Odumosu is currently the Senior Business Development Manager for Iroko Pharmaceuticals in the greater Philadelphia area. In this role, he manages procurement and shipment of Iroko’s APIs and a diverse pipeline API portfolio through product development, approval, commercialization, and licensing. Additionally, Mr. Odumosu negotiates cost-effective transactions to secure and protect a supply of branded pharmaceuticals in a highly-genericized market and serves as liaison between API suppliers and various departments at Iroko, including Legal, Regulatory, Quality, Logistics, Operations and Supply Chain, and Finance through cross functional team project management. Before joining Iroko, Mr. Odumosu co-founded Odumosu & Butterfield Associates, L.L.C., which provided a range of strategic information and implementation consulting services to clients seeking to enter new industries. In this entrepreneurial endeavor, Mr. Odumosu also introduced partnerships that facilitated growth and provided reviews and recommendations for the improvement of existing capacities in the healthcare and education industries. Mr. Odumosu received a PhD in Biochemistry and a Master’s in Public Health-Epidemiology and Biostatistics from the Loma Linda University School of Medicine in Loma Linda, California and a BS in Biology from Calvin College in Grand Rapids, Michigan. While at Calvin College, he served as Medical Research Assistant, where he conducted cancer research in cell signal transduction and cellular interactions with the goal of understanding the regulation of specific modulators of tumorigenesis and survival. Additionally, Mr. Odumosu is a contributing published author in academic research journals covering such topics as autoantigen-based vaccines for Type 1 Diabetes as well as insulin fusion protein in edible plant tissues.

3. **Chief Financial Officer**: Christopher Lesovitz, CPA is a finance professional with demonstrated advancements in the fields of accounting, finance, ERP systems and global management. Extensive experience working with global private and public companies in
multiple positions specializing in financial reporting and analysis, corporate positioning, ERP system implementation, payroll management and financial process controls for manufacturing, retail and wholesale companies. His particular experience base is in establishing and managing financial operations in the pharmaceutical industry. Mr. Lesovitz holds a Bachelor’s of Science from Villanova University.

4. **General Counsel & Compliance Coordinator:** Mark A. Edwards, Esq. will serve as the General Counsel & Compliance Officer for Ilera. Mr. Edwards brings over twenty-four years of legal experience in the areas of regulatory compliance, patent, trademark, antitrust, and licensing in the agricultural, healthcare, and commercial-food industries. Such wealth of experience makes Mr. Edwards an asset to the Ilera management team as Director of QA & Compliance and will ensure the Company operates within the regulatory framework of the Pennsylvania Medical Marijuana Program and all other applicable local and State laws. Mr. Edwards is currently a solo legal practitioner, where he represents clients regarding intellectual property and business matters as well as transactional and licensing services. Before opening his own practice, Mr. Edwards served as General Counsel for DuPont Fluorochemicals in the areas of Intellectual Property and commercial transactions where he developed and implemented innovative global patent enforcement strategies and counselled C-Suite executives, business executive teams, and General Counsel regarding global intellectual property issues and risks assessments. Additionally, while at DuPont he applied unique legal experience and perspective as well as trial and commercial successes to help the company prevail against legal challenges to its commercial business model. While at DuPont, Mr. Edwards spearheaded the company’s Minority Counsel Program that created a mentoring and retention program for the DuPont legal network and contracted primary law firms with the ultimate goal of promoting diversity within that legal community. Mr. Edwards received a JD from the Hofstra University School of Law and a BS in Chemistry from Kenyon College in Gambier, Ohio.

5. **Director of Security & Logistics:** Kevin A. Maiden, Sr. is a retired Senior Federal Air Marshal, having been employed by the government for 24 years in law enforcement, holding top security clearance, being an expert marksman, and having extensive training in martial arts, armed transport, surveillance, and managing special missions in coordination with the FBI. He has flown over 3.6 million miles while serving the Department of Homeland Security, has been involved with multiple missions and has managed several security operations.

6. **Clinical Manager:** Shannon Hexter will serve as Clinical Manager for Ilera. Ms. Hexter is a seasoned healthcare professional with over a decade of experience and a vast interest in wellness, secondary therapies, and research. Such experiences and specializations make her ideal to serve as Ilera’s Clinical Manager. Currently, Ms. Hexter serves as Director of Patient Care Services for Chesapeake Health Sciences which works to improve the lives of medical patients by providing clinical expertise, preeminent customer service, and the highest quality medical marijuana products to registered medical marijuana patients. Ms. Hexter also works on numerous projects in the behavioral and mental health domain. She is a co-investigator, with Dr. Allen Tien at Towson University, studying the implications of exercise in patients suffering from depression, anxiety, and other mental health disorders. Previously, Ms. Hexter worked as Clinical Exercise
Physiologist at Johns Hopkins University where she concurrently worked as a cardiopulmonary exercise specialist and pulmonary/cardiac research lab manager. Her responsibilities included performing pulmonary function tests, monitoring disease progression in pulmonary and cardiac disease patients, determining efficacy of treatment regimens by measuring, and analyzing physiological data collected during peak exercise. While serving as a Clinical Research Assistant at the University of Maryland, Ms. Hexter assisted several Principal Investigators on National Institutes of Health-funded clinical research studies including “The Biology of Exercise, Nutrition and Metabolism in Aging;” Adaptation on Neuromuscular Activity at the Central and Peripheral Nervous Systems, Inflammatory Markers, and Metabolic Abnormalities; neurocognition and neurocognitive function in patients with kidney disease; and the effects of exercise on metabolic function in patients with HIV. Ms. Hexter is a certified Strength and Conditioning Specialist with the National Strength and Conditioning Association and is an Advanced Cardiac Life Support Provider with the American Heart Association. She serves on the Board of Directors at Annapolis Neurology Associates and holds CPR and AED certifications for healthcare providers with the American Heart Association. Ms. Hexter received a Bachelor’s of Science degree in Kinesiology from Pennsylvania State University, a Master’s of Science degree in Exercise Science from Appalachian State University, and a Master’s of Business Administration from Johns Hopkins University.

7. **Resident Physician:** Charles Laudadio, MD, MBA will serve as the Resident Physician for Ilera. Dr. Laudadio is a Physician with over thirty-six years’ experience in clinical research and medical affairs with expertise in orphan drugs, biologics, pain management, neuropathy, and urology. He has a multi-faceted background in clinical research and medical affairs coupled with clinical expertise which has significantly contributed to approval of multiple pharmaceuticals. Additionally, he possesses global experience leading drug development programs including multiple INDs, NDAs and BLAs and has various regulatory interactions with the FDA, Health Canada, and the European Medicines Agency. Such wealth of experience and knowledge will be the cornerstone of all Ilera’s research and patient care efforts and will ensure that Ilera’s patients are well-informed on the best options for their medical marijuana treatments. Currently, Dr. Laudadio serves as an independent Medical Pharmaceutical Consultant, where he consults a variety of companies including Johnson & Johnson, Pfizer, Endo, Cephalon, Teva, Iroko, and Braeburn. His consulting activities include serving as Medical Director/Monitor overseeing studies and reviewing protocols associated with clinical Serious Adverse Events (SAE). Additionally, he provides consulting services relating to therapeutic areas including IBS-D, bladder and prostate cancer, Extended Release opioids, NSAIDs, buprenorphine injections for chronic pain and subdermal implant for maintenance treatment of opioid dependence, Tafamidis meglumine for Amyloid Cardiomyopathy, Chemotherapy-Induced Neuropathic Pain, Lyme Disease, Renal Disease, Paroxysmal Nocturnal Hematuria (PNC), and Medical Devices for wound healing. Previously, Dr. Laudadio worked at CSL Berhring, LLC in King of Prussia, Pennsylvania as Global Medical Director for Critical Care/Coagulation. While at CSL Berhring, he spearheaded worldwide development of plasma-related biologic products relating to coagulation and hereditary angioedema and maintained a crucial role in global commercial development and safety assessments. Dr. Laudadio also evaluated drugs to treat bladder cancer, Sickle Cell
Disease, Thalassemia, Hemophilia bleeding, and iron overload while at CSL Berhring. Dr. Laudadio holds an MD from the University of Louisville School of Medicine in Louisville, Kentucky and a BSEE from the Polytechnic Institute of Brooklyn, New York. He is a member of Pennsylvania State Medical Societies and is Fellow of the Global Health Economics Unit at the Center for Clinical and Translation Science at the University of Vermont College of Medicine. Dr. Laudadio is currently licensed to practice medicine in Pennsylvania.

8. 

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

1. **Training** - A comprehensive training program is essential for our success. A well-trained workforce is central to worker productivity and well-being. Training is linked to long-term employment and is an important factor in successful performance, productivity, and morale. Employee training and procedures will be built around all of the required and needed topics/areas as well as special classes, brown bag lunches, webinars, on the job training, and informal training sessions and meetings surrounding several marijuana-related topics including new products and technology, industry tools, cannabinoids and their effects, serving and counseling patients, and supplemental information to help employees perform efficiently and effectively.

2. **Physician / Practitioner Department Training Course** - Per Section 1161.25(c), a physician, a pharmacist, a physician assistant or a certified registered nurse practitioner will, prior to assuming any duties at our facility, successfully complete a 4-hour training course developed by the Pennsylvania Department of Health (“Department”). The course will provide instruction in the latest scientific research on medical marijuana, including the risks and benefits of medical marijuana, and other information deemed necessary by the Department.

3. **Employee Department Training Course** The following individuals will complete a 2-hour training course developed by the Department within the times specified: Each principal of Ilera, prior to starting initial operation of the facility, and each employee of the Company, within 90 days after starting work at the facility. 1. Each employee will be enrolled and scheduled in this training as part of our standard hiring and onboarding process. The Company will provide transportation to the training, if required. 2. All employees will be required to provide the Human Resources Manager with the date and time of their class attendance as well as proof of attendance via a certificate or form completed by the Department. 3. This information will be recorded and added to the employee’s personnel file. 4. Class attendance will be verified at each employee’s first 90-day review. 5. Should an unforeseen situation arise and an employee does not attend the course in the first 90-days, the employee will be suspended from duty until the course has been taken. Ilera will retain all training attendance records of all employees and make them available for inspection by the Department and its authorized agents upon request.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

4. 

5. 

6. 

7. 

8. 

If more space is required for any of the above three components of Section 9 (A, B and C), please submit additional information in a separate document titled “Employee Qualifications, Description of Duties and Training (Cont’d)” in accordance with the attachment file name format requirements and include it with the attachments.

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

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

N/A
Section 10 – Security and Surveillance

A dispensary must have security and surveillance systems, utilizing commercial-grade equipment, to prevent unauthorized entry and to prevent and detect diversion, theft, or loss of any medical marijuana or medical marijuana products.

Please provide a summary of your proposed security and surveillance equipment and measures that will be in place at your proposed facility and site. These measures should cover, but are not limited to, the following: general overview of the equipment, measures and procedures to be used, alarm systems, surveillance system, storage, recording capability, records retention, premises accessibility, and inspection/servicing/alteration protocols.
Section 11 – Transportation of Medical Marijuana

A. Transportation

By checking “Yes,” you affirm that any delivery of medical marijuana to any other medical marijuana organization or approved laboratory within the Commonwealth will adhere to the following:

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

<table>
<thead>
<tr>
<th>Statement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical marijuana will only be delivered between 7 a.m. and 9 p.m.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Medical marijuana will not be transported to any location outside of this Commonwealth</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>A global positioning system will be used to ensure safe, efficient delivery of the medical marijuana to a medical marijuana organization.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>In addition to having a transport vehicle staffed with a delivery team consisting of at least two individuals, the applicant affirms the following:</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>At least one delivery team member will remain with the vehicle at all times that the vehicle contains medical marijuana.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Each delivery team member shall have access to a secure form of communication with the dispensary, such as a cellular telephone, at all times that the vehicle contains medical marijuana.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Upon demand, each delivery team member shall produce an identification badge or card to the Department or its authorized agents, law enforcement or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Each delivery team member will have a valid driver’s license.</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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

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

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

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

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

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

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

- 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.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- 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.

- The transport vehicle’s make, model, and license plate number.

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

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

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

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

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

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

N/A
C. PLEASE DESCRIBE YOUR PLAN REGARDING THE TRANSPORTATION OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS. FOR EXAMPLE, EXPLAIN WHETHER YOU PLAN TO MAINTAIN YOUR OWN TRANSPORTATION OPERATION AS PART OF THE FACILITY OPERATION, OR WHETHER YOU WILL USE A THIRD-PARTY CONTRACTOR. IF YOU CHOOSE TO USE YOUR OWN TRANSPORTATION OPERATION, PLEASE PROVIDE THE NUMBER AND TYPE OF VEHICLES THAT WILL BE USED TO TRANSPORT MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, THE TRAINING THAT WILL BE PROVIDED TO EMPLOYEES THAT WILL TRANSPORT MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, AND 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><strong>•</strong> 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><strong>•</strong> All storage areas will be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds, and pests.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td><strong>•</strong> A separate and secure area for temporary storage of medical marijuana that is awaiting disposal will be established.</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>

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

N/A

B. PLEASE DESCRIBE YOUR PLANS REGARDING THE STORAGE OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS WITHIN YOUR FACILITY:
DOH Redacted
### Section 13 – Labeling of Medical Marijuana Products

<table>
<thead>
<tr>
<th>A. Labeling Requirements</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that the applicant will implement a quality control process to ensure that the label does not bear any of the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.

- Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.
• Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead an individual to believe that the product has been endorsed, manufactured, or approved for use by any State, county or municipality or any agency thereof.

☒ ☐

• Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.

☒ ☐

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

N/A

B. PLEASE DESCRIBE YOUR PROCESS FOR CREATING AND MONITORING THE LABELING USED FOR MEDICAL MARIJUANA PRODUCTS:

DOH REDACTED
### Section 14 – Inventory Management

#### A. Electronic Tracking System

You acknowledge that you must use the electronic tracking system prescribed by the Department containing the requirements in section 701 of the Act (35 P.S. § 10231.701).

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>

#### B. Inventory Management

By checking “Yes” to any statement, you affirm that each dispensary will maintain the following inventory data in its electronic tracking system:

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

- Medical marijuana received from a grower/processor.
  | Yes | No |
  | ☒   |    |

- Medical marijuana dispensed to a patient or caregiver.
  | Yes | No |
  | ☒   |    |

- Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or awaiting disposal.
  | Yes | No |
  | ☒   |    |

- Inventory controls and procedures will be established for the conducting of monthly inventory reviews and annual comprehensive inventories of medical marijuana at the facility.
  | Yes | No |
  | ☒   |    |
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- 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.

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

N/A

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

[Redacted text]
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:

[Redacted text]
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.

Statement of Safety Policy

A medical marijuana dispensary operation, while unique in its product offering, is subject to many of the same safety and sanitation issues that other retailers face. In fact, most medical marijuana dispensaries are a combination of an office environment, a reception area, a store, shipping and receiving areas, and inventory and security rooms. As such, Ilera will ensure, to the fullest extent possible, the safety of the employees, visitors, patients, and products in a sanitary and organized environment.

Ilera is committed to the highest standards of safety for anyone who is employed and anyone who visits, whether that individual is purchasing medical marijuana product or not (for example, delivery agents and vendor guests will be covered by the same safety guidelines as patients and employees).
Ilera will have in place a complete and thorough contamination prevention process as well as pest protection procedures. All equipment, tools, surfaces, floors, walls, ceilings, and windows will be regularly cleaned and sanitized. Employees will fervently comply with the restrictions for food handlers and practice diligent personal hygiene. The Company will have hand washing stations throughout the dispensary with warm water, hand soap and sanitizers, and either dryers or an adequate supply of clean towelettes. All tools and equipment will be maintained on a regular basis by the development of strict inspection schedules and immediate replacement and/or repair policies. All necessary repairs and replacements will be recorded and stored for safe and easy access. All employees will be trained in good safety and sanitation practices and policies on a recurring basis. Ilera is committed to the highest standards of safety for anyone who is employed, visitors, and all consumers of medical marijuana products.

**Contamination Prevention Process**

Ilera will require that all employees maintain strict sanitation protocols throughout the entire dispensary facility. Employees will agree to uphold compliance with local and state department regulations. The purpose of these protocols will be to protect people, equipment, and products from contamination from microbial, chemical, and physical hazards.

**Contaminants**

The four major ways contaminants can enter a room are the bottom of shoes, pets (i.e. dogs, cats, birds), hands, and clothing. Ilera will mandate a no pet policy, clean hand and glove procedures, and sanitary shoes and clothing. Nitrile gloves will be required when anyone is in contact with medical marijuana concentrate or infused products. The patient should be the first person to touch the medicine with their bare hands.

Temperature-controlled secure storage areas will limit exposure to contaminants, pests and prohibit the propagation of micro-organisms (growth of molds/bacteria). All medical marijuana product inventory will be stored in temperature-controlled secure storage until it is ready to be displayed and sold.

**Sanitation and Cleanliness**

Because the spread of communicable diseases and infections presents a safety threat to employees, patients, and the surrounding community, Ilera is committed to maintaining a clean and sanitary dispensary environment in the interest of public health and safety. To this end, all employees will be held responsible for keeping dispensary equipment, materials, and work areas clear of debris and properly sanitized.

Ilera will maintain its dispensary in a sanitary condition to limit the potential for contamination or adulteration of medical marijuana containing products. The following apply:

1. All store countertops, scales, storage devices, containers, utensils, shelves, racks, and surfaces will be will be free of dust and debris by cleaning and sanitizing them throughout the day as necessary to prevent contamination.
2. All instruments or devices to administer medical marijuana will be kept in clean, locked display cases or in locked inventory storage units.
3. All patient-facing areas will be kept neat and clean. Floors will be swept and or vacuumed at the end of each day.
4. All storage areas will be cleaned on a weekly basis.
5. Stored product will be moved or shielded during cleaning to prevent splash contamination.
6. Any windows and mirrors will be cleaned daily.
7. All restroom facilities will be cleaned daily and will be well stocked with proper amenities.
8. All garbage and waste will be stored in waste containers and removed from the dispensary on a daily basis in order to prevent pests from breeding in the dispensary’s trash. Trash will be stored in outdoor locked waste bins which will be emptied by a third-party waste removal company on a weekly basis.
9. Floors, walls and ceilings will be kept in good repair.
10. Adequate protection against pests will be provided through the use of integrated pest management practices and techniques that identify and manage pathogens and pest problems.
11. Toxic cleaning compounds and sanitizing agents will be labeled and stored in a manner that prevents contamination of medical marijuana containing products and in a manner that otherwise complies with other applicable laws and regulations.

Per Section 1161.34(b), employees working in direct contact with medical marijuana products are subject to the restrictions on food handlers and in Section 27.153 (relating to restrictions on food handlers). An employee will otherwise conform to sanitary practices while on duty, including the maintaining adequate personal hygiene and washing hands thoroughly in an adequate hand-washing area before starting work and at any other times when hands may have become soiled or contaminated and at all times before dispensing medical marijuana products to a patient or caregiver.

Additionally, Ilera will provide its employees and patients with adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair. Ilera will have readily accessible hand-washing facilities that are located where good sanitary practices require employees to wash and sanitize their hands and effective nontoxic sanitizing cleansers and sanitary towel service or suitable hand drying devices.

**Equipment Sanitation**

The Company will have a written process in place to maintain the sanitation and operation of equipment that comes into contact with medical marijuana products, chemicals, dirt, food/drink, raw materials or any other potentially unsanitary elements to prevent contamination. All equipment will be wiped down after each use and undergo a deep cleaning and sanitizing monthly. Ilera will provide a copy of the written process to the Pennsylvania Department of Health ("the Department") upon request. As part of the written process, Ilera will:

1. Routinely calibrate, check and inspect the following to ensure accuracy:
   - Automatic, mechanical or electronic equipment
   - Scales, balances or other measurement devices used in all operations

2. Maintain an accurate log recording the following:
   - Maintenance of equipment
   - Cleaning of equipment
   - Calibration of equipment
**Water Supply**

The Company will ensure that the dispensary facility is provided with a water supply sufficient for operations, which will be derived from a source that is a public water system, or a nonpublic system that is capable of providing a safe, potable and adequate supply of water to meet the operational needs of the dispensary facility.

**Employees**

Employees will be required to come to work in clean clothes and practice good personal hygiene. Employees will be prohibited from tobacco use while on the job. Ilera will implement protocols ensuring that employees wash up to their forearms to their elbows if tobacco use has been detected.

Employees will be assigned routine tasks including sweeping, mopping, removing waste, and cleaning and sterilizing work areas and equipment as part of their daily schedule and management will ensure that all cleaning tasks are carried out promptly.

Ilera will put any employee on sick leave for a minimum of 24 hours if the employee has an illness or is expected to have a contagious condition that could cause contamination to medical marijuana containing products or other employees and patients and otherwise potentially negatively impact product safety and patient health.

**Pest Protection Procedures**

Ilera will utilize a state of the industry integrated pest management (IPM) regimen in accordance with the Pennsylvania Pesticide Control Act of 1973 (Pesticide Control Act) (3 P.S. §§ 111.21—112) and utilize the expertise set forth by MJ Freeway operations consultants. Ilera’s IPM regimen will include practices such as careful observation and examination, pest identification, sanitation, environmental controls, corrective measures such as biological and mechanical controls, and record keeping.

On their own, any one of these practices may not be enough to control an infestation of pests, but by taking a systematic approach and combining multiple pest control practices, Ilera’s retail staff will be able to consistently achieve greater and more economical control of pests over time.

Daily walk-through inspections to look for any indication of pests or pathogens will be conducted by the store’s employees.

Pests common to marijuana type products like spider mites, aphids, and whiteflies, as well as mold and other diseases are capable of decimating an entire inventory. Climate control will be a key component in The Company’s IPM regimen. Tight humidity and temperature control will be imperative. The Company will ensure proper airflow by providing adequate ventilation and fans for circulation.

**Medical Marijuana Handler Restrictions**

All Ilera employees involved in handling medical marijuana products will be required to wear appropriate clean clothing and gloves. As applicable, hair nets and beard nets will be required.

**Contagious and Communicable Illness and Disease**

Many communicable illnesses and diseases could possibly be transmitted by infected medical marijuana product containing product handlers to consumers through the products or contact
surfaces. Ilera will strive to employ healthy people and institute a system of identifying employees who present a risk for transmitting impurities to medical marijuana products, utensils, devices or to other employees and patients. In order to protect the health of both patients and employees, information concerning the health status of job applicants and currently employed production workers will be required to be disclosed. The manager will convey to job applicants and employees the importance of notifying managers about issues with health status or changes in health status. Once notified, the manager will take action to prevent the transmission of any type of contamination.

All patient-facing employees will be required to notify their manager by telephone if they are sick and will not be able to report to work until at least 24 hours have passed after the sickness symptoms have ended.

**Food Handler Restrictions**

Per Section 1161.34(b), an employee working in direct contact with medical marijuana product is subject to the restrictions on food handlers in § 27.153 (relating to restrictions on food handlers). An employee will otherwise conform to sanitary practices while on duty, including the following:

1. Maintaining adequate personal hygiene
2. Wearing proper clothing, including gloves
3. 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

**Hand Washing Facilities**

Frequent and effective handwashing removes bacteria and microorganisms from the surface of hands. Once these potentially harmful substances are on the hands, it becomes easy for a person to transfer them. In addition, viruses pose a particularly significant threat with regard to handwashing, in that they are often found on the surface of the human body and require a host cell to survive and reproduce.

Because viruses can be transferred from person to products and between people, handwashing will be critical at Ilera’s dispensary. It will help prevent the spread of illnesses and other contaminants. Ultimately, this will reduce both the risk of employees spreading bacteria to products and potentially becoming infected with a virus themselves.

All employees will be required to wash their hands thoroughly and sanitize when necessary including but not limited to the following circumstances:

- On entering any product handling area
- After each and every visit to the lavatory
- After using a handkerchief or tissue
- After smoking, chewing, eating, or drinking
- After handling trash, dropped product or any unsanitary or contaminated material
The Company will provide the employees and visitors with ample, satisfactory, and convenient hand-washing facilities furnished with running water at a temperature suitable for sanitizing hands. The following apply:

- Hand-washing facilities will be located in the dispensary areas and where good sanitary practices require employees to wash and sanitize their hands.
- Effective nontoxic sanitizing cleansers and sanitary towel service or suitable drying devices will be provided.

Additionally, Ilera will provide its employees and visitors with adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair.

Specific Safety Measures

Air Quality

To keep air quality safe, Ilera will install a mechanical system that cycles in fresh outdoor air and circulates it throughout the dispensary, both in the main floor area and in the back rooms. The safety manager will regularly check to see that it is functioning properly and will hire a professional to fix it in the case it stops working.

Ergonomics

According to the Occupational Safety and Health Administration ("OSHA"), ergonomics is the science of matching workplace requirements to employees' capabilities. Mismatching job requirements to capabilities can result in employee injury or illness. Ilera will hire employees with the right strengths and capabilities for the specified job duties.

In support of safety in ergonomics, the safety manager will:

- Develop clear ergonomics goals
- Express the company's commitment to achieving them
- Assign responsibilities (training, job analysis, etc.) to designated staff members to achieve those goals
- Ensure that assigned responsibilities are fulfilled
- Provide appropriate resources

Fire Hazards

Ilera will continuously monitor the store for fire hazards such as exposed wire from lighting or computers, improper chemical storage in back rooms, or combustible materials left near a heat source. Ilera will have in place a fire evacuation plan and fire exit signage. To ensure
that the Company is prepared for any fires that may arise, Ilera will always keep fire extinguishers in the dispensary and make sure that all employees are trained in how to use them. The Company will schedule routine fire extinguisher inspections to verify that they function properly. Ilera will schedule regular visits by the local fire department for general walk throughs. This will help establish rapport with local authorities and maintain compliance throughout the business.

In case of fire, Ilera will:

- Call 911 immediately and evacuate the building.
- If the fire is small and contained, employees will attempt to extinguish the flames with one of the fire extinguishers that are located throughout the dispensary.
- Wait for firefighters to arrive and provide as much information as they request.
- Once outside of the building and safe, notify the safety manager.

**Lifting Safety**

When necessary, Ilera will provide employees with help to lift heavy or bulky items. Whether a particular lift will require assistance will depend on several factors, including the weight and size of the object, how frequently the object is lifted, how close the object is to the ground, how high it must be lifted, how far it must be carried and whether it has handles. Assistance will include a dolly or cart, or help from a co-worker. Employees will be trained in the use of appropriate lifting techniques for different sizes of objects as well as to when it is appropriate to seek assistance.

When holding, lifting or carrying items, employees will:

- Before lifting boxes and cases, check the weight so it can be lifted properly
- Turn the body as a unit to avoid twisting at the waist
- Keep the item close to the body
- Keep back straight
- Use leg muscles to do the lifting
- Lift smoothly without jerking
- Get close to where the item needs to be set down

**Lighting**

Ilera will ensure there is always ample lighting in each room so that it will make it more difficult for shoplifters to steal goods. Good lighting will also help patients and employees to see objects on the floor and not trip or fall as a result. The Company will always keep good lighting throughout the store’s front end, in stock rooms, and on the exterior of the building.

**Natural Disasters**

Ilera will take special precautions in case a natural disaster strikes by not stacking inventory high above patient’s or employee’s heads where it could fall with high winds and/or earth movement. Ilera will be prepared with a plan that allows us to alert customers immediately to
any watches or warnings. The Company will also keep safety kits that include water and non-perishable food in case employees and patients are unable to leave the store after the natural disaster is over.

**Visual Inspection of Premises**

Ilera will visually inspect the store's premises on a daily basis to ensure that no hazards are apparent. These hazards may include uneven flooring, spills that could cause a patient or employee to slip and fall and misplaced boxes or other items on the floor that may cause someone to trip and hurt themselves. Ilera will make sure spills are mopped up immediately, and remove clutter from the store's floor.

**Labeling and Exit Bags**

All medical marijuana containing products will be labeled at the point of sale and all labels will contain the required safety warnings. All medical marijuana containing products will be required to leave the store in a child-resistant exit bag or other similar, Department approved package.

**Employee Safety Training**

Employee safety training will be provided at no cost to the employee and will be conducted during the employee’s normal working hours on company time. Safety training will be presented by a knowledgeable supervisor, safety department personnel, or by representatives from other relevant departments. Regardless of the instructor, all safety training will be documented.

**Initial and Ongoing Training**

When Ilera’s written safety plan is first implemented, employees will be trained on the structure of the plan including individual responsibilities under the program and the availability of the written program. Training will also be provided on how to report unsafe conditions, how to contact the safety manager, and where to obtain information on workplace safety and health issues.

Employees hired after the initial training session will be oriented on this material as soon as possible by the safety manager or appropriate supervisor. The employee will go through safety training prior to being alone on the sales floor or engaging with the patient base. These individual training sessions will be documented using the training log.

Ongoing training will be provided to all employees using a monthly safety topic schedule and all training will be recorded.

**Training on Specific Hazards**

Supervisors will be trained on the hazards to which the employees under their immediate control may be exposed. This training will aid supervisors in understanding and enforcing proper protective measures.

All supervisors will ensure that the employees they supervise receive appropriate training on the specific hazards of work they perform, and the proper precautions for protection against those hazards. Training will be particularly important for new employees and whenever a new hazard is introduced into the workplace. Such hazards may include new equipment, hazardous materials, or new procedures. Health and safety training will also be required.
when employees are given new job assignments on which they have not previously been trained and whenever a supervisor is made aware of a new or previously unrecognized hazard.

Specific topics which may be appropriate to specific department personnel will include, but are not limited to, the following:

- Fire prevention techniques and fire extinguisher use
- Obtaining emergency medical assistance and first aid
- Disaster preparedness and response, including building evacuation procedures
- Ergonomics for varying job descriptions
- Back care, body mechanics, and proper lifting techniques
- Hazard communication, including training on MSDSs, chemical hazards and container labeling
- Proper housekeeping
- Chemical spill reporting procedures

**Ensuring Compliance**

All personnel have the responsibility for complying with safe and healthful work practices, including applicable regulations, company policy, and departmental safety and sanitation procedures. Overall performance in maintenance of a safe and healthy work environment will be recognized by the supervisor and noted in performance evaluations. Employees will not be discriminated against for work-related injuries, and injuries will not be included in performance evaluations, unless the injuries were a result of an unsafe act on the part of the employee.

Standard progressive disciplinary measures in accordance with the applicable personnel policy will result when employees fail to comply with applicable regulations, company policy, and/or departmental safety procedures. All personnel will be given instruction and an opportunity to correct unsafe behavior. Repeated failure to comply, or willful and intentional noncompliance may result in disciplinary measures up to and including termination.

**Safety Records**

Documents related to Ilera’s safety plan will be maintained in a safe and convenient location for record keeping purposes. All program documents will be maintained at each dispensary location. Completed documents will be kept on file in a secure area for at least one year. Safety related documents that will be kept on file include:

- Records of scheduled and periodic workplace inspections, including the persons conducting the inspection, any identified unsafe conditions or work practices, and corrective actions
- Employee safety training records, including the names of all attendees and instructors, the training date, and material covered
- A record of complete courses for the employee file
- Reports of Unsafe Conditions or Hazards
- Safety Committee Meeting Documentation
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:

Introduction

The purpose of this recordkeeping plan is to establish policies and procedures for creating, receiving, and maintaining within Ilera’s (The Company” or the “Company”) medical marijuana dispensary to ensure that Ilera follows all recordkeeping regulations and guidelines set forth by the Commonwealth of Pennsylvania and any other federal and local jurisdictional controlling bodies. This plan is a means of providing evidence of compliance with those rules and guidelines and the implementation of best practice recordkeeping within Ilera’s entire organization.

The objectives of this plan are to ensure:

- Compliance with all regulations set forth by the Pennsylvania Department of Health (“Department”)
- To protect patient records
- Processes are in place to facilitate the complete and accurate record of all business transactions, inventory, and organizational decisions
- Recorded information can be retrieved quickly, accurately, and cost-effectively when required
- Protection and preservation of the organization’s records
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application
On-Site Records

Records will extend across Ilera’s units, formats, and systems. Consistently conducting diligent recordkeeping is critical in any medical marijuana business and will be a focal point of sensitivity and acute awareness within Ilera on an ongoing basis. Conducting a complete scope of record retention is a critical step because it not only identifies, but also quantifies all the records created and processed by the organization.

Disposal of Records

Ilera will establish standard record destruction policies per Department rules, and such policies will be reviewed by legal and compliance professionals, particularly for the medical marijuana industry. The implementation of these policies will be treated as an ongoing process, because they will keep pace with Ilera’s growth and regulatory changes. Records that are subject to litigation, government investigation, or audit will not be destroyed and will be retained indefinitely. Procedures and protocols will be implemented across all divisions of Ilera which address proper and regular disposal of records, which reduces storage and labor
costs associated with unnecessary maintenance of records retained past their retention requirements.

Itera will determine appropriate methods of disposal by records class or media type. The disposal procedures will demonstrate records or those on “hold.” Prior to any disposal of records, a distribution to necessary parties for their review will be implemented to ensure the authorization for disposal is confirmed. Review of these official records that have fulfilled their retention period ensures that their destruction complies with the standard policy and procedures and that the records are free of all retention holds. When records are approved for destruction, all copies in possession of employees in all media and formats must also be discarded.

Itera will maintain a destruction listing log that lists the record identification number, destroy dates and who authorized the destruction. This practice will be implemented at both onsite and offsite facilities.

**Equipment Maintenance Log**

Itera will create, maintain, and retain a log for the maintenance of all equipment at the facility. All equipment used on the premises will require maintenance by licensed or authorized third-party professionals and at intervals as recommended by the equipment’s manufacturer. The following equipment will require regular maintenance and log recording:

- The system’s heating and cooling systems
- Any other equipment used in the course of dispensing of medical marijuana products or business transactions

A separate log sheet will be created for each scheduled maintenance event of all equipment. Once a maintenance event occurs, a company Patient Consultant will fill out the Maintenance Log for the specific event by the authorized third-party equipment maintenance personnel. The following information will be recorded on each individual log sheet:

- The equipment on which maintenance is carried out
- The third-party company to perform maintenance including the name and business license of that company
- The individual representing the third-party maintenance company during the maintenance
- The date and timeframe of the maintenance
- The maintenance task performed on the equipment
- The next regular maintenance event for that piece of equipment as recommended by the third-party maintenance contractor
- Recommendations made for the maintenance of the equipment by the third-party contractor
Once the third-party maintenance contractor signs the maintenance log at the end of a maintenance event, the Patient Consultant will scan the maintenance log and save the document to the appropriate maintenance file on Ilera’s hard-disk, digital storage infrastructure. The hard copy of the maintenance log will be stored in a predetermined, locked filing cabinet in the appropriate file designated for each piece of equipment. Both the hard copy and digital copy of the maintenance log will be retained by Ilera indefinitely.

Ongoing Recordkeeping Policy Audits

The COO will be responsible for continually auditing and revising Ilera’s recordkeeping policies and procedures to reduce the risk of incidental disclosure of all records and loss while maintaining efficiency and streamlining operations where possible. Ilera’s COO will undertake a quarterly review of all facility business records to ensure that they are complete and up to date. Additionally, the COO will meet on a quarterly basis to review the recordkeeping policies and procedures and assess those policies in terms of general efficiency and ability to protect patient and caregiver records. Any changes to recordkeeping policies and procedures will be recorded, published, and implemented after each quarterly meeting.
Legal Obligations Regarding Patient Records

As a service provider that is exposed to patient health information, Ilerea is subject to an exhaustive list of state and federal laws with respect to maintaining patient privacy and the confidentiality and security of patient health information. Every employee of Ilerea will be under obligation of law to comply with all laws pertaining to patient recordkeeping.

