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:

<table>
<thead>
<tr>
<th>Northwest</th>
<th>Northcentral</th>
<th>Northeast</th>
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<tr>
<td>Southwest</td>
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County 1 (Primary Dispensary Location): [Redacted]

County 2 (if applicable):

County 3 (if applicable):
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.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Section 1 – Applicant Name, Address and Contact Information

<table>
<thead>
<tr>
<th>Business or Individual Name and Principal Address</th>
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<tbody>
<tr>
<td><strong>Business Name,</strong> as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:</td>
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<tr>
<td><strong>Other trade names and DBA (doing business as) names:</strong></td>
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<tr>
<td><strong>Business Address:</strong></td>
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<td>City:</td>
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<td>Phone:</td>
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Primary Contact, or Registered Agent for this Application

| Name: | | |
|-------| | |
| Address: | | |
| City: | State: | Zip Code: |
| Phone: | Fax: | Email: |

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

| Yes | No |
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)

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<th>Facility Name:</th>
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<td>City:</td>
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<td>State:</td>
<td>PA</td>
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<td>Zip Code:</td>
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<td>County:</td>
<td>[Redacted]</td>
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<tr>
<td>Municipality:</td>
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PLEASE PROVIDE A DESCRIPTION OF THE PUBLIC ACCESS TO THE DISPENSARY LOCATION, INCLUDING ANY LOCAL PUBLIC TRANSPORTATION THAT MAY BE AVAILABLE:

[Redacted text]
**Second Dispensary Location**

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

**Third Dispensary Location**

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

Mission Statement

is devoted to building and nurturing a diverse and inclusive working environment and is committed to equal opportunity employment and participation throughout the organization. This commitment also applies to our vendors, suppliers and independent contractors. In order to fulfill this mission:

(1) We acknowledge the inherent social and economic value of organizational diversity and consistently promote this culture throughout all levels of the .
(2) Our goal is for the company's labor force and vendor and supplier relationships to reflect the diversity of the communities we serve. (3) We will therefore provide equal opportunity and access across diverse groups. (4) We will take affirmative action to reach out to diverse groups and segments of the population, to actively identify, attract, and engage diverse employees, vendors, suppliers and independent contractors. (5) And finally, we will create an atmosphere and corporate culture that celebrates diversity and rewards our success in this mission.

This above statement will be posted in prominent places throughout the facility and literature to communicate our diversity and inclusion mission to our Team Members our Business Partners and our Community.

Prioritizing Diversity

Diversity is a social issue but it is also a market-based issue and our market is diverse and multicultural. We will communicate this ideology to senior management and throughout our organization. Academic studies have shown that socially diverse groups are more innovative than their homogeneous counterparts. When people from different backgrounds, genders, and races come together to solve problems, they bring with them different information, opinions, and perspectives. This mix of perspectives enhances creativity, lends itself to a fuller understanding of market issues, and leads to more fresh ideas and spontaneous breakthroughs.

For example, a 2015 study performed by the management consulting firm,
concluded more diverse companies are more likely to have financial returns above national industry medians. In their 2015 report, [insert citation], they examined proprietary data sets for 366 public companies across a range of industries in Canada, Latin America, the United Kingdom, and the United States. In this research, they looked at metrics such as financial results and the composition of top management and boards. Their findings are as follows:

- Companies in the top quartile for racial and ethnic diversity are 35 percent more likely to have financial returns above their respective national industry medians.
- Companies in the top quartile for gender diversity are 15 percent more likely to have financial returns above their respective national industry medians.
- Companies in the bottom quartile both for gender and for ethnicity and race are statistically less likely to achieve above-average financial returns than the average companies in the data set (that is, bottom-quartile companies are lagging rather than merely not leading).
- In the United States, there is a linear relationship between racial and ethnic diversity and better financial performance: for every 10 percent increase in racial and ethnic diversity on the senior-executive team, earnings before interest and taxes (EBIT) rose 0.8 percent.
- Racial and ethnic diversity has a stronger impact on financial performance in the United States than gender diversity, perhaps because earlier efforts to increase women’s representation in the top levels of business have already yielded positive results.
- In the United Kingdom, greater gender diversity on the senior-executive team corresponded to the highest performance uplift in our data set: for every 10 percent increase in gender diversity, EBIT rose by 3.5 percent.
- While certain industries perform better on gender diversity and other industries on ethnic and racial diversity, no industry or company is in the top quartile on both dimensions.
- The unequal performance of companies in the same industry and the same country implies that diversity is a competitive differentiator shifting market share toward more diverse companies.

For our diversity plan to succeed managers and decision makers within the organization must acknowledge the tremendous benefits of diversity. Increasing awareness of this kind of information is vital across all areas of [insert department name] will be an integral part of our overall plan.
DIVERSITY OF PRINCIPALS, OPERATORS, FINANCIAL BACKERS AND EMPLOYEES

As described above, [company name] is committed to diversity from the top down. The following is a description of the diversity status for the current members of the organization for those positions that have been filled as of this writing:

OFFICIAL AFFIRMATIVE ACTION PLAN

[Redacted text]

[Redacted text]
This plan includes:

- Designation of someone to manage diversity plan
- Organization of a Diversity Committee within the Company
- Employee Recruitment practices and policies
- Selection and Orientation practices and policies
- Setting Diversity Goals
- Outreach
- Training
- Workforce Utilization
- Reporting

**Diversity Manager** will designate a Diversity Manager responsible for strategic planning and evaluation of each department’s success in the implementation of the Diversity Plan. This position will report directly to the CEO. The Compliance and Human Resources Manager will serve as the Diversity Manager and Equal Opportunity Coordinator for the company and has the responsibility for monitoring the company’s equal opportunity and affirmative action practices. This role will ensure the company provides equal employment opportunity to all individuals regardless of their race, color, creed, religion, gender, age, sexual orientation, national origin, disability, veteran status, or any other characteristic protected by state, federal, or local law. Further, this manager will assist in taking affirmative action to ensure applicants are employed and employees are treated during employment without regard to any of these characteristics. Discrimination of any type will not be tolerated.

The following is a summary of the **Duties and Responsibilities assumed by the Compliance/Diversity Manager**:

- Assists with the development of policies and programs to attract, retain and promote a diverse workforce for the organization.
- Measure state and local labor force to determine the pool of diversity from which the Company can draw talented employees. This will assist with the ability to target a company ratio that appropriately represents the population.
- Determines the appropriateness of introducing diversity initiatives and
considers the unique needs of the organization.

- Develops training schedules to educate employees and managers on how to recognize, accommodate and appreciate individual differences and how these can be bridged back to assist in meeting company business plans.
- Creates or coordinates purchase of e-learning diversity training materials and coordinates online training.
- Audits older diversity training materials for updating and transitioning into e-learning formats.
- Develops metrics for measuring the effectiveness of corporate diversity initiatives implemented and prepares quarterly reports to senior management on the value of the initiatives. Refine Workforce Utilization Reporting process.
- Keeps current on diversity programs and developments by maintaining contact with others in the field (e.g., professional association and educational groups, and professional development efforts).
- The diversity manager supervises management in all departments with respect to the diversity plan within all departments. The diversity manager works closely with human resources and department heads regarding diversity initiatives and hence will have strong supervisory project management organizational and interpersonal skills.
- Serves as head of the Diversity Committee

Diversity Committee
The Diversity Manager will head a committee within the organization comprised of the CEO, department heads such as the General Manager. This “Inclusion Performance Team” will:

1. Assist with the development and continual refinement of the affirmative action plan
2. Ensure Internal Diversity Goals are adopted by the Organization at all levels
3. Develop a plan for Diversity Oriented Outreach or Events the Organization will conduct
4. Develop a plan for contracting with diverse groups and the expected dollar amount to be paid to these diverse groups
5. Develop training materials or professional development programs for diverse groups
6. Review Workforce Utilization Report information. This report will be delivered to senior management, retained in the Compliance Department and be available for inspection by the Department
The specific activities may include:

- Developing policy statements and diversity programs to effectuate the Diversity and Inclusion Plan.
- Developing and executing internal and external communication including:
  - The dissemination of the Diversity and Inclusion Mission Statement throughout the company as well as to business partners, prospective Team Members, Team Members, contractors and vendors.
- Identifying opportunities for improvement.
- Assisting management in implementation of the Company’s Diversity and Inclusion Plan and in arriving at solutions to any perceived challenges.
- Designing and reporting information that will:
  - Measure the effectiveness of the Diversity and Inclusion Plan;
  - Identify and communicate areas with opportunities for improvement;
  - Determine the degree to which objectives have been attained;
  - Provide all required statistical reports and documentation to the Pennsylvania Department of Health
  - Serving as liaison between the Company and law enforcement agencies, local organizations concerned with employment opportunities for minorities, women, veterans and the disabled, community action groups and community service programs.
  - Performing periodic reviews of hires, promotions, terminations, job classifications, management and supervisory practices, work assignments, training, upward mobility programs, and other terms and conditions of employment as necessary, to ensure adherence to the goals of the Diversity and Inclusion Plan.
  - Ensuring that the Diversity and Inclusion Plan’s Mission Statement is identified and posted in Team Member areas.
  - Assisting the purchasing department in fulfilling the goal of creating participation opportunities for diverse groups in the supply of goods and services to the facility.
  - Assisting the purchasing department in the development of a diverse vendor and supplier database in order to better ensure participation by minority, women, and disadvantaged business entities (“M/W/DBE’s”).

**Employee Recruitment:** Our diversity team will engage in research regarding the distinctive characteristics and trends that are unique to our community. We will thoroughly examine a variety of data including but not limited to economic,
demographic, ethnographic, psychographic, cultural to help us determine the most productive approach to achieve our diversity goals. For example, maybe there is a growing but economically underrepresented minority in the community or a history of discrimination against women or a large veteran population. Perhaps there are incidences of a particular disability due to environmental factors. Tensions between two or more ethnic groups.

A combination of data and outreach will help us develop a diversity and inclusion strategy that includes a focus in the following areas: Community Outreach, Microtargeting, Academic Partnerships, Employment Branding and Advertising, Vendor Relationships, Sponsorships, and an early identification plan to improve employment opportunities in the local community. In each of these areas we’ve developed action steps for driving diversity and inclusion for the organization.

**Community Outreach:** The employment team will cooperate with community action partners to develop a program whereby these community action partners are regularly notified when any positions become available. We will participate in job fairs that reach into diverse populations.

**Microtargeting:** Traditional and online advertising may be limited by regulations however, if regulations allow, we will specifically microtarget certain media outlets that speak directly to diverse communities like: Publications that reach out to the Hispanic Community, Advertisement for Employment in Asian or Latino newspapers and magazines.

**Website & Social Media**

Corporate website will have an area dedicated to our Diversity & Inclusion objectives. Prospective employees can navigate to the area named “Diversity & Inclusion” and review our plan. Our website will be utilized as a source of recruitment for opportunities in operational areas.

An ongoing Social Media campaign will help us digitally interact with the community and engage in discussions about our company. Part of our digital strategy will include periodic announcements about our diversity objectives supported by digital imagery. For example, any partnership with a community action partner will be announced. We may also announce new hires when appropriate.
Public Relations
The themes associated with Diversity and Inclusion will be part of our overall Public Relations strategy. When appropriate, we will craft and send press releases to local media making our Senior Management Team available for interviews and discussions on matters regarding diversity. We will also profile and feature our women, minority, veteran, disabled, and LGBTQ employees when appropriate.

Academic Partnerships
will partner with area schools with specialized programs to encourage internships and real-work opportunities for students. We will also plan to make available to current employees opportunities to complete other areas of study in online University Programs and other specific industry programs.

Employment Branding and Advertising: will continue to incorporate EEO and Diversity statements and initiatives into all of our HR campaigns. We will host and attend a variety of diversity job fairs. If regulations permit, our marketing efforts will include diverse imagery in our ads, collateral, and overall brand messaging. Candidates who visit our website for employment opportunities will find a section outlining our commitment to diversity and inclusion. Ongoing employee communications also include diverse messaging and provide literature in other languages, where appropriate.

Sponsorships : will seek out sponsorship, special events and activities in the community that will allow us to have access to diverse populations.

Hiring Process
Our goal is to ensure diversity and inclusion in our hiring decisions. We have and will continue to engage a diverse group of skilled interviewers to help us in our candidate selections. Candidates for employment will be interviewed by more than one manager to allow for a more balanced assessment of their employment potential. Our executive team will be extremely involved in our strategy and the development and execution of our Diversity and Inclusion Plan. Our human resources team will work hard to ensure our workforce reflects the diversity of the community in which operates.

Compliance and Human Resources Manager will take appropriate
measures to identify and coordinate recruitment efforts with employment sources serving disadvantaged and minority persons. We will have positive relationships with community organizations and visit them on a regular basis including presentations on employment opportunities with [Redacted], conducting pre-screen interviews on-site for their clients, participating in mock interview sessions with their clients as well as job fairs.

The Human Resources Department in collaboration with the Diversity Manager and The Inclusion Performance Team will review and implement on a regular basis additional ways to improve the pool of diverse candidates for all openings.

Selection and Orientation

[Redacted] employees who are responsible for recruitment and selection will be educated in lawful employment decisions. We will encourage all individuals to apply for positions with us and select the most appropriate and best fit for employment within our organization. Periodically, The Inclusion Performance Team will be responsible for supplemental orientation training.

Our materials will be distributed among our community outreach partners, sponsored events and other Diversity and inclusion programs. Our aim is to create a diverse group of applicants to choose from and to offer opportunity in areas where there may be a greater number of candidates seeking employment. Our Diversity Manager will conduct diversity and inclusion orientation workshops.

Our New Hire Orientation program fosters the engagement of our new hires with innovative yet simple content and strong links to organizational strategies and programs. Newly hired employees will begin their employment with us knowledgeable and excited about working for [Redacted]. Upon completion of orientation new hires will be equipped to describe and discuss our organizational culture and standards and have knowledge, and understanding, and an ability to demonstrate sensitivity to behaviors related to diversity and inclusion.

It is our policy to provide a positive and inclusive work environment which values individual differences and enables every team member to contribute and develop to the level of his or her potential.

To that end, it is our Goal that:
● Team members will recognize and understand the VALUE of diversity in the organization.
● Team members are respectful in work and actions toward other Team members;
● Company policies, procedures and systems will support and encourage diversity;
● An environment is created in which each Team Member can enhance his or her individual skills, abilities and levels of expertise;
● Each Team Member will recognize, respect and positively respond to the diversity of guests and suppliers of the Company as well as that of their fellow Team Members

It is our belief that valuing and celebrating diversity will result in respected and creative Team Members and a high level of guest and Team member satisfaction. We will ensure that all employment literature is clear and understandable including:

1. Online information available on our website.
2. Any collateral including written tests that may be used.
3. Post hire paperwork
   ● Employee Handbooks
   ● 401 K and other Employee Benefit Information
   ● Medical Health Information
4. Newsletters and company-wide communications

INTERNAL DIVERSITY GOALS
We have established specific diversity goals. In addition to being a [ ] and operated organization, we are also interested in hiring community members from protected classes, as well as identified areas within [ ] that have higher minority populations to host job fairs to recruit from a more diverse crowd. 10% of budget for outside contractors will be devoted to hiring minority groups. We have signed on [ ], a [ ] . We also plan on bringing on more people from protected classes on board as permanent employees, such as other minorities, people with disabilities and veterans. These goals and progress toward achievement will be reported to the Department. Below is our organizational chart to help us map out our hiring practices and to guide the workforce utilization report:
PLAN FOR OUTREACH EVENTS

The organization is committed to working with community outreach programs to coordinate efforts to attract diverse groups within the population. This will include gender, ethnic backgrounds, ages, national origins, veterans and sexual orientation. We will target the following areas by deploying members of our Diversity Team to liaison with different community action partners. We also host job fairs targeted towards our partners. Prior to the job fairs we will invite our partners to preview our Diversity Plan and discuss with them how we will select and retain local talent. Our partners will be regularly notified when any positions come available. Community action partners may include:

- WomenGrow
- Hispanic American Organizations
- Human Rights Campaign for LGBTQ Rights
- Local Chapter of NAACP
- African American, Hispanic & Asian Chambers of Commerce
- Local VA, or Veteran Groups like VFW, American Legion
- Addiction Recovery & Rehabilitation Centers: Recent Studies have shown decrease in opioid addiction in states that have approved medical marijuana programs.
- Other groups that represent Women, Minorities and the Disabled
- Local African American Colleges or Colleges with large minority populations
- Developing close relationships with federal, state and local agencies and minority hiring programs to increase opportunities for minority applicants.

CONTRACTS WITH DIVERSE GROUPS

We are committed to procuring goods, products, and services from a diversified pool of vendors and professional service providers. Our strategy is to work with a broad range of suppliers that are competitive in quality, service, and price. All suppliers are encouraged to support diversity efforts through the use of second-tier supplier programs.

The Vendor’s perspective of the Sourcing Process will look like the following:

- Identify a Grower/Processor Need
- Conduct and RFP (Request For Proposal)
- Evaluate the Submitted Proposals
• Contract Good or Service

Our vendors and contractors will have to meet multiple requirements within each of the sourcing steps including submitting their minority business certificate. We will have a process in place to shorten payment terms from smaller, certified vendors. We will designate a purchasing agent for the facility who will work with community partners that have offered services to connect potential vendors in need of counseling on financing, marketing, and the law. While we do not internally take on the role of mentoring every business, our business contacts help us guide potential vendors along a more viable path. After we are up and running we will consider launching a small scale mentor/protege program for MBEs.

Supplier Diversity Definitions and Overview
Supplier diversity will become part of our procurement process and will be completely integrated into our sourcing team. INSERT RELEVANT INFORMATION FOR REGIONAL DEMOGRAPHIC

In firms equal about 23,821. Minorities run 10,000 firms and Veterans come in around 7,572. As you can tell from the above graphic, more than half of all firms are run by men. However, we see an excellent opportunity to reach out to diverse vendors.

A “diverse supplier” is a supplier that holds one or more of the certifications listed below. We will utilize a third party service to verify certification status with a multitude of national, state, and local agencies. We encourage all diverse suppliers to maintain their status and meet periodic recertification requirements that may exist. As a rule, looks to find diverse suppliers that are based near our facility and tries to identify suppliers whose ethnicity represents the population surrounding the Grower/Processor facility. Typically a diverse supplier is one in which the business is more than 51% owned or managed by an individual or individuals who would fall into the following certified categories or in some cases in based on the zone in which the business is located.

• Disabled Business Enterprise (DIS)
We recognize a number of certifying agencies, including but not limited to:

- The National Minority Supplier Development Council (NMSDC) and its Regional affiliate councils.
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- The Small Business Administration (SBA) – 8 (a) program, HUBZone program, Small Business Enterprise (SBE), Small Disadvantaged Business (SDB).
- Federal Government Agencies (ex. National Department of Transportation, Department of Veterans Affairs)
- Vets First Verification Program (Vetbiz.gov)
- Unified Certification Program (UCP)
- State Government Agencies (ex. Dept. of Transportation)
- Local (county, city) Government Agencies
- Women Business Owners Corporation (WBOC)
- Women and Minority Business Enterprise Clearinghouse (WMBE)
- Women Business Enterprise National Council (WBENC)
- US Business Leadership Network (USBLN)

We will also pursue Pennsylvania’s **Small Diverse Business Self Certification** program for our own organization.

Our Diversity Committee will continuously improve our process. We will set deadlines for objectives we intend to reach on a quarterly and annual basis. Supply Diversity will be an integral part of the process of procurement and will be built into many of the tools used in the Sourcing process such as in-house sourcing templates. In addition, Sourcing will have a written policy manual with standard operating procedures for
internal use outlining our policies and procedures with regard to Supplier Diversity & Sustainability.

In the event a local or diverse supplier is not competitive enough to win a bid, we encourage our procurement staff to offer direct feedback to their suppliers to assist them in preparing for future opportunities. Much of the feedback comes in the shape of a standardized supplier feedback form which is often accompanied by a phone call from procurement staff. In short, the Company is committed to launch and continuously improve our diversity outreach efforts to find diverse suppliers eager to share in our success and to assist us in our goals on the procurement area.

TRAINING AND DEVELOPMENT PROGRAMS
We will develop a robust training and employment retention program where we can encourage personal and professional growth within our organization. This is a brand new industry for Pennsylvania, and many of the skills required are specialized. Because there is not an existing labor pool network with these specialized industry skill-sets within the state, this presents an amazing opportunity to attract a diverse workforce and train them to become industry experts. We will provide vocational training in order to integrate new-hires into the industry. Once they become accomplished experts in their field they will have a valuable personal asset and be set on a career path. It is more than just a job but is a career in a vibrant growing industry. We have engaged with premier industry consulting partners who have training programs designed to develop an employee from entry level to industry expert. They have developed comprehensive training materials and documented Standard Operating Procedures used in their own facilities and deployed in other states who are currently rolling out their Medical Marijuana programs. For a full description of our conceptual orientation and training program see attachment A. Filename: Attachment A Training, Document Name: Training Plan, Purpose: To Document Training program to develop a diverse workforce. In addition to this vocational industry training, we envision providing the following areas of instruction:

- Benefits Enrollment
- Supervisory Training
- Cultural Difference Awareness
- Mentoring
- Cross-Training
- Transition training within the organization
- Hazardous Material Training
- OSHA required courses
Continuing Education
Community Volunteering Incentives

In addition to our internal training, program managers will be encouraged to supplement this with outside seminars. The following is an upcoming event that our senior management will attend and bring back valuable information to the rest of the organization:

CULTURAL DIVERSITY IN THE CANNABIS INDUSTRY

Opportunities for Entrepreneurs and Investors

Friday, March 31, 2017
John Jay College of Criminal Justice
New York, New York

DESCRIPTION

Viridian Capital Advisors, LLC, a New York City-based financial and strategic advisory firm dedicated to the cannabis industry, is pleased to announce the first 2017 session of the Viridian Cannabis Investment Series.

Entitled “Cultural Diversity in the Cannabis Industry”, this private event will explore opportunities to bring cultural diversity into the cannabis industry by educating and inspiring a more diverse group of professionals to get involved. Cannabis legalization is spreading throughout the U.S. and the world, spearheading the growth of a multi-billion-dollar market. Yet, the industry in general lacks cultural diversity among its entrepreneurs, workforce, and investors.
OTHER INFORMATION DEMONSTRATING COMMITMENT
We have contracted the services of [redacted], a marijuana industry expert and professional to help us write the application. In addition to being a minority woman, she is also an expert on diversity in the marijuana industry and write her master’s thesis entitled “Enduring Racial Disparity after Marijuana legalization.” She is also one of the speaker for the Cultural Diversity in the Marijuana Industry: Opportunities for Entrepreneurs and Investors mentioned above.

WORKFORCE UTILIZATION REPORT
[redacted] is in its initial stages of organization and staffing. As employees are engaged the diversity of our entire team will begin to take shape through implementation of our affirmative action plan. The following is a conceptual design of the workforce utilization report to be completed and submitted to management on a quarterly basis:

### DEPARTMENTAL QUARTERLY WORKFORCE UTILIZATION

<table>
<thead>
<tr>
<th>Departm</th>
<th>Sales Department</th>
<th>Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Department</td>
<td>Job Description Summary</td>
</tr>
<tr>
<td>6/30/17</td>
<td>Sales</td>
<td>Sales Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sales Representative</td>
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<tr>
<td></td>
<td></td>
<td>Total Departmental Employees</td>
</tr>
</tbody>
</table>

**Period Q2 2017**

**APPROVED:**

**NOTES:**
NARRATIVE DESCRIPTION OF RECORDING AND REPORTING

According to Section 1141.32 of the regulation, a medical marijuana organization may demonstrate achievement of its diversity goals by employing diverse participants or transacting business with diverse groups. As outlined previously in this plan, [Company Name] will designate a Diversity Manager, and will create a Diversity Committee. The job duties of the Manager and Committee members will include recording and reporting on diversity. The following outlines the reporting requirements tasked to this Committee:

1. Determination of specific diversity goals and communicating these to the Department.
2. Communicating changes to the plan to the Department in writing.
3. A summary of efforts to reach out to and recruit diverse participants for employment, including for executive and managerial positions.
4. Representation of diverse participants in the organization's workforce. Collecting quarterly workforce utilization reports from each department and compiling them into a single informative summary for the organization as a whole.
5. Employee Retention Efforts
6. Quantitative information about vendor and supplier relationships will also be collected and reported. This report will include a list of all contracts entered into or transactions conducted by [Company Name] with diverse groups. Diverse expenditures as a percentage of total expenditures will be included in this report.
7. Report of management and employee participation in diverse groups. Community involvement will be one of the requirements for employees at the managerial level and managers will submit annual affidavits confirming such involvement.

