Medical Marijuana Dispensary Permit Application

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

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

☑ Northwest  ☐ Northcentral  ☐ Northeast
☐ Southwest  ☐ Southcentral  X Southeast

County 1 (Primary Dispensary Location): Bucks
County 2 (if applicable): Montgomery
County 3 (if applicable): Philadelphia
Medical Marijuana Dispensary Permit Application

Part A - Applicant Identification and Dispensary Information
(Scoring Method: Pass/Fail)
For this part, the applicant is required to provide background and contact information for the business or individual applying for a dispensary permit, the primary dispensary location, along with any second or third dispensary locations that are being sought under the application.

Section 1 – Applicant Name, Address and Contact Information

<table>
<thead>
<tr>
<th>Business or Individual Name and Principal Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:</strong></td>
</tr>
<tr>
<td>TerraVida Holistic Centers LLC</td>
</tr>
<tr>
<td><strong>Other trade names and DBA (doing business as) names:</strong></td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td><strong>Business Address:</strong> 4 East 1st Avenue, Ste. 104</td>
</tr>
</tbody>
</table>
### Section 2 – Dispensary Information

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

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

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

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

<table>
<thead>
<tr>
<th>Facility Name: TerraVida Holistic Centers</th>
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</thead>
<tbody>
<tr>
<td>Address: 64 N. Main Street</td>
</tr>
<tr>
<td>City: Sellersville</td>
</tr>
<tr>
<td>State: PA</td>
</tr>
<tr>
<td>Zip Code: 18960</td>
</tr>
<tr>
<td>County: Bucks</td>
</tr>
<tr>
<td>Municipality: Sellersville</td>
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</tbody>
</table>

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

**Sellersville, Bucks County, Pennsylvania**

TerraVida Holistic Centers’ women owners, Christina (Chris) Visco and Adina Birnbaum have been researching demographics for their medical marijuana dispensaries for the last year. They have one goal, patient access. While Pennsylvania is a large state with patients spread out in every corner, they feel they can best serve the most patients by locating their dispensaries in a region where they are currently located, having them close enough to each other to ensure extraordinary management, but far enough apart to ensure access for as many patients as possible.

Bucks County is the 4th most populous County in Pennsylvania. While many areas of Buck’s County have a higher population density, they have chosen Sellersville borough in Upper Bucks County for several reasons. The Sellersville location will serve many communities which would otherwise be underserved. This does not just include Upper Bucks County, but...
much of central and northwestern Montgomery County as well. While Sellersville may seem like a small town with a population of only 4200 people, the areas served by this location would be more than 10 to 15 times that amount in terms of population. For instance, Franconia Township in central Montgomery County is only 4 miles away and has nearly 12,000 residents.

Upper Bucks County is a region with very little public transportation. Without a location centrally located in that region, many patients would be left behind. Additionally, while there is more access to public transportation in central Montgomery County, the distance to access a dispensary within the county would be far greater. An Upper Bucks County Location would be easily accessible for caregivers of those unable to travel. This location would potentially serve more than 50,000 residents or roughly 1000 patients.

Although public transportation is virtually non-existent, Sellersville is accessible from routes 309, 113, 152, 563, the Northeast Extension and the Pennsylvania turnpike. It is in close proximity to many underserved populations including Perkasie, Quakertown, Red Hill, Telford Salford, Souderton, Franconia Bedminster Township, and others.

TerraVida’s Sellersville location is also less than two miles away from Grand View hospital. Last year Grandview had over 35,000 patient visits. Grandview serves patients from nearly 40 zip codes in Bucks and Montgomery Counties. We hope to serve these very patients from many areas in Bucks and Montgomery Counties who don’t have access to health care services elsewhere. In addition, Grand View hospital is affiliated with Fox Chase Cancer Center. TerraVida has partnered with Dr. Suzanne Miller at Fox Chase Cancer Center, to provide their data, free of charge, to assist and advance research of medical marijuana for the various forms of cancer.

Because this region of upper Bucks County is underserved, TerraVida is particularly interested in providing patient access and community outreach to veterans in Bucks County. Since November of 2001, Bucks County Veteran’s Transportation Program has been providing Bucks County’s veterans in need of services FREE transportation to Philadelphia and Coatesville to the VA Hospitals. This program is not funded by taxpayer dollars, and depends on donations and fundraisers to survive. It is TerraVida’s goal to give back to this amazing organization and to expand their services to have more pickup locations, more buses, and more access to veterans from Upper Bucks County in need of hospital services.

Second Dispensary Location

<table>
<thead>
<tr>
<th>Facility Name: TerraVida Holistic Centers</th>
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<tr>
<td>Address: 1626 Old York Road</td>
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<tr>
<td>City: Abington</td>
</tr>
<tr>
<td>State: PA</td>
</tr>
<tr>
<td>Zip Code: 19001</td>
</tr>
<tr>
<td>County: Montgomery</td>
</tr>
<tr>
<td>Municipality: Abington</td>
</tr>
</tbody>
</table>

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

**Abington Township, Montgomery County**

As residents of Springfield Township, a neighboring township to Abington Township, Montgomery County, they did not hesitate to chose Abington as a prime location within their
community. Through their community involvement, Adina Birnbaum and Christina (Chris) Visco, the woman majority owners of TerraVida are already part of the fabric of the Abington community. They have long supported the Abington PAL, Willow Grove NAACP and the Abington Police Department by participating in “Abington Pre-Night Out,” each year. Because they spend so much time in Abington Township, they are fully aware of the abundance of medical care available within the township and in the surrounding townships.

They chose the location at 1626 Old York Road for TerraVida Holistic Centers’ medical marijuana dispensary because it provides incredible patient access. This location provides access to patients from Abington Township, Jenkintown Borough, Upper Moreland Township, Cheltenham Township and Springfield Township, as well as, Lower Bucks County. It is located less than one mile away from Abington Hospital-Jefferson Health, 5.6 miles away from Fox Chase Cancer Center and less than 10 miles from St. Christopher’s Hospital, Shriners Hospital, Einstein, Holy Redeemer, Cancer Treatment Centers of America, Friends Hospital and Temple University Hospital. Furthermore, there are a myriad of Medical offices and private practice physicians all along Old York Road. The proximity to Fox Chase Medical Center and TerraVida’s Research liaison Dr Suzanne Miller, PhD makes this location ideal. Dr. Miller is a professor of cancer prevention and control at Fox Chase Cancer Center and serves as Director of the Psychosocial and Bio-Behavioral Medicine Department. Dr. Miller’s career has been focused on oncology and psychology. TerraVida’s proximity to Fox Chase Cancer Center will allow Dr. Miller to work closely with TerraVida to advance her research, study patient outcomes, psychological responses, and help monitor the health of our patient population. With her oversight and insight TerraVida hopes to add to the depth and breadth of scientific medical marijuana knowledge as a means to increase patient care.

Access for patients relying on public transportation could not be better. The Rt 55 Septa bus stops directly in front of TerraVida. The Septa Regional Rail, Warminster line, and Crestmont Station are all in close proximity. TerraVida is also located on Old York Road, with a daily traffic count of over 30,000 cars, easy access from the PA Turnpike, Route 309, Route 202, and Route 76. Abington Township provides for the greatest access for patient care in Montgomery and Lower Bucks County. This location would serve more than 200,000 residents within an 8 miles radius, or 4000 patients, in addition to the many patients who travel to the area for the high quality care available on the 611 corridor.

Third Dispensary Location

| Facility Name: | TerraVida Holistic Centers |
| Address:       | 8319-8325 Stenton Avenue |
| City:          | Philadelphia             |
| State: PA      | 19150                    |
| Zip Code:      | 19150                    |
| County:        | Philadelphia             |
| Municipality:  | Mt. Airy                 |

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

**Mt Airy, Philadelphia County:** Located in an old bank building at 8319-25 Stenton Avenue, this location is near three bus lines, the L, H and the 23, and has several nearby train stations. It is also in close proximity to the neighboring townships of Springfield and Cheltenham. This location will serve a diverse population of multiple ethnicities and socio-
Mt. Airy is a true melting-pot and known for its diversity, tolerance and deep commitment to community. Mount Airy has over 27,000 residents. According to the 2010 Census the neighborhood is 62.5% black/African American, 31.7% white/Caucasian and 5.8% other. In the Mid-1950’s a number of Mount Airy community and religious leaders, made a conscious effort towards opening their community to intentional integration. The residents decided not to give in to the belief that racial transition brought about decline and instead, fought against racial bias and welcomed racial diversity into their community. Today Mount Airy remains one of the most integrated neighborhoods in the country. Not only are the residents diverse in race, religion and socioeconomic status, the neighbors all eat at the same restaurants, visit each other’s homes, and socialize together.

Chris Visco and Adina Birnbaum, the majority women owners of TerraVida, are already very involved in the Mount Airy/Chestnut Hill neighborhood and community. In fact, Adina owns a retail boutique less than two miles away from this location.

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.

Section 3 – Diversity Plan

TerraVida Holistic Centers (TerraVida) is 88.4% woman owned and has assembled a talented and diverse team. TerraVida is a diverse business steeped with the values of inclusion, heterogeneity, and the belief that combining the skills of a multi-cultural team provides for the most comprehensive pool of talent imaginable. A “diversity plan” for TerraVida is not a “plan,” it is who they are and at the core of their values as women owners from divergent backgrounds. TerraVida is the definition of diversity from their ownership, to their management, employment and contracting opportunities. Equal opportunity is the law to many, but an absolute for TerraVida.

The Diversity Status of TerraVida’s Principals, Operators, Financial
**Backers, and Employees**

TerraVida inherently understands the importance of leveraging their diverse and inclusive workforce to achieve superior customer service, compassionate care, community outreach and education. Terravida Holistic Centers firmly believes that an important part of their company’s success will be a direct result of their development of a diverse culture and talented workforce. It is their goal to attract and retain the best, brightest and most qualified workers from diverse backgrounds and life experience. TerraVida’s patients’ comfort and care is their number one priority. Their team will reflect the diversity of the communities they serve and no patient entering TerraVida Holistic Centers will ever feel they are not well represented. TerraVida believes that achieving this goal will translate into effectively delivering services to communities with diverse needs. To that end, TerraVida also intend to partner with firms which hold those same values and beliefs.

TerraVida’s team begins with its ownership. Adina Birnbaum and Christina (Chris) Visco have dedicated their lives to advocating for the under-served and improving civil liberties of those in their communities. Together, they have searched for a team which includes the best and the brightest to advise, assist and educate the team on their independent disciplines.

TerraVida is committed to not only having a diverse team in lower level positions, but also at the management and executive levels. TerraVida’s diverse healthcare team, lead primarily by women, includes, lead Pharmacist, Erica Wehner, a female pharmacist with over 20 years of experience in pharmacy and healthcare communications. Erica currently serves as Senior Medical Director at Complete Healthcare Communications, Inc.

Dr. Suzanne M. Miller is a female Professor of Cancer Prevention and Control at Fox Chase Cancer Center, where she also serves as Director of the Psychosocial and Bio-behavioral Medicine Department. She will be TerraVida’s research partner and liaison at Fox Chase Cancer Center and will conduct research on medical marijuana and its effects on cancer patients with the data collected from TerraVida. She will lead the effort on developing patient optional surveys, and work directly with our lead Pharmacist.

Dr. Karen Williams is an African American female, the Clinical Director of Pediatrics and a Pediatrician at CAMcare Health Corp. With the profound affect medical marijuana has had on children suffering from seizures, pediatric patients deserve the additional guidance that Dr. Williams will provide to TerraVida’s team. Dr Williams currently serves the uninsured, underinsured, as well as, any other patient from newborn to 18 years of age. She manages their acute & chronic problems in addition to well child care.

Rounding out our medical advisory team is Dr. Isaak Halegoua, a Hispanic Jew who immigrated to the United States as a child. Dr. Halegoua is currently an Internist practicing in New Jersey who is a recommending physician of medical marijuana. His fluency in Spanish will bridge a communication gap between TerraVida’s staff and the Hispanic community that it serves. As an advisor who currently assists the poor in Trenton, New Jersey at St. Francis hospital...
and his experience as a medical marijuana recommending doctor in New Jersey makes his role at TerraVida invaluable.

TerraVida’s diversity advisors have a record of exemplary service to their communities and their country. Michael Joynes, an African American male who grew up in the inner city and has spent his life dedicated to improving his community, from ending gang violence as a young man, to working to elect African American legislators, will lead TerraVida’s Community Outreach Department, as well as, act as our Diversity and Inclusion Manager. In his current position as VP of Government and Community Relations at Philadelphia Works, Inc., Michael coordinates with employers and labor unions which facilitates employment of Philadelphia residents. As Director of Government Affairs with the Philadelphia Workforce Development Corporation, Michael promoted and implemented quality workforce development activities in partnership with the corporate community, non-profit agencies, public service providers, clergy, city, state, or federal organizations, as well as, with individuals seeking employment or training. He also coordinated several Career Fairs in collaboration with elected officials, area employers and other non-profit organizations to offer opportunity for thousands of individuals to receive skills training enhancements or to obtain gainful employment. The majority of the residents seeking employment, and provided job opportunities through Michael’s efforts, were minorities.

Rodney Little is an African American disabled Veteran who will act as TerraVida’s Director of Veteran Affairs, leading their efforts to give back to those who have sacrificed so much for so many, and for whom we owe, not only our gratitude, but our financial and emotional support. In his work with The Veteran Multi-Service Center, Rodney has helped countless veterans, most of whom are African American, to acquire housing, food and clothing, in addition to job training so they were able to successfully re-enter the workforce. His tireless pursuit to empower veterans has directly impacted and changed the lives of minority veterans in Philadelphia and throughout Southeastern Pennsylvania. TerraVida will be investing in the lives of many diverse groups within the communities they serve, and veterans are at the forefront of that effort. Acting as our Director of Veterans Affairs, Rodney will be the liaison between TerraVida and various veterans groups actively recruiting veterans for employment opportunities within the TerraVida organization.

TerraVida’s Legal Council is Joseph Centeno, a first-generation Filipino American who has been a leader in diversity in the legal profession, having served as President of the Asian Pacific American Bar Association of Pennsylvania and the National Asian Pacific American Bar Association, which is the voice of over 70,000 Asian American lawyers. Joseph also currently serves on Comcast NBC Universal’s external Joint Diversity Council and as the General Counsel to the Minority Corporate Counsel Association. Joseph is the Chairman of his law firm’s labor and employment department, the founder of his firm’s Diversity Committee and a member of the firm’s management committee. Joseph has served on the Philadelphia Commission on Human Relations by mayoral appointment, on the board of the Philadelphia Bar Association, and the Homeless Advocacy Project.
Because of their core beliefs, Adina and Chris, TerraVida’s majority women owners, are not only surrounded with diverse friends, and advisors, but they have inspired investment in TerraVida from a diverse group as well. Terravida’s investors are 50% woman, one of whom is African American.

Below are the current figures related to TerraVida’s diversity in the named categories, which includes racial and religious minorities, as well as, women and veterans. Additional employees, including many diverse employees, will be onboarded upon award of a dispensary permit; however, until permitted by the Pennsylvania Department of Health, we feel it is imprudent at this time to hire additional management and staff.

<table>
<thead>
<tr>
<th>Position</th>
<th>Total</th>
<th>M</th>
<th>F</th>
<th>Vets</th>
<th>Service-Disabled</th>
<th>Af Am</th>
<th>Lat</th>
<th>Asian</th>
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1. **TerraVida’s Official Affirmative Action Plan**

TerraVida has developed an Affirmative Action Plan/Diversity Plan (“AAP”) using the most current and respected resources available. These resources include:

- U.S. Department of Labor Office of Federal Contract Compliance Programs
- Pennsylvania Human Rights Commission
- Diversity Inc, which is considered to be the leading private sector source of business information on diversity and inclusion management
- National Diversity Council, which is an umbrella organization for a national network of affiliated State and regional councils, the National Women’s Council, the Council for Corporate Responsibility, and the Center for Community Leadership designed to foster diversity and inclusion in business
- American Association for Access Equity, and Diversity, which is a national association of professionals managing affirmative action, equal opportunity, diversity and other human resource programs founded in 1974
- The Multicultural Advantage, a website that addresses the needs of diversity recruiting and workplace diversity professionals who are seeking to reach and understand them
Equal Employment Opportunity Policy Statements

All TerraVida Human Resource policies and practices are reviewed with a diversity lens. Equal Employment Opportunity ("EEO") policies will be included in all Human Resource documents and employee handbooks. These policies will be reviewed with staff by Michael Joynes, TerraVida’s Diversity and Inclusion Manager during new hire orientation, and reinforced in management and supervisory training. Job vacancy and employee bulletin board postings will contain the designation “EEO/AAP,” indicating to job-seekers that TerraVida is committed to diversity, equal employment opportunity, and affirmative action.

It is TerraVida’s policy to take affirmative action to ensure that applicants are employed without negative regard to their gender, race, veteran status, veteran-disability status, disability status, religion, sexual orientation, gender identification, socioeconomic status, or national origin. This includes, but is not limited to, the employment practices of: recruitment, hiring, promotion, demotion, transfer, layoff, termination, wages or other compensation, and participation in training.

TerraVida employment practices will be reviewed on a regular basis by Joseph Centeno, TerraVida’s legal counsel who specializes in diversity employment policies to ensure members of diverse groups receive fair consideration for job opportunities, including those at the executive and management levels, to ensure TerraVida does not only apply diversity policies at the entry or clerical levels.

TerraVida EEO policies and practices, adapted from those recommended by the U.S. Department of Labor, as well as, TerraVida’s own value based practice include:

- TerraVida has partnered with groups such as The Montgomery County Development Corporation, Philly Works Inc., Bucks County Economic Development and Planning Services, and The Veteran’s Multi-Service Center to recruit employees who are actively seeking employment.
- Employee compensation will be commensurate with experience and performance and never based on gender, race, religion, age, disability, gender identification, sexual orientation, socioeconomic status, or national origin.
- Employee recruiting sources are informed of TerraVida’s commitment to provide equal employment opportunities to diverse individuals and groups
- Internal employment practices have been developed to implement the policy
- EEO policies are communicated to all employees within employee handbooks, this formal policy statement, and TerraVida’s AAP, described below
- Employees are reminded and retrained at least annually of TerraVida’s commitment to equal employment opportunity for all persons
- Employment records of all employees will be reviewed on a regular basis to determine the availability of promotable employees
- TerraVida engages in recruitment at educational institutions with substantial enrollments of students from various diverse groups
• Community, minority, ethnic, and religious media may be used for employment advertising
• Reasonable accommodations to the religious observances and practices of employees or prospective employees will be made

Community, minority, religious, and ethnic organizations will be consulted as needed for advice, education, technical assistance, and referral of potential employees as necessary to implement these practices

**Affirmative Action / Diversity Plan Oversight**

To ensure TerraVida establishes and maintains EEO hiring and employment practices and policies, TerraVida will employ Michael Joynes as Diversity and Inclusion Manager (“DIM”). The DIM’s responsibilities, adapted from a job description recommended by the U.S. Department of Labor, include:

• Overseeing hiring and staffing of TerraVida to ensure the company is meeting its diversity goals.
• Developing or refining EEO policy Statements, affirmative action programs, and internal and external communication procedures
• Identifying EEO/AAP problem areas and developing their solutions
• Designing and implementing an internal audit and reporting system to:
  ▪ Measure effectiveness of TerraVida’s EEO/AAP
  ▪ Determine the degree to which AAP goals and objectives are met
  ▪ Identify any need for remedial action
• Keeping TerraVida’s upper management informed of equal opportunity progress and reporting potential problem areas through quarterly reports
• Reviewing TerraVida’s AAP for qualified minorities, women, veterans, and veteran-disabled with all managers and supervisors at all levels to ensure that the policy is understood and is followed in all personnel activities
• Auditing the contents of TerraVida’s communications and training materials to ensure compliance information is posted and up-to-date

In addition, all TerraVida staff members with supervisory responsibilities have, within their job descriptions, specific roles in ensuring the EEO/AAP is executed. These include:

• Assisting in identifying existing problem areas, devising solutions, and setting departmental goals and objectives
• Reviewing job applicant and employee qualifications to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer, and termination actions occur
• Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee’s performance of duties and responsibilities
Equal Employment Opportunity Hiring

TerraVida is an equal opportunity employer and will always look to engage or employ the highest quality applicants regardless of race, creed, color, religion, sex, gender identity, sexual orientation, disability, age, socioeconomic status, or national origin. They believe that a diverse company is vital to facilitating innovation and a strong corporate culture promoting an effective, safe, and enjoyable workplace environment. Notably, organizations owned or managed by TerraVida’s Owners, Principals, Operators, Financial Backers, and Advisory Board members have hired diverse staff in their respective businesses, and will continue this policy in our Pennsylvania medical marijuana organization. For more details, see the section below on “Other Information Demonstrating TerraVida’s Commitment to Diversity Practices.”