It will be the responsibility of the COO and all Managers to ensure that all employees follow Ilerea’s recordkeeping policies and procedures to ensure that Ilerea remains in compliance with all state and federal laws concerning patient privacy and recordkeeping. An employee’s failure to adhere to Ilerea’s recordkeeping procedures will result in an investigation by the COO and possible termination of employment.
New Patient Intake

All new patients and designated caregivers will be required to complete an initial patient intake and orientation process prior to being allowed to purchase medical marijuana from Illera. The Patient Consultant is responsible for initiating the new patient intake process and alerting the Store Manager or Manager on duty that a new patient is being signed up.

The Patient Consultant will provide the new patient with the New Patient Intake Form which will ask the patient to provide the following information:

Once the patient has completed the intake form, a Manager will escort the new patient to the licensed physician or nurse practitioner’s office and complete the patient intake process. This includes verifying the patient’s identity, reviewing and copying the patient’s state-issued identification and patient registration card, providing the patient with Illera’s patient education...
materials, and discussing the types of products Ilera has available and how they can be used to treat the patient's medical condition.

Patients will be required to present their patient registration card and state-issued identification at each visit.

**Returning Patient Records**

Patient records will be used in Ilera’s day-to-day operations to [redacted] (Section 1161.24).

Each time a patient enters the dispensary, a Patient Consultant will be responsible for taking the patient’s Pennsylvania registration card and state-issued identification [redacted]. If the patient has a valid registration card and has not exceeded their purchase limit, the Patient Consultant will allow the patient to enter the Sales Floor when a Sales Employee is available to assist them. Prior to dispensing medical marijuana products to a registered patient or their designated caregiver,
Discipline

The Inventory Control/Purchasing Manager and Managers will be responsible for disciplining employees who intentionally or negligently disclose patient information. Employees who fail to comply with Ilera’s patient confidentiality requirements will be suspended without pay for one week after the first offense and terminated after the second barring exceptional circumstances. The Inventory Control/Purchasing Manager has total discretion in decisions related to the termination of employees after any breach of Ilera’s patient confidentiality policies or procedures.

Visitor Logs

Ilera will require every visitor to the dispensary to sign a visitor log and wear an identification badge that’s clearly visible to the security cameras through the duration of their stay at the facility. The visitor log will be removed from the entry point at the facility at the end of each business day and placed in a locked/secure area. This log will be made available to the Department, State, or local law enforcement upon request.
Complaint / Recall Records

Once Ilera is notified or made aware from a grower/processor, the Department or any complaint made to the dispensary by a patient or caregiver who reports adverse events from using medical marijuana products purchased from the dispensary, the Company will immediately follow protocols established to investigate any claim. Ilera will document in a Complaint/Recall log and record the date in which the complaint or recall was made. After documenting, Ilera will immediately notify the Department.

In the event of the need for a batch recall, all in-stock items relating to a batch in question will be immediately removed from the general inventory and transferred to quarantine while the investigation phases begin.
Accounting Reports

Accounting reporting will be crucial in Ilera’s sustainability as well as potential growth. The following reports will be distributed and reported monthly to senior management, whom will then present it to investors and the Board of Directors as needed:

- Balance Sheet
- Profit and Loss Statement – Monthly and YTD (Year to Date)
- Profit and Loss Statement by Class – Monthly and YTD
- Cash Flow Statement
- Accounts Receivable Aging
- Account Payable Aging
- Prepaid Expenses by Vendor
- Accrued Expenses by Vendor
- Deferred Revenue
- General Ledger
- Asset and Liability Management

All other reports will be crucial for the accounting team. This department will also monitor risks and suggest improved performances for all divisions in Ilera.

Records Retention

Ilera will retain all records according to a predetermined schedule depending on the record type and required by the Pennsylvania Department of Health. The following data and documents will be retained indefinitely by Ilera:

- Tax Returns
- Year-end Financial statements
- Articles of Incorporation
- Audit reports, from independent audits
- Corporate resolutions
- Checks
- Determination Letter from the IRS, and correspondence relating to it
- Insurance policies
- Minutes of board meetings and annual meetings of members
- Real estate deeds, mortgages, bills of sale

The following data, information, and documents will be retained for no less than four (4) years by Ilera:
• Visitor Log

• Records of all inspections, servicing, alterations and upgrades performed on the systems and shall make the records available to the Department and its authorized agents within 2 business days following a request

• A record of each application of a pesticide for grower/processor

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

SECTION 18 – ORGANIZATIONAL STRUCTURE

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

<table>
<thead>
<tr>
<th>Applicant’s Organization Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Incorporation or Registration: PA</td>
</tr>
<tr>
<td>Date of Formation: 03/02/2017</td>
</tr>
<tr>
<td>Business Name on Formation Documents: Ilera Healthcare LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant’s Identification Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Employer ID number:</td>
</tr>
<tr>
<td>82-0657724</td>
</tr>
<tr>
<td>PA Unemployment Compensation Account Number:</td>
</tr>
<tr>
<td>PA Department of Revenue Tax number (if applicant is currently doing business in Pennsylvania):</td>
</tr>
<tr>
<td>PA Workers’ Compensation Policy Number (if applicant is currently doing business in Pennsylvania):</td>
</tr>
<tr>
<td>DOH Redacted</td>
</tr>
</tbody>
</table>

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

DEPARTMENT OF HEALTH
SECTION 19 – BUSINESS HISTORY AND CAPACITY TO OPERATE

**Introduction**

Ilera has assembled a team that possesses and exceeds the qualifications to ensure that the Company is fully capable of operating a successful dispensary facility. Ilera’s team is comprised of accomplished professionals in the fields of law, finance, marketing, business development, and management from the healthcare, pharmaceutical, wine and spirits, and medical marijuana industries. Ilera’s founders are seasoned entrepreneurs whom collectively have over a hundred years of experience in creating, building and operating successful businesses, often in highly regulated environments under the guidelines and oversight of the FDA and ATF. Such businesses require not only highly skilled business acumen, but also the ability to manage all aspects of creating, producing, marketing and selling products under strict regulatory guidelines. They also demand a high social responsibility in that the products have a direct impact on people’s well-being, health and very lives. Ilera’s founders will make certain that its employees, management team, Board of Directors and Advisory Board will function in an environment that reflects the founders’ collective background and strict adherence to a company that operates in the highly-regulated environment of medical marijuana as mandated by the rules and regulations established by the Commonwealth and the Secretary of Health.

The Ilera team consists of experienced entrepreneurs with three of the partners raising and deploying over $1.2 billion in capital in Pennsylvania specifically for building pharmaceutical and life sciences companies. One of the other partners has started and sold multiple scrap yards, built and funded several fine wine & spirits establishments and won a license for and funded a Maryland Medicinal Marijuana Dispensary.

**Management Team**

**Gregory Rochlin, Chief Executive Officer (“CEO”):** As CEO, Mr. Rochlin will contribute decades of management and entrepreneurial expertise to all facets of Ilera’s operations. Mr. Rochlin has created, bought, and sold an array of successful businesses throughout his 30-year career. He has been involved in varied ventures, including recycling, home improvement, restaurants, and retail; as well as commercial and residential real estate.

Mr. Rochlin started his career by working as a principle for a local home improvement company in the Baltimore area from 1987 to 1992. He was responsible for the day-to-day activities of the company, including overseeing contractors and sub-contractors, bidding new projects, developing new business leads and supervising the sales staff.

Mr. Rochlin joined Wise Metals in 1992 as an operations manager and became vice president in 1993. In his first five years as vice president, Rochlin was credited with growing the company’s scrap processing operations by over 500%. Wise’s scrap operations became one of the largest independently owned industrial scrap operations on the East Coast of the United States.

In 1999, Mr. Rochlin spun off the physical scrap operation and formed Terrapin Recycling. Under Mr. Rochlin’s leadership, Terrapin grew to become one of the largest independently owned industrial scrap operations in Maryland—recycling 10,000,000 pounds of metal monthly. By the time Rochlin left the company in 2015, it had merged with its biggest competitor and was recycling an impressive 40,000,000 pounds of metal per month.
Currently, Mr. Rochlin owns and operates multiple high-end wine and spirits retail stores. He has been successful in overseeing all aspects of opening the stores, as well as growing them to be large profitable businesses.

Mr. Rochlin also has experience with successfully co-founding and obtaining licensing for a medical marijuana organization in Maryland, Chesapeake Health Sciences. He currently serves as the Chairman of the Board, and has previously held the title of CEO. In these roles, he has effectively shaped their business and marketing plans, secured real estate, overseen the design and buildout of facilities, developed relationships with suppliers, hired key employees, and developed and implemented SOPs.

Throughout his career, Mr. Rochlin has held numerous leadership positions in local community organizations. He served on the Young Leadership Committee of the Jewish Community Federation of Baltimore, which engages and supports community partners in Greater Baltimore, Israel, and around the world. When his brother suffered a debilitating stroke, Mr. Rochlin joined the board of Snyder Center for Aphasia Life Enhancement and became instrumental in the organization's merging with the League of People with Disabilities of Maryland.

He has since begun also serving on the Board of Directors for the hospital itself where he has served as the Vice Chairman of the Board since 2015, and recently was named Chairman of the Board where he will be serving a two-year term beginning July 1st, 2017.

Mr. Rochlin graduated from the University of Maryland, College Park, where he earned a Bachelor of Science degree in Business Administration.

Oludare Odumosu, Chief Operating Officer (“COO”): Mr. Odumosu’s decade of experience in corporate pharmaceutical business development and strategic alliance management coupled with his background in biochemistry and healthcare entrepreneurship makes him ideal to fill the position of Ilera’s COO. Mr. Odumosu is currently the Senior Business Development Manager for Iroko Pharmaceuticals in the greater Philadelphia area. In this role, he manages procurement and shipment of Iroko’s APIs and a diverse pipeline API portfolio through product development, approval, commercialization, and licensing.

Additionally, Mr. Odumosu negotiates cost-effective transactions to secure and protect a supply of branded pharmaceuticals in a highly-genericized market and serves as liaison between API suppliers and various departments at Iroko, including Legal, Regulatory, Quality, Logistics, Operations and Supply Chain, and Finance through cross functional team project management. Before joining Iroko, Mr. Odumosu co-founded Odumosu & Butterfield Associates, LLC, which provided a range of strategic information and implementation consulting services to clients seeking to enter new industries. In this entrepreneurial endeavor, Mr. Odumosu also introduced partnerships that facilitated growth and provided reviews and recommendations for the improvement of existing capacities in the healthcare and education industries.

Mr. Odumosu received a PhD in Biochemistry and a Master’s in Public Health-Epidemiology and Biostatistics from the Loma Linda University School of Medicine in Loma Linda, California and a BS in Biology from Calvin College in Grand Rapids, Michigan. While at Calvin College, he served as Medical Research Assistant, where he conducted cancer research in cell signal transduction and cellular interactions with the goal of understanding the regulation of specific modulators of tumorigenesis and survival.

113
Additionally, Mr. Odumosu is a contributing published author in academic research journals covering such topics as autoantigen-based vaccines for Type 1 Diabetes as well as insulin fusion protein in edible plant tissues.

Christopher Lesovitz, Chief Financial Officer (“CFO”): Mr. Lesovitz has proven himself as an action oriented Accounting and Financial professional through his positions as Controller and Director of Finance with pharmaceutical and healthcare companies throughout Pennsylvania. These experiences will position Mr. Lesovitz to take control of all aspects of Ilera’s financial systems as The Company’s Chief Financial Officer.

Mr. Lesovitz is currently the Director of Finance at Encore Dermatology, a fully integrated dermatology pharmaceutical company where he oversees all financial reporting, budgeting, and forecasting. He has also helped in the start-up of regional specialty pharmacies which gives him a unique perspective when helping to implement Ilera’s dispensary operations. Mr. Lesovitz is also currently in charge of all Human Resources and Payroll preparation and implementation at Encore Dermatology.

Previously Mr. Lesovitz worked with Iroko Pharmaceuticals as their Assistant Controller. In this capacity, Mr. Lesovitz managed due diligence requirements to raise $100 million in private debt instruments. Mr. Lesovitz also managed the IPO process to raise a total of $120 million by drafting SEC statements, SEC comment letters, and audit work.

Mr. Lesovitz is a Certified Public Accountant (CPA) in good standing in the Commonwealth of Pennsylvania, holds a BS in Accounting from Villanova University and is a member of the American Institute of Certified Public Accountants and the Pennsylvania Institute of Certified Public Accountants.

Mark A. Edwards, Esq., General Counsel & Compliance Officer: As Ilera’s General Counsel & Compliance Officer, Mr. Edwards brings over twenty-four years of legal experience in the areas of regulatory compliance, patent, trademark, antitrust, and licensing in the agricultural, healthcare, and commercial-food industries. Such wealth of experience makes Mr. Edwards an asset to the Ilera management team as General Counsel & Compliance Officer and will ensure the Company operates within the regulatory framework of the Pennsylvania Medical Marijuana Program and all other applicable local and State laws.

Mr. Edwards is currently a solo legal practitioner, where he represents clients regarding intellectual property and business matters as well as transactional and licensing services. Before opening his own practice, Mr. Edwards served as General Counsel for DuPont Fluorochemicals in the areas of Intellectual Property and commercial transactions where he developed and implemented innovative global patent enforcement strategies and counselled C-Suite executives, business executive teams, and General Counsel regarding global intellectual property issues and risks assessments.

Mr. Edwards received a JD from the Hofstra University School of Law and a BS in Chemistry from Kenyon College in Gambier, Ohio.

Kevin A. Maiden Sr., Director of Security and Logistics: Mr. Maiden brings over 24 years of law enforcement and security experience to Ilera’s medical marijuana dispensary operations. A retired Federal Air Marshal, Mr. Maiden has flown over 3.6 million miles on domestic and international flights in a security and surveillance capacity. During this time, Mr. Maiden held top federal security clearance and helped interpret and implement security protocols for both domestic and international law as well as conducting surveillance at airports the world over.
Previously Mr. Maiden worked with the Federal Bureau of Prisons at the Federal Correctional Institution at Fairton, New Jersey. During his tenure there, Mr. Maiden worked as a Material Handler Supervisor where he oversaw all aspects of inventory and sales at the main warehouse, institutional warehouse, and food service warehouse. This included all ordering, inventory management, stocking, and inmate/officer interaction. Previously Mr. Maiden was stationed as a GS-8 Senior Security Specialist at Fairton where he oversaw the prison population while maintaining strict security protocols for staff and inmates. Mr. Maiden was also in charge of managing prison perimeter security at the institution. These security and corrections experiences will allow Mr. Maiden to develop and implement industry standard security and surveillance protocols for Ilera’s operations.

**Shannon Hexter, Clinical Manager:** Ms. Hexter is a seasoned healthcare professional with over a decade of experience and a vast interest in wellness, secondary therapies, and research. Such experiences and specializations make her ideal to serve as Ilera’s Clinical Manager. Currently, Ms. Hexter serves as Director of Patient Care Services for Chesapeake Health Sciences, a licensed medical marijuana organization in Maryland, in which she works to improve the lives of medical patients by providing clinical expertise and preeminent customer service.

Previously, Ms. Hexter worked as Clinical Exercise Physiologist at Johns Hopkins University where she concurrently worked as a cardiopulmonary exercise specialist and pulmonary/cardiac research lab manager.

Ms. Hexter received a Bachelor’s of Science degree in Kinesiology from Pennsylvania State University, a Master’s of Science degree in Exercise Science from Appalachian State University, and a Master’s of Business Administration from Johns Hopkins University.

**Charles Laudadio, Resident Physician:** Mr. Laudadio is a Pharmaceutical Physician with over thirty-six years’ experience in clinical research and medical affairs with expertise in orphan drugs, pain management, biologics, neuropathy, and urology. He has a multi-faceted background in clinical research and medical affairs coupled with clinical expertise, which has significantly contributed to approval of multiple pharmaceuticals. Additionally, he possesses global experience leading drug development programs and has various regulatory interactions with the FDA, Health Canada, and the European Medicines Agency. Such wealth of experience and knowledge will be the cornerstone of all Ilera’s research and patient care efforts.

Currently, Mr. Laudadio serves as an independent Medical Pharmaceutical Consultant, where he consults a variety of companies including Johnson & Johnson, Pfizer, Endo, Cephalon, Teva, Iroko, and Braeburn. His consulting activities include serving as Medical Director/Monitor overseeing studies and reviewing protocols associated with clinical Serious Adverse Events (SAE).

Previously, Mr. Laudadio worked at CSL Berhring, LLC in King of Prussia, Pennsylvania as Global Medical Director for Critical Care/Coagulation. While at CSL Berhring, he spearheaded worldwide development of plasma-related biologic products relating to coagulation and hereditary angioedema and maintained a crucial role in global commercial development and safety assessments. Mr. Laudadio also evaluated drugs to treat bladder cancer, Sickle Cell Disease, Thalassemia, Hemophilia bleeding, and iron overload while at CSL Berhring.

Mr. Laudadio holds an MD from the University of Louisville School of Medicine in Louisville, Kentucky and a BSEE from the Polytechnic Institute of Brooklyn, New York. He is a member of Pennsylvania State Medical Societies and is Fellow of the Global Health Economics Unit at
the Center for Clinical and Translation Science at the University of Vermont College of Medicine. Mr. Laudadio is currently licensed to practice medicine in Pennsylvania and Delaware.

Board of Directors

**Osagie Imasogie, Chairperson:** Mr. Imasogie will contribute over 30 years of experience in the fields of law, finance, and business management from the healthcare and pharmaceutical industries to the Ilera Board. Osagie is Co-Founder and Senior Managing Partner at Phoenix IP Ventures. Prior to co-founding Phoenix IP Ventures, Mr. Imasogie conceptualized and established GSK Ventures and was its founding Vice President. Osagie was also a DuPont Merck Vice President for International Business. In addition, Osagie was the Founding General Counsel and SVP for Corporate Development for Endo Pharmaceuticals, a company spun out of DuPont Merck, that was dedicated to the management of painful conditions. Endo acquired from DuPont Merck several pain management medications such as Percocet® (Oxycodone) in addition to creating several other controlled substance pain products such as Opana® (Oxymorphone), Zydone® (Hydrocodone/APAP), Morphine Sulfate and non-opioid products such as Lidoderm®. Osagie has decades of creating and managing pharmaceutical products to treat pain and other conditions, both in a controlled substance and non-controlled substance environment.

Mr. Imasogie has extensive entrepreneurial experience in highly regulated healthcare industries. Most recently, he was a co-Founder and former President, CEO, and Chairman of Iroko Pharmaceuticals. Mr. Imasogie was also the Founder of Trigenesis Therapeutics Inc. and Ception Therapeutics, both pharmaceutical companies.

Additionally, Mr. Imasogie is on the Board of Trustees of the University of Pennsylvania and the Board of Overseers of the University of Pennsylvania Law School. He is the 2008 recipient of the University of Pennsylvania Law School Alumni Award of Merit. Mr. Imasogie previously served as Chairman of the Board of Trustees of the International House of Philadelphia and is a member of the Wilson Council of the Woodrow Wilson International Center for Scholars in Washington DC.

Mr. Imasogie holds post-graduate degrees from the London School of Economics and the University of Pennsylvania Law School and is a member of the New York State Bar. In addition, Mr. Imasogie has served as the I. Grant Irey, Adjunct Professor at the University of Pennsylvania Law School where he teaches a seminar on “Intellectual Property and National Economic Value Creation.”

**Lisa Gray, Vice Chairperson:** Ms. Gray has over 26 years of experience in finance, marketing, business development, and operations primarily within the pharmaceutical industry. Currently, she serves as CEO and Chair at Glycan Biosciences, LLC as well as Managing Partner at Phoenix IP Ventures, a Private Equity firm, where she manages the financial aspects of the firm and portfolio, generates and leads investments, manages investor communications, and acts as lead advisor for portfolio companies. Ms. Gray has previously served as COO for GlaxoSmithKline (“GSK”) Ventures where she built the organization and its processes and helped to ensure the organization was appropriately supported.

Prior to her work with GSK Ventures, Lisa worked in various roles within GSK and SmithKline Beecham (a predecessor company), including Head of Financial Planning for the Pharmaceutical R&D Division, Director Hospital Markets for the Clinical Labs Division, and International Operations Consultant across divisions. Additionally, Ms. Gray has ample
experience as an entrepreneur and has established startup businesses and significantly contributed to making those business visions a reality.

Ms. Gray is Co-Founder of numerous businesses in the pharmaceutical space including Iroko Pharmaceuticals which focuses on developing and commercializing innovative treatment options for responsible pain management, as well as iCeutica which develops products that provide meaningful clinical benefits for patients and have clearly defined pathways to regulatory and commercial success.

Ms. Gray is a Certified Public Accountant (CPA), Certified Valuation Analyst (CVA), and has passed the Series 7 and 66 exams. She and holds a Bachelor’s of Science in Accountancy from Villanova University, an MBA in Finance from Pennsylvania State University, and a Post-Graduate Degree in Marketing Management from Widener University.

Ms. Gray has been very active in various community endeavors including co-chairing the American Red Cross Spectrum event focused on celebrating women’s achievements and providing scholarships for young women in the Red Cross Clubs, being on the Leadership Committee for the United Way Women’s Initiative, sponsoring YesUCan which focuses on providing opportunities for physically disabled persons, and coaching youth sports.

**Zoltan Kerekes:** Mr. Kerekes has over 25 years of experience in law, business, and the life sciences. Mr. Kerekes is Co-Founder and Managing Partner at Phoenix IP Ventures, where he manages relationships between pharmaceutical companies and sources of capital and leads transactions in the establishment of portfolio companies. Prior to co-founding Phoenix IP Ventures, Mr. Kerekes was a Director at GSK Ventures and led or participated in various compound and intellectual property transactions. Previously, Mr. Kerekes was a Senior Patent Counsel with GSK, responsible for protecting and enforcing GSK’s intellectual property. Mr. Kerekes was previously a practicing attorney for White & Case, a leading international law firm, where he focused on intellectual property litigation and intellectual property-related transactional work.

Mr. Kerekes has a Bachelor’s Degree in Biology from Fordham University and a Juris Doctorate from Boston University School of Law. He is a member of the New York State and Commonwealth of Massachusetts Bars. Mr. Kerekes is admitted to practice before the U.S. Patent and Trademark Office, the U.S. District Court for the Southern District of New York and the U.S. Court of Appeals for the Federal Circuit. Mr. Kerekes served as the Vice-Chairman of the Board of Trustees of International House Philadelphia, a 100-year-old independent nonprofit known as a valued resource for art, education, communication and culture in Philadelphia.

**Torsten Geers:** Mr. Geers is a Partner at Good Harbor Partners, LLC, an education advisory firm with deep expertise in educational technology, publishing, and digital media. Mr. Geers is an experienced corporate development and Mergers and Acquisitions professional with extensive industry experience in education, enterprise software, healthcare IT, and information services.

Before joining Good Harbor Partners, Mr. Geers served as the Senior Vice President of Corporate Development and Mergers and Acquisitions at Cengage Learning, one of the leading global education publishing companies. Mr. Geers was also the head of Thomson Reuters’ corporate development group responsible for Healthcare and Science.

Before joining Thomson Reuters, Mr. Geers worked for SAP AG, where he served as the Vice President of Open Source having responsibility for SAP’s global open source strategy, including managing an international product team in the US and China. At SAP, he also had
the unique and distinct opportunity to serve in the Office of the CEO as a direct report to SAP's corporate management board and working behind closed doors on highly strategic matters.

Mr. Geers has been involved with start-ups and emerging companies as an investor, co-founder, and advisor. Mr. Geers is a licensed attorney in Germany and the State of New York and began his career as an associate in the Business and Finance section of Morgan, Lewis & Bockius LLP, a leading U.S. law firm. His passion is helping businesses and the people who run them find meaningful and measurable methods to continuously improve and grow.

Shane A. Johnson, Board Member: Mr. Johnson is the Founder and Managing Director of PaintBrush Capital Advisors. Prior to founding PaintBrush, Mr. Johnson served as a Principal at Hamilton BioVentures, a Life Science venture capital firm.

Previously, he worked as an Engagement Manager at L.E.K. Consulting, an international strategy consulting firm; as the Director of Strategic Planning at Bionomix (now Eidogen-Sertanty), a computational chemistry and bioinformatics company; and as the Director of Strategic Planning at Arbor Vita Corporation, a development-stage biotherapeutics company.

Mr. Johnson is currently the President of both SJ3D Holdings, Inc., a management company that offers services and products to the legal marijuana industry, and Farm to Farma, Inc., which owns intellectual property and brands including Trokie, a patent-pending pharmaceutical lozenge.

Mr. Johnson sits on the Board of Directors of HeartSmart Technologies, a software and services company, Reframe It, a technology company that has developed a unique Deliberative Society Process for sustainable decision-making, the Art Health Alliance, a non-profit organization that promotes health and wellness through art and creative expression, and the Incline Village Hospital Foundation.

Mr Johnson received a B.A. in Studio Art and a B.S. in Neuroscience (with honors) from Brown University, and was awarded an M.D. from the Stanford University School of Medicine. He is also a Fulbright Scholar.

Developing and Maintaining a Successful Medical Marijuana Dispensary
Ilera will operate a dispensary space in Montgomery County and hopes to expand to Philadelphia County and Chester County with approval.

Ilera has hired the services of MJ Freeway Business Solutions which will fully support the Ilera team throughout all stages of buildout, startup, and continuing operations. Medical marijuana industry professionals at MJ Freeway have over three decades of experience in legal marijuana startups and have provided standard operating procedures and plans that far exceed industry standards for efficiency and compliance.

Dispensary Model
Ilera believes that to be sustainable long-term it must source and distribute medicine of high quality, while maintaining reasonable and efficient operations costs. With this philosophy in mind, the Ilera team has designed an intelligent and efficient dispensary plan using a best-in-class, technologically-advanced facility with highly trained and dedicated employees. Each dispensary staff member will be trained on proper procedures, and no employee will operate in limited access areas without proper training.

The entire facility from the reception area to the vault will feature an ergonomically designed layout to facilitate employee productivity and patient comfort. All medicated products and
cash will be kept in a secured vault with access limited to upper management and security personnel.

**Standard Operating Procedures**

Ilera has developed industry and marijuana-industry specific standard operating procedures that will provide step-by-step guidance for employees to carry out routine and non-routine operations at the facility in all departments. Ilera’s standard operating procedures will help to achieve standardization, efficiency, and quality output while reducing miscommunication and failure to comply with Department regulations and legal marijuana industry best practices as well as identifying opportunities for improvement. The Company’s standard operating procedures will be regularly reviewed and updated by members of the appropriate review team to keep them current and to improve facility efficiency and efficacy towards achieving all Ilera’s goals and missions.

**Products Offered**

Ilera will utilize the combined experience of its management team, Board of Directors, Advisory Board, and consulting team at MJ Freeway to procure the highest quality products with the maximum levels of efficacy that are in complete compliance with product guidelines set forth by the Pennsylvania Department of Health. Additionally, new products will be constantly sought by Ilera staff and will reflect patient market needs and rules set forth by the Department.

**Patient Education**

Patient education will be a top priority for Ilera. Only through education of patients and healthcare providers will the Medical Marijuana program in the Commonwealth of Pennsylvania continue to grow and expand.

It is imperative to properly educate patients and community members, not only to make the patient experience unforgettable, but also to allow for Ilera’s patients to become educated consumers throughout their duration of medicinal use. Ilera will provide a staff physician, pharmacist, or nurse practitioner at all locations who will assist patients with more in-depth medical questions.

Ilera has assembled a team of professionals from the medical, pharmaceutical and biotechnology industries both at the C-Suite level and throughout the Board of Directors and Advisory Board to put in place patient education standards. These educational standards and procedures will position Ilera as the foremost medically focused medical marijuana dispensary in Eastern Pennsylvania.

Dr. Charles Laudadio, Ilera’s Resident Physician, and Stephanie Zarus from the Advisory Board, will be instrumental in crafting educational literature and designing community based medical marijuana education classes that will provide a base of education to the communities that Ilera serves.

**Patient Intake**

Patient interactions will be at the core of all Ilera operations. Ilera is committed to providing a safe, inviting, and educational experience for every patient that the Company serves. The patient experience starts from the moment the patient walks through the door.

**New Patients**
Each patient will be greeted by an Ilera employee as soon as they enter the dispensary facility. New patients will be checked in utilizing their state issued identification card and physician’s medical marijuana recommendation. They will then be escorted to meet with the medical professional on site to discuss dosage, administration, and product limits for the individual patient. Each new patient will be educated on the products Ilera offers and the various cannabinoid delivery systems available in Pennsylvania.

**Patient Log Book**

Ilera will develop a Patient Log Book to distribute to all new dispensary patients. This log book will be developed in accordance with Department guidelines of approved medical conditions and approved medicated products. This log book will help patients new to medical marijuana treatments track their treatment experiences and can be used by the patient when meeting with Ilera’s on-site medical professionals to discuss further and differing treatments.

**Returning Patients**

Patients already in Ilera’s software system will be checked in by the reception employee utilizing their state issues identification card and physician’s medical marijuana recommendation. The Patient will wait to be called back to the sales floor when a Patient Consultant is available. Once in the sales area, the patient will be able to consult with their designated Patient Consultant as well as the on-site medical professional with any questions the patient may have including:

- Types of products
- Product dosing
- Cannabinoid types
- Medical marijuana use for specific ailments
- Terpenes and their specific uses

**Ongoing Patient Counseling**

Ilera will offer ongoing patient consultations between patients and onsite medical staff. These consultations will be set up ahead of time to provide ample time for the patient and medical professional to discuss any concerns the patient may have pertaining to their product choices, dosing requirements, or specific symptoms.

**Healthcare Provider Education**

Ilera’s Resident Physician, Dr. Charles Laudadio, will be instrumental in developing an educational literature and presentation series for Pennsylvania Healthcare Providers sponsored by Ilera. This series will cover topics of interest for prescribing physicians, pharmacists, and nurse practitioners including:

- Medical Marijuana dosing
- Medical Marijuana product options
- Cannabinoids and Terpene combinations for specific ailments
- Limits on the amount of medicine to prescribe
- New products and delivery systems coming to market
- New Medical Marijuana research
Ilera believes this educational series will position Ilera as a valued member of the medical marijuana community and will help to educate the Pennsylvania Health Care Community to the benefits of Medical Marijuana.

**Ability and Plan to Maintain a Financially Sustainable Operation**

Ilera has identified three main pillars that it will adhere to in order to maintain a financially sustainable operation.

**Financial and Strategic Planning**

The strategy as outlined in this plan will be broken into tactical and financial plans, which will allow Ilera’s team to effectively drive its mission and objectives as well as prioritize the actions needed to accomplish them. Ilera’s financial plan, based on their strategy and tactics, will be reforecast or refined as necessary to meet current circumstances to ensure Ilera has sufficient resources in place to meet their objectives. Ilera’s dynamic financial plan was developed by MJ Freeway Business Solutions and refined by the significant experience the Ilera team brings, which allows for a plan specific to the medical marijuana business in a pharmaceutical setting. The model provides four-year projections for consolidated profits and loss, labor detail, production forecast, nutrient cost, and assumed marijuana-specific constants and ratios. Initial production forecasts and constants were developed using national industry standards, but can be amended as operations produce specific yields, wastes, and additional costs. Ilera’s integrated financial plan spreadsheet will be used during strategic and financial decision making processes with the Ilera’s Board of Directors and management team.

**Income Diversification**

The second pillar identified by Ilera to ensure financial sustainability is income diversification, referring not only to internal income generation, but the use of initial startup capital. Ilera will always provide the patients of Pennsylvania with a wide variety of products to meet patient-market demand. The Company will initially will carry a wide variety of products, such as waxes, oils, tinctures, pills, topicals, and any other medical marijuana-derived products allowed by the Department of Health. Ilera’s Board of Directors will assess sales records and the financial plan on a regular basis to determine the proper diversification of medicines, with new permitted products being brought in constantly; however, poor-selling medicines will not be discontinued until a suitable replacement for that product has been found and thoroughly vetted by consumption type. This will ensure that Ilera will not only promote high-volume consumption method products, but will constantly work to improve existing product sales, thus keeping product diversity high. Additionally, Ilera will constantly adjust their financial plan to ensure that startup capital is used as efficiently as possible without compromising product quality or regulatory compliance.