These reports will be an integral part of reporting to senior management. This information will also be retained in the compliance department for inspection by the Department.
**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

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<thead>
<tr>
<th>Name and Residential Address</th>
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<td>First Name:</td>
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<td>Occupation:</td>
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</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>Phone: [Redacted]</th>
<th>Fax:</th>
<th>Email: [Redacted]</th>
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### Name and Residential Address

<table>
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<tr>
<th>First Name: [Redacted]</th>
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<tbody>
<tr>
<td>Occupation: [Redacted]</td>
<td>Title in the applicant’s business: [Redacted]</td>
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<td>Also known as:</td>
<td>Date of birth: [Redacted]</td>
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<td>City: [Redacted]</td>
<td>State: PA</td>
<td>Zip Code: [Redacted]</td>
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<tr>
<td>Phone: [Redacted]</td>
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**IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER INDIVIDUALS IN A SEPARATE DOCUMENT TITLED “PRINCIPALS, FINANCIAL BACKERS AND OPERATORS (CONTD.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.**

**B. Please list Employees**

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

**Name and Residential Address**

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Middle Name:</th>
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<tbody>
<tr>
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<td>Title in the applicant’s business:</td>
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</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
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</table>

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

### Section 5 – Moral Affirmation

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

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

Schedule A: Civil or Administrative History Incident
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>Defendant</th>
<th>Name of Case &amp; Docket #</th>
<th>Nature of Charge or Complaint</th>
<th>Date of Charge or Complaint</th>
<th>Disposition</th>
<th>Name and Address of the Administrative Agency Involved, and the Tribunal or Court</th>
</tr>
</thead>
<tbody>
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Part D – Plan of Operation

(Scoring Method: 550 Points)

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

Plan of Operation

What must be covered in a Plan of Operation?

Applicants must identify how they will comply with relevant laws and regulations regarding:

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

- 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

| Yes | No |
---|---|
By checking “Yes,” you affirm that you are able to continuously maintain effective security, surveillance and accounting control measures to prevent diversion, abuse and other illegal conduct regarding medical marijuana and medical marijuana products.

Section 8 – Operational Timetable

If issued a permit, please describe the steps and timeframes for becoming fully operational as a dispensary within six months from the date of issuance of a dispensary permit. Specifically, please provide the steps you will take to begin the process for the handling, storing, and transporting of medical marijuana and medical marijuana products.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
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<tbody>
<tr>
<td>See Attachment “Operational Timetable (Contd.)”</td>
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</tbody>
</table>
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. See Attachment “Section 9A Employee Duties, Responsibilities and Roles Contd”

2.

3.

4.

5.

6.

7.

8.

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

1. See Attachment “Section 9B Dispensary Employee Qualifications Contd”

2.

3.

4.
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. See Attachment “Section 9C Training Requirements”

2.

3.

4.

5.

6.

7.

8.

IF MORE SPACE IS REQUIRED FOR ANY OF THE ABOVE THREE COMPONENTS OF SECTION 9 (A, B AND
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

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:

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

Section 10 – Security and Surveillance  
A DISPENSARY MUST HAVE SECURITY AND SURVEILLANCE SYSTEMS, UTILIZING COMMERCIAL GRADE...
DOH REDACTION
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.

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

In addition to having a transport vehicle staffed with a delivery team consisting of at least two individuals, the applicant affirms the following:

- At least one delivery team member will remain with the vehicle at all times that the vehicle contains medical marijuana.
- Each delivery team member shall have access to a secure form of communication with the dispensary, such as a cellular telephone, at all times that the vehicle contains medical marijuana.
- Upon demand, each delivery team member shall produce an identification badge or card to the Department or its authorized agents, law enforcement or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.
- Each delivery team member will have a valid driver’s license.
- While on duty, a delivery team member will not wear any clothing or symbols that may indicate ownership or possession of medical marijuana.
- Medical marijuana stored inside the transport vehicle may not be visible from the outside of the transport vehicle.
- A delivery team shall proceed in a transport vehicle from the dispensary, where the medical marijuana is loaded, directly to the medical marijuana organization, where the medical marijuana is unloaded, without unnecessary delays. Notwithstanding the foregoing, a transport vehicle may make stops at multiple facilities, as appropriate, to deliver medical marijuana.
- Any vehicle accidents, diversions, losses, or other reportable events that
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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.

<table>
<thead>
<tr>
<th>B. Transport Manifest</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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

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

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

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

- The date and approximate time of departure.

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

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

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

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

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

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

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

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

C. Please describe your plan regarding the transportation of medical marijuana and medical marijuana products. For example, explain whether you plan to maintain your own transportation operation as part of the facility operation, or whether you will use a third-party contractor. If you choose to use your own transportation operation, please provide the number and type of vehicles that
Driver and Runner Roles during Shipment
The driver and runner will have different and defined roles during shipment to ensure safe deliverable of the marijuana products.

The primary roles of the Driver are as follows:
- Follow all traffic laws to ensure safe and prompt delivery of medical marijuana products.
- Stay alert and vigilant, watch for signs of vehicles following and or suspicious activity.
- Stay inside the vehicle at all times while marijuana products are inside of vehicle.

The primary roles of the Runner are as follows:
- Stay alert and vigilant for signs of vehicles following or suspicious activity.
- Maintain control over the cellular phone do help the driver avoid distraction, make calls as needed to clients or to the Transportation Manager.
- Manage any log sheets or accounting materials as may be directed by the Transportation Manager.
- Ensure the driver is free from distractions.

Third-Party Contractors:
Third-Party Contractors can be used as long as the following conditions are met.

1. Confirm the company is offering secure, licensed, insured and bonded transport.
2. Perform a vehicle Inspection to ensure the delivery vehicle is equipped with secure storage, GPS tracking and has all appropriate security and control modifications in accordance with state regulations. Vehicle must not display any identifying characteristics to indicate transport.
3. Perform vehicle inspection to ensure appropriate climate controls are consistent with requirements of the product shipment.
4. Require completion of a questionnaire to establish contractor compliance. Make this requirement a part of the transportation contract between the Company and the shipping contractor.
5. Retain the shipping contract and other documentation in the accounting for
Department inspection.
6. If applicable, obtain a copy of state licensing for the transportation company and also retain this information on file.
7. Confirmation that employees are receiving training similar or consistent with our own in-house transportation training.

Reporting Procedures
1. [Redacted] shall immediately report to the Department vehicle accidents, diversions, losses or other reportable events that occur during transport of medical marijuana.
2. Evidence of theft, diversion or discrepancy during transport: If a transportation personnel finds evidence of, or reasonably suspects, a theft or diversion of medical marijuana during transport, the employee shall immediately report the incident to a supervisor. The employee and supervisor shall immediately report these findings or suspicions to the Department and law enforcement.
3. If transportation personnel discover a discrepancy in the transport manifest, [Redacted] shall: (a) Conduct an investigation. (b) Amend Herbal Life’s standard plan of operation, if necessary, to prevent future discrepancies between the quantity or description of inventory listed in the transport manifest and the quantity or description of inventory delivered. (c) Submit a report of the investigation to the Department. A written preliminary report of the investigation shall be submitted to the Department within 7 days of discovering the discrepancy. A final written report of the investigation shall be submitted to the Department within 30 days of discovering the discrepancy.
4. In the event of a discrepancy during transportation it is critical to immediately document and communicate as much information as possible about the event to the Company. Our transportation employees/agents will be required to complete a “Transportation Theft or Loss Report”. This form will capture as much detail as possible to provide for a complete investigation. This will be reported immediately to a supervisor who will review the loss report and gather any additional information. This will then be used to report the incident to the appropriate local and state authorities.

Delivery Policies and Procedures:
The Following procedures will be followed by the transportation team upon arrival to the destination.
1. 5 minutes prior to arrival the Runner will notify the client at the destination via
### Section 12 – Storage of Medical Marijuana

#### A. Storage Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that the plan of operation will address the below statements:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- There will be separate, locked, limited access areas for the storage of medical marijuana that is expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose containers or packaging have been opened or breached, until the medical marijuana is returned to a grower/processor, destroyed or otherwise disposed of, as required by § 1151.40 (relating to the management and disposal of medical marijuana waste).</td>
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<tr>
<td>- All storage areas will be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds, and pests.</td>
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<tr>
<td>- A separate and secure area for temporary storage of medical marijuana that is awaiting disposal will be established.</td>
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</tbody>
</table>

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

**Please limit your response to no more than 5,000 words.**
facilities, including all storage areas, records and intellectual property, available to the Department and are committed to helping further educate patients, caregivers, law enforcement, city council, government officials and the public about the safety of this newly regulated industry industry and to continually demonstrate industry best practices within a safe and secure dispensary environment.

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: 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>
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<tr>
<td>• Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.</td>
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<tr>
<td>• Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead an individual to believe that the product has been endorsed, manufactured, or approved for use by any State, county or municipality or any agency thereof.</td>
<td></td>
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<tr>
<td>• Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.</td>
<td></td>
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</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.
Section 14 – Inventory Management

<table>
<thead>
<tr>
<th>A. Electronic Tracking System</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>You acknowledge that you must use the electronic tracking system prescribed by the Department containing the requirements in section 701 of the Act (35 P.S. § 10231.701).</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>You acknowledge that an electronic tracking system that is approved by the Department will be deployed to log, verify and monitor the receipt of medical marijuana product from a grower/processor, the verification of the validity of an identification card presented by a patient or caregiver, the dispensing of medical marijuana product to a patient or caregiver, the disposal of medical marijuana waste and the recall of defective medical marijuana.</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Inventory Management</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that each dispensary will maintain the following inventory data in its electronic tracking system:</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>
### Act and regulations.

- Medical marijuana received from a grower/processor.
- Medical marijuana dispensed to a patient or caregiver.
- Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or awaiting disposal.
- Inventory controls and procedures will be established for the conducting of monthly inventory reviews and annual comprehensive inventories of medical marijuana at the facility.
- 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:

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

**C. Please describe your approach regarding the implementation of an inventory management process. This approach must also include a process that provides for the recall of medical marijuana products and the management of medical marijuana product returns from you to the originating grower/processor:**

DOH REDACTED
**Pest Protection Procedures:**

The presence of pests in any premises where medical marijuana products and patients can be found is unacceptable. The risks posed by pests include:

- The spread of disease – pathogens are transferred from the gut or external surface of the pest
- Damage to property
- Contamination of work surfaces and foodstuffs
- Adverse public opinion and loss of reputation
- Prosecution and closure
- Poor staff relations

The objective of the Pest Management Program is to prevent, as far as practicable, the introduction of pests onto the site and to reduce the conditions that may encourage their presence. [Insert will ensure adequate protection against pests through the use of integrated pest management practices and techniques that identify and manage pest problems.]

All departmental personnel will be made aware of the potential pests that they may encounter in their line of work, such as rodents, cockroaches, flies, ants, or birds, and the importance of pest prevention. Particular attention will be given to incoming goods such as processed medical marijuana products and other consumable materials.

As all medical marijuana products coming into the retail dispensary environment have already been processed and packaged into medical marijuana products at the grower/processor facility, and will have already been tested by a third party laboratory by the time they arrive at the dispensary location. The types of pest issues we may be faced with as retail dispensary operators (ie: rodents, cockroaches, flies, ants, birds) will differ from what permitted grower/processors will potentially deal with (ie: mites,
The dispensary facility will be maintained in a clean and orderly fashion to keep it free from infestation by insects, rodents, birds, and pests. Regular disposal of trash, as well as overall facility maintenance will help with pest prevention.

All products used in the dispensary facility for the treatment of pests, microbials, and other pathogens will first be approved by both the Department of Health and the Department of Agriculture prior to use.

As part of Company’s Pest Control SOP’s, Company will maintain a Pest Control Report. Inspection reports must be concise and legible and stored in an easily accessible binder.

A typical pest control report will contain as a minimum:

- Treatment date
- Details of the pest control contractor and name of technician servicing the site
- Details of the customer and name of the contact person on site
- Type of visit: scheduled, follow-up, callout, etc
- Pests found
- Action taken
- Pesticide used
- Location of baits and monitors (this may be in the form of a checklist or plan)
- Quantities used
- Risk assessment
- Post treatment precautions
- Recommendations on proofing, hygiene and storage
- Details of follow-up inspections

aphids, thrips).
Medical Marijuana Handler Restrictions:

As our employees will be working in direct contact with medical marijuana, they will be subject to the restrictions of PA § 27.153. Restrictions on food handlers.

A person with the following diseases or conditions may not work in the dispensary as a food handler, see, also, 3 Pa.C.S. Chapter 65 (relating to the Food Employee Certification Act) and 7 Pa. Code §§ 78.41—78.43 (Reserved), except as follows:

(1) Amebiasis. Until the etiologic organism is eradicated as proven by two consecutive negative stool specimens, obtained at least 24 hours apart, as verified by a physician. If antiparasitic treatment has been given, the specimens may not be collected sooner than 48 hours after treatment was completed. See § 27.156 (relating to the special requirements for amebiasis).

(2) Enterohemorrhagic E. coli. Until the etiologic organism is eradicated as proven by two consecutive negative stool specimens, obtained at least 24 hours apart, as verified by a physician. If antibacterial treatment has been given, the specimens may not be collected sooner than 48 hours after treatment was completed. See § 27.157 (relating to the special requirements for enterohemorrhagic E. coli).

(3) Shigellosis. Until the etiologic organism is eradicated as proven by two consecutive negative stool specimens, obtained at least 24 hours apart, as verified by a physician. If antibacterial treatment has been given, the specimens may not be collected sooner than 48 hours after treatment was completed. See § 27.158 (relating to the special requirements for shigellosis).

(4) Typhoid fever or paratyphoid fever. Until the etiologic organism has been eradicated as proven by three negative successive stool specimens collected at intervals of at least 24 hours nor earlier than 48 hours after receiving the last dose of a chemotherapeutic drug effective against Salmonella typhi or paratyphi, and no earlier than 1 month after onset. See § 27.159 (relating to the special requirements...
(5) Hepatitis A, viral hepatitis, or jaundice of unspecified etiology. Until 1 week following the onset of jaundice, or 2 weeks following symptom onset or IgM antibody positivity if jaundice is not present, as verified by a physician.

(6) Persistent diarrhea. Until resolved or judged to be noninfective by a physician.

As millions of people get a food borne illness every year, combined with the possibility that our medical marijuana patients may have compromised immune systems, it’s especially important that we ensure the products we sell are handled in the safest way possible.

To that end, we will look at instituting a program such as the nationally recognized ServSafe® Food Safety Training program which is currently being offered to retailers and manufacturers of marijuana infused products in other States with state legal marijuana programs.

Our owners and employees will be required to demonstrate an understanding of basic food handling safety practices or attend a food handler training course prior to manufacturing any Medical Marijuana Product.

The ServSafe® program blends the latest FDA Food Code, food safety research and years of food sanitation training experience. Our employees and managers will learn to implement essential food safety practices and work in a culture of food safety.

The program covers all the food safety musts, and we customize the conversation and examples for professionals in the Medical Marijuana Industry.

Sanitation and Safety audits may be carried out by auditors from within the company or from an independent organization. The audit is generally based on a series of...
criteria set out to ensure the highest standard of compliance with a specific aspect of food safety. The section which deals with pest management will usually require zero infestation and conformity with criteria covering type of pest management program; permitted mitigation techniques and record keeping.

**Contamination Prevention:**

[Entity] will constantly maintain its dispensary facilities in a sanitary condition to limit the potential for contamination or adulteration of the medical marijuana stored in or dispensed at the facility.

In order to prevent contamination [Entity] will ensure the following protocols are followed and will maintain both written and electronic Standard Operating Procedures for the oversight of sanitation and safety procedures:

- Trash shall be properly removed
- Floors, walls and ceilings shall be kept in good repair
- Adequate protection against pests shall be provided through the use of integrated pest management practices and techniques that identify and manage pest problems, and the regular disposal of trash to prevent infestation
- Toxic cleaning compounds, sanitizing agents, solvents and pesticide chemicals must be labeled and stored in a manner that prevents contamination of medical marijuana and in a manner that otherwise complies with other applicable laws and regulations

To further prevent potential contamination employees shall otherwise conform to strict sanitary practices while on duty, including maintaining adequate personal hygiene as well as washing hands thoroughly in adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated and at all times before dispensing medical marijuana to a patient or caregiver.

Employees will not eat food, chew gum, drink beverages, or use tobacco products in
areas where medical marijuana products are sold or any contact surfaces are exposed, or where contact surfaces are washed. Employees will also take other precautions necessary to protect surfaces which may come into contact with medical marijuana products or patients such as perspiration, hair, cosmetics, tobacco, chemicals, and medicines applied to the skin.

All employees must ensure that litter and waste are promptly removed so as to minimize the development of odor and minimize the potential for the waste becoming an attractant for harborage or breeding grounds for pests.

All persons working must ensure that all contact surfaces, including any utensils or equipment shall be cleaned and sanitized as frequently as necessary to protect against contamination. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable, and shall be properly maintained.

Only sanitizers and disinfectants registered with the Environmental Protection Agency and approved by the Department shall be used in accordance with labeled instructions. All persons working must ensure that toxic cleaning compounds; sanitizing agents, solvents used shall be identified, held, stored and disposed of in a manner that protects against contamination of Medical Marijuana Products, and in a manner that is in accordance with any applicable local, state, or federal law, rule, regulation or ordinance.

**Hand-Washing Facilities:**

The organization will provide its employees and visitors with adequate and convenient hand-washing facilities furnished with running water at a temperature suitable for sanitizing hands. Hand-washing facilities must be located where good sanitary practices require employees to wash and sanitize their hands.
Effective nontoxic sanitizing cleansers and sanitary towel service or suitable hand drying devices shall be provided.

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

will comply with all other applicable State and local building code requirements.

Any dispensary facility plumbing shall be of adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations and shall properly convey sewage and liquid disposable waste from the Licensed Premises. There shall be no cross-connections between the potable and wastewater lines.

Facility Design and Maintenance:

The dispensary will be properly designed to reduce the risk of contamination. Quality materials and craftsmanship will go towards the buildout of the operation. Chosen materials will be smooth, easy to clean and free of cracks or seams where mildew could hide. In consideration of the medical market in which we will serve; the ambiance of the operations will reflect a medical or pharmacy style with sterile counters, walls and flooring. The sales floor, reception, waiting room and counters will be neat, clean and orderly and give a professional and clinical feel to the environment.

The dispensaries storage and vault rooms will require proper HVAC to ensure it is functioning properly. Proper maintenance of temperature and humidity in the facility will prevent pathogen or microbial outbreaks and improve the quality and shelflife of the product to be sold.
All storage areas will be maintained in a clean and orderly condition, free from infestation by pests of any kind, and in accordance with security requirements established by department and adopted by [redacted].

Sanitation logs will be used daily with deep cleaning performed by internal staff weekly in these storage rooms to prevent contamination, clutter, infestation, microbial or pathogenic outbreak, insects, pests, rodents or birds. [Redacted] will, in its best effort, contract with an independent, minority owned, professional cleaning company to do deep cleaning at least once a month.

Storage areas, including safes and vaults and any other areas used for holding or storage of medical marijuana products, will be securely locked and protected from entry at all times, except for the actual time required to remove or replace medical marijuana products or for cleaning. In all instances, a dual control system will be implemented where at least 2 authorized staff members participate in the cleaning. Only employees and management authorized to enter these secure storage rooms will be granted access. At all times, surveillance camera(s) will monitor all storage areas with an unobstructed field of view.

**Dispensary Workplace Safety:**

The safety of our employees and the public is our foremost business consideration. In the conduct of our business, every attempt will be made to prevent accidents from occurring.

Sections §1161.34 and § 1141.48 (b) (6) establish the requirements for Workplace Safety in dispensary operations. Prior to operational rollout, the security team will develop a Workplace Safety & Emergency Response Plan that will be a subsection of a comprehensive security plan. Under this plan, security experts will provide management and employees with a Workplace Safety Manual that will be used for training purposes. The General Manager will be responsible for training staff regarding safety and emergency protocols including a planned inspection schedule by local regulatory authorities. Our Staff will follow standard operating procedures that will maintain detailed records of regular inspection approvals or rejections. In accordance with the regulations, the following safety issues will be covered during training:
Security

Medical Emergencies

Staff will learn how to recognize and respond to medical emergencies for an illness or injury requiring urgent medical attention. Response will include when to call 911, location of medical kits, lockdown of the facility and escort of emergency first responders. If trained, certain staff may give appropriate first aid until emergency responders arrive. Reporting injuries: any injury at the dispensary facility will be recorded in a document or “injury form.”

Fires

Staff will learn the company fire wardens and fire plans including the location, use and maintenance of fire fighting equipment. Plans will comprise schedules for regular fire drills, when to call 911, the need to account for all staff, the escort of fire department personnel, the role of the on-scene commander and response time by nearest fire departments.
Threatening Events

Violence in the workplace can have many sources. It may be a current or former disgruntled employee or an angry spouse or relative of an employee or someone with no relationship to staff. Violent behavior may come from someone as a random act or as a planned act to gain public attention. Since the dispensary facility handles a controlled substance it may be a target for armed robbery, burglary or other criminal incidents.

The General Managers, and Security Manager will train staff on how to address hostage situations, shooting situations, bomb threats, natural disasters, transportation security, communication and information security and how and when to fill out a company incident report form. Staff will be given periodic tests to demonstrate their security knowledge. The General Manager will follow an inspection schedule to monitor threats and vulnerabilities and will keep records of any potential threats or vulnerabilities.

Chemical spills

When a spill or release is detected, staff will recognize how to determine if danger signs are present (fumes, odors, smoke) and the physical manifestations in people who may have been exposed: headaches, dizziness, distress, fainting, skin rash, blurred vision. Staff will know when to notify management, call 911, coordinate with first responders and secure the area. Knowing how to handle chemicals and how to react during an emergency situation can reduce risk of injury. A Material Safety Data Sheet (MSDS) is a form containing data regarding the properties of a particular substance. A MSDS is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner and includes information such as physical data, storage, disposal, protective equipment, and spill handling procedures. A MSDS for the products contained in the building should be collected and maintained in a readily available file or location. Material Safety Data Sheets can be obtained from the product manufacturer, and many can be downloaded from the web.

Chemical handling safety
Safety data sheets (SDS), material safety data sheets (MSDS), and product safety data sheets (PSDS) are an important component of product stewardship and occupational safety and health. They are intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and include information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

Our standard operating procedures will include reference to relevant safety data sheets applicable to that specific process documented in the SOP. In addition the will maintain a comprehensive database of all safety data sheets in hard copy and electronic scanned copies on site. will ensure the SDSs are readily accessible to employees for all hazardous chemicals in their workplace. We will also designate a person responsible for obtaining and maintaining the SDSs and contacting the manufacturer to obtain one.

Employees will be trained with regard to the use of safety data sheets as part of the orientation process as well as the specific training provided by their supervisor in the performance of their duties. OSHA has published a “brief” describing the “Hazard Communication Standard: Safety Data Sheets”. Section 7 of this brief covers the Handling and Storage of chemicals and outlines the type of information that will be included in the SDS for a chemical. This brief will be provided to all employees in the training process to provide guidance to help workers who handle hazardous chemicals to become familiar with the format and to understand the contents of the SDSs. It will also be included in relevant SOPs as a clickable link.

Company recognizes that all employers are required to comply with OSHA regulations, including those in the medical marijuana industry. Adhering to OSHA is still the law, even if the sale of marijuana is not yet federally sanctioned.

will create full Workplace Safety Standard Operating Procedures. As a
strategic business move, Company will hire a knowledgeable OSHA consultant to help us understand all applicable OSHA standards and safety requirements to assist us in finalizing the Standard Operating Procedures necessary to remain compliant with OSHA workplace safety regulations. This additional oversight will help prevent any OSHA violations and keep our employees and patients safe.

Section 17 – Recordkeeping

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

**Recordkeeping**

**intends to implement a record keeping plan which adheres to all requirements set forth in Department of Health, Title 28, Chapter 1161; Medical Marijuana; Dispensaries; Temporary Regulations. Responsibility for proper plan implementation and ongoing management will be a primary responsibility of the Dispensary General Manager, supported by the Dispensary Compliance Coordinator, the Dispensary Inventory Control Manager, the on-site medical professional, and the Security Team.**

**intends to implement a record keeping plan which provides for high security physical and electronic storage of all patient, caregiver, and employee information as well as storage of all required records, security recordings, logs, and manifests. The Dispensary Compliance Coordinator will be responsible for selecting a responsible vendor for systems implementation and ultimately report this progress to the Dispensary General Manager.**
Electronic record keeping at the dispensary facility will be championed through the selection, implementation, and management of a third-party electronic tracking system which will monitor all inventory and transactions at the dispensary. The Compliance Department will also dedicate limited access space within the facilities to the storage of transaction records that require a physical printed copy.