TerraVida plans to source the required staff for their Pennsylvania medical marijuana facilities from the local talent pool. They will invest substantial resources in the Commonwealth and they believe it is vital to engage the local community and become a part of the fabric of the local economy. TerraVida has been proactive with its plan to secure a local, talented team by partnering with groups such as The Montgomery County Development Corporation, Philly Works Inc., Bucks County Economic Development and Planning Services, and The Veteran’s Multi-Service Center to recruit employees who are actively seeking employment. That said, they also intend to host job fairs to attract qualified applicants and, if necessary, will underwrite specialized job training programs (in addition to, not in lieu of, their standard staff training program) to give those living in proximity to our facilities the knowledge and skill set required to succeed in this business.

The foundation of affirmative action is establishing and offering equal employment opportunities. To ensure EEO hiring, TerraVida follows best practices, as set forth in the healthcare industry at large, in diversity planning, outreach, hiring, retention, and promotion and overseen by Joseph Centeno, Esq.

Diversity Interviewing and Hiring

TerraVida is building cultural competencies into the hiring process for the areas of diversity defined by TerraVida, which are gender, race, ethnicity, veteran status, veteran-disabled status, disability status, religion, gender identity, sexual orientation, age, socioeconomic status, and national origin. This involves:

- Identifying and eliminating potential bias and barriers to inclusive recruitment, interviewing, and hiring. Assessing how bias and interviewing skills affect the selection process and can create barriers to diversity within the organization and interview team. Educating all employees involved in the hiring process on those bias and barrier risk areas in recruiting, interviewing, and hiring.
- Having everyone on the interview/hiring team understand diversity and cultural competencies for interviewing and hiring. Closely examine cross-cultural dynamics and how bias and cultural misunderstandings can manifest in an interview and hiring process. Use of materials prepared by the Pennsylvania Human Relations Commission.
• Integrating the diversity lens into job interviewing and hiring on a technical level, including the interviewer’s style, the structure of the interview process, and phrasing and presentation of commonly asked interview questions. Understanding if and how to approach the subject of diversity during the interview process, whether it is mentioned by the applicant or interviewer. Use of materials prepared by the Pennsylvania Human Relations Commission to support this training.

• Assessing where TerraVida is on a cultural competency spectrum and our ability to handle situations, issues, biases, and barriers that can exist at each stage of the spectrum. Developing and implementing strategies for inclusive practices involving recruitment, online applications, interviewing and hiring, written documentation, and employee retention.

**Diversity Retention and Promotion**

TerraVida believes diversity in the workplace is essential to a successful business, and hiring is only the first step in ensuring a diverse workplace. As the leading promoter of diversity in the private sector explains, “Diversity management is the strategy of using best practices with proven results to find and create a diverse and inclusive workplace. Successful strategies link diversity progress directly to business results. Best practices include effective use of employee resource groups, diversity councils, mentoring and sponsorship, and supplier diversity” (DiversityInc.com, Diversity Management 101).

TerraVida will focus on five areas of the employment continuum, as defined by Diversity Central and the Multicultural Reading Room, to ensure diverse hires are retained and promoted:

1. Management and staff training to promote understanding and team-building
2. Career development plans for all employees
3. Unbiased performance evaluations
4. Teambuilding Exercises that include diverse employees and build relationships towards career advancement
5. Mentoring relationships in the workplace to help staff understand TerraVida’s culture and advance within the company

**1. Training.** Management and staff will engage in diversity and EEO training as part of onboarding, promotion training, and annual skills upgrades and refreshers. Tools will include discrimination videos developed by the Pennsylvania Human Rights Commission (“PHRC”) to educate employees on their responsibilities and rights, including Introduction to PHRC, Employer Discrimination, Employee, Filing a Complaint, Education, and Disability Discrimination (found on the PHRC website); National Diversity Council webinars; and trainings available through the American Association for Access, Equity and Diversity Professional Development and Training Institute (found on its website).
2. Career Development. Written development plans will help employees identify professional development opportunities, navigate training, and maximize advancement opportunities within TerraVida. These plans will be required for all employees. Plans will identify career goals, advancement opportunities within TerraVida, and the competencies and experiences that employees need to achieve their goals. All employees, regardless of position, will have a vested interest in the success of TerraVida incentivized with profit sharing.

3. Performance Evaluations. Supervisors responsible for employee performance evaluations will be prepared, through training and formal evaluation tools, to execute unbiased performance reviews. Often, members of the majority culture do not understand how beliefs and attitudes can influence the evaluation of an employee’s job performance. TerraVida will establish formal, objective measures for job success to ensure evaluations are not influenced by subjective measures. Key competencies and attributes for success will be communicated to each employee regarding current job positions and any position to which they may be eligible to advance. Evaluations will be based on these identified competencies. Financial increases will be awarded based on the point scale of their unbiased performance review as a percentage of their salary and will not be influenced based on gender, race, ethnicity, veteran status, veteran-disabled status, disability status, religion, gender identity, sexual orientation, age, socioeconomic status, or national origin.

4. Teambuilding: TerraVida believes in a workplace environment of inclusivity. While a hierarchy and management structure must exist for proper governance and accountability, they believe in creating an environment where everyone feels included and valued. TerraVida will conduct regular teambuilding events aimed at the creation of a culture that enables team members to understand each other’s differences and tap into each other’s strengths. Through these exercises, not only will subordinates become empowered, but senior staff will have a unique perspective to identify strengths and skills beneficial to job development. This type of group interaction promotes teamwork, self-confidence and unity within an organization.

5. Mentoring Relationships. Mentoring is another proven method for supporting retention and advancement. TerraVida will promote a culture of mentoring within the company, encouraging less formal mentoring relationships to occur. All members of the TerraVida team will receive training that includes communicating, coaching across differences and encouraging each other. The environment at TerraVida will be one of a family-oriented, compassionate team where members look out, and advocate for each other, working toward one common goal; patient care.

2. TerraVida’s Internal Diversity Goals
TerraVida is, and will always be, composed of talented, diverse individuals who each uniquely bring differing points of view to the team. TerraVida’s goal is to continue to build on and rely upon the involvement of diverse individuals and groups in ownership, management, employment, contracting, and professional services.
Ultimately, it is TerraVida’s intention for the company to reflect the communities it will serve, ensuring inclusion for all potential employees and patients. Terravida’s current team far exceeds the diversity of the demographics of Pennsylvania. Women ownership tops 88% with a female population of 52%. 33% of the group of investors and advisors are minority, whereas, the population of Pennsylvania is reflective of only 15% of this minority group. 1 out of 10 of Terravida’s advisors, or 10% is a veteran.

Further, TerraVida itself qualifies as a “Diverse Group” as defined by Act 16 and has accordingly filed for appropriate certification as a Majority Women-Owned Enterprise by Women’s Business Enterprise National Council (WBENC). Upon securing certification, we will inform the Department and provide all relevant documentation. We anticipate becoming officially certified within the next 90 days.

TerraVida’s goals will be executed and measured by implementing meaningful, performance-based metrics to measure the value and success of all diversity endeavors.

3. **TerraVida’s Plan for Diversity-Oriented Outreach and Events**

TerraVida’s key to reaching a diverse pool of qualified applicants is designing and executing targeted outreach efforts. Instead of simply advertising job openings on the most popular job boards, TerraVida will engage in recruitment activities that reach a broad and diverse audience. Recruiting resources will include both traditional and nontraditional methods of seeking employees and emphasize methods proven to identify qualified minority, female, veteran, and service-disabled veteran job-seekers. These resources include:

- TerraVida has partnered with groups such as The Montgomery County Development Corporation, Philly Works Inc., Bucks County Economic Development and Planning Services, and The Veteran’s Multi-Service Center to recruit employees who are actively seeking employment.
- **African American, Hispanic, and Asian Chambers of Commerce.**
- Community events such as church events, neighborhood festivals, college fairs, back to school events, etc.
- Local and national professional associations such as the National Black MBA Association, Urban League, National Black Chamber of Commerce, and others.
- Colleges and universities, especially Historically Black Colleges and Universities (“HBCU”) such as Cheyney University and Lincoln University, both in Eastern Pennsylvania, and other local colleges and universities that serve large numbers of minorities.
- **Job fairs, especially those sponsored by local community organizations, churches, and local community colleges.**
- **The Philadelphia Tribune, radio stations and programs serving diverse groups such as WURD, Gospel Highway, and WDAS.**
- Social media networks targeting diverse groups
- The recruitment solutions services of the regional Workforce Investment Board
Furthermore, TerraVida will conduct several diversity-oriented outreach activities/events on a regular basis including:

- TerraVida has already partnered with Drexel University’s Student CO-OP program and is currently providing internships to several minority students.
- Becoming an employer partner with the local agencies responsible for WIOA funded workforce programs
- Making public presentations for groups of college students and job-seekers
- Hosting job fairs and workshops in target diverse communities in partnership with local churches and community organizations
- Networking and mentorship programs with select community colleges, colleges, and universities with high representation of diverse groups

4. **TerraVida’s Proposed Contracts with Diverse Groups**

TerraVida intends to contract with diverse groups whenever possible and practical, including Minority-Owned ("MBE"), Women-Owned ("WBE"), and Certified Veteran Owned ("VOBE") or Service Disabled Veteran ("SDV") Business Enterprises that have been credentialed by recognized third-party certifiers. In addition, effort will be put towards engaging minorities, women, veterans, and service-disabled veterans for any needed professional services.

TerraVida will use resources and vendor lists provided by the Pennsylvania Bureau of Small Business Opportunities ("BSBO") (formerly the Bureau of Minority and Women Business Opportunities), which is tasked with providing information and inspiration for their customers, the small, women, and minority business owners, to compete for and participate in the State contracting process; and by any relevant county or municipal business bureau or chamber of commerce that may keep such lists.

TerraVida will give preference to qualified businesses registered as State-approved vendors. At this time, TerraVida has already contracted with Main Line Protection Services who will provide TerraVida with military veterans as part of their security team. TerraVida has contracted with Pripstein and Davies Architects, a female owned, award winning design firm. Additionally, they have contracted with Aaron Abstract Title Company which is owned by Karen Dugan. Dustin Queenen is their insurance agent and is minority owned and operated. In addition, they intend to hire Cameron & Associates 8, LLC, a certified minority enterprise for their construction. TerraVida plans to partner with them and their extensive network of builders, electricians and suppliers and have them guide us with their general consulting services. Some of the minority businesses they partner with include Crystal Window and Door Systems, LTD., and Larry C. McCrae Inc., electrician. TerraVida also plans on using minority owned, Plaza Fashion Care Cleaners for laundry needs.

The value of TerraVida’s contracts with their diverse group of contractors for construction, architecture, store build outs, property acquisition and background checks will likely exceed
$2,000,000 prior to the dispensaries providing any revenue. This income to these diverse
groups may possibly equal close to 100% of their first year’s revenue. Veteran compensation
for our contracted security team in three locations could top $1 million a year.

5. **TerraVida’s Materials on Mentoring, Training, or Professional
   Development Programs for Diverse Groups**
Michael Joynes, Diversity and Inclusion Manager for TerraVida will include in their mentoring,
training, and professional development programs for diverse groups the following materials:

- Discrimination videos developed by the Pennsylvania Human Rights Commission to
  educate employees on their responsibilities and rights (available on its website)
- National Diversity Council Webinars
- American Association for Access, Equity and Diversity Professional Development and
  Training Institute educational materials

Moreover, TerraVida will also leverage and incorporate all existing and relevant materials on
mentoring, training, and professional development programs for diverse groups that have
been created by businesses owned or managed by our Owners, Principals, Financial Backers,
and Advisory Board members. Doing so will ensure TerraVida has a complete set of materials.

6. **Other Information Demonstrating TerraVida’s Commitment to
   Diversity Practices**
All businesses owned or managed by TerraVida’s core team members promote a diverse
workplace within these companies and employ EEO policies and practices. These companies
include:

<table>
<thead>
<tr>
<th>Name of business</th>
<th>Total</th>
<th>M</th>
<th>F</th>
<th>LGBT</th>
<th>Jewish</th>
<th>Afr Amer</th>
<th>Lat</th>
<th>Middle Eastern</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Quetzal management</td>
<td>8</td>
<td>3</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>El Quetzal Staff</td>
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<td>0</td>
<td>17</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bun’s Bakery Management</td>
<td>3</td>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bun’s Bakery Staff</td>
<td>3</td>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PJ’s and Coffee Owner</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PJ’s and Coffee management</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
7. **TerraVida’s Workforce Utilization Report**

TerraVida will position itself in the marketplace to encourage and promote a diverse staff at their facilities. In doing so, they expect to continue their past history of diverse hiring, as demonstrated in section #6 Other Information “Demonstrating TerraVida’s Commitment to Diversity Practices” above. Outside of their contractors and management team, they have yet to hire additional staff until permitted by the Pennsylvania Department of Health. TerraVida’s workforce will maintain all of the diversity goals as outlined throughout this plan.

<table>
<thead>
<tr>
<th>Position</th>
<th>M</th>
<th>F</th>
<th>Vets</th>
<th>Service Disabled</th>
<th>Afr Amer</th>
<th>Lat</th>
<th>Asian</th>
<th>Jewis h</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>7</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Contractors</td>
<td>8</td>
<td>18</td>
<td></td>
<td>4</td>
<td></td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>7</td>
<td>13</td>
<td>19</td>
<td>1</td>
<td>7</td>
<td>1</td>
<td>2</td>
<td>6</td>
</tr>
</tbody>
</table>

8. **TerraVida’s Ability to Record and Report on the Components of our Diversity Plan**

TerraVida is committed to their core values of maintaining a diverse and inclusive corporate structure. TerraVida will keep accurate records to ensure their vision is realized and the diversity plan is implemented. TerraVida will maintain applicant and employment records that reflect recruiting activities, the number and characteristics of applicants and employees, and TerraVida’s employment practices, such as hires, transfers, promotions, compensation decisions, and terminations. This includes maintaining applicant’s’ voluntary self-report form on race, ethnicity, and veteran, veteran-disabled, and disability status. This information will help TerraVida analyze whether we are attracting a diverse pool of applicants.

In addition to the employment records, TerraVida will be required to compile and maintain as a medical marijuana organization, materials evidencing their affirmative action efforts. This will include items such as copies of documents that indicate employment policies and practices, copies of letters sent to suppliers and vendors stating the EEO/affirmative action policy, copies of letters sent to recruitment sources and community organizations, and copies of contract language incorporating the regulatory equal opportunity clauses 41 CFR 60-1.4, 60-300.5, and 60-741.5.

TerraVida will maintain documentation of the following as part of our internal EEO/AAP auditing and record-keeping system:

- An applicant flow log showing the name, race, sex, date of application, job title,
Part C – Applicant Background Information

(Scoring Method: Pass/Fail)
For this part the applicant is required to provide background and contact information for the principals, financial backers, operators and employees.

Section 4 – Principals, Financial Backers, Operators and Employees

A. Please list all Principals, Financial Backers and Operators

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name: Christina</td>
</tr>
<tr>
<td>Middle Name: Joanne</td>
</tr>
<tr>
<td>Last Name: Visco</td>
</tr>
<tr>
<td>Suffix: S55555</td>
</tr>
<tr>
<td>Occupation: Business Owner</td>
</tr>
<tr>
<td>Also known as: Christina Joanne Durante</td>
</tr>
<tr>
<td>Date of birth: DOH REDACTION</td>
</tr>
<tr>
<td>Address Line 1: DOH REDACTION</td>
</tr>
<tr>
<td>Address Line 2: TEXT HERE</td>
</tr>
<tr>
<td>Address Line 3: TEXT HERE</td>
</tr>
<tr>
<td>City: DOH REDACTION</td>
</tr>
<tr>
<td>Zip Code: DOH REDACTION</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name: Adina</td>
</tr>
<tr>
<td>Middle Name: Esther</td>
</tr>
<tr>
<td>Last Name: Birnbaum</td>
</tr>
<tr>
<td>Suffix: S55555</td>
</tr>
<tr>
<td>Occupation: Business Owner</td>
</tr>
<tr>
<td>Also known as: HERE</td>
</tr>
<tr>
<td>Date of birth: DOH REDACTION</td>
</tr>
<tr>
<td>Address Line 1: DOH REDACTION</td>
</tr>
<tr>
<td>Address Line 2: TEXT HERE</td>
</tr>
<tr>
<td>Address Line 3: TEXT HERE</td>
</tr>
<tr>
<td>City: DOH REDACTION</td>
</tr>
<tr>
<td>State: PA</td>
</tr>
<tr>
<td>Zip Code: DOH REDACTION</td>
</tr>
<tr>
<td>Phone: DOH REDACTION</td>
</tr>
<tr>
<td>Fax: N/A</td>
</tr>
<tr>
<td>Email: DOH REDACTION</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
<th>Occupation</th>
<th>Title in the applicant’s business</th>
<th>Address Line 1</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valentin</td>
<td>Theodore</td>
<td>Gorski</td>
<td>55555</td>
<td>Business Owner</td>
<td>Principal</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>N/A</td>
<td>DOH REDACTION</td>
</tr>
<tr>
<td>Michael</td>
<td>George</td>
<td>Joynes</td>
<td>55555</td>
<td>Community Relations Director</td>
<td>Principal</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>N/A</td>
<td>DOH REDACTION</td>
</tr>
<tr>
<td>Seth</td>
<td>Harrison</td>
<td>Bock</td>
<td>DC</td>
<td>Medical Marijuana Dispensary owner in RI &amp; Chiropractor</td>
<td>Principal</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>N/A</td>
<td>DOH REDACTION</td>
</tr>
<tr>
<td>Karen</td>
<td>Alice</td>
<td>Williams</td>
<td>MD</td>
<td>Pediatrician</td>
<td>Principal</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>N/A</td>
<td>DOH REDACTION</td>
</tr>
<tr>
<td>Rodney</td>
<td>Lamont</td>
<td>Little</td>
<td>55555</td>
<td>Business Owner</td>
<td>Principal</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>DOH REDACTION</td>
<td>N/A</td>
<td>DOH REDACTION</td>
</tr>
</tbody>
</table>
If more space is required, please submit additional information on other individuals in a separate document titled “Employees (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.