**Sound Administration and Finance**

The Ilera team has experience in developing and implementing efficient policies, internal control procedures and reporting mechanisms which promote efficiency, effectiveness and transparency in managing the business. The policies and internal control systems will promote integrity in their numbers. The financial management reporting will provide relevant data to assist management in decision making processes for the operation and allocation of resources. Statements will be reviewed regularly to help the Board and management team in making strategic, financial and operating decisions.
### SECTION 20 – CURRENT OFFICERS

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

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Greg</td>
<td>J</td>
<td>Rochlin</td>
<td></td>
</tr>
<tr>
<td>Occupation: Medical Marijuana</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Shannon</td>
<td>M</td>
<td>Hexter</td>
<td>MS</td>
</tr>
<tr>
<td>Occupation: Medical Marijuana</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of birth</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Oludare</td>
<td>J</td>
<td>Odumosu</td>
<td>MPH</td>
</tr>
<tr>
<td>Occupation: Pharmaceuticals Operations</td>
<td></td>
<td></td>
<td></td>
<td>PhD</td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Christopher</td>
<td>J</td>
<td>Lesovitz</td>
<td>CPA</td>
</tr>
<tr>
<td>Occupation: Pharmaceuticals Finance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of birth</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mark</td>
<td>A</td>
<td>Edwards</td>
<td>Esq</td>
</tr>
<tr>
<td>Occupation: Attorney</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of birth</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name: Kevin</th>
<th>Middle Name: A</th>
<th>Last Name: Maiden</th>
<th>Suffix: Sr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation: Security, Federal Law Enforcement</td>
<td>Title in the applicant’s business: Director Security and Logistics</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Also known as: [Redacted]

Date of birth: [Redacted]

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name: Charles</th>
<th>Middle Name: [Redacted]</th>
<th>Last Name: Laudadio</th>
<th>Suffix: MD, MBA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation: Physician</td>
<td>Title in the applicant’s business: Registered Physician</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Also known as: [Redacted]

Date of birth: [Redacted]

---

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

SECTION 21 – OWNERSHIP

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

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

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name: Ilera Holdings LLC</th>
<th>Middle Name: [Redacted]</th>
<th>Last Name: [Redacted]</th>
<th>Suffix: [Redacted]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation: Holding Company</td>
<td>Title in the applicant’s business: Owner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Also known as: [Redacted]

Date of birth: [Redacted]
<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Stock type or class:</td>
<td>Number of shares held:</td>
<td>Date Acquired:</td>
<td>Percentage of outstanding voting stock:</td>
</tr>
<tr>
<td>MM/DD/YYYY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Stock type or class:</td>
<td>Number of shares held:</td>
<td>Date Acquired:</td>
<td>Percentage of outstanding voting stock:</td>
</tr>
<tr>
<td>MM/DD/YYYY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Stock type or class:</td>
<td>Number of shares held:</td>
<td>Date Acquired:</td>
<td>Percentage of outstanding voting stock:</td>
</tr>
<tr>
<td>MM/DD/YYYY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Stock type or class:</td>
<td>Number of shares held:</td>
<td>Date Acquired:</td>
<td>Percentage of outstanding voting stock:</td>
</tr>
<tr>
<td>MM/DD/YYYY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stock type or class:</th>
<th>Number of shares held:</th>
<th>Date Acquired:</th>
<th>Percentage of outstanding voting stock:</th>
<th>Terms, conditions, rights and privileges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MM/DD/YYYY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stock type or class:</th>
<th>Number of shares held:</th>
<th>Date Acquired:</th>
<th>Percentage of outstanding voting stock:</th>
<th>Terms, conditions, rights and privileges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MM/DD/YYYY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stock type or class:</th>
<th>Number of shares held:</th>
<th>Date Acquired:</th>
<th>Percentage of outstanding voting stock:</th>
<th>Terms, conditions, rights and privileges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MM/DD/YYYY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stock type or class:</th>
<th>Number of shares held:</th>
<th>Date Acquired:</th>
<th>Percentage of outstanding voting stock:</th>
<th>Terms, conditions, rights and privileges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MM/DD/YYYY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>Occupation:</th>
<th>Title in the applicant’s business:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Stock type or class:</td>
<td>Number of shares held:</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name:</td>
</tr>
<tr>
<td>Occupation:</td>
</tr>
<tr>
<td>Also known as:</td>
</tr>
<tr>
<td>Address Line 1:</td>
</tr>
<tr>
<td>Address Line 3:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Partner Type:</td>
</tr>
<tr>
<td>☐ General/Full Partner</td>
</tr>
<tr>
<td>☐ Limited Partner</td>
</tr>
<tr>
<td>☐ Dormant/Silent Partner</td>
</tr>
<tr>
<td>☐ Other:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name:</td>
</tr>
<tr>
<td>Occupation:</td>
</tr>
<tr>
<td>Also known as:</td>
</tr>
<tr>
<td>Address Line 1:</td>
</tr>
<tr>
<td>Address Line 3:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Partner Type:</td>
</tr>
<tr>
<td>☐ General/Full Partner</td>
</tr>
<tr>
<td>☐ Limited Partner</td>
</tr>
<tr>
<td>☐ Dormant/Silent Partner</td>
</tr>
<tr>
<td>☐ Other:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name:</td>
</tr>
<tr>
<td>Occupation:</td>
</tr>
<tr>
<td>Also known as:</td>
</tr>
<tr>
<td>Address Line 1:</td>
</tr>
<tr>
<td>Address Line 3:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Partner Type:</td>
</tr>
<tr>
<td>☐ General/Full Partner</td>
</tr>
<tr>
<td>☐ Limited Partner</td>
</tr>
<tr>
<td>☐ Dormant/Silent Partner</td>
</tr>
<tr>
<td>☐ Other:</td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>Occupation:</th>
<th>Title in the applicant’s business:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Partner Type:</td>
<td>Percentage of ownership:</td>
</tr>
<tr>
<td>□ General/Full Partner</td>
<td>□ Limited Partner</td>
</tr>
</tbody>
</table>

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Partner Type:</td>
<td>Percentage of ownership:</td>
<td>Partnership participation from: MM/DD/YYYY</td>
<td>Description of participation in operation of the applicant:</td>
</tr>
<tr>
<td>□ General/Full Partner</td>
<td>□ Limited Partner</td>
<td>□ Dormant/Silent Partner</td>
<td>□ Other:</td>
</tr>
</tbody>
</table>

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Partner Type:</td>
<td>Percentage of ownership:</td>
<td>Partnership participation from: MM/DD/YYYY</td>
<td>Description of participation in operation of the applicant:</td>
</tr>
<tr>
<td>□ General/Full Partner</td>
<td>□ Limited Partner</td>
<td>□ Dormant/Silent Partner</td>
<td>□ Other:</td>
</tr>
<tr>
<td>Partner Type:</td>
<td>Percentage of ownership:</td>
<td>Partnership participation from:</td>
<td>Description of participation in operation of the applicant:</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------</td>
<td>-------------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>□ General/Full Partner</td>
<td>□ Limited Partner</td>
<td>□ Dormant/Silent Partner</td>
<td>□ Other:</td>
</tr>
</tbody>
</table>

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Partner Type:</td>
<td>Percentage of ownership:</td>
<td>Partnership participation from:</td>
<td>Description of participation in operation of the applicant:</td>
</tr>
<tr>
<td>□ General/Full Partner</td>
<td>□ Limited Partner</td>
<td>□ Dormant/Silent Partner</td>
<td>□ Other:</td>
</tr>
</tbody>
</table>

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Partner Type:</td>
<td>Percentage of ownership:</td>
<td>Partnership participation from:</td>
<td>Description of participation in operation of the applicant:</td>
</tr>
<tr>
<td>□ General/Full Partner</td>
<td>□ Limited Partner</td>
<td>□ Dormant/Silent Partner</td>
<td>□ Other:</td>
</tr>
</tbody>
</table>

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

Partner Type:
- [ ] General/Full Partner
- [ ] Limited Partner
- [ ] Dormant/Silent Partner
- [ ] Other:

Percentage of ownership: [ ]
Partnership participation from: MM/DD/YYYY
Description of participation in operation of the applicant:

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

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.

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

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

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

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

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Title in the applicant’s business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

Nature, type, terms and conditions of the interest in the applicant:
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Occupation:</th>
<th>Title in the applicant’s business:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Also known as:</th>
<th>Date of birth: MM/DD/YYYY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address Line 1:</th>
<th>Address Line 2:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address Line 3:</th>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Phone:</th>
<th>Fax:</th>
<th>Email:</th>
</tr>
</thead>
</table>

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

---

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
<th>Last Name:</th>
<th>Suffix:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Occupation:</th>
<th>Title in the applicant’s business:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Also known as:</th>
<th>Date of birth: MM/DD/YYYY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address Line 1:</th>
<th>Address Line 2:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address Line 3:</th>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Phone:</th>
<th>Fax:</th>
<th>Email:</th>
</tr>
</thead>
</table>

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

---

**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:**

**Overview**

---

DEPARTMENT OF HEALTH
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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:

**Scope and Purpose**

Ilera is committed to being an active, responsible member of the community by donating resources and providing its patients and the community it serves with accountable, transparent, and professional support services. Ilera understands that community involvement and acceptance is not only a crucial element in helping to develop the Pennsylvania Medical Marijuana Program, but is necessary for the Company to maintain a successful, sustainable, and profitable business.

Ilera understands that community involvement and acceptance is not only a crucial element in helping to develop the Pennsylvania Medical Marijuana Program, but is necessary for the Company to maintain a successful, sustainable, and profitable business. Ilera’s support is evidenced by our cultural commitment with our team and our financial commitment by allocating 3% of our net profits to community efforts and community education in Montgomery County and the surrounding region.

A major component of Ilera’s Community Impact Program will be annual monetary contributions to local communities and organizations. While locations where Ilera facilities exist will be the priority, it is committed to engagement with all who are affected by medical marijuana.

There will be two phases to the annual monetary contributions. Phase one includes a fixed $5,000 donation to an organization in each city where there is an Ilera facility. Phase two will begin when Ilera becomes profitable and can afford to be more generous. Contributions will be made to organizations with tax-exempt status under Section 501 (c)(3) of the U.S. Internal Revenue Code.

Social capital is the foundation on which Ilera will develop its Company culture and will be the basis for employees’ willingness to become invested in surrounding communities. Social Capital is essential to brand value and will lead to strong, trusting community relationships. The benefits of building social capital will include improved access to information, enhanced influence, and being given the benefit of open lines of communication between all stakeholders.

Accordingly, Ilera is committed to ensuring that its medical marijuana dispensary operations will develop strong, local social capital and are positively impacting Montgomery County, the Commonwealth of Pennsylvania, and all surrounding communities. Ilera will be a collaborative partner in supporting the needs of the community by building relationships with the community’s municipal, business, law enforcement, healthcare, and non-profit professionals.
Ilerea has already initiated the process of communicating with local leaders and businesses to assure public opinion is favorable and alleviate any concerns. In order to ensure that Ilerea will have continuous positive impact on all surrounding communities, the Company has developed the following Community Impact Program ("CIP" or the "Plan"), that sets forth policies, procedures, and actions to be incorporated into the Company’s operations.

**Goals**

The Company has established the following foundational goals that will guide its CIP and will contribute to developing a model medical marijuana organization in the Commonwealth and throughout the country:

- Develop and implement a strong, well understood CIP based on the principles of transparency, accountability, and credibility;
- Educate employees on the importance of a strong CIP and how Ilerea will address critical needs within the surrounding communities;
- Create excitement about community service and volunteerism among Ilerea employees;
- Clearly communicate planned and past community involvements with the people it serves; and
- Allocate 3% of our net profits to community efforts in achieving the above goals.

Additionally, Ilerea’s CIP will be based on the following four pillars:

- Buying, sourcing, and hiring local as much as possible;
- Community education and outreach;
- Integrating volunteerism and financial charity to surrounding communities; and
- Being a good neighbor and a positive resource.

**Employee Education and Integration**

Ilerea will educate all new employees on the Company’s CIP as part of every new employee’s training program. We will develop a comprehensive approach to CIP training, which will ensure employees have information on CIP commitments, programs, and implementation efforts.

Our training program will teach all employees the importance of being directly involved in Ilerea’s CIP activities and the opportunities available to develop their career with community involvement in mind. Employees will be taught that development of their role within the CIP will be an ongoing commitment, since the program will change as the needs of the community evolve and new community opportunities develop.

While employee involvement in the Company’s CIP will not be mandatory, employee participants of CIP initiatives will be given non-financial rewards for involvement such as organized social functions sponsored by Ilerea. Such assurances will help to create a strong CIP and will contribute to maximizing employee enthusiasm, pride, and personal investment towards overall community support and outreach.
Responsibilities

In order to completely integrate Ilera’s CIP into business culture and operations, Ilera will create a CIP Team to administer and develop the Plan and explore various opportunities to positively impact the community. Our Director of Human Resources will serve as the CIP Team’s Chair and will work to recruit employees for CIP involvement and ongoing volunteer opportunities. The Director of Human Resources will be responsible for training all employees on proper representation of the Company during involvement in any community outreach initiative and will inform employees of the objectives and demeanor involved with representing Ilera and the Pennsylvania Department of Health’s Medical Marijuana Program. All employees, members of management, members of the Board of Directors, and members of the Advisory Board will be actively recruited for involvement in the CIP Team. The CIP will not limit the number of participants on the CIP Team, and the CIP Team will endeavor to maximize enrollment among all Ilera’s employees. The Team will meet monthly, and the initiatives and objectives of the CIP will be addressed at annual Company meetings and as part of our overall annual operational review process. Notes will be taken at every CIP Team meeting, and those notes, along with any other documents or research presented to the team, will be retained by the Human Resource Manager indefinitely and be used for future CIP audits and revisions to maximize positive community impact.

At monthly and annual CIP meetings, an open dialog will be encouraged and frank discussion will take place at the outset including the following issues:
- The group’s objectives
- Members’ responsibilities
- Anticipated workload and outcomes
- The ground rules on how the group will operate

Review and Revision of Community Impact Plan

The CIP Team will conduct an annual review of the CIP to ensure efficacy and efficiency of Ilera’s efforts towards meeting the needs of the local community. The goal of Ilera’s review process is to improve the CIP with an effort towards meeting its guiding principles of transparency, accountability, and credibility and to create sustainable excitement about community involvement among our employees. During an annual CIP review, the CIP Team will evaluate the performance of specific initiatives and involvement of Ilera during the preceding year against the CIP’s goals and pillars. The CIP Team will develop an annual Community Impact Plan Report that will not only discuss the achievements of Ilera’s community involvement, but will identify and address the CIP’s areas of improvement and possible opportunities for the upcoming year. Additionally, the CIP Team will call special meetings to address shortcomings of the CIP if such a situation arises. This mechanism will allow for early detection, reporting, and resolution of problematic activities or will address foundational flaws in the CIP.

Assessment of the Community

In order to create a transparent, accountable, and credible CIP, Ilera will first identify the communities for which it will actively target to positively impact. The following are some
communities that have been identified as targets for our CIP efforts, but other communities may be addressed during CIP Team meetings as new community impact opportunities arise:

- Montgomery County
- City & County of Philadelphia
- Plymouth Township
- Whitemarsh Township
- The Commonwealth of Pennsylvania: Because Ilera considers itself a member of not only the communities that directly surround our facility but the Commonwealth of Pennsylvania and the nation, Ilera will also incorporate those larger communities as targets for its CIP.

**Targeted Groups**
Because the Ilera organization aims to be positively contributing members of the community in which their facility will operate, Ilera’s CIP will initially begin contributing to the following specific groups for which the founders look to create long-standing relationships:

- Red Cross Spectrum Event
- Penn State THON
- United Way Women’s Initiative
- International House Philadelphia

While Ilera has already developed relationships with community organizers and charitable foundations, we are committed to exploring additional opportunities to positively impact the area. Possible other community organizations identified by Ilera as charitable partners include:

- Grow for Vets
- Wounded Warrior
- Open Door Clubhouse
- MS Society

Ilera’s CIP Team will be responsible for maintaining relationships with such various organizations and ensuring that Ilera fulfills its mission of being an active, responsible member of the community. Ilera is looking to make deep connections with many of these organizations and is committed to working in concert with those groups moving forward. By joining forces with positive action groups in the community, Ilera will be able to exponentially increase its ability to make a positive impact on peoples’ lives and create a better Pennsylvania.

**Organized Charity Initiatives**
In addition to community charitable activities with which Ilera is looking to be involved, our CIP Team will strive to expand the community outreach activities as those opportunities arise. To effectively address those opportunities, Ilera plans to set aside 3% of net profits to contribute to identified established organizations and charitable events. In addition, Ilera has earmarked another 7% of net profits to be dedicated to research efforts focused around medical marijuana. These funds will have their own separate bank accounts and be managed and allocated by the CIP Team on an ongoing basis based on the tenets of this CIP.
**Drug Abuse Education**

Ilera is fully aware that responsible medical marijuana use to treat debilitating medical conditions has the potential to turn into marijuana abuse. We fully realize that substance abuse can cripple a community and accept the moral responsibility to educate local community members to prevent such an unacceptable outcome. To mitigate marijuana abuse, Ilera will work with local substance abuse organizations to support substance abuse programs. To help these organizations, Ilera will include the dissemination of substance abuse prevention information researched by the CIP Team as well as the sponsoring of educational seminars on the topic.

Ilera is committed to giving back to the community beyond just the issues that affect the medical marijuana industry. Ilera will actively participate in local fundraising and awareness-raising events and is excited to be active sponsors and participants in important Pennsylvania events. Additionally, as part of Ilera’s CIP we will not only support ongoing charitable events, but will organize and sponsor independent events that support community development, medical research, and mitigating issues detrimental to the community such as drug abuse and ecological concerns. Ilera understands that positively influencing its community through the efforts of established organization and the creation of new opportunities requires being proactive and is excited to meet the challenge.

**Community Education and Outreach**

An important element of Ilera’s CIP will be educating the community not only on operations, its community role, and community initiatives, but on the benefits of marijuana as a medicine and the medical marijuana industry in the Commonwealth of Pennsylvania and the nation. Ilera recognizes that the introduction of medical marijuana in the Commonwealth will raise many questions and concerns within the community at-large. To address these concerns, Ilera will offer public education seminars to provide an opportunity for local community members to learn more about healthcare and medical marijuana. These free seminars will be open to the public and will not be held at the Ilera’s facility in order to provide more community access. Seminars will include lectures by local and national healthcare and medical marijuana professionals and will address any misconceptions or fears that many may have concerning Ilera’s community presence and the Pennsylvania Medical Marijuana Program. The CIP team will be responsible for organizing these seminars biannually and will conduct research on applicable topics to be presented. Furthermore, the CIP Team will reach out to local and nationally-recognized medical professionals with expertise in marijuana as a medicine to serve as guest speakers at those events.

**Internet Outreach and Presence**

Ilera has identified its website as the easiest route for reporting educational information and community involvement of the Company. Ilera’s website will be updated on current CIP initiatives, including both successes and areas for improvement as well as educational information such as medical marijuana’s impact on the local community, the Commonwealth, and the nation.
Ilera’s website will be updated regularly as new Company community outreach initiatives are developed or new peer-reviewed medical information becomes available. The CIP Team and the Director of Marketing will research and develop ongoing website content and will discuss ways to improve internet-based educational presence for the Company. Additionally, the website will feature a Frequently Asked Questions page that will address questions presented by community members at educational seminars or through the website’s email contact information. The website will also feature a page that provides links to the Pennsylvania Department of Health and local charitable organizations with which we have community-involvement relationships.

**Buying and Hiring Local**

**Hiring Local**

Ilera will endeavor to hire new employees from the Montgomery County and surrounding communities. At full operation after being awarded a license, Ilera will staff at least fifty-five fulltime employees in Montgomery County and the Philadelphia region and up to eighty-two employees as needed to expand for market demand. Given the opportunity, Ilera will prioritize the hiring of diverse persons in order to strengthen those groups regionally.

To better take advantage of the wealth of employment talent in the Montgomery County and surrounding Philadelphia regions, Ilera will host a local job fair to fill all start-up-period positions, at which the Company will prioritize filling high-quality, full time, and competitively paid positions using local employment talent.

Moreover, Ilera is committed to retaining local talent by investing in employee development and by helping each employee reach their personal career goals. Ilera will maximize its human resources by maintaining open communications channels with employees and through yearly employee evaluations. Ilera recognizes that discovering and developing local work talent is the cornerstone of a highly-developed and strong community presence.

**Local Supply Vendors**

Developing a locally-based group of suppliers and vendors will allow Ilera to better serve its community and will allow greater control over supply chains. Ilera will work closely with the members of the Montgomery County Chamber of Commerce to identify locally-owned and operated contractors to help with initial and ongoing supply needs.

As Ilera’s operations grow, local businesses will continually be sought out as the primary and preferred means of developing professional partnerships and collaboration in the medical marijuana industry and beyond. Ilera understands that investing in local business relationships will not only strengthen the local economy but will create a close-knit business community that will ultimately help Ilera remain profitable and sustainable.

**Labor Peace Agreement**

As another way to show their commitment to the community, Ilera is engaging in a Labor Peace Agreement with the United Food and Commercial Workers Local 1776 Union. A labor peace agreement is an agreement of neutrality between an employer and a union, the primary
function of which is an agreement that the employer will not resist the union’s organizing attempts. This benefits the community in a variety of ways, as well. One great benefit that will be recognized by not only the local community, but by all stakeholders in the Pennsylvania Medical Marijuana Program, is that this agreement will help prevent labor disruptions like strikes or picketing. This will help reduce operational risk which will ensure the ability to keep a consistent supply of medical marijuana products available through Ilera.

**Mitigation of Adverse Effects**

**Odor Control**

Ilera’s mission is to be a good neighbor and a positive resource to the surrounding neighborhood and community. Accordingly, Ilera understands that the dispensing and storage of medical marijuana can present a strong odor at times. In order to mitigate the negative impact of marijuana dispensing and storage smell from the surrounding communities and to not create a public nuisance, Ilera will treat and purify ambient air in the dispensary facility to eliminate these odors. Each medical marijuana storage area will be equipped with multiple large, commercial carbon filters and minimal circulating fans. By using large filters and minimal fans, the ambient air odor of marijuana will move slowly through the carbon filters allowing better absorption, and thus greatly minimizing odor released to the outside environment.

Because HVAC exhaust and climate control ductwork often gives opportunity for odor to escape outside of a facility, Ilera will utilize Uvonair UV In-Line Duct Ozonator to mitigate odor being exhausted through those points. Uvonair does not mask the odors like air fresheners; instead it neutralizes odors at the source and harmlessly converts captured air to environmental controllers and oxygen.

**Conclusion**

Ilera is deeply committed to positively impacting the communities surrounding the location of their Montgomery County facility through a CIP based on the principles of transparency, accountability, and credibility. The Ilera team is committed on a cultural and financial level. Success of the Company’s CIP will largely rest on the involvement of its employees; and therefore, Ilera’s CIP Team will actively recruit employees for both the CIP Team and volunteer initiatives sponsored or organized by the Company. In addition to volunteerism, Ilera will provide financial support to those charity organizations identified by the CIP Team and will strive to hire local employment talent and supply contractors. This comprehensive approach to positively impacting the community will ensure that Ilera not only supports those individuals in need, but will help the Company maintain a successful, sustainable, and profitable business.
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.

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

FEES:
- ☑ Initial Application Fee
- ☑ Initial Permit Fee

APPLICATION:
- ☑ Completed Application

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

BACKGROUND CHECKS:
- ☑ The applicant has requested background checks, as described in the instructions.
### ADDITIONAL ATTACHMENTS:
Please list any other documents you are submitting as part of this application:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Name of Document</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ilera Healthcare LLC_03202017_Dispensary_Principals, Financial Backers, and Operators (CONTD.)</td>
<td>Principals, Financial Backers, and Operators (Continued)</td>
<td>Limited Application Room</td>
</tr>
<tr>
<td>Ilera Healthcare LLC_03202017_Dispensary_Current Officers (CONTD.)</td>
<td>Current Officers (Continued)</td>
<td>Limited Application Room</td>
</tr>
</tbody>
</table>

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

![Signature: Lisa Gray](signature.png)  
**Title in Applicant's Business: Manager**  
**Date: 3/20/17**  
**Printed Name: Lisa Gray**

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.png)  
**Title in Applicant's Business**

**Date**

**Printed Name**

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

![Signature](signature.png)  
**Title in Applicant's Business**

**Date**

**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.

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

Ilera Healthcare LLC

Trade names and DBA (doing business as) names:

Principal Business Address:

[Redacted]

[Redacted] [Redacted]

[Redacted] [Redacted] [Redacted]
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
03/13/2017

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

Ilera Healthcare LLC

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania, do hereby certify that the foregoing and annexed is a true and correct copy of

Creation Filing filed on Aug 12, 2016 - Pages (2)

which appear of record in this department.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

[Signature]
Secretary of the Commonwealth

Certification Number: TSC170313161721-1

Verify this certificate online at http://www.corporations.pa.gov/orders/verify.aspx
Certificate of Organization Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name
John K Weston

Address
1845 Walnut Street

City
Philadelphia
State
PA
Zip Code
19103

Document will be returned to the name and address you enter to the left.

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):
   Ilera Healthcare 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
   (b) Name of Commercial Registered Office Provider
   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
   John K Weston
   Address
   1845 Walnut Street, Suite 1600, Philadelphia, Philadelphia, PA, United States, 19103

4. Strike out if inapplicable term
   A member’s interest in the company is to be evidenced by a certificate of membership interest.
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 August, 2016.

______________________________
John K Weston  
Signature
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-0657724. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941 10/31/2017
Form 940 01/31/2018
Form 943 01/31/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8632, Entity Classification Election. See Form 8632 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.
ILERA HEALTHCARE LLC

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of March 2, 2017

THE COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH COMPANY INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.
Table of Contents

<table>
<thead>
<tr>
<th>Article/I Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>DEFINITIONS</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>ORGANIZATIONAL MATTERS</td>
<td></td>
</tr>
<tr>
<td>Section 2.1</td>
<td>Formation of Company</td>
<td>9</td>
</tr>
<tr>
<td>Section 2.2</td>
<td>Limited Liability Company Agreement</td>
<td>9</td>
</tr>
<tr>
<td>Section 2.3</td>
<td>Name</td>
<td>9</td>
</tr>
<tr>
<td>Section 2.4</td>
<td>Purpose</td>
<td>9</td>
</tr>
<tr>
<td>Section 2.5</td>
<td>Principal Office; Registered Office</td>
<td>9</td>
</tr>
<tr>
<td>Section 2.6</td>
<td>Term</td>
<td>9</td>
</tr>
<tr>
<td>Section 2.7</td>
<td>No State-Law Partnership</td>
<td>9</td>
</tr>
<tr>
<td>III</td>
<td>CAPITAL CONTRIBUTIONS</td>
<td>10</td>
</tr>
<tr>
<td>Section 3.1</td>
<td>Members</td>
<td>10</td>
</tr>
<tr>
<td>Section 3.2</td>
<td>Capital Accounts</td>
<td>11</td>
</tr>
<tr>
<td>Section 3.3</td>
<td>Negative Capital Accounts</td>
<td>11</td>
</tr>
<tr>
<td>Section 3.4</td>
<td>No Withdrawal</td>
<td>11</td>
</tr>
<tr>
<td>Section 3.5</td>
<td>Loans From Members</td>
<td>11</td>
</tr>
<tr>
<td>IV</td>
<td>DISTRIBUTIONS AND ALLOCATIONS</td>
<td>11</td>
</tr>
<tr>
<td>Section 4.1</td>
<td>Distributions</td>
<td>11</td>
</tr>
<tr>
<td>Section 4.2</td>
<td>Allocations</td>
<td>12</td>
</tr>
<tr>
<td>Section 4.3</td>
<td>Special Allocations</td>
<td>12</td>
</tr>
<tr>
<td>Section 4.4</td>
<td>Tax Allocations</td>
<td>13</td>
</tr>
<tr>
<td>Section 4.5</td>
<td>Indemnification and Reimbursement for Payments on Behalf of a Member</td>
<td>13</td>
</tr>
<tr>
<td>V</td>
<td>BOOKS, RECORDS, ACCOUNTING AND REPORTS</td>
<td>14</td>
</tr>
<tr>
<td>Section 5.1</td>
<td>Records and Accounting</td>
<td>14</td>
</tr>
<tr>
<td>Section 5.2</td>
<td>Fiscal Year</td>
<td>14</td>
</tr>
<tr>
<td>Section 5.3</td>
<td>Reports</td>
<td>14</td>
</tr>
<tr>
<td>Section 5.4</td>
<td>Transmission of Communications</td>
<td>14</td>
</tr>
<tr>
<td>VI</td>
<td>MANAGEMENT</td>
<td>14</td>
</tr>
<tr>
<td>Section 6.1</td>
<td>Authority of Board</td>
<td>14</td>
</tr>
<tr>
<td>Section 6.2</td>
<td>Actions of the Board</td>
<td>15</td>
</tr>
<tr>
<td>Section 6.3</td>
<td>Composition</td>
<td>15</td>
</tr>
<tr>
<td>Section 6.4</td>
<td>Proxies</td>
<td>15</td>
</tr>
<tr>
<td>Section 6.5</td>
<td>Meetings, etc.</td>
<td>15</td>
</tr>
<tr>
<td>Section 6.6</td>
<td>Delegation of Authority</td>
<td>16</td>
</tr>
<tr>
<td>Section 6.7</td>
<td>Purchase of Equity Securities</td>
<td>16</td>
</tr>
<tr>
<td>Section 6.8</td>
<td>Conflicts of Interest</td>
<td>17</td>
</tr>
<tr>
<td>Section 6.9</td>
<td>Limitation of Liability</td>
<td>17</td>
</tr>
<tr>
<td>VII</td>
<td>RIGHTS AND OBLIGATIONS OF MEMBERS</td>
<td>18</td>
</tr>
<tr>
<td>Section 7.1</td>
<td>Limitation of Liability</td>
<td>18</td>
</tr>
<tr>
<td>Section 7.2</td>
<td>Lack of Authority</td>
<td>18</td>
</tr>
<tr>
<td>Section 7.3</td>
<td>No Right of Partition</td>
<td>18</td>
</tr>
<tr>
<td>Section 7.4</td>
<td>Indemnification</td>
<td>18</td>
</tr>
<tr>
<td>Section 7.5</td>
<td>Members Right to Act</td>
<td>19</td>
</tr>
<tr>
<td>Section 7.6</td>
<td>Consent Rights of Members</td>
<td>20</td>
</tr>
</tbody>
</table>
Section 14.14 Remedies .................................................................................................................. 38
Section 14.15 Descriptive Headings; Interpretation...................................................................... 38
Section 14.16 Attorneys’ Fees....................................................................................................... 38

SCHEDULES
Schedule I Members and Commitments

Error! Unknown document property name.
ILERA HEALTHCARE LLC
LIMITED LIABILITY COMPANY AGREEMENT

This LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”), dated as of March 2, 2017, is entered into by and among the iLera Healthcare LLC, a Pennsylvania limited liability company (the “Company”), and the Members (as defined below and listed on Schedule I).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

DEFINITIONS

The following definitions shall be applied to the terms used in this Agreement for all purposes, unless otherwise clearly indicated to the contrary.

“Additional Member” means a Person admitted to the Company as a Member pursuant to Section 0.

“Additional Units” means (i) additional Units (including new classes or series thereof having rights which are different from the rights of any then-existing class or series); and (ii) obligations, evidences of indebtedness or other securities or interests convertible into or exchangeable for Units.

“Adjusted Capital Account” means the Capital Account maintained for each Member, (a) increased by any amounts that such Member is obligated to restore or is treated as obligated to restore under Treasury Regulation Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i)(5) and (b) decreased by any amounts described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) with respect to such Member.

“Adjusted Tax Liability” means, for an individual Member, an amount equal to (a) the cumulative amount of federal income taxes (including any applicable estimated taxes) that would be due from such Member as of such Tax Distribution Date, earned solely on the items of income, gain, deduction, loss, and/or credit allocated to such Member pursuant to 0, reduced by (b) all previous distributions made pursuant to 0. Distributions made pursuant to 0 shall reduce distributions required to be made pursuant 0.

“Admission Date” has the meaning set forth in Section 0.

“Affiliate” of any Person means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Limited Liability Company Agreement of iLera Healthcare LLC.
“Amended Offer Notice” has the meaning set forth in 0.

“Applicable Laws” shall mean, as applicable, the Pennsylvania Medical Marijuana Act and all regulations, rules, orders, guidance and instructions promulgated by the Local Authority.

“Approved Sale” has the meaning set forth in 0.

“Assignee” means a Person to whom a Company Interest has been transferred but who has not become a Member pursuant to 0.

“Authorization Date” has the meaning set forth in 0.

“Base Rate” means, on any date, a variable rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the “prime rate” at large U.S. money center banks.

“Board” has the meaning set forth in Section 0.

“Book Value” means, with respect to any property, such property’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Book Value of any property contributed by a Member to the Company shall be the fair market value of such property as reasonably determined by the Board;

(b) The Book Values of all properties shall be adjusted to equal their respective fair market values as determined by the Board in connection with (i) the acquisition of an interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution to the Company, (ii) the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a member capacity or by a new Member acting in a member capacity or in anticipation of being a Member, (iii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company, or (iv) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g)(1) (other than pursuant to Section 708(b)(1)(B) of the Code);

(c) The Book Value of property distributed to a Member shall be the fair market value of such property as determined by the Board; and

(d) The Book Value of all property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) and clause (f) of the definition of Net Profits and Net Losses; provided, however, that the Book Value shall not be adjusted pursuant to this clause (d) to the extent the Board determines that an adjustment pursuant to clause (b) hereof is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (d).

If the Book Value of property has been determined or adjusted pursuant to clauses (b) or (d) hereof, such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such property for purposes of computing Net Profits and Net Losses and other items allocated pursuant to 0.
“Business Day” means any day other than a Saturday or a Sunday or a day on which banks located in Philadelphia, PA generally are authorized or required by law to close.

“Capital Account” means the capital account maintained for a Member pursuant to Section 0.

“Capital Contribution” means with respect to any Member, the amount of money and the initial Book Value of any property (other than money) contributed to the Company by such Member. Any reference in this Agreement to the Capital Contribution of a Member shall include a Capital Contribution of his predecessors in interest.

“Certificate” means the Company’s Certificate of Organization as filed with the Secretary of the Commonwealth of Pennsylvania.


“Commitment” means, with respect to each Member, the aggregate amount of Capital Contributions made or agreed to be made by such Member as specified in Schedule I attached hereto as the same may be modified from time to time under the terms of this Agreement; provided that notwithstanding any other provision in this Agreement to the contrary, no Member shall be under any obligation to make any additional Capital Contributions other than as originally set forth in Schedule I, unless such Member shall otherwise agree in writing.

“Common Unit” means a Unit representing a fractional part of the Company Interests of the Members and having the rights and obligations specified with respect to the Common Units in this Agreement.

“Common Unitholder” means a Member holding any Common Units.

“Company Interest” means the interest of a Member in Profits, Losses and Distributions.

“Declining Other Offeree” has the meaning set forth in 0.

“Depreciation” means, for each Taxable Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to property for such Taxable Year, except that (a) with respect to any property the Book Value of which differs from its adjusted tax basis for federal income tax purposes and which difference is being eliminated by use of the remedial allocation method pursuant to Treasury Regulation Section 1.704-3(d), Depreciation for such Taxable Year shall be the amount of book basis recovered for such Taxable Year under the rules prescribed by Treasury Regulation Section 1.704-3(d)(2), and (b) with respect to any other property the Book Value of which differs from its adjusted tax basis at the beginning of such Taxable Year, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Taxable Year bears to such beginning adjusted tax basis; provided, that if the adjusted tax basis of any property at the beginning of such Taxable Year is zero, Depreciation with respect to such property shall be determined with reference to such beginning value using any reasonable method selected by the Board.
“Distribution” means each distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; provided that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company of any securities, or (b) any recapitalization or exchange of securities of the Company, and any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Units.

“Drag Along Sale” has the meaning set forth in Section 1.2(a).

“ELECTING OTHER OFFEE” has the meaning set forth in 0.

“Election Period” has the meaning set forth in 0.

“Entity” has the meaning set forth in Section 1.3(a).

“Equity Securities” means (a) Units or other equity interests in the Company (including other classes or groups thereof having such relative rights, powers and duties as may from time to time be established by the Board, including rights, powers and/or duties senior to existing classes and groups of Units and other equity interests in the Company), (b) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other equity interests in the Company and (c) Rights.

“Event of Withdrawal” means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

“Family Group” means, as to any particular Person, (i) such Person’s spouse, such Person’s and such Person’s spouse’s parents and descendants (whether natural or adopted) of such Person and such Person’s spouse’s parents, (ii) any trust solely for the benefit of such Person and/or any of the Persons described in clause (i) and (iii) any partnerships, corporations or limited liability companies where the only partners, shareholders or members are such Person and/or any of the Persons described in clauses (i) and (ii).

“Fair Market Value” means, with respect to any asset or equity interest, its fair market value determined according to 0.

“Fiscal Period” means any interim accounting period within a Taxable Year established by the Board and which is permitted or required by Code Section 706.

“Fiscal Year” means the Company’s annual accounting period established pursuant to 0.

“Governmental Entity” means the United States of America or any other nation, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

“Indemnified Person” has the meaning set forth in Section 0.
“IPO” means the initial sale pursuant to a registration statement filed under the Securities Act of any equity securities of the Company, whether by the Company or any holder of equity securities of the Company.

“Liquidity Event” means (i) an Approved Sale of the Company; (ii) the dissolution or liquidation or winding up of the Company; or (iii) an IPO.

“Local Authority” means the Department of Health of the Commonwealth of Pennsylvania or the local marijuana business licensing authority which has jurisdiction over the Company.

“Lock-Up Period” has the meaning set forth in Section 1.3(c).

“Manager” has the meaning set forth in Section 0.

“Market Stand-Off” has the meaning set forth in Section 1.3(c).

“Member” means each of the members named on Schedule I attached hereto and any Person admitted to the Company as a Substituted Member or Additional Member; but only so long as such Person is shown on the Company’s books and records as the owner of one or more Units.

“Member Nonrecourse Debt Minimum Gain” has the meaning assigned to the term “partner nonrecourse debt minimum gain” in Treasury Regulation Section 1.704-2(i)(2).