The Compliance Department will create Standard Operating Procedures to govern the process by which employees and operators maintain record keeping best practices at the facility. The record keeping Standard Operating Procedures will be made available to every dispensary employee who has input to the record keeping process within the facility before commencing work to ensure there is a complete understanding of the process and associated accountability. Employees will be required to sign off on their understanding and adherence to the Standard Operating Procedures with a copy of this documentation retained in their employee file.

**Inventory Data, FIFO Logs & Record Keeping**

Per Section § 1161.32(a), the applicant will maintain the following inventory data in its electronic tracking system:

- a. Medical marijuana received from a grower/processor
- b. Medical marijuana dispensed to a patient or caregiver
- c. Damaged, defective, expired or contaminated medical marijuana awaiting return to a grower/processor or awaiting disposal.

In order to comply with the requirement, the applicant will utilize the electronic tracking system prescribed by the Department. The system will ensure that the system follows HIPAA guidelines with regard to record management, and collects all:

- a. Sales information
- b. Patient information
c. Caregiver information
d. Purchase / Transaction information
e. Real-time inventory levels

Every transaction at the dispensary, such as a sale, purchase order, movement of inventory, inventory adjustments, and inventory reconciliation will be serialized and recoverable on-demand and retrieved in short order as required by the Department or law enforcement agency. The electronic tracking system will collect information about every entry into the system with a unique time/date stamp and credentials of the associated employee. As a result, all transactions will have a complete audit trail. The electronic tracking system will have location-specific functionality for record keeping throughout the facility and software controls to segregate product. These location-specific controls permit the ability to segregate product into a limited access area for products that are damaged, defective, expired, or contaminated, and are awaiting return or disposal. All on hand medical marijuana products and associated testing results will be tracked via unique testing identifications, ensuring complete accountability for all medical marijuana products, creating a 1:1 relationship between the medical marijuana products and the related batch/lot from the grower/processor. Electronic copies of all transaction data will be backed up and stored in a secure offsite location for a period of 5 years.

Prior to becoming operational, [insert name] will establish inventory controls and procedures to conduct monthly inventory reviews and annual comprehensive inventory reviews of medical marijuana products at the facility. The inventory reviews will be conducted by the Dispensary Inventory Control Manager, with the support of the on-site medical professional. Per Section § 1161.32(c) a written record will be created and maintained for each inventory review, which will include the following:

a. Date of the inventory
b. Summary of the inventory findings
c. Names, signatures and titles of the individuals who conducted the
FIFO, or First-In First-Out is a necessary practice for maintaining the newest and freshest product in the back of a stock room or sales floor shelf or display case. Ensuring that the older product is on the front of any peg or shelf will make certain that is what is sold first. This will prevent expired or outdated product, spoilage, returns or potential contamination due to old product molding. A FIFO log will be kept to ensure that this practice is strictly adhered to. The dispensary manager and inventory control manager will be in charge of this process and enforce this requirement with all personnel. The log will contain the following:

- Product Name
- Date of product arrival
- Expiration date
- FIFO rotation date
- Employee ID number
- Manager sign-off

The Dispensary Inventory Control Manager will create electronic backup copies of all FIFO logs, inventory data, and inventory reviews and store these on-site in a limited access area for a minimum 5 years. Electronic copies will be backed up and stored in a secure offsite location for a period of 5 years.

**Transport Manifest Record Keeping**

Per Section § 1161.36, the transportation and shipment of all medical marijuana products will be documented in the electronic tracking system. The manifest will include detailed information including the destination address, route traveled, vehicle used for transport, receiver’s medical marijuana permit information, shipment date, custody of the shipment, customizable notes about the shipment, and details about
each secure package included in the transfer. The Company will produce both printed and electronic transport manifest that accompanies every transport vehicle.

Per Section § 1161.36 (d), the Company will provide a copy of the transport manifest to the recipient upon delivery. The Company will store a printed and electronic copy of every manifest at its facility for a period of 5 years. Access to these manifest records will be restricted to the Dispensary General Manager, the Dispensary Compliance Coordinator, and the Dispensary Inventory Control Manager and the Security Team. Access will require two-person authorization. If requested, the Company will provide a copy of the printed transportation manifest and any printed receipts to the Department or its authorized agents, law enforcement or other government officials if necessary.

Per Section § 1161.37, In the event of an adverse loss during transport, the Company will immediately report its findings or suspicions to the Department by phone or electronic medium and to law enforcement. The Company will also submit a report of the investigation to the Department and keep a physical and electronic record of this report at the facility for a period of 5 years. Electronic copies will be backed up and stored in a secure offsite location for a period of 5 years.

Complaints, Incidents, and Recall Records

Per Section § 1161.38, a report will be created and reported to the department and filed for viable complaints and/or recalled product and incidents. All records tied to the event of a complaint, an incident or recall, including report and press releases will be kept in both physical and electronic format at the facility for a period of 5 years. In regards to complaints, incidents, and recalls, electronic copies will be backed up and stored in a secure offsite location for a period of 5 years. Per Section § 1151.42, the record will include:

a. The total amount of recalled medical marijuana, including types, forms, batches, and lots.

b. The amount of recalled medical marijuana received by the grower/processor, including the types, forms, batches, and lots, if applicable, by date
c. The total amount of recalled medical marijuana to be returned to the
grower/processor, including types, forms, batches and lots, if applicable.
d. The names of the recall coordinators.
e. From whom the recalled medical marijuana was received.
f. The means of transport of the recalled marijuana.
g. The reason for the recall.
h. The number of recalled samples, types, forms, batches and lots, if
applicable sent to laboratories, the names addressed of the
laboratories, the dates of testing and the results by sample.
i. The manner of disposal of the recalled marijuana.
j. Any other information required by the department.

Incidents may and will occur from time to time. An incident may be anything of
substance that occurs during or after normal business hours. An attempted burglary
or break-in, an armed robbery, or a patient getting hurt in the dispensary are all
examples of noteworthy incidents that should be logged. Serious incidents such as
robbery or burglary will be reported to law enforcement and the Department of Health.
Incident reports and logs will be provided along with any video surveillance footage.
This log will include the following:

a. Description of Incident
b. Date and time
c. Witness report
d. Reporting to Authority date
All visitors that come to the dispensary, be it contractors, vendors or state representatives, will be required to sign in on the register. They will provide a valid state driver’s license or other approved form of ID to the guard to verify they are 21 years of age or older. They will be given a visitor badge and accompanied at all times through the facility. This register will be scanned daily in electronic form and filed electronically. A hard copy will be maintained on file as well for a period of 5 years for compliance purposes. The log will contain the following information:

a. Name
b. Date and Time
c. Purpose for the visit
d. Signature

e. Sign-out time

**Dispensary Sanitation Log**

Proper sanitation will be a high priority within the dispensary. Per Section § 1161.34, all equipment, tools, floors, counters, and walls shall be cleaned and sterilized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the United States EPA, in accordance with the instructions printed on the label. General upkeep, cleaning, and sanitation of the dispensary will be the responsibility of the Maintenance Team. The Maintenance Team will be responsible for maintaining sanitation logs and will require Dispensary General Manager signoff upon task completion. The log will contain the following information:

Cultivation Sanitation Log.

a. Date
b. Time
c. Employee ID
d. Product Name and EPA Registration Number
e. Location of cleaning
f. Quantity Used
g. Description of Task Performed
h. Cultivation General Manager signoff

All dispensary sanitation logs will be kept on file by the Dispensary Compliance Coordinator in a secure, limited access area. Electronic copies will be backed up and
stored in a secure offsite location for a period of 5 years.

**Cash/Deposit Log**

Keeping large quantities of cash in the dispensary makes the operation a potential target for theft. By maintaining small amounts of cash in the till at any given time through cash pulls and by daily deposits to the bank will ensure that large amounts of money will not be accessible to potential theft. We will maintain signage throughout the dispensary sales floor and on the door indicating that we make frequent cash drops and deposits daily, thus maintaining small amounts of cash in the facility. Cash and deposit logs will be maintained daily when cash is added to the safe. The safe will be in view of a minimum of two video cameras and the safe can only be opened by the manager and another authorized individual. The log will contain the following information:

a. Date and time  
b. Amount deposited  
c. Copy of deposit slip  
d. Manager sign-off

All cash and deposit logs will be kept on file by the Dispensary Compliance Coordinator in a secure, limited access area. Electronic copies will be backed up and stored in a secure offsite location for a period of 5 years.

**Annual and Quarterly Reports**

Per Section § 1141.46, as a permitted medical marijuana organization, the Company will submit the following reports to the Department, on forms prescribed by the Department, at the end of the first 12-month period following the issuance of a permit, and as of the end of each 3-month period thereafter;

1. The amount of medical marijuana purchased by the dispensary during the
period for which the report is being submitted.
2. The per-dose price of medical marijuana purchased by the dispensary in a unit of measurement as determined by the Department.
3. The per-dose price of an amount of medical marijuana dispensed to a patient or caregiver by a dispensary and in a unit of measurement as determined by the Department.

All printed annual and quarterly reports will be kept on file by the Dispensary Compliance Coordinator in a secure, limited access area. Electronic copies will be backed up and stored in a secure offsite location for a period of 5 years.

Patient, Caregiver Record Keeping
Maintaining, accessing and physical or electronic sharing of employee, patient, and caregiver records will be implemented and monitored with the highest level of security.

By becoming a permitted medical marijuana organization within the Commonwealth, understands that it will handle protected health information (PHI). Although medical marijuana is not sanctioned at the Federal level, the Company intends to emulate the process by which an organization becomes compliant with the Health Insurance Portability and Accountability Act of 1996, commonly known as HIPAA, in order to properly handle PHI on behalf of patients, caregivers, and employees.

The responsibility to implement compliant record keeping practices will be granted to the Dispensary General Manager, the Dispensary Compliance Coordinator, and the on-site medical professional at each location. The Dispensary Compliance Coordinator will be responsible for selecting a responsible vendor for systems implementation and ultimately report this progress to the Dispensary General Manager. The on-site medical professional will be responsible for soliciting a
responsible training vendor to educate all dispensary employees on HIPAA compliance, and oversee proper use management of any HIPAA compliant software or hardware within the dispensary.

The four main rules that will be adhered to as set forth in the HIPAA guidelines are as follows:

1. HIPAA Privacy Rule
2. HIPAA Security Rule
3. HIPAA Enforcement Rule
4. HIPAA Breach Notification Rule

**HIPAA Security Rule**

The HIPAA Security Rule requires appropriate safeguards to ensure the confidentiality, integrity and security of PHI. All three components of the Security Rule are as follows:

1. Administrative safeguards
2. Physical safeguards
3. Technical safeguards

All three parts include implementation specifications, some of which are required and others which are addressable. The Dispensary General Manager and ownership will determine which addressable specifications will be deployed at the Dispensary and document these for the Department prior to becoming operational.

**HIPAA Security Rule - Technical Safeguards**

The Technical safeguards for HIPAA compliance focus on the technology that protects PHI and controls access to it. Since these standards are technology neutral, the Dispensary Compliance Coordinator will be responsible to select a responsible vendor for systems implementation and maintain proper documentation as to it’s
proper use within the facility.

The five standards listed under the Technical safeguards section are as follows:

1. Access Control
2. Audit Controls
3. Integrity
4. Authentication
5. Transmission Security

When broken down further, there are nine items that may be implemented, some are required and some are addressable as previously mentioned. They are as follows:

1. Access Control - Unique User Identification (required): the process of assigning a unique name and/or number for identifying and tracking user identity.
4. Access Control - Encryption and Decryption (addressable): Implement a mechanism to encrypt and decrypt ePHI.
5. Audit Controls (required): Implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use ePHI.
6. Integrity - Mechanism to Authenticate ePHI (addressable): Implement electronic mechanisms to corroborate that ePHI has not been altered or destroyed in an unauthorized manner.
7. Authentication (required): Implement procedures to verify that a person or entity is seeking access to ePHI is the one claimed.
8. Transmission Security - Integrity controls (addressable): Implement security measures to ensure that electronically transmitted ePHI is not improperly
modified without detection until disposed of.


The Department of Health & Human Services (HHS) provides further guidance and insight into the HIPAA Security Rule and assistance with the implementation of security standards. The Dispensary Compliance Coordinator will ensure the responsible vendor selected for system implementation is familiar with this guidance.

HIPAA Security Rule - Physical Safeguards

The Physical safeguards for HIPAA compliance focus on the physical access to PHI and who has access to it. Physical security systems implemented at each dispensary facility will aid in the monitoring of all physical storage areas and set forth access requirements and controls to ensure the highest level of security is deployed with regard to physical records.

The four standards listed under the Technical safeguards section are as follows:

1. Facility Access Controls
2. Workstation Use
3. Workstation Security
4. Device and Media Controls

When broken down further, there are ten items that may be implemented, some are required and some are addressable as previously mentioned. They are as follows:

1. Facility Access Controls - Contingency Operations (addressable): Establish (and implement as needed) procedures that allow facility access in support of restoration of lost data under the disaster recovery plan and emergency mode operations plan in the event of an emergency.
2. Facility Access Controls - Facility Security Plan (addressable): Implement policies and procedures to safeguard the facility and the equipment therein from unauthorized physical access, tampering, and theft.
3. Facility Access Controls - Access Control and Validation Procedures
(addressable): Implement procedures to control and validate a person's access to facilities based on their role or function, including visitor control, and control of access to software programs for testing and revision.

4. Facility Access Controls - Maintenance Records (addressable): Implement policies and procedures to document repairs and modifications to the physical components of a facility which are related to security (e.g. hardware, walls, doors, and locks).

5. Workstation Use (required): Implement policies and procedures that specify the proper functions to be performed, the manner in which those functions are to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstation that can access ePHI.

6. Workstation Security (required): Implement physical safeguards for all workstations that access ePHI, to restrict access to authorized users.

7. Device and Media Controls - Disposal (required): Implement policies and procedures to address the final disposition of ePHI, and/or the hardware or electronic media on which it is stored.

8. Device and Media Controls - Media Re-Use (required): Implement procedures for removal of ePHI from electronic media before the media are made available for re-use.

9. Device and Media Controls - Accountability (addressable): Maintain a record of the movements of hardware and electronic media and any person responsible therefore.

10. Device and Media Controls - Data Backup and Storage (addressable): Create a retrievable, exact copy of ePHI, when needed, before movement of equipment.

The Department of Health & Human Services (HHS) provides further guidance and insight into the HIPAA Security Rule and assistance with the implementation of physical safeguards. The Dispensary Compliance Coordinator will ensure that the Company Dispensary Consultant and Security Consultant / Provider adhere to this guidance as part of the facility design and deployment.
HIPAA Security Rule - Administrative Safeguards

The Administrative safeguards for HIPAA compliance are a collection of policies and procedures that govern the conduct of the workforce, and the security measures put in place to protect ePHI. These components are of the utmost importance as [Company Name] implements a HIPAA-compliant program. In order to comply with these requirements, [Company Name] will designate the Dispensary Compliance Coordinator as the Privacy Officer, [Company Name] will complete a risk assessment annually, implement employee training through a responsible vendor, and continuously review policies and procedures to ensure the Company remains fully compliant. In addition, the Dispensary Compliance Coordinator will oversee the execution of Business Associate Agreements (BAAs) with any outside partner or vendor who handles PHI on behalf of the Dispensary.

The nine standards listed under the Technical safeguards section are as follows:

1. Security Management Process
2. Assigned Security Responsibility
3. Workforce Security
4. Information Access Management
5. Security Awareness and Training
6. Security Incident Procedures
7. Contingency Plan
8. Evaluation
9. Business Associate Contracts and Other Arrangements

Compliance with the Administrative Safeguards standards will require an evaluation of the security controls in place at the dispensary, an accurate and thorough risk analysis, and a series of documented solutions.

When broken down further, there are eighteen items that may be implemented, some are required and some are addressable as previously mentioned. They are as follows:

1. Security Management Process - Risk Analysis (required): Perform and document a risk analysis to see where PHI is being used and stored in order to
determine all the ways that HIPAA could be violated.

2. **Security Management Process - Risk Management (required):** Implement sufficient measures to reduce these risks to an appropriate level.

3. **Security Management Process - Sanction Policy (required):** Implement sanction policies for employees who fail to comply.

4. **Security Management Process - Information Systems Activity Reviews (required):** Regularly review system activity, logs, audit trails, etc.

5. **Assigned Security Responsibility - Officers (required):** Designate HIPAA Security and Privacy Officers.

6. **Workforce Security - Employee Oversight (addressable):** Implement procedures to authorize and supervise employees who work with PHI, and for granting and removing PHI access to employees. Ensure that an employee's access to PHI ends with termination of employment.

7. **Information Access Management - Multiple Organizations (required):** Ensure that PHI is not accessed by parent or partner organizations or subcontractors that are not authorized for access.

8. **Information Access Management - ePHI Access (addressable):** Implement procedures for granting access to ePHI that document access to ePHI or to services and systems that grant access to ePHI.

9. **Security Awareness and Training - Security Reminders (addressable):** Periodically send updates and reminders about security and privacy policies to employees.

10. **Security Awareness and Training - Protection Against Malware (addressable):** Have procedures for guarding against, detecting, and reporting malicious software.

11. **Security Awareness and Training - Login Monitoring (addressable):** Institute monitoring of logins to systems and reporting of discrepancies.

12. **Security Awareness and Training - Password Management (addressable):** Ensure that there are procedures for creating, changing, and protecting passwords.

13. **Security Incident Procedures - Response and Reporting (required):** Identify, document, and respond to security incidents.

14. **Contingency Plan - Contingency Plans (required):** Ensure that there are accessible backups of ePHI and that there are procedures for restore any lost data.
15. Contingency Plan - Contingency Plans Updates and Analysis (addressable): Have procedures for periodic testing and revision of contingency plans. Assess the relative criticality of specific applications and data in support of other contingency plan components.

16. Contingency Plan - Emergency Mode (required): Establish (and implement as needed) procedures to enable continuation of critical business processes for protection of the security of ePHI while operating in emergency mode.

17. Evaluations (required): Perform periodic evaluations to see if any changes in your business or the law require changes to your HIPAA compliance procedures.

18. Business Associate Agreements (required): Have special contracts with business partners who will have access to your PHI in order to ensure that they will be compliant. Choose partners that have similar agreements with any of their partners to which they are also extending access.

**HIPAA Privacy Rule**

The HIPAA Privacy Rule establishes national standards to protect individuals’ medical records and other PHI. Protecting patient and caregiver PHI, physically and electronically within the dispensary is Herbal Life’s mandate. The Privacy Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Rule also gives patients rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections. Business Associates are directly liable for uses and disclosures of PHI that are not covered under their BAA or the HIPAA Privacy Rule itself.

The Dispensary General Manager, supported by the Dispensary General Manager, on-site medical professional, and Security Team will be responsible for enforcement of the HIPAA Privacy Rule throughout the facility. A complete plan for this process will be presented to the Department at the time [insert date] is deemed operational.

**HIPAA Enforcement Rule**
Understanding that medical marijuana organizations are not governed by the Federal Government, but rather the Commonwealth, is unclear with regard to how enforcement of HIPAA compliance would be regulated. If enforced, will make every effort to comply with the requirements set forth by the Department of Health & Human Services.

**HIPAA Breach Notification Rule**

The Breach Notification Rule requires healthcare providers to notify patients when there is a breach of unsecured PHI. Understanding that medical marijuana organizations are not governed by the Federal Government, but rather the Commonwealth, is unclear with regard to how enforcement of the HIPAA Breach Notification Rule would be regulated. If enforced, will make every effort to comply with the requirements set forth by the Department of Health & Human Services.

**Employee File**

Each employee will have a file created the day they are employed. The employee file will contain all onboarding documents, tax forms, employee write-ups and disciplinary action, continuing education, state mandated training, and any other documents prescribed by the Department of Health. These files will remain in effect during the employee’s time of employment and accessible to the state at any time.
**Pennsylvania Department of Health**  
**Medical Marijuana Dispensary Permit Application**

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

### SECTION 18 – ORGANIZATIONAL STRUCTURE

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### Applicant’s Organization Documents

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### Applicant’s Identification Numbers

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<tr>
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<th>PA Workers’ Compensation Policy Number (if applicant is currently doing business in Pennsylvania):</th>
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<tr>
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[Państwo]  
DEPARTMENT OF HEALTH
The applicant affirms that workers’ compensation insurance will be obtained by the time the Department determines you to be operational under the Act and regulations.

Yes  No

SECTION 19 – BUSINESS HISTORY AND CAPACITY TO OPERATE

DESCRIBE YOUR BUSINESS HISTORY AND YOUR ABILITY AND PLAN TO MAINTAIN A SUCCESSFUL AND FINANCIALLY SUSTAINABLE OPERATION:

Business History and Capacity to Operate

Business History
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Please note that the above information is redacted for privacy reasons.
6 Month Operational Plan

Pennsylvania has crafted and is in the process of executing a six month operational plan to guide us through the permitting process to ensure that we are fully operational within six months. In our plan, we are very mindful of the amount of time it will take to implement each step to become fully operational. Below is our six month operational plan:

June 2017 (after being awarded initial permit):

- Employment policies and procedures.
- Security policies and protocols including
- A process for labeling, handling, tracking, transporting, storing, recalling of medical marijuana and a process for handling, tracking, transporting, storing and returning of medical marijuana waste in accordance with applicable laws, rules and regulations.
- Workplace safety, including conducting necessary safety checks prior to the dispensing of medical marijuana.
- Contamination protocols.
- Maintenance, cleaning and sanitation of equipment in facility and site.
- Maintenance and sanitation of the site and facility
- Quality control and FIFO including the minimization of medical marijuana contamination.
- Inventory maintenance and reporting procedures
- The investigation of complaints from patients, caregivers or practitioners
regarding the operation of the grower/processor and reporting those complaints to the grower/processor and the state.

- A recall plan meeting the requirements of § 1151.42(d) (relating to complaints about or recall of medical marijuana).
- A dispensary shall make the full and complete plan of operation available to the Department upon request and during an inspection of the site and facility.

has engaged with certain premier consultants to assist with the development of our Operational Plan and Standard Operating Procedures. After intensive due diligence we have selected these consultants because they have been operating successfully in the industry since 2009 and have comprehensive operational documentation already developed. They have successfully assisted other clients in highly-regulated medical-marijuana state programs through the process of build-out and readiness for final inspection to commence operation. They have a deep understanding of what is required and of best practices in the industry as only an active operator can. They will advise and assist with the physical build out as well as the Company’s plan of operations to customize their existing documentation to Pennsylvania regulations and our facility.

- Medicine Man Technologies - Dispensary Consultant (Affiliate of………)
- Security Consultant
- Design Build Team- Architects, Engineers and contractors

July 2017

Hiring and training for Key employees and third-party professional service providers and contractors.

The following is a list of key employees to be hired during the initial six-month period prior to commencing operations:

1. CEO
2. Licensed
3. General Manager
4. Assistant Manager - Dispensary Inventory Control Manager / Purchaser
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

5. Accounting Manager
6. Compliance and Human Resources Manager
7. Dispensary Security Manager
8. Retail Associate – 4 associates working in shifts
9. Security Associate
10. Patient Services Coordinator/Receptionist

This is a copy of our current org chart reflecting the vacancies with names associated with positions that have already been staffed/vetted:

**September 2017**

Commence phase one training program for key dispensary employees and management.

Our dispensary consultant, Medicine Man Technologies, has an established comprehensive training program for dispensary operations. This program entails students travelling to their facility and working directly in an operational medical marijuana dispensary.