Section 5 – Moral Affirmation

By checking “Yes,” you affirm that each principal, financial backer, operator and employee
Section 6 – Compliance with Applicable Laws and Regulations

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

### Section 7 – Civil and Administrative Action

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

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

### Schedule A: Civil or Administrative History Incident

<table>
<thead>
<tr>
<th>Defendant</th>
<th>Name of Case &amp; Docket #</th>
<th>Nature of Charge or Complaint</th>
<th>Date of Charge or Complaint</th>
<th>Disposition</th>
<th>Name and Address of the Administrative Agency Involved, and the Tribunal or Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>TEXT HERE</td>
<td>TEXT HERE</td>
<td>TEXT HERE</td>
<td>TEXT HERE</td>
<td>TEXT HERE</td>
</tr>
<tr>
<td>TEXT HERE</td>
<td>TEXT HERE</td>
<td>TEXT HERE</td>
<td>TEXT HERE</td>
<td>TEXT HERE</td>
<td>TEXT HERE</td>
</tr>
</tbody>
</table>

N/A

TEXT HERE

TEXT HERE

TEXT HERE

TEXT HERE

TEXT HERE

TEXT HERE
Part D – Plan of Operation  
(Scoring Method: 550 Points)  
A Plan of Operation is required for all dispensary permit applications. The Plan of Operation must include a timetable outlining the steps the applicant will take to become operational within six months from the date of issuance of a permit. The plan of operation must also describe how the applicant’s proposed business operations will comply with statutory and regulatory requirements necessary for the continued operation of the facility.

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

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department awards permit to company</td>
<td>7/1/2017</td>
</tr>
<tr>
<td>Engage selected contractors &amp; security</td>
<td>7/3/2017</td>
</tr>
<tr>
<td>Direct Architect proceed with final design</td>
<td>7/3/2017</td>
</tr>
</tbody>
</table>
Product Sourcing/Schedule Meetings with growers | 7/10/2017  
---|---  
Close on all properties | 8/1/2017  
Submit building permits | 8/1/2017  
Order fixtures/furnishing/equipment | 8/3/2017  

See attached file “TerraVida Holistic Centers LLC_03202017_Dispensary_Operational Timetable (contd.)” for complete timetable steps.

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

Section 9 – Employee Qualifications, Description of Duties and Training

A. Please provide a description of the duties, responsibilities, and roles of each principal, financial backer, operator and employee.

1. **Adina Birnbaum – CEO**  
   Owner/Operator  
   Responsible for overseeing operations, team development and human resources  
   Duties include but not limited to the following:  
   - Develop long term business strategies  
   - Leadership of TerraVida’s highly qualified management team  
   - Direct policy, initiatives and objectives  
   - Make high quality investing decisions to advance the business and increase profitability  
   - Review financial and non-financial reports to devise solutions and improvements

2. **Christina Visco - COO/President**  
   Owner/Operator  
   Business Development, product procurement, analysis and education  
   Duties include but not limited to the following:  
   - Oversee operations of the company’s day to day activities  
   - Develop business and operational strategies  
   - Evaluate performance by analysing data and metrics
- Manage relationships with partners and vendors
- Set comprehensive goals for performance and growth

| 3. | **Valentin Theodore Gorski** - CFO  
Corporate Financial Officer - Responsible for financial planning, global financial oversight |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Duties include but not limited to the following:</td>
<td></td>
</tr>
<tr>
<td>- Drive the company’s financial planning</td>
<td></td>
</tr>
<tr>
<td>- Risk management - analyse liabilities and investments</td>
<td></td>
</tr>
<tr>
<td>- Control and evaluate TerraVida’s capital structure</td>
<td></td>
</tr>
<tr>
<td>- Ensure cash flow is appropriate for TerraVida’s operations</td>
<td></td>
</tr>
<tr>
<td>- Supervise financials as well as accounting, bookkeeping and finance staff</td>
<td></td>
</tr>
</tbody>
</table>

| 4. | **Dr. Seth Bock** - Supervisor of Medical Marijuana Operations  
Supervises all dispensary protocol and operations |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Duties include but not limited to the following:</td>
<td></td>
</tr>
<tr>
<td>- Advise on all aspects of the medical marijuana industry as it applies to PA law</td>
<td></td>
</tr>
<tr>
<td>- Maintain integrity of seed to sale software</td>
<td></td>
</tr>
<tr>
<td>- Coordinate with pharmacist on dispensary activities</td>
<td></td>
</tr>
<tr>
<td>- Develop dispensary policy in accordance with PA law</td>
<td></td>
</tr>
</tbody>
</table>

| 5. | **Erica Wehner** - Lead Pharmacist  
Supervisor of Pharmacy and Dispensary Team |
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Duties include but not limited to the following:</td>
<td></td>
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<tr>
<td>- Oversee pharmaceutical activity in all dispensaries</td>
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<tr>
<td>- Manage pharmaceutical team</td>
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</tbody>
</table>

| 6. | **Michael Joynes** - Director of Community Relations and our Inclusion and Diversity Manager  
Community relations and employment diversity |
<table>
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<tbody>
<tr>
<td>Duties include but not limited to the following:</td>
<td></td>
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<tr>
<td>- Direct community engagement and outreach activities</td>
<td></td>
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<tr>
<td>- Affirmative action and diversity plan oversight</td>
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<tr>
<td>- Overseeing hiring practices in accordance with TerraVida’s diversity goals</td>
<td></td>
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<tr>
<td>- Development and implementation of TerraVida’s EEO policies</td>
<td></td>
</tr>
<tr>
<td>- Diversity, EEO, AAP training of TerraVida’s staff</td>
<td></td>
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</tbody>
</table>

| 7. | **Dr. Karen Alice Williams** - Pediatric Medical Advisor  
Medical Advisor |
<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Duties include but not limited to the following:</td>
<td></td>
</tr>
<tr>
<td>- Medical advisor to pharmacists and dispensary management</td>
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</tr>
</tbody>
</table>
8. Rodney Lamont Little - Director of Veterans Affairs
   Advisor and outreach coordinator for Veterans
   Duties include but not limited to the following:
   - Developing veteran outreach strategies
   - Determining areas of the greatest need for which TerraVida can serve the veteran community
   - Veteran employment recruitment

B. Please describe the employee qualifications of each principal and employee.

1. ADINA BIRNBAUM:
   Adina has over 25 years of retail and business experience. Adina's experience spans from human resources, business development, financial planning, assortment and inventory management, maximizing profitability, merchandising, negotiating price, customer service, and property negotiations. Adina has experience in talent acquisition, staff supervision, and customer service. She has the ability to create a work environment that is both professional and compassionate with a focus on training, problem solving, decision making, and staff motivation. After completing her Psychology degree, Adina worked with Dr. Suzanne Miller as her administrative and research assistant where her responsibilities included grant writing (including a major AIDS grant) and managing doctors and graduate students who were doing research in the psychological and medical fields.

2. CHRISTINA VISCO:
   Throughout her career, Christina (Chris) has worked in merchandising and marketing as a merchant, manufacturer and marketing professional. Chris has exemplary analytical skills in all aspects of business development, growth and evolution. Her analytic skills include identifying a viable business opportunity based on market size and measured demand, analysis of demographic data and defining the target audience, and developing a product assortment and appropriate message which will resonate with that audience. Data analysis skills include the development of comprehensive financial plans, merchandising strategies, sales forecasting, product development and assortment planning based on sales and market trends, demographics, inventory turn, gross margin, and projected consumer demand. She also has experience in the healthcare industry having co-owned a herpes treatment company, managing a doctor and organizing clinical trials.

3. Valentin Theodore Gorski - CFO:
   Valentin (Val) has co-founded four businesses. In each business, Val has provided strong financial and accounting leadership, handled daily accounting processes, managed vendor/supplier relations, managed payroll/employee relations, and overseen the timely, accurate processing of invoices, purchase orders, expense reports, credit memos and
payment transactions. Val has been responsible for the maintenance and adherence to federal, state, accounting and GAAP standards, addressed issues from employees and vendors regarding accounts payable, and ensured accurate and compliant files and records in accordance with government regulations.

4. **SETH BOCK:**
Dr. Bock is the founding owner of Greenleaf Compassionate Care Center, Inc. (Greenleaf) in the highly regulated State of Rhode Island. In April 2010 Dr. Bock became the first person in the United States to submit an application for state licensure of a medical marijuana dispensary. Through his skill and persistence, he was able to overcome many obstacles, and open Greenleaf in May 2013. As a result of his early entrance into the medical marijuana industry, Bock has been called upon by many organizations to impart his knowledge. Recently, he was hired as a paid consultant for the review of medical marijuana applications by an east coast state implementing similar legislation.

5. **Erica Wehner - Lead Pharmacist**
Erica is a highly educated and experienced pharmacist who is currently working as a Senior Medical Director at Complete Healthcare Communications, Inc., in Chadds Ford, PA. Erica not only has over eight years of retail pharmacy experience, but she also has over 13 years of experience in the healthcare communication field. Erica has developed content for faculty and speaker training meetings, scientific symposia, and continuing education projects. In addition, her experience with patient care, verification of information, computerized dispensing of prescriptions, monitoring for appropriate dose and possible drug interaction as well as patient counseling will assure that TerraVida will have compassionate, expert, and qualified patient care.

6. **MICHAEL JOYNES:**
Michael brings a wealth of knowledge and experience in employment, diversity, community relations, and education. His leadership has had direct economic impact throughout many communities in Southeastern Pennsylvania. Michael has more than 30 years’ experience in workforce development, community and government relations. Michael specializes in recruitment, training, and outreach, and will be an integral part of TerraVida’s success in recruiting a diverse, talented, and compassionate staff.

7. **DR. KAREN ALICE WILLIAMS:**
Dr. Williams is an experienced pediatrician who lives in Richboro, PA. Dr. Williams is a practicing physician at a community health center in Camden, NJ where she serves the uninsured, underinsured, and other patients from newborn to 18 years of age. Dr Williams’ will guide TerraVida in developing outreach programs and reaching patients in underserved communities.

8. **RODNEY LAMONT LITTLE:**
Rodney has served his country for more than 35 years in the United States Army and in
veterans affairs. Rodney has strong leadership skills. He currently advises organizations on the most efficient way to allocate resources to provide the greatest support to those in need.

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>D. Licensed Medical Professionals at Facility</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A physician or a pharmacist will be present at the primary dispensary location listed in this permit application at all times during the hours the primary dispensary facility is open to dispense or to offer to dispense medical marijuana to patients and caregivers.</td>
<td>☒</td>
<td>☐</td>
</tr>
<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>
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</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>
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</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 equipment, to prevent unauthorized entry and to prevent and detect diversion, theft, or loss of any medical marijuana or medical marijuana products.

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

<table>
<thead>
<tr>
<th>A. Transportation</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes,” you affirm that any delivery of medical marijuana to any other medical marijuana organization or approved laboratory within the Commonwealth will adhere to the following:</td>
<td></td>
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</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
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<tr>
<td>• Medical marijuana will only be delivered between 7 a.m. and 9 p.m.</td>
<td>☒</td>
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<tr>
<td>• Medical marijuana will not be transported to any location outside of this Commonwealth.</td>
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<tr>
<td>• A global positioning system will be used to ensure safe, efficient delivery of the medical marijuana to a medical marijuana organization.</td>
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<tr>
<td>In addition to having a transport vehicle staffed with a delivery team consisting of at least two individuals, the applicant affirms the following:</td>
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<tr>
<td>• At least one delivery team member will remain with the vehicle at all times that the vehicle contains medical marijuana.</td>
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</tr>
<tr>
<td>• Each delivery team member shall have access to a secure form of communication with the dispensary, such as a cellular telephone, at all times that the vehicle contains medical marijuana.</td>
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<tr>
<td>• Upon demand, each delivery team member shall produce an identification badge or card to the Department or its authorized agents, law enforcement or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.</td>
<td>☒</td>
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<tr>
<td>• Each delivery team member will have a valid driver’s license.</td>
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</table>
- While on duty, a delivery team member will not wear any clothing or symbols that may indicate ownership or possession of medical marijuana.  
- Medical marijuana stored inside the transport vehicle may not be visible from the outside of the transport vehicle.  
- A delivery team shall proceed in a transport vehicle from the dispensary, where the medical marijuana is loaded, directly to the medical marijuana organization, where the medical marijuana is unloaded, without unnecessary delays. Notwithstanding the foregoing, a transport vehicle may make stops at multiple facilities, as appropriate, to deliver medical marijuana.  
- Any vehicle accidents, diversions, losses, or other reportable events that occur during transport of medical marijuana must be immediately reported to the Department either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.  
- The Department shall be notified daily of the dispensary’s delivery schedule, including routes and delivery times, either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.  
- A transport vehicle is subject to inspection by the Department or its authorized agents, law enforcement or other Federal, State or local government officials if necessary to perform the government officials’ functions and duties.  
- A transport vehicle may be stopped and inspected along its delivery route or at any medical marijuana organization.  
- If a third-party contractor is used, the contractor must comply with all the transportation requirements listed in the Act and regulations.

### B. Transport Manifest

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</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.
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>The date and approximate time of departure.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>The date and approximate time of arrival.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>The transport vehicle’s make, model, and license plate number.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>The identification number of each member of the delivery team accompanying the transport.</td>
<td>☒</td>
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</tr>
<tr>
<td>When a delivery team delivers medical marijuana to multiple medical marijuana organizations, the transport manifest must correctly reflect the specific medical marijuana in transit; each recipient will also provide the dispensary with a printed receipt for the medical marijuana received.</td>
<td>☒</td>
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</tr>
<tr>
<td>All medical marijuana being transported must be packaged in shipping containers and labeled in accordance with §§ 1151.34 and 1161.28 (relating to packaging and labeling of medical marijuana; and labels and safety inserts).</td>
<td>☒</td>
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</tr>
<tr>
<td>Separate copies of the transport manifest will be provided to each recipient receiving the medical marijuana product described in the transport manifest. To maintain confidentiality, a dispensary may prepare separate manifests for each recipient.</td>
<td>☒</td>
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</tr>
<tr>
<td>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.</td>
<td>☒</td>
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Please provide an explanation of any responses above that were answered as a “No” and how you will meet these requirements by the time the department determines you to be operational under the Act and regulations:

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

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

C. Please describe your plan regarding the transportation of medical marijuana and medical marijuana products. For example, explain whether you plan to maintain your own transportation operation as part of the facility operation, or whether you will use a third-party contractor. If you choose to use your own transportation operation, please provide the number and type of vehicles that will be used to transport medical marijuana and medical marijuana products, the training...
that will be provided to employees that will transport medical marijuana and medical marijuana products, and any additional measures you will take to prevent diversion during transport. If you will be using a third-party contractor for transporting medical marijuana and medical marijuana products, please explain the steps you will take to guarantee the third-party contractor will be compliant with the transportation requirements under the Act and regulations:
### Section 12 – Storage of Medical Marijuana

<table>
<thead>
<tr>
<th>A. Storage Requirements</th>
<th>Yes</th>
<th>No</th>
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<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>
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<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
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<tr>
<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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Please provide an explanation of any responses above that were answered as a “No” and how you will
DOH REDACTION
Section 14 – Inventory Management

### A. Electronic Tracking System

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

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

### B. Inventory Management

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</table>

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

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

- Medical marijuana received from a grower/processor.
- Medical marijuana dispensed to a patient or caregiver.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or awaiting disposal.</td>
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<tr>
<td>Inventory controls and procedures will be established for the conducting of monthly inventory reviews and annual comprehensive inventories of medical marijuana at the facility.</td>
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</tr>
<tr>
<td>The written or electronic record will include the date of the inventory, a summary of the inventory findings, and the employee identification numbers and titles or positions of the individuals who conducted the inventory.</td>
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</table>

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

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

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

DOH REDACTION

DOH REDACTION
Section 16 – Sanitation and Safety

A. Please provide a summary of the intended sanitation and safety measures to be implemented at each proposed facility listed in the permit application. These measures should cover, but are not be limited to, the following: a written process for contamination prevention, pest protection procedures, medical marijuana product handler restrictions, and hand-washing facilities.

TerraVida Holistic Centers (TerraVida) has adopted a set of written sanitation and safety standard operating procedures (SOPs) from its affiliate Rhode Island licensed medical marijuana dispensary, Greenleaf Compassionate Care Center, Inc., that will be implemented and modified as necessary to meet and exceed the standards set forth in Pennsylvania law. These SOPs are based on years of trial and error in the highly regulated Rhode Island program and include proper handling of medical marijuana, contamination and pest protection, and cleanliness protocols to name a few.

Contamination Prevention and Pest Protection

In order to limit any potential for contamination or debasement of the medical marijuana stored in or dispensed at TerraVida’s dispensary, TerraVida will ensure the sanitary condition of their facilities in compliance with their SOPs.

TerraVida guarantees that floors, walls, and ceilings will always be kept in good condition. To maintain this guarantee, staff will inspect the interior of the facility at the opening of each workday and will immediately report any discovered concerns to management. Immediately upon notification, management will repair the affected area.

TerraVida will also ensure appropriate measures are taken to protect against potential pests through the use of the integrated pest management (IPM). IPM is meant to identify and manage pest problems, as well as ensure the prevention of infestation through the regular disposal of trash. TerraVida requires that trash will be appropriately removed, at minimum, once daily and more if necessary.

TerraVida is a company acutely aware of the world’s health and environmental issues. As such, TerraVida will engage the local, family owned organic pest control company, Patriot Pest Solutions, LLC., based in Montgomery County Pennsylvania. Each of their technicians is individually licensed by the Pennsylvania State Department of Agriculture. TerraVida’s properties will be routinely serviced every other month with 2 additional inspection audits conducted by Patriot Pest Solutions, LLC. All materials and methods of application will be of an organic nature and in strict accordance with their label and compliance with Federal, State, and local regulations.

Staff will regularly inspect the facility and surrounding areas for signs of pest infestation and will immediately report any issue to management, who will in turn contact Patriot Pest
Solutions for immediate treatment. Furthermore, if necessary, we will install door sweeps, and apply safe pest prevention and management products within the facility to continually implement protection against pests.

**Facility Cleanliness**

Cleaning and/or sanitization of the premises will take place on a daily, weekly, and monthly basis. Organic cleaning supplies will be used, including an environmentally friendly bleach alternative solution and/or anti-microbial soap when appropriate. The maintenance of the facility’s cleanliness will follow a protocol checklist that will be given to each member of staff. At the beginning and end of each business day, employees will reference the checklist to note which areas and items need cleaning and/or sanitization. Items include windows, doorknobs, welcome mats, countertops, chairs, the vault and quarantine rooms, lavatories, and the employee break room. As each item is cleaned, the employee responsible for that particular task must initial the checklist next to the item(s) upon completion.

TerraVida will maintain the cleanliness of the dispensary building by implementing protocols that include daily, weekly and monthly mandatory cleaning of all fixtures, safes, and vaults used to store or display medical marijuana products, taking into account security clearance of staff members. All dispensary staff will be required to complete the necessary training on the dispensary’s facility cleanliness policies and procedures, which have been adopted, and modified accordingly, from TerraVida’s medical marijuana affiliate, Greenleaf Compassionate Care Center. Staff will ensure that all areas of the dispensary, including all storage areas, will remain in a clean and orderly condition and free from infestation by insects, rodents, birds and pests of any kind.