“Minimum Gain” means the partnership minimum gain determined pursuant to Treasury Regulation Section 1.704-2(d).

“Net Profit” or “Net Loss” means, for each Taxable Year, an amount equal to the Company’s taxable income or loss for such Taxable Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profit and Net Loss pursuant to this definition of “Net Profit” and “Net Loss” shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition of “Net Profit” and “Net Loss” shall be subtracted from such taxable income or loss;

(c) In the event the Book Value of any asset is adjusted pursuant to clause (b) or clause (c) of the definition of Book Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Book Value of the asset) or an item of loss (if the adjustment decreases the Book Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Net Profit or Net Loss;

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

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Taxable Year;

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member’s Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses; and

(g) Any items that are allocated pursuant to 0 and 0 shall be determined by applying rules analogous to those set forth in clauses (a) through (f) hereof but shall not be taken into account in computing Net Profits and Net Losses.

“Offer Notice” has the meaning set forth in 0.

“Offeree” has the meaning set forth in 0.

“Operating Company” refers to iLera Healthcare LLC, a Pennsylvania limited liability company and a Subsidiary of the Company.

“Other Agreements” has the meaning set forth in 0.

“Other Offerees” has the meaning set forth in 0.

“Owner” has the meaning set forth in Section 1.3(c).


“Permitted Transfer” means in the case of a Member, a Transfer (a) pursuant to applicable laws of descent and distribution or (b) to or among such Member’s Family Group; provided that in each case (i) the restrictions, conditions, and obligations contained in this Agreement and any other agreement to which such Member is a party in its capacity as such shall continue to be applicable to such securities after any such Permitted Transfer, (ii) the transferee(s) of such securities shall have agreed in writing to be bound by the provisions of such agreements and (iii) unless the transferee was a Member prior to such Permitted Transfer, such Member shall have retained all voting control over such securities.

“Person” means an individual or any corporation, partnership, limited liability company, trust, unincorporated organization, association, joint venture or any other entity or organization, regardless of whether a legally-recognized person.

“Preemptive holder” has the meaning set forth in 0.
“Preemptive Notice” has the meaning set forth in 0.

“Preemptive Reply” has the meaning set forth in 0.

“Profits” means items of Company income and gain determined according to 0.

“Proportionate Share” means a Member’s proportionate holdings of all outstanding Units represented as a fraction, (i) the numerator of which is the number of Units then held by such Member, and (ii) the denominator of which is the number of Units then held by all other Members.

“Public Sale” means any sale of equity securities of the Company (other than rights to acquire equity securities of the Company) to the public pursuant to an offering registered under the Securities Act or to the public through a broker, dealer or market maker pursuant to the provisions of Rule 144 adopted under the Securities Act.

“Regulatory Allocations” is defined in 0.

“Related Person” of any Person means (a) any Affiliate of such Person, (b) any Person in which such Person (together with its Affiliates) hold(s) (individually or in the aggregate and directly or indirectly) at least a fifteen percent (15%) voting or economic interest, (c) any entity in which such Person hold(s) (directly or indirectly) any voting or economic interest, or (d) each director or officer of such Person.

“Rights” means warrants, options or other rights to purchase or otherwise acquire Units or other Equity Securities in the Company.

“Sales Notice” has the meaning set forth in 0.

“Sales Units” has the meaning set forth in 0.

“Securities Act” means the Securities Act of 1933, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Securities Act shall be deemed to include any corresponding provisions of future law.

“Securities and Exchange Commission” means the United States Securities and Exchange Commission, including any governmental body or agency succeeding to the functions thereof.

“Subsidiary” means, with respect to any Person of which (a) if a corporation, a majority of the total voting power of shares of Units entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons...
shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control any managing director or general partner of such limited liability company, partnership, association or other business entity. For purposes hereof, references to a “Subsidiary” of the Company shall be given effect only at such times that the Company has one or more Subsidiaries, and, unless otherwise indicated, the term “Subsidiary” refers to a Subsidiary of the Company.

“Substituted Member” means a Person that is admitted as a Member to the Company pursuant to 0.

“Tag-Along Members” has the meaning set forth in 0.

“Tag-Along Notice” has the meaning set forth in 0.

“Tax Distribution Date” means any date that is two business days prior to the date on which estimated U.S. federal income tax payments are required to be made by calendar year individual taxpayers and each due date for the U.S. federal income tax return of an individual calendar year taxpayer (without regard to extensions).

“Tax Matters Partner” has the meaning given to such term in Section 6231 of the Code.

“Taxable Year” means the Company’s accounting period for federal income tax purposes determined pursuant to 0.

“Transfer” means any direct or indirect transfer, sale, assignment, pledge, encumbrance or other disposition, whether voluntary or involuntary.

“Transferring Member” has the meaning set forth in 0.

“Transferring Proportionate Share” has the meaning set forth in 0.

“Treasury Regulations” means the income tax regulations promulgated under the Code and any corresponding provisions of succeeding regulations.

“Unaudited Financials” has the meaning set forth in 0.

“Unit” means a Company Interest of a Member or an Assignee in the Company representing a fractional part of the Company Interests of all Members and Assignees Common Units; provided that any class or group of Units issued shall have the relative rights, powers and duties set forth in this Agreement and the Company Interest represented by such class or group of Units shall be determined in accordance with such relative rights, powers and duties.

“Unitholder” means a holder of Units.

“Unreturned Capital” means, with respect to a Unit, an amount equal to the excess, if any, of (a) the aggregate amount of Capital Contributions made or deemed made in exchange for or on account of such Unit, over (b) the aggregate amount of prior Distributions made by the Company that constitute a return of the Capital Contributions therefor pursuant to 0.
ORGANIZATIONAL MATTERS

Formation of Company. The Company has been organized as a Pennsylvania limited liability company on the Formation Date by the filing of the Certificate under and pursuant to the PAC and shall be continued in accordance with the terms of this Agreement. The Certificate was filed on August 12, 2016 with the Secretary of the Commonwealth of Pennsylvania.

Limited Liability Company Agreement. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the PAC, the Applicable Laws and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of the Members are different by any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the PAC and the Applicable Laws, control.

Name. The name of the Company shall be “iLera Healthcare LLC.” The Board in its sole discretion may change the name of the Company at any time and from time to time. Notification of any such change shall be given to all of the Members. The Company’s business may be conducted under its name and/or any other name or names deemed advisable by the Board.

Purpose. The purpose for which the Company is formed is to engage in any lawful act or activity for which limited liability companies may be formed under the PAC and the Applicable Laws. The Company is empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of such purposes and business and for the protection and benefit of the Company.

Principal Office; Registered Office. The registered office of the Company required by the PAC to be maintained in the Commonwealth of Pennsylvania shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Board may designate in the manner provided by Law. The registered agent of the Company in the Commonwealth of Pennsylvania shall be the initial registered agent named in the Certificate or such other Person or Persons as the Board may designate in the manner provided by Law. The principal office of the Company in the United States shall be at such place as the Board may designate, which need not be in the Commonwealth of Pennsylvania, and the Company shall maintain records there or at such other place as the Board shall designate and shall keep the street address of such principal office at the registered office of the Company in the Commonwealth of Pennsylvania. The Company may have such other offices as the Board designate.

Term. The term of the Company commenced upon the filing of the Certificate in accordance with the PAC and shall continue in existence until termination and dissolution thereof in accordance with the provisions of 0.

No State-Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venture of any other Member by virtue of this Agreement, for any purposes other than as set forth in the last sentence of this 0, and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed.
to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state or local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

**CAPITAL CONTRIBUTIONS**

Members.

The total number of Units that the Company has authority to issue is 1,000 Units, all of which shall be Common Units. Any Units issued hereunder may be certificated as determined by the Board or reasonably requested by any Member.

Each Member named on Schedule I attached hereto has made Capital Contributions or provided other consideration to the Company in exchange for the Units specified thereon. Each Member acknowledges and agrees that portions of this Agreement, including Schedule I, may be redacted or information herein may otherwise be aggregated to prevent disclosure of confidential information.

Each Member who is issued Units by the Company by the authority of the Board pursuant to 0 shall make the Capital Contributions to the Company determined by the Board pursuant to the authority of the Board pursuant to 0 in exchange for such Units.

No Member shall be required or, except as approved by the Board pursuant to 0 and in accordance with the other provisions of this Agreement, permitted to (i) make any Capital Contribution in excess of its Commitment as set forth on Schedule I or (ii) loan any money or property to the Company or borrow any money or property from the Company.

Subject to compliance with 0 and 0 of this Agreement, the Board shall have the right at any time and from time to time to authorize and cause the Company to create and/or issue Additional Units, in which event, (i) all holders shall be diluted in an equal manner with respect to such issuance, subject to differences in rights and preferences of different classes, groups and series of Units and Additional Units, and (ii) the Board shall have the power to amend this Agreement and/or Schedule I to reflect such additional issuances and dilution and to make any such other amendments as are necessary to reflect such additional issuances (including amending this Agreement to increase the number of Additional Units of any class, group or series, to create and authorize a new class, group or series of Additional Units and to add the terms of such new class, group or series including economic and governance rights which may be different from, senior to or more favorable than the other existing Units), in each case without the approval or consent of any other Person. Any Person who acquires Additional Units may be admitted to the Company as a Member pursuant to the terms of 0. In connection with any issuance of Units, the Person who acquires such Units shall execute a counterpart to this Agreement, accepting and agreeing to be bound by all terms and conditions hereof, and shall enter into such other documents, instruments and agreements to effect such purchase and evidence the terms and conditions thereof (including transfer restrictions, vesting and forfeiture or buyback provisions) as may be deemed necessary or appropriate by the Board (each, an “Equity Agreement”). Each Person who acquires Units shall
in exchange for such Units make a Capital Contribution to the Company in an amount to be determined by the Board in its sole discretion (which amount may be zero).

Each Member hereby agrees to comply with the Applicable Laws and acknowledges that 0 provides certain remedies if the Member is in violation of the Applicable Laws. Each Member further agrees that the Company, or any other Member shall be permitted to report to the Local Authority or any other governmental or regulatory entity with jurisdiction over the Company, its business or the Members, any violation, or reasonably suspected violation, by such Member of any Applicable Law. Provided that the person making such report has reasonable basis for making such report, each Member agrees to, and hereby does, release and hold harmless such reporting person from any and all liability whatsoever to the Member about whom such report is made for any claims, liabilities, losses, damages (including, but not limited to damage to reputation or loss of goodwill), expenses, costs (direct or indirect), fees, fines or penalties arising from such report.

**Capital Accounts.** The Company shall maintain a separate Capital Account for each Member according to the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). For this purpose, the Company may (in the discretion of the Board), upon the occurrence of the events specified in Treasury Regulation Section 1.704-1(b)(2)(iv)(f), increase or decrease the Capital Accounts in accordance with the rules of such regulation and Treasury Regulation Section 1.704-1(b)(2)(iv)(g) to reflect a revaluation of Company property.

**Negative Capital Accounts.** No Member shall be required to pay to any other Member or the Company any deficit or negative balance which may exist from time to time in such Member’s Capital Account (including upon and after dissolution of the Company).

**No Withdrawal.** No Person shall be entitled to withdraw any part of such Person’s Capital Contribution or Capital Account or to receive any Distribution from the Company, except as expressly provided herein.

**Loans From Members.** Loans by Members to the Company shall not be considered Capital Contributions. If any Member shall advance funds to the Company in excess of the amounts required hereunder to be contributed by such Member to the capital of the Company as its Commitment, the making of such advances shall not result in any increase in the amount of the Capital Account of such Member. The amount of any such advances shall be a debt of the Company to such Member and shall be payable or collectible in accordance with the terms and conditions upon which such advances are made.

**DISTRIBUTIONS AND ALLOCATIONS**

**Distributions.**

Subject in each case to any restrictions imposed by the PAC, all Distributions paid by the Company to the holders of Units shall be made, as and if declared by the Board, to all holders of Units (ratably among such holders based upon the number of Units held by each holder, calculated as of immediately prior to such Distribution).
Prior to making distributions pursuant to 0, on each Tax Distribution Date, the Company may, subject to the availability of funds, distribute to each Member in cash an amount equal to up to 100% of such Member’s Adjusted Tax Liability, if any (each such Distribution, a “Tax Distribution”). Tax Distributions shall be treated as advances on any amounts Members are entitled to receive pursuant to 0 and 0 and shall reduce distributions required to be made pursuant to such sections. If on a Tax Distribution Date there are not sufficient funds on hand to distribute to each Member the full amount of such Member’s Adjusted Tax Liability, distributions pursuant to this 0 shall be made to the Members to the extent of the available funds in proportion to each Member’s Adjusted Tax Liability, and the Company shall make future distributions as soon as funds become available to pay the remaining portion of such Member’s Adjusted Tax Liability.

Each Distribution pursuant to 0 shall be made to the Persons shown on the Company’s books and records as Members as of the date of such Distribution; provided that any transferor and transferee of Units may mutually agree as to which of them should receive payment of any such distribution under 0.

**Allocations.**

After giving effect to the allocations set forth in 0, Net Profits and Net Losses (and to the extent necessary to achieve the resulting Capital Account balances described below, any allocable items of gross income, gain, loss and expense includable in the computation of Net Profits and Net Losses) for each Taxable Year shall be allocated among the Members during such Taxable Year, in such a manner as shall cause the Capital Accounts of the Members (as adjusted to reflect all allocations set forth in 0 and all distributions through the end of such Taxable Year) to equal, as nearly as possible, (a) the amount such Members would receive if all assets of the Company on hand at the end of such Taxable Year were sold for cash equal to their Book Values, all liabilities of the Company were satisfied in cash in accordance with their terms (limited in the case of non-recourse liabilities to the Book Value of the property securing such liabilities), and all remaining or resulting cash (including any withheld amounts) were distributed to the Members under 0 minus (b) such Member’s share of Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

**Special Allocations.**

Notwithstanding the provisions of 0, if necessary, the Company shall make special allocations to comply with (i) the Minimum Gain chargeback provisions of Treasury Regulation Section 1.704-2(f), (ii) the Member Nonrecourse Debt Minimum Gain chargeback provisions of Treasury Regulation Section 1.704-2(i), and (iii) the qualified income offset provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d). The allocations set forth in the prior sentence (the “Regulatory Allocations”) are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. If the Board determines in its judgment that the provisions of this 0 (or 0) do not comply with the Code or any Treasury Regulations, the Board may amend this 0 in any manner that ensures that allocations under this 0 comply with the Code and the Treasury Regulations. Notwithstanding any other provisions of this 0 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Profits and Net Losses among the Members so that to the extent possible, the net amount of such allocations of Net Profits and Net Losses and other items and the Regulatory Allocations (including
Regulatory Allocations that, although not yet made, are expected to be made in the future) to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not been made.

**Tax Allocations.**

Except as provided in this ¶, each item of income, gain, loss, deduction and credit of the Company for federal income tax purposes shall be allocated among the Members in the same manner as such items are allocated for book purposes under ¶ and ¶.

The Members recognize that there may be a difference between the Book Value of a Company asset and the asset’s adjusted tax basis at the time of the property’s contribution or revaluation pursuant to this Agreement. In such a case, all items of tax depreciation, cost recovery, depletion, amortization, and gain or loss with respect to such asset shall be allocated among the Members to take into account the disparities between the Book Values and the adjusted tax basis with respect to such properties in accordance with the provisions of Sections 704(b) and 704(c) of the Code and the Treasury Regulations under those sections; provided, however, that any tax items not required to be allocated under Sections 704(b) or 704(c) of the Code shall be allocated in the same manner as such gain or loss would be allocated for book purposes under ¶ and ¶. The Board shall make any elections or other decisions relating to such allocations.

Allocations pursuant to this ¶ are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Profits, Net Losses, Distributions or other Company items pursuant to any provision of this Agreement.

**Indemnification and Reimbursement for Payments on Behalf of a Member.**

If the Company is obligated to pay any amount to a Governmental Entity (or otherwise makes a payment to a Governmental Entity) that is specifically attributable to a Member or a Member’s status as such (including federal withholding taxes, state personal property taxes, and state unincorporated business taxes), but not including any such amounts attributable to a Member’s status as an employee of the Company or its Subsidiaries, then such Person shall indemnify the Company in full for the entire amount paid (including interest, penalties and related expenses). The Board may offset Distributions to which a Person is otherwise entitled under this Agreement against such Person’s obligation to indemnify the Company under this ¶. A Member’s obligation to make contributions to the Company under this ¶ shall survive the termination, dissolution, liquidation and winding up of the Company, and for purposes of this ¶, the Company shall be treated as continuing in existence. The Company may pursue and enforce all rights and remedies it may have against each Member under this ¶, including instituting a lawsuit to collect such contribution with interest calculated at a rate equal to the Base Rate plus three (3) percentage points per annum (but not in excess of the highest rate per annum permitted by law).

**BOOKS, RECORDS, ACCOUNTING AND REPORTS**

**Records and Accounting.** The Company shall keep, or cause to be kept, appropriate books and records with respect to the Company’s business, including all books and records necessary to
provide any information, lists and copies of documents required to be provided pursuant to applicable laws. All matters concerning (a) the determination of the relative amount of allocations and distributions among the Members pursuant to 0 and 0 and (b) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Board, whose determination shall be final and conclusive as to all of the Members absent manifest clerical error.

**Fiscal Year.** The Fiscal Year of the Company shall end on December 31 of each year or such other annual accounting period as may be established by the Board.

**Reports.**

The Company will furnish to each Member: (i) within 90 days after the end of each fiscal year of the Company, an unaudited balance sheet, statement of income, and statement of cash flows (collectively, “Unaudited Financials”) for such year, to be in reasonable detail; and (ii) within 45 days of each fiscal quarter year end, Unaudited Financials for such quarter, to be in reasonable detail.

The Company shall, to the extent required by the PAC, deliver or cause to be delivered to each Member with reasonable promptness, such other information and financial data concerning the Company and its Subsidiaries as any Member shall from time to time reasonably request; provided that furnishing such information shall not be financially burdensome on the Board, the Company or its Subsidiaries or unreasonably time consuming for the Board or the employees of the Company or its Subsidiaries.

The Company shall deliver or cause to be delivered (and shall use reasonable efforts to do so within ninety (90) days after the end of each Fiscal Year) to each Person who was a Member at any time during such Fiscal Year all information necessary for the preparation of such Person’s United States federal and state income tax returns. Except as set forth in the immediately preceding sentence or any separate written agreement between the Company and any Member, no Member shall have the right to any other information from the Company, except as may be required pursuant to the PAC.

**Transmission of Communications.** Each Person that owns or controls Units on behalf of, or for the benefit of, another Person or Persons shall be responsible for conveying any report, notice or other communication received from the Board to such other Person or Persons.

**MANAGEMENT**

**Authority of Board.** Except for situations in which the approval of any Member(s) is specifically required by this Agreement, (a) all management powers over the business and affairs of the Company shall be exclusively vested in a board of managers (the “Board”) and (b) the Board shall conduct, direct and exercise full control over all activities of the Company. Each member of the Board is referred to herein as a “Manager.” The Managers shall be natural persons and shall be the “managers” of the Company for the purposes of the PAC. No Manager shall have the authority to bind the Company, unless the Board has granted such authority to such Manager.
**Actions of the Board.** The Board may act (a) through meetings and written consents pursuant to 
0 and (b) through any Person or Persons to whom authority and duties have been delegated 
pursuant to 0.

**Composition.** The Board shall initially consist of five (5) Managers elected by a majority vote of 
the Members, who shall initially be Zoltan Kerekés, Torsten Geers, Osagie Imasogie, Greg Rochlin 
and Lisa Gray, until each of their earlier death, resignation or removal.

**Proxies.** A Manager may vote at a meeting of the Board or any committee thereof either in person 
or by proxy executed in writing by such Manager. A telegram, telex, cablegram or similar 
transmission by the Manager, or a photographic, photostatic, facsimile or similar reproduction of 
a writing executed by the Manager shall (if stated thereon) be treated as a proxy executed in writing 
for purposes of this 0. Proxies for use at any meeting of the Board or any committee thereof or in 
connection with the taking of any action by written consent shall be filed with the Board, before 
or at the time of the meeting or execution of the written consent as the case may be. All proxies 
shall be received and taken charge of and all ballots shall be received and canvassed by the majority 
of the Board who shall decide all questions concerning the qualification of voters, the validity of 
the proxies and the acceptance or rejection of votes. No proxy shall be valid after eleven months 
from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable 
unless the proxy form conspicuously states that the proxy is irrevocable and that the proxy is 
coupled with an interest. Should a proxy designate two (2) or more Persons to act as proxies, 
unless that instrument shall provide to the contrary, a majority of such Persons present at any 
meeting at which their powers thereunder are to be exercised shall have and may exercise all the 
powers of voting or giving consents thereby conferred, or if only one (1) be present, then such 
powers may be exercised by that one (1); or, if an even number attend and a majority do not agree 
on any particular issue, the Company shall not be required to recognize such proxy with respect to 
such issue if such proxy does not specify how the votes that are the subject of such proxy are to be 
voted with respect to such issue.

**Meetings, etc.**

Meetings of the Board and any committee thereof shall be held at the principal 
office of the Company or at such other place as may be determined by the Board or such 
committee. A majority of the Managers, present in person or through their duly authorized 
attorneys-in-fact, shall constitute a quorum at any meeting of the Board. Business may be 
conducted once a quorum is present. Regular meetings of the Board shall be held on such dates 
and at such times as shall be determined by the Board. Special meetings of the Board may be 
called by any Manager on at least twenty-four (24) hours’ prior written notice to the other 
Managers, which notice shall state the purpose or purposes for which such meeting is being called, 
its location, date and hour and may be delivered as a .pdf email attachment. The actions taken by 
the Board or any committee at any meeting (as opposed to by written consent), however called and 
noticed, shall be as valid as though taken at a meeting duly held after regular call and notice if (but 
not until), either before, at or after the meeting, the Manager as to whom it was improperly held 
signs a written waiver of notice or a consent to the holding of such meeting or an approval of the 
minutes thereof. The actions by the Board or any committee thereof may be taken by vote of the 
Board or any committee at a meeting of the Managers thereof or by written consent (without a 
meeting, without notice and without a vote) so long as such consent is signed by all the Managers.
A meeting of the Board or any committee may be held by conference telephone or similar communications equipment by means of which all individuals participating in the meeting can be heard.

Each Manager shall have one vote on all matters submitted to the Board or any committee thereof (whether the consideration of such matter is taken at a meeting, by written consent or otherwise). The affirmative vote (whether by proxy, consent or otherwise) of members of the Board holding a majority of the votes of all members of the Board shall be the act of the Board. Except as otherwise provided by the Board when establishing any committee, the affirmative vote (whether by proxy, consent or otherwise) of members of such committee holding a majority of the votes of all members of such committee shall be the act of such committee. Prompt notice of any action taken by a committee shall be delivered to each Manager who is not a member of such committee or in attendance at such committee meeting.

The Company shall pay the reasonable out-of-pocket expenses incurred by each Manager in connection with attending the meetings of the Board and any committee thereof (unless such expenses shall have been paid or are required to be paid by any other Person). Except as otherwise provided in the immediately preceding sentence or elsewhere in this Agreement, the Managers shall not be compensated for their services as members of the Board; provided that each of the Managers shall be entitled to receive such reasonable compensation as may be fixed from time to time by the Board.

**Delegation of Authority.** The Board may, from time to time, delegate to one or more Persons (including any Manager or other individual, and including through the creation and establishment of one or more committees) such authority and duties as the Board may deem advisable. In addition, the Board may assign titles (including, without limitation, chief executive officer, president, principal, vice president, secretary, assistant secretary, treasurer, or assistant treasurer) and delegate certain authority and duties to such Persons as the same may be amended, restated or otherwise modified from time to time. Any number of titles may be held by the same Manager or other individual. The salaries or other compensation, if any, of such agents of the Company shall be fixed from time to time by the Board. Any delegation pursuant to this Section may be revoked at any time by the Board in its sole discretion.

**Purchase of Equity Securities.** Subject to the provisions of this Agreement, the Board may cause the Company to purchase or otherwise acquire Equity Securities, or may purchase or otherwise acquire Equity Securities on behalf of the Company. As long as such Equity Securities are owned by or on behalf of the Company such Equity Securities will not be considered outstanding for any purpose.

**Conflicts of Interest.**

No Member shall have any fiduciary obligations with respect to the Company or to the other Members insofar as making other investment opportunities available to the Company or to the other Members. Each Member may, notwithstanding the existence of this Agreement, engage in whatever activities such Member may choose, without having or incurring any obligation to offer any interest in such activities to the Company or to the other Members, subject to the provisions of any non-competition, non-solicitation, non-disclosure agreements or other
written agreements between such Person and the Company or its Subsidiaries. Neither this Agreement nor any activities undertaken pursuant hereto shall prevent any Member from engaging in such activities.

Neither the alteration, amendment or repeal of 0 nor the adoption of any provision of this Agreement inconsistent with 0 shall eliminate or reduce the effect of 0 in respect of any matter occurring, or any cause of action, suit or claim that, but for 0, would accrue or arise, prior to such alteration, amendment, repeal or adoption.

**Limitation of Liability.**

Except as otherwise provided herein or in an agreement entered into by such Person and the Company, no Manager or any of such Manager’s Affiliates shall be liable to the Company or to any Member for any act or omission performed or omitted by such Manager in its capacity as a member of the Board pursuant to authority granted to such Person by this Agreement; *provided* that, except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to such Person’s gross negligence, willful misconduct or knowing violation of law or for any present or future breaches of any representations, warranties or covenants by such Person or its Affiliates contained herein or in Other Agreements with the Company. The Board may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and no Manager or any of such Manager’s Affiliates shall be responsible for any misconduct or negligence on the part of any such agent appointed by the Board (so long as such agent was selected in good faith and with reasonable care). The Board shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by the Board in good faith reliance on such advice shall in no event subject the Board or any Manager thereof to liability to the Company or any Member.

Whenever this Agreement or any Other Agreement contemplated herein provides that the Board (or, pursuant to 0, the liquidators) shall act in a manner which is, or provide terms which are, “fair and reasonable” to the Company or any Member, the Board (or, pursuant to 0, the liquidators) shall determine such appropriate action or provide such terms considering, in each case, the relative interests of each party to such agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable United States generally accepted accounting practices or principles.

Whenever in this Agreement or any Other Agreement contemplated herein, the Board (or, pursuant to 0, the liquidators) is permitted or required to take any action or to make a decision in its “sole discretion” or “discretion,” with “complete discretion” or under a grant of similar authority or latitude, the Board (or, pursuant to 0, the liquidators) shall be entitled to consider such interests and factors as it desires, provided that, the Board (or, pursuant to 0, the liquidators) shall act in good faith.

Whenever in this Agreement the Board (or, pursuant to 0, the liquidator) is permitted or required to take any action or to make a decision in its “good faith” or under another express standard, the Board (or, pursuant to 0, the liquidators) shall act under such express standard and, to the extent permitted by applicable law, shall not be subject to any other or different
standards imposed by this Agreement or any Other Agreement contemplated herein, and, notwithstanding anything contained herein to the contrary, so long as the Board (or, pursuant to 0, the liquidators) acts in good faith, the resolution, action or terms so made, taken or provided by the Board (or, pursuant to 0, the liquidators) shall not constitute a breach of this Agreement or any Other Agreement contemplated herein or impose liability upon the Board, any Manager thereof or any of such Manager’s Affiliates.

RIGHTS AND OBLIGATIONS OF MEMBERS

Limitation of Liability. Except as provided in this Agreement or in the PAC, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member or Manager shall be obligated personally for any such debts, obligation or liability solely by reason of being a Member or acting as a Manager of the Company. Except as otherwise provided in this Agreement, a Member’s liability (in its capacity as such) for Company liabilities and Losses shall be limited to the Company’s assets; provided that a Member shall be required to return to the Company any Distribution made to it in clear and manifest accounting or similar error. The immediately preceding sentence shall constitute a compromise to which all Members have consented within the meaning of the PAC. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the PAC shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

Lack of Authority. No Member in its capacity as such (other than through its Manager or as a Manager) has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company or to make any expenditures on behalf of the Company. The Members hereby consent to the exercise by the Board and the Managers of the powers conferred on them by law and this Agreement.

No Right of Partition. No Member shall have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular or individual assets of the Company.

Indemnification.

Subject to 0, the Company hereby agrees to indemnify and hold harmless any Person (each an “Indemnified Person”) to the fullest extent permitted under the PAC, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities and losses (including attorneys’ fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such Person (or one or more of such Person’s Affiliates) by reason of the fact that such Person is or was a Member or is or was serving as a Manager, officer, principal, member, employee or other agent of the Company or is or was serving at the request of the Company as a Manager, officer, director, principal, member, employee or agent of another corporation, partnership, joint
venture, limited liability company, trust or other enterprise; *provided* that (unless the Board otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person’s or its Affiliates’ gross negligence, willful misconduct or knowing violation of law or for any present or future breaches of any representations, warranties or covenants by such Indemnified Person or its Affiliates contained herein or in Other Agreements with the Company. Expenses, including attorneys’ fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

The right to indemnification and the advancement of expenses conferred in this ¶ shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, by-law, vote of Managers or otherwise.

The Company may maintain insurance, at its expense, to protect any Indemnified Person against any expense, liability or loss described in ¶ above whether or not the Company would have the power to indemnify such Indemnified Person against such expense, liability or loss under the provisions of this ¶.

Notwithstanding anything contained herein to the contrary (including in this ¶), any indemnity by the Company relating to the matters covered in this ¶ shall be provided out of and to the extent of Company assets only and no Member (unless such Member otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity of the Company.

If this ¶ or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this ¶ to the fullest extent permitted by any applicable portion of this ¶ that shall not have been invalidated and to the fullest extent permitted by applicable law.

**Members Right to Act.** For matters that expressly require the approval of the Members (rather than the approval of the Board on behalf of the Members), the Members shall act through meetings and written consents as described in paragraphs (a) and (b) below:

Except as otherwise expressly provided by this Agreement acts by the Members holding a majority of the Units, voting together as a single class, shall be the act of the Members. Any Member entitled to vote at a meeting of Members or to express consent or dissent to Company action in writing without a meeting may authorize another person or persons to act for it by proxy. A telegram, telex, cablegram or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall (if stated thereon) be treated as a proxy executed in writing for purposes of this ¶. No proxy shall be voted or acted upon after eleven months from the date thereof, unless the proxy provides for a longer period. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and that the proxy is coupled with an interest. Should a proxy designate two (2) or
more Persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or, if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the votes that are the subject of such proxy are to be voted with respect to such issue.

The actions by the Members permitted hereunder may be taken at a meeting, called by the Board, or by Members holding a majority of the Units entitled to vote on such matters on at least twenty-four (24) hours’ prior written notice to the other Members entitled to vote, which notice shall state the purpose or purposes for which such meeting is being called. The actions taken by the Members entitled to vote or consent at any meeting (as opposed to by written consent), however called and noticed, shall be as valid as though taken at a meeting duly held after regular call and notice if (but not until), either before, at or after the meeting, the Members entitled to vote or consent as to whom it was improperly held signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. The actions by the Members entitled to vote or consent may be taken by vote of the Members entitled to vote or consent at a meeting or by written consent (without a meeting, without notice and without a vote) so long as such consent is signed by the Members having not less than the minimum number of Units that would be necessary hereunder to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the action so taken without a meeting shall be given to those Members entitled to vote or consent who have not consented in writing. Any action taken pursuant to such written consent of the Members shall have the same force and effect as if taken by the Members at a meeting thereof.

**Consent Rights of Members.** Without the approval of the Members holding sixty-five percent (65%) of the Units outstanding at the time of the action taken, the Company shall not, and shall cause its Subsidiaries not to:

(a) authorize, issue or enter into any agreement providing for (i) the issuance (contingent or otherwise) of any Equity Securities (or any Rights or securities convertible into or exchangeable for any Equity Securities or any securities of any Subsidiary of the Company), or (ii) any debt securities;

except as expressly contemplated by this Agreement, (i) merge, consolidate or combine the Company or any Subsidiary of the Company with any other Person, (ii) enter into any transaction or series of related transactions in which more than 50% of the voting power of the Company or any Subsidiary of the Company is disposed, or (iii) sell, lease or otherwise dispose of any assets of the Company or any Subsidiary of the Company worth more than $500,000 in the aggregate, other than in the ordinary course of business in accordance with past custom and practice (each such transaction, as approved in accordance with this §, an “Approved Sale”);

(i) liquidate, dissolve or wind up the Company or any Subsidiary of the Company or effect a recapitalization or reorganization of the Company or any Subsidiary of the Company in any form of transaction, or (ii) commence any bankruptcy proceeding or other court restructuring;
increase or decrease the number of authorized managers of the Company’s Board of Managers;

amend this Agreement or any other organizational or governing document of the Company;

redeem, repurchase or otherwise acquire for value any Units (other than a repurchase pursuant to 0);

declare any Distributions to Members, other than Tax Distributions pursuant to 0; or

approve an Operating Company equity inventive plan that exceeds ten percent (10%) of the Operating Company’s membership interests on a fully-diluted basis.

TAX MATTERS

Preparation of Tax Returns. The Company shall arrange for the preparation and timely filing of all returns required to be filed by the Company. Each Member will, upon request, supply to the Company all pertinent information in its possession relating to the operations of the Company necessary to enable the Company’s tax returns to be prepared and filed.

Tax Elections. The Taxable Year shall be the Fiscal Year set forth in 0, unless the Board shall determine otherwise in its sole discretion and in compliance with applicable laws. The Board shall, in its sole discretion, determine whether to make or revoke any available election pursuant to the Code. Each Member will upon request supply any information necessary to give proper effect to such election. The Board shall cause the Company to make an election pursuant to Code Section 754 for the taxable year that includes the date hereof.

Tax Controversies. Lisa Gray is hereby designated the Tax Matters Partner and is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services reasonably incurred in connection therewith. Each Member agrees to cooperate with the Company and to do or refrain from doing any or all things reasonably requested by the Company with respect to the conduct of such proceedings. The Tax Matters Partner shall keep the Board fully informed of the progress of any examinations, audits or other proceedings, it being agreed that no holder of Units shall have any right to participate in any such examinations, audits or other proceedings. Notwithstanding the foregoing, the Tax Matters Partner shall not settle or otherwise compromise any issue in any such examination, audit or other proceeding without first obtaining approval of the Board.

RESTRICTIONS ON TRANSFER OF UNITS; CERTAIN TRANSFERS

Transfers by Members. Notwithstanding any other provision of this Agreement to the contrary, no Member may Transfer any interest in any Units, including to the Company or any of its Subsidiaries, except Transfers pursuant to and in accordance with (i) in compliance with the
provisions of 0 and 0, (ii) a Permitted Transfer, or (iii) a Public Sale; provided that the applicable requirements of 0, 0 (if any) and 0 are also satisfied.

Right of First Refusal.