Develop the comprehensive Training-Plan for Dispensary Facility

Consultants, Compliance and Human Resource manager shall:

- Create training manual
- Create Training curriculum

**October 2017**

Construction build-out (Construction begins in June):

**June 20, 2017** – Permit awarded.

**June 22-26, 2017** – Demo retail space and prepare for dispensary renovations per plans submitted.

**June 27-29, 2017** – Cut out a 10’ x 9’ opening in the back per the plans and install a garage door with electrical opener to create a secure delivery area.
<table>
<thead>
<tr>
<th>Date Range</th>
<th>Description</th>
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<tbody>
<tr>
<td>June 30-July 6, 2017</td>
<td>Start building dispensary walls and rooms to site plan specifications.</td>
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<tr>
<td>July 7-12, 2017</td>
<td>Run all wiring for security cameras, lighting, switches, outlets, alarms,</td>
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<td></td>
<td>while walls and ceilings are open.</td>
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<tr>
<td>July 13-18, 2017</td>
<td>Install and prep drywalls for painting.</td>
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<tr>
<td>July 19-20, 2017</td>
<td>Install interim doors where needed.</td>
</tr>
<tr>
<td>July 24-26, 2017</td>
<td>Install hardwood floors.</td>
</tr>
<tr>
<td>July 31 – August 4, 2017</td>
<td>Paint walls and trim.</td>
</tr>
<tr>
<td>August 7-9, 2017</td>
<td>Install drop ceiling track in specified areas.</td>
</tr>
<tr>
<td>August 10-11, 2017</td>
<td>Install ceiling lights and drop HVAC vents into drop ceiling track.</td>
</tr>
<tr>
<td>August 14-15, 2017</td>
<td>Install ceiling tiles.</td>
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<tr>
<td>August 16-17, 2017</td>
<td>Finalize alarms, security cameras, key card reader installations.</td>
</tr>
<tr>
<td>September 2017</td>
<td>Additional improvements as needed and testing of all systems, e.g. HVAC,</td>
</tr>
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<td>security systems.</td>
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**October 2017**

Inspections scheduled and approved:

- OSHA
- FIRE
- WATER
- ENVIRONMENTAL HEALTH AND SAFETY
- SAFETY
- DEPARTMENT OF HEALTH (FOR DISPENSARY FACILITY)
- CERTIFICATE OF OCCUPANCY
Source Purchase and Install Equipment

- Dispensary Equipment- See detailed equipment requirements in section...
- Security Equipment- See detailed equipment requirements in section....

As noted above we have engaged with Dispensary Operations and Security Consultants who have been actively operating in Colorado and other highly regulated states. They already have vetted and sourced the equipment required to become operational. To the extent practicable we will expand their vendor relationships to include Pennsylvania.

**November 2017**

Source, Purchase and Install Computer Systems and Specialized Software Programs. Train key personnel in the operation of these systems.

- Accounting
- Inventory Tracking Seed to Sale

Create complete database of suppliers:

- Medical Marijuana Products vendors
- Exit Packaging
- Labeling
- POS Equipment
- Safes

Our consultants for dispensary operations have been actively operating since 2009 and have supplier relationships already established. To the extent practical we will evaluate these vendors to identify Pennsylvania companies to source supplies. Our consultants will assist us to vet supply relationships.

**December 2017**

Prepare for and schedule final Department of Health inspection for Operational...
Collect and organize all required operation documentation will be complete and available for DOH inspection.

**January 2017**

The Department shall complete their inspection and determine our Dispensary facility to be Operational.

Our plan for the first six months to achieve operability $43,467. We are well under the $150,000 in liquid assets to be able to afford the buildouts, hire staff and pay the first month or two salaries and have additional working capital for purchasing inventory and for additional unexpected costs. Below is a copy of our budget for the six month operational buildout for which we are well capitalized.

**After Final Permit is Issued**

[Name] has contracted the services of [Consultant Name] to help us continue to build and grow the dispensary into a successful and compliant business. As experienced business professionals, the Company understands the critical need to efficiently and methodically grow medical marijuana all the way through the plant life cycle in order to create safe, consistent, repeatable medical marijuana products for patients and caregivers in the State of Pennsylvania. [Consultant Name] our Cultivation Consultant, is achieving unprecedented productivity and efficiency at their licensed facility in Colorado, and will be our cultivation experts through this process. Developing a high-performance growing practice takes years of research and development, testing, and risk evaluation all of which [Consultant Name] has efficiently developed over the course of the last 7 years.

Utilizing their guidance, including proven Standard Operating Procedures, oversight of the facility design and build out, and hands-on training support for Company staff, will allow us to quickly adopt these growing best practices prior to becoming
operational. Adoption of this proven methodology will provide speed to market advantages for the Company, ensuring we meet the needs of Pennsylvania patients and caregivers as early as possible. In addition, being able to maximize plant health and yield through vetted tending and feeding protocols will help mitigate the costly and timely mistakes often made by new cultivation teams entering the medical marijuana industry.
SECTION 20 – CURRENT OFFICERS

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

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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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

SECTION 21 – OWNERSHIP

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

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

2. For a privately held entity, the ownership of any security in the entity

Complete the appropriate section(s) below:

A. For C-corporations, S-corporations, LLCs and LLLCs
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160
## Pennsylvania Department of Health
### Medical Marijuana Dispensary Permit Application

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<th>Type or class:</th>
<th>Shares held:</th>
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# Pennsylvania Department of Health

**Medical Marijuana Dispensary Permit Application**

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**Pennsylvania Department of Health**

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B. FOR PARTNERSHIPS AND LLPs

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

**Percentage of ownership:**

**Partnership participation from:**

**Description of participation in operation of the applicant:**

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- [ ] Other:

**Percentage of ownership:**

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

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# Pennsylvania Department of Health

Medical Marijuana Dispensary Permit Application

## Partner

- **Other:**

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## Medical Marijuana Dispensary Permit Application

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| ☐ Other: | | |

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

List any other persons holding an interest in the proposed site or facility, that are otherwise not disclosed in sections A or B.

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**If more space is required, please submit additional information on other persons holding an interest in the proposed site or facility in a separate document titled “Other Persons Holding an Interest in the Proposed Site or Facility (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.**

## Section 22 – Capital Requirements

Provide a summary of your available capital and an estimated spending plan to be used for you to become operational within six months from the date of issuance of the permit.

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

SECTION 23 – COMMUNITY IMPACT

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

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

Community Impact
Community Background
Community Development

As mentioned above, medical cannabis has been a success in providing jobs and assisting in community development through revitalization programs and increased spending. [N] will be filling approximately 16 positions, with some of them already filled and composing of owner/operators. Most of the remaining positions will need to be filled and we will be sourcing candidates for the majority of our positions from the immediate community. Per §1141.48, Pennsylvania requires dispensary employees to receive two hours of training, therefore we are open to hire from a broad source and train people on the specifics of the industry, the plant and operating procedures. We will accomplish this by hosting and sponsoring job fairs. We have identified job fairs in [N] including the annual Greater... 

Jobs Positions

1. CEO
2. Staff Pharmacist / Physician / Registered Nurse (Licensed Medical Professional)
3. General Manager
4. Assistant Manager - Dispensary Inventory Control Manager / Purchaser
5. Accounting Manager
6. Compliance and Human Resources Manager
7. Dispensary Security Manager
8. Retail Associate – 4 associates working in shifts
9. Security Associate
10. Patient Services Coordinator/Receptionist
Community Commitment
Rheumatoid Arthritis Support Group

Opioid Addiction and Overdose Assistant Program

Pennsylvania has a opioid and heroin crisis of epidemic proportions that has elicited a response from the Governor. The National Institute of Drug Addiction has recognized that opioid deaths are lower in states with legal medical marijuana, and there is anecdotal evidence that people can wean themselves off of opioid addiction using medical marijuana.
Community Safety: Protecting Health, Welfare and Public Safety

recognizes the impact a cannabis dispensary may have on the surrounding community and businesses and has developed a plan to minimize any negative concerns. To ensure security, our mission is to dispense medical cannabis in accordance with the highest standards for quality of products, services and public safety. Every aspect of the company’s operation will have a strong emphasis on security and preventing the diversion of cannabis. As an organization staffed by honest and compassionate professionals, is committed to of working collaboratively with fellow cannabis companies, the neighborhood community and the State of Pennsylvania in creating and improving our medical cannabis business.

To ensure the safety of the community, employees, patients and caregivers, will implement the following policies according to §1161.26:

- Only dispense medical marijuana to a patient or caregiver in an indoor, enclosed, secure facility as approved by the Department.
- Will not be located within 1,000 feet of the property line of a public, private or
parochial school, a day-care center.
- Will not be located at the same site used for growing and processing medical marijuana the same office space as a practitioner or other physician.
- Restrict minors under 18 years of age to enter the dispensary unless the individual is a patient or accompanied by a parent, guardian or caregiver. If a dispensary facility is located adjacent to a commercial operation, the facility shall provide additional means of security satisfactory to the Department to prevent individuals under 18 years of age from entering the facility from the commercial operation unless the individual is accompanied by an adult.
- The following areas of a dispensary will be clearly marked with proper signage:
  - Limited access areas
  - All areas of ingress and egress to a limited access area must be clearly identified by the posting of a sign which shall be not less than 12 inches wide and 12 inches long, composed of letters not less than 1/2 inch in height, which will state: Do Not Enter-Limited Access Area-Access Limited to Authorized Personnel and Escorted Visitors.
  - Areas that are open to patients and caregivers.
- Create an enclosed, secure area out of public sight for the loading and unloading of medical marijuana into and from a transport vehicle.
- Dispense the form of medical marijuana under § 1161.23(b)(2) (relating to dispensing medical marijuana).
- Purchase medical marijuana products only from a grower/processor.
- Sell, offer for sale or provide at its facility, with the prior written approval of the Department, instruments, devices and services related to the use of medical marijuana.
- Dispense a medical marijuana product with a THC concentration of 0.3% or less so long as the dispensary purchases it from a grower/processor and the grower/processor obtained Department approval under § 1151.28(c) (relating to forms of medical marijuana).
- Will not advertise medical marijuana as a promotional item, part of a giveaway or part of a coupon program.
- Will not provide medical marijuana at no cost or free, unless the patient is approved for financial assistance by the Department.
- Make the dispensing of medical marijuana to a patient or caregiver conditional upon:
o The purchase of a medical device, instrument or service provided at a dispensary facility.
o The purchase of a medical device, instrument or service provided at a location other than a dispensary facility.
- Offer the delivery of or deliver medical marijuana to a patient or caregiver at the patient's or caregiver's home or any other location.

To ensure that policies are being adhered to, has contracted with Protection Group to assist in implementing a security plan and provide training to personnel. The primary purpose of our security plan is to:

1. Provide a safe and secure environment for all employees and visitors
2. Safeguard the medical cannabis dispensary, production center, storage, handling and distribution of medical cannabis.
3. Ensure comprehensive audit procedures for the entire operation in the handling and distribution of medical cannabis.

Training will include the following:

- Proper reporting procedures for contacting law enforcement.
- Suspicious activity report forms and proper completion of such forms.
- Counter surveillance training to educate employees on identifying possible criminal threats (surveillance, stalking) directed toward them.
- OSHA workplace violence and late night retail violence prevention training modules.

Standard security operating policy and procedures will include disciplinary action including immediately termination of employment of any Agent or Manager who has:

- Attempted misappropriation of cannabis or Cannabis-derived products.
- shall report any such incident to law enforcement officials
- Engaged in unsafe practices with regard to cannabis operations.
● Violated any safety standard and/or any other rule, policy or procedure of the [REDACTED]

● Removed from [REDACTED] premises or concealed monies, merchandise, or property belonging to [REDACTED], other Agents, customers, or other persons

● Failed to report the dishonesty of another when the agent has reasonable knowledge of such dishonesty

● Failed to ring a sale, or properly account for or control funds

● Violated a criminal statute

● Made a false statement to a manager or engaged in a fraudulent act

● Entered, or causing to be entered, information which the employee knows to be false, or reasonably should have known to be false, on any Company document, report, form or record

● Accepting gratuities from vendors, customers, or subordinates

Been insubordinate, refused to follow work-related directions from a manager or supervisor

● Engaged in misconduct toward a customer, visitor, manager or coworker including but not limited to:
  o threatening
  o intimidation
  o coercing
  o fighting
  o using foul or abusive language
  o engaging in any action that could result in injury or damage to persons or property
  o speaking negatively about a coworker to a customer

● Violated Herbal Life’s Alcohol and Drug Abuse Policy

● Transacted personal business during working hours

● Used [REDACTED] property or assets for personal reasons without prior approval

● Destructed, damaged or misused [REDACTED] property or assets

● Engaged in disorderly or illegal conduct on [REDACTED] premises

● Harassed another person, made racist or sexually offensive remarks, physically touched or made inappropriate suggestions to any individual in
the course of the Agent’s employment or while on premises

- Acted contrary to the best interests such as, for example, diverted sales or divulged proprietary or business information
- Neglected or demonstrated incompetence in the performance of job responsibilities
- Failed to follow policy which resulting in the loss of monies, merchandise, or other Herbal Life’s assets

1) will conduct periodic security assessments.
2) will ensure that the outside of the building does not invite unwanted attention. This will be achieved by the following policies and procedures:
   - will ensure that parking lot and surrounding area will be free of trash every day.
   - will eliminate around the building and surrounding area any places where someone might hide, such as trees, shrubbery, stairways, and alleys.
   - will conduct a site review of the building every day and remove any graffiti from the building and surrounding area as soon as detected.
   - will ensure that the building has appropriate outside lighting and locks to properly secure and reduce any attempt of break in after hours.
   - will install and use appropriate lighting and ensure any black areas are secured with either fencing or gates.
   - will display a 24" x 24" sign on all sides of the building. The lettering of the sign will be no smaller than one inch in height reading: 
     *This property is under video surveillance. All Activity is recorded.*

**Dispensary Training**

Having a well-trained staff is critical to having a positive community impact. Upon award of permit, will license standard operating procedures developed and refined by . Within these standard operating procedures, ensuring patient, public, and product safety at the dispensary is of paramount interest. of dispensary
agents will share their knowledge and first-hand accounts from qualified patients in Colorado in regard to the best applications for the core varieties of medical marijuana, including: Sativa, Indica, Hybrid, CBD.

Standard operating procedures (SOPs) for the safe, secure, and successful management of medical marijuana within a patient-facing environment are broken out as follows:

1. Electronic Tracking System / Point of Sale (POS) Software: user interface, barcodes, state ID tags, transaction tracking, reports, transactions, data entry into inventory control system
2. Patient Consultation: first time patient, receptionist check in, product consultation, dosage, education, patient literature and resources
4. Packaging & Labeling Principles
5. Administration / Operational Best Practices: ordering/buying, sanitation and safety, record keeping, dispensary compliance, maintenance, opening & closing procedures, cash handling, inventory control, product rotation, product return and disposal, product recalls, merchandising

The dispensary agent training process involves engaging Managers and Lead Agents of each job classification at facilities in the specific training regimens needed to secure their proficiency in understanding the performance basics of the position they are being hired to fulfill. This on-site time at an operational facility in Denver allows them to participate in active training at a fully functioning business which has deployed proven methodology in regard to retailing medical marijuana. This environment will provide trainees the ability to learn the associated tasking through repetitive exposure to the various duties they will be performing on a day to day basis.
The on-site training intervals are broken out into five key processes:

1. Review specific department training videos which are broken out by specific functions of the medical dispensary process, i.e.: POS system, security, patient consultation. Followed by a Q&A session.
2. Review of the cut sheet summaries pertaining to the training videos, which include a detailed step-by-step explanation of the duties and tasking which were provided in the training videos. Followed by a question and answer session.
3. Reviewing specific departmental standard operating procedures within the [redacted], pertaining to the training videos and cut sheets. Followed by a question and answer session.
4. Perform the function within the [redacted] medical dispensary, which can be in the form of:
   a. Observation and job shadowing
   b. Actively asking questions to instructing dispensary agents
   c. Performing the functions within a live operating environment; this hands on training will be repeated several times within the training process
   d. Teach the teacher; enabling trainees within the live environment to teach the functions to the instructing dispensary agent while also receiving feedback on the process
   e. General de-briefing of the four-step training process for group follow up and question and answer.

This training and integration generally takes place over a period of two weeks, scheduled in one week intervals, but may be repeated as needed to the benefit of the Company upon request. As a result of the arrangement with [redacted], the Company has access to an operational medical marijuana dispensary, ensuring that [redacted] Management and Lead Agents will be getting exposure to current best practices within this industry.

These training intervals are broken out as follows:

Week 1 – General overview of the medical marijuana dispensary process. Example week:
Day 1: Review all training videos, training cut sheets, and standard operating procedures pertaining to general retail operations. Follow up question and answer session. Begin job shadowing and observation within the medical dispensary.

Day 2: Debrief of Day 1 training exercises, question and answer for clarifying questions and learnings, job shadowing and observation within the medical dispensary.

Day 3: Job shadowing and observation within the medical dispensary

Day 4: Job shadowing and observation within the medical dispensary.

Day 5: Administrative overview, including: ordering/buying, sanitation and safety, record keeping, dispensary compliance, maintenance, opening & closing procedures, cash handling, inventory control, product rotation, product return and disposal, product recalls, merchandising

Week 2 - Focused on specific learnings from week 1 on-site training. Generally, the Company Management and Lead Dispensary Agents of each team will receive feedback from the [BLANK] staff that is designed to help point out both strengths as well as weaknesses as they are brought out by the training. This will allow the Company adequate time to schedule additional training follow up as needed to perform the tasks outlined in the standard operating procedures before becoming operational. This follows the basics of planned job deployments on a practical application basis and as additionally requested once the initial training interval is completed at the [BLANK] location.

Follow up training by [BLANK] staff as needed or requested by the Company is available onsite at our facility; particularly once the dispensary agents have been hired as well as the first week of operations of the business. Additional custom training as well as interim contract support for positions that may still be vacant or that were vacated abruptly are also available to the Company via the arrangement with [BLANK] as needed.
Finally, once employees are sufficiently trained in regard to the standard operating procedures, designated management staff members will be responsible for internally managing this robust training process for any new hires. This training process will take place at our operational facility, and trainees will have access to standard operating procedures, training videos, training cut sheets, and other support materials as needed.

**Complaints**

Complaints will be handled in the most expeditious manner possible. [Blank] will implement the following policies:

- Complaints will be managed by the assistant manager.
- Maintain a 24 hour line for to either leave a message to file complaints or follow prompts to obtain emergency numbers if there is an adverse reaction.
- Keep a list of adverse events from all dispensaries and grower/processors.
- Provide a link to a page on our website that allows individuals to file a complaint.
- Provide immediate follow-up and strive to provide a resolution within 24-48 hours.

**Substance Abuse**

Every 12 months the company will educate dispensary employees on the most recent data regarding the recognition of symptoms of substance use disorders and acute intoxication. Additionally the coursework will cover: Potential drug interactions and consumer safety issues with medical cannabis, dosage forms of medical cannabis and their pharmacodynamic impact, the potential therapeutic and adverse effects of medical cannabis, the pharmacology of cannabis, and its active component, by developing and implementing a rigorous curriculum of compliance training based on
Each employee will receive 30 hours of training per year with five hours of supplemental training to total 35 hours a year. Training will include:

- The pharmacology of cannabis and its active components
- Extraction Technology and Lab Testing Benchmarks
- Medical Cannabis Concentrates and Infused Products: Dosage forms of medical cannabis and their pharmacodynamic impact, potential therapeutic and adverse effects
- Potential drug interactions and consumer safety issues
- Recognition of symptoms of substance use disorders and acute intoxication

Employees will be required to take a quiz and must score at least 90% on each module quiz to move forward in the course. The employee will be given up to three opportunities to pass each module quiz. Failure to successfully pass the quiz will result in an Individual Development Plan (IDP). An IDP will support any employee who needs additional assistance. Special accommodations will be made for employees as outlined by the American with Disabilities Act.

The company assistant manager and the compliance manager will be responsible for managing compliance documents on file including all documents concerning employee training, registration, inspection certificates, licenses and permits. The compliance manager will monitor and document Federal, State and local laws for changes in regulation and advise the assistant manager of changes and updates for training.

Training documentation will include the program name, instructor name, dispensing agent name and topic and date of completion. The dispensing compliance manager will retain training materials and attendance records. Training notebooks and electronic access to the materials will be available for dispensing agent education and training in
the employee resource area of the office. A copy of the training materials will be made available for inspection by the commission upon request.

- The employee will also keep a list of known adverse effects between cannabis and pharmaceuticals and intoxicants.
- Have a recording on the 24 hour phone line stating to call 911 in the event of an emergency as list phone numbers of local and state substance abuse programs
- Provide pamphlets in the waiting area with resources to substance abuse programs

Employees will also be expected to abide by the Drug Free Workplace While the state of Pennsylvania does not have laws prohibiting or governing drug and alcohol policies, when setting policies, we will follow standardized procedures established by the Substance Abuse and Mental Health Services Administration (SAMHSA), which is part of the U.S. Department of Health and Human Services (DHHS).
Instructions:
This attachment is the signature page for your application and all other attachments.
- Please review the application
- By checking the appropriate boxes, indicate the sections that are included in your submission
- Print this attachment
- Sign the document (primary contact or registered agent)
- Scan this sheet and save it as a file called “Attachment A,” using the appropriate file name format

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

| ☒ Yes | ☐ No |

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

- ☒ Initial Application Fee
- ☒ Initial Permit Fee

- ☒ Completed Application

- ☒ 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

- ☒ 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>Insurance</td>
<td>[redacted]</td>
<td>Complying with Section 1141.44. in the application</td>
</tr>
<tr>
<td>Attachment A-2</td>
<td>Dispensary Facility</td>
<td>To meet state requirements for onboarding of new employees</td>
</tr>
<tr>
<td>Septa Map</td>
<td>Septa</td>
<td>To show transportation to our dispensary location</td>
</tr>
<tr>
<td>Fixtures, Equipment &amp;</td>
<td>Fixtures, Equipment &amp;</td>
<td>To give an idea of our style and taste for our dispensary</td>
</tr>
<tr>
<td>Furniture</td>
<td>Furniture</td>
<td></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**

**Title in Applicant's Business**

**Date:** 3-11-17

**Printed Name**

---

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

**Signature**

**Title in Applicant's Business**

**Date:** 3-11-17

**Printed Name**

---

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

**Signature**

**Title in Applicant's Business**

**Date:** 3-11-17

**Printed Name**
February 9, 2017

Commonwealth of Pennsylvania
Department of Health
Harrisburg, PA

Re: Medicinal Cannabis Insurance Program
Insurance Requirements – Section 1141.44

Dear Department Representative:

Please be advised that we have been engaged by [redacted] who is applying for a Dispensary License as it relates to placing the requisite insurance coverage in connection with the Commonwealth's Medicinal Cannabis Act.

[Redacted] is fully aware of the insurance requirements as set forth under Section 1141.44 and has informed us that if granted a license they fully intend to put the appropriate Insurance Risk Management Program in place.

As the recognized broker for the Pennsylvania Medical Cannabis Industry Group ("PAMCIG"), we have explained to [redacted] that a comprehensive Corporate Insurance Program consists of the following lines of coverage:

➢ Commercial Property, to include Cannabis inventory
➢ Commercial General Liability, endorsed to include coverage for Pesticide and Herbicide
➢ Automobile Liability
➢ Workers' Compensation
➢ Umbrella / Excess Liability
➢ Product Liability covering Cannabis, Hemp and CBD products
➢ Commercial Crop to include “plants in process”. Coverage will also extend to seeds, seedlings/ clones, vegetative plants, flowering plants and harvested plants
➢ Crime to include coverage for loss caused by employee dishonesty, robbery or burglary
➢ ERISA Fidelity Bond
➢ Employment Practices Liability
➢ Fiduciary Liability
➢ D&O Liability
We see no reason why [REDACTED] would not be able to obtain the enumerated coverage. Further we have no reason to believe that the requisite coverages as required in Section 1141.44 will not be in place on the date in which [REDACTED] would become operational, hence satisfying the statute.

Should there be any questions or concerns, please contact the undersigned.

Sincerely,

[REDACTED]

[REDACTED]
ATTACHMENT A2 - Dispensary Facility Training Plan:

The Medical Marijuana industry is new in Pennsylvania. Therefore, the Company may not have a broad existing labor pool of experienced professionals to draw from for dispensing of medical marijuana. We are however, committed to reaching out to the local community and throughout the state to find diverse individuals with a strong work ethic who are eager to enter this industry. The Company anticipates developing a robust training program to internally develop grower and processor employees. Our dispensary consultant and leading operator in Colorado will assist us to create training curriculum and perform initial training of our start-up crew. The following is a description of the training process we envision.

All employees will be subject to the initial 2-hour training requirements as required by the Department. On-site medical professionals will be subject to the initial 4-hour training requirements as required by the Department. In addition to this standard industry requirement, the following is the ongoing in-house training plan for dispensary staff:

I. Dispensary Training:
The on-site training intervals are broken out into five key processes:
II. Employee Training Manual:

The Employee training manual will be divided into sections that will address each of the areas of focus described above.

The training manual may include:
Estimate for work at: [Redacted]

**Service Work Main Space:**

Install new single phase 200amp service to serve a new 32 circuit panel to be installed in rear of the space.

**Front Showroom:**

DOH REDACTED

**Front Offices: (Manager, Security, Medical Prof, Owners)**

Run wiring for and install new outlets and lights. (Est 4 lights per office)

Run cable for and install network lines to front offices. 1 line per office with in wall jack.

Run cable for and install 1 telephone jack in each office.

DOH REDACTED
Restrooms:
Run wiring for and install 1 emergency light in each bathroom.
Run wiring and install new light fixtures and bath fans. (Est. 2 lights and 1 fan per room)
Run cabling for and install general purpose GFCI outlet in each bathroom.