Staff will also be responsible for maintaining the cleanliness of all areas of the facility that typically see a heavy flow of visitors and workers, including the reception and waiting areas, patient dispensing area, and all common areas. Additionally, employees will ensure the cleanliness of the entryway of the facility by sweeping the floors and sidewalk leading up to our entrance. All trash will be discarded regularly, with a minimum of at least once daily, and then as often as necessary to assure a clean, healthy, and professional environment.

Increased attention will be given to certain specific items at least once a week per a provided checklist. Items given special attention will include components of the security systems, office areas, employee break room, vault room, quarantine room, surveillance room, and any other areas of the facility that have a much lighter flow in traffic. As each item is cleaned, the employee responsible for that task must initial the checklist next to the item(s) upon completion. Additionally, employees must record detailed cleaning logs in our electronic recordkeeping system each time they complete their maintenance/cleaning responsibilities.

Furthermore, employees will be given a checklist at least once a month of items that will need more intensive attention when cleaning and/or sanitizing. Items on this list will include the exterior of the building. As each item is cleaned, the employee responsible for that task.
must initial the checklist next to the item(s) upon completion.

Maintaining a clean, sanitary environment will lower the potential for equipment contamination and reduce potential safety and health concerns for all patients, caregivers, and staff. The staff will work to ensure the highest possible level of cleanliness within the dispensary under the supervision of facility management. Management will oversee all maintenance, cleaning and sterilization activities and will inspect the work of staff to ensure the highest quality of sanitation within the dispensary is maintained at all times. Moreover, management will review all maintenance/cleaning logs for accuracy and retain them for safekeeping.

Quality Assurance Inspections
TerraVida will implement strict receiving policies and procedures to ensure medical marijuana arrives to their dispensary safe and free of contamination. Receiving staff will rigorously observe these protocols which include the required inspections of all items shipped, accurate logging into their electronic tracking system, safe transfer from vehicle to vault room, and proper storage procedures. With a particular concern for information regarding contamination and purity, TerraVida’s receiving staff will also review independent laboratory testing results for all products delivered.

To ensure the quality assurance of all medical marijuana products dispensed at TerraVida’s facilities, products will be re-inspected prior to opening each day during the scheduled transfer from the vault room to the patient dispensing area for stocking purposes. They will also be re-inspected at the end of every workday when they are transferred back from the dispensing area to the vault room for overnight secure storage. Additionally, they will be re-inspected post sales order, but prior to actual dispensation to patients/caregivers, as well as when the products are either returned or the subject of any complaint.

Equipment Maintenance
TerraVida will apply their approved SOPs to the sanitation of all tools and equipment that may or has already come in contact with medical marijuana in order to maintain proper cleanliness, as well as to prevent any potential contamination that could adversely affect the health of their staff or patients. Management will oversee all equipment contamination prevention procedures and will inspect the work of staff to ensure the highest quality of cleanliness within the dispensary is maintained.

To safeguard TerraVida’s SOPs, all dispensary staff will be required to receive training on sanitation policies and procedures, which have been adopted, and modified accordingly, from their medical marijuana affiliate, Greenleaf Compassionate Care Center. At the opening and closing of each workday, daily procedures will include regular equipment cleaning and sanitation with a specific list of tools that must always be kept clean. These items include telephones, computers, tablets, monitors, scales/measuring devices, barcode scanners, labeling and packaging equipment, and safes. Employees must keep detailed logs in their
electronic recordkeeping system of each instance of sanitation. These protocols will be set in place with the goal of sustaining a clean, sanitary, and contamination-free dispensary similar to a traditional pharmacy.

During operations, all equipment that may or has already come in contact with medical marijuana must be cleaned and sanitized at the beginning and end of each business day and immediately after coming into contact with medical marijuana. Some examples of equipment that may come in contact with marijuana include scales, measuring devices, display cases, countertops, tables, shipping equipment, and handling utensils.

Prior to any use, dispensary staff will be responsible for inspecting each piece of equipment, especially if it comes into contact with medical marijuana. If any piece of the equipment is suspected of being contaminated in a way that cannot be cleaned or sanitized, it must be immediately disposed and removed from the facility. Immediately upon suspicion of any irreparable equipment, dispensary staff must notify management who will oversee the subsequent disposal activities in order to avoid the potential spread of contamination.

TerraVida will only utilize organic, and/or environmentally friendly products, however, should there be any toxic cleaning compounds, sanitizing agents, solvents and pesticide chemicals on our property, they will be properly labeled and stored in a manner preventing any potential contamination of medical marijuana and complying with any other applicable law.

**Quarantine Measures**

Dispensary management will be notified immediately upon the identification of any returned, unsafe, and/or recalled medical marijuana products. Some examples of unsafe products include expired, damaged, deteriorated, mislabeled, or contaminated products. Once management has been informed, they will immediately begin the secure transfer of the affected products to the quarantine room.

All quarantine transfers will be assigned to specifically authorized staff that will inspect all quarantined products and product packaging. They will carefully assess the integrity of the containers, evaluate the probability of contamination to TerraVida’s facility or other inventory, and if these quarantined products could pose any additional health, sanitation, safety, or security threats.

Following the inspection process by the authorized staff, all returned, unsafe, and/or recalled products will immediately be transferred to the quarantine room to protect TerraVida’s usable inventory. There will be a minimum of 2 authorized agents who will control the quarantine product transfer, which will always be conducted with the security guards present, as well as within the viewing and recording perimeters of the security system. Any staff performing the quarantine procedures must wear protective gear such as but not limited to nitrile gloves, eye goggles, and smocks.
Once the affected products have been transferred into the quarantine room, they will be cautiously placed in appropriately designated, lockable airtight storage bins for safe storage. These single-purpose storage bins will be separated and clearly labeled for the safe storage of specific types of quarantined products and in preparation for proper examination (and eventual disposal, as warranted). This segregation system removes the risk of confusion, cross-contamination, or any other concerns that could affect the integrity of an investigation. This segregated storage system will also simplify the organization of the quarantine area, improve the accuracy of any recall actions and related recordkeeping, and accelerate the proper destruction, disposal, and removal of irreparable medical marijuana products.

At the conclusion of a quarantine product transfer, authorized staff will exit the quarantine room ensuring the door has been fully secured and locked. Following, they will immediately notify management that all quarantined products have been safely transferred to the quarantine room. Additionally, staff will efficiently update the electronic inventory tracking and recordkeeping system with all the details of the transfer, as well as, if necessary, the Department’s electronic tracking system.

Isolated products will remain in the quarantine room until they are salvaged, returned to the manufacturer grower/processor, or destroyed or otherwise disposed of in accordance with 28 PA Code §1151.40 (relating to disposal of medical marijuana). The removal of the quarantined products will be based on the results of any investigation, examination, and/or testing by trained staff, as well as, the original nature and reason for the quarantine. Returned products may never be re-dispensed to another patient or caregiver under any circumstances.

**Handwashing, Hygiene and Cleanliness**

TerraVida will implement a staff hygiene policy that will help to ensure a safe, sterile, and contamination-free environment for all staff and visitors. All dispensary staff will be required to maintain a consistently hygienic routine, including mandatory hand washing after handling medical marijuana or equipment that comes into contact with medical marijuana. Additionally, they will be required to wash their hands following any contact with another person and after eating or using the restroom. It will be grounds for suspension or termination if any employee fails to follow these hygienic policies.

Appropriate hand-washing facilities will be conveniently located at every dispensary for all staff, patients, caregivers, and visitors. These hand-washing facilities will be easily accessible within the lavatories and will contain running water at a temperature that will properly sanitize hands. TerraVida will ensure that they always remain in a satisfactory and sanitary condition and consistently in good repair.

In addition to hand-washing stations, non-toxic sanitizing cleansers and either towels or suitable hand drying devices will also be provided within the lavatories. Since TerraVida’s sanitary practices require additional instances for staff to consistently wash and sanitize their
hands, extra hand-washing facilities will be located within the dispensary (i.e., in the break room and other rooms where appropriate).

TerraVida intends to issue uniforms to the employees, which will be professionally cleaned on a regular basis to ensure cleanliness and professional appearance. Between these professional cleanings, staff will be responsible for ensuring that all uniforms and work attire are kept clean and free of dirt, debris, and dust. Additionally, extra uniforms will be available on site in the event that a staff member’s uniform becomes soiled in any way. Any staff found wearing soiled uniforms or work attire will be asked by management to immediately remedy the situation and if they fail to comply, may be sent home.

**Medical Marijuana Handling**

In addition to abiding by all other sanitary practices, staff specifically working in direct contact with medical marijuana will additionally be subject to the restrictions on food handlers as specified in 28 Pa. Code §27.153 (relating to restrictions on food handlers). Staff physically handling medical marijuana must adhere to the cleanliness protocols and sanitary practices while on duty. These practices include upholding acceptable personal hygiene, washing hands thoroughly at the beginning of each work day and at any other time during work hours when hands may have become soiled or contaminated, and every time prior to dispensing medical marijuana to a patient or caregiver. It will be grounds for suspension or termination if any employee fails to follow these medical marijuana product handler restrictions. As an extra precaution, TerraVida management will also be certified with a ServSafe Food Handlers Certificate.

**OSHA Compliance**

As safety is of the utmost importance, TerraVida will require absolute compliance with all applicable Occupational Safety and Health Administration (OSHA) standards to ensure the health and safety of all employees. TerraVida will ensure their staff is provided with a suitable workplace environment, free from recognized hazards that may cause death or serious physical harm through the implementation and adaptation of our SOPs. Through these actions, TerraVida will fulfill the occupational safety and health standards proclaimed under the OSH Act of 1970.

TerraVida will provide appropriate and consistent employee training, as well as provide written SOPs and guidelines to all staff so every employee is knowledgeable about these standards. TerraVida expects each employee to constantly and strictly comply with occupational safety and health standards, as well as all related rules, regulations, and orders under the OSH Act which are applicable to each individual’s actions and conduct.

TerraVida does not discriminate against staff for exercising their rights under the OSH Act in accordance with Section 11(c). These rights include filing an OSHA complaint, participating in an inspection or talking to an inspector, seeking access to employer exposure and injury
Injury and Illness Prevention Plan
TerraVida will require all dispensary staff to be thoroughly trained and tested on the dispensary’s SOPs inspired by retail pharmacy practices, including ensuring a clean and sanitary workplace and a healthy work environment. Any personal health condition that might compromise the cleanliness, sanitation, integrity, safety, or quality of our dispensary, the medical marijuana products, or the health and safety of staff and visitors must be reported to management immediately and will be treated with extreme precaution. Importantly, staff will never be reprimanded for disclosing a health condition to a manager.

As soon as management is notified of a compromising health condition, they will immediately notify TerraVida’s on-site pharmacist, physician, or other licensed healthcare professional. Such health care professional will use the information provided along with their best judgment to protect the interests of the dispensary while always maintaining an extremely cautious attitude in order to safeguard the facility and staff. Possible plans of action include handling the situation directly when uncleanliness is caused by a minor cut or injury in order to eliminate the possibility of contamination of the medical marijuana handled by the employee, prohibiting the employee from interacting with other persons and from handling future medical marijuana until the health condition is addressed, sending the employee home for the day to rest, or advise that the employee visit the emergency room or medical specialist if they deem necessary. In the case of a more serious health condition, the employee will be asked to leave the facility and refrain from returning until cleared by a physician.

Management will keep a historical record of any instance of a reported health condition.

Emergency Preparation
Preparation for all kinds of medical and safety emergencies is of profound importance to the continued safety of TerraVida’s staff and patients. Some examples of emergency situations include medical emergencies, fires, severe weather, and chemical spills. TerraVida will ensure all staff is properly trained to effectively understand and take initiative in a variety of emergency situations that may arise at the workplace. Additionally, management will ensure that an acceptable number of dispensary staff will also have advanced occupational first aid training and that at least one of these employees is on duty during all hours of operation.

To properly prepare the staff for any emergency, they will be provided with the most efficient and capable tools. TerraVida’s dispensaries will be supplied with first aid kits, instructional CPR posters and materials, contact information for the closest emergency responders and hospitals, hardwired smoke and carbon dioxide detectors with battery backup power, fire extinguishers and alarms, and evident posters identifying the quickest escape routes from the facility in the event of a fire or other life threatening emergency.
Management will conduct regular, impromptu emergency drills throughout the year to ensure that staff responds properly according to our emergency response protocols.

**Staff Training**
TerraVida will require all dispensary staff to complete initial training within the first ten days of employment and prior to working at the facility. Dispensary staff will be thoroughly trained on all safety and sanitation policies and protocols, but will also be reminded continually throughout training that the health and safety of patients/caregivers and staff takes priority over all else. Terravida’s management team has more than 50 years of staff training and customer service and safety protocols which make them uniquely qualified to ensure the highest level of training and compliance.

TerraVida’s training program will be led by either internal or contracted instructors and will include a series of classes, textbooks, videos, manuals, and individual sessions to ensure compliance with dispensary rules, policies and procedures, sanitation and safety measures, State law and regulations, as well as, specific job requirements and responsibilities. Training topics include contamination prevention and remedial measures, safe product handling and storage, inventory quality assurance inspection procedures, specific quarantine procedures, IPM techniques, equipment and facility maintenance, cleanliness, and sanitation rules, waste and rubbish removal policies, and employee hygiene policies and techniques. Additional topics include medical marijuana handler restrictions, injury and illness prevention, emergency response procedures, first-aid and CPR techniques, and OSHA compliance regulations.

Trainees must pass all multiple choice, open-ended question, and/or oral examinations given at the end of each training session with a minimum grade of 85% and obtain a certificate upon successful completion. Trainees must provide TerraVida’s Human Resources Department with adequate written proof once they have successfully completed their required training courses before beginning any work at a facility.

At least once annually, it will be mandatory for all staff to undergo refresher training courses, including at least 1 hour of refresher training on sanitation and safety protocol. It will be grounds for suspension or termination if any employee fails to complete refresher training within 60 days of their anniversary of hire.

**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:

TerraVida Holistic Centers (TerraVida) will create and maintain all reports, records, logs, recordings, and other important business data, information, and documentation using established record keeping procedures designed and implemented by their medical marijuana industry consultants, Greenleaf Compassionate Care Center—a licensed dispensary operator in the highly regulated Rhode Island medical marijuana program. Seth Bock, TerraVida’s Supervisor of Medical Marijuana Operations, is the owner and operator of this licensed affiliate and will ensure all policies and procedures developed and tested in Rhode Island will be adopted and amended in TerraVida’s Pennsylvania dispensaries.

TerraVida will create and maintain written and/or electronic records, as appropriate. Records will be securely stored for a period of at least 4 years, in accordance with protocol and Pennsylvania law.

TerraVida is committed to providing the highest quality of patient care and patient confidentiality. TerraVida’s mission is to assist and help their patients in a safe, secure, caring, and compassionate environment.

**Electronic Recordkeeping Software**

TerraVida will utilize the MJ Freeway inventory tracking and record keeping software system (or a similar system capable of integrating with the Pennsylvania Department of Health’s electronic tracking system). Bio Track THC is a widely utilized, proprietary seed-to-sale inventory tracking and record keeping system, currently used by Greenleaf Compassionate Care Center. TerraVida will use it to maintain and generate electronic records, including but not limited to inventory and sales transaction records.

MJ Freeway allows accurate, real-time inventory records by tracking products from receipt, from a grower/processor through the entire dispensing process. A unique product number will be issued for tracking and record keeping when a product is entered into the system. All actions taken to inventory as whole, by grouping, or by individual product will be digitally recorded for instant and long-term analysis purposes, and detailed sales records can be stored for several years. MJ Freeway also permits us to create precise inventory records on demand. As such, any discrepancies or breaks in the chain of custody will become immediately apparent, prompting swift corrective action measures to investigate and resolve issues.

In compliance with 28 PA Code §1161.32, TerraVida will maintain the following inventory data, among other information, in TerraVida’s internal electronic tracking system: a) Medical marijuana received from a grower/processor; b) medical marijuana dispensed to a patient or caregiver; and c) damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or disposal.
TerraVida will use MJ Freeway to track and record all actions related to receiving, packaging, labeling, handling, transferring, transporting, storing, stocking, disposing, returning and recalling medical marijuana products in accordance with all applicable law. Authorized staff members will be thoroughly trained in the use and functionality of the MJ Freeway software system to ensure the accuracy and integrity of the electronic record keeping system.

It is worth noting that entries into the MJ Freeway system will include the unique employee identification number of the staff member taking the relevant action. As such, TerraVida will know who is/was responsible for each step in their integrated processes.

**Records and Record Retention**

TerraVida will adopt best practices regarding records storage, including but not limited to: surveillance footage, security records, patient records, sales records, inventory records, and other business records. Practices will be developed and implemented by TerraVida’s medical marijuana affiliate, Greenleaf Compassionate Care Center. All physical records (except for surveillance footage) will be securely stored in the dispensary manager’s office within a commercial grade locking storage unit to protect them from tampering, loss or theft. Only authorized and properly credentialed employees may access the records.

All electronic records created will be stored in MJ Freeway. Records will only be accessible by authorized, credentialed individuals, and will be password protected and TLS/SSL encrypted. Importantly, all patient records will be treated as confidential and maintained in a HIPAA compliant manner. Personal and sensitive information of our patients/caregivers will always be protected.

TerraVida’s dispensaries will have an electronic back-up system, SimplStor Controlled Back up System for all written and electronic records. These duplicate records, including surveillance recordings, will be stored within an access-controlled facility maintained by Main Line Protection Services (MLPS) if approved by the Department. TerraVida’s off-site record storage location, likely an Iron Mountain information management facility, will be required to be protected by 2 independent security alarm systems, monitored by 2 independent commercial security monitoring services, if requested by the Department.

**Surveillance Recordings**

DOH REDACTION
Human Resources Records

In accordance with TerraVida’s Human Resources policies, TerraVida will retain comprehensive employee records, including but not limited to: job applications, program registration forms, employment contracts, State and Federal criminal background reports, annual supervisory reviews, training records, etc. Electronic and hardcopy versions of all training materials and attendance records will also be retained for at least 4 years. All employee records will be made available for inspection by the Department upon request.
Diversity Plan Records

TerraVida is committed to their diversity plan and will keep accurate records to ensure its implementation, ongoing improvements where needed, and reporting. By maintaining proper documentation, they will be able to analyze their success in maintaining a diverse pool of applicants. Michael Joynes, Terravida's Inclusion and Diversity manager, will oversee the record keeping.

TerraVida will maintain employment records that reflect recruiting activities, the number and characteristics of employees, and their internal employment practices, such as hires, transfers, promotions, compensation decisions, and terminations. This includes maintaining applicants’ voluntary self-report form on race, ethnicity, and veteran, veteran-disabled, and disability status.

TerraVida will maintain documentation of the following as part of their internal AAP/EEO auditing and record keeping system: an applicant flow log showing the name, race, sex, date of application, job title, interview status and the action taken for all individuals applying for job; a log of job offers, hires, promotions, resignations, terminations, and layoffs by employment category, gender, and diversity group; employment applications; and compensation records.