Subject to the terms and conditions set forth in this 0, at least sixty (60) days prior to the Transfer of any Units held by any Member, the transferring Member (the “Transferring Member”) shall deliver a written notice (the “Offer Notice”) to the Company and the Members (the “Other Offerees”). The Offer Notice shall disclose in reasonable detail all material terms of the proposed transfer, including a copy of the written offer received, the identity of the prospective transferee(s), the number of Units to be transferred, the date and place of the proposed transfer, the price and the other material terms and conditions of the proposed Transfer. The Transferring Member shall not consummate such proposed Transfer until at least sixty (60) days after the delivery of the Offer Notice (such sixty (60)-day period, the “Election Period”), unless the parties to the Transfer have been finally determined pursuant to this 0 and 0 prior to the expiration of such Election Period (the date of the first to occur of (x) the expiration of such Election Period after delivery of the Offer Notice or (y) such final determination is referred to herein as the “Authorization Date”). The Company may elect to purchase all or any portion of the Units specified in the Offer Notice upon the same terms and conditions as those set forth in the Offer Notice by delivering a written notice of such election to the Transferring Member and the Other Offerees as soon as practical but in any event within 30 days after the Offer Notice has been given to the Other Offerees and the Company. If the Company has not elected to purchase all of the Units to be transferred within such 30-day time period, each of the Other Offerees that are Members may elect to purchase its Transferring Proportionate Share of the Units specified in the Offer Notice which the Company has not elected to purchase (each such electing Other Offeree, an “Electing Other Offeree”) at the price and on the terms specified therein by delivering written notice of such election to the Transferring Member and to the Company as soon as practical but in any event prior to the end of the Election Period. If the Company or any Other Offeree have elected to purchase any or all of the Units to be transferred by the Transferring Member, the Transfer of such Units shall be consummated as soon as practical after the delivery of the election notice(s) to the Transferring Member, but in any event within 30 days after the expiration of the Election Period. Should the purchase price specified in the Offer Notice be payable in property other than cash or evidences of indebtedness, the Company shall have the right to pay the purchase price in the form of cash or evidence of indebtedness equal in amount to the value of such property. If the Transferring Member and the Company cannot agree on such value within ten (10) days after the Company’s receipt of the Offer Notice, the valuation shall be made by an appraiser of recognized standing mutually selected by the Transferring Member and the Company or, if they cannot agree on an appraiser within twenty (20) days after the Company’s receipt of the Offer Notice, each shall select an appraiser of recognized standing and the two appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such value. The cost of such appraisal shall be shared equally by the Transferring Member and the Company. The closing shall then be held on the later of (i) thirty (30) days following the delivery of the election notice or (ii) thirty (30) days after such valuation shall have been determined. At such time, the Transferring Member shall deliver to the Company the certificates representing the Units to be transferred (if any), each certificate to be properly endorsed for transfer. For purposes hereof, each Other Offeree’s “Transferring Proportionate Share” of any Units to be Transferred by a Transferring Member shall be such number of Units determined by multiplying (a) the total
number of Units set forth in the Offer Notice by (b) such Other Offeree’s Proportionate Share; provided, however, that, if any Other Offeree elects not to purchase Units to be transferred by the Transferring Member (each, a “Declining Other Offeree”), then the Electing Other Offerees may purchase the Declining Other Offeree’s Transferring Proportionate Share of such Units and, if more than one Electing Other Offeree elects to purchase such Units, such Units shall be allocated among such Electing Other Offerees pro rata according to the number of Units then held by such Electing Other Offerees and the resulting increased number of Units to be purchased by each such Electing Other Offeree shall be such Member’s Transferring Proportionate Share for purposes hereof.

If the Company and the Other Offerees have not elected to purchase all of the Units being offered by the Transferring Member in the Offer Notice, the Transferring Member may, within sixty (60) days after the expiration of the Election Period and subject to the other provisions of this 0, Transfer those Units not purchased by the Company and the Other Offerees to one or more third parties at a price no less than the price per Unit specified in the Offer Notice and on other terms that are not more favorable in the aggregate to the transferees thereof than those that were offered to the Company and the Other Offerees in the Offer Notice, unless the Transferring Member shall first have delivered a second notice setting forth such more favorable terms (the “Amended Offer Notice”) to the Company and the Other Offerees. If the Transferring Member delivers an Amended Offer Notice, the Company and the Other Offerees may elect to acquire any or all of the Units specified in the Amended Offer Notice by delivering written notice to the Transferring Holder not later than the later of (i) the end of the Election Period and (ii) five (5) business days after delivery of the Amended Offer Notice. Any such Units not transferred within such sixty (60)-day period must be reoffered to the Company and the Other Offerees pursuant to this 0 prior to any subsequent Transfer.

For the avoidance of doubt, the provisions of this 0 shall not apply to (i) Transfers in a Public Sale or (ii) Permitted Transfers.

**Tag-Along Rights.**

The Members (the “Tag-Along Members”) shall be entitled to participate in any Transfer of Units by any Transferring Member as provided in this 0; provided that this 0 shall not apply to any Transfer in a Public Sale, any Permitted Transfer or any Transfer of Units to the Company, any of its Subsidiaries or any of its designees. Upon determination of the number of Units offered in an Offer Notice that the Company and the Other Offerees do not elect, in the aggregate, to purchase, in the case of a Transfer subject to 0, or at least fifteen (15) days prior to Transfer, in the case of any other Transfer of Units, the Transferring Member, shall give written notice to each Tag-Along Member describing in reasonable detail all material terms of the proposed transfer, including a copy of the written offer received, the identity of the prospective transferee(s), the number of Units to be Transferred (the “Sale Units”), the date and place of the proposed transfer, the price and other material terms and conditions of such proposed Transfer (such notice, the “Sale Notice”).

Each of the Tag-Along Members shall be entitled, within fifteen (15) days following delivery of the Sale Notice, to give written notice (a “Tag-Along Notice”) to the Transferring Member and the Company that such Tag-Along Member desires to participate in such
proposed Transfer upon the price, terms and conditions set forth in the Sale Notice, which Tag-Along Notice shall specify the Units such Tag-Along Member desires to include in such proposed Transfer. Such participation shall be based upon the Proportionate Share represented by the Units requested to be included by each Tag-Along Member relative to the Proportionate Share of all Units held by the Members being Transferred in the contemplated Transfer. The aggregate consideration to be paid in connection with the Transfer shall be allocated among each Unit included therein on a pro rata basis calculated using the price offered in such proposed Transfer, and, if Units of different classes are to be included, then Units of each such class shall be allocated pro rata among the purchasers based on the aggregate purchase price to be paid by each.

Each Tag-Along Member Transferring Units pursuant to this 0 shall pay its share (determined on a pro rata basis as among the Transferring Member and the Tag-Along Members) of the expenses incurred by the Transferring Member in connection with such Transfer and shall be obligated to join on a pro rata basis (as among the Transferring Member and the Tag-Along Members) in any indemnification or other obligations that the Transferring Member agrees to provide in connection with such Transfer (other than any such obligations that relate specifically to a particular Member, such as indemnification with respect to representations and warranties given by a Member regarding such Member’s title to and ownership of Units). Unless a prospective transferee permits a Member to give a guarantee, letter of credit or other mechanism (which shall be dealt with on an individual basis), any escrow of proceeds of any such transaction shall be withheld on a pro rata basis among the Transferring Member and the Tag-Along Members.

The Transferring Member shall use reasonable efforts to obtain the prospective transferee’s agreement to include all Units required to be included in such Transfer hereunder on the terms described herein, and shall not consummate any such Transfer unless such Units are so included. To the extent the Tag-Along Members have not elected to participate in the contemplated Transfer (through notice to such effect or expiration of the 15-day period after delivery of the Sale Notice), then the Transferring Holder may Transfer the Units specified in the Sale Notice at a price and on terms no more favorable to the transferee(s) thereof than specified in the Sale Notice during (i) the 30-day period immediately following the Authorization Date, in the case of a Transfer subject to 0 or (ii) the 180-day period following delivery of the Sale Note, in all other cases. Any Units not Transferred within such 30-day or 180-day period shall be subject to the provisions of this 0 upon subsequent Transfer.

The provisions of 0 and this 0 shall terminate upon the earlier of the consummation of (i) an Initial Public Offering and (ii) a Sale of the Company.

**Restricted Units Legend.** The Units have not been registered under the Securities Act and, therefore, in addition to the other restrictions on Transfer contained in this Agreement, cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is then available. Each certificate evidencing Units and each certificate issued in exchange for or upon the Transfer of any Units (if such securities remain Units as defined herein after such Transfer) shall be stamped or otherwise imprinted with a legend in substantially the following form:

> “THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON __________, 2017, AND
HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SPECIFIED IN THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY BY AND AMONG THE COMPANY AND ITS MEMBERS AND AS MAY BE AMENDED AND MODIFIED FROM TIME TO TIME. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. SUCH RESTRICTIONS ARE BINDING ON THE TRANSFEREES OF SUCH UNITS.”

The Company shall imprint such legend on certificates (if any) evidencing Units. The legend set forth above shall be removed from the certificates (if any) evidencing any units which cease to be Units in accordance with the definition thereof.

Transfer. Prior to Transferring any Units (other than pursuant to a Public Sale or an IPO), the Transferring holder of Units shall cause the prospective transferee to be bound by this Agreement and any other agreements executed by holders of Units relating to such Units in the aggregate (collectively, the “Other Agreements”) and to execute and deliver to the Company and the other holders of Units counterparts of this Agreement and the applicable Other Agreements. Any Transfer or attempted Transfer of any Units in violation of any provision of this Agreement shall be invalid and void, and the Company shall not record such Transfer on its books or treat any purported transferee of such Units as the owner of such securities for any purpose.

Assignee’s Rights.

A Transfer of any Unit in a manner in accordance with this Agreement shall be effective as of the date of assignment and compliance with the conditions to such Transfer and such Transfer shall be shown on the books and records of the Company. Profits, Losses and other Company items shall be allocated between the transferor and the Assignee according to Code Section 706. Distributions made before the effective date of such Transfer shall be paid to the transferor, and Distributions made after such date shall be paid to the Assignee.

Unless and until an Assignee becomes a Member pursuant to 0, the Assignee shall not be entitled to any of the rights granted to a Member hereunder or under applicable law, other than the rights granted specifically to Assignees pursuant to this Agreement; provided that, without relieving the transferring Member from any such limitations or obligations as more fully described in 0, such Assignee shall be bound by any limitations and obligations of a Member contained herein that a Member would be bound on account of the Assignee’s Company Interest (including the obligation to make Capital Contributions on account of such Company Interest).
Assignor’s Rights and Obligations. Any Member who shall Transfer any Unit in a manner in accordance with this Agreement shall cease to be a Member with respect to such Units or other interest and shall no longer have any rights or privileges, or, except as set forth in this Agreement, duties, liabilities or obligations, of a Member with respect to such Units or other interest (it being understood, however, that the applicable provisions of Sections 0 and 0 shall continue to inure to such Person’s benefit), except that unless and until the Assignee (if not already a Member) is admitted as a substituted Member in accordance with the provisions of 0 (the “Admission Date”), (a) such assigning Member shall retain all of the duties, liabilities and obligations of a Member with respect to such Units or other interest, including, without limitation, the obligation (together with its Assignee pursuant to 0) to make and return Capital Contributions on account of such Units or other interest pursuant to the terms of this Agreement and (b) the Board may, in its sole discretion, reinstate all or any portion of the rights and privileges of such Member with respect to such Units or other interest for any period of time prior to the Admission Date. Nothing contained herein shall relieve any Member who Transfers any Units or other interest in the Company from any liability of such Member to the Company with respect to such Company Interest that may exist on the Admission Date or that is otherwise specified in the PAC and incorporated into this Agreement or for any liability to the Company or any other Person for any materially false statement made by such Member (in its capacity as such) or for any present or future breaches of any representations, warranties or covenants by such Member (in its capacity as such) contained herein or in Other Agreements with the Company.

Compliance with Applicable Laws. No Member may Transfer any interest in its Units unless such Transfer complies with all Applicable Laws, including approval of the Transfer by the Local Authority, if necessary.

ADMISSION OF MEMBERS

Substituted Members. Subject to the provisions of 0 hereof, in connection with the permitted Transfer of a Company Interest of a Member, the transferee shall become a Substituted Member on the effective date of such Transfer, which effective date shall not be earlier than the date of compliance with the conditions to such Transfer, and such admission shall be shown on the books and records of the Company.

Additional Members. Subject to the provisions of 0 hereof, a Person may be admitted to the Company as an Additional Member only upon furnishing to the Board (a) counterparts of this Agreement and the applicable Other Agreements and (b) such other documents or instruments as may be necessary or appropriate to effect such Person’s admission as a Member (including entering into such documents as the Board may deem appropriate in its discretion). Such admission shall become effective on the date on which the Board determines in its sole discretion that such conditions have been satisfied and when any such admission is shown on the books and records of the Company.

Operating Company Equity Incentive Plan.

Subject to approval from the Board of Managers pursuant to 0, the Company is permitted to vote in favor of the Operating Company adopting an equity incentive plan; provided
that the Operating Company’s board of managers approves the equity incentive plan; provided further that the Company is not permitted to approve an equity incentive plan that exceeds ten percent (10%) of the Operating Company’s membership interests on a fully-diluted basis. The Company’s approval

The Company may not approve an Operating Company equity incentive plan that exceeds ten percent (10%) of the Operating Company’s membership interests on a fully-diluted basis without the approval Members of the Company pursuant to 0.

WITHDRAWAL AND RESIGNATION OF MEMBERS

Withdrawal and Resignation of Members. No Member shall have the power or right to withdraw or otherwise resign as a Member from the Company prior to the dissolution and winding up of the Company pursuant to 0 without the prior written consent of the Board, except as otherwise expressly permitted by this Agreement. Any Member, however, that attempts to withdraw or otherwise resign as a Member from the Company without the prior written consent of the Board upon or following the dissolution and winding up of the Company pursuant to 0 but prior to such Member receiving the full amount of Distributions from the Company to which such Member is entitled pursuant to 0 shall be liable to the Company for all damages (including all lost profits and special, indirect and consequential damages) directly or indirectly caused by the withdrawal or resignation of such Member, and such Member shall be entitled to receive the Fair Market Value of such Member’s equity interest in the Company as of the date of its resignation (or, if less, the amount that such Member would have received on account of such equity interest had such Member not resigned or otherwise withdrew from the Company), as conclusively determined by the Board, on the date which is six (6) months (or such earlier date determined by the Board) following the completion of the distribution of Company assets as provided in 0 to all other Members. Upon a transfer of all of a Member’s Units in a Transfer permitted by this Agreement, subject to the provisions of 0, such Member shall cease to be a Member.

Repurchase Right. If any Member violates the Applicable Laws, whether by action or inaction, such that that Member’s ownership of Units in the Company would cause or has caused the Company’s licenses with the Local Authority to be terminated or revoked, the Company may, at its sole discretion, repurchase that Member’s Units at the Fair Market Value of such Units pursuant to the terms of 0.

DISSOLUTION AND LIQUIDATION

Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substituted Members or the attempted withdrawal or resignation of a Member. The Company shall dissolve, and its affairs shall be wound up, upon:

the unanimous vote of the members of the Board;

the entry of a judicial decree requiring winding up and termination of the Company under Section 8972 of the PAC; or
the issuance of a Certificate of Termination by the Secretary of the Commonwealth under Section 8971 of the PAC.

Except as otherwise set forth in this 0, the Company is intended to have perpetual existence. An Event of Withdrawal shall not cause a dissolution of the Company and the Company shall continue in existence subject to the terms and conditions of this Agreement.

**Liquidation and Termination.** On dissolution of the Company, the Board shall act as liquidator or may appoint one or more Persons as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the PAC. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Board. The steps to be accomplished by the liquidators are as follows:

as promptly as possible after dissolution and again after final liquidation, the liquidators shall cause a proper accounting to be made by a recognized firm of independent certified public accountants of the Company’s assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

the liquidators shall cause the notice described in the PAC to be mailed to each known creditor of and claimant against the Company in the manner described thereunder;

the liquidators shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may reasonably determine); and

all remaining assets of the Company shall be distributed to the Members in accordance with 0 by the end of the Taxable Year of the Company during which the last day of the plan of liquidation of the Company occurs (or, if later, by ninety (90) days after the date of the liquidation).

The distribution of cash and/or property to a Members in accordance with the provisions of this 0 and 0 constitutes a complete return to the Members of their Capital Contributions and a complete distribution to the Members of their Company Interests and all of the Company’s property and constitutes a compromise to which all Members have consented within the meaning of the PAC. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds. If any Member’s Capital Account is not equal to the amount to be distributed to such Member pursuant to 0, Profits and Losses for the Fiscal Year in which the Company is dissolved shall be allocated among the Members in such a manner as to cause, to the extent possible, each Member’s Capital Account to be equal to the amount to be distributed to such Member pursuant to 0.

**Deferment; Distribution in Kind.** Notwithstanding the provisions of 0, but subject to the order of priorities set forth therein, if upon dissolution of the Company the liquidators determine that an immediate sale of part or all of the Company’s assets would be impractical or would result in a
materially adverse economic effect (or would otherwise not be beneficial) to the Members, the liquidators may, in their sole discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy Company liabilities (other than loans to the Company by Members) and reserves. Subject to the order of priorities set forth in 0, the liquidators may, in their sole discretion, distribute to the Members, in lieu of cash, either (a) all or any portion of such remaining Company assets in-kind in accordance with the provisions of 0, (b) as tenants in common and in accordance with the provisions of 0, undivided interests in all or any portion of such Company assets or (c) a combination of the foregoing. Any such Distributions in kind shall be subject to (x) such conditions relating to the disposition and management of such assets as the liquidators deem reasonable and equitable and (y) the terms and conditions of any agreements governing such assets (or the operation thereof or the holders thereof) at such time. Any Company assets distributed in kind will first be written up or down to their Fair Market Value, thus creating Profit or Loss (if any), which shall be allocated in accordance with 0 and 0. The liquidators shall determine the Fair Market Value of any property distributed in accordance with the valuation procedures set forth in 0.

**Cancellation of Certificate.** On completion of the distribution of Company assets as provided herein, the Company is terminated (and the Company shall not be terminated prior to such time), and the Board (or such other Person or Persons as the PAC may require or permit) shall file a certificate of cancellation with the Secretary of the Commonwealth of Pennsylvania, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this 0.

**Reasonable Time for Winding Up.** A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Sections 0 and 0 in order to minimize any losses otherwise attendant upon such winding up.

**Return of Capital.** The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to the Members (it being understood that any such return shall be made solely from Company assets).

**Preemptive Rights.**

Subject to the provisions of 0 below, if the Company proposes to issue and sell any of its Equity Securities to any Person (the “Offeree”), the Company will offer to sell to any Member (or their designee, subject to the last sentence of this 0 (each, a “Preemptive holder”) a portion of the number or amount of such securities proposed to be sold in any such transaction or series of related transactions equal to the product of the Proportionate Share of each such Preemptive holder, multiplied by the number of securities proposed to be issued and sold by the Company in any such transaction or series of related transactions, all on the same economic terms and otherwise on substantially the same terms and conditions as the securities that are being offered to the Offeree in such transaction or series of transactions; provided that if the Offeree is required also to purchase other equity or debt securities of the Company, any Preemptive holder exercising its rights pursuant to this 0 shall also be required to purchase the same strip of securities (on the same economic terms and conditions) that the Offeree is required to purchase.
Notwithstanding the foregoing, the provisions of this Section 0 shall not be applicable to the issuance of securities (i) upon the conversion of Equity Securities of one class into Equity Securities of another class, (ii) upon the conversion of any duly authorized convertible debt or debentures into Equity Securities, or (iii) upon a Unit split or other subdivision or combination of the outstanding Equity Securities.

In connection with the issuance or sale of any Equity Securities to which the preemptive rights described in this Section 0 apply, the Company will cause to be given to each Preemptive holder a written notice setting forth in reasonable detail the terms and conditions upon which it may purchase such securities pursuant to their rights contained in this Section 0 (the “Preemptive Notice”). After receiving a Preemptive Notice, if a Preemptive holder wishes to exercise the preemptive rights granted by this Section 0 such Preemptive holder must give notice to the Company in writing, within ten (10) Business Days after the date that such Preemptive Notice is given, that such Preemptive holder irrevocably agrees to purchase the shares or other securities offered pursuant to this Section 0 on the date of sale to the Offeree (the “Preemptive Reply”). If a Preemptive Reply is not delivered in accordance with this Section 0, securities offered to such Preemptive holder in accordance herewith may thereafter, for a period not exceeding one-hundred-twenty (120) days following the expiration of such ten (10) Business Day period, be issued, sold or subjected to rights or options to any purchaser at a price not less than the price at which they were offered to such Preemptive holder and on other terms and conditions no more favorable in the aggregate to the purchasers thereof than those offered to such Preemptive holder. Any such securities not so issued, sold or subjected to rights or options to any purchaser during such 120-day period will thereafter again be subject to the preemptive rights provided for in this Section 0.

Section 1.2 Drag Along Rights.

(a) If at any time (i) the Board and (ii) the holders of sixty-five percent (65%) of the Units approve a sale of all or substantially all of the Company’s assets determined on a consolidated basis or a sale of a majority of the Company’s outstanding Units to any prospective transferee or group of prospective transferees (whether by merger, exchange, contribution, recapitalization, consolidation, reorganization, combination or otherwise) (collectively a “Drag Along Sale”), the Company shall deliver written notice to the Unitholders, setting forth in reasonable detail the terms and conditions of the Drag Along Sale (including, to the extent then determined, the consideration to be paid with respect to each Unit eligible to participate in such Drag Along Sale). Each Unitholder will be deemed to have consented to and agrees to raise no objections against (and to confirm such consent in writing to) a Drag Along Sale. If the Drag Along Sale is structured as (i) a merger, consolidation or other transaction for which dissenter’s appraisal or similar rights are available under applicable law, each Unitholder will waive any and all dissenter’s rights, appraisal rights or similar rights in connection with such transaction or (ii) a sale of Units (including by recapitalization, consolidation, reorganization, combination or otherwise), each Unitholder will agree to sell all of its Units and rights to acquire Units on the terms and conditions approved by (a) the Board and (b) the holders of sixty-five percent (65%) of the Units and to sign any definitive written sale agreement with respect to such sale, so long as such terms and conditions are not contrary to the provisions of this Section 1.2. Each Unitholder shall be obligated to join in writing on a pro-rata basis (based upon the consideration paid in respect of such Unitholder’s Units in such Drag Along Sale in relation to the aggregate consideration paid in respect of all Units in such Drag Along Sale) in any indemnification,
escrow, holdback or other obligations that the Company agrees to provide in connection with the Drag Along Sale (other than any such non-escrow obligations that relate solely to a particular Unitholder, such as indemnification with respect to representations and warranties given by a Unitholder regarding such Unitholder’s title to and ownership of Units, in respect of which only such Unitholder shall be liable). In addition, each such Unitholder shall agree in writing to the same individual covenants applicable to all Unitholders in their capacity as such (which, for the avoidance of doubt, shall not include any non-competition or non-solicitation covenants). Each Unitholder will take all reasonably necessary actions in connection with the consummation of the Drag Along Sale as reasonably requested by the Board.

(b) The obligations of the Unitholders with respect to an Drag Along Sale are subject to the satisfaction of the following conditions: (i) upon the consummation of the Drag Along Sale and subject to the provisions of this Agreement, each Unitholder will receive its pro-rata share of the aggregate consideration received by other holders of Units in the same form of consideration as any other holder of Units (which portion of consideration, subject to the provisions of this Agreement, shall reflect that as such Unitholder would have received if the aggregate consideration paid in connection with closing such Approved Sale had been paid directly to the Company and then distributed by the Company in a complete liquidation (but without the Company paying any amounts in such liquidation with respect to any obligations that are being assumed by the buyer in connection with such Approved Sale)); (ii) if any holders of Units are given an option as to the form and amount of consideration to be received, each holder of Units will be given the same option; (iii) in no event shall a Unitholder be liable, in connection with any indemnification obligations relating to a Drag Along Sale, for an amount in excess of the consideration received or receivable by such Unitholder in connection with such Drag Along Sale, and (iv) no Unitholder shall be required to make any representations and warranties not made by all the other Unitholders in connection with a Drag Along Sale (except representations and warranties regarding (A) such Unitholder’s ownership of his or its Units to be Transferred free and clear of all liens, claims and encumbrances, other than those arising hereunder, (B) such Unitholder’s power and authority to effect such Drag Along Sale, (C) the valid, binding and enforceable nature of the agreements entered into by such Unitholder in order to effect such Drag Along Sale, and (D) the absence of any legal or contractual impediments to the Drag Along Sale of such Unitholder’s Units).

(c) If the Company or the holders of the Company’s securities enter into any negotiation or transaction for which Rule 506 (or any similar rule then in effect) promulgated by the Securities and Exchange Commission may be available with respect to such negotiation or transaction (including a merger, consolidation or other reorganization), the Unitholders, at the request of the Company, will appoint a purchaser representative (as such term is defined in Rule 501 promulgated by the Securities and Exchange Commission) reasonably acceptable to the Company. If any such Unitholder appoints a purchaser representative designated by the Company, the Company will pay the fees of such purchaser representative, but if any such Unitholder declines to appoint the purchaser representative designated by the Company, such holder will appoint another purchaser representative, and such holder will be responsible for the fees of the purchaser representative so appointed.

(d) Each Unitholder shall bear the out-of-pocket costs of any sale of Units pursuant to a Drag Along Sale which are borne by the Unitholders, to the extent such costs are
incurred for the benefit of all such Unitholders and are not otherwise paid by the Company or the acquiring party, in the reverse order that distributions would be made as set forth in if the aggregate consideration from such Drag Along Sale were distributed to the Unitholders pursuant to. Costs incurred by any Members on their own behalf will not be considered costs of the transaction hereunder.

(e) Subject to the other provisions of this Section 1.2, each Unitholder, whether in his or its capacity as an equity holder, officer or Manager of the Company, or otherwise, shall take or cause to be taken all such actions as may be necessary or reasonably desirable in order to consummate a Drag Along Sale and any related transactions, including, without limitation, executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments; furnishing information and copies of documents; filing applications, reports, returns, filings and other documents or instruments with governmental authorities; and otherwise reasonably cooperating with the Company and the prospective purchaser. In connection with a Drag Along Sale, each Unitholder hereby appoints the Board (i) as the representative to act on behalf of all of such Unitholders and (ii) as its true and lawful proxy and attorney-in-fact, with full power of substitution, to transfer such Units (but solely in compliance with the terms of this Section 1.2) and to execute any purchase agreement or other documentation (but solely in compliance with the terms of this Section 1.2) required to consummate such Drag Along Sale on their behalf. The powers granted herein shall be deemed to be coupled with an interest, shall be irrevocable and shall survive death, incompetency or dissolution of any Unitholder.

(f) The provisions set forth in this Section 1.2 will terminate upon the occurrence of an IPO.

Section 1.3 Public Offering.

(a) If at any time (i) the Board and (ii) the holders of sixty-five percent (65%) of the Units approve a public offering of any of the Equity Securities of the Company to be registered under the Securities Act, the Members and the Company will take all necessary or desirable actions in connection with the consummation of such registered offering; provided that no Member will be required to incur any expense in connection with such registered offering or any reorganization of the Company related thereto (unless such expenses are reimbursed by the Company or such Member is selling Equity Securities in such registered offering). It is the intent of the Members that immediately prior to the initial registered offering of Equity Securities of the Company, regardless of whether pursuant to the immediately preceding sentence and regardless of whether pursuant to a sale by the Company or by any Member, (i) a Delaware corporation will be incorporated (the “Entity”), (ii) the Equity Securities of the Company will be recapitalized or reorganized (whether by merger, exchange, contribution, a combination of the foregoing or otherwise) at the Board’s election into (A) a single class of Common Units of the Entity or (B) classes of capital Unit of the Entity which have the same relative rights and preferences as such Equity Securities and (iii) each Member hereby agrees that it will consent to and vote for a recapitalization, reorganization or exchange of the existing Equity Securities of the Company into capital Unit of the Entity that the Board finds acceptable in its discretion (consistent with the requirements of clause (ii) above) and will take all necessary or desirable actions in connection with the consummation of the recapitalization, reorganization or exchange.
Without limiting the generality of the foregoing, each Member hereby waives any and all dissenters' rights, appraisal rights or similar rights in connection with such recapitalization, reorganization or exchange. The securities to be so held by the Members will be allocated among the Members (or additional securities will be issued to one or more Members) so that, immediately after such recapitalization, reorganization or exchange, each Member holds securities having an aggregate value equal to the amount which such Members would have received if, immediately prior to such recapitalization, reorganization or exchange, the Company had distributed to its Members an aggregate amount equal to the aggregate value of the securities which are to be held by all Members immediately after such recapitalization, reorganization or exchange in a complete liquidation immediately prior to such recapitalization, reorganization or exchange, with each share of such securities, if any, offered to the public as part of such offering having a “value” for such purposes equal to the price per share of sales to the public as part of such offering.

(b) Notwithstanding the foregoing, unless the holders of sixty-five percent (65%) of the Units otherwise agree, any such recapitalization, reorganization or exchange will be structured and implemented in the manner contemplated by Section 1.3.

(c) In connection with any underwritten public offering by the Company, the Entity or any successor thereto of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company’s IPO, the Members and all subsequent holders of Units who derive their chain of ownership through a Transfer from a Member (each an “Owner”) shall not (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any equity securities of the Company, including shares of common stock of the Entity or any successor thereto or any securities convertible into or exercisable or exchangeable for common stock of the Entity or any successor thereto (whether now owned or hereafter acquired) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any equity securities of the Company, including shares of common stock of the Entity or any successor thereto or any securities convertible into or exercisable or exchangeable for common stock of the Entity or any successor thereto (whether now owned or hereafter acquired), whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of securities, in cash or otherwise, without the prior written consent of the Company or its underwriters. Such restriction (the “Market Stand-Off”) shall be in effect for such period of time from and after the effective date of the final prospectus for such underwritten public offering as may be requested by the Company or such underwriters. In no event, however, shall such period exceed one hundred eighty (180) days for an IPO or ninety (90) days for a subsequent underwritten public offering (each, the “Lock-Up Period”), and the Market Stand-Off shall in no event be applicable to (x) any underwritten public offering effected more than two (2) years after the effective date of the Company’s IPO or (y) any equity securities of the Company or any successor (or any securities convertible into or exercisable or exchangeable for equity securities of the Company, the Entity, or any successor thereto) outstanding at such time or thereafter. Notwithstanding the foregoing, if (y) during the period that begins on the date that is seventeen (17) days before the last day of the Lock-Up Period and ends on the last day of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs; or (z) prior to the expiration of the Lock-Up Period the
Company announces that it will release earnings results during the sixteen (16) day period beginning on the last day of the Lock-Up Period, then the restrictions imposed herein shall continue to apply until the expiration of the date that is eighteen (18) days after the date on which the issuance of the earnings release or material news or the material event occurs.

(d) Any new, substituted or additional securities which are by reason of any recapitalization or reorganization distributed with respect to the Units shall be immediately subject to the Market Stand-Off, to the same extent the Units are at such time covered by such provisions.

(e) In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Units until the end of the applicable stand-off period.

**VALUATION**

**Determination.** “Fair Market Value” of any asset, property or equity interest means the amount which a seller of such asset, property or equity interest would receive in an all-cash sale of such asset, property or equity interest in an arms-length transaction with an unaffiliated third party consummated on the day immediately preceding the date on which the event occurred which necessitated the determination of the Fair Market Value (and after giving effect to any transfer taxes payable in connection with such sale), in each case, as such amount is determined by the Board (or, if pursuant to 0, the liquidators) in its good faith judgment and using all factors, information and data deemed to be pertinent; provided, however, that a Member may dispute such determination, in which event such dispute regarding the determination of the Fair Market Value will be resolved by referral to an independent appraiser that is a reputable firm of recognized national or regional standing which is selected mutually by the Board and the disputing Member. The request for such appraisal shall indicate whether such Member believes that such determination of Fair Market Value should be increased or decreased. The determination of such appraiser pursuant hereto will be final and binding, and one-half of the fees and expenses of such appraiser shall be paid by the Member disputing the Board’s determination of Fair Market Value and one-half of the fees and expenses of such appraiser shall be paid by the Company; provided that, if the Fair Market Value proposed by the Board is less than 90% of the value determined by the appraiser, then the party who required such appraisal (if such party requested that such value be increased) or the Company (if the party that required such appraisal requested that such value be decreased) shall pay for all of the fees and expenses of such appraiser; provided further that if the Fair Market Value determined by the appraiser is more than 110% of the value determined by the Board, then the party who required such appraisal (if such party requested that such value be decreased) or the Company (if the party that required such appraisal requested that such value be increased) shall pay for all of the fees and expenses of such appraiser.

**GENERAL PROVISIONS**

**Amendments.**
Subject to 0, the Board, may amend any provision of this Agreement, and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

- a change in the name of the Company or the location of the principal place of business of the Company;
- admission, substitution, removal or withdrawal of Members or Assignees in accordance with this Agreement;
- a change that does not adversely affect any Member in any material respect in its capacity as an owner of Units and is necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any United States federal or state agency or judicial authority or contained in any United States federal or state statute; or
- a change that does not adversely affect any Member in any material respect in its capacity as an owner of Units and cures any ambiguity.

In all other cases this Agreement may be amended or modified upon the consent of the Board and the consent or approval of the Members holding sixty-five percent (65%) of the Units.

**Title to Company Assets.** Company assets shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. Legal title to any or all Company assets may be held only in the name of the Company or a wholly-owned Subsidiary of the Company. All Company assets shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company assets is held.

**Addresses and Notices.** All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if (a) delivered personally or, (b) sent by registered or certified mail, postage prepaid, (c) sent by reputable overnight courier (charges prepaid) or (d) via facsimile confirmed in writing in any of the foregoing manners, to the addresses set forth below, in each case with a follow-up email to the email addresses listed below notifying the addressee of the delivery of such notice or other communication in the manner set forth in clause (b) above, as applicable.

If to the Company: iLera Healthcare LLC
625 Sussex Road
Wynnewood, PA 19096
Attention: Lisa Gray
Email: [DOH REDACTED]

with a copy (which shall not constitute notice) to: Andrews Kurth Kenyon LLP
111 Congress Avenue, Suite 1700
Austin, Texas 78701
Attention: Carmelo Gordian
If to any Member: At such address as indicated on Schedule I, or at such other address or to the attention of such other person as the such Member has specified by prior written notice to the sending party.

If sent by mail, notice shall be considered delivered five (5) Business Days after the date of mailing; if sent by overnight courier with a nationally recognized courier, notice shall be considered delivered the next Business Day after the date of mailing; and if sent by any other means set forth above, notice shall be considered delivered upon actual delivery thereof. Any party may by notice to the other parties change the address to which notice or other communications to it are to be delivered or mailed.

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

**Creditors.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in Company Profits, Losses, Distributions, capital or property other than as a secured creditor.

**Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

**Counterparts.** This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

**Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Any dispute relating hereto shall be heard in the state or federal courts of Pennsylvania, and in connection therewith the parties agree to jurisdiction and venue therein. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

**Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement
is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

**Further Action.** The parties shall execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

**Delivery by Facsimile.** This Agreement and any signed agreement or instrument entered into in connection with this Agreement or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of facsimile (including PDF), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use or delivery of a facsimile of a signature or the fact that any signature or agreement or instrument was transmitted or communicated electronically or through the use of a facsimile machine as a defense to the formation of a contract and each such party forever waives any such defense.

**Offset.** Whenever the Company is to pay any sum to any Member or any Related Person thereof, any amounts that such Member or such Related Person owes to the Company which are not the subject of a good faith dispute may be deducted from that sum before payment.

**Entire Agreement.** This Agreement, the Other Agreements, and those documents expressly referred to herein and therein and other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way, including the Original Agreement.