Rear Hall way
Run wiring for new lighting, outlets, and emergency lights.

DOH REDACTED

Break room:
Run wiring for new lighting, outlets, and emergency lights.

DOH REDACTED

Garage:
Run wiring for new lighting, outlets, and emergency lights.

DOH REDACTED

Vault Room:
Run wiring for new lighting, 1 outlet, and emergency lights.
Total estimated costs of project:

Electric: $16,200
CCTV Cameras: $2,300
Security System: $1,360 with $35 mn monitoring agreement

LED lighting was estimated to be used in the project to provide energy efficiency and long product life.

Fire alarm is not included in this price.
Deposit is required to start project.
Incremental payments will be required throughout the project.
Plan work and plans to be provided by others and are required to start the project.
Plan review must happen before estimated price can be considered valid.

Changes to the estimate may be necessary due to code/township and customer requirements, and the costs of those changes are the sole financial responsibility of the customer.

A little about us:

[REDACTED]

[REDACTED]

I attended electrical training right after high school to add to my knowledge of security, which I learned assisting dad as a kid. I graduated and went to work with a very successful family owned national security company. I learned a lot working with a very intelligent, very thorough boss and mentor and my knowledge and skillset grew daily. I took my knowledge and applied it to becoming the best all-around technician that I could be. I soon began engineering and designing systems. My day to day responsibilities turned into management of crews and then to director of operations for the region.

My father and I have accumulated years of knowledge and experience mastering our trades and skills. We have trained for countless hours with numerous manufacturers and specialized training organizations. Now we work together daily to give a complete service experience, and to put out a product that serves our customers for years. We strive to be an example to other black and minority owned companies. To prove that hard work, sometimes long hours, and a commitment to your craft can lead to long term success personally and professionally.
Delivery and Installation can be quoted for delivery when conditions are known.

Any and all applicable sales taxes will apply at time of order.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>UM</th>
<th>Price</th>
<th>Disc.</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Complete Combo Kit</td>
<td>1</td>
<td>Ea</td>
<td>$350.00</td>
<td>0.00%</td>
<td>$350.00</td>
</tr>
<tr>
<td></td>
<td>Silver Vault TL-30 safe</td>
<td>1</td>
<td>Ea</td>
<td>$4,100.00</td>
<td>0.00%</td>
<td>$4,100.00</td>
</tr>
</tbody>
</table>

SubTotal: $4,450.00
Discount: $0.00
Freight: $0.00
Total: $4,450.00
Description: 

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>UM</th>
<th>Price</th>
<th>Disc.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Class M-5 sided concrete vault &amp; door</td>
<td>1</td>
<td>Ea</td>
<td>$18,662.00</td>
<td>0.00%</td>
<td>$18,662.00</td>
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<tr>
<td></td>
<td>Non-Union Install with free access during normal business hours.</td>
<td>1</td>
<td>Ea</td>
<td>$6,900.00</td>
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<td>$6,900.00</td>
</tr>
</tbody>
</table>

Pricing includes Forklift Rental
All permits supplied by others

8% Tax is $2,156.96

50% down at time of ordering
25% down at time of shipping
Balance due upon day of completion
<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPLY AND INSTALL (1) 12 X 9 WHITE INSULATED RIBBED STEEL DOOR, NO WINDOWS, COMPLETE WITH TRACK, TORSION SPRINGS, AND HARDWARE. DOOR WILL BE MOTOR OPERATED WITH NEW POWER CHAIN PHOTO EYES. please note sizes may vary after site inspection.</td>
<td>1</td>
<td>1,695.00</td>
<td>1,695.00</td>
</tr>
</tbody>
</table>

**Total** $6,045.00

*Note: The above mentioned materials remains the property of [redacted] until fully paid for and can be removed for non-payment.*

*Conditions:*
By others: Sufficient headroom and sideroom from obstruction shall be provided as well as even floors.
By others: Jambs, spring pads, and all necessary members for installation: Subject to approval by [redacted]
By others: All wiring to motors and control stations.

*Terms:*
Guarantee: The above doors and electric operators, if installed by us, are guaranteed for one year against defects in either materials, workmanship, or faulty operations. If installed by others, no guarantee on operations. If materials are altered with - warranty is automatically voided.
Orders: Subject to acceptance by [redacted]. Per: [redacted]

*Signature:*
**Description**: REMOVE AND HAUL AWAY EXISTING DOUBLE SET OF DOORS AND FRAME.

USING STANDARD BLOCK AND MORTAR WE WILL BLOCK UP THIS OPENING.

WE WILL SAW A NEW OPENING APPROX. 12 X 9.

WE WILL HAUL AWAY ALL DEBRIS.

WE WILL SUPPLY AND INSTALL ALL STEEL NEEDED FOR NEW LENTIL. WE WILL SUPPLY AND INSTALL BENT STEEL TO COVER EXTERIOR JAMBS AND INSTALL NEW INTERIOR WOOD JAMBS TO INSTALL NEW SECTIONAL DOOR TO.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>REMOVE AND HAUL AWAY EXISTING DOUBLE SET OF DOORS AND FRAME.</td>
<td>1</td>
<td>4,350.00</td>
<td>4,350.00</td>
</tr>
</tbody>
</table>

**Total**

*Note: The above mentioned materials remains the property of [Redacted] until fully paid for and can be removed for non-payment.*

*Conditions:*
By others: Sufficient headroom and side room from obstruction shall be provided as well as even floors.
By others: Jambs, spring pads, and all necessary members for installation: Subject to approval by [Redacted]
By others: All wiring to motors and control stations.

*Terms:*
Guarantee: The above doors and electric operators, if installed by us, are guaranteed for one year against defects in either materials, workmanship, or faulty operations. If installed by others, no guarantee on operations. If materials are altered with - warranty is automatically voided.
Orders: Subject to acceptance by [Redacted] Per: [Redacted]

Signature: [Redacted]
Attachment B: Organizational Documents

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

| Business Name, as it appears on the applicant's certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents: | [Redacted] |
| Trade names and DBA (doing business as) names: | [Redacted] |
| Principal Business Address | [Redacted] |
| City: | [Redacted] | State: | [Redacted] | Zip Code: | [Redacted] |
| Phone: | [Redacted] | Fax: | | Email: | [Redacted] |
OPERATING AGREEMENT
OF HERBAL LIFE LLC

This OPERATING AGREEMENT (this “Agreement”) of Pennsylvania limited liability company (the “Company”), is entered into as of the day of July, 2016 (the “Effective Date”) by and between (each a “Member” and together the “Members”).

FORMATION

In accordance with the Pennsylvania Limited Liability Company Act, the Members have organized a limited liability company for the purposes hereinafter expressed. This agreement supersedes any and all prior operating agreements, amendments thereto and/or modifications thereof.

TERMS

1. **Name.** The name of the Company is

2. **Business address.** The initial business address of the Company shall be

3. **Term.** The term of existence of the Company shall be perpetual, unless earlier terminated under the provisions of this Agreement.

4. **Purpose.**
   a. The purpose of the Company shall be to conduct any business(es) for which limited liability companies may be organized under Pennsylvania law and to make any investments as may be determined, from time to time, by the Members.
   b. The Company shall possess and may exercise all powers, privileges and authority authorized by the Act for limited liability companies.

5. **Members; Contributions.** Equal membership interests (“Interests”) are hereby issued to that is, each of them shall hold a one-third interest. Each Member shall make equal capital contributions as determined by the Members. The initial capital contribution shall be $100,000. No Member shall be liable for the return of the capital contributions of another Member or the payment of interest thereon. A Member shall not be entitled to demand the return of, or to withdraw, any part of his/her capital contribution or his/her capital account.
6. Each Member hereby agrees to comply with the Applicable Laws (as defined below). Each Member further agrees that the Company, or any other Member shall be permitted to report to the Department of Health (as defined below), the Local Authority (as defined below) 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. For purposes of this Agreement, the term "Applicable Laws" shall mean, as applicable, the Pennsylvania Medical Marijuana Act and all regulations, rules, orders, guidance and instructions promulgated by the Department of Health of the Commonwealth of Pennsylvania or the local marijuana business licensing authority which has jurisdiction over the Company (the "Local Authority").

7. **Advances.** Should the Members determine that funds are needed to continue or enhance the business of the Company, such funds shall be advanced by the members equally, unless otherwise agreed, under such terms and conditions as are established by the Members. Loans to the Company by any Member shall not be considered capital contributions. The repayment of such loans, together with interest at the prime rate as published in the Wall Street Journal, shall be made prior to any distribution of cash flow.

8. **Percentage Interests; Allocation of Profits and Losses; Capital Accounts:**

   **Cash Flow.**

   a. The Interests shall be equal one-third (33.3%) interests, equally dilutable. Profits and losses for any fiscal year shall be allocated equally. A capital account shall be maintained on the books of the Company for each member and adjusted in accordance with the Treasury Regulations promulgated under Section 704(b) of the Internal Revenue Code ("Code"). Except as set forth in Section 8(b), below, once the Company achieves profitability, positive cash flow (after Member compensation and Member loans have been paid) shall be distributed equally; if at all, on a quarterly basis and in such amounts as the Members shall determine, provided that the Company has working capital sufficient to pay the Company’s expenses projected over the next sixty (60) days, unless otherwise agreed. The Company shall be treated as a partnership for tax purposes.

   b. **Minimum Tax Distributions.** On or before the day the Company files its U.S. Return of Partnership Income, IRS Form 665, for the prior taxable period, the Company shall promptly distribute to the Members an amount necessary for the Member in the highest bracket to pay federal and state taxes on the net income of the Company ("Minimum Tax Distribution"). If the Company does not have sufficient funds to permit it to make this
Minimum Tax Distribution, the Members shall take such action as may be necessary to create sufficient funds to permit the distributions, whereupon the Company shall pay such distributions, unless all of the Members agree to forego such distributions.

9. **Management**

   a. The business and affairs of the Company shall be managed by the consent of the Members.

   b. If the Members cannot agree on any business issue within thirty (30) days or sooner they will mutually agree upon an advisor, consultant, accountant or attorney to act as a third *de facto* member for the sole purpose of voting on the matter that has caused the deadlock. If the Members are unable to agree upon the *de facto* member, they shall each appoint an advisor, consultant, accountant or attorney to select the *de facto* member. A meeting of the Members, including the *de facto* member, shall be scheduled for and conducted, and the vote of a majority shall be required to approve any action or transaction. Matters decided in this manner shall be final and binding and shall not be subject to arbitration or judicial review.

   c. The books and records of the Company shall be kept at the Premises and each Member or his/her representative may inspect and copy any such books and records at his/her own expense. The books and records shall reflect all Company transactions and be adequate and appropriate for the Company’s business.

10. **Restrictions on Assignment; Substitute Members; Additional Members.** No Member shall have the right to pledge, hypothecate, encumber, sell, assign, transfer, exchange, bequeath, devise, gift or otherwise transfer for consideration (collectively, "Transfer") his/her Interests except to another Member or Members, or with the consent of the other Members, or as permitted in this Agreement. Each Member acknowledges the reasonableness of these restrictions on the Transfer of Interests in view of the Company’s purposes and the relationship of the Members. No assignee of a Member’s Interest shall have the right to be admitted as a substitute member in place of the Member’s assignor without the written consent of the other Member. Additional members may only be admitted with the consent of all Members.

11. **Purchase of Expelled Members’ Interests.** The Company shall have the option to liquidate all of the Expelled Member’s (as defined below) Interest for Book Value, as defined below, and the Expelled Member then shall be obligated to sell all, but not less than all, of his/her Interest for such amount. The Expelled Member shall sell of his/her Interests at a price equal to the Book Value of the Company, multiplied by the Expelled Member’s Percentage Interest. Payment of such purchase price shall be in accordance with the Purchase Terms (as defined below) and evidenced by a promissory note secured by a pledge of the non-Expelled Member. “Book Value” means the aggregate dollar amount of assets less the aggregate amount
of liabilities as shown on the most recent financial statement of the Company reviewed, compiled or audited by its independent certified public accountant.

12. **Expulsion.** The Company, with the affected Member abstaining, may expel any Member (the "Expelled Member") solely for Good Cause. "Good Cause" means: (a) any dishonesty in connection with such Member’s dealings with the Company or any client or customer of the Company; (b) any violation of a material provision of this Agreement which is not cured within fifteen (15) days following adequate notice, which notice is only required if the nature of such violation is capable of cure; (c) conviction of a crime which is regarded at law as a felony (but excluding conviction under federal laws regarding the cultivation, possession, sale or distribution of marijuana or products containing marijuana); (d) conviction of a crime involving dishonesty which is regarded at law as a misdemeanor; (e) theft of Company property; (f) the habitual consumption of, and being under the influence of, illegal drugs or alcoholic beverages while acting in his/her capacity as a Member; (g) conduct constituting sexual harassment as such term is defined in the Equal Employment Opportunity Commission’s guidelines on sex discrimination; (h) any determination by a governmental or regulatory authority with appropriate jurisdiction that a Member has violated an Applicable Law; (i) the revocation, suspension or non-renewal of a Member’s Grower/Processor or Dispensary Permit issued by the Department of Health; or (j) any action or omission by a Member which causes the DEPARTMENT OF HEALTH or the Local Authority to, or creates a significant risk that the DEPARTMENT OF HEALTH or the Local Authority will, revoke, suspend or fail to timely renew any of the Company’s licenses issued by the DEPARTMENT OF HEALTH or the Local Authority or impose other significant discipline on the Company.

13. **Seizure or Forced Sale of Interest.** In the event, or threat of seizure or forced sale of an Interest, bankruptcy, or a divorce proceeding (each an “Event”) by or against a Member, the affected Member shall immediately notify the Company. In the case of an involuntary bankruptcy, the affected Member shall have sixty (60) days to obtain a dismissal thereof. The Company shall then have the option, exercisable within thirty (30) days after notice of the Event (ninety (90) days in the case of an involuntary bankruptcy not dismissed within sixty (60) days), to purchase all of such Member’s Interest for Book Value in accordance with the Purchase Terms, as defined below.

14. **Life insurance.** The Company may, but is not required to, carry insurance on the lives of the Members. The death benefit of any such insurance shall approximate the Purchase Price and the Members will revalue the Interests every two (2) years and adjust the insurance, as required.

15. **Death of a Member.** Upon the death of a Member, within thirty (30) days from notice of the appointment of a representative for the deceased Member’s estate, the Company shall have the obligation to purchase the deceased Member’s Interest, and the deceased Member’s representative shall be obligated to sell the deceased Member’s Interest, for the Purchase Price or the life insurance proceeds, if applicable. If insurance is carried on the life of the deceased Member, the death proceeds shall be solely used to purchase the Interest of the deceased Member.
16. **Disability of a Member.**

   a. If any Member is unable to fulfill substantially all of his/her agreed upon duties due to a physical or mental disability continuing for a period of one hundred twenty (120) consecutive days or one hundred twenty (120) days in any twelve (12) month period (the "Disability") (the Member subject to a Disability is referred to herein as the "Disabled Member"), the Company shall have the option to purchase, exercisable within thirty (30) days of the Disability determination, all, but not less than all, of the Disabled Member’s Interest at the Purchase Price and in accordance with the Purchase Terms. If the Company does not exercise this option, the other Member (excluding the Disabled Member’s spouse) shall have the option, exercisable within thirty (30) days from the expiration date of the Company’s option, to purchase all, but not less than all, of the Disabled Member’s Interests, at the Purchase Price and in accordance with the Purchase Terms.

   b. During the first year of disability, the Disabled Member shall receive draws and quarterly distributions in the same amount and at the same time as the other Member.

17. **Transfer of Member Interest.** In accordance with Paragraph 10, above, no Member may transfer his or her interest, in whole or in part, in violation of any applicable law or regulation, or in such manner as may jeopardize the Company’s existing standing with the Department of Health or the Local Authority. If the Members agree to permit a transfer of a Member’s interest but cannot agree upon the purchase price and/or terms, those unresolved issues will be resolved according to the provisions set forth below.

18. **Purchase Price and Terms.** Except as otherwise provided in this Agreement, the Purchase Price for an Interest shall be equal to one and one-half times a three-year weighted average of EBITDA multiplied by the selling Member’s percentage Interest. The three-year weighted average is determined by multiplying EBITDA in the immediate prior year by three (3), the second year by two (2), and one (1) time the EBITDA in the third year, adding the three figures and dividing by six (6). The purchase price so determined shall be referred to as the "Purchase Price." The Purchase Price shall be payable over thirty-six (36) months with interest at the prime rate as the published in the Wall Street Journal and evidenced by a promissory note secured by a pledge of the purchasing Member ("Purchase Terms").

19. **Pending and Disapproved Transfers.** If any transfer of an Interest is subject to or contingent upon approval of such transfer by the Department of Health or the Local Authority, then during the Restriction Period (as defined below), the transferor shall not be entitled to vote, participate in meetings or otherwise participate in the management of the Company. For purposes of this Agreement, the term "Restriction Period" shall mean with respect to any proposed transfer of an Interest (i) the period from the earlier of (a) the date the transferee and transferor enter into a binding agreement with respect to such transfer, or (b) in the case of an Expulsion, the date on which the existence of Good Cause is determined, until the later of (y) the
date the Department of Health approves such transfer or (z) the date the Local Authority approves such transfer, and (ii) at all times after either the Department of Health or the Local Authority rejects such transfer. For the avoidance of doubt, the transferor shall remain entitled to receive distributions from the Company during the Restriction Period.

20. **Approval of Transfers; Delivery of Membership Interests.** In the event of the transfer of an Interest, within ten (10) days after the transferee and transferor enter into a binding agreement with respect to such transfer (or, in the case of an Expulsion. within ten (10) days after the existence of Good Cause is determined), the transferor shall schedule a meeting with the Department of Health, to be held on the earliest date permitted by the Department of Health, for the purpose of submitting an application for Department of Health approval of such transfer. Further, the transferor and the transferee shall cooperate, in good faith, to prepare and timely submit any materials the Department of Health or the Local Authority may require in connection with the approval of such transfer, and shall diligently prosecute approval of such transfer, including, but not limited to, by participating in any meetings with the Department of Health required in connection with such transfer. Notwithstanding the foregoing, in the case of an Expulsion, if the Expelled Member fails to reasonably and timely fulfill the foregoing obligations of the transferor, the Company may unilaterally seek Department of Health and Local Authority approval of such transfer. Additionally, at the closing of any transfer of an Interest, the transferor shall deliver to the transferee such instruments of transfer to evidence the transfer of the Interest as shall be reasonably requested by counsel for the transferee in form and substance reasonably satisfactory to such counsel. The Interest shall be transferred free and clear of all liens and encumbrances.

21. **Liability.** No Member, including a de facto member, shall be liable for the obligations of the Company solely by reason of being a Member.

22. **Indemnification.** The Company will defend and indemnify a Member, and any persons designated as de facto members pursuant to Section 9(b) of this Agreement, against, and hold the Member harmless from, any and all loss and expense, including, but not limited to, legal, accounting or investigative fees and expenses, incurred by the Member while in the Member’s official capacity with the Company, unless a final judgment or other final adjudication determines that the Member or de facto member committed acts or omissions which involve intentional misconduct or knowing violation of law (excluding any violation of any federal law prohibiting the cultivation, possession, sale or distribution of marijuana or products containing marijuana).

23. **Dispute Resolution.** Except with respect to disputes involving injunctive or other equitable relief, resolution of any and all disputes arising from or in connection with this Agreement, whether based on contract, tort, or otherwise, shall be exclusively governed by and settled by arbitration in accordance with the commercial rules of the American Arbitration Association with one arbitrator mutually selected by the parties. The party who prevails on the most counts, claims, or causes of action shall be awarded reasonable attorneys’ fees.

24. **Tax Matters Partner.** a Member, is hereby designated as the Tax Matters Partner (“TMP”). The TMP shall have all of the obligations, rights, and authority to
bind the Members in connection with such proceedings set forth in Code Sections 6221 through 6232. The Company shall pay all expenses of the TMP incurred in connection with the conduct of such proceedings. The TMP shall not be liable to the Company or to the other Member for any loss or expense, or disallowance of deduction, credit or beneficial tax treatment of any item of Company income or loss arising from the conduct, settlement, or final adverse determination of the administrative or judicial proceedings described above, provided that the TMP acted in good faith and not with misconduct or in willful breach of the TMP’s fiduciary duties hereunder.

25. **Dissolution; Liquidation.** The Company shall dissolve and its affairs shall be wound up upon the sooner of (i) the sale of all or substantially all of the assets of the Company, or (ii) the agreement of the Members. Upon dissolution of the Company, the assets of the Company shall be liquidated as promptly as practicable in the manner determined by the Members. Upon liquidation of the assets of the Company, the cash proceeds from the sale of the Company’s assets, and the other unliquidated assets of the Company, shall be applied in the following order of priority: (a) first, to the payment, to the extent required by any lender or creditor, including Members who are creditors, of all debts, obligations, and liabilities of the Company and to the payment of taxes then due and payable, as well as setting up a reserve; (b) then to the Members in proportion to their positive capital account balances; and (c) the balance, if any, to the Members in accordance with their Interests. Notwithstanding any of the foregoing to the contrary, any operational account with a shared split code between the Members shall be operated by an independent Exel agency unless otherwise agreed.

26. **Non-Solicitation.** In the event of a dissolution of the Company, each Member agrees that for three (3) years thereafter he/she will not, on his/her own behalf or on behalf of any other person, firm, partnership, association, corporation, or other entity, as an owner, partner, member, officer, or agent, advise or otherwise, directly or indirectly, do or cause to be done any of the following acts: (a) solicit, attempt to obtain, or in any way transact business with any person or entity which at the time is, at the time of the termination of his/her Interest was, or within the twenty-four (24) month period preceding such termination was a customer of the other Member; (b) aid or assist any other party in the solicitation of any customer of the other party; or (c) otherwise interfere with the other Member’s relationships with any of his/her respective referral sources, wherever located, by soliciting such sources or inducing them to discontinue their relationships with the other Member. Recognizing the irreparable nature of the injury that could be done by a Member’s violation of the covenants contained in this Section 26, and that monetary damages would be inadequate compensation to the other Member, it is agreed that any violation of this Section by a Member constitutes a proper subject for immediate injunctive relief, specific performance, and other relief to the Company without the need for posting a bond.

27. **Right to Independent Counsel.** EACH MEMBER RECOGNIZES THAT THIS AGREEMENT IS A LEGAL DOCUMENT WHICH MAY AFFECT HIM/HER ADVERSELY. CONSEQUENTLY, EACH PARTY ACKNOWLEDGES THAT PRIOR TO EXECUTING THIS AGREEMENT, HE/SHE WAS GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL COUNSEL REGARDING THE PROVISIONS OF THIS AGREEMENT AND HIS/HER LEGAL INVOLVEMENT HEREIN. BY EXECUTING THIS AGREEMENT, EACH PARTY ACKNOWLEDGES THAT SACKS WESTON DIAMOND, LLC AND ITS ATTORNEYS HAVE REPRESENTED THE COMPANY WITH RESPECT TO
28. **Miscellaneous Provisions.** The following miscellaneous provisions shall apply:

a. **Notices.** Any notices required to be given hereunder shall be effective if mailed, postage prepaid, to the Company at its principal place of business and to the Members at their last known addresses appearing on the records of the Company.

b. **Governing law.** The provisions of this Agreement shall be construed, administered, and enforced according to the internal laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

c. **Titles of Sections.** The titles of Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

d. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of all parties hereto and their heirs, assigns, and legal representatives.

e. **Severance.** If any provision of this Agreement is determined by a court to require the Company to perform or to fail to perform an act which is in violation of applicable law (except for federal law prohibiting the cultivation, possession, sale or distribution of marijuana or products containing marijuana, in which case no limitation or modification shall be required), this Agreement shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Agreement shall be enforceable in accordance with its terms.

f. **Counterparts.** This Agreement may be signed in one or more counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart, provided, however that no such counterpart shall be binding on the Company unless accepted in writing by the Members.

g. **Entire Agreement.** This Agreement and the Certificate of Organization, and any Amendments thereto, represent the entire agreement and all of the documents relating to the subject matter hereof.
h. **Pronouns.** Whenever the context may require, all pronouns used herein shall include the corresponding masculine, feminine or neuter form and the singular form of pronouns or nouns shall include the plural and *vice versa.*

i. **Amendment.** This Agreement may be amended only with the consent of the Members.

j. **Marijuana Business Acknowledgment.** Each Member acknowledges that the Company shall be engaged in activities involving growing, processing, manufacturing and/or selling marijuana and/or products containing marijuana. Each Member acknowledges that Pennsylvania law permitting the sale, use, and distribution of marijuana for medical and recreational purposes is in conflict with federal law. Federal law criminalizes the cultivation, sale, distribution and use of marijuana and products containing marijuana for virtually any purpose and federal law takes precedence over Pennsylvania law. Each Member acknowledges that the current federal policy of non-enforcement of federal marijuana laws in states that have legalized marijuana – such as Pennsylvania – is subject to change at any time in the sole discretion of the federal government. Each Member hereby agrees to, and hereby does, release and hold harmless all other Members, and all employees, officers, agents and representatives of the Company from any and all liability whatsoever to such Member for any claims, liabilities, losses, damages, expenses, costs (direct or indirect), fees, fines or penalties arising from such Member’s participation in the Company in violation of federal marijuana laws. Each Member hereby waives any defenses to the enforcement of this Agreement based on an "illegality of purpose" theory or related defenses arising from any activity of the Company related to marijuana. The Members agree that with respect to the operations of the Company, they shall comply, and shall cause the Company to comply, with any and all applicable provisions of the Applicable Laws.