TerraVida will also keep materials evidencing their affirmative action efforts. This includes items such as copies of documents that indicate employment policies and practices, copies of letters sent to suppliers and vendors stating the EEO/affirmative action policy, copies of letters sent to recruitment sources and community organizations, and copies of contract language incorporating the regulatory equal opportunity clauses 41 CFR 60-1.4, 60-300.5, and 60-741.5.

TerraVida will report on the participation level, by percentage, of diverse persons comprising owners, managers, staff, contractors, and professional service providers. In addition to anything provided by the State, these reports will include information on promotions and advancements of diverse individuals, along with dollar amounts allocated to diverse business vendors and contractors.

Inspections, Servicing, Alteration, and Maintenance Records

TerraVida will ensure all tools and equipment are in good working condition through regular maintenance inspections (at least once every 30 days), and make any necessary repairs, alterations or upgrades to the alarm, security, and surveillance systems. Robert Cubbin, Terravida’s Director of Security, will oversee maintenance of the security equipment and ensure staff adherence to security protocols. Staff will keep written logs of all maintenance activities recording the dates, times, affected equipment, actions taken, and the name and employee identification number of the agent performing the maintenance. Records of all inspections, servicing, alterations, and upgrades performed on the systems will be kept for at least 4 years, and will be made available to the Department and its authorized agents within
2 business days following a request.

As per standard operation procedures (SOPs) adopted from Greenleaf Compassionate Care Center, TerraVida will also maintain an accurate log recording the calibration of dispensing equipment, the maintenance of dispensing equipment, and the cleaning of dispensary equipment. Employees will be properly trained on calibration and recordkeeping protocol.

**Patient/Caregiver Records**

In accordance with SOPs, only patients/caregivers who meet the following criteria may qualify to be dispensed medical marijuana products (so long as such dispensation does not exceed state-mandated or physician-mandated quantity limits). Patients/caregivers must:

1. Present current identification documents, including a current government-issued identification card, Department-issued patient or caregiver identification card, and practitioner-issued patient certification documents with matching information, which must be authenticated.
2. Have been verified in the Department’s database.
3. Have not already received their full allotment of medical marijuana (as determined by a review of the physician certification against the patient’s purchasing history records in the State’s database and in BioTrack records).

Upon each patient/caregiver’s first visit to TerraVida’s dispensary, a HIPAA compliant patient/caregiver file will be created which will contain: a) completed patient/caregiver intake forms; b) signed releases, authorizations, acknowledgements, and other important legal documentation; c) copies of all identification documents provided to the dispensary; d) copies of the practitioner certification (including copies of all certification renewals); and e) notes on special accommodations or treatment requested for the patient/caregiver.

Once TerraVida’s patient/caregiver check-in process is completed, authorized staff will update the State’s electronic tracking system with relevant information related to the visit (e.g., the time and date of the visit) using a computer or a portable tablet with internet connectivity, assuring access to the database. Staff must also update the organization’s own HIPAA compliant, MJ Freeway electronic recordkeeping system with the pertinent information.

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

**Dispensing Transaction Records**

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

After successfully completing the transaction, the sales person will issue a transaction receipt, then access and update the patient certification in the Department’s electronic tracking system with information recorded on the receipt. To be recorded:

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

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

After each successful dispensation, TerraVida will update the Department’s electronic tracking system with the information contained on the sales receipt. This will ensure that real-time, accurate information on patient/caregiver dispensing activities are readily available to system users. If applicable, the sales person will also update the Department’s electronic tracking system with any recommendations as to the form or dosage of medical marijuana that is provided. Thereafter, the sales person will record identical information in TerraVida’s internal electronic recordkeeping system. All information recorded into the two systems must perfectly match.

Sales staff must deny any transaction in which a patient/caregiver attempts to acquire an unauthorized or non-compliant quantity of products. When a transaction is denied, staff will update the State’s electronic tracking system as well as applicable patient records.

Visitor Records
Generally, only the following individuals may enter the dispensaries: authorized employees, patients/caregivers, and the Department or its authorized agents, or other Federal, State, or local government officials performing their official functions and duties.
TerraVida will require any admitted visitors to sign a visitor log upon entering and leaving a limited access area. The dispensary will maintain the visitor log for 4 years and make the log available to the Department, State or local law enforcement and other State or local government officials upon request if necessary to perform the government officials’ functions and duties.

The log will include: a) the full name of each visitor; b) the visitor identification badge number; c) time of arrival; d) time of departure; e) purpose of the visit; f) name and employee identification number of the assigned escort; g) a list of all areas visited; and h) the name of each employee visited.

A copy of the visitor’s identification documents will be affixed to the visitor log and stored for recordkeeping purposes.

**Transport Manifest and Shipping Records**

TerraVida will generate printed and electronic transport manifests in accordance with 28 PA Code §1161.36 for each product shipment to accompany every transport vehicle, should we opt to transport medical marijuana ourselves. The manifest will identify:

- TerraVida’s name, address, and permit number
- The name and contact information for a dispensary representative who has direct knowledge of the transport
- The name, address, and permit number of the medical marijuana organization receiving the delivery
- The name and contact information for a representative of the receiving medical marijuana organization
- The name of the dispensary agent that packaged/shipped the shipment
- The quantity, by weight or unit, of each medical marijuana batch or lot contained in the transport, including each batch/lot identification number
- The total number of individual packages/items in the shipment
- 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 employee identification numbers of each transport agent accompanying the transport

Should delivery staff be required to make multiple deliveries in a single planned trip, TerraVida, will create separate transport manifests for each recipient to correctly reflect the specific medical marijuana in transit. Accordingly, each recipient will be required to provide Terravida’s delivery staff with a printed receipt for the medical marijuana received.

TerraVida will provide an advanced copy of the transport manifest to the authorized organization receiving the medical marijuana. Company protocol dictates that the delivery
staff will provide a second copy of the transport manifest to the recipient upon actual delivery, which may reflect any changes to the delivery.

To maintain a high standard of quality and accuracy, transport manifests must be reviewed for by management prior to delivery department to check for compliance with law and to verify all items delivered match our records. Each manifest will be approved by dispensary management, who will record their approval prior to releasing the shipment for delivery.

TerraVida will also create and maintain records regarding daily delivery schedules, including routes and delivery times; and any vehicle accidents, diversions, losses, or other reportable events that occur during transport of medical marijuana.

Delivery staff will immediately report the above 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.

All transportation related records, including transport manifests, transport logs, route/delivery plans, incident reports, and the like, will be stored for at least 4 years. In addition, delivery staff will record in MJ Freeway in real-time:

- Transfers of product from the vault to the receiving area for shipment staging
- Information contained on the packaging label and the transport manifest, including the name and address of the recipient
- Transfers of product from the receiving area to the transport vehicle, including all loading activities
- Transfers of product from the transport vehicle to the recipient, including all unloading activities
- Results of all audits and product packaging/labeling quality control reviews
- Name of the person(s) making the entry, packaging the shipment, and completing the transport
- Name and employee identification numbers of the manager overseeing the transport activities
- Name and employee identification numbers of all delivery staff participating in the transport activities
- Date and time of departure
- Route/schedule plan details
- If applicable, any deviations from the route/schedule plan, including time, location, reason for the deviation, and any plan changes
- Date and time of shipment arrival
- Date and time of the transfer of custody of the products
- Name and permit number of the recipient
- Names of all receiving staff from the recipient who participate in the delivery process
TerraVida will provide, as requested, copies of any transport manifest, printed receipts, and/or any other transportation related record to the Department or its or its authorized agents, law enforcement or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.

**Product Receiving Records**

Product receiving SOPs will assure the integrity of the recordkeeping system for inventory tracking and chain of custody reporting purposes. TerraVida’s receiving staff will record all confirmed deliveries of medical marijuana and all actions taken related to the receiving procedure in the MJ Freeway electronic record keeping system. These include:

- Employee identification number and name of the manager overseeing product receipt
- Employee identification number and name of all receiving staff participating in product receipt
- The identity of the delivery agent(s) name and registration number (which will be saved with a photocopy of their identification documents)
- A copy of the transport manifest
- Confirmation that the physical review of shipped products matches the transport manifest
- Any inventory discrepancies between the physical shipment and the transport manifest, including all subsequent investigations
- Results of each packaging/labeling quality assurance review
- Each accepted medical marijuana product, including all identifying information
- Date and time of commencement of the receiving procedures
- Date and time the dispensary took custody of the products
- Copy of the delivery transaction receipt

Receiving staff will, upon the successful conclusion of receiving activities:

- Ensure all new products have been successfully entered into the electronic inventory tracking and recordkeeping system with a unique product identification number
- Enter all relevant product information in the Department’s electronic tracking system

After confirming the above points, receiving staff will re-enter the interior of the dispensary. They will immediately transfer all new products to the appropriate safe within the secure vault room. Products will be carefully accounted for as they are placed into storage, and reinspected, thus guaranteeing that they are suitable for dispensation to patients/caregivers.

Receiving staff will update TerraVida’s inventory tracking system upon completion of a new product transfer, noting all actions taken to the products. At that time, management will compare the completed inventory reports against the transport manifest to ensure the accurate entry of all received products in the inventory control system.
Inventory Stocking Records

Only authorized dispensary staff, as part of the daily operating procedure, will enter the vault room to remove and transfer an amount of medical marijuana products necessary to stock or restock the display cases in the patient dispensing area.

As products are removed, stocking staff will:

- Inspect all products and product packaging to ensure:
  - The integrity of the containers
  - The legal compliance of all affixed labels
  - No products are expired, damaged, deteriorated, mislabeled, contaminated, or recalled
  - The containers or packaging have not been opened, breached, or otherwise tampered with
- Update the Department’s electronic tracking system, if applicable
- Update internal inventory records reflecting the transfer

The stocking staff will confirm the above, then exit the vault room, ensuring the door has been fully closed, secured, and locked. They will immediately transfer the products to the patient dispensing area. TerraVida’s electronic inventory control system will record an accounting of each action.

During daily closing procedures, authorized dispensary staff will enter the patient dispensing area to remove and transfer unsold medical marijuana products back to the appropriate safe within the vault room. As products are removed, authorized agents will again:

- Inspect all products and product packaging to ensure:
  - The integrity of the containers
  - The legal compliance of all affixed labels
  - No products are expired, damaged, deteriorated, mislabeled, contaminated, or recalled
  - The containers or packaging have not been opened, breached, or otherwise tampered with
- Update the Department’s electronic tracking system, if applicable
- Update our inventory tracking system reflecting the transfer

Upon completing these steps, the authorized staff will exit the patient dispensing area and immediately transfer all unsold products to the vault room. Authorized staff, having completed these steps, will exit the vault room ensuring the door has been fully closed,
secured, and locked. They will update the MJ Freeway system with all actions taken to the products, and immediately notify management that all unsold products have been safely transferred back to secure storage.

Inventory Audit Records
Established inventory control procedures will include announced and surprise daily, monthly, and annual inventory audits to confirm that our physical inventory matches the digital inventory records. TerraVida will create records of each inventory audit. The record will include:

- The date and time
- A summary of the findings
- The names, employee identification numbers, signatures, and titles or positions of the individuals who conducted the inventory

All audit reports will be recorded digitally and in hard copy. Electronic records will be securely stored onsite for a minimum of 4 years and backed up for secure offsite storage.

Recalls and Returns Records
Upon becoming aware of any complaint made by a patient, caregiver, or practitioner who reports an adverse event from using medical marijuana dispensed by a TerraVida dispensary, management will notify the Department and the grower/processor manufacturer of the subject product immediately. The dispensary will immediately cease dispensing the affected medical marijuana and coordinate the return of the recalled product with the grower/processor. All information related to the recall, including all steps taken to transfer products, will be recorded in MJ Freeway. These include:

- A copy of the complaint
- Name, address, permit number of the originating grower/processor who manufactured the affected product
- Name, product type, quantity, and product identification numbers of all recalled products
- Nature of the recall or complaint
- Name, contact information of the purchasing patient/caregiver, and date of transaction
- Date and time of any returned products
- Date and time of the product transfer to the quarantine room
- Name and employee identification number of all staff participating in any recall or product transfer activity
- If applicable, the date and time of product pickup from or transportation to the originating grower/processor for purposes of destruction and disposal, including the employee identification numbers of all staff participating in each step of the pickup/transportation activities
• If applicable, the date and time of product destruction and/or disposal, including the method of destruction/disposal and the employee identification numbers of all staff participating in each step of the destruction/disposal activities

If TerraVida identifies or receives any returned, unsafe, and/or recalled medical marijuana products, the management will immediately update the Department’s electronic tracking system with the appropriate entries reflecting the situation.

If applicable, TerraVida will have all returned, recalled, or otherwise unsafe medical marijuana transported back to the originating grower/processor. All medical marijuana handled in these circumstances will be continuously tracked in our inventory control system using our chain of custody SOPs.

Business Records
In accordance with 28 PA Code §1161.29, as well as, dispensary best practices adopted from Greenleaf Compassionate Care Center, TerraVida will create and maintain the following business records:

• Operational policies and procedures, including:
  ○ Employment policies and procedures, handbooks, manuals, and other documents
  ○ Security policies and procedures
  ○ Policies and procedures for receiving, packaging, labeling, handling, tracking, transporting, storing, disposing, returning, and recalling products containing medical marijuana
  ○ Workplace safety policies and procedures
  ○ Maintenance, cleaning, and sanitation policies and procedures
  ○ Policies and procedures to investigate complaints and potential adverse events
  ○ Policies and procedures related to the Department’s electronic tracking system

• Inventory maintenance and reporting procedures
• Other plans of operation
• Finance and planning records, including:
  ○ Annual budgets, financial forecasts, and other business planning reports
  ○ Transaction and sales records
  ○ Expenses and expenditures records
• Inventory audit records, both internally and independently produced
• Personnel files
• List of all vendors, contractors, consultants, and grower/processors in the State
• All notices and written communications with the Department
• Other business records used in the operation of our dispensaries
All business records, including full and complete plans of operation, will be made available to the Department upon request and during any inspection of our sites and facilities.

Other Records, Logs, and Reports
TerraVida will maintain many other records, logs, and reports which are not identified above, including: a) access logs of those who entered/exited the dispensary; b) maintenance, sanitation, and cleaning logs; c) quarantine logs; d) quality assurance inspection reports; e) disposal records; f) incident reports, including reports of any crimes or alarm/surveillance notifications; g) investigation reports (related to inventory discrepancies or suspected crimes); and h) reports of any emergencies.

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

Section 18 – Organizational Structure

<table>
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<th>Applicant’s Form of Organization</th>
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<tr>
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<table>
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<tr>
<td>PA Workers’ Compensation Policy Number (if applicant is currently doing business in Pennsylvania): n/a</td>
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</table>

The applicant affirms that workers’ compensation insurance will be obtained by the ☒ ☐
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:

The success and sustainability of any business begins and ends with people. The group of people an organization assembles, from the receptionist to the CEO, will determine its success or failure. TerraVida Holistic Centers has assembled an incredibly strong team of diverse individuals who bring unique qualifications, strengths, perspectives and disciplines to our organization. By utilizing and building on each individual’s strengths, TerraVida has already developed a comprehensive, strategic business plan, selected site locations based on extensive research and analysis, built highly developed financial plans, negotiated fiscally responsible purchase agreements, developed strong professional and community partnerships, and recruited the most distinct group of experts imaginable. The TerraVida team will ensure quality of patient care, product availability, inventory integrity, customer service, financial stability and growth, community support, diversity of our organization, and a corporate culture that puts people first. From patient care to employee engagement, TerraVida believes that a positive corporate culture, centered around people, is the key to sustainability.

Owners Adina Birnbaum and Christina Visco

Owners Adina Birnbaum and Christina Visco have a combined 50 years of retail and business experience. Their experience spans from business development, financial planning, assortment and inventory management, maximizing profitability, merchandising, negotiating price, customer service, and staff management. They are uniquely suited for this new business as they have both created successful start up companies during their careers, and managed them successfully for decades. Where most new businesses fail, Chris Visco and Adina Birnbaum have learned through success and struggle that if you develop strong strategies, surround yourself with the best and brightest, and remain flexible to change, you will adapt to ever changing market forces and build strong foundations for optimum success and sustainability.

Adina Birnbaum, CEO

Adina, along with her husband Valentin Gorski (TerraVida’s CFO), are co-owners of three retail stores in Southeastern Pennsylvania and New Jersey. They manage over 20 employees and provide a work environment that promotes excellent customer service and a vibrant and creative work atmosphere. Adina and Valentin built their businesses from the ground up. Starting at small craft shows and open-air markets, they expanded to temporary stores and opened their first in-line store in 1992.
In Pennsylvania, they own El Quetzal, a women’s boutique, gallery and gift shop which carries many products which are handmade by local artisans. One location is in the Chestnut Hill Section of Philadelphia with another El Quetzal located in Suburban Square in Ardmore, PA. Their third location, called Mandalay Trading Company is located in Princeton, NJ., and has been open for over 25 years.

El Quetzal’s Chestnut Hill, Philadelphia location has been open for over 50 years. Adina and her husband are the third owners of the location and took over and expanded the location more than 20 years ago. It is important to note that El Quetzal’s Chestnut Hill store is less than two miles away from TerraVida’s proposed Stenton Avenue location. Being a business owner and longtime resident in the Chestnut Hill/Mount Airy section of Philadelphia gives TerraVida a deep understanding of the community they hope to serve. Adina and her husband grew up in the area and know many residents and business owners. They are members of the Chestnut Hill Business Association and are leaders and volunteers in the community.

The fact that they have had successful retail stores which have survived for more than 25 years is a testament to their ability to navigate the ever-changing retail market. Additionally, their experience at negotiating leases, building out retail locations, sourcing fixtures and maximizing profitability by managing payroll, inventory and staff will help Terravida Holistic Centers to reduce costs and ensure financial stability.

Adina Birnbaum is known for her professionalism and integrity. Adina specializes in human resources, inventory management, and financial planning. Adina has the ability to create a work environment that is both professional and compassionate with a focus on training, problem solving, decision making, and staff motivation. Her experience in talent acquisition and staff supervision, as well as her focus on training and customer service, is one of the reasons that Adina’s retail businesses have succeeded and flourished while many other small retailers have failed. One of Adina’s core beliefs is that good customer service goes hand in hand with a great work atmosphere and environment. Adina’s quality staff management will be key to providing excellent patient services in the dispensaries.

In her stores Adina is responsible for inventory management, buying, and sales forecasting. In the ever changing and challenging retail environment, Adina is able to follow trend and understand and acknowledge her customers needs while working within budget. Adina is responsible for negotiating, problem solving, decision making, and communicating with vendors and suppliers. Adina’s experience with buying, negotiating and inventory control is crucial to the success and financial sustainability of TerraVida.

Adina is experienced in both property and lease negotiations. In four different locations, Adina has negotiated long term leases with both individual building owners and national corporations, and that ability has already successfully been put to the test in our successful
negotiations for TerraVida’s locations. Adina is a skilled negotiator with exceptional communication skills who is both a problem solver and a thoughtful decision maker. Adina’s skills coupled with her passion, compassion, and empathy will help TerraVida to maintain a successful, financially stable, and patient focused dispensaries.