**Remedies.** Each Member shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any Other Agreement or contract and all of the rights which such Person has under any law. Any Person having any rights under any provision of this Agreement or any Other Agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

**Descriptive Headings; Interpretation.** The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word “including” in this Agreement shall be by way of example rather than by limitation and shall be interpreted without limitation. The use of the words “or,” “either” and “any” shall not be exclusive. The terms “hereby,” “hereof,”
“hereunder,” and any similar terms as used in this Agreement shall refer to this Agreement. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any Other Agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. Wherever required by the context, references to a Fiscal Year shall refer to a portion thereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any Other Agreement, this Agreement shall control but solely to the extent of such conflict.

**Attorneys’ Fees.** If any action, suit or proceeding is brought to enforce or interpret the terms of this Agreement or to protect the rights obtained hereunder, or to recover damages for breach of this Agreement, then, if successful in whole or in part in such action, the prevailing party or parties in such action, suit or proceeding shall be entitled to recover from the non-prevailing party or parties hereto any and all of the costs of suit and reasonable attorneys’ fees incurred by the prevailing party or parties in connection therewith, including attorneys’ fees on appeal, costs and disbursements, in addition to such other relief to which any such prevailing party or parties may be entitled.

* * * * *
IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Limited Liability Company Agreement as of the date first written above.

COMMON UNITHOLDER:

ILERA HOLDINGS LLC

By:

Name: Lisa Gray

Title: Manager
## SCHEDULE I

Members and Commitments

<table>
<thead>
<tr>
<th>Unitholder</th>
<th>No. of Common Units</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>ILERA HOLDINGS LLC</td>
<td>1,000</td>
<td>$100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,000</td>
<td><strong>$100</strong></td>
</tr>
</tbody>
</table>
Attachment C: Property Title, Lease, or Option to Acquire Property Location

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

<table>
<thead>
<tr>
<th>Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other official documents:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Llera Healthcare, LLC</td>
</tr>
<tr>
<td>Principal Business Address: [Redacted]</td>
</tr>
<tr>
<td>[Redacted]</td>
</tr>
</tbody>
</table>
AGREEMENT OF LEASE

DATED: March , 2017

Interchange Corporate Center Condominiums

Condominium Unit 3
420 Plymouth Road
Plymouth Meeting, PA 19462

iLera Healthcare, LLC
(Tenant)

436 Plymouth Road Associates, L.P.
(Landlord)
 AGREEMENT OF LEASE

LEASE made this 17th day of March, 2017 by and between 436 PLYMOUTH ROAD ASSOCIATES, L.P. (hereinafter called "Landlord") and ILERA HEALTHCARE, LLC, (hereinafter called "Tenant").

Landlord and Tenant, intending to be legally bound, hereby agree as follows:

Section 1.  Premises; Use.

(a)  Premises. Landlord leases to Tenant, and Tenant leases from Landlord, for the term and subject to the provisions and conditions hereof, the space (hereinafter referred to as the "Premises" or the "Demised Premises") delineated on the condo plan(s) attached hereto and made a part hereof as Exhibit "A" (the "Condo Plan") consisting of approximately 3,000 rentable square feet of space located within a building ("Building") which is constructed on condominium unit 3 (the "Unit") in the campus ("Campus") of the Interchange Corporate Center Condominium ("Condominium"). The Building has a street address of 420 Plymouth Road, Plymouth Meeting, Pennsylvania. The Building contains approximately 3,000 rentable square feet.

(b)  Use. Tenant may use the Premises for the storage, marketing, sale, and dispensing of State-legal Medical Marijuana Products and State-legal Medical Marijuana-related products in connection with a Permitted Medical Marijuana Dispensary under the auspices of 35 P.S. §10231.101, et seq., 28 Pa. Code §§1141, 1151, and 1161 ("Tenant’s Business"), subject to the approval of all governmental authorities and the Condominium Association, and for no other purpose without prior written consent of Landlord.

Section 2.  Lease Term; Option to Renew; Landlord's Work; Lease Year.

(a)  Term.

(i)  (A)  The term of this Lease ("Term") shall commence on April 1, 2017 (the “Commencement Date”).

(B) Landlord has no obligation to make any improvements, alteration or repairs to the Premises.
(C) Tenant shall have no obligation to pay Minimum Rent under this Lease until October 1, 2017 ("Rent Commencement Date"). However, if Tenant takes possession of the Premises prior to the Rent Commencement Date, Tenant shall pay Landlord the first month’s rental as well as all Additional Rent to the date preceding the Rent Commencement Date (September 30, 2017), at which time Tenant shall be responsible for Rent and Additional Rent i.e. taxes, insurance, common area maintenance and operations and all utilities, unless this Lease was terminated prior to the Rent Commencement Date.

(ii) Tenant's taking possession of the Premises shall constitute a representation by Tenant that the Premises is in satisfactory condition and Tenant shall be deemed to have accepted the Premises in their AS-IS, WHERE IS CONDITION, WITH ALL FAULTS and without any representation or warranty, express or implied, from Landlord as to its fitness or condition, except as specifically provided in this Lease. Other than as specifically set forth in this Lease, neither Landlord, Tornetta Realty Corp. ("Agent") nor any other representative of Landlord has made any promises to decorate, alter, repair or improve the Premises.

(iii) Unless earlier terminated or extended in accordance with the provisions of this Lease, the Term shall end at 11:59 P.M. on the day before the one hundred twentieth (120th) month anniversary of the Rent Commencement Date, being September 30, 2027.

(b) Option to Renew.

(i) Subject as set forth below, Tenant shall have the right to renew the Term for two (2) renewal terms of five years each (each, an "Option Term"), the first Option Term commencing on the day following the end of the initial one hundred twenty (120) month Term and the second Option Term commencing on the day following the end of the first Option Term. Renewal shall be on the same terms and conditions as are in effect immediately prior to the expiration of the initial term except for the adjustment of the Minimum Rent as described in Section 3 and except there shall be no rent abatements, construction allowances or other concessions for or with respect to either Option Term.

(ii) Notwithstanding anything to the contrary in this Lease, Tenant's right to exercise each option is subject to the following conditions precedent:

(A) Tenant shall give Landlord written notice of Tenant's election to renew at least nine (9) months prior to the expiration of the then-
current Term, such time period being of the essence;

(B) This Option shall be extended only upon the express condition that no Event of Default exists at the time said option is exercised on the start of the new lease term;

(iii) The "Term" of this Lease shall automatically be deemed to include any Option Term.

(c) **Lease Year.** The Term "Lease Year" shall mean each one-year period during the Term beginning on the Rent Commencement Date and each anniversary thereof.

**Section 3. Rent; Late Charges, Non-Refundable Deposit, Additional Rent.**

(a) **Minimum Rent.** This is a Net/Net/Net Lease with Tenant being responsible for all costs in the operations, repair and replacement within said Condo unit, and all Additional Rent.

(i) Subject as set forth below, commencing on the Rent Commencement Date and on the first (1st) day of each month thereafter during the Term, Tenant shall pay to Landlord without notice, demand, set-off, deduction or counterclaim, the monthly installment of annual Minimum Rent as set forth in the chart below by (A) check sent to Landlord to Tornetta Realty Corp., 910 Germantown Pike, Plymouth Meeting, PA 19462 or (B) wire transfer of immediately available funds.

(iii) During the initial Term of this Lease, Minimum Rent shall be due and payable as set forth in the chart below.

<table>
<thead>
<tr>
<th>MONTH</th>
<th>MONTHLY INSTALMENTS</th>
<th>ANNUAL MINIMUM RENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencement Date – April 1, 2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent Commencement Date – October 1, 2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Months 1-12</td>
<td>$10,416.66</td>
<td>$125,000.00 N/N/N</td>
</tr>
<tr>
<td>Months 13-24</td>
<td>$10,729.16</td>
<td>$128,750.00 N/N/N</td>
</tr>
<tr>
<td>Months 25-36</td>
<td>$11,051.04</td>
<td>$132,612.50 N/N/N</td>
</tr>
<tr>
<td>Months 37-48</td>
<td>$11,382.57</td>
<td>$136,590.87 N/N/N</td>
</tr>
<tr>
<td>Months 49-60</td>
<td>$11,724.05</td>
<td>$140,688.60 N/N/N</td>
</tr>
<tr>
<td>Months 61-72</td>
<td>$12,075.77</td>
<td>$144,909.25 N/N/N</td>
</tr>
<tr>
<td>Months 73-84</td>
<td>$12,438.04</td>
<td>$149,256.53 N/N/N</td>
</tr>
<tr>
<td>Months 85-96</td>
<td>$12,811.18</td>
<td>$153,734.23 N/N/N</td>
</tr>
<tr>
<td>Months 97-108</td>
<td>$13,195.52</td>
<td>$158,346.26 N/N/N</td>
</tr>
<tr>
<td>Months 109-120</td>
<td>$13,591.38</td>
<td>$163,096.64 N/N/N</td>
</tr>
</tbody>
</table>
(iv) Minimum Rent due and payable during each month of each Option Term is set forth below:

<table>
<thead>
<tr>
<th>MONTHS</th>
<th>MONTHLY INSTALLMENTS</th>
<th>ANNUAL MINIMUM RENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Option Term 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Months 121-132</td>
<td>$14,166.66</td>
<td>$170,000.00 N/N/N</td>
</tr>
<tr>
<td>Months 133-144</td>
<td>$14,591.66</td>
<td>$175,100.00 N/N/N</td>
</tr>
<tr>
<td>Months 145-156</td>
<td>$15,029.41</td>
<td>$180,353.00 N/N/N</td>
</tr>
<tr>
<td>Months 157-168</td>
<td>$15,480.29</td>
<td>$185,763.59 N/N/N</td>
</tr>
<tr>
<td>Months 169-180</td>
<td>$15,944.70</td>
<td>$191,336.49 N/N/N</td>
</tr>
<tr>
<td><strong>Option Term 2</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Months 181-192</td>
<td>$16,250.00</td>
<td>$195,000.00 N/N/N</td>
</tr>
<tr>
<td>Months 193-204</td>
<td>$16,737.50</td>
<td>$200,850.00 N/N/N</td>
</tr>
<tr>
<td>Months 205-216</td>
<td>$17,239.62</td>
<td>$206,875.50 N/N/N</td>
</tr>
<tr>
<td>Months 217-228</td>
<td>$17,756.81</td>
<td>$213,081.76 N/N/N</td>
</tr>
<tr>
<td>Months 229-240</td>
<td>$18,289.51</td>
<td>$219,474.21 N/N/N</td>
</tr>
</tbody>
</table>

(b) Payment; Late Charge.

(i) If any amount due from Tenant to Landlord is not paid within five (5) days of its due date, Tenant shall also pay as Additional Rent a late fee of five percent (5%) of the total payment then due for the purpose of defraying the expense incident to handling such overdue or delinquent payment. If such payment is not made within thirty (30) days from its due date, Tenant shall also pay interest collectible at twelve percent (12%) per annum until said rent and late fee are paid. The late fee shall accrue on the fifth day after a payment's due date, provided, such shall not change the due date of any payment nor affect Landlord's right to declare an Event of Default for a late payment. Notwithstanding the foregoing Landlord shall provide notice no more than once in each twelve (12) month period of a late payment.

(ii) If Landlord shall at any time or times accept a late payment of Rent, such acceptance shall not excuse delay upon subsequent
occasions, or constitute or be construed as a waiver of any of Landlord's rights to
declare a default, to collect late charges, or otherwise.

(c) **Non-Refundable Deposit ("Deposit")**

(i) Simultaneously with execution of this Lease by Tenant,
    Tenant shall deposit with Landlord the sum of Sixty-two Thousand Five Hundred
    Dollars and zero/cents ($62,500.00) ("Deposit").

(ii) If Tenant has not obtained a license from the
    Commonwealth of Pennsylvania to operate Tenant's Business at the Premises and
    terminates this Lease pursuant to Paragraph 47, the Deposit shall be non-refundable
    to Tenant. This Deposit shall immediately be turned over to Landlord and shall be
    non-refundable for any reason whatsoever, including the possibility that Tenant may
    not be approved for said use by the proper authorities at this location. It is
    understood that said Deposit paid to Landlord is in consideration of Landlord to
    cease marketing the Premises during Tenant's limited approval period as indicated
    in this Lease.

(d) **Additional Rent.**

(i) The term "Additional Rent" shall mean Tenant's Share of
    Taxes and Operating Expenses as set forth in Section 4 and all other sums not
    included in Minimum Rent that Tenant is obligated to pay to Landlord from time to
    time pursuant to the terms of this Lease including, without limitation, all sums
    which may become due by reason of Tenant's failure to comply with any of the
    terms, conditions and covenants of the Lease to be kept and observed by Tenant and
    any and all damages, costs and expenses (including, without limitation, reasonable
    attorney fees) which Landlord may suffer or incur by reason of any default by
    Tenant. Without limiting the foregoing, Tenant shall be responsible for all
    reasonable attorneys' fees incurred by Landlord in any court proceeding in which
    Landlord prevails or in any bankruptcy proceeding relating to the exercise of
    Landlord's rights under the Bankruptcy Code, including, without limitation,
    Landlord's rights under Sections 362, 365 and/or 503 of the Bankruptcy Code.
    Landlord shall have the same rights and remedies with respect to collection of
    Additional Rent as exist for collection of Minimum Rent.

Section 4. **Taxes: Common Elements, Maintenance of Common Elements**

(a) As "Additional Rent", Tenant shall pay Tenant's Share of:
    Taxes, insurance, common area maintenance, including charges for the General
Common Elements and Limited Common Elements within the Condominium, any and all costs reasonably incurred for the operation, repair, replacement, and maintenance of the Unit (except to the extent caused by the gross act or omission of Landlord or any other owner or tenant of a unit in the Condominium), and any other costs and charges payable as Additional Rent as outlined in this Lease.

(A) "Taxes" shall mean all real estate taxes and assessments, general or special, ordinary or extraordinary, foreseen or unforeseen, imposed upon the Unit and the Building including any Rent or Occupancy Tax. Tenant agrees to pay as additional rent, in addition to the minimum rental hereon reserved, all taxes assessed or imposed upon Unit "3" and its proportionate share of the general common elements and certain limited common elements, as shown on the Site Plan and as described in the Condominium Documents, during the term of this Lease, renewals or extensions thereof. Tenant’s obligation to pay taxes shall commence upon possession. Tenant shall pay to Landlord all real estate taxes attributable to and levied or assessed against the Leased Premises during the term of this Lease as it may be extended. Landlord shall submit to Tenant a copy of tax bill authorized and prepared by the tax authorities, as well as a bill prepared by Landlord as to Tenant’s share of taxes. Tenant shall at all times be responsible for and shall pay before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any personal property of any kind owned, installed or used by Tenant, as well as all rent, occupancy, use, amusement or vending machine taxes, now or hereafter imposed. The amount due hereunder on account of such taxes shall be a portion for that part of the first and last fiscal years covered by the term hereof of the county, township, and school real estate taxes.

Tenant’s tax payment shall be paid by Tenant to Landlord at least thirty (30) days before the expiration of any discount period (provided Landlord has delivered a copy of such bill to Tenant) or, in any event, thirty (30) days after such bill is submitted to the Tenant. A bill submitted by Landlord to Tenant shall be conclusive evidence of the amount of taxes assessed or levied, as well as the items taxed. As long as Landlord receives the tax bill within sufficient time to take advantage of any applicable discount, bills for payment will be sent to Tenant within sufficient time for Tenant to take advantage of such applicable discount.

Notwithstanding the above, Landlord, at its option, may elect to bill Tenant monthly for said taxes and Tenant must comply with same.

If the present system of local real estate taxation shall be partially or wholly changed, Tenant shall be obligated to pay its share of the taxes including those described above, enacted in lieu of said local real estate taxes, based on a proportionate share as reasonably determined by the Landlord to be equitable.
Tenant shall have the right to commence, after prior notification to Landlord, any tax proceeding, action or the like, pertaining to the Premises, to obtain a tax credit, abatement, or other such award, at its own cost and expense. Landlord hereby agrees to execute any documents within reason and without cost to Landlord. Any award, credit, or abatement received therefrom, or otherwise, which pertains to the Premises shall inure exclusively to the benefit of the Tenant during the term of this Lease.

(B) "Declaration" shall mean the Declaration of Condominium for The Interchange Corporate Center Condominium and all amendments, modifications, supplements, addenda, exhibits and supplements thereto, attached as Exhibit "B". This Lease is subject to the Declaration and Tenant shall abide by and be subject to all terms, conditions, easement and provisions of the Declaration and otherwise to all easements, restrictions, benefits and burdens appurtenant to, burdening or benefiting the Unit and the Campus. Any capitalized terms defined in the Declaration shall have the same meaning in this Lease unless otherwise defined herein.

"Tenant's Proportionate Share" shall include all those Operating Expenses levied on Tenant's Unit as well as Tenant’s proportionate share of the Common Elements of the Condominium.

Common Elements. During the entire term of this Lease and any extensions thereof, the Condominium Association shall maintain the General common elements, and certain Limited common elements, as shown on the Site plan. The definition for the general common elements and limited common elements shall be shown on the Site plan and defined in Article 3 of the Condominium Declaration, attached hereto as Exhibit “B”. During the entire term of this Lease and any extensions thereof, Tenant shall maintain and repair the limited common elements of the Leased Premises as shown on the Site Plan. Such limited common elements associated with Unit "3" shall not be altered or changed without written consent of Landlord, and the Condominium Association. The obligation to maintain limited common elements in good condition and repair shall, without limiting the generality thereof, include those duties described in the Condominium Declaration, as described in the Condominium Document, as well as the following:

(a) Maintaining the surfaces in a reasonably level, smooth and evenly covered condition with the type of surfacing material similar to the material originally installed as to same color of final wearing coat of blacktop or of similar
quality, use and durability, repair and replacement where necessary;

(b) Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep said areas in a neat, clean and orderly condition;

(c) Placing, keeping in repair, and replacing any necessary appropriate direction signs, markers and lines; and operating, keeping in repair and replacing, when necessary, such artificial lighting facilities as shall be reasonably required;

(d) Maintaining any perimeter walls in a good condition ad state of repair;

(e) Maintaining and keeping in good repair all curb, sidewalks, guardrails, concrete curb barriers and directional signs.

(f) Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping said areas at all times adequately weeded, fertilized and watered.

(g) During the term of this Lease, Landlord and the Condominium Association shall have the right to enact reasonable rules for all tenants concerning the conduct and operations of the parking and outside common elements of the entire Condominium.

(h) Maintaining the basin that is located in Unit "3" as shown on the Site Plan.

(C) Cost of Maintenance of Common Elements. Tenant shall be responsible, at its sole cost and expense, for the maintenance and repair of the limited common elements as shown on the Site Plan and as described in the Condominium Documents. Tenant shall pay its proportionate share being ten percent (10%) of the expenses of maintaining and repairing the general common elements and certain limited common elements of the Condominium. Tenant's share is based upon the proportionate share of Unit "3" to that of all the units in the Condominium, as set forth in the Condominium Documents. In each lease year, after copies of specific bills are submitted to Tenant, Tenant shall pay to Landlord its proportionate share.

For the purpose of this Section, the operating cost means the total cost and
expense incurred in operating, replacing, and maintaining the general common elements and certain limited common elements, excluding only items of expense commonly known and designated as carrying charges, but specifically including, without limitation, gardening and landscaping, the cost of public liability and property damage insurance, repairs (except to the extent caused by gross negligence or misconduct of any owner or lessee of a unit), line painting, lighting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on machinery and equipment used in such maintenance, the cost of personnel to implement such services, to direct parking, and to police the common elements, and such other costs as the Condominium Association shall assess to the units, and an administrative fee not to exceed ten percent (10%) of all the foregoing costs (excluding real estate taxes and assessments) to cover the Condominium Association’s administrative and overhead cost.

Additional rent due under this Section shall be payable thirty (30) days after receipt by Tenant of a bill from Landlord setting forth the amount due from Tenant hereunder, together with reasonable back-up information if requested by Tenant. Landlord shall have the right to estimate the amount reasonably due from Tenant hereunder, for any year, and to so notify Tenant, in which event Tenant shall pay one-twelfth (1/12) of the estimated amount with each monthly rental payment, and any necessary adjustment shall be made within sixty (60) days after the end of the year.

(D) As Additional Rent, Tenant shall be responsible to pay Landlord for operating expenses:

(A) fuel;

(B) tools and supplies;

(C) management fees;

(D) window cleaning, trash removal, and painting;

(E) sales or use taxes on supplies and services;

(F) the amortized cost of Essential Capital Improvements as defined in and to the extent permissible under Section 4 below;

(G) expenses for the upkeep, repair, replacement, maintenance and operation of the Building and Unit and their common areas and facilities, including, without limitation, roof, hallways, sidewalks, driveways,
parking areas and accessways, landscaping, ground maintenance, sanitation control, cleaning, lighting, snow removal, janitorial expense, supplies, parking area and driveway resurfacing, fire protection, policing, security and security systems [provided, Landlord has no obligation to provide any policing, security or security systems for the Building or Unit];

(H) costs of alterations and improvements to the Building or the Unit made pursuant to all requirements and restrictions contained in or promulgated pursuant to the Declaration or other document placed of record applicable to or affecting the Building or Unit and any "Governmental Requirements" (defined below), to the extent such costs are not capital in nature (unless, and to the extent, they constitute Essential Capital Improvements) and which are not the obligation of Tenant. For this purpose, "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Building or Unit (including, without limitation, the Demised Premises) including, but not limited to, building and zoning codes, fire code, 42 U.S.C. Section 12101 et seq. and its regulations (the "ADA") and the provisions of, and regulations promulgated pursuant to, Pennsylvania Act 1988-166 governing accessibility by persons with physical disabilities;

(I) without limiting any of the foregoing, any other expense or charge which, in Landlord’s judgment, is usual and customary in the operation or management of first class commercial buildings in the Plymouth/Blue Bell area.

Notwithstanding anything contained herein to the contrary, the term "Operating Expenses" shall not include: (A) the cost of redecorating the Building; (B) wages, salaries or fees paid to executive personnel of Landlord; (C) any charge for interest or rents paid or incurred by Landlord; (D) any charge for Landlord’s income tax, excess profit taxes, franchise taxes or similar taxes on Landlord’s business; (E) commissions; (F) expenses covered by insurance proceeds or proceeds of condemnation; (G) expenses incurred by Landlord to lease space to new tenants or to retain existing tenants, including advertising and promotional expenditures; (H) expenses incurred by Landlord to enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing, sale or syndication of the Building or Unit; (I) expenses for the replacement of any item covered under warranty; (J) cost to correct any penalty or fine incurred by Landlord due to Landlord’s violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Landlord of any of the Operating Expenses or Condominium fees or assessments; (K) cost of repairs necessitated by
Landlord's gross negligence or willful misconduct, (L) fees paid to affiliates of Landlord to the extent such fees exceed the customary amounts charged for the services provided.

**Payment of Tenant's Proportionate Share of Taxes and Operating Expenses if requested by Landlord:**

(i) Tenant shall pay Tenant's Proportionate Share of Taxes and Operating Expenses within thirty (30) days after receipt by Tenant of a statement from Landlord setting forth the amount due; provided, in lieu thereof, Landlord shall have the right to estimate the amount due from Tenant for any calendar year or portion thereof and to so notify Tenant, in which event, as Additional Rent, Tenant shall pay one-twelfth (1/12) of the estimated amount with each monthly payment of Minimum Rent (the "Estimated Share").

(ii) (A) On or before April 30th of each calendar year during the Term, Landlord shall furnish to Tenant a reconciliation statement setting forth (A) the actual Taxes and Operating Expenses for the previous calendar year ("Expense Statement"). As soon as available before January 1 of any calendar during the Term, Landlord shall also furnish to Tenant a budget ("Budget") of estimated Operating Expenses and Taxes, with reasonable detail, for the next calendar year, together with Tenant's Estimated Share to be paid as set forth above.

(B) In the event of any shortfall between Tenant's payments of its Estimated Share for a given calendar year and Tenant's Proportionate Share based on the actual Operating Expenses and Taxes for such calendar year, Tenant shall pay the difference as Additional Rent on the first day of the next calendar month after presentation of Landlord's reconciliation statement. In the event of overpayment, Tenant shall be entitled to a credit against the next month's Estimated Share. Any payment due from Tenant to Landlord, or any refund due from Landlord to Tenant, on account of Taxes and Operating Expenses not yet determined as of the expiration of the Term shall be made within twenty (20) days after the determination by Landlord of the actual Taxes and Operating Expenses for such period. If, upon expiration of the Term, the amount of any Additional Rent due pursuant to this Section 4(b) has not yet been determined, an appropriate payment from Tenant to Landlord, or credit or refund from Landlord to Tenant shall be made promptly after such determination.

(iii) Landlord agrees to keep in its main administrative offices full and complete records of Operating Expenses for each calendar year for a period of not less than two (2) years after Landlord gives Tenant the Expense Statement for
such calendar year. For purposes of permitting verification by the Tenant of the Operating Expenses reported by Landlord, upon not less than ten (10) days' written notice given during such two year period, Tenant shall have the right to audit or cause to have audited Landlord's books and records with respect to Operating Expenses for such year. Tenant may exercise this right no more than once in any twelve-month time period during the Term. All information disclosed to Tenant pursuant to this Section shall remain confidential.

Section 5. Renovations to the Demised Premises By or On Behalf of Tenant.

(a) Payment. Tenant shall pay for any work performed and for any equipment, fixtures or other items which (i) Tenant performs, installs or constructs in the Demised Premises or (ii) which Landlord performs, installs or constructs in the Demised Premises at Tenant's request, subject to the terms hereof. Tenant shall pay Landlord within thirty (30) days after the later of completion of the work or receipt of a bill therefor showing Landlord's actual cost of labor and materials, plus fifteen percent (15%) for overhead and supervision. Upon written request, Landlord shall provide Tenant with copies of invoices or other evidence of underlying charges. All such payment obligations to Landlord are Additional Rent.

(b) Tenant's Plans; Tenant Work.

(i) Landlord's approval of any Tenant's Plans or any other plans or specifications provided by Tenant for improvements to the Premises ("Tenant's Plans") shall not be unreasonably withheld, delayed or conditioned, unless said improvements affect the structure of the building, or exceed Twenty-five Thousand Dollars ($25,000.00) in cost. Landlord's approval shall not constitute or be deemed as a representation or warranty by Landlord that the Tenant's Plans comply with law or Governmental Requirements. Approval is solely for the purpose of protecting Landlord's interest in the Demised Premises and Building.

(ii) Landlord has the right to inspect any work performed by Tenant, but has no obligation to do so. Tenant is not entitled to rely on any inspection by Landlord as assurance that the work has been properly performed or complies with the Tenant's Plans or applicable laws, codes or regulations.

(iii) (A) Tenant shall not make any alteration of or addition to the Premises without the prior, written approval of Landlord; Notwithstanding anything contained herein to the contrary, Landlord's approval shall not be required for any work less than Twenty-five Thousand Dollars ($25,000.00) in cost, for non-structural interior alterations and further provided (1) no Building systems,
structural elements or areas outside of the Premises are affected by such proposed alteration, and (2) reasonably detailed plans and specifications for construction of the work, including but not limited to any and all alterations having any impact on or affecting any electrical systems, telecommunications systems, plumbing, HVAC, sprinkler system and interior walls and partitions, are furnished to Landlord in advance of commencement of any work for Landlord's review and approval. All such alterations and additions, as well as all fixtures, equipment, improvements and appurtenances installed in and affixed to the Premises on or after the Tenant Possession Date (but excluding Tenant's trade fixtures and modular furniture systems) shall, upon installation, become and remain the property of Landlord.

(B) Tenant shall not make or cause to be made any alterations, additions, roof penetrations, or any other improvements to the Premises which require a permit, nor may Tenant install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, exterior shades or awnings or make any changes to the exterior of the Building or any interior changes affecting the Building structure or any Building system without first obtaining Landlord's written approval and consent.

(C) All such alterations and additions, including but not limited to any wiring and cabling, shall be maintained by Tenant in the same manner and order as Tenant is required to maintain the Premises generally.

(D) All alterations and additions by Tenant shall be performed in strict accordance with the plans and specifications therefor submitted to and approved by Landlord, in a good and workmanlike manner and in conformity with all Governmental Requirements. As a condition precedent to commencing or continuing such work, Landlord shall first have approved in writing any contractors who will perform such work, which approval shall not be unreasonably withheld, delayed or conditioned. All work shall be performed in strict accordance with plans approved in writing by Landlord. Tenant and its employees, agents, contractors, and suppliers will not interfere in any material respect with the performance of any work anywhere else in the Building or Campus by any of Landlord, Landlord's contractors or any other tenant or tenant's contractors.

(E) Tenant shall be responsible at Tenant's cost to obtain all permits, licenses and approvals necessary for (A) all work performed by Tenant in the Demised Premises and (B) Tenant's permitted use of the Demised Premises, including operating permits, occupancy permits, use permits, construction permits, electrical and plumbing permits, signage permits and other governmental
approvals. Tenant shall diligently proceed to obtain all such permits and approvals and shall, upon receipt of said permits and approvals, furnish Landlord with a copy thereof showing the permits and approvals are not subject to unreasonable conditions.

(F) Tenant shall indemnify, protect, defend and hold Landlord and Landlord's Agent free and harmless from any costs, fees, damages, losses, expenses (including attorney fees), claims, demands or lawsuits relating to any work in the Demised Premises performed by Tenant, its employees, agents or contractors.

(G) Before commencing any alterations, improvements or additions, including any Tenant Work, Tenant shall, at its own cost and expense, procure and pay for comprehensive public liability insurance against loss or liability in connection with personal injury or death from any accident, as well as insurance against damage to any property during the course of the alterations, improvements or additions, workers' compensation insurance and course of construction insurance, all with limits of coverage and with insurance companies satisfactory to Landlord. Such insurance shall include Landlord's interest in the Building and Unit and name Landlord and Landlord's Agent, Tornetta Realty Corp., as an additional insured and, as to property damage, shall name Landlord as loss payee. Satisfactory evidence that such insurance is in existence shall be furnished to Landlord before and as a condition precedent to Tenant's commencement or continuation of any alterations, improvements or additions.

Tenant shall submit a copy of "as-built" plans to Landlord upon completion.

(H) Liens.

(i) Tenant shall promptly pay all contractors and materialmen hired by Tenant so as to eliminate the possibility of a lien attaching to the Demised Premises or Building. Upon completion of any Tenant Work or other work, Tenant shall give Landlord an affidavit from Tenant and Tenant's general contractor stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed. Should any such lien be asserted or filed, Tenant shall bond against or discharge the same within thirty (30) days.

(ii) Tenant shall also indemnify, defend and hold harmless Landlord, at Tenant's sole cost and expense, from and against any judgment, expense (including attorney fees), liability, action, suit or proceeding which may be
brought for the imposition or enforcement of such lien, liens, or orders, and Tenant shall pay any damages and satisfy and discharge any judgment entered thereon and save harmless Landlord from any claim or damage resulting thereon. To enforce or protect its rights under this Section 5, Landlord shall have the right to retain counsel at Tenant's sole cost and expense.

Section 6.  Conduct of Business by Tenant.

(a)  Tenant's Use of Premises. This Lease is granted upon the express condition that Tenant and/or any other occupants of the Demised Premises shall not, except with Landlord's prior approval, use or permit the use of these Demised Premises, in whole or in part, for any other business or purpose than as set forth in Section 1. The breach of any of the foregoing obligations or restrictions shall constitute an Event of Default, entitling Landlord to all rights and remedies set forth in this Lease.

(b)  Operation of Tenant's Business. Except when Tenant is closed for business due to renovations or because of the occurrence of a casualty or force majeure event, Tenant shall operate all of the Premises during the entire Term with due diligence and efficiency and will maintain adequate supplies and personnel for the efficient service of its patients and customers. Tenant shall conduct its business in the Premises during the customary days and hours for such type of business in the city or trade area in which the Condominium is located and will keep the Premises open for business during the same days, nights and hours as a majority of other businesses located in the Condominium. The foregoing obligations are of the essence of this Lease.

(c)  Operation. Tenant shall not exceed the capacity of any of the electrical conductors and equipment in the Demised Premises or Building and shall not install any equipment of any kind or nature whatsoever which would or might necessitate any changes, replacements or additions to (or which might cause damage to) the plumbing system, heating system, air conditioning system or the electrical system servicing the Premises or any other portion of the Building without the prior written consent of Landlord, which consent Landlord may withhold in Landlord's sole discretion. In the event such consent is granted, all costs in connection with such replacements, changes or additions shall be paid for by Tenant in advance.

Section 7.  Signs.

(a)  Permitted Signage. Tenant shall not place, maintain or allow
anyone else to place or maintain any sign, awning, canopy or advertising matter or thing of any kind on any exterior door, wall or window of the Premises or Building, nor shall Tenant place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises or Building, nor on any Building signage or monument signage on the Condominium, without in any such case first obtaining Landlord's written approval and consent. In any such case, it shall be Tenant's sole responsibility and cost to obtain any sign permits and approval from any governmental authorities.

(b) **Cost.** All costs of design, construction and installation of Tenant's sign(s) and further including, but not limited to, any and all future repairs, replacements and maintenance, except to the extent caused by the gross negligence or intentional misconduct of Landlord or the Condominium Association, shall be at Tenant's sole cost and expense. Tenant shall maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

(c) **Removal.** Upon expiration or prior termination of this Lease, Tenant shall, at the option of Landlord, remove all interior and exterior signage and other advertising material, making all repairs as reasonably necessary as a result of said removal.

Section 8. **Repairs and Maintenance.**

(a) **Maintenance by Tenant.**

(i) Except as otherwise provided in this Lease, Tenant covenants throughout the Term, at Tenant's sole cost and expense, to keep the Premises, including exterior entrances, exterior door, door frames, hardware and hinges, all glass and window moldings and all partitions, locks, closures, light bulbs, interior walls, doors, Tenant's signs, fixtures, light bulbs, ballasts, tubes, exit lights, emergency lights, equipment and appurtenances thereof (including lighting, heating, and plumbing fixtures and systems, and any air conditioning fixtures and system components) in good repair, order and condition, making all repairs or replacements thereto as may be required or necessary, all replacements and repairs to be of the same quality, design and class as the original work; provided, Landlord may replace plate glass at Tenant's cost. Tenant shall maintain the safe and all security boxes and keys in good condition.
(ii) Any repairs and any labor performed or materials furnished in, on or about the Premises shall be performed and furnished by Tenant in strict compliance with all applicable laws, regulations, ordinances and requirements of all duly constituted authorities or governmental bodies having jurisdiction over the Building and any reasonable regulations imposed by Landlord or the Interchange Corporate Center Condominium Association ("Condominium Association") pertaining thereto.

(iii) If Tenant refuses or neglects to maintain, repair or replace property to the reasonable satisfaction of Landlord as required by the terms of this Lease and within a reasonable period (but in no event more than fifteen (15) days or such longer period as is reasonably necessary, so long as Tenant commences the repair within fifteen (15) days after demand by Landlord), then Landlord may make and perform such repairs, maintenance or replacements without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, provided Landlord uses commercially reasonable efforts to minimize disruption of or damage to Tenant's business operated in the Demised Premises. Upon completion, Tenant shall pay Landlord's third party labor and material costs for making such repairs or replacements plus twenty percent (20%) for overhead. Such sum shall be due and payable as Additional Rent promptly upon presentation of an invoice.