IN WITNESS WHEREOF the Members have executed this Agreement as of the date first set forth above.
Commonwealth of Pennsylvania
Bureau of Corporations and Charitable Organizations
401 North street, Room 206, P.O. Box 8722
Harrisburg, PA 17105-8722
(717) 787-1057
www.dos.state.pa.us/corps

Entity Report
February 17, 2017

Examination of the indices in the Department of State on the above date show a Limited Liability Company was filed on July 05, 2016 entitled:

Entity #
Citizenship: Domestic
With Address At:

Filing History:

<table>
<thead>
<tr>
<th>Date</th>
<th>Microfilm</th>
<th>Filing</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/5/2016</td>
<td></td>
<td>Creation Filing</td>
</tr>
</tbody>
</table>

Certification Number: TSC170217090207-1
Verify this certificate online at https://www.corporations.pa.gov/order/verify
Certificate of Organization Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

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):

2. The (a) address of the limited liability company’s initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
   (a) Number and Street
   City
   State
   Zip
   County

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

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

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
05____ day of July_______, 2016____.

__________________________
Signature

__________________________
Signature

__________________________
Signature
# Application for Registration of Fictitious Name

54 Pa.C.S. § 311

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Zip Code</td>
<td></td>
</tr>
</tbody>
</table>

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

Fee: $70.00

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is:

   [Name]

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is:

   Sales

3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):

<table>
<thead>
<tr>
<th>Number and street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>County</th>
</tr>
</thead>
</table>

4. The name and address, including number and street, if any, of each individual interested in the business is:

<table>
<thead>
<tr>
<th>Name</th>
<th>Number and Street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

PENN File: February 17, 2017
5. Each entity, other than an individual, interested in such business is (are):

<table>
<thead>
<tr>
<th>Name</th>
<th>Limited Liability Company</th>
<th>PA Form of Organization</th>
<th>Organizing Jurisdiction</th>
</tr>
</thead>
</table>

Principal Office Address

PA Registered Office, if any

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. (Optional): The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration of Fictitious Name to be executed this

17th day of February, 2017.

Entity Name

Signature

Member

Title
Date of this notice: 02-16-2017

Employer Identification Number:

Form: SS-4

Number of this notice: 

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you 

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 1065

03/15/2017

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

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.
IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.  CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

DATE OF THIS NOTICE: 02-16-2017
EMPLOYER IDENTIFICATION NUMBER:
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

__________________________________________
Your Telephone Number  Best Time to Call
NOTICE OF REGISTRATION
Sales, Use & Hotel Occupancy Tax
Retail

ACCOUNT ID: 
REVENUE ID: 
FEIN: 
NOTICE NUMBER: 
MAIL DATE: 

TAXES SUBJECT:
Sales, Use & Hotel Occupancy Tax

Welcome to Pennsylvania's business community. The Account ID number herein has been assigned to your business for tax reporting purposes. Please reference this number on all correspondence with the Department of Revenue regarding this sales, use and hotel occupancy tax.

If no federal employer identification number (FEIN) is indicated above, please provide this number to the department as soon as it is available from the federal government by registering for e-TIDES at www.etides.state.pa.us and updating your account information. Alternatively, you may submit a Tax Account Information Change/Correction Form (REV-1705) to provide the FEIN to the department.

<table>
<thead>
<tr>
<th>Summary of New Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>If applicable, the department will notify you in writing when a change in filing/payment frequency is necessary. Due dates for accounts with a filing requirement are included on the reverse side of this notice.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tax Type</th>
<th>Account ID</th>
<th>Filing/Payment Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales, Use &amp; Hotel Occupancy Tax</td>
<td>[Redacted]</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

Account Information and Requirements
The Retailers' Information Guide (REV-717) is a resource published by the department every three years that contains descriptions of taxable services and lists of common items subject to sales, use and hotel occupancy tax. It is available on the department's website at www.revenue.pa.gov.

Returns are to be filed whether or not taxable transactions occur in a period. File and remit payments using one of the following electronic options:

- **e-TIDES** - File tax returns and remit payments to the department for employer withholding tax, sales, use and hotel occupancy tax, public transportation assistance fund taxes and fees and vehicle rental taxes online using e-TIDES, a free business tax filing system available to all registered account holders. Visit www.etides.state.pa.us to register for e-TIDES.

- **TeleFile** - TeleFile provides a fast and secure way to file tax returns and remit payments of employer withholding tax, sales, use and hotel occupancy tax, public transportation assistance fund taxes and fees and vehicle rental tax by calling, toll-free, 1-800-748-8299.

- **Third-Party Vendors** - Approved third-party vendors provide for secure transmission for filing and paying employer withholding tax and sales, use and hotel occupancy tax. Visit www.revenue.pa.gov to learn more about this paperless filing option.

The Department of Revenue appreciates your cooperation and wishes your business success in Pennsylvania. If you have any questions, visit the Online Customer Service Center at www.revenue.pa.gov or call the Taxpayer Service & Information Center at 717-787-1064.
Dear Employer:

THE OFFICE OF UNEMPLOYMENT COMPENSATION (UC) TAX SERVICES HAS RECEIVED INFORMATION INDICATING THAT YOU HAVE GIVEN "EMPLOYMENT" AND PAID "WAGES" WITHIN THE MEANING OF THE PENNSYLVANIA UC LAW. THEREFORE, YOU ARE SUBJECT TO THE REPORTING AND CONTRIBUTION PROVISIONS OF THE LAW.

Registration - Each employer must register with the department within 30 days after services are first performed for the employer. The required registration document is form PA-100, Pennsylvania Enterprise Registration Form. For more information, visit the department's website at www.uc.pa.gov.

Reporting - Each employer must file an Employer's Report of Unemployment Compensation Wages Paid for each calendar quarter. The quarterly wage report is due no later than the last day of the month immediately following the calendar quarter for which the wage report is filed. All employers are required to file quarterly wage reports electronically by accessing their self-service portal at www.uctax.pa.gov.

Report Penalty - Failure to file a quarterly wage report when due and in the manner prescribed by the department will result in a penalty equal to the greater of $125 or 15% of the contributions due for the quarter, up to a maximum of $450.

A PENALTY WILL NOT BE CHARGED FOR ANY PAST DUE REPORTS THAT ARE FILED WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE.

Contributions - Each employer must pay employer contributions, equal to a certain percentage of the wages paid by the employer. For some calendar years, in addition to paying employer contributions, each employer must deduct employee contributions from the wages paid to its employees and remit the amounts deducted to the department. (Employer contributions may not be deducted from the employees’ wages.) The contribution rate for employer contributions varies from employer to employer; the withholding rate for employee contributions is the same for all employers. The department notifies each employer of its employer contribution rate for the calendar year and, if applicable, the employee contribution rate. Contributions are paid quarterly, and are due at the same time that quarterly wage reports are due.

Reimbursement Payments - Non-profit and governmental employers may elect to make payments in lieu of employer contributions. If such an election is made, the employer must reimburse the department for UC benefits paid to its employees. A reimbursable employer must deduct and remit employee contributions, when applicable.

Interest - Interest is charged on unpaid contributions for each month, or fraction of a month, from the date the contributions become due through the date they are paid, in accordance with Section 308 of the Law.

Remittance - Payments are required to be remitted electronically if the total liability for a payment period is, or at any point was, $5,000 or more. Failure to make payment electronically will result in a penalty equal to the greater of $25 or 10% of the remittance amount, up to a maximum of $500.

Dishonored Remittances - A penalty is charged for a remittance that is not honored by the financial institution on which it is drawn. The penalty is the greater of $25 or 10% of the amount of the remittance, up to a maximum of $1,000. A separate penalty is charged for each occurrence.

Employment Records - Each employer must keep employment records as prescribed by the department, and such records must be open to inspection by the department. The provisions of 34 Pa. Code §63.64, "Records to be kept by employer," are found on Page 2.
YOUR EMPLOYER CONTRIBUTION RATE EFFECTIVE 06/01/2017 IS 0.036785.

Multiply this rate by the amount of taxable wages paid to each PA employee to determine the amount of UC employer contributions you owe. The components of this rate are indicated in the chart below:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve Ratio Factor</td>
<td></td>
</tr>
<tr>
<td>Benefit Ratio Factor</td>
<td>+</td>
</tr>
<tr>
<td>State Adjustment Factor</td>
<td>+</td>
</tr>
<tr>
<td>Basic Rate</td>
<td>0.0350</td>
</tr>
<tr>
<td>Increase for UC Delinquency</td>
<td>+</td>
</tr>
<tr>
<td>Surcharge Adjustment</td>
<td>0.001785</td>
</tr>
<tr>
<td>Additional Contributions</td>
<td>+</td>
</tr>
<tr>
<td>Interest Tax Factor</td>
<td>+</td>
</tr>
<tr>
<td>Total Contribution Rate</td>
<td>0.036785</td>
</tr>
</tbody>
</table>

For an explanation of the components of your employer contribution rate and your UC employer experience visit the website shown below.

You are newly liable non-construction employer. Your rate is assigned in accordance with Section 301(a)(4) of the PA UC Law.

THE EMPLOYEE CONTRIBUTION RATE FOR 2017 IS 0.000700.

Withhold employee contributions at this rate from the gross wages paid to each PA employee in calendar year 2017. Employee contributions are not credited to your reserve account.

YOUR EMPLOYER EXPERIENCE RECORD

The following information is derived from your record as an employer under the PA UC Law. (If you acquired some or all of a predecessor employer’s experience, that experience is included in your record and is reflected below.) If you have a Group Number, this information was used to calculate the Reserve Ratio Factor and Benefit Ratio Factor in your employer contribution rate.

<table>
<thead>
<tr>
<th>12-MONTH PERIODS (FISCAL YEARS)</th>
<th>TAXABLE WAGES *</th>
<th>BENEFIT CHARGES</th>
<th>CONTRIBUTION PAYMENTS *</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 (7-1-13 - 6-30-14)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2015 (7-1-14 - 6-30-15)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2016 (7-1-15 - 6-30-16)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

AVERAGE ANNUAL TAXABLE WAGES *

AVERAGE ANNUAL BENEFITS

RESERVE ACCOUNT BALANCE *

6-30-2016

EMPLOYER PERCENTAGE

GROUP NUMBER

* See back of form for explanations

Department of Labor & Industry | Office of UC Tax Services | 651 Boas Street | Harrisburg, PA 17121-0750 | www.uc.pa.gov

Auxiliary aids and services are available upon request to individuals with disabilities.

Equal Opportunity Employer/Program
## Instructions:

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

## Business Information

| Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other official documents | [Redacted] |
| Trade names and DBA (doing business as) names | [Redacted] |

## Contact Information

| Principal Business Address | [Redacted] |
| City | [Redacted] |
| State | [Redacted] |
| Zip Code | [Redacted] |
| Phone | [Redacted] |
| Fax | [Redacted] |
| Email | [Redacted] |
**COMMERCIAL LEASE**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

### PARTIES

<table>
<thead>
<tr>
<th>TENANT(S):</th>
<th>LANDLORD(S):</th>
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</thead>
<tbody>
<tr>
<td>Authorized Signer</td>
<td>Authorized Signer</td>
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<table>
<thead>
<tr>
<th>TENANT’S PRINCIPAL PLACE OF BUSINESS:</th>
<th>LANDLORD’S PRINCIPAL PLACE OF BUSINESS:</th>
</tr>
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</table>

<table>
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<tr>
<th>TENANT’S EMAIL ADDRESS:</th>
<th>LANDLORD’S EMAIL ADDRESS:</th>
</tr>
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</table>

### PREMISES

A portion of the real property known as Suite Number(s) ___ square feet and located at Unit(s) __, consisting of approximately __ floor(s), consisting of approximately ___ square feet, in the municipality of __, in the Commonwealth of Pennsylvania, with improvements consisting of County of ___ ZIP ___.

### TENANT’S RELATIONSHIP WITH PA LICENSED BROKER

- [ ] No Business Relationship (Tenant is not represented by a broker)

<table>
<thead>
<tr>
<th>Broker (Company)</th>
<th>Licensee(s) (Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address</td>
<td>Direct Phone(s)</td>
</tr>
<tr>
<td>Company Phone</td>
<td>Cell Phone(s)</td>
</tr>
<tr>
<td>Company Fax</td>
<td>Fax</td>
</tr>
</tbody>
</table>

Broker is (check only one):
- [X] Tenant Agent (Broker represents Tenant only)
- [ ] Dual Agent (See Dual and/or Designated Agent box below)

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

### LANDLORD’S RELATIONSHIP WITH PA LICENSED BROKER

- [ ] No Business Relationship (Landlord is not represented by a broker)

<table>
<thead>
<tr>
<th>Broker (Company)</th>
<th>Licensee(s) (Name)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Cell Phone(s)</td>
</tr>
<tr>
<td>Company Fax</td>
<td>Fax</td>
</tr>
</tbody>
</table>

Broker is (check only one):
- [X] Landlord Agent (Broker represents Landlord only)
- [ ] Dual Agent (See Dual and/or Designated Agent box below)

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

### DUAL AND/OR DESIGNATED AGENCY

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

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

For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, and Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part of this Lease, dated March 1, 2017.

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

☐ Substantial Completion:
☐ Occupancy Date:
☐ Signing Date:
☐ Rent Commencement Date:
☐ Other:

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

(B) The Term of this Lease shall begin on the Commencement Date and expire on TBD 5 years from commencement date, ("Expiration Date"). This date in subsequent years shall operate as the renewal date, if any.

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

4. RENEWAL TERM

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

(B) ☐ Option 1 - Automatic Termination

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

(C) ☐ Option 2 - Automatic Renewal

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

2. It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party at least 30 days prior to the expiration of the Term or any subsequent Renewal Term.

Tenants Initials: ____________________________ CL Page 2 of 13 Landlords Initials: ____________________________
(D) Option 3 - Tenant’s Option to Renew

Landlord and Tenant agree that Tenant has the right to exercise the [five year] option(s) (if not specified) to extend the Lease, provided

Tenant is not in continuing, material default or breach at the time the option is exercised. Each option shall be for a term identical to the Term identified in Paragraph 3 (“Renewal Term”). Tenant shall provide Landlord no less than 60 days (60 if not specified) written notice of Tenant’s intention to exercise its option to renew the Lease.

(E) If notice of termination is given later than required, Rent is due for the entirety of the Renewal Term.

(F) Any renewal will be according to the terms of this Lease unless otherwise modified in a writing signed by Landlord and Tenant.

(G) At the Expiration Date or sooner termination of this Lease, Tenant shall peaceably surrender to Landlord possession of the Premises in the same condition as it is hereby required to be kept by Tenant, excepting reasonable wear and tear and changes in condition due to fire or other casualty.

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

2. Landlord may, in Landlord’s sole discretion, conduct an inspection of the Premises. Landlord shall provide written notice to Tenant of the date of the inspection so that representatives of both Landlord and Tenant may attend. Following such inspection, Landlord shall provide Tenant with written notice within 30 days (10 if not specified) of such inspection setting forth those conditions for which Tenant is responsible to repair or restore under the Lease.

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

5. BASE RENT

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

(B) Base Rent shall be paid in ☑ monthly ☐ quarterly ☐ annual ☐ other: ___________________________ installments of $ ____________ on or before the __ day of each ☑ month ☐ quarter ☐ other: ___________________________ (“Due Date”).

(C) Base Rent shall be calculated as $ ____________ per month amounting to Base Rent of $ ____________ (U.S. Dollars) per year.

☐ If check box, Base Rent is subject to an incremental rent increase during the Term of this Lease. Each increase in Base Rent owed to Landlord will be no more than $ ____________ in each instance and, following proper notice to Tenant, will take effect on the anniversary of the Commencement Date set forth in this Lease unless otherwise stated here: ___________________________.

(D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within 10 days (5 if not specified) of the Due Date shall be subject to a late charge of __% of the installment due or $ ____________ ("Late Charge").

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

(F) Landlord will accept the following methods of payment: ☑ Cash ☑ Money Order ☑ Personal Check ☐ Credit Cards (additional fees may apply) ☑ Cashier’s Check ☐ Other: ___________________________. Landlord, at Landlord’s sole discretion, reserves the right to charge or modify the acceptable methods of payment if any method fails (a check is returned or not honored, credit card is declined, etc.), by providing Tenant with notice not less than ten (10) days before the next Base Rent installment is due.

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

6. SECURITY DEPOSIT

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

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

(C) The Security Deposit, if not so applied by Landlord, shall be returned to Tenant within 30 days (60 if not specified) after this Lease terminates, provided that Tenant has vacated the Premises and delivered the same to Landlord as herein provided.

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

☐ Common Area Maintenance (CAM)  
☐ Improvements  
☐ Real Property Taxes  
☐ Operating Expenses

(B) Tenant’s pro rata share of CAM expenses are __________ % (100 if not specified) of the total cost. Upon demand for payment, Landlord is required to submit to Tenant an accounting statement which documents the actual cost of the CAM expenses. Tenant is hereby notified that CAM expenses may fluctuate and are subject to modification based upon actual charges.

(C) Unless otherwise indicated, Tenant agrees to pay all Operating Expenses, including but not limited to outdoor maintenance, utilities, service contracts, insurance, structural maintenance and repairs, and government assessments. Those Operating Expenses included in CAM will be paid by Tenant according to Paragraph 7(B), above.

☐ Operating Expense Addendum to Commercial Lease (PAR Form OXA) is attached and made part of this Lease.

8. PAYMENT SCHEDULE

(A) First month’s Base Rent: $_________  
(B) Security Deposit: $_________  
(C) Additional Rent: $_________  
(D) Other: $_________

TOTALS: $_________

9. SIGNS

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

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

10. LANDLORD'S REPRESENTATIONS

Landlord warrants and represents that:

(A) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, Landlord has the full power and authority to execute and deliver this Lease, and to perform its obligations under this Lease.

(B) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, none of the terms, conditions or obligations of this Lease shall be precluded by or cause a breach of any other agreement, mortgage, contract or other instrument or document to which Landlord is a party.

(C) Upon paying Rent and performing its obligations as required under this Lease, Tenant shall be permitted to peaceably and quietly have, hold and enjoy the Premises.

(D) As of the Occupancy/Commencement Date, all exterior portions of the Premises, including any paved areas, parking areas and sidewalks, shall be in satisfactory condition and repair, and usable for the purposes intended.

11. ACCEPTANCE; POSSESSION

(A) By taking possession of the Premises, Tenant affirms and represents that the Premises is in good and tenable condition, meets Tenant’s needs for the use set forth in Paragraph 13, and that all work that was to be performed by Landlord pursuant to the terms of this Lease, if any, has been substantially completed. By taking possession, Tenant is accepting the Premises in “as is” condition.

(B) If Landlord is unable to give Tenant possession of the Premises on the Occupancy Date by reason of the holding over of a previous occupant or due to any cause beyond Landlord’s control, Landlord shall not be liable in damages to Tenant. During the period that Landlord is unable to give possession, all rights and remedies of both parties, including Tenant’s obligation to pay Rent, shall be suspended.

(C) If Tenant cannot take possession within __ days (60 if not specified) of the Occupancy Date, Tenant’s exclusive rights are to:

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

12. GOVERNMENTAL REGULATIONS

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

Tenant Initials: ___________________________  
Cl. Page 4 of 13  
Landlord Initials: ___________________________  
Herbal Life LLC

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13. TENANT'S USE AND COVENANTS

(A) Tenant shall use the Premises only for

and in accordance with the use permitted under all applicable Federal, State and municipal laws, ordinances and regulations. In the event Tenant should elect to change the use of the Premises from what is identified herein, Tenant shall be permitted to do so, subject to Landlord’s prior written consent;

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

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

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

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

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

14. ASSIGNMENT AND SUBLETTING

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

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

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

15. TENANT'S ALTERATIONS AND REPAIRS

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

  1. Each repair costs no more than $1,000.00

  2. They do not impact the structural integrity, integrity, operation or value of the building, AND

  3. Tenant shall take all steps required or permitted by law to avoid the imposition of any mechanics’ lien upon the property, improvements, or land.

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

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

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

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

16. MECHANICS’ LIENS

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

(B) If Tenant has not paid or desires to contest any claim of lien, Tenant agrees to indemnify and hold Landlord harmless from, and defend Landlord against any liability, loss, damage, costs and all related expenses (including reasonable attorneys’ fees and costs) arising out of Tenant’s non-payment or contest of such liens. Tenant shall also execute such indemnity agreements as would be

Tenants Initials: ____________________________

CL Page 5 of 13

Landlord Initials: ____________________________

Herbal Life LLC

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necessary to induce a title company to insure over any such lien. Tenant shall not be obligated to update Landlord’s title insurance policy at the time of the contest.

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

17. LANDLORD’S RIGHT TO ACCESS

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

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

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

(C) When possible, Landlord will give Tenant 48 hours (24 if not specified) notice of the date, time and reason for the visit. In emergencies, Landlord may enter the Premises without notice. If Tenant is not present, Landlord will notify Tenant who was there and for what purpose within 48 hours (24 if not specified) of the visit.

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

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

18. INDEMNIFICATION

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

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

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

19. INSURANCE

(A) Tenant, at Tenant’s expense, shall obtain comprehensive general liability insurance coverage against any and all claims for injuries to persons or property occurring on the Premises by reason of Tenant’s use, occupancy or operation in and on the Premises. No later than the Signing Date, Tenant will provide Landlord with written documentation of said insurance coverage showing that the Premises will be insured as of the Commencement Date set forth in Paragraph 3(A). Tenant shall maintain insurance coverage throughout the term of this Lease, and any Renewal Term(s).

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

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

(D) Landlord will notify Tenant of any recommendations made by Landlord’s insurance carrier, as well as any codes or standards rec-
ommended by the National Fire Protection Association (“NFPA”) which, in Landlord’s sole but reasonable opinion, are relevant

to the terms of the lease, and Tenant shall comply with any and all such reasonable recommendations. Landlord acknowledges that

no NFPA codes or standards are currently recommended and Landlord is not aware of any imminent recommendations, unless set
forth here:

(E) Tenant will comply with all reasonable recommendations made by Landlord’s insurance carrier. Tenant’s insurance carrier, or with

NFPA codes or standards that have been reasonably recommended. Tenant will not do, nor permit anything to be done, or neglect
to do anything, or prevent anything to be brought onto the Premises that will (i) cause an increase in the premiums that may be
charged during the Term of this Lease on any fire or extended coverage insurance carried on the structure, or (ii) cause any increase in

the premiums that may be charged during the Term of this Lease on any fire and/or extended coverage insurance carried on the

structure and exterior of the property. If, by any reason of any act or omission of Tenant, the fire and extended coverage insurance

premiums are increased, Tenant shall pay, as Additional Rent hereunder, the amount by which the premiums are increased. Landlord

will notify Tenant of any NFPA codes or standards that are recommended, and of any notices it received concerning

changes in rates.

20. DESTRUCTION OR DAMAGE

(A) If, during the Term of this Lease or any extension thereto, the Premises is damaged by fire or any other casualty, including, without

limitation, natural disaster, and not occurring through the intentional or negligent acts or omissions of Tenant or those claiming

under Tenant, or their employees respectively, Tenant shall promptly notify Landlord and Landlord shall repair the damaged por-
tions of the Premises, including any improvements or alterations made by Landlord (but not any of Tenant’s property therein or,

improvements or alterations made by Tenant). If, however, in Landlord’s reasonable judgment, the damage would require more

than ___ ___ ___ ___(120) days (if not specified) of work to repair, or if the insurance proceeds (excluding rent insurance) that Landlord

anticipates receiving must be applied to repay any mortgages encumbering the improvements, or are otherwise inadequate to pay

the costs of such repair, Landlord shall have the right to terminate this Lease by so notifying Tenant. Such notice shall specify a

termination date not less than ___ days (30 if not specified) after its receipt by Tenant.