**Christina (Chris) Visco, President and COO**

Christina Visco has worked in merchandising and marketing nearly all of her life. She is currently the Owner of PJ’s & Coffee Social Media Marketing, based in Conshohocken Pennsylvania. Chris works with small and large businesses, as well as startups to develop business and marketing strategies. Chris started her marketing firm focused on restaurants in 2008. Her business quickly evolved into a business consulting and marketing firm which specialized in social media and branding. Chris’ philosophy, which is very different than other firms, is that business is built through relationships, not self-promotion. Social media should be social, not promotional. If a company or business owner builds relationships with its target audience and customer base, they will have long term success, but over promoting on social networks is off putting and has a negative effect on a business. Chris has worked with many industries including restaurants, luxury car brands, retailers, e-commerce, real estate brokers, automotive, spas and salons, wholesale/manufacturers, developers, animal care services, as well as many others. She begins with any client by completing a comprehensive analysis of their business and makes recommendations on all aspects of the business model including organizational infrastructure, managing expenses, internal and external marketing strategies, quality control, processes and procedures to cut costs, add value and improve customer service. In 2011, Chris’ business added another category of service; political marketing, strategy and campaign management. She has successfully won 14 consecutive campaigns in six years.

After beginning her social media marketing business in 2008, Chris spent many hours a day on social media networks and was horrified to see what young people were posting online. As the mother of three, she immediately developed a social media safety seminar and began speaking to parents at community meetings and eventually to both students and parents in schools about the ramifications of their social media footprint. Chris’ experience in conducting educational seminars will be vital to TerraVida’s education and outreach programs in the communities they locate.

Much of Chris’ business success has come from her ability to look to the future, identify trends, and adapt quickly to the needs of a changing marketplace, no matter what the industry or the circumstance. Chris has had unique business experiences which have taught her to think strategically. Most of her life, she has purchased, sold and marketed product which she could not relate to on a personal level. Her ability to understand that, like in life, business is about putting the other person’s needs ahead of your own, is at the core of her success. As a merchant and a marketing professional, in almost every case, Chris has successfully developed product, assortments, as well as merchandising and marketing plans for products and services for which she could not relate.
At the root of Chris’ passion for business is analysis and vision. Throughout her career, as a merchant, manufacturer and marketing professional, Chris has exemplary analytical skills in all aspects of business development, growth and evolution. Her analytic skills include identifying a viable business opportunity based on market size and measured demand, analysis of demographic data and defining the target audience, and developing a product assortment and appropriate message which will resonate with that audience. Data analysis skills include the development of comprehensive financial plans, merchandising strategies, sales forecasting, product development and assortment planning based on sales and market trends, demographics, inventory turn, gross margin, and projected consumer demand. Chris’ analytical and strategic planning skills have resulted in the significant growth of numerous businesses over her career including a combined $10 million dollar sales increase or 40% comp store increase at Boscov’s over a 4 year period. At David’s Bridal, she grew a $17 million dollar business to $60 million in sales, a 59% growth overall, while the company grew at 30%. Margins grew from 75% to 84.9% over her tenure. Additionally, Chris took a Department of Justice program from $1 million in sales to $5 million in less than a year by taking over their sales projections and applying appropriate analysis and sales forecasting in conjunction with balancing their SAP, inventory management system.

Chris is a natural leader and believes deeply in the development of subordinates, and as such, has mentored many young executives throughout her career. Her motto has always been, “the best employee is the one who wants my job,” believing that hard work should be encouraged and rewarded. Chris understands the need for corporate structure, yet strives to create a work environment where all employees have a sense of equality, inclusion and the ability to contribute by sharing their thoughts and ideas. Chris’ current business is a qualified employer participating in the Drexel University CO-OP Program where she mentors college students through internships. She is also a public speaker and educates students and parents on social media safety, as well as speaking to business organizations including The Pennsylvania Bar Association, and the American Dental Association, where she gave a TED talk on The Development of a Successful Team.

Chris’ additional skills which will contribute to the business goals of TerraVida, are superior inventory management and integrity skills with experience in large inventory management software systems such as NCR and SAP and over 20 years of inventory assortment planning, and replenishment for thousands of skus (stock keeping units), and more than 16 categories of consumer goods. Her superior negotiation skills have produced significant gross margin increases, increased exposure in advertising and media, as well as, overall profitability to those she has represented. Finally, with over 30 years working in customer service related industries, coupled with her compassion for those TerraVida intends to serve, Chris will ensure that patients and caregivers are treated with superior service, kindness and respect.

In 2016, Adina, Chris and Valentin joined forces and opened Bun’s Bakery in The Flourtown Farmer’s Market following two unsuccessful attempts at the location by previous bakers.
Where the others had failed, they succeeded. After one year, Bun’s Bakery is among the top sales volume vendors in the 14 business market. Much of the success of this venture is teamwork, understanding their own strengths and weaknesses, the ability to distribute leadership accordingly, impeccable customer service, and meeting the needs of its unique clientele.

All of their experience will be utilized to develop strong business strategies and have already been shown in the extremely strong, qualified, and diverse team they have created to for TerraVida Holistic Centers. As seasoned professionals, Chris and Adina know that “they know what they don’t know”. Ego has no place in business and especially not in a business where your clients are patients. The needs of the patients, their access to care and the impact on community is at the forefront of TerraVida’s business plan.

Management and Advisory teams
The management and advisory team that Adina and Chris have assembled consists of seasoned, talented professionals from various fields complementary to their own personal experience. They have assembled an advisory board which includes a medical marijuana expert from Rhode Island who owns a grow and dispensary facility, an experienced pharmacist, an internist from New Jersey who is a current “recommending doctor” in New Jersey, a pediatrician who cares for children suffering with seizures, a security company which is owned and operated by former law enforcement officers, State Department operatives and cyber security experts, a disabled veteran and a member of the Veteran Multi-Service Board as their Veterans Affairs Director, a research partner from Fox Chase Cancer Center who will help frame patient surveys, collect data and utilize information to further research efforts of the use of medical marijuana for specific conditions, amongst other professionals to round out a diverse, uniquely experienced and compassionate team.

Dr. Seth Bock, the founding owner of Greenleaf Compassionate Care Center, Inc. in Portsmouth, RI will be TerraVida’s Supervisor of Medical Marijuana Operations. Dr. Bock has a long history of starting and running successful businesses. He and his fiancee, Dr. Julianne Stapleton opened the Newport Acupuncture and Wellness Spa. Dr. Bock helped grow this business from a two treatment room operation, into a thriving eight room center offering a wide variety of treatment modalities. In April 2010 Dr. Bock became the first person in the United States to submit an application for state licensure of a medical marijuana dispensary. Through his skill and persistence, he was able to overcome many obstacles, and open Greenleaf in May 2013. He brings his many years of experience in operating both Newport Acupuncture and Greenleaf, in the highly regulated state of Rhode Island. This, coupled with his years of providing care to those in need makes him a perfect fit for TerraVida. Seth’s experience in the medical marijuana industry and patient care will be critical to TerraVida’s success.

Valentin (Val) Gorski, TerraVida’s CFO, has co-founded four businesses. In each business, Val has provided strong financial and accounting leadership, handled daily accounting processes, managed vendor/supplier relations, managed payroll/employee relations, and overseen the
timely, accurate processing of invoices, purchase orders, expense reports, credit memos and payment transactions. Val has been responsible for the maintenance and adherence to federal, state, accounting and GAAP standards, addressed issues from employees and vendors regarding accounts payable, and ensured accurate and compliant files and records in accordance with government regulations. Val interacts with clients as well as vendors on a regular basis, and cultivates strong professional relationships. In addition, he has managed complex inventories using specialized software and administered the required computer networks. Val has over 35 years of experience owning and operating multiple businesses while overseeing their financial stability. His strategic, detail oriented and technically skilled account management skills will be crucial to maintaining TerraVida’s financial stability. He is known for his accuracy and timeliness in managing accounting functions for multiple companies from diverse industries. Val is responsible for the financial and strategic vision of the companies he oversees. He develops their business plans, oversees efficiency, and develops strategies for long term viability and growth.

In the medical marijuana industry, strong and ethical legal counsel is imperative, and Joseph (Joe) Centeno, TerraVida’s legal counsel, is an exceptional attorney. Joe Centeno is a partner in the law firm of Obermeyer Rebmann Maxwell & Hippel, LLP. His national practice includes collective and class action litigation, employment litigation, labor relations, policies, leave, termination of employment, joint employment, diversity, Title IX and executive employment agreements, and he counsels employers on virtually all employment and labor related laws and regulations. He has extensive jury trial experience and has been lead trial counsel in numerous high stakes trials. He also has broad experience in defending claims before state and federal agencies, including the Equal Employment Opportunity Commission and the Philadelphia Commission on Human Relations, where he served as a Commissioner by mayoral appointment. Mr. Centeno further represents public and private employers in matters relating to labor organizing, negotiations, arbitrations and issues before the National Labor Relations Board. TerraVida must be able to rely on sound legal advice and Joe Centeno’s ethical and expert guidance is crucial to the company’s ability to maintain a viable, stable, and successful company.

Security is of the utmost importance for TerraVida Holistic Centers, and Robert (Bob) Cubbin, TerraVida’s Director of Security, will assure that protocols are followed and security is maintained. Bob is a former Philadelphia police officer with over 40 years of experience in the criminal justice system. Bob Cubbin has received the Valor award, the highest honor from the Philadelphia Police Department for shoot out apprehension of armed bank robbers. Furthermore, Bob received honorable mention for assisting the FBI with the arrest of Philadelphia mob members. In addition to Bob’s law enforcement experience, he also is also an entrepreneur. After Bob’s illustrious career with The Philadelphia Police Department, he founded Main Line Protection Services, which he took from a one man startup to a firm with 70 employees and $3 million dollars in annual revenue. Bob sold the business in 2007, but continues to consult for them on cutting edge security solutions for businesses and individuals.
**Erica Wehner**, TerraVida’s Lead Pharmacist, is a highly educated and experienced pharmacist who is currently working as a Senior Medical Director at Complete Healthcare Communications, Inc., in Chadds Ford, PA. Erica not only has over eight years of retail pharmacy experience, but she also has over 13 years of experience in the healthcare communication field. Erica has developed content for faculty and speaker training meetings, scientific symposia, and continuing education projects. Erica’s skills with patients, as well as, patient and doctor education will prove invaluable to TerraVida’s success and development of community and patient education. In addition, her experience with patient care, verification of information, computerized dispensing of prescriptions, monitoring for appropriate dose and possible drug interaction as well as patient counseling will assure that TerraVida will have compassionate, expert, and qualified patient care.

**Dr. Karen Williams**, TerraVida’s Pediatric Medical Advisor, is an experienced pediatrician who lives in Richboro, PA. Dr. Williams has practiced in the Federally Qualified Health Center (FQHC) world for most of her career. For the last 24 years, Dr. Williams has been practicing at a community health center in Camden, NJ where she serves the uninsured, underinsured, and other patients from newborn to 18 years of age. She manages their acute and chronic problems as well as conducts well visits. Dr. Williams’ passion and compassion, as well as her dedication and outreach to the underserved, will guide TerraVida in developing outreach programs and reaching patients in underserved communities.

**Dr. Suzanne Miller**’s career has focused on psychology and oncology. She is a professor of cancer prevention and control at Fox Chase Cancer Center, where she also serves as Director of Psychosocial and Bio-behavioral Medicine Department. Dr. Miller will be the liaison between TerraVida and the doctors and researchers at the Fox Chase Cancer Center, as well as other doctors interested in cannabis research, to aid in data collection for patient based medical marijuana research. Her deep and diverse connections in the biomedical field will help to bring us together with researchers interested in expanding knowledge about the medicinal uses for, and efficacy of medical marijuana. TerraVida is committed to giving our data away to the medical community to help add to the body of medical knowledge. TerraVida believes that part of their success will be because of their commitment to community, education, patients, and research.

TerraVida’s Director of Community Relations, Inclusion, and Diversity, **Michael Joynes** brings a wealth of knowledge and experience in employment, diversity, community relations, and education. His leadership has had direct economic impact throughout many communities in Southeastern Pennsylvania. Michael has more than 30 years experience in workforce development, community and government relations. Michael specializes in recruitment, training, and outreach, and will be an integral part of TerraVida’s success in recruiting a diverse, talented, and compassionate staff.

**Rodney Little** has served his country for more than 35 years in the United States Army and in
veterans affairs. He will act as TerraVida’s Director of Veteran’s Relations facilitating recruitment of veterans for employment opportunities within our organization, as well as spearheading our veterans community support initiatives and outreach. TerraVida believes that strong community relations are an integral part of a business’ identity. Veterans services are a priority for our community “give back” program. Rodney has strong leadership skills. He currently advises organizations on the most efficient way to allocate resources to provide the greatest support to those in need. His participation will enhance TerraVida’s leadership team by bringing his truly unique perspective.

**Investors and Board of Management Team**

In addition to our advisory team, TerraVida is fortunate to have the guidance and advice from their investors and Board of Managers, many of whom are business owners themselves.

**Rich Lester** sits on TerraVida’s Board of Managers. He founded Veterinary Practice Partners in 2011, and has grown the company from a small startup to a 700 employee company which has been named to the Philadelphia 100 fastest growing companies for the last three consecutive years. With his knowledge of running a company with gross sales of over $42 million annually and his experience with current HR regulations and employee management, he will be there to help as TerraVida grows in the coming years.

**Gerard Genua** also sits on our Board of Managers and is the “elder statesman” of our team. His first career was in finance, where he worked for 20 years on Wall Street. After retiring comfortably at the age of 40, he bought Ansonia Bridal Veils, a small bridal headpiece company in Hoboken, New Jersey. Through 32 years of ownership he has identified many ways to improve productivity, increase quality and customer service, all the while cutting costs and steadily increasing profitability to a multi-million dollar business. Amazingly, Ansonia still manufactures its bridal veils in the USA.

**Gwendolyn Scott Hodges** is an investor and advisor who will bring more than 15 years of professional experience in the Pharmaceutical/Biotech/Insurance Industry to the table. She has demonstrated her ability to market in the present healthcare environment, transform health systems, and manage government programs, all skills which will be particularly relevant to TerraVida’s success in the emerging medical marijuana marketplace in Pennsylvania.

**Jeff Kaliner**, who was one of TerraVida’s first investors, is an entrepreneur who co-founded Power Home Remodeling Group which was has become one of the country’s largest exterior home remodeling companies with more than 1500 employees and $400 million in annual revenue. Jeff shares the same “people first” values of TerraVida. His vast knowledge of construction and business negotiations will help guide our efforts as we build out our commercial properties to be fully operational in six months from the date of licensure for our medical marijuana dispensaries.
**Facility Security**

As the safety of the staff and facility is of unparalleled importance, TerraVida will work with Main Line Protection Services, LLC (MLPS), and will employ their impeccably trained security personnel who all have police, military, or similar background and experience. MLPS specializes in guard services and cutting-edge electronic security solutions. Their founders include retired police officers with decades of service with the Philadelphia and Lower Merion Police Departments and their staff includes former FBI and military police personnel. Community confidence in the safety and security that TerraVida brings to their neighborhood will be enhanced by employing this strong team of security experts. MLPS has worked with clients on three continents and are familiar with vault construction and security, providing the highest quality security personnel for whatever situation is at hand, and have deep knowledge of both network and cyber security issues, all of which will come into play as they construct secure and safe facilities that are manned with the best possible personnel.

**Locations**

A large part of the success of any business is the response from the community for which you serve. TerraVida has chosen our locations for many reasons, not the least of which is community support. If the community supports a business, it will flourish. TerraVida has received support in Pennsylvania from the top down. Former Governor Ed Rendell has given us a letter of support as have many current State Senators, State Representatives, law enforcement, veterans groups and local officials.

TerraVida’s Sellersville, Bucks County location is an underserved area of Upper Bucks County. The Community has embraced us and the Township Manager, David Rivet, wrote us a zoning letter almost immediately upon request. Additionally, the township has written us a letter of support. TerraVida met with Margie McKevitt the Coordinator for the Economic Development & Planning Services at the Bucks County Planning Commission who was excited about the prospect of TerraVida bringing economic growth, patient access and investment in veterans services to Sellersville Township and Bucks County.

In Montgomery County, Abington Township provides for the greatest access to the most people of any location in the county and is in close proximity to 3 cancer centers, a mile from Abington Hospital, and surrounded by many medical offices. Chris and Adina also have deep-seated roots there and have overwhelming community support. Township Commissioners John Spiegelman, Tom Hecker, and Lori Schreiber are all people Adina and Chris have worked with to support the local community and who are enthusiastically in favor of our medical marijuana dispensary being located in the township. The state legislators for Abington, State Senator Art Haywood and State Representative Madeleine Dean are all extremely supportive and eager for the program to get underway and want to see a TerraVida dispensary in their community.
TerraVida also met with the Chief of Police Livingood in order to ensure law enforcement support and comfort level. They reviewed their business plan, security measures and answered questions. They discussed community meetings to inform and educate the public, and have plans to bring both law and fire enforcement officials into the TerraVida building to further discuss and illustrate their security plans in advance of licensure.

Neighboring Commissioner, Drew Sharkey from Cheltenham Township and State Representative Stephen McCarter whose constituents will have access to care via the Abington locations are enthusiastic and supportive about our ability to successfully operate and provide excellent customer care. Chair of The Montgomery County Board of Commissioners, Dr. Valerie Arkoosh is enthusiastically supporting TerraVida and considers them the most qualified, knowledgeable and prepared applicants to approach her.

In Philadelphia TerraVida has selected a property that will serve a dense population in Northwest Philadelphia and has letters of support from community and local officials. The Mt. Airy location will serve a diverse population of multiple ethnicities and socio-economic status. TerraVida was invited to speak to a group of neighbors about medical marijuana. Several of the attendees asked if they could write letters of support. This is a community hungry for both economic development and patient access. This location also serves the neighboring township of Springfield Township where Chris and Adina have close community ties and support from township commissioners.

Understanding, supporting and being involved community members is key to the success of any business, but is especially true in the dispensary business. The compassion, integrity, and commitment to community that Chris, Adina, and the entire TerraVida team embody will allow them to be successful in the communities where they locate. Furthermore, their existing community relationships, recruitment of staff from within each community, and development of community advisors will ensure growth and sustainability for each of their dispensaries.

Section 20 – Current Officers
Provide the position, title in the applicant’s business, and address information for all current officers, directors, partners or trustees.