(v) Tenant shall, at its sole cost and expense, beginning on the Tenant Possession Date, maintain in full force and effect a preventative maintenance and service contract with a reputable service provider satisfactory to Landlord in Landlord's reasonable discretion, for maintenance of the HVAC systems of the Demised Premises, which contract shall provide for a minimum of four (4) inspections per year in the aggregate (the "HVAC Maintenance Contract"). Tenant shall give Landlord a copy of each annual HVAC Maintenance Contract upon its execution. Should Tenant fail to service the HVAC systems or provide the maintenance contract at the inception of the Term and at least ten (10) days before each renewal term of the contract, or provided Landlord with quarterly inspection reports, then this work may be done by Landlord and Tenant shall immediately pay Landlord for the cost of the work, together with a service charge of fifteen (15%) percent, all as Additional Rent.

(vi) At all times during the term of this Lease and any extension or renewal hereof, Tenant, at its cost, shall comply with, and shall promptly correct any violations of, (A) all requirements of any insurance underwriters, or (B) any Governmental Requirements relating to Tenant's use and occupancy of the Demised Premises; including, without limitation, however, any
renovations of restrooms in the Demised Premises in order to comply with ADA or similar laws or regulations, and for compliance with the ADA with respect to the design, layout, construction, renovation, redecorating, refurbishment, alteration or improvement to the restrooms within the Premises made or requested by Tenant.

(vii) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, damages, claims of third parties, costs of correction, expenses (including reasonable attorney's fees and cost of suit or administrative proceedings) or fines arising out of or in connection with Tenant's failure to comply with Governmental Requirements.

(viii) Further, Tenant shall be responsible for the cleanliness of the Premises and shall be responsible, at Tenant's sole cost and expense, for the separation, recycling, and removal of Tenant's waste materials and trash to conform with any and all governmental rules and regulations. Tenant shall also be responsible for any Waste Generation Fee imposed by any governmental authority. Landlord may request Tenant to empty trash daily and, if necessary in Landlord's opinion, to temporarily store within the Premises any trash or garbage refuse until disposed of by Tenant's trash collector. Landlord may request special disposal exclusively for Tenant's use in order to prevent odors and unhealthy conditions. If so requested, such special disposal will be at Tenant's full cost and expense. Landlord shall have the right to designate the location of all dumpsters and Tenant agrees to comply with all Board of Health rules and regulations. The initial dumpster location is set forth in Exhibit "A-1".

(viii) The provisions of this Section shall survive the expiration or termination of this Lease.

Section 9.

(a) Right of Entry. Landlord reserves the right to enter the Building during normal business hours upon at least twenty-four (24) hours prior written notice to Tenant to inspect the same (other than those areas of the Leased Premises in which Medical Marijuana Products are being loaded into or out of transport vehicles; stored or packaged for sale, otherwise known as Limited Access areas, unless Lessor has obtained approval for such entry from the Pennsylvania Department of Public Health Medical Use of Marijuana Program regulators, and/or otherwise complied with applicable legal requirements, including 28 Pa. Code §1161.30 regarding visitor access to dispensary facilities) at a mutually agreeable time. Landlord further reserves the right, upon at least twenty-four (24) hours prior written notice to Tenant (except in the case of emergencies, in which event Landlord shall only be obligated to give such notice as is practical under the circumstances)
and subject as aforesaid, to enter the Building for the purpose of maintaining, repairing or replacing those portions of the Condominium for which Landlord is responsible hereunder and for the purpose of performing any obligations of Tenant hereunder, which Tenant has failed to perform; provided that such entry to the full extent practicable shall be limited to such times as Tenant is not open for business to the public and provided, further, that access to the Building shall not be denied Tenant nor shall the business of Tenant be interfered with unreasonably.

(b) **Surrender.**

(i) Before the expiration or termination of this Lease, Tenant shall remove all cabling and wiring serving the Premises and installed by Tenant (whether located within the Premises or elsewhere in the Building) unless Landlord or a successor tenant wishes to utilize such cabling and wiring. Tenant shall likewise remove such other items as Landlord may, as a condition to giving its consent for installation, designate for removal by Tenant upon expiration of the Term (and in such case Tenant shall be obligated to restore any damage caused thereby). Tenant will label or otherwise identify all wiring and cabling installed by Tenant.

(ii) Upon the termination of this Lease for any cause whatsoever, Tenant shall remove Tenant's goods, personal property and effects and those of any other person claiming under Tenant, return to Landlord any and all keys and security access cards affecting the Demised Premises and issued to Tenant, provide Landlord with any combinations or safe keys with respect to any secured areas within the Demised Premises and otherwise quit and deliver up actual, physical possession of the Demised Premises to Landlord peaceably and quietly in substantially the same condition as existed on the Tenant Possession Date. Tenant is required to maintain the Premises during the Term, reasonable use and wear thereof, damage from fire and other insured casualty and repairs which are Landlord's obligation excepted. Goods, furniture and other unattached, moveable personal property and effects shall be removed, and if not removed by Tenant within five (5) days after termination of this Lease, however terminated, shall be considered abandoned and at Landlord's option, be conclusively deemed to have been conveyed by Tenant to Landlord as if by Bill of Sale without payment by Landlord. At Landlord's option, Tenant shall, at Tenant's sole cost, specifically remove all improvements and fixtures installed by Tenant, including, but not limited to, all plumbing, electrical, HVAC and partition systems and their component parts. Landlord may dispose of and/or store such goods and effects not removed by Tenant, in Landlord's sole and absolute discretion, the cost thereof to be charged to Tenant. Landlord shall not be responsible for the value, preservation or
safe keeping of any property which it handles, stores or removes pursuant to this Section. However, at the time Tenant obtains Landlord’s approval for any installation of any such improvements, Landlord will notify Tenant as part of said approval, which components should be removed upon termination.

(c) Tenant Repairs. Tenant shall, as promptly as reasonably possible under the circumstances, make all structural repairs to the Building and all repairs to its roof and exterior walls, the lobby and other common areas of the Building. In the event any repair is required by reason of the negligence or abuse of Tenant or its agents, employees, invitees or of any other person using the Demised Premises with Tenant’s consent, express or implied, Landlord may make such repair and the cost thereof shall be Additional Rent due and payable within ten (10) days after Landlord bills Tenant. Tenant shall keep and maintain the public areas and facilities of the Building in reasonably clean condition and good working order and shall likewise keep the exterior sidewalks and parking areas of the Unit reasonably free of accumulation of snow and ice, at Tenant’s cost. For purposes of this paragraph, "repairs" shall include maintenance and replacement, as necessary.

Section 10. Utilities.

(a) Water, HVAC Costs and Other Utilities.

(i) Landlord shall furnish the Building in as-is condition.

(ii) Tenant shall pay the costs of water directly to the provider. Sewer charges shall be billed to Tenant by Landlord.

(iii) Unless supplied by Landlord (as to which Landlord has no obligation), Tenant shall be solely responsible for, agrees to contract with, and promptly pay all charges for water, heat, gas, cable, electricity, trash disposal, telephone, or any other utility or other service rendered, used or consumed in the Premises, whether called charge, tax, assessment, fee or otherwise and to arrange and pay for service inspections made thereof. Tenant shall also pay any fire company and sprinkler charges applicable to the Premises.

(iv) If not separately metered or sub-metered, Tenant shall pay its Proportionate Share of all utility costs for the Unit. If sub-metered, Tenant shall pay Landlord the cost for such items as reflected by such meter at the same rate as Landlord pays to the utility provider, subject to a reasonable charge for reading and billing the submeters. The cost of electricity used in the common areas of the Unit shall be included in Operating Expenses.
(v) Landlord shall not be responsible or liable for any damages of any kind arising out of an interruption or failure of any utilities supplied to the Premises, nor for any inadequacy of the HVAC system or of any other utilities unless caused by the gross negligence of Landlord or Landlord’s agents.

(vi) Tenant will not install or use electrically-operated or other machinery or equipment in excess of the design capacity of the Premises or the weight-bearing capacity of the floor. Tenant shall not install or operate in the Premises any equipment or machinery other than that which is commonly used in Tenant’s Business without obtaining Landlord's prior, written consent.

Limitation Regarding Services.

(i) Landlord does not warrant that any of the utilities or services referred to in this Section will be free from interruption from causes beyond the control of Landlord. In no event shall Landlord be liable for damages of any kind arising out of an interruption or failure in the supply of any utilities to the Premises. Tenant shall not be entitled to any diminution or abatement of Rent or other compensation nor shall this Lease or any of the obligations of the Tenant be affected or reduced by reason of the interruption, stoppage or suspension of any utilities or Building systems unless caused by the gross negligence or willful misconduct of Landlord or its agent.

(ii) Landlord reserves the right, without any liability to Tenant, and without being in breach of any covenant of this Lease, to interrupt or suspend service of any of utilities (whether supplied by Landlord or otherwise) or other Building systems, or the providing of any of the other services required of Landlord under this Lease, whenever and for so long as may be necessary by reason of accidents, emergencies, strikes or the making of repairs or changes which Landlord is required by this Lease or by law to make or in good faith deems advisable, or by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies, or by reason of any other cause beyond Landlord's reasonable control, including without limitation, mechanical failure and governmental restrictions on the use of materials or the use of any of the Building systems. In each instance, however, Landlord shall exercise commercially reasonable diligence to eliminate the cause of interruption and to effect restoration of service, and shall give Tenant notice, when practical, of the commencement and anticipated duration of such interruption.
Section 11. Subletting and Assigning.

(a) Prohibition. Tenant may not assign this Lease or sublet all or any portion of the Premises without first having obtained Landlord's prior written consent, and provided in any case that Tenant's right to assign or sublet is contingent upon each of the following:

(i) No event of Default shall have occurred and remain uncured beyond the applicable cure period; and

(ii) The assignment or subletting shall be for the use permitted in this Lease;

(iii) The document creating the sublease or assignment, and any nature of the fixtures and improvements to be performed or installed by the assignee or subtenant, shall be subject to Landlord’s approval and, in the case of an assignment, the assignment instrument shall contain warrants of attorney to confess judgment equivalent to those contained in this Lease and Tenant shall provide Landlord a fully executed copy upon its execution; Tenant shall pay Landlord One Thousand Dollars ($1,000.00) for the cost to review said document.

(b) Information. At least sixty (60) days in advance of the proposed assignment or sublet, Tenant shall furnish to Landlord, in connection with any request for consent to assignment or sublet, reasonably detailed information as to the identity and business of the proposed assignee or subtenant, including two years tax returns and up to date balance sheet, a copy of the proposed instrument of sublease or assignment and the proposed effective date of the assignment or sublease.

(c) Limitation; Deemed Consent.

(i) No assignment or sublet, nor any Landlord's consent thereto, shall be construed as a release of Tenant or any guarantor of this Lease, if any ("Guarantor"), from its duties, indemnities, covenants, obligations or restrictions hereunder or under any guaranty agreement. If given, such consent will also not be deemed a consent to any further subletting or assignment.

(ii) Landlord's consent shall not be required in the event Tenant merges with another entity, provided Tenant is the surviving entity, or if all or substantially all of Tenant's stock or assets are acquired by another entity;
provided, in the event of any such acquisition of Tenant's stock or assets the acquiring entity shall, by a writing reasonably acceptable to Landlord, assume all of Tenant's obligations under this Lease thereafter arising and such writing shall also contain warrants of attorney to confess judgment equivalent to those contained in this Lease.

(iii) Tenants shall not mortgage or otherwise encumber its interest in this Lease. Landlord acknowledges that they are not permitted to mortgage or encumber the property unless permitted by State law.

(iv) Any change in the ownership of the equity interests in Tenant, whether voluntary, involuntary or by operation of law, other than of a statutory nature in case of merger where Tenant is the surviving entity, shall be deemed an assignment for the purposes of this Lease. Tenant shall not list its rights under this Lease as an asset under any bankruptcy, insolvency or debtor reorganization proceedings.

(d) Excess Rent. In the event Landlord consents to an assignment or sublease of all or any portion of the Premises during the Term of this Lease, any rental payable under such assignment or sublease agreement which exceeds the amount of Rent payable hereunder (after reimbursement to Tenant of all reasonable out of pocket costs incurred by Tenant in connection with such subletting or assignment) shall be split 50-50 between Landlord and Tenant.

(e) Signage. Landlord shall have the right, in its sole discretion, and for any reason or no reason, to approve or disapprove of any signs or deny the use of any signs Tenant wishes to use in order to sublease the Premises or assign the Lease. Tenant shall limit its marketing of the Premises intended to be sublet or assigned to legitimate media advertisements (i.e. newspapers and magazines of general circulation and professionally-produced brochures). Upon Landlord's request, Tenant will give copies of all marketing media to Landlord.

(f) Default. The violation of any provision of this Section 11 shall constitute a default.

Section 12. Fire or Other Casualty.

(a) Landlord's Obligation to Restore and Right to Terminate.

(i) In case of damage by fire or other casualty (an
"Occurrence") to the Building and subject to (A) Landlord's receipt of sufficient proceeds of insurance and, (B) if necessary, permission from the holder of any mortgage on the Unit or Building, Landlord shall, at its expense, cause the damage to be repaired to substantially the condition as existed on the Tenant Possession Date with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies and for "force majeure" events. Landlord shall in no case be liable to repair or replace Tenant improvements, fixtures, equipment, inventory, merchandise or property.

(ii) Landlord is under no obligation to expend funds for repairs beyond the insurance deductible which, in any event, is part of Operating Expenses.

(iii) Notwithstanding anything to the contrary in this Lease, in the event of an Occurrence which (A) in Landlord's estimation, results in damage which cannot be repaired at least ninety (90) days before the end of the then-current Term, or (B) as to any Occurrence which occurs in the last two Lease Years of the then-current Term, results in fifty (50%) percent or more of the rentable space in the Building becoming untenantable, then, in either such case, Landlord may decide, at its sole discretion, not to repair or rebuild the Building or the Premises. In such case, at the sole option of Landlord, exercisable by written notice to Tenant given within sixty (60) days after Landlord is notified of the Occurrence, Landlord may terminate this Lease as of a date specified in such notice. Rent shall be adjusted to the termination date and Tenant shall thereupon promptly vacate the Premises. Tenant shall have no claim against Landlord of any kind or nature as a result of Landlord's exercise of this option to terminate.

(b) Tenant's Right to Terminate. If, within six (6) months after Landlord concludes an insurance settlement with respect to any Occurrence which results in all or substantially all of the Demised Premises becoming untenantable, Landlord has not commenced repairs, Tenant may terminate this Lease by giving notice of such termination to Landlord stating therein the effective date of such termination, which shall be at least thirty (30) days thereafter. If Landlord commences repairs during such thirty day period, then the Tenant's notice shall be deemed withdrawn; provided, if in any case Landlord has not completed repairs or renovation within a total of 365 days from the date of conclusion of the insurance settlement and Tenant, as a result, is unable to use the Premises, Tenant may terminate this Lease on thirty (30) days' notice to Landlord, which notice shall be deemed withdrawn if Landlord completes the repairs in such notice period.

Section 13. Eminent Domain. If (a) the whole or a substantial part of the
Building or Unit, or (b) a portion of the Campus is taken or condemned for public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof by any competent authority so as, in either case, to preclude or substantially impair access to or use of the Premises, Tenant shall have no claim against Landlord and, except as set forth below, shall not have and hereby assigns to Landlord any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation or purchase. The foregoing shall not, however, deprive Tenant of any separate award for relocation, moving expenses, business dislocation damages or for any other award, the payment of which would not reduce the award payable to Landlord. Upon the date the right to possession shall vest in the condemning authority, this Lease shall, at the option of Landlord, or at the option of Tenant (only in the case of condemnation or taking of the entire Building or such partial taking as results in the untenantability of all or a substantial portion of the Premises) cease and terminate with Rent adjusted to such date. Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease.

Section 14. Limitation of Liability of Landlord.

(a) Damage Limitation.

(i) Tenant agrees that Landlord, Agent, its other agents and its Building manager and their respective officers, employees, partners, shareholders, directors and agents shall not be liable to Tenant, and Tenant hereby releases said parties from any personal injury or damage to or loss of personal property in the Premises from any cause whatsoever unless such damage, loss or injury is the result of the gross negligence or willful misconduct of Landlord, its Building manager, or their officers, employees or agents. Notwithstanding the foregoing, Landlord, its agents and its Building manager and their officers or employees shall not be liable to Tenant for any such damage or loss whether or not the result of their gross negligence or willful misconduct to the extent Tenant is compensated therefor by Tenant's insurance or would have been compensated therefor under commonly available commercial policies.

(ii) Except as may arise out of Landlord's gross negligence or intentional acts, Landlord shall not be liable by reason of any injury to or interference with Tenant or Tenant's business arising from the making of any repairs, alterations, additions or improvements in or to the Premises, Building or Unit or to any appurtenance or any equipment therein.

(iii) In any case, Tenant waives any claims against Landlord
for indirect, consequential or punitive damages and lost profits from any of the 
foregoing and otherwise arising out of any breach by Landlord of its duties or 
obligations under this Lease.

(b) Non-Recourse to Landlord.

(i) Landlord's obligations under this Lease shall be binding 
upon Landlord only for the period of time Landlord owns the Building. Effective 
upon termination of that ownership, except as to any obligations then due and 
owing, Tenant shall look solely to Landlord's successor in interest in the Building for 
satisfaction of each and every obligation of Landlord hereunder.

(ii) Landlord shall have no personal liability under any of the 
terms, conditions or covenants of this Lease and Tenant shall look solely to the 
equity of Landlord in the Building for the satisfaction of any claim, remedy, damage 
or cause of action accruing to Tenant. Tenant shall have no recourse or claims 
against any past, present or future trustee, member, partner, shareholder, officer, 
director, partner, agent or employee of Landlord, whether by virtue of any statute or 
rule of law, or by the enforcement of any assessment or penalty or otherwise, all 
such liability being expressly waived and released by Tenant with respect to the 
above-named individuals and entities.

Section 15. Indemnity by Tenant.

(a) Scope. Tenant shall defend, indemnify and save harmless 
Landlord, Agent and Landlord's other agents, its Building manager and each of 
their officers, directors, partners, members, shareholders, managers and employees 
("Landlord Indemnitees") against and from all liabilities, losses, suits, fines, 
penalties, clean-up obligations, other obligations, damages, claims, costs, charges 
and expenses, including reasonable attorneys' fees, which may be imposed upon or 
incurred by or asserted against Landlord Indemnitees by reason of any of the 
following which occur during the Term of this Lease or during any period of time 
 prior to the Rent Commencement Date when Tenant may have been given access to 
or possession of all or any part of the Demised Premises:

(i) any work or act done in, on or about the Demised 
Premises or any part thereof at the direction of Tenant, its agents, contractors, 
subcontractors, servants, employees, licensees or invitees ("Tenant Parties"), except if 
such work or act is done or performed by Landlord or its agents or employees;

(ii) any gross negligence or willful misconduct on the part of 
Tenant or any of its agents, contractors, subcontractors, servants, employees,
subtenants, licensees or invitees;

(iii) any accident, injury or damage to any person or property occurring in, on or about the Premises, Building or elsewhere in the Campus or any part thereof arising out of the acts, negligence or omissions of Tenant Parties, unless and solely to the extent caused by the gross negligence or willful misconduct of Landlord, its employees or agents; and

(iii) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

(b) Survival. The provisions of this Section 15 shall survive termination of this Lease.

Section 16. Events of Default.

(a) Events of Default. Each of the following shall be an Event of Default by Tenant under this Lease:

(i) if Tenant fails to pay Rent or any other sums payable to Landlord hereunder when due and such default shall continue for ten (10) Business Days after written notice thereof by Landlord of its default; provided, Landlord shall not be obligated to give such notice more than once in any twelve-month period;

(iii) if Tenant abandons the Premises, fails to continuously operate, remove or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary course and usual course of business; However, if Tenant continues to meet all other obligations of this Lease, including payment of Rent, Additional Rent and maintaining the Premises, Tenant may vacate the Premises. However, if the Premises are vacant for more than nine (9) months, then Landlord shall have the right to terminate this Lease upon thirty (30) days written notice.

(iv) the commencement of levy, execution or attachment proceedings against Tenant or a material part of the assets of Tenant, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer;
(v) Tenant becomes insolvent;

(vi) Tenant makes an assignment for the benefit or creditors, or admits in writing an inability to pay debts generally as they become due;

(vii) Tenant dissolves or liquidates;

(viii) upon the commencement of a case by or against Tenant under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the request by Tenant for relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including without limitation, the appointment of or taking possession of the Premises by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for Tenant or for its property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within sixty (60) days after institution); or

(ix) Tenant fails to maintain all insurance required by this Lease;

(x) if Tenant fails to perform or observe any of the other covenants, terms or conditions contained in this Lease within thirty (30) days after notice from Landlord or such longer period as is reasonably required to correct any such default, provided Tenant commences and diligently continues to effectuate a cure within such thirty day period, but in any case completes the case no later than a total of ninety (90) days from the date of notice.

(b) Remedies. Upon the occurrence of an Event of Default and notwithstanding any prior reinstatement of this Lease by Landlord or waiver by Landlord of any prior Event of Default, Landlord shall have the right to do any one or more of the following in addition to, and not in limitation or substitution of, all rights and remedies of landlords at common law, in equity, or by statute:

(i) In addition to any past-due sums, Landlord may accelerate and declare the whole balance of Minimum Rent for the remainder of the Term, including any option terms Tenant has exercised, together with all other Additional Rent, charges, payments, costs, and expenses herein agreed to be paid by Tenant, or any part thereof, and also all costs and officers' commissions including watchmen's wages, to be due and payable as if by the terms and provisions of this Lease said balance of Minimum Rent, Additional Rent and other charges, payment, costs and expenses were on that date payable in advance. Additional Rent may be
calculated based upon historical amounts and Landlord's reasonable estimates for future amounts;

(ii) Further, if this Lease has been assigned by Tenant, or if the Premises, or any part thereof has been sub-let, Landlord may collect the rents due from such assignee or sub-Tenant and apply the same to the Rent due hereunder, by acceleration or otherwise, without in any way affecting Tenant's obligation to any unpaid balance of Minimum Rent, Additional Rent and other charges and costs due hereunder;

(iii) (A) Landlord may terminate this Lease on not less than ten (10) Business Days' notice to Tenant and on the date specified in said notice, the Term of this Lease shall terminate and expire. Upon any such Lease termination, Tenant shall immediately quit and surrender the Premises to Landlord in accordance with the terms of this Lease and Landlord shall immediately be entitled to receive (1) all accrued and unpaid Rent which may be due to the Landlord and (2) other reasonable costs due, if any, in accordance with this Lease. If the Lease shall have been so canceled and terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant and its effects and hold the Premises as if this Lease had not been made;

(B) After terminating this Lease, the Landlord may re-enter and repossess the Premises, or any part thereof, and lease the Premises or any part thereof to any other person upon such terms as the Landlord shall deem reasonable, for a term within or beyond the Term; provided, that any such reletting shall be for the account of the Tenant, and the Tenant shall remain liable for (1) all Rent and other sums which would be payable under this Lease by the Tenant in the absence of such repossesssion, less (2) the net proceeds, if any, of any reletting effected for the account of the Tenant after deducting from such proceeds all of the Landlord's customary and reasonable expenses, reasonable attorneys' fees and expenses, broker's commissions', employees' expenses, and alteration costs. Those items which are capitalized pursuant to generally accepted accounting principles shall be amortized over the term of the new lease;

(iv) Landlord may exercise its right to confess judgment as set forth in Section 17, below.

(c) No Duty to Mitigate. Landlord has no duty to relet the Premises or otherwise to mitigate its damages upon the occurrence of an Event of Default.

(d) Survival of Tenant's Obligations. No repossession of the Premises or any part thereof shall relieve Tenant or any Guarantor of its liabilities
and obligations hereunder, all of which shall survive such repossessio. Landlord may, at its option, sue for and collect all Rent and other charges due hereunder at any time as when such charges accrue.

(c) No Exclusive Right or Remedy. No right or remedy herein conferred upon or reserved to the Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and concurrent and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute. Landlord may take such other action and pursue such other remedies as may be allowed at law or in equity. No termination of this Lease or the taking or recovering possession of the Premises shall deprive Landlord of any of its remedies or actions against Tenant for Rent due at the time or which, under the terms hereof would in the future become due as if there had been no termination, nor shall the commencement of any action for Rent or breach of covenant or condition, or the resort to any other remedy herein provided for the recovery of Rent be construed as a waiver of the right to obtain possession of the Premises.

(f) Expenses. Upon the occurrence of an Event of Default, Tenant shall pay to the Landlord all expenses reasonably incurred in connection with the exercise of Landlord's rights and remedies, including reasonable attorneys' fees and costs.

(g) Reletting Excess. In the event Landlord recovers any accelerated Rent from Tenant but thereafter re-lets the Premises in whole or in part, Tenant shall not be entitled to any credit or refund and Landlord shall be entitled to retain such excess.

(h) Default Rate. If Rent or any other sum due from Tenant to Landlord is be overdue for more than five (5) days, whether or not Landlord declares an Event of Default, such Rent shall thereafter bear interest at the rate of twelve percent (12%) annually.

Section 17. (a) CONFESSION OF JUDGMENT FOR MONEY
Intentionally Deleted.

(b) CONFESSION OF JUDGMENT FOR POSSESSION OF REAL PROPERTY.

(a) Warrant of Attorney.

(i) TENANT COVENANTS AND AGREES THAT IF THIS
LEASE SHALL BE TERMINATED (EITHER BECAUSE OF CONDITION BROKEN DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF AND/OR WHEN THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED) THEN, AND IN THAT EVENT, LANDLORD MAY CAUSE A JUDGMENT IN EJECTMENT TO BE ENTERED AGAINST TENANT FOR POSSESSION OF THE DEMISED PREMISES, AND FOR THAT PURPOSE TENANT HEREBY AUTHORIZES AND EMPowers ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT AND TO CONFEss JUDGMENT AGAINST TENANT IN EJECTMENT FOR POSSESSION OF THE DEMISED PREMISES AND AGREES THAT LANDLORD MAY COMMENCE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF PROCEDURE NO. 2970 ET SEQ. FOR THE ENTRY OF AN ORDER IN EJECTMENT FOR THE POSSESSION OF REAL PROPERTY. TENANT FURTHER AGREES THAT A WRIT OF POSSESSION PURSUANT THERETO MAY ISSUE FORTHWITH AND WITHOUT NOTICE TO TENANT, FOR WHICH AUTHORIZATION TO CONFEss JUDGMENT AND FOR THE ISSUANCE OF A WRIT OR WRITS OF POSSESSION PURSUANT THERETO THIS LEASE, OR A TRUE AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT.

(ii) AS SUCH, IN THE EVENT LANDLORD CONFEssES JUDGMENT(S) AGAINST TENANT FOR POSSESSION OF THE DEMISED PREMISES, LANDLORD MAY, AT THE TIME OF FILING SUCH CONFESSION OF JUDGMENT(S) OR AT ANY TIME THEREAFTER (i) CAUSE THE PROTHONOTARY OR CLERK OF COURT TO ISSUE A WRIT OR WRITS OF POSSESSION AND EXECUTE UPON, AND (ii) CAUSE THE SHERIFF OR OTHER LEVYING AUTHORITY, AT THE SAME TIME OR AT ANY TIME THEREAFTER, TO SERVE AND EXECUTE UPON SUCH WRITS. IN ANY SUCH PROCEEDING, TENANT WAIVES ANY AND ALL RIGHT TO PRIOR NOTICE, TO PRE-EXECUTION OR POST-EXECUTION HEARING OR REVIEW AND TO ANY OTHER DUE PROCESS OR CONSTITUTIONAL RIGHT OR REMEDY WHICH IS NOT SPECIFICALLY PROVIDED UNDER THE APPLICABLE RULES OF CIVIL PROCEDURE.

By: ___________________________
Initials of Tenant's authorized representative

(b) Successive Exercise. TENANT FURTHER COVENANTS AND AGREES THAT IF FOR ANY REASON WHATSOEVER, AFTER SAID ACTION SHALL HAVE COMMENCED, THE ACTION IS TERMINATED AND POSSESSION OF THE DEMISED PREMISES SHALL REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY
SUBSEQUENT EVENT OF DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS ABOVE SET FORTH, TO COMMENCE SUCCESSIVE ACTIONS FOR POSSESSION OF REAL PROPERTY AND TO CAUSE THE ENTRY OF SUCCESSIVE JUDGMENTS BY CONFESSION IN EJECTMENT FOR POSSESSION OF THE DEMISED PREMISES DEMISED HEREUNDER.

By: __________________________
Initials of Tenant’s authorized representative

(c) **Right of Entry of Judgment.** The right to enter judgment against Tenant and to enforce all of the other provisions of this Lease as hereinabove provided may, at the option of any assignee of this Lease, be exercised by any assignee of Landlord's right, title and interest in this Lease in his, her, its or their own name, notwithstanding the fact that any or all assignment of the said right, title and interest may not be executed and/or witnessed in accordance with the Act of Assembly of May 28, 1715, 1 Sm. L. 90, and all supplements and amendments thereto that have been or may hereafter be passed. Tenant hereby expressly waives the requirements of said Act of Assembly and any and all laws regulating the manner and/or form in which such assignment shall be executed and witnessed.

By: __________________________
Initials of Tenant’s authorized representative

Section 18. **AFFIDAVIT OF DEFAULT; ISSUANCE OF WRIT.** IN ANY PROCEDURE OR ACTION TO ENTER JUDGMENT BY CONFESSION IN EJECTMENT FOR POSSESSION OF REAL PROPERTY PURSUANT TO ARTICLE 16 HEREOF, IF LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT OR AVERTMENT OF THE FACTS CONSTITUTING THE EVENT OF DEFAULT OR THE OCCURRENCE OF ANY OTHER EVENT WHICH EMPowers LANDLORD TO CAUSE THE ENTRY OF JUDGMENT BY CONFESSION, SUCH AFFIDAVIT OR AVERTMENT SHALL BE CONCLUSIVE EVIDENCE OF SUCH FACTS, DEFAULTS, OCCURRENCES, CONDITIONS PRECEDENT, OR EVENTS; AND IF A TRUE COPY OF THIS LEASE (AND OF THE TRUTH OF WHICH SUCH AFFIDAVIT OR AVERTMENT SHALL BE SUFFICIENT EVIDENCE) BE FILED IN SUCH PROCEDURE OR ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM, OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

By: __________________________
Initials of Tenant’s authorized representative
Section 19. Waivers.

(a) Release. TENANT HEREBY RELEASES TO LANDLORD AND TO ANY AND ALL ATTORNEYS WHO MAY APPEAR FOR TENANT OR LANDLORD ALL ERRORS IN ANY PROCEDURE OR ACTION TO ENTER JUDGMENT BY CONFESSION BY VIRTUE OF THE WARRANTS OF ATTORNEY CONTAINED IN THIS LEASE AND OTHERWISE AS MAY ARISE OUT OF LANDLORD'S EXERCISE OF ITS RIGHTS AND REMEDIES IN THIS LEASE, AND ALL LIABILITY FOR ANY DAMAGES THEREFOR.

(b) Statutory Waivers; Waiver of Notice to Quit. IF PROCEEDINGS SHALL BE COMMENCED TO RECOVER POSSESSION OF THE DEMISED PREMISES EITHER AT THE END OF THE TERM OR SOONER TERMINATION OF THIS LEASE, TENANT SPECIFICALLY WAIVES THE RIGHT TO THE THREE (3) MONTHS' NOTICE TO QUIT AND/OR THE FIFTEEN (15) OR THIRTY (30) DAYS' NOTICE TO QUIT REQUIRED BY THE ACT OF APRIL 6, 1951, P.L. 69, AS AMENDED, AND AGREES THAT NO NOTICE TO QUIT SHALL BE REQUIRED IN ANY CASE.

SECTION 20. WAIVER OF JURY TRIAL. TENANT AND LANDLORD WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT UNDER OR PURSUANT TO THIS LEASE.

Section 21. Subordination; Attornment; Modifications.
If State Law permits Landlord to mortgage the Premises, then:

(a) Subordination. This Lease is and shall be subject and subordinate to all mortgages (each, a "Mortgage") which may now or hereafter encumber the Building or Unit and to all renewals, modifications, consolidations, replacements and extensions thereof. If the holder of a Mortgage shall so elect by notice to Tenant or by the recording of a unilateral declaration or subordination, this Lease and Tenant's rights hereunder shall be superior and prior in right to the Mortgage of which such holder has the benefit, with the same force and effect as if this Lease had been executed, delivered and recorded prior to the execution, delivery and recording of such Mortgage, subject, nevertheless, to such conditions as may be set forth in any such notice or declaration. If requested by the holder of any current or future Mortgage, Tenant shall execute a subordination and attornment agreement in form acceptable to such mortgagee.

(b) Modification. If, in connection with obtaining, continuing or renewing financing for which the Building, Campus or Premises or any interest
therein represents collateral in whole or in part, a banking, insurance or other lender shall request reasonable modifications of this Lease as a condition of such financing. Tenant will not unreasonably withhold, delay or defer its consent thereto, provided such modifications do not increase the obligations of Tenant hereunder or adversely affect Tenant's leasehold interest hereby created.

Section 22. Notice of Landlord Default. In the event of any act or omission of Landlord which would give Tenant the right, immediately after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right:

(i) until it has given written notice of such act or omission to Landlord and the holder of each Mortgage and any ground lease for the Unit whose name and address shall previously have been furnished to Tenant in writing; and

(ii) until a reasonable period of time for remedying such act or omission shall have elapsed following the giving of such notice (which reasonable period shall in no event be less than the period to which Landlord would be entitled, under this Lease or otherwise, after similar notice, to effect such remedy).

Section 23. Notices. All bills, statements, notices or communications which Landlord or Tenant may desire or be required to give to each other shall be deemed sufficiently given or rendered if in writing and either delivered in person or sent by national overnight courier service, registered or certified mail addressed to Landlord or Tenant, and the time of such notice or communication shall be deemed to be the time when the same is delivered to Landlord or Tenant or the next day after being deposited in the mail or with such overnight courier service, as the case may be. Any notice by Landlord or Tenant to the other must be delivered or served if addressed to Landlord at the address where the last previous rent hereunder was payable, or if addressed to Tenant, to the Demised Premises, or in the case of subsequent change upon notice given, to the latest address furnished.

If to Landlord: Tornetta Realty Corp.
910 Germantown Pike
Plymouth Meeting, PA 19462
ATTN: Kathleen Tornetta

cc: 436 Plymouth Road Associates, L.P.
910 Germantown Pike
Plymouth Meeting, PA 19462
ATTN: Mr. Joseph F. Tornetta
If to Tenant:  (Please fill-in)

____________________________

cc:

Section 24. Holding Over. Should Tenant continue to occupy the Premises after expiration of the Term or any renewal or renewals thereof, or after a forfeiture incurred, such tenancy shall (without limitation on any of Landlord's rights or remedies therefor) be one at sufferance from month to month at a minimum monthly rent equal to one hundred fifty (150%) percent of the Minimum Rent payable under this Lease. During such holdover period, Tenant shall also pay all Additional Rent otherwise due or payable hereunder.

Section 25. Waiver of Subrogation. Landlord and Tenant each hereby waives any and every claim which arises or which may arise in its favor and against the other party during the Term of this Lease or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Building or Unit to the extent that such loss or damage is recovered under an insurance policy or policies and to the extent such policy or policies contain provisions permitting such waiver of claims. Each party agrees to request its insurers to issue policies containing such provisions and if any extra premium is payable therefor, the party which would benefit from the provision shall have the option to pay such additional premium in order to obtain such benefit.