(B) If the damage to the Premises is only partial and such that the Premises can be restored to its former condition within a reasonable

time, Landlord may enter and repair, and this Lease shall not be affected, except that Base Rent shall be apportioned and suspended

while such repairs are being made. If the Premises is so slightly damaged by fire or other casualty as mentioned above so as not

to render the Premises unfit for occupancy, Landlord agrees the same shall be promptly repaired.

(C) Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance from the necessity

of repairing any portion of the Premises, or improvements thereon. The interruption and the use of the Premises, or the termination

of this Lease by reason of the destruction of the Premises.

21. FORCE MAJEURE

If either Party should be delayed or hindered, or prevented from performing any of the acts required in this Lease by reason of war,

fire or other casualty, acts of terrorism, natural or environmental disasters, strike, walk-out, labor trouble, shortage of materials or

equipment, or the inability to procure the same, failure of power, restrictive government laws or regulations, riot, insurrection, decla-

ration of martial law, or other causes beyond the reasonable control of the party delayed, the performance of such act shall be excused

for the period of such delay. This Paragraph shall not excuse Tenant, after the Commencement Date, from a timely payment of

Rent or any other amounts required under this Lease.

22. CONDEMNATION/EMINENT DOMAIN

(A) In an instance of total condemnation, where all of the property is taken through an exercise of the power of eminent domain, this

Lease shall terminate on the date when possession of the property was acquired by the condemning authority. The right to terminate

this Lease under this Paragraph may be exercised by either party so notifying the other party in writing not later than ___ days

(30 if not specified) prior to such date.

(B) In an instance of partial condemnation, Landlord shall have the right to terminate this Lease on the date when the condemned por-
tion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability

under this Lease or to the other where only part of the Premises is taken and:

1. The condemnation award is insufficient to restore the remaining portion of the Premises, or if such award must be applied to

repair any mortgages encumbering improvements on the property, OR

2. In addition to a portion of the Premises, a portion of the improvements or land is taken and Landlord deems it commercially

unreasonable to continue leasing all or a portion of the remaining space and the improvements.

(C) In an instance of partial condemnation. Tenant shall have the right to terminate this Lease on the date when the condemned portion

of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability

under this Lease or to the other where a substantial portion of the Premises is so taken and it is commercially impossible for Tenant

to continue its business within the Premises.

Tenant Initials: ____________  CL Page 7 of 13

Landlord Initials: ____________  Herbal life llc.

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(D) If this Lease is not terminated after a partial condensation, then after the date when the condensed portion of the Premises is delivered to the condemning authority, the Rent shall be reduced in the proportion that the condemned area bears to the entire area of the Premises.

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

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

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

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

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

24. DEFAULT

(A) Any of the following events shall constitute a default under this Lease by Tenant:

1. Failure by Tenant to pay, when due, any Rent or any other sum payable by Tenant under this Lease within _______ days (10 if not specified) after written notice by Landlord to Tenant that such sum is past due.

2. Tenant vacates the Premises before the proper termination of this Lease, including any Renewal Term.

3. Tenant fails to observe or perform any of Tenant's other obligations as set forth in this Lease.

4. Tenant commits an act of bankruptcy or files a petition, or commences any proceedings under any bankruptcy or insolvency law.

5. A petition is filed or a proceeding is commenced against Tenant under any bankruptcy or insolvency law, and is not dismissed within sixty (60) days.

6. Tenant is adjudicated bankrupt.

7. A receiver or other official is appointed for Tenant, or for a substantial part of Tenant's assets, or for Tenant's interest in this Lease.

8. Any attachment or execution is filed or levied against a substantial part of Tenant's assets or Tenant's interest in this Lease, or any of Tenant's property on the Premises that is not insured.

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

25. NOTICE OF DEFAULT

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

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

Tenant Initials: ____________________________

Landlord Initials: ____________________________

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(C) In the event the default is a failure to pay Rent or other monetary obligations contained in this Lease, Landlord shall provide written notice within _________ business days (5 if not specified) of a right to cure, and Tenant’s right to cure shall exist no more than _________ times (2 if not specified) in any _________ month (12 if not specified) period, and such payment shall include the Late Charge(s).

26. WAIVER OF NOTICE

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

27. RIGHT TO CURE

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

28. ALTERNATIVE DISPUTE RESOLUTION

(A) Landlord and Tenant agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims and other problems that arise or are related to this Lease through mediation and, if not successfully resolved, then through binding arbitration in accordance with the principles of the Uniform Arbitration Act, 42 Pa.C.S.A. §7331, et seq., and other related laws of the Commonwealth of Pennsylvania. The parties make the foregoing commitment with full knowledge that by agreeing to submit disputes to binding arbitration, the parties are agreeing not to resort to the courts or the judicial system, and are waiving their rights to do so.

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

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

29. LANDLORD’S REMEDIES

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

(B) AFFIDAVIT — REQUIRED IN ANY ACTION IN EJECTMENT, LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT, GETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT OF WHICH FACTS SUCH AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE, AND IF A TRUE COPY OF THIS LEASE IS FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL, AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

(C) Tenant releases Landlord and to any and all who appear for Landlord, from all procedural errors in said proceedings. Except as set forth above, Tenant expressly waives the benefits of laws, now or hereinafter enforced, exempting any goods on the Premises, or elsewhere from distraint, levy, or sale in any legal proceeding taken by Landlord to enforce any rights under this Lease.

Tenant Initials: ___________________________  CL Page 9 of 13  Landlord Initials: ___________________________  
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(D) No act or forbearance by Landlord shall be deemed a waiver or election of any right or remedy by Landlord with respect to Tenant's obligations hereunder, unless and to the extent that Landlord shall execute and deliver to Tenant a written instrument to such effect, and any such written waiver by Landlord shall not constitute a waiver or relinquishment for the future of any obligation of Tenant. Landlord's acceptance of any payment from Tenant (regardless of any endorsement on any check or writing accompanying such payment) may be applied by Landlord to Tenant's obligations then due hereunder in any priority as Landlord may elect, and such acceptance shall not operate as an accord and satisfaction, or constitute a waiver of any right or remedy of Landlord with respect to Tenant's obligations hereunder. All remedies provided to Landlord herein shall be cumulative.

30. PAYMENT OF TENANT'S OBLIGATIONS BY LANDLORD

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

31. ABANDONMENT

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

(B) Goods and effects not removed by Tenant after termination of this Lease, or within 240 hours (72 if not specified) after a termination by reason of Tenant's default, shall be considered abandoned.

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

32. HOLDING OVER

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

(B) If such holding over exists without Landlord's prior written consent, Tenant shall pay Landlord, as partial compensation for such unlawful retention, an amount calculated on a per diem basis for each day of such continued unlawful retention equal to $100.00. If not specified of the Rent for the time Tenant remains in possession. Such payments for unlawful retention shall not limit any rights or remedies of Landlord resulting by reason of the wrongful holding over by Tenant, nor shall such unlawful retention create any right of Tenant to continue in possession of the Premises. All other terms and provisions of this Lease then in effect shall remain in effect.

33. PRESERVATION OF LANDLORD'S ENFORCEMENT RIGHTS

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

34. RECORDING

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

35. TENANT'S JOINT AND SEVERAL LIABILITY

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

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

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

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

(C) Landlord shall have no personal liability to any successor in interest with respect to any of the provisions of this Lease or any obli-
gation arising from this Lease, Tenant shall look solely to the equity of the then-owner of the property for satisfaction of remedies
by Landlord in the event of a breach by Tenant of any of its covenants, agreements or obligations hereunder.

(D) In no event shall Landlord be liable to Tenant for consequential or punitive damages for any reason whatsoever.

37. TIME OF THE ESSENCE

All times and dates identified for the performance of any obligations of this Lease are of the essence and are binding.

38. CHOICE OF LAW

This Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

39. ATTORNEYS’ FEES

If either party institutes legal proceedings against the other to enforce any provision of this Lease, or otherwise with respect to any dispute arising out of this Lease, in any legal proceeding that is final and unappealable, the losing party shall, within thirty (30) days after receipt of a detailed statement, reimburse the prevailing party for their reasonable attorneys’ fees and legal costs incurred.

40. CONSTRUCTION

(A) In construing this Lease, the terms “Lease,” “agreement” and “Agreement” shall be synonymous; the term “Lease” shall also include all exhibits, addenda and riders hereto. The singular shall be deemed to include the plural, and the plural the singular. All references to any specific party shall be gender neutral, and shall include their respective personal representatives, successors and permitted assigns.

(B) Where the provisions of this Lease refer to the duties and/or responsibilities of Tenant, the term “Tenant” shall be construed, wherever reasonable, to include Tenant’s agents, employees, officers and assigns.

41. HEADINGS

The section and paragraph headings in this Lease are for convenience only and are not intended to indicate all of the matter in the sections that follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

42. SUCCESSORS AND ASSIGNS

Subject to the restrictions on transfer, assignment and subletting, the terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties, their heirs, personal representatives, successors and/or permitted assigns. When more than one party shall be Tenant under this Lease, or “Tenant” wherever used in this Lease shall be deemed to include all Tenants, jointly and severally.

43. BROKERS

It is expressly understood and agreed between the parties hereto that the herein named Broker(s), their licenses, employees and any officer or partner are acting only as agent for the party that hired them, and no other, and will in no case whatsoever be held liable, either jointly or severally, to either party for the performance of any term, covenant or condition of this Lease, or for any damages that arise from the breach, default or non-performance thereof.

44. LEASE INTERPRETATION; PRIOR REPRESENTATION

(A) The parties acknowledge that each has been represented by legal counsel in negotiating this Lease, or has had the opportunity to be so represented, and that each intends that the provisions of this Lease not be interpreted or construed against either party due to the fact that such party may have been responsible for the drafting of this Lease. The parties acknowledge that in the course of negotiating this Lease, their representatives gradually reached agreement on the terms set forth in this Lease.

(B) The parties acknowledge that none of the prior oral and written agreements between them, and none of the representations on which either of them has relied relating to the subject matter of this Lease, shall have any force or effect whatsoever, except as to the extent that such agreements and representations have been incorporated into this Lease.

45. SEVERABILITY

If any term or provision of this Lease or the application of any term or provision of this Lease to any person or circumstance is finally judged to be invalid or unenforceable, the remainder of this Lease shall not be affected (including any attempted application of the invalid or unenforceable term or provision to the other person or circumstance). Landlord and Tenant hereby acknowledge and agree that they would have agreed upon each term and provision contained in this Lease irrespective of the fact that one or more term or provision was contrary to the law, or during the Term or Renewal Term or extension thereof are found to be contrary to the law.

46. RIGHTS CUMULATIVE

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other such right, remedy or benefit allowed at law or in equity.

47. EXECUTION AND COUNTERPARTS

This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one-in-the-same Lease of the parties. To facilitate execution of this Lease, the parties may initially execute and exchange by telephone, facsimile or email counterparts of the signature pages to be promptly supplemented by exchange of hardcopies.

48. ENTIRE AGREEMENT

This Lease and any attached exhibits and addenda constitute the entire agreement between Landlord and Tenant with respect to Landlord’s Premises, and there are no promises, agreements, conditions or understandings, whether oral, written or digital, between them other than as are herein set forth. Neither this Lease nor any of its provisions may be altered, amended, changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties.

49. AUTHORITY

(A) The person(s) executing this Lease on behalf of Landlord do/does hereby represent and warrant that Landlord is a duly authorized
596 and validly existing _________ (nature of entity) under the laws of _________ (state), that
Landlord is authorized to do business in the Commonwealth of Pennsylvania, that Landlord has full rights, power and authority to
enter into this Lease, and that each person signing on behalf of Landlord is authorized to do so.
599 (B) The person(s) executing this Lease on behalf of Tenant do/does hereby represent and warrant that Tenant is a duly authorized and
600 validly existing _________ (nature of entity) under the laws of _________ (state), that
Tenant is authorized to do business in the Commonwealth of Pennsylvania, that Tenant has full rights, power and authority to enter
into this Lease, and that each person signing on behalf of Tenant is authorized to do so.
603
50. NOTICES
604 (A) Notices shall be in writing and shall be deemed properly served three (3) business days after depositing in the United States postal
605 service, as registered or certified mail, return receipt requested, postage prepaid, or upon receipt when sent by overnight express
carrier with a request that the addressee sign a receipt evidencing delivery, and addressed as follows, or to any other address furn-
ished in writing by any of the foregoing:

TO TENANT:

TO LANDLORD:

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

51. SPECIAL CLAUSES
617 (A) The following are part of this Lease if checked:
618 □ Change of Lease Terms Addendum (PAR Form CLT)
619 □ Floorplan of Premises
620 □ □

(B) Additional Terms:
623 Landlord and Tenant mutually agree to the following Terms and Conditions:
624 - Landlord will deliver space to the Tenant in an as-is condition, free of Landlord's belongings.
625 - Tenant will be responsible for all tenant improvements and enhancements to the space. All plans
626 for work require ownership approval before work is commenced.
627 - Tenant fit-out must be started immediately following award of state issued license and be
628 completed within 120 days of state license issued.
629 - Tenant will be responsible at tenant's expense for securing all required permits and approvals
630 from the township in order to operate within the space.
631 - The Lease is contingent upon tenant receiving a state-issued license to operate a dispensary. If
632 the tenant fails to secure a state-issued license, the tenant will terminate the lease at that
time and all security deposits will be returned.
633 - Tenant shall transfer and pay for all utilities at the time State-issued license is received.
634 - The issuance of the license will trigger lease payments to begin. The term of the lease will
635 be extended to accommodate the issuance of the license, regarding calculation of year 1 rent.
636 Initial Lease Term: 5 Years as follows

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<tr>
<td>Year 2</td>
<td>$ 3,960.00</td>
<td>$ 47,520.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>$ 4,180.00</td>
<td>$ 50,160.00</td>
</tr>
<tr>
<td>Year 4</td>
<td>$ 4,400.00</td>
<td>$ 52,800.00</td>
</tr>
<tr>
<td>Year 5</td>
<td>$ 4,400.00</td>
<td>$ 52,800.00</td>
</tr>
</tbody>
</table>

Option: 5 Years

<table>
<thead>
<tr>
<th></th>
<th>Monthly</th>
<th>Yearly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 6-7</td>
<td>$ 4,078.60</td>
<td>$ 48,945.60</td>
</tr>
<tr>
<td>Year 8-10</td>
<td>$ 4,201.16</td>
<td>$ 50,413.92</td>
</tr>
</tbody>
</table>


Tenant Initial:__________________________  CL. Page 12 of 13  Landlord Initial:__________________________

Produced with ezForm v8.14 by ixlinc 18075 Fifteen Mile Road, Fraser, Michigan 48026 www.izlinc.com

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

<table>
<thead>
<tr>
<th>TENANT/AUTHORIZED SIGNER</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbal Life LLC (KAREEM TEMIYO)</td>
<td>2/21/2017</td>
</tr>
<tr>
<td>TENANT/AUTHORIZED SIGNER</td>
<td>DATE</td>
</tr>
<tr>
<td>Micheal Tosco</td>
<td>2/20/2017</td>
</tr>
<tr>
<td>TENANT/AUTHORIZED SIGNER</td>
<td>DATE</td>
</tr>
<tr>
<td>Johny Tosco</td>
<td>2/20/2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CO-SIGNER</th>
<th>DATE</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>LANDLORD/AUTHORIZED SIGNER</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

LANDLORD TRANSfers LEASE TO A NEW LANDLORD

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

<table>
<thead>
<tr>
<th>CURRENT LANDLORD</th>
<th>DATE</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CURRENT LANDLORD</th>
<th>DATE</th>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>NEW LANDLORD</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NEW LANDLORD</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

| Title | |
|-------||
Instructions:

- Each principal or operator of the applicant must complete the Affidavit of Business History
- Execute the affidavit and save as a PDF file called "Attachment F," using the appropriate
Affidavit of Business History

State of Pennsylvania

County of Montgomery

) ss;

The undersigned, __________________________, 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></td>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

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

[Signature]

[Title]

3-1-17

Date

Sworn to and subscribed before me this 1 day of March, 2017

[Notary Public]

Commonwealth of Pennsylvania

Notarial Seal

My Commission Expires: Aug 3, 2018

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

Instructions:

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

State of Pennsylvania
County of Montgomery

The undersigned, ______________, 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.

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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 of Affiant and Title 3/2/17

Date

Sworn to and subscribed before me this 2nd day of Mar, 2017.

Notary Public

MY COMMISSION EXPIRES: Mar 15, 2020

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

State of Pennsylvania

County of Montgomery

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

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Name(s): 

Offense(s): 

[Redacted] 

Signature of Affiant and Title 

2-27-17 

Date 

Sworn to and subscribed before me this 27 day of Feb., 2017.

Notary Public 

COMMONWEALTH OF PENNSYLVANIA 
NOTARIAL SEAL 

MY COMMISSION EXPIRES: Aug 3, 2018 

Pennsylvania 
DEPARTMENT OF HEALTH 

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

State of Pennsylvania ) ss;

County of Montgomery

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Name(s): __________________________
Offense(s): _________________________

[Redacted]

Signature of Affiant and Title 3/4/17
Date

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA

MY COMMISSION EXPIRES: Aug 3, 2018

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

State of Pennsylvania 
County of Montgomery

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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 of Affiant and Title]

3/2/2017

Date

Sworn to and subscribed before me this ___ 2nd day of ___McCr, 2017.

[Notary Public]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

My Commission Expires Mar 16, 2021

MY COMMISSION EXPIRES: McIr 16, 2021

A photocopy, facsimile or other electronic version of this document shall be accepted as an original 
signature.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

AFFIDAVIT OF CAPITAL SUFFICIENCY

State of Pennsylvania

I/WE

ADDRESS

PHONE

CITY         STATE         ZIP CODE        COUNTY

For the following applicant:

NAME OF BUSINESS

ADDRESS

PHONE

CITY         STATE         ZIP CODE        COUNTY

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

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

Signature of Affiant and Title

Sworn to and subscribed before me this 27 day of Feb, 2017.

Notary/Public

COMMONWEALTH OF PENNSYLVANIA

My Commission Expires: Aug 3, 2018

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Instructions:
- Provide a sample label for each medical marijuana product you expect to produce
- Complete this cover sheet. Scan this sheet and the sample labels and save it as a PDF file called "Attachment J," using the appropriate file name format

<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>Trade names and DBA (doing business as) names</td>
</tr>
<tr>
<td>Principal Business Address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>Phone</td>
</tr>
</tbody>
</table>
SAMPLE PRODUCT LABEL: LIQUID

The following images are label examples for child-resistant, tamper-proof/tamper-evident, light-resistant, opaque, and resealable packages that minimizes oxygen exposure.

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

NET WEIGHT:

Contains no more than 1% THC, in one dose, no more than 100mg THC in container.

INGREDIENTS:

Type of extraction method used including solvents, gases or other chemicals or processes used in the manufacture of the product. All ingredients of the item, including any analogs, artificial flavors, or other substances in the mixture, listed in descending order by predominance of weight shown with common or usual names.

ALLERGEN LABELING:

INSTRUCTIONS FOR USE:

For Medical Use Only

Keep Out of Reach of Children.

Net Weight:

SINGLE DOSE THC mg
SINGLE DOSE CBD mg

INSTRUCTIONS FOR STORAGE:

NAME, ADDRESS, PERMIT #
(grower/processor)

PRODUCTION BATCH STICKER
UNIQUE TO EACH LOT

An inventory tracking barcode for use by tracking software that will match the product with a producer batch and lot number to facilitate any warnings or recalls the Department or producer deems appropriate.
RELEASE AUTHORIZATION

TO: ____________________________________________

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

FROM: _________________________________________

Applicant's Name

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

I understand that a background investigation may be conducted by the Department pursuant to its statutory duty to investigate the character, honesty, integrity and suitability of 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 27 day of Feb., 2017.

[Signature]
Authorized Signatory

STATE OF PA
COUNTY OF Montgomery

On this 27 day of Feb., 2017, before me, a Notary Public, personally appeared ______________________________________________ (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: Aug 3, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
My Commission Expires Aug. 3, 2018

Notary Public

pennsylvania DEPARTMENT OF HEALTH
DISPENSARY TIMELINE
Six Month Timeline
Permit Awarded >> Final DOH inspection

1. DATE: June 2017  Beginning of 6 month Period

   is awarded a permit which will specify that the applicant is authorized to begin the process necessary to become operational.

2. DATE: June 2017

Develop a complete Operational Plan and Standard Operating Procedures to Include:
   • Employment policies and procedures.
   • Security policies and protocols including
   • A process for labeling, handling, tracking, transporting, storing, recalling of medical marijuana and a process for handling, tracking, transporting, storing and returning of medical marijuana waste in accordance with applicable laws, rules and regulations.
   • Workplace safety, including conducting necessary safety checks prior to the dispensing of medical marijuana.
   • Contamination protocols.
   • Maintenance, cleaning and sanitation of equipment in facility and site.
   • Maintenance and sanitation of the site and facility
   • Quality control and FIFO including the minimization of medical marijuana contamination.
   • Inventory maintenance and reporting procedures
   • The investigation of complaints from patients, caregivers or practitioners regarding the operation of the grower/processor and reporting those complaints to the grower/processor and the state.
   • A recall plan meeting the requirements of § 1151.42(d) (relating to complaints about or recall of medical marijuana).
   • A dispensary shall make the full and complete plan of operation available to the Department upon request and during an inspection of the site and facility.

   has engaged with certain premier consultants to assist with the development of our Operational Plan and Standard Operating Procedures. After intensive due diligence we have selected these consultants because they have been operating successfully in the industry since 2009 and have comprehensive operational documentation already developed. They have successfully assisted other clients in highly-regulated medical-marijuana state programs through the process of build-out and readiness for final inspection to commence operation. They have a deep understanding of what is required and of best practices in the industry as only an active operator can. They will advise and assist with the physical build out as well as
plan of operations to customize their existing documentation to Pennsylvania regulations and our facility.

- Medicine Man Technologies - Dispensary Consultant (Affiliate of........)
- Security Consultant
- Design Build Team- Architects, Engineers and contractors

3. DATE: July 2017

Hiring and training for Key employees and third-party professional service providers and contractors.

The following is a list of key employees to be hired during the initial six-month period prior to commencing operations:

- CFO
- COO
- Human Resources and Diversity Plan Manager
- Accountant
- Legal Counsel
- Management Staff - General Manager, Dispensary Manager, Security Manager
- Medical Director

4. DATE: September 2017

Commence phase one training program for key dispensary employees and management.

Our dispensary consultant, Medicine Man Technologies, has an established comprehensive training program for dispensary operations. This program entails students travelling to their facility and working directly in an operational medical marijuana dispensary.

5. DATE: September 2017

Develop the comprehensive Training-Plan for Dispensary Facility:

Consultants, Compliance and Human Resource directors shall:

- Create training manual
- Create Training curriculum
6. **DATE: October 2017**

Perform Building Construction and Tenant Improvements necessary to become operational.

**Company Construction Timeline For Building and Tenant Improvements**

- We have engaged with Architectural and Engineering Firms as follows:
- Add main steps for construction timeline

(See Detailed Construction Schedule Attached)

7. **DATE: October 2017**

Inspections scheduled and approved:

- OSHA
- FIRE
- WATER
- ENVIRONMENTAL HEALTH AND SAFETY
- SAFETY
- DEPARTMENT OF HEALTH (FOR DISPENSARY FACILITY)
- CERTIFICATE OF OCCUPANCY

8. **DATE: October 2017**

Source Purchase and Install Equipment

- Dispensary Equipment- See detailed equipment requirements in section...
- Security Equipment- See detailed equipment requirements in section....

As noted above we have engaged with Dispensary Operations and Security Consultants who have been actively operating in Colorado and other highly regulated states. They already have vetted and sourced the equipment required to become operational. To the extent practicable we will expand their vendor relationships to include Pennsylvania.

9. **DATE: November 2017**

Source, Purchase and Install Computer Systems and Specialized Software Programs.

Train key personnel in the operation of these systems.

- Accounting
- Inventory Tracking Seed to Sale
10. DATE: November 2017

Create complete database of suppliers:
- Medical Marijuana Products vendors
- Exit Packaging
- Labeling
- POS Equipment
- Safes

Our consultants for dispensary operations have been actively operating since 2009 and have supplier relationships already established. To the extent practical we will evaluate these vendors to identify Pennsylvania companies to source supplies. Our consultants will assist us to vet supply relationships.

11. DATE: December 2017

Prepare for and schedule final Department of Health inspection for Operational approval.
Collect and organize all required operation documentation will be complete and available for DOH inspection.