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
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<tbody>
<tr>
<td>First Name: Christina</td>
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<tr>
<td>Occupation: Business Owner</td>
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<tr>
<td>Also known as: Christina Joanne Durante</td>
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<tr>
<td>Address Line 2: Text Here.</td>
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<tr>
<td>Phone: DOH REDACTION</td>
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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application
| First Name: | Adina | Middle Name: | Esther | Last Name: | Birnbaum | Suffix: | 55555 |
| Occupation: | Business Owner | Title in the applicant’s business: | VP |
| Also known as: | DOH REDACTION | Date of birth: | DOH REDACTION |
| Address Line 1: | DOH REDACTION | Address Line 2: | Text Here. |
| Address Line 3: | DOH REDACTER | City: DOH REDACTION | State: | DOH REDACTION |
| Phone: | DOH REDACTION | Fax: N/A | Email: DOH REDACTER |

Name and Residential Address

| First Name: | TEXT HERE | Middle Name: | TEXT HERE | Last Name: | TEXT HERE | Suffix: | 55555 |
| Occupation: | TEXT HERE | Title in the applicant’s business: | TEXT HERE |
| Also known as: | TEXT HERE | Date of birth: | MM/DD/YYYY |
| Address Line 1: | TEXT HERE | Address Line 2: | Text Here. |
| Phone: | TEXT HERE | Fax: TEXT HERE | Email: TEXT HERE |

Name and Residential Address

| First Name: | TEXT HERE | Middle Name: | TEXT HERE | Last Name: | TEXT HERE | Suffix: | 55555 |
| Occupation: | TEXT HERE | Title in the applicant’s business: | TEXT HERE |
| Also known as: | TEXT HERE | Date of birth: | MM/DD/YYYY |
| Address Line 1: | TEXT HERE | Address Line 2: | Text Here. |
| Phone: | TEXT HERE | Fax: TEXT HERE | Email: TEXT HERE |

Title in the applicant’s business:

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
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

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th>First Name: Christina</th>
<th>Middle Name: Joanne</th>
<th>Last Name: Visco</th>
<th>Suffix:</th>
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<td>Title in the applicant’s business: Principal</td>
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<tr>
<td>Also known as: Christina Joanne Durante</td>
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<tr>
<td>Stock type or class:</td>
<td>Number of shares held:</td>
<td>Date Acquired:</td>
<td>Percentage of outstanding voting stock:</td>
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<tr>
<td>Series A Membership Units</td>
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<td>01/11/2017</td>
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<td>Stock type or class:</td>
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<th>Last Name: Lester</th>
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**Stock type or class:** Series A Membership Units

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<th>Percentage of outstanding voting stock:</th>
<th>Terms, conditions, rights and privileges:</th>
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<td>2.9%</td>
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### Name and Residential Address

<table>
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<tr>
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<th>Middle Name: Gail</th>
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<tbody>
<tr>
<td>Occupation: Retired</td>
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<table>
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**Stock type or class:** Series A Membership Units

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<tr>
<td>2.9%</td>
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<tr>
<th>First Name: Amy</th>
<th>Middle Name: Jan</th>
<th>Last Name: Palmer</th>
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<tbody>
<tr>
<td>Occupation: Mother</td>
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**Stock type or class:** Series A Membership Units

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<th>Terms, conditions, rights and privileges:</th>
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<td>2.9%</td>
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### Name and Residential Address

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<tr>
<th>First Name: Jeffery</th>
<th>Middle Name: Ian</th>
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<tbody>
<tr>
<td>Occupation: Real Estate Developer</td>
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<table>
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<td>Fax: N/A</td>
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**Pennsylvania Department of Health**

**Medical Marijuana Dispensary Permit Application**
### Stock Information

<table>
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<tr>
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<th>Number of shares held:</th>
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<th>Percentage of outstanding voting stock:</th>
<th>Terms, conditions, rights and privileges:</th>
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</thead>
<tbody>
<tr>
<td>Series A Membership Units</td>
<td>2.9%</td>
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### Name and Residential Address

**First Name:** Gwendolyn  
**Middle Name:** Otelia  
**Last Name:** Scott-Hodges  
**Suffix:** 555555

**Occupation:** Independent Insurance Contractor  
**Title in the applicant’s business:** Principal

**Also known as:** TEXT HERE

**Address Line 1:** DOH REDACTED  
**Address Line 2:** TEXT HERE  
**Address Line 3:** TEXT HERE  
**City:**  
**State:**  
**Zip Code:** DOH REDACTED

**Phone:** 208-362-7189  
**Fax:** N/A  
**Email:** DOH REDACTED

**First Name:** James  
**Middle Name:** Allen  
**Last Name:** Donerkiel  
**Suffix:** 55555

**Occupation:** Real Estate Appraiser  
**Title in the applicant’s business:** Principal

**Also known as:** Jim

**Address Line 1:** DOH REDACTED  
**Address Line 2:** Text Here  
**Address Line 3:** TEXT HERE  
**City:**  
**State:**  
**Zip Code:** DOH REDACTED

**Phone:** 208-362-7189  
**Fax:** N/A  
**Email:** DOH REDACTED

**First Name:** Gerard  
**Middle Name:** Gennaro  
**Last Name:** Genua  
**Suffix:** 55555

**Occupation:** Business Owner  
**Title in the applicant’s business:** Principal

**Also known as:** TEXT HERE

**Address Line 1:** DOH REDACTED  
**Address Line 2:** Text Here  
**Address Line 3:** TEXT HERE  
**City:**  
**State:**  
**Zip Code:** DOH REDACTED

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

### B. For partnerships and LLPs

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<tr>
<td><strong>Phone:</strong></td>
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<tr>
<td><strong>Partner Type:</strong></td>
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# Medical Marijuana Dispensary Permit Application

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<table>
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<th>Description of participation in operation of the applicant</th>
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<tbody>
<tr>
<td>☐ General/Full Partner</td>
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<td>MM/DD/YYYY</td>
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</tr>
<tr>
<td>☐ Dormant/Silent Partner</td>
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<td>MM/DD/YYYY</td>
<td>TEXT HERE</td>
</tr>
<tr>
<td>☐ Other</td>
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## Name and Residential Address

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## Name and Residential Address

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

<table>
<thead>
<tr>
<th>Phone: TEXT HERE</th>
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<th>Email: TEXT HERE</th>
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</table>

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

**Percentage of ownership:**  
(TEXT HERE)

**Partnership participation from:**  
MM/DD/YYYY

**Description of participation in operation of the applicant:**  
(TEXT HERE)

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**Name and Residential Address**

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**Also known as:** TEXT HERE  
**Date of birth:** MM/DD/YYYY

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

**Percentage of ownership:**  
(TEXT HERE)

**Partnership participation from:**  
MM/DD/YYYY

**Description of participation in operation of the applicant:**  
(TEXT HERE)

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**Name and Residential Address**

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**Title in the applicant’s business:** TEXT HERE

**Also known as:** TEXT HERE  
**Date of birth:** MM/DD/YYYY

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**Partner Type:**  
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- [ ] Dormant/Silent Partner  
- [ ] Other: TEXT HERE

**Percentage of ownership:**  
(TEXT HERE)

**Partnership participation from:**  
MM/DD/YYYY

**Description of participation in operation of the applicant:**  
(TEXT HERE)
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<tbody>
<tr>
<td>First Name: TEXT HERE</td>
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<tr>
<td>Occupation: TEXT HERE</td>
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<td>Also known as: TEXT HERE</td>
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<tr>
<td>Address Line 1: TEXT HERE</td>
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<tr>
<td>Phone: TEXT HERE</td>
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</tbody>
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If more space is required, please submit additional information on other partners in a separate document titled “Interest of Other partners (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.

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

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
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<tbody>
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<td><strong>Occupation:</strong> TEXT HERE</td>
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<td><strong>Also known as:</strong> TEXT HERE</td>
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<td><strong>Address Line 3:</strong> TEXT HERE</td>
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<tr>
<td><strong>Phone:</strong> TEXT HERE</td>
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<tr>
<td><strong>Nature, type, terms and conditions of the interest in the applicant:</strong> TEXT HERE</td>
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</tbody>
</table>

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:
Both Adina Birnbaum and Christina (Chris) Visco, having watched loved ones suffering with debilitating diseases, have been following the medical marijuana industry for years. Adina’s interest in medical marijuana started when her neighbor Doug was diagnosed with pancreatic cancer. Doug died within a year of being diagnosed. One of the few things that helped Doug with pain and the nausea associated with the treatment he had in the beginning stages of his diagnosis was medical marijuana. Caring for Doug, along with his wife Nancy, was a labor of love. Doug taught Adina how to deal with illness and how to die with dignity. Doug was grateful that he had access to medical marijuana, and Adina couldn’t imagine how someone with his level of pain could be denied legal access to this extremely helpful medicine. In 2013, after seeing a CNN special about a little girl named Charlotte, who was on her deathbed when doctors finally agreed to treat her with medical marijuana, Chris was horrified that a child was brain damaged and almost died because of the fear of a natural substance. Adina and Chris discussed at length the hope that our government would realize the value of medicinal cannabis. When Act 16 was signed last April, the two women started the process of developing a plan to provide access of care to as many patients as possible in Southeastern Pennsylvania, where they have lived all of their lives.

Owners - Historical Community Impact

Adina and Chris, the women owners of TerraVida Holistic Centers, have been invested in their communities for most of their lives. Individually, and as a team, both Chris and Adina have been active members of the communities where they live and work. Adina and Chris met when they were working with the community, volunteering for a Presidential campaign, knocking doors, making phone calls and learning about issues critical to their community.

Adina grew up in Plymouth Meeting, Pennsylvania. Her mother was an elementary school teacher for over 25 years and her father worked for the Navy as a mathematician at the Johnsville Naval Air Station in Willow Grove, PA. Her family was steeped in the ideals of diversity, inclusion, social justice and stewardship.

In every aspect of her life, Adina has always given back, volunteering hundreds of hours each year. In her neighborhood, in her business, and in her family life, Adina has always volunteered her time. For example, in her neighborhood, Adina, along with her neighbors, worked with the Board of Commissioners, the County Commissioners, and the Springfield Township Historical Society to save “The Black Horse Inn” which today is one of the few historic buildings left standing in Springfield Township.

In her business, when Adina was importing clothing and gifts from Thailand, she bought many of those items from the Hilltribe Handicraft Project, a cottage industry program set up by Queen Sirikit to promote Hilltribe crafts and support the Hilltribe people. A portion of the profits from her company were donated back to the project. Today, Adina owns and operates two retail boutique stores in Pennsylvania; one in Montgomery County located at Suburban
Square in Ardmore, and one in Philadelphia County located in the Chestnut Hill section of Philadelphia and a third in Princeton, NJ. In her stores, Adina hosts fundraisers and events for local groups including, Susan B. Komen Foundation, Meals on Wheels, the local Water Tower Gymnastics Program, Toys for Tots, and Cradles to Crayons and others.

In her family, Adina has volunteered at her children’s’ schools, volunteering as class parent, Co-PTO Chair, as well as, volunteering at the school’s book store every month. In addition, Adina has a love and passion for music and music education. She volunteers and helps to lead the Odyssey Program of American Folk Music which brings professional musicians into schools. This program is sometimes the only music education the children receive.

Chris grew up in a service-oriented household with a father who was a Montgomery County Detective and a mother who volunteered her time helping the needy and sat on the boards of Women’s Way and the Interfaith Hospitality Network. As a child, she participated in service projects, assisting her mother and grandmother at local charity functions, and with her father volunteering time at many events supporting firefighters and community programs. She has instilled the same values in her children who have been volunteering for various causes since they could walk. Today, the entire family volunteers for P.A.L.S, a no-kill animal shelter in Chester County.

In 2007, when Bernadette Giongo was murdered by her husband in front of their 7 year old son in Conshohocken, leaving their children essentially orphaned, Chris’ father, John created the Children’s Advocacy Fund. Chris, as well as, other community leaders assisted in the effort to raise funds. Together they raised more than $200,000 for the children.

In Chris’ small neighborhood located in Springfield Township, Montgomery County, two young brothers suffer from Progeria, a rare genetic disorder in which symptoms resembling aspects of aging are manifested at a very early age. Each summer Chris, her husband Bill, and a few neighbors host a community block party with 100% of the proceeds, including their out of pocket costs, going to The Progeria Research Foundation. They have raised more than $25,000 for the cause. Without a cure, the young boy’s life expectancy is only 13 years. They are now 8 and 11 years old.

After beginning her social media marketing business in 2008, Chris spent many hours a day on social media networks and was horrified to see what young people were posting online. As the mother of three, she immediately developed a social media safety seminar and began speaking to parents at community meetings and eventually to both students and parents in schools about the ramifications of their social media footprint. Additionally, Chris has volunteered her time as the social media coordinator, raising thousands of dollars for former Montgomery County District Attorney Risa Ferman’s child advocacy center, Mission Kids. Mission Kids Child Advocacy Center provides advanced expertise in child abuse. The center has transformed the lives of abused children by removing bureaucracy, and providing a safe, nurturing environment for victims of child abuse to tell their story once, without interrogation.
or the need to testify in front of their abuser.

As community activists, Adina and Chris have joined forces more than once. In March of 2015, The Flourtown Farmer’s Market, home to 14 small businesses and operating for more than 25 years in Springfield Township, received notice from their landlord that the vendors had four months to vacate the premises. The CVS pharmacy attached to the market had plans to buy the building and take over the entirety of the square footage. Without hesitation, Chris and Adina sprang into action to save the market. Adina created an online petition while Chris created a Facebook page, “Save The Market.” Using her social media networks, Chris began tweeting to local news media and sharing the petition with thousands of people. Within a month, the petition had over 2,000 signatures and the Facebook page nearly 2,500 likes.

In April, they reached out to county and township officials, called the news media and organized the community to rally to save the market. Every major news organization in the Philadelphia area covered the event. Hundreds of people, including County and Township Commissioners, State Senators and Representatives, came out to shop, hold signs and support the vendors. The movement went viral and caught the attention of a local developer who had just purchased a building with a plan to develop the property into office buildings. The developer saw an opportunity to quickly rent his building and had drawings designed to move the market a half a mile up the road.

While working with the township, the vendors, and the developer to quickly expedite zoning approvals, Adina and Chris also put pressure on CVS to provide some relief for the months of lost business, which were inevitable, while the new market was built. They sent their petition, now with more than 5,000 signatures, tweeted incessantly and sent emails and Facebook messages to CVS executives. At the same time, they solicited funds from the county to assist the businesses in their move. Most of their equipment was too old to survive the move. The county came through with loans to purchase all of their new equipment, and after months and months of relentless pressure, Chris and Adina persuaded CVS to give the business owners $50,000 to be divided equally. 17 months later, The Flourtown Farmer’s Market is stronger than ever and the 14 vendors are thriving.

In 2016, Chris and Adina purchased the bakery inside the market and have built a successful business which gives back to the community by donating to many locate charities and donating thousands of dollars of food a year to the homeless, facilitated by Germantown Church of The Brethren.

Our Team - Deep Rooted in Pennsylvania - Community Impact

Michael Joynes, TerraVida’s Director of Community Relations, who also acts as TerraVida’s Diversity and Inclusion Manager has had direct economic impact throughout many communities in Southeastern Pennsylvania. Michael has devoted his life to his community
service and his employment history reflects this commitment. Michael lost his mother at age three. He bounced around from family member to family member and instead of following down the path of drugs and violence, which many other African American males of his age had chosen, he rose above it. Michael changed the face of his Philadelphia neighborhood by reshaping the impact of gangs from those who harmed the community, to those who contributed to the community by ending gang warfare. Since majoring in Business Administration and Social Welfare in college, Michael’s career has been focused on community relations, working as Chief of Staff for the late State Senator Roxanne Jones, followed by providing employment opportunities to minorities while working for the Philadelphia Workforce Development Corporation and Philly Works, Inc. He also acts as an independent consultant providing workforce development skill workshops to participants who were enrolled with the Father’s Day Rally Committee. Additionally, he conducts workshops in prisons, preparing prisoners for reentry into the workforce.

Rodney Little, a disabled veteran, was born and raised in Philadelphia. He served his country as a Sergeant Major in the U.S. Army and continues to dedicate his time to veterans here in Pennsylvania by serving on the board of the Veterans Multi-Service Center. The Veterans Multi-Service Center serves three hot meals a day to homeless veterans and provides veteran entitlement assistance to ensure veterans are knowledgeable about, and have access to, their entitled benefits. The center provides housing and clothing for veterans, training programs, a computer center, and assists veterans in writing resumes and improving computer literacy. They operate a women’s center which provides a communal space for Women Veterans and their families. Rodney, who will act as TerraVida’s Director of Veterans Affairs has also served on U.S. Senator Pat Toomey’s Military Academy Selection Panel, and former Pennsylvania Governor Tom Corbett’s Advisory Commission on African American Affairs. Working for the Philadelphia Housing Authority, he coordinated and conducted lectures and presentations in the areas of Crime Prevention, Child Safety Relating to Kidnapping, Gun Safety, and Child Abuse and Exploitation.

Joseph Centeno, a first-generation Filipino American who has been a leader in diversity in the legal profession having served as President of the Asian Pacific American Bar Association of Pennsylvania and the National Asian Pacific American Bar Association, which is the voice of over 70,000 Asian American lawyers. He also currently serves on Comcast NBC Universal’s external Joint Diversity Council and as the General Counsel to the Minority Corporate Counsel Association. Joseph is the Chairman of his law firm’s labor and employment department, the founder of his firm’s Diversity Committee and a member of the firm’s management committee. Joseph has served on the Philadelphia Commission on Human Relations by mayoral appointment, on the board of the Philadelphia Bar Association, and the Homeless Advocacy Project.

Many of TerraVida’s investors became involved with the company because of TerraVida’s compassionate commitment to community and patients. Many give back to their community and devote their time and talent to the underserved.
Gwendolyn Scott-Hodges (Gwen), an African-American female, has more than 15 years of professional experience in the Pharmaceutical/Biotech/Insurance Industry. Gwen currently serves as member of the Board of Directors of Family Services of Bucks County, School Committee member Newtown Friends School, Clerk of Trustees Newtown Friends School, Member Bucks County Links, Inc., Associate Member of Jack & Jill of America. Gwen is a woman who believes in advocacy, education and community.

Jeff Kaliner, co-founder of Power Home Remodeling Group and owner of Oasis Property group is a board member and fundraiser for the Alex’s Lemonade Stand Foundation, a leader in the fight against childhood cancer, where he has raised over $500,000 for the foundation.

Amy Palmer has worked for various non-profit and educational institutes including the ALS Foundation. Today Amy is a full-time mother who volunteers regularly at her children’s school. She also volunteers for C-CAP, Careers through Culinary Arts Program, which transforms the lives of disadvantaged youth through the culinary arts and prepares them for careers in the restaurant and hospitality industry.

Jo Blumenthal, a lifelong resident of Pennsylvania taught 5th grade in Stroudsburg, PA right out of college, and volunteered with special needs children and adults at the local YMCA. After she got married and had children, Jo became an active PTO member. Jo designed and implemented a yearlong “reachout” program that involved all grade levels, many charities, hospitals, community members and organizations and she presented peer mediation and conflict resolution training to the high school faculty. Jo was a founding member of The Abington Community Taskforce serving as Co-Chair of the Service/Religious, Parent and School Committees. Jo was an elected member of the Abington Township School Board for six years. In the community, Jo devoted her time to Citizens and Police Together, The NAACP, Abington Human Relations Board, Community Partnership of Youth and Adults, We Can Say No, Odyssey of the Mind, and Kiwanis. She is particularly delighted that TerraVida plans to locate in her home town of Abington Township.

**Health Care Team - Community History**

Dr. Seth Bock, TerraVida’s Supervisor of Medical Marijuana Operations, is currently the CEO of Greenleaf Compassionate Care Center, inc., (Greenleaf) one of three licensed medical marijuana dispensaries in the highly regulated Rhode Island Medical Marijuana Program. Greenleaf, TerraVida’s Medical Marijuana affiliate, is the first licensed Medical Marijuana Facility in the Country. For over 20 years Dr. Bock has been involved in helping people improve their lives. During college he worked as a personal assistant for a severely handicapped student. His first jobs included positions at the Dana-Faber Cancer Institute and the Brigham and Women’s Hospital.

TerraVida’s Pediatric Medical Advisor, Dr. Karen Williams lives in Richboro, PA. For the last 24 years she has worked as a Pediatrician at a Federally Qualified Health Center (FQHC) in a community health center in Camden, NJ. In Camden, Dr. Williams serves the uninsured, the
underinsured, and other patients from newborn to 18 years old. She manages their acute and chronic problems in addition to well child care. Dr. Williams is a member of the Bucks County Chapter of The Links, Inc., a national organization of African American women who provide community service to their communities. In addition, she sits on the Services to Youth facet and chairs the Health & Human Services facet (HHS). They developed Youth Council in which middle & high schoolers are taught skills to be good leaders. The Services to Youth facet also gives scholarships locally & internationally. Dr. Williams’ local chapter has adopted a village in Ghana, West Africa and financially supported them in their efforts to build a health center. They annually raise funds to send several Ghanaian students to high school by paying their tuition and boarding fees for four years. They also give scholarships to Bucks County students to help them attend college. The HHS facet brings the Colgate dental van to various venues in Bucks County to screen children up to 12 years of age. Currently, they are beginning a partnership with a mobile dental van organization that provides screenings as well as treatment for the elderly, veterans, as well as other needy populations in Camden, NJ.

Dr. Isaak Ino Helegoua, is an internist and an advisor to TerraVida. Dr. Helegoua decided after a 30 year long career in Long Island to move to Princeton and look for part time work where he could give back to underserved communities. Dr. Helegoua writes, “I was blessed with the chance to assist the poor in Trenton at St. Francis hospital.” His ability to speak Spanish has been an asset for the majority of the patients he sees, and the ability to see the difference that he makes in his patients lives has pushed him to work harder now than he ever has.

Locations - Community Impact
Chris and Adina have been entrenched in their community for years, having volunteered for numerous community organizations, making weekly food donations to feed the homeless, supporting sick children in their communities, advocating for open space, and relief to township residents with flooding issues, just to name a few. Terravida Holistic Centers’ home office is located in Chris’ hometown of Conshohocken. They located there in the hope of bringing tax revenue and jobs to a diverse borough which helped mold the person Chris is today. Their love for community is why they have chosen locations each with unique qualities, where they feel they can offer the best access and care to patients, and have strong economic impact. They have chosen the following locations:

Sellersville, Bucks County: TerraVida chose Sellersville for several reasons. The Borough and its surrounding townships are communities with very little access to public transportation. Their location is close to the major artery of route 309, and strategically placed between the population centers of Doylestown and Quakertown. This would ensure access to patients from Upper Bucks County, whereas, many locations in Bucks, Philadelphia and Montgomery Counties will be able to serve Lower Bucks County. The Sellersville community is wonderful and has welcomed TerraVida with open arms. TerraVida is committed to improving the lives of veterans in their area by providing an expanded shuttle service from Upper Bucks County to VA Hospitals in the region.
**Abington Township, Montgomery County:** This location is in close proximity to 3 cancer centers, a mile from Abington Hospital, surrounded by medical offices, will serve three counties and at least six townships, and has an incredible public transportation system which brings thousands of people into the area regularly. TerraVida currently supports the Abington PAL, Willow Grove NAACP, and The Abington Food Pantry. Our financial support will increase as we grow.

**Mt Airy, Philadelphia County:** Mt. Airy is in a densely populated area of Philadelphia County. It neighbors Springfield Township, Montgomery County, and the Chestnut Hill and Oaklane sections of Philadelphia. Public transportation is plentiful providing excellent patient access via 3 bus lines, a bus stop at the corner of the block and several nearby train stations. TerraVida has already been invited to community meetings in the area to provide education to residents. As veteran services are of importance to us, we will be providing financial support to the Veterans Multi Service Center and actively recruiting veterans for employment. Additionally, our neighbors are in desperate need of a new alley which we intend to replace for them immediately.

**Community Relations**

Adina, Chris, and TerraVida’s Director of Community Relations, Michael Joynes have met with a myriad of business leaders, elected officials, township employees and law enforcement personnel including County Commissioner Valerie Arkoosh, State Senator Art Haywood, State Representative Steve McCarter, State Representative Madeleine Dean, Montgomery County Sherriff Sean Kilkenny, Borough manager David Rivett, Philadelphia Councilman Derrick Green, Councilwoman Cindy Bass, Commissioner John Spiegelman, Former Governor Edward Rendell, Director of Code Enforcement, Larry Matteo, Zoning Officer Mark Penacale, and others.

In Montgomery County Adina and Chris met with Dr. Valerie Arkoosh, Chair of the Board of County Commissioners. Commissioner Arkoosh was enthusiastic about TerraVida’s application and was very pleased to learn that they are a Pennsylvania based, woman owned and operated business which would be providing high paying jobs and extraordinary benefit packages to Montgomery County Residents. In our meeting, we shared our mission to serve patients, provide high-paying jobs within the community, and be compassionate, involved community neighbors. Commissioner Arkoosh shared with Chris and Adina that they were the most knowledgeable and well prepared applicants with whom she had met. Please see attached letter of support.

State Senator Art Haywood represents the largest senatorial district in the Commonwealth and serves both Montgomery and Philadelphia Counties. Although they are in different counties, two of TerraVida’s chosen locations will fall within the 4th Senatorial District. Senator Haywood understands the importance of paying a living wage and giving back to the community. These two locations will create more than 50 high paying jobs in his district. He
was encouraged to hear about TerraVida’s plans of hiring within the communities where they locate. More importantly Senator Haywood supported their plan to pay entry level positions no less than $15.00 an hour plus benefits and profit sharing. Please see attached letter of support.

In fact, most of the elected officials Adina and Chris met with agreed to write letters of support. A few were unable based on previous decisions not to write letters in regards to this program. However, each and every elected official was impressed with TerraVida’s business plan, their advisory board, and their commitment to patients and community.

In each of their locations, TerraVida is committed to hiring from within the local community, whenever possible. In Montgomery County TerraVida met with Tiffany O’Neill, the Executive Director of the Montgomery County Development Corporations, has become a member, and is committed to hiring from within the County. In Bucks County they met with Margie McKevitt, the Coordinator for the Economic Development & Planning Services at the Bucks County Planning Commission, and spoke about partnering with them for planning and development needs. TerraVida will also partner with Philly Works, Inc. to employ qualified applicants from Philadelphia. Additionally, Rodney Little, TerraVida’s Director of Veteran’s Affairs will be actively recruiting veterans through Veteran Multi Service Center.

In addition to speaking with officials, Adina and Chris have had a number of conversations with patients and patient advocates. For example, they have spoken with a number of moms who are part of Campaign 4 Compassion. Cara Salamme, the leader of Campaign 4 Compassion shared her story of her son and his seizures. The voice of Cara, and the other moms fighting for medicine, along with their advocacy and their persistence largely influenced Pennsylvania’s decision to pass Act 16. Another patient advocate, Ben Wagner, is a friend who has been suffering with Cancer for many years. His use of medical marijuana has been key to his recovery and treatment. While Ben will always have cancer, and has to undergo medical surgeries every six months, Ben is committed to enjoying life, the love of friends and cherishing each day. He cannot imagine his life without medical marijuana, and it has given him relief in many ways. He is grateful that he has been able to procure medical marijuana from other states, but he looks forward to the day he can purchase the medical marijuana he needs legally in Pennsylvania. Knowing the patient’s needs, and having their support and guidance will help TerraVida to provide the best patient services possible. Patient Care is our number one priority.

**Community Commitments**

TerraVida has already begun to have in depth conversations with local officials and community members on where they can make the biggest impact and help the most people. In addition to giving to the local community at large, TerraVida is committed to giving back to local veterans who have sacrificed so much for so many, and for whom we owe not only our gratitude, but our financial and emotional support.
Veteran’s services are a priority for TerraVida’s community “give back program.” We have allocated hundreds of thousands of dollars per year to supporting veterans services. TerraVida has made commitments to The Veterans Multi Service Center, the Bucks County Veteran’s Transportation Program, The North Penn VFW, VFW Forrest Lodge Post #245 in Sellersville, and will partner with the VA Hospitals to share data and expand research beneficial to veteran patient services. TerraVida currently supports Abington P.A.L., Willow Grove NAACP, Mission Kids Child Advocacy Center, PALS, a no kill animal shelter in Chester County, and is a member of the Montgomery County Veterans Photo ID Card Program.

**Educational Outreach to Patients and Physicians**

TerraVida’s owners, Adina Birnbaum and Chris Visco are advocates and educators in their communities and believe strongly that education is the key to this program’s success. Chris currently owns and operates a social media marketing company which offers educational seminars to parents, teachers and students on the importance of social media safety. Chris has also been the keynote speaker for Fortune 500 Companies, The Pennsylvania Bar Association and gave a TED Talk at the American Academy of Dental Practice Administration (AADPA) conference in California.

TerraVida, with the supervision and experience of Chris Visco, will organize and coordinate public education programs that will educate the community and help them to better understand the strict regulations governing dispensary operations, explain how the program works, and who it helps.

Chris Visco and Adina Birnbaum were invited to host a community meeting on March 11, 2017 at the home of Yosma and Mike Luby located in the Mount Airy section of Philadelphia. Neighbors and friends gathered to learn more about the program and asked many questions about Pennsylvania’s medical marijuana program. Miles Thompson, a substance abuse counselor, shared his concerns, but also his belief that medical marijuana could be a less harmful alternative pain management option. Nancy Verruto, a Mount Airy resident spoke about her nephew with IBS who suffered for years until he found medical marijuana in his home state of Illinois. Many residents expressed their support of the program, but some also expressed fears of having a dispensary in their own neighborhood. After hearing of the forms of product available and the security measures required, those who were originally concerned instead felt reassured. In conducting their first information session they learned the importance of patient experiences and decided that in the future they would either bring a patient advocate or show a video of a patient who had been treated and helped with medical marijuana. TerraVida was also invited to speak at the Church of our Savior in Jenkintown, and The North Penn VFW in Abington in April.

Additionally, TerraVida will offer free educational materials to the public on Pennsylvania’s medical marijuana program, without in any way promoting TerraVida Holistic Centers in accordance with Pennsylvania law prohibiting advertising of any kind. They will work with their medical team to design and produce brochures and disseminate information that is important.
to patients who are suffering with qualifying conditions and provide the information patients need to understand how they can become a certified patient. Brochures will not in any way reference TerraVida Holistic Centers or be used as a promotion or advertisement.

**Community - Commitment to Research**

TerraVida is committed to giving our data away to the medical community to help add to the body of medical knowledge. Chris and Adina are committed to aiding researchers to assess patient outcomes. Many companies offer free software to dispensaries and sell the data. TerraVida will never sell their data or give it away to for profit companies. TerraVida understands that this data, and the studies the data supports, are imperative to the empirical understanding of the efficacy of the program. TerraVida is committed to partnering with nonprofit, patient based, medical researchers for the benefit of our patients and to add to the knowledge base of medical professionals and patients alike.

Dr. Suzanne Miller, will spearhead TerraVida’s research programs. Dr. Miller’s career has focused on psychology and oncology. She is a professor of cancer prevention and control at Fox Chase Cancer Center, where she also serves as Director of Psychosocial and Biobehavioral Medicine Department. Dr. Miller will be the liaison between TerraVida and doctors at the Fox Chase Cancer Center.

In addition, TerraVida is committed to helping veterans in the area. TerraVida will provide data to Veterans hospitals and doctors as it relates to the treatment of veterans. Empirical evidence on the efficacy of medical marijuana in the treatment of Post Traumatic Stress Disorder (PTSD) is imperative to improving the quality of veteran’s lives suffering with this disease.

Rodney Little, TerraVida’s Director of Veterans affairs, will act as the liaison between TerraVida and the VA and other veteran’s research facilities with which they will partner. Rodney Little’s career as a Sergeant Major in the United States Army includes over 33 years of service. Rodney is a lifelong Philadelphia resident and a disabled, African American Veteran. Presently, Rodney serves as a member of the Board of Directors for the Veterans Multi-Service Center in Philadelphia. He also serves as a member for the United States Senator Pat Tooney’s Military Academy Selection Panel in Pennsylvania.

For TerraVida’s team, community impact is not something they will do, or will have, it is who they are as a team and as individuals. TerraVida’s compassionate group of professionals share in the belief that being part of the fabric of the community is of the utmost importance. As they move forward, TerraVida is deeply committed to continuing to contribute to the needs of their neighbors, their patients and helping those in need in any way they possibly can.
Attachment A: Signature Page

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

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

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

FEES:
☒ Initial Application Fee
☒ Initial Permit Fee

APPLICATION:
☒ Completed Application

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

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

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

<table>
<thead>
<tr>
<th>File Name</th>
<th>Name of Document</th>
<th>Purpose</th>
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<tbody>
<tr>
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<td>Principals, Officers, Financial Backers (contd.)</td>
<td>Additional Information</td>
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<td>TerraVida Holistic Centers LLC_03202017_Operational Timetable (contd.)</td>
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<td>Employee Qualifications, Description of Duties and Training (contd.)</td>
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<tr>
<td>TerraVida Holistic Centers LLC_03202017_Letters from Community Leaders</td>
<td>Letters from Community Leaders</td>
<td>Additional Information</td>
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A false statement made in this application is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

---

**Signature**

**Christina J Visco**

**Title in Applicant's Business**

**Date**

3/13/17

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

---

**Signature**

**Christina J Visco**

**Title in Applicant's Business**

**Date**

3/13/17
A false statement made in this application is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

[Signature]

[Title in Applicant's Business]

[Date]

[Printed Name]

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

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

<table>
<thead>
<tr>
<th>Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:</th>
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<td>TerraVida Holistic Centers LLC</td>
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<table>
<thead>
<tr>
<th>Trade names and DBA (doing business as) names:</th>
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<table>
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<tr>
<th>Principal Business Address: 4 East 1st Avenue, Ste. 104</th>
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<tr>
<th>City: Conshohocken</th>
<th>State: PA</th>
<th>Zip Code: 19428</th>
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<tr>
<td>Phone: 215-836-1535</td>
<td>Fax: N/A</td>
<td>Email: [REDACTED]</td>
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</table>
Certificate of Organization Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name
Robert Gottschalk

Address
DO NOT REDACT

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):
   TERRAVIDA HOLISTIC CENTERS LLC

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

   (a) Number and Street: 15 W MILL ROAD
   City: FLOURTOWN
   State: PA
   Zip: 19031
   County: Montgomery

   (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: ADINA BIRNBAUM
   Address: DO NOT REDACT

4. Strike out if inapplicable term

   A member's interest in the company is to be evidenced by a certificate of membership interest.

PENN File: January 10, 2017
5. **Strike out if inapplicable term**
   Management of the company is vested in a manager or managers.

6. The specified effective date, if any 01/11/2017 12:00 AM
   is: (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 10 day of January, 2017.

ADINA BIRNBAUM
Signature
Terravida Holistic Centers LLC
4 East 1st Avenue, Suite 104
CONSHOHOCKEN PA 19428

TERRAVIDA HOLISTIC CENTERS LLC

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

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

ENTITY NUMBER: 6495690
Read all instructions prior to completing. This form may be submitted online at https://www.corporations.pa.gov/.

Fee: $5 The type of domestic association (check only one):

☐ Business Corporation  ☑ Limited Liability Company  ☐ Limited Liability Limited Partnership

☐ Nonprofit Corporation  ☐ Limited Partnership

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 1507/5507/8506/8906 (relating to change of registered office), the undersigned domestic corporation, limited liability company, limited partnership or limited liability limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name of the association is: TERRAVIDA HOLISTIC CENTERS LLC

2. The current registered office address as on file with the Department of State. Complete part (a) OR (b) – not both:

(a) 15 W MILL ROAD  FLOURTOWN  PA  19031  MONTGOMERY

Number and street  City  State  Zip  County

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

3. New address. Complete part (a) OR (b) – not both:

(a) The address in this Commonwealth to which the registered office of the corporation, limited partnership, limited liability limited partnership or limited liability company is to be changed is:

4 EAST 1ST AVENUE, SUITE 104  CONSHOHOCKEN  PA  19428  MONTGOMERY

Number and street  City  State  Zip  County

(b) The registered office of the corporation, limited partnership, limited liability partnership, limited liability limited partnership or limited liability company shall be provided by:

c/o: Name of Commercial Registered Office Provider

4. For corporations only: Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Statement or Certificate of Change of Registered Office to be signed by a duly authorized officer, general partner, member or manager thereof this __________ day of __________________________, 2017.

TERRAVIDA HOLISTIC CENTERS LLC

Name of Corporation/Limited Partnership/
Limited Liability/Limited Partnership/Limited Liability Company

MANAGING MEMBER

Signature

Title

PA DEPT. OF STATE

FEB 09 2017
### Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:

**TerraVida Holistic Centers LLC**

### Trade names and DBA (doing business as) names:

**N/A**

### Principal Business Address:

4 East 1st Avenue, Ste. 104

City: Conshohocken  
State: PA  
Zip Code: 19428

Phone: 215-836-1535  
Fax: N/A  
Email: DOH REDACTED
STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

PARTIES

BUYER(S): Terravida Holistic Centers, LLC

SELLER(S): William M Goble
Sandra L Goble

BUYER'S MAILING ADDRESS:

SELLER'S MAILING ADDRESS:

PROPERTY

ADDRESS (including postal city) 64 N MAIN STREET, SELLERSVILLE PA 18960

in the municipality of SELLERSVILLE
in the School District of PENNSYLVANIA
Tax ID #: 39-005-124-001
Identification (e.g., Parcel #, Lot, Block, Deed Book, Page, Recording Date):

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) Sassi Real Estate

Company License # SB 065560
Company Address

Company Phone (267) 246-5308
Company Fax

Broker is (check only one):
☒ Buyer Agent (Broker represents Buyer 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 Buyer)

Licensee(s) (Name) Robert A. Sassi

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

Seller's Relationship with PA Licensed Broker

Broker (Company) RE/MAX 440

Company License #
Company Address 423 North Main Street, Doyelstown, PA 18901

Company Phone (215) 348-7100
Company Fax

Broker is (check only one):
☒ Seller Agent (Broker represents Seller 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 Seller)

Licensee(s) (Name) Thomas Smeland

DUAL AND/OR DESIGNATED AGENCY

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

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.
1. **By this Agreement**, dated **February 9, 2017**

   Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property:

   (A) Purchase Price $450,000 = **Four Hundred Fifty Thousand** U.S. Dollars, to be paid by Buyer as follows:

   1. Initial Deposit within **30** days (if not specified) of Execution Date, if not included with this Agreement: $2,000.00
   2. Additional Deposit within **30** days of the Execution Date:
   3. **Remaining balance** will be paid at settlement.

   (B) All funds paid by Buyer, including deposits, will be paid by check, cashier’s check or wired funds. All funds paid by Buyer within **30** days of settlement, including funds paid at settlement, will be by cashier’s check or wired funds, but not by personal check.

   (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: ___________).

   who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

2. **SELLER ASSIST (if Applicable) (1-10)**

   Seller will pay $__________ or % of Purchase Price (0 if not specified) toward Buyer’s costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

3. **SETTLEMENT AND POSSESSION (4-14)**

   (A) Settlement Date is **May 15, 2017**, or before if Buyer and Seller agree.

   (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

   (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

   (D) For purposes of prorating real estate taxes, the “periods covered” are as follows:

   1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
   2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.
   3. School tax bills for all other school districts are for the period from July 1 to June 30.

   (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:

   (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:

   (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

   (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initializing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

   (I) Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

5. **DATES/TIME IS OF THE ESSENCE (1-10)**

   (A) Written acceptance of all parties will be on or before **February 14, 2017**

   (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

   (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initating it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

   (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

   (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.
6. ZONING (9-16)
Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer’s option, and, if so voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification, as set forth in the local zoning ordinance