Section 26. Returned Check. Tenant shall pay a charge of $50.00 for any checks returned from the bank for any reason.

Section 27. No Accord or Satisfaction; No Restrictive Endorsement. No payment by Tenant or receipt by Landlord or Landlord's Agent of a lesser amount than any installation or payment of Rent shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment shall be deemed an accord and satisfaction. Landlord or its agent may accept and deposit such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment due or pursue any other remedies available to Landlord.

Section 28. Lease, Interest Rate. In addition to any late charges, interest shall accrue on the overdue amount of any Rent at the Lease Interest Rate (defined below) from the date which is thirty (30) days following the date when such payment was due until the date paid, but in no event more than the amount or rate
which is the maximum amount or rate Landlord may lawfully charge. The "Lease Interest Rate" shall mean twelve percent (12%) per annum. Nothing herein shall be construed as waiving any rights of Landlord arising out of any default of Tenant by reason of Landlord's accepting any such late charge or interest; the right to collect a late charge and interest is separate and apart from any other rights or remedies of Landlord.

Section 29. Environmental Matters and Condition of Property.

(a) Representations and Disclaimers.

(i) To the best of Landlord's knowledge, Landlord knows of no environmental contamination of the Building or Unit nor of the presence of any hazardous, medical or toxic waste thereon in violation of any applicable statute, law, code, rule or regulation. Tenant specifically acknowledges that, except as expressly set forth in this Lease, neither Landlord nor any agent, employee or representative of Landlord has made any representation or warranty, express or implied, of any kind to Tenant about the condition (environmental or otherwise) of the Building, the Campus or the Premises (realty or personalty).

(ii) Except as expressly set forth in this Lease, Landlord makes no covenant, representation or warranty as to the suitability of the Premises for Tenant's proposed use or as to the physical condition thereof or of the Building for any purpose whatsoever. Tenant acknowledges that as of the Commencement Date, Tenant will have inspected the Premises, the Building, the Unit and any other portions of the Campus as Tenant shall desire or deems necessary for the purpose of leasing the Premises for Tenant's permitted use. Except in the event of a breach by Landlord of any express representation, Tenant waives any claims against Landlord pertaining to the condition any of the foregoing, environmental or otherwise.

(b) Compliance: Restricted Activities.

(i) From and after the Tenant Possession Date, Tenant shall comply with all laws, codes and regulations relating to the treatment, production, storage, handling, transfer, processing, transporting, use, disposal, and release of hazardous substances, toxic or radioactive matter, or any other materials or substances which, even if not regulated by statute, law, regulation or code, may or could pose a hazard to the health and safety of the current or future occupants of the Premises or the owners or occupants of any other space in the Building or of the Unit or any other property in the Campus (herein collectively called the "Environmental Laws"). If at any time during or after the Term of this Lease,
Landlord or Tenant becomes aware of any inquiry, investigation, administrative proceeding, or judicial proceeding regarding an actual or potential violation of any Environmental Law, Landlord or Tenant shall, promptly after first learning of such inquiry, investigation, administrative proceeding, or judicial proceeding give the other party written notice providing all available information regarding such inquiry, investigation, or proceeding. Tenant is likewise obligated to notify Landlord immediately, in writing, of any spillage, release or acts of Tenant, its agents, employees, invitees or contractors, or which otherwise occur in the Premises and which may constitute a violation of any Environmental Law or would adversely affect the Premises, the Building, the Unit or any surrounding property.

(ii) Tenant shall indemnify, defend and hold Landlord, Agent, Landlord's other agents and each of their employees, officers, directors, partners and the Condominium Association and its officers and directors harmless of all injuries, losses, claims, damages, fines, penalties, clean-up obligations, costs (including attorney and expert fees) or expenses any of them may incur to correct said condition to the satisfaction of Landlord and the Pennsylvania Department of Environmental Protection ("PADEP"), the Environmental Protection Agency ("EPA") and any other authority having jurisdiction caused by for any other violation of any Environmental Law by Tenant, its agents or employees, contractors or invitees. Tenant shall remain liable for any such environmental condition caused by Tenant regardless of when same is discovered. Landlord shall indemnify, Tenant and its agents, employees, officers, directors, partners harmless of all injuries, losses, claims, damages, fines, penalties, clean-up obligations, costs (including reasonable attorney and expert fees) or expenses any of them may incur as a result of any violation of any Environmental Law by Landlord, its agents or employees, whether prior to or during the Term.

(c) Survival. The provisions of this Section shall survive expiration or termination of this Lease.

Section 30. Insurance to be Maintained by Landlord. Throughout the Term, including all extensions and renewals thereof, Landlord shall maintain and keep in effect insurance against loss or damage to the Building by fire and such other casualties, losses and risks, as may be included in the broadest form of All-Risk insurance from time-to-time available, in an amount equal to the full insurable replacement value of the Building and such improvements, less deductibles. Such insurance policy will have attached thereto replacement cost, agreed amount, and rental coverage endorsements or comparable forms of coverage. Such policies of insurance may provide for deductibles in commercially reasonable amounts. No activity conducted by Tenant shall affect the availability of any of Landlord's
insurance. Any increase in Landlord's premiums attributable solely to and directly
to Tenant's activity in the Premises or the Building shall be borne solely by Tenant.
Landlord shall be the insured party under such insurance policy. The premiums for
and deductibles under such policies shall be part of Operating Expenses. Landlord
shall also keep such other insurance on the Building or Unit in such amounts and
types of coverages as Landlord deems prudent, including, without limitation, public
liability insurance, boiler and sprinkler insurance, or as may be required by the
Condominium Association or by any mortgagee of the Building or Unit, provided
said mortgage is allowed by State Law. Said insurance shall be Tenant's
responsibility as Additional Rent.

Section 31. Tenant's Insurance.

(a) Types and Amounts. Tenant shall obtain and keep in force at all
times during the Term, at its own expense, commercial general liability insurance
including contractual liability and personal injury liability and all similar coverage
with respect to Premises and including any sidewalks or walkways in front of same,
and the business operated by Tenant, with combined single limits of $3,000,000.00
on account of bodily injury to or death of one or more persons as the result of any
one accident or disaster and on account of damage to property, or in such other
amounts as Landlord may from time to time require. Tenant shall also maintain (i)
business automobile liability insurance with limits of no less than $1,000,000 per
occurrence covering bodily injury, including death, and property damage for
liability from use of Tenant's owned, non-owned and hired vehicles, (ii) worker's
compensation insurance in accordance with law and (iii) malpractice insurance in
limits reasonably required by Landlord. All liability insurance policies required to
be maintained by Tenant hereunder shall provide they may not be canceled without
at least thirty (30) days prior notice to all insureds and shall name Tenant and
Tenant's Agent, Tornetta Realty Corp., as insured and Landlord and Agent (or their
successors) as additional insureds, and, if requested by Landlord, shall also name as
an additional insured any mortgagee or holder of any mortgage which may be or
become a lien upon any part of the Premises. Tenant shall also require its movers
to procure and deliver to Landlord a certificate of insurance evidencing coverage for
damage or injury to persons or property in amounts reasonably satisfactory to
Landlord and naming Landlord and Agent (or their successors) as an additional
insured. Landlord may change the types and limits of coverage throughout the
Term as Landlord may reasonably determine.

(b) Personal Property. Tenant shall, at its sole cost and expense,
maintain in full force and effect on all Tenant's trade fixtures, equipment and
personal property on the Demised Premises, a policy of "special form" (sometimes
referred to as "Special Extended Coverage" and formerly known as "all-risks") including sprinkler damages, property insurance covering the full replacement value of such property. Tenant shall be responsible for Tenant's own insurance coverage for Tenant's contents and improvements, including sprinkler coverage.

(c) **Force Placed Insurance.** If Tenant fails to maintain such insurance, Landlord may, but is not required to, after notice to Tenant and expiration of a reasonable opportunity to cure, procure and maintain the same at Tenant's expense, such amounts to be reimbursed by Tenant as Additional Rent within ten (10) days of written demand.

(d) **Deductible; Coverage.** Any deductible under any insurance policy maintained by Tenant and in excess of One Thousand Dollars ($1,000.00) must be approved by Landlord in writing prior to issuance of such policy. The limit of any such insurance shall not limit the liability of Tenant hereunder.

Section 32. **Requirements for Insurance Policies.**

(a) **Landlord and Tenant Insurance Requirements.** Landlord and Tenant shall maintain insurance policies (i) on a per occurrence basis, (ii) providing primary coverage and not calling upon any other insurance procured by other parties for defense, payment or contribution, (iii) containing endorsements indicating that Landlord and Tenant will endeavor to provide thirty (30) days' advance written notice to named insureds of any cancellation or reduction in coverage, and (iv) written by responsible insurance companies licensed to do business in Pennsylvania and having a size and rating by A.M. Best of no less than A-/X.

(b) **Evidence.** Prior to the Possession Delivery Date and at least 30 days prior to the expiration of any existing policy to the extent commercially practicable, Landlord and Tenant will provide the other with a policy or declaration page showing all required insurance.

Section 33. **Prior Agreements, Amendments.**

(a) **Entire Agreement.** This Lease constitutes the entire agreement between the parties relating to the subject matter contained herein. Neither party hereto has made any representations or promises except as contained herein or in some further writing signed by the party making such representation or promise, which, by its express terms, is intended to supplement the terms hereof.
(b) **Amendments.** No agreement hereinafter made shall be effective to change, modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Notwithstanding the foregoing, no warranty, representation, covenant, writing, document, instrument, amendment, modification, agreement or like instrument shall be binding upon or enforceable against either party unless executed by both parties.

Section 34. **Captions.** The captions of the paragraphs in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

Section 35. **Mechanic's Liens.** Tenant shall keep the Premises and Building free from any mechanics' or materialmen's liens for labor or materials furnished by or on behalf of Tenant and shall remove any such lien within thirty (30) days after it is filed by bonding or other manner or to otherwise provide Landlord, in Landlord's sole judgment, adequate security against such lien. In the event Landlord is named in any claim or action related to a mechanic's or materialmen's lien for labor or materials furnished by or on behalf of Tenant, Tenant shall indemnify, defend and hold Landlord harmless from and against all costs, claims and liabilities (including a reasonable attorney fee) incurred on account thereof. No work performed by or on behalf of Tenant shall be deemed for Landlord's benefit in any event.

Section 36. **Estoppel Statement.** Upon request in writing from the other party, each party shall from time to time, within ten (10) business days after request by the other party, execute, acknowledge and deliver to the requesting party, or to any third party designated by the requesting party, a statement in writing certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments of modification), the dates to which Rent and other charges have been paid, and whether or not, to the best of their knowledge, the requesting party is in default hereunder or whether any claims or demands exist against the requesting party (and, if so, the default, claim and/or demand shall be specified).

Section 37. **Broker.** Landlord and Tenant each represents and warrants to the other that such party has had no dealings, negotiations or consultations with respect to the Premises or this transaction with any broker or finder other than Tornetta Realty Corp. and CRESA. Each party shall indemnify and hold the other harmless from and against all liability, cost and expense, including attorney's fees and court costs, arising out of any misrepresentation or breach of warranty under
this Section 37.

Section 38. Additional Definitions.

(a) **Tenant.** The word "Tenant" as used in this Lease shall be construed to mean Tenant and all permitted successors and assigns and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Tenant and its successors and assigns, provided that this Lease shall not inure to the benefit of any assignee or successor of Tenant except upon the express written consent of Landlord as herein provided.

(b) **Landlord.** The term "Landlord" as used in this Lease means the fee owner of the Building and Condominium Unit 3, In the event of the voluntary or involuntary transfer of such ownership or right to a successor-in-interest of Landlord, Landlord shall be freed and relieved of all liability and obligation hereunder which shall thereafter accrue and Tenant shall look solely to such successor-in-interest for the performance of the covenants and obligations of the Landlord hereunder which shall thereafter accrue.

Section 39. Sprinkler System. The Sprinkler System shall remain Tenant’s sole responsibility.

Section 40. Quiet Enjoyment. Upon payment by Tenant of the Rent and other sums provided herein and Tenant's observance and performance of the covenants, terms and conditions of this Lease to be observed and performed by Tenant, Tenant shall peaceably hold and quietly enjoy the Premises for the Term without hindrance or obstruction by Landlord or any other person claiming by, through or under Landlord, subject to the terms and conditions of this Lease.

Section 41. Miscellaneous.

(a) **Non-Waiver.** The failure of Landlord to insist in any one or more instances upon the strict performance of any one or more of the agreements, terms, covenants, conditions or obligations of this Lease, or to exercise any right, remedy or election herein contained, shall not be construed as a waiver or relinquishment in the future of such performance or exercise, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. Efforts by Landlord to mitigate the damages caused by Tenants
default shall not constitute a waiver of Landlord's right to recover damages as provided hereunder.

(b) Partial Invalidity. If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(c) Construction. This Lease shall be governed in all respects by the laws of the Commonwealth of Pennsylvania.

(d) Recordation. Neither this Lease nor any memorandum hereof shall be recorded.

(e) Intentionally Omitted.

(f) Condition of Premises on Surrender. Upon the termination of this Lease in any manner whatsoever, Tenant shall remove Tenant's goods and effects and those of any other person claiming under Tenant, and quit and deliver up the Premises to Landlord peaceably and quietly broom clean and in good order and condition except for reasonable use, wear and tear thereof. Goods and effects not removed by Tenant at the termination of this Lease, however terminated, shall be considered abandoned and Landlord may dispose of and/or store the same as it deems expedient; provided, however, Tenant shall specifically remove, at Tenant's cost, at sole option of Landlord, all improvements installed by Tenant, including but not limited to all plumbing, electrical, HVAC and partition systems, cabling, wiring, fixtures and improvements installed for Tenant's use. Tenant shall however be obligated to remove all furniture and other unattached movable personal property and if tenant fails to so remove such property, Landlord may dispose of such property at Tenant's expense.

(g) Rules and Regulations. Tenant shall observe the Rules and Regulations along with the Declaration of Condominium and any rules and regulations issued by the Condominium Association for the Campus, as the same may from time to time be amended by the Condominium Association; provided, however, no amendment to the Rules and Regulations and the Declaration of Condominium shall be effective as to Tenant or enforceable against Tenant unless Tenant shall have expressly consented to such amendment if such modifications materially, adversely affect Tenant's business or use of the Demised Premises as
permitted in this Lease.

(h) **Disclosure.** It is hereby expressly agreed and understood that Tornetta Realty Corp. is acting as agent for Landlord, only, and shall not in any event be held liable to the Tenant for the fulfillment or nonfulfillment of any of the terms and conditions of this Lease nor for any action of proceedings that may be taken by tenant against the Landlord, other than due to the gross negligence or willful misconduct of said Agent. Landlord and Tenant agree and understand that certain officers and directors of Tornetta Realty Corp. have an interest in the ownership of Condominium Unit 3.

(i) **Force Majeure.** In the event either party shall be delayed or hindered, or prevented from the performance of any act required hereunder, by reason of act of God, fire casualty, unusual action of the elements, strikes, lockouts, other labor troubles, inability to procure, or general shortage of labor, equipment, facilities, materials or supplies, failure of transportation or of power, restrictive governmental laws or regulations adopted after the execution of this Lease, riots, insurrection, war or any other cause similar or dissimilar to the foregoing beyond the control of such party, the performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for the period necessary to complete performance after the end of the period of such delay provided in all events the party claiming such force majeure delay provides written notice of such delay within ten (10) business days of the commencement of such delay.

(j) **Consent to Jurisdiction.** Tenant hereby consents to the exclusive jurisdiction of the Common Pleas Court of Montgomery County, Pennsylvania and/or the United States Court for the Eastern District of Pennsylvania in any and all actions or proceedings arising under this Lease, and waives any claim for lack of personal jurisdiction, lack of venue or forum non conveniens.

(k) **Waiver of Jury Trial.** Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counter claim brought by either of the parties hereto against the other as to any matters arising out of or in any way connected with this Lease.

(l) **Tenants Financial Statement(s).** Within ninety (90) days after the end of Tenant's fiscal year, Tenant shall provide current financial statements to Landlord.
(m) **Security.** Landlord has no duty to provide security for the Building or the Demised Premises and Landlord shall not be responsible for preventing unauthorized or improper behavior or access to the Building or to the Premises. Accordingly, Tenant shall be responsible for security of the Premises and the security and safety of Tenant's employees, invitees, officers, directors, contractors, subcontractors and agents. In furtherance of the foregoing, Landlord assumes no liability or responsibility for Tenant's personal property, whether located in the Premises or elsewhere in the Building. Tenant further acknowledges that Landlord may (but shall have no obligation to) alter current security measures in the Building.

(n) **Binding Effect.** The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

Section 42. **Non-Foreign/OFAC Certification.**

(a) **Certification.** Tenant hereby certifies that Tenant is not a non-resident, alien, or foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as these terms are defined in the Internal Revenue Code and Income Tax Regulations); that Tenant's Social Security number of Federal Income Tax number and Tenant's home or office address are as follows:

Tax I.D.:  
Address:  

Tenant acknowledges that this certification may be disclosed to the Internal Revenue Service pursuant to federal law.

(b) **Additional Representations.** Further, Tenant certifies that:

(i) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(ii) Tenant is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.
(c) Indemnity. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord and Agent, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Section 43. Consumer Notice. Tenant and Landlord acknowledge that they each have received a copy of the Consumer Notice as adopted by the State Real Estate Commission at Pa. Code §35.336. Tornetta Realty Corp. is agent for Landlord, only, in this Lease.

Section 44. Counterparts. This Lease may be signed in one or more counterparts, all of which together shall constitute one agreement.

Section 45. Authority. The individuals executing this Lease represent they have full power and authority to bind the party for which they sign to all terms and conditions of this Lease.

Section 46. No Deemed Lease. The submission of this Lease by Landlord to Tenant for examination does not constitute a reservation of or option for the Leased Premises or of any other space within the Building. This Lease shall become effective as a Lease only upon the execution and legal delivery thereof by both parties thereto.

Section 47. Early Termination. Tenant shall have the right to terminate this Lease Agreement within ten (10) days after receiving notice that it was not granted its license at this location, or at any time prior to September 1, 2017. If Tenant does not terminate this Lease Agreement within said ten (10) day period or prior to September 1, 2017, then Tenant shall pay its first month's rent to Landlord on October 1, 2017 and said Lease shall remain in full force and effect and Tenant shall no longer have the right to terminate.

Section 48. Purchase Option. Tenant shall have the onetime option to purchase the Unit for One Million Seven Hundred Fifty Thousand Dollars and zero/cents ($1,750,000.00) with closing to be between months 24 and 30 of the initial Lease Term. Tenant must notify Landlord in writing ninety (90) days prior to its exercise and execute an Agreement of Sale and deposit the necessary down money in accordance with the agreement to purchase as attached hereto as Exhibit “C”. This Purchase Option is exclusive to Tenant and shall not be assignable and is not transferable.

Section 49. Financial. Tenant agrees to maintain, during the term of this
Lease, a net equity of no less than One Million Dollars ($1,000,000.00), including immediately obtainable cash or other liquid funds of no less than Two Hundred Thousand Dollars ($200,000.00). Tenant shall submit to Landlord, annual financial statements, including balance sheet, prepared by a Certified Public Accountant and certified by an officer of the company, within ninety (90) days after each fiscal or calendar year.

**Section 50. Management Responsibilities on the Building.** It is agreed and understood that the Tenant shall be responsible to maintain its own Building as stated herein and that the Tenant does not have to engage the services of the Landlord in the maintenance of said Building; however, the Landlord shall have the right to inspect the Building so that the Building is maintained in accordance with the terms of this Lease.

**IN WITNESS WHEREOF,** the parties hereto have caused this Lease to be executed by their duly authorized representatives the day and year first above written.

**LANDLORD:**

436 Plymouth Road Associates, L.P.
By: Swede Nor, Inc., General Partner

[Signature]

(SEAL)

PresIDENT

Attest:

**TENANT:**

iLera Healthcare, LLC

Attest: [Signature]

[Signature]

(SEAL)

Name: LISA GRAY
Title: MANAGER

Form approved: ______

Notary on following page
STATE OF PENNSYLVANIA :  
COUNTY OF MONTGOMERY:

On the 17th day of March, 2017, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lissa Gray, known to me (satisfactorily proven) to be the Manager of Lera Healthcare LLC, whose name is subscribed to the within instrument and who acknowledges that (s)he has the authority to sign on behalf of Lera Healthcare LLC and that (s)he has executed the same for the purposes therein contained.

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

[Signature]
Notary Public
My Commission expires:

[Seal]
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
THOMAS N. CAROSELLO, JR., Notary Public
Plymouth Twp., Montgomery County
My Commission Expires: Nov. 28, 2020
Exhibit Index

A - Condo Plan and Legal Description
B - Condominium Declarations
C - Agreement of Sale
CONFESSION OF JUDGMENT
EXPLANATION AND DISCLOSURE OF RIGHTS/WAIVERS

Landlord: 436 Plymouth Road Associates, L.P.

Tenant: Ilera Healthacare, LLC

Lease: Interchange Corporate Center Condominiums
Unit 3, consisting of approximately 3,000 RSF, at 420 Plymouth Road, Plymouth Meeting, PA 19462

1. Tenant has executed and delivered the Lease of even date. As an additional and material inducement to Landlord’s agreeing to the terms and conditions of the Lease, Landlord has required, and Tenant has agreed to give Landlord a warrant of attorney to confess judgment against Tenant to take possession of the Premises and eject Tenant from the Premises. This disclosure is executed and delivered to Landlord by Tenant to show that Tenant is knowingly, intelligently and voluntarily waiving the right to notice and hearing prior to the entry of the confessed judgment(s) and such other rights Tenant may have if a warrant of attorney to confess judgment for possession were not included in the Lease.

2. Tenant clearly and specifically acknowledges, understands and agrees as follows:

(A) THE WARRANTS OF ATTORNEY TO CONFESS JUDGMENT FOR POSSESSION CONTAINED IN THE LEASE ARE PROVISIONS PERMITTING LANDLORD TO ENTER JUDGMENT BY CONFESSION AGAINST TENANT;

(B) THE LEASE CONTAINS PROVISIONS PERMITTING LANDLORD TO ENTER JUDGMENT AND TAKE POSSESSION OF THE PREMISES WITHOUT EITHER NOTICE OR A HEARING;

(C) BY SIGNING THE LEASE CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT WILL GIVE UP THE RIGHT TO ANY NOTICE (EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THE LEASE ) OR OPPORTUNITY TO BE HEARD PRIOR TO THE ENTRY OF A CONFESSED JUDGMENT FOR POSSESSION ON THE RECORDS OF THE COURT;
(D) BY SIGNING THE LEASE CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT AGREES LANDLORD CAN ENTER JUDGMENT PRIOR TO PROOF OF NON-PAYMENT OR OTHER DEFAULT UNDER THE LEASE ON THE PART OF TENANT;

(C) BY SIGNING THE LEASE CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT WILL BE SUBJECT TO A GRANT OF POSSESSION OF THE PREMISES TO LANDLORD PRIOR TO PROOF BY LANDLORD OF NON-PAYMENT OR OTHER DEFAULT UNDER THE LEASE ON THE PART OF THE TENANT;

(F) BY SIGNING THE LEASE CONTAINING THE CONFESSION OF JUDGMENT CLAUSES, TENANT WILL NOT BE ABLE TO CHALLENGE A JUDGMENT ENTERED BY CONFESSION FOR POSSESSION, EXCEPT BY PROCEEDING TO OPEN OR STRIKE THE JUDGMENT. SUCH A PROCEEDING MAY RESULT IN ATTORNEY’S FEES AND COSTS WHICH TENANT MAY HAVE TO PAY.

(G) TENANT ACKNOWLEDGES, KNOWS AND UNDERSTANDS THAT IT IS THE CONFESSION OF JUDGMENT CLAUSES IN THE LEASE WHICH GIVE LANDLORD THE RIGHTS ENUMERATED IN A THROUGH F OF PARAGRAPH 2 ABOVE. IF TENANT WERE NOT TO SIGN THE LEASE WHICH CONTAINS CONFESSION OF JUDGMENT CLAUSES DESCRIBED ABOVE, TENANT WOULD HAVE THE FOLLOWING RIGHTS:

(A) THE RIGHT TO HAVE NOTICE AND AN OPPORTUNITY TO BE HEARD PRIOR TO ENTRY OF JUDGMENT;

(B) THE RIGHT TO HAVE LANDLORD BEAR THE BURDEN OF PROVING A DEFAULT BEFORE SUCH LANDLORD COULD TAKE POSSESSION OF THE PREMISES;

(C) THE RIGHT TO AVOID THE ADDITIONAL EXPENSE OF ATTORNEY’S FEES AND COSTS INCIDENT TO THE OPENING OR STRIKING OF A CONFESSED JUDGMENT.

4. Tenant, with full and complete understanding of these rights which Tenant gives up, waives, relinquishes, and abandons respectively by signing and delivering the Lease, NEVERTHELESS FREELY, KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY CHOOSES TO SIGN THE LEASE WITH THE INTENTION TO GIVE UP, WAIVE, RELINQUISH, AND ABANDON TENANT’S KNOWN
5. Tenant acknowledges, represents and warrants to Landlord as follows:

(A) Tenant received a copy of this disclosure document at the time of signing;

(B) The Lease is a contract entered into for business purposes;

(C) Tenant's income exceeds $10,000 per annum.

6. This instrument may be signed in one or more counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, Tenant, intending to be legally bound, has executed this disclosure this 17 day of MARCH, 2017.

We have read this form in its entirety and understand its contents and have received a copy.

TENANT: iLera Healthcare, LLC

By: ____________________________
Name: LISA GRAY (SEAL)
Its: MANAGER

NOTARY ON FOLLOWING PAGE
STATE OF PENNSYLVANIA :  
COUNTY OF MONTGOMERY:

On the ______ day of ________________, 2017, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ________________, known to me (satisfactorily proven) to be the ________________ of ________________, whose name is subscribed to the within instrument and who acknowledges that (s)he has the authority to sign on behalf of ________________, and that (s)he has executed the same for the purposes therein contained.

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

[Signature]
Notary Public
My Commission expires:

[Seal]

COMMONWEALTH OF PENNSYLVANIA

[Stamp]

THOMAS N. CAROSELLO, JR., Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Nov. 28, 2020
March 10, 2017

Pennsylvania Department of Health
Health and Welfare Building
8th Floor West
625 Forster Street
Harrisburg, PA 17120

RE: Zoning approval for Plymouth Meeting, PA Bank Location for Ilera Healthcare LLC

Dear Sir/Madam

Ilera Healthcare LLC, a Pennsylvania company which is currently applying for one of the medical marijuana grower/processor as well as a dispensary licenses in Pennsylvania has identified our available bank property in Plymouth Meeting, PA, Montgomery County, for use as its primary dispensary location. This property is zoned “Interchange Development District”. Our organization owns the grounds and commercial building adjacent to this facility. Ilera will approach the Township to get a ‘special use’ approval for Medicinal Marijuana Dispensing.

We consider this an excellent location for Ilera to operate their facility and look forward to having them as a Tenant.

Thank you for considering our letter of support and please do not hesitate to contact me if I may be of any further assistance.

Sincerely,

436 PLYMOUTH ROAD ASSOCIATES

By: SWEDE NOR CORP., General Partner

[Signature]
Attachment D: Site and Facility Plan

Instructions:
- Applicants must show that they can expeditiously use a site and facility to meet the activities described in the permit by attaching one of the following:
  - If the facility is in existence at the time the initial permit application is submitted, submit plans and specifications drawn to scale for the interior of the facility
  - If the facility is in existence at the time the initial permit application is submitted, and the applicant plans to make alterations to the facility, submit renovation plans and specifications for the interior and exterior of the facility
  - If the facility does not exist at the time the initial permit application is submitted, submit a plot plan that shows the proposed location of the facility and an architect's drawing of the facility, including a detailed drawing, to scale, of the interior of the facility
- The applicant also must submit evidence that the applicant is in compliance or will be in compliance with the municipality’s zoning requirements
- Complete this cover sheet. Scan this sheet and the appropriate documents and save it as a PDF file called "Attachment D," using the appropriate file name format

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

Ilara Healthcare LLC

Trade names and DBA (doing business as) names:

Principal Business Address: 625 Sussex Rd

<table>
<thead>
<tr>
<th>City: Philadelphia</th>
<th>State: PA</th>
<th>Zip Code: 19096</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone: 267-765-3233</td>
<td>Fax: 267-765-3221</td>
<td>Email: DOH REDACTED</td>
</tr>
</tbody>
</table>
March 10, 2017

Pennsylvania Department of Health
Health and Welfare Building
8th Floor West
625 Forster Street
Harrisburg, PA 17120

RE: Zoning approval for Plymouth Meeting, PA Bank Location for Ilera Healthcare LLC

Dear Sir/Madam

Ilera Healthcare LLC, a Pennsylvania company which is currently applying for one of the medical marijuana grower/processor as well as a dispensary licenses in Pennsylvania has identified our available bank property in Plymouth Meeting, PA, Montgomery County, for use as its primary dispensary location. This property is zoned “Interchange Development District”. Our organization owns the grounds and commercial building adjacent to this facility. Ilera will approach the Township to get a ‘special use’ approval for Medicinal Marijuana Dispensing.

We consider this an excellent location for Ilera to operate their facility and look forward to having them as a Tenant.

Thank you for considering our letter of support and please do not hesitate to contact me if I may be of any further assistance.

Sincerely,

436 PLYMOUTH ROAD ASSOCIATES

By: SWEDEN NOR CORP., General Partner

[Signature]
Attachment E: Personal Identification

Instructions:
- For each principal, financial backer, operator and employee, attach the following:
  1. A curriculum vitae or resume, maximum of two pages
  2. A verification of identity satisfactory to the Department. The following are acceptable forms of verification of identity:
     o A valid Pennsylvania Photo Driver’s License
     o A valid Pennsylvania Photo Identification Card
     o A valid Pennsylvania Photo Exempt Driver’s License
     o A valid Pennsylvania Photo Exempt Identification Card
     o A valid U.S. Armed Forces Common Access Card
     o A valid U.S. passport
- Complete this cover sheet. Scan this sheet and the curricula vitae and identification documents and save as a PDF file called “Attachment E,” 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:

Ilera Healthcare LLC

Trade names and DBA (doing business as) names:

Principal Business Address:

<table>
<thead>
<tr>
<th>Address 1</th>
<th>Address 2</th>
<th>Address 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A global leader in information services solutions with US $13B in revenue and 55,000 employees
State of ___Pennsylvania___________

County of ___Philadelphia____________

The undersigned, ___Lisa Gray_____, 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>Greg Rochlin</td>
<td>Chairperson and Principal</td>
<td>Chesapeake Health Sciences, Baltimore, MD</td>
<td></td>
<td>8/2015 - Present</td>
</tr>
<tr>
<td>Shannon Hexter</td>
<td>Principal</td>
<td>Chesapeake Health Sciences, Baltimore, MD</td>
<td></td>
<td>5/2014 - present</td>
</tr>
<tr>
<td>Shane Johnson</td>
<td>Founder and Board Member</td>
<td>NNV Operations I, Inc. dba Silver State Trading, Reno, NV</td>
<td></td>
<td>2014 - present</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).

Manager
Signature of Affiant and Title
Date

Sworn to and subscribed before me this 18th day of MARCH, 2017

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
MARDIO NELSON KESHIHIAN
Notary Public
CITY OF PHILADELPHIA, PHILADELPHIA CNTY
My Commission Expires Apr 6, 2020

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

State of Pennsylvania ss:

County of Philadelphia ss:

The undersigned, Lisa Gray, hereby certifies the following by checking the boxes below:

Principal(s):

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

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

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

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

Operator(s):

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

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

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

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

Financial Backer(s):

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

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

Name(s): ________________________________
Offense(s): ________________________________

[Signature]
Signature of Affiant and Title

3/1/2017
Date

Sworn to and subscribed before me this 2nd day of MARCH, 2017.

[Notary Public]
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARO NICOLE KESHISHIAN
Notary Public
CITY OF PHILADELPHIA, PHILADELPHIA CNTY
My Commission Expires Apr 6, 2020

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Attachment H: Tax Clearance Certificates

Instructions:

- Completion of this form is a condition of this application and will authorize the Pennsylvania Department of Revenue (DOR) and the Department of Labor and Industry (L&I) to review the tax records of the applicant and its principals and other persons affiliated with the applicant, as part of the permit application review by the Pennsylvania Department of Health (Department).
- Your signature on this form also represents a waiver of confidentiality of this information. Your signature allows DOR and L&I to provide tax information to the Department.
- If the applicant’s business is not at a stage where a tax clearance certificate is possible, the application may be considered to be complete if the applicant provides a copy of form PA-100, PA Enterprise Registration Form.
- Complete this cover sheet. Scan this sheet with the completed Application for a Tax Clearance Review and save it as a PDF file called "Attachment H," using the appropriate file name format.

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

Ilera Healthcare LLC

Trade names and DBA (doing business as) names:

Principal Business

[Redacted]

[Redacted]

[Redacted]

NOTE: Given the early stage of this entity, a PA-100, PA Enterprise Registration Form, has been filed and has been attached.

Application for a Tax Clearance Review (for completeness sake, in addition to the attached PA-100, the bottom requested information has been provided also.)

Ilera Healthcare LLC
Name listed on tax return
82-0657724
Employer Identification Number

[Redacted] [Redacted]
Address City State Zip Code

I certify that I am the individual whose tax records are to be reviewed. If the tax records are for an entity, I certify that I am the authorized signatory for the applicant.

[Signature of officer or authorized signatory]

[Save name]

Telephone number Date

3/13/2017

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
DOH Redacted
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 )
                     ) ss:
County of Delaware   )

I/WE BRINKER SIMPSON & COMPANY., L.L.C., Certified Public Accountants

ADDRESS 940 West Sproul Road | Suite 101 | Springfield, PA 19064 / Delaware County
p: 610-544-5900 | f: 610-544-7455

For the following applicant:

Ilera Healthcare LLC

hereby certify that the Applicant named has at least $150,000 on deposit with one or more financial institutions:
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]  
3-16-17  
Signature of Affiant and Title  
Date

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

[Signature]  
Notary Public

MY COMMISSION EXPIRES: June 4, 2019

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
ATTACHMENT K: RELEASE AUTHORIZATION

TO: __________________________________________________________

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

FROM: ___ Ilera Healthcare LLC _____________________________

Applicant’s Name

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have executed this Release on this 2 day of March, 2017.

Authorized Signatory

STATE OF PENNSYLVANIA )
COUNTY OF PHILADELPHIA )

On this 2nd day of MARCH, 2017, before me, a Notary Public, personally appeared LISA GRAY (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.

My Commission Expires: APRIL 6, 2020

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARCIO BOYCE
Notary Public
CITY OF PHILADELPHIA, PHILADELPHIA CNTRY
My Commission Expires Apr 6, 2020
Principals, Financial Backers, and Operators (Contd.)

Name and Residential Address

Kevin A. Maiden, SR
Occupation: Security  Title: Director, Security and Logistics

Charles Laudadio, MD, MBA
Occupation: Physician  Title: Registered Physician

Oludare J Odumosu, PhD, MPH
Occupation: Pharmaceuticals  Title: COO

Mark A Edwards, Esq
Occupation: Attorney  Title: General Counsel & Compliance Officer

Christopher J Lesovitz, CPA
Occupation: Pharmaceuticals  Title: CFO