12. DATE: January 2018 End of 6 month Period

The Department shall complete their inspection and determine our Dispensary facility to be Operational.
Hiring Timeline Dispensary

- As we don’t know the exact timeline for final DOH approval, the following hiring events are based on the number of days we expect hiring for these positions to happen after permits are awarded and fall within the 180 day timeframe to become operational

1. **Dispensary General Manager:** - hired minimum of 90 days prior to filing for final approval
2. **Security Manager:** - hired minimum of 15 days prior to filing for final approval
3. **Staff Physician/Pharmacist:** - hired minimum of 30 days prior to product being available to sell
4. **Inventory Control Manager:** - hired minimum of 30 days prior to product being available to sell
5. **Compliance Manager:** - hired minimum of 30 days prior to product being available to sell
6. **Security Associate:** - hired minimum of 15 days prior to product being available to sell
7. **Retail Associate:** - hired minimum of 15 days prior to product being available to sell
8. **Receptionist:** - hired minimum of 15 days prior to product being available to sell
SECTION 9A. DISPENSARY EMPLOYEE DUTIES, RESPONSIBILITIES, AND ROLES

Please describe the duties responsibilities and roles of employees.

DISPENSARY STAFF:

1. **Chief Executive Officer**
   Duties, Responsibilities & Role
   - Develop high quality business strategies and plans ensuring their alignment with short-term and long-term objectives
   - Lead and motivate subordinates to advance employee engagement and develop a high performing managerial team
   - Oversee all operations and business activities to ensure they produce the desired results and are consistent with the overall strategy and mission
   - Make high-quality financial decisions to advance the business and increase profits
   - Enforce adherence to Pennsylvania medical marijuana regulations
   - Enforce adherence to legal guidelines and in-house policies to maintain the company’s legality and business ethics
   - Review financial and non-financial reports to devise solutions or improvements
   - Build trust relations with key partners and stakeholders and act as a point of contact for important shareholders
   - Analyze problematic situations and occurrences and provide solutions to ensure company survival and growth
   - Maintain a deep knowledge of the markets and industry of the company
2. Dispensary General Manager

Role:
- This position is responsible for the overall operations of the dispensary facility and staff and will report directly to the ownership group.

Supervision Received:
- Ownership, principals, financial backers

Supervision Exercised:
- Registered Pharmacist / Physician / Registered Nurse / all other dispensary personnel

Responsibilities & Duties
- Manage day-to-day dispensary operations
- Ensure the dispensary does not dispense to a patient or caregiver:
  - A quantity of medical marijuana that is greater than the amount indicated on the patient’s certification
  - A form or dosage of medical marijuana that is listed as a restriction or limitation on the patient certification
  - A form of medical marijuana not permitted by the act
  - An amount of medical marijuana greater than a 30-day supply to a patient or caregiver until the patient has exhausted all but a 7-day supply provided pursuant to the patient certification currently on file with the Department
- Participates in formulating and administering company policies, directing and coordinating all divisional department activities to develop and implement long-range goals and objectives to meet business and profitability growth objectives
- Reviews analyses of activities, costs, operations and forecast data to determine department progress toward stated goals and objectives
- Confers with the Principals and ownership group to develop, review, update and implement business strategic planning, including sales, financial performance and new product opportunities
- Oversees dispensary operations to review production and operating reports and resolve operational and facility problems to ensure minimum costs and prevent operational delays and to meet future growth
- Oversees key projects, processes and performance reports, data and analysis
- Reviews operations and plans to meet requirements for sales planning and to ascertain manufacturing or outsourcing requirements to develop new markets
- Reviews and approves preparation of accounting analysis for budgetary planning and implementation, production efficiency, financial reporting, budgetary planning and submittal for capital expenditures
• Interact with Management teams to ensure compliance and adherence to state regulations
• Provide leadership and vision to the organization with the development of long range and annual plans, and with the evaluation and reporting of progress on plans to principals, ownership group and financial backers
• Be able to communicate effectively with the ownership group and subordinates
• Develop and maintain company policies and documentation
• Manage employee relations with support of Administrative personnel
• Establish goals and objectives and ensure their delivery in a timely manner
• Achieve financial sustainability through the consistent oversight of current business operations while investigating new business opportunities
• Manage performance and inspire the morale of the organization through effective goal setting, targets and/or key performance indicators as appropriate
• Manages loss prevention, diversion prevention and inventory oversight
• Ensure that all staff are following Company Standard Operating Procedures
• Work with the Compliance Department to maintain all local and state compliance within the facility
• Drives the workflow of both staff and the management teams to ensure production schedules are maintained
• Takes ownership of the facility and ensures compliance with occupational, health, and safety standards and local regulations
• Participate in continuing dispensary education and seminars to be at the forefront of industry best practice
• Comply with all HR policies including confidentiality and non-disclosure
• Serves as Recall Coordinator in the event of a voluntary or mandatory recall procedure
  ○ Assembles the Recall Committee and designates appointees to assess all information provided, evaluate if a recall is necessary, and activate a product recall
  ○ Manages the coordination of the recall decisions throughout the recall process as required for the recall until the recall is declared complete
  ○ Manages the return of all recalled medical marijuana product returned to the originating grower/processor facility
3. **Staff Pharmacist / Physician / Physician Assistant / Registered Nurse (Licensed Medical Professional)**

Role:
- The Staff Pharmacist / Physician / Registered Nurse is a senior manager in the dispensary and, in conjunction with the Dispensary General Manager, will set the tone and culture of the operation by ensuring that all staff and personnel adhere to the policies and procedures and mission of the operation and ensure compliance to state and local regulations. They will dispense or offer to dispense medical marijuana to patients and caregivers.

Supervision Received:
- Dispensary General Manager

Responsibilities & Duties
- Supervises all dispensary personnel that comprises of the Retail Associates, Inventory Control Manager, Compliance Coordinator, Security and Receptionist
- Successfully complete a 4-hour training course developed by the Department, which 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.
- Ensure the dispensary does not dispense to a patient or caregiver;
  - A quantity of medical marijuana that is greater than the amount indicated on the patient’s certification
  - A form or dosage of medical marijuana that is listed as a restriction or limitation on the patient certification
  - A form of medical marijuana not permitted by the act
  - An amount of medical marijuana greater than a 30-day supply to a patient or caretaker until the patient has exhausted all but a 7-day supply provided pursuant to the patient certification currently on file with the Department
- Verify the validity of a patient or caregiver identification card using the electronic tracking system
- Consult with the patient or caretaker regarding the appropriate form and dosage of medical marijuana to be provided if not previously set forth by the practitioner
- Update electronic tracking system by entering any recommendation as to the form or dosage of medical marijuana that is provided to the patient
- Prepare a receipt of the transaction and file the receipt information with the department utilizing the electronic tracking system
- Provide proof of transaction through a receipt to the patient upon completion of a transaction
- Responsible for patient confidentiality and ensure that all other personnel maintain HIPAA-like standards
- Stay current with latest scientific research of medical cannabis including the risks and benefits
- Provide sound consultation to patients on the treatment and benefits of medical cannabis based on their needs, symptoms and preferences
- Responsible for verification of required information on labels and safety inserts
- Comply with all HR policies including confidentiality and non-
- Perform in a manner consistent with the goals and values of the company
4. Assistant Manager

Role:
- Responsible for managing dispensary staff, schedules, inventory and patient relations.

Supervision Received:
- Registered Pharmacist / Physician / Registered Nurse / all other dispensary personnel
- General Manager

Responsibilities & Duties
- Oversees Retail Associates and security support and management.
- Serves as a role model and resource for dispensary staff concerning products and services, policies and procedures, industry news and changes in regulations.
- Responds to all agent questions, concerns or suggestions and takes action when necessary to resolve conflicts.
- Responsible for delegating tasks to agents in order to maintain a compliant and clean facility.
- Coordinates with the General Manager to ensure accurate information is communicated to dispensary staff.
- Customer Service.
- Provides superior customer service for vendors, patients and caregivers.
- Responds to all patient complaints, requests, concerns, suggestions and takes action when necessary to resolve conflicts.
- Oversee orders and deliveries to ensure accurate order information and timeliness of deliveries.
- Reports and Documentation.
- Maintain accurate records of all dispensary activities including patient records, sales and returns in accordance with the State of Pennsylvania.
- Maintain inventory control system and perform daily counts of all marijuana and marijuana products in the facility.
- Provide regular inventory and sales reports to the General Manager.
- Additional Duties as Required.
5. Retail Associate

Role:
- The Retail Associate is passionate about medical marijuana, and under the guidance of the pharmacist, physician or registered nurse, provides product knowledge to patients and explains the benefits of buying the product. The Retail Associate will provide customer service in a friendly, timely manner. They will possess product knowledge and understand the effects, side effects and treatments of cannabis in order to provide consultation service upon request.

Supervision Received:
- Pharmacist / Physician / RN

Responsibilities & Duties
- Manages individual responsibilities in accordance with the organization’s policies and applicable laws
- Execute selling standards to meet team and individual sales goals and metrics
- Ensure the dispensary does not dispense to a patient or caregiver;
  - A quantity of medical marijuana that is greater than the amount indicated on the patient’s certification
  - A form or dosage of medical marijuana that is listed as a restriction or limitation on the patient certification
  - A form of medical marijuana not permitted by the act
  - An amount of medical marijuana greater than a 30-day supply to a patient or caregiver until the patient has exhausted all but a 7-day supply provided pursuant to the patient certification currently on file with the Department
- Responsible for driving sales and customer experience by maintaining a tidy, safe, and well merchandised store environment
- Ensure the sales floor is properly stocked and the presence of the store is well maintained
- Model best-in-class service experience that consistently exceeds our customer’s expectations
- Inspire customer confidence and create loyalty to our brand
- Promote a work environment that is positive, customer-service oriented, and compliant with established policies and procedures
- Effective cash handling and till reconciliation
- Fast and friendly service
- Maintaining a clean dispensary work environment
- Willingness to assist in the training and development of new Retail Associates
- Greet customers in a friendly, helpful manner
- Check all IDs and follow all other state mandated protocols
- Learn and become proficient with POS Seed-to-Sale tracking software
- Replenish stock in a timely manner
- Must be reliable, responsible and ready for every shift
- Must have a “customers first” attitude
- Must have customer service and retail skills
- Familiar with and willing to learn ever changing laws and regulations pertaining to the industry
- Comply with all HR policies including confidentiality and non-disclosure
  Perform in a manner consistent with the goals and values of the company
6. Inventory Control Manager / Purchaser

Role:

- This position is responsible for the overall tracking of medical marijuana inventory in the dispensary, from inbound medical marijuana products to vaulted medical marijuana products. This position is primarily responsible for management of the seed to sale tracking software and hardware as required within the medical marijuana facility. This individual is also responsible for the purchasing of products and supplies for the dispensary.

Supervision Received:
- Reports to the Dispensary General Manager

Responsibilities & Duties:
- Manages individual responsibilities in accordance with the organization’s policies and applicable laws
- This position will be responsible for providing oversight of accurate details of on-hand inventory, inventory in transit, inventory forecasts and inventory projections
- The individual will be responsible for ensuring that the company complies with all state and local requirements of seed to sale tracking and inventory control
- Run inventory reports daily, weekly and monthly and provide detail analysis of item performance
- Oversee regular auditing of the physical medical marijuana inventory with assistance of Dispensary General Manager and subordinates
- Maintain effective communication to disseminate inventory reports for management
- Perform inventory adjustments as required
- Perform visual and electronic validation of received consumables to be reconciled with the invoice
- Manage Return-To-Vendor process and make adjustments to inventory as needed
- Input product description information in current inventory system
- Work with General Manager on the order of office supplies and consumables
- Comply with all HR policies including confidentiality and non-disclosure
- Perform in a manner consistent with the goals and values of the company
- In the event of a voluntary or mandatory recall, serves as part of the Internal Recall Team in the role of Recall Control Manager
7. Dispensary Compliance Coordinator

Role:
- This position is responsible for ensuring adherence and compliance with all state requirements for dispensing of medical marijuana products. This individual will be responsible for keeping abreast of all regulatory changes and updates to the state laws and regulations and educating the entire dispensary department of said changes.

Supervision Received:
- Reports to the Dispensary Inventory Control Manager and Dispensary General Manager

Duties and Responsibilities:
- Heads the dispensary's Compliance Department
- Manages individual responsibilities in accordance with the organization's policies and applicable laws.
- Maintain accurate records of all compliance checklists, production logs, visitor logs, employees, processes, vendors, shipping and receiving manifests etc.
- Consistently attend local and state regulatory meetings and stay abreast of changes in laws and regulations
- Educate all personnel including owners and management on regulatory changes and compliance
- Host and lead in discussions with local and state audit representatives during scheduled and unscheduled inspections to answer questions and provide support where needed
- Maintain and update compliance binder or software to keep current
- Ensure the operational licenses and permits are renewed and current
- Comply with all HR policies including confidentiality and non-disclosure
- Perform in a manner consistent with the goals and values of the company
- In the event of a voluntary or mandatory recall, serves as part of the Internal Recall Team in the role of Recall Communications Director
8. Dispensary Security Manager

Role:
- This position manages all aspects of the day to day security elements as well as supervises all team members, works in a proactive manner to prevent diversion or theft of any kind, and provides for the security compliance related elements of the facilities operations.

Supervision Received:
- Reports to the Dispensary General Manager

Duties and Responsibilities:
- Manages dispensary Security Associate(s) and has oversight of dispensary staff via security systems while maintaining individual responsibilities in accordance with the organization’s policies and applicable laws.
- Responsible for professional security protection, safeguarding, safety and security of assets, property, personnel, staff, patients and all visitors
- Responsible for implementing and maintenance of security system hardware and software, alarms, locks, and other security hardware
- Responsible for the monitoring of security surveillance systems both during and after hours
- Supervise Security Associate(s) to ensure proper security protocols are implemented and maintained
- Training and development of security staff
- Meeting the physical requirements for the job and the ability to work in the environment conditions listed below to perform common security functions and duties
- Performing securities patrols on foot
- Protect property from theft, embezzlement, sabotage, trespassing, fire and accidents
- The observation and reporting of any unlawful activity to local and state officials as required by law
- The prevention of theft or misappropriation of any goods, money or other items of value
- The protection of individuals or property, included but not limited to proprietary information from harm or misappropriation
- The control of access to premises being protected
- Neutralize situations calmly with tact and common sense
- Watch for safety and fire hazards and other related situations
- Enforcing policies and Security Standard Operating Procedures of the company
- Provide any needed assistance to customers, employees, visitors or the public
- Perform request by the staff and visitors within scope of security duties or within reason (i.e. escort staff or patients to vehicles)
- Responsible for any after-hours security issues as a first point of contact
- Ability to communicate in English effectively both verbally and written
- Obey the laws of the state
- Comply with all HR policies including confidentiality and non-disclosure
- Perform in a manner consistent with the goals and values of the company
- Ensure that all visitors including vendors and contractors present government issued ID, sign a visitor log and wear a visitor ID badge that is visible to others at all times while in a limited access area
- Make a photocopy of the government issued ID for all visitors which will be retained with the visitor ID log
- Escort all visitors while they are in limited access areas of the facility
- Ensure that the visitor does not touch any medical marijuana products while in the dispensary

9. Security Associate

Role:
- The Security Associate is responsible for professional security protection, safeguarding, safety and security of assets, property, personnel, patients and all visitors.

Supervision Received:
- Dispensary Security Manager Supervision

Responsibilities & Duties
- Manages individual responsibilities in accordance with the organization’s policies and applicable laws
- Meeting the physical requirements for the job and the ability to work in the environment conditions listed below to perform common security functions and duties
- Performing securities patrols on foot
- Protect property from theft, embezzlement, sabotage, trespassing, fire and accidents
- The observation and reporting of any unlawful activity to dispensary Security Manager and local and state law enforcement as required
- The prevention of theft or misappropriation of any goods, money or other items of value
- The protection of individuals or property, included but not limited to proprietary information from harm or misappropriation
- The control of access to premises being protected
- Investigate and take the appropriate lawful actions on accidents, incidents, trespassing, suspicious activity, safety and fire
- Neutralize situations calmly with tact and common sense
- Watch for safety and fire hazards and other related situations
- Enforcing policies and procedures of the company
- Provide any needed assistance to patients, employees, visitors or the public
- Perform request by the patients within scope of security duties or within reason
- Comply with all HR policies including confidentiality and non-disclosure
- Perform in a manner consistent with the goals and values of the company
- Ensure that all visitors including vendors and contractors present government issued ID, sign a visitor log and wear a visitor ID badge that is visible to others at all times while in a limited access area
- Make a photocopy of the government issued ID for all visitors which will be retained with the visitor ID log
- Escort all visitor while they are in limited access areas of the facility
- Ensure that the visitor does not touch any medical marijuana products while in the dispensary
10. Patient Services Coordinator / Receptionist

Role:
- The receptionist is the first person with whom the customers come into contact, and as a result makes the first impression for the company. It is very important that the receptionists greet each customer with a smile so that the patient feel welcome within the Dispensary. They will check all IDs and medical cards and enter the information into the system.

Supervision Received:
- Pharmacist / Physician / RN Supervision
- Manages individual responsibilities in accordance with the organization’s policies and applicable laws

Responsibilities & Duties
- Assist with cleaning duties and organize windows, doors and countertops.
- Restock magazines, educational materials and forms.
- Greet customer with smile and positive attitude
- Ask Medical Patients for State ID and Medical Card
- Enter data into the system
- Scan ID and Red Card and other forms into customer file
- Update file and check in customer
- Answer all dispensary phone calls
- Provide excellent customer service
- Knowledge of medical marijuana products
- Consult with others if questions out of scope of knowledge
- Comply with all HR policies including confidentiality and non-disclosure
- Perform in a manner consistent with the goals and values of the company
SECTION 9B. DISPENSARY EMPLOYEE QUALIFICATIONS

Please describe the employee qualifications of each employee:

DISPENSARY STAFF:

1. Chief Executive Officer

Qualifications:
Proven experience as CEO or in other managerial position. Experience in developing profitable strategies and implementing vision. Strong understanding of corporate finance and performance management principles. Familiarity with diverse business functions such as marketing, PR, finance etc. In-depth knowledge of corporate governance and general management best practices. An entrepreneurial mindset with outstanding organizational and leadership skills. Analytical abilities and problem-solving skills. Excellent communication and public speaking skills.

Education/Training:
MSc/MA in business administration or relevant field preferred but not required.

2. Dispensary General Manager:

Qualifications:
Performance Management, Staffing, Management Proficiency, Coordination, Coaching, Developing Standards, Financial Planning and Strategy, Process Improvement, Decision Making, Strategic Planning, Quality Management, Controlling Cost, Driving Sales, Inventory Controls. Strong understanding of state and local laws and regulations and the ability to maintain compliance and ensure the entire operation is compliant. Must be 21 years of age or older, demonstrate evidence of good moral character and reputation, and pass a background check ensuring the individual has not been convicted of any felony crime or any criminal offense relating to the sale or possession of illegal drugs, narcotics, or controlled substances.

Education/Training:
A Bachelor’s degree in Business Administration, Management or a related field, or 5+ years equivalent industry management experience in a retail setting.
3. Staff Pharmacist / Physician / Registered Nurse (Licensed Medical Professional)

**Qualifications:**
Successfully completed certification from either the State Board of Medicine and State Board of Osteopathic Medicine, the State Board of Pharmacy, or the State Board of Nursing and the four-hour training course developed by the Department. Must be 21 years of age or older, demonstrate evidence of good moral character and reputation, and pass a background check. Ensuring the individual has not been convicted of any felony crime or any criminal offense relating to the sale or possession of illegal drugs, narcotics, or controlled substances.

**Education/Training:**
Pharm D, Bachelor’s of Science in Pharmacy, MD, DO, Bachelor’s of Nursing with experience managing and supervising clinics and/or pharmacy operations. Certification from either the State Board of Medicine and State Board of Osteopathic Medicine, the State Board of Pharmacy, or the State Board of Nursing. Successfully completed the four-hour training course developed by the Department.

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4. Assistant Manager

**Qualifications:**
Thorough understanding of state and local medical marijuana laws and how they apply to operations. Experience with the ADP/POS system, preferably a Seed-to-Sale System. Excellent communication skills and attention to detail. Effective time management and ability to multitask. Proficiency in Windows based software and point of sale applications. Ability to work in a fast-paced, changing and challenging environment.

**Education/Training:**
Two years of experience in a position with managerial and inventory responsibilities.
5. Retail Associate

Qualifications:
Must be 21 years of age or older, demonstrate evidence of good moral character and reputation, and pass a background check ensuring the individual has not been convicted of any felony crime or any criminal offense relating to the sale or possession of illegal drugs, narcotics, or controlled substances. Two + years of customer service in a retail environment. Be able to process transactions and are responsible for keeping track of money. Understanding of Seed-to-Sale tracking software and reporting, including the POS interface. Experience growing cannabis and familiar with cannabinoids, strains, indica, sativas and their usages and common treatments.

Education/Training:
Bachelor's or Associate's Degree in Retail, Management or related field preferred.

6. Dispensary Inventory Control Manager / Purchaser

Qualifications:
Two + years of experience in Inventory Control or equivalent experience. Must be 21 years of age or older, demonstrate evidence of good moral character and reputation, and pass a background check ensuring the individual has not been convicted of any felony crime or any criminal offense relating to the sale or possession of illegal drugs, narcotics, or controlled substances. Thorough understanding or ability to be trained in Seed-to-Sale Tracking Inventory Software. Broad understanding of all state compliance related to inventory tracking and reporting.

Education/Training:
Associate’s or Bachelor’s degree in Inventory Management or related field preferred.
<table>
<thead>
<tr>
<th>7. Dispensary Compliance Coordinator</th>
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<tr>
<td><strong>Qualifications:</strong></td>
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<tr>
<td>Must be 21 years of age or older, demonstrate evidence of good moral character and reputation, and pass a background check ensuring the individual has not been convicted of any felony crime or any criminal offense relating to the sale or possession of illegal drugs, narcotics, or controlled substances. Experience in Quality Control or Quality Assurance in a large scale facility. Familiarity with molds, mildews and pests and other plant diseases. Strong understanding of state and local laws and regulations and the ability to maintain compliance and ensure the entire operation is compliant.</td>
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<tr>
<td><strong>Education/Training:</strong></td>
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<tr>
<td>Bachelor’s or Associate’s degree in Business, Management, Horticulture, Agriculture or Botany or equivalent experience preferred.</td>
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<tr>
<th>8. Dispensary Security Manager</th>
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<tr>
<td><strong>Qualifications:</strong></td>
</tr>
<tr>
<td>Two + years experience supervising or management. Must be 21 years of age or older, demonstrate evidence of good moral character and reputation, and pass a background check ensuring the individual has not been convicted of any felony crime or any criminal offense relating to the sale or possession of illegal drugs, narcotics, or controlled substances.</td>
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<tr>
<td><strong>Education/Training:</strong></td>
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<tr>
<td>Bachelor’s or Associate’s degree in Criminal Justice, Business, Management or equivalent experience preferred. Military, law-enforcement or security experience. Trained in firefighting, first-aid and life-saving.</td>
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9. Security Associate

**Qualifications:**
Two + years experience in providing security services. Must be 21 years of age or older, demonstrate evidence of good moral character and reputation, and pass a background check ensuring the individual has not been convicted of any felony crime or any criminal offense relating to the sale or possession of illegal drugs, narcotics, or controlled substances.

**Education/Training:**
Military, law-enforcement or security experience. Trained in firefighting, first-aid and life-saving.

10. Patient Services Coordinator / Receptionist

**Qualifications:**
Answering or referring inquiries. Must be 21 years of age or older, demonstrate evidence of good moral character and reputation, and pass a background check ensuring the individual has not been convicted of any felony crime or any criminal offense relating to the sale or possession of illegal drugs, narcotics, or controlled substances. Understanding of seed-to-sale software as well as the POS software and reporting.

**Education/Training:**
One + year of customer service and/or reception in a medical clinic, pharmacy or equivalent.
SECTION 9C: TRAINING REQUIREMENTS

Please describe the steps the applicant will take to assure that each principle and employee will meet the two-hour training requirement under the act and regulations.

1) Onboarding documentation will be provided through human resources for principles and employees to sign to acknowledge Pennsylvania’s requirement that they take the two-hour training within the specified time frames.

2) Prior to starting the initial operation of a facility, each principle will complete the 2-hour training course developed by the Department within the times specified.

3) All employees will complete the two-hour training course developed by the Department within 90 days of beginning their employment.

5) Special Accommodations will be made for those who are disabled or learning impaired. (ELABORATE)

6) Owners will provide transportation to and from testing facility, or reimburse travel expenses.

7) Employees who do not complete the required two-hour training despite all attempts to make accommodations will not be employed. We will maintain documentation that will be available for inspection by the Department.

8) We shall retain the attendance records of its principals and employees in personnel files and make them available for inspection by the Department and its authorized agents upon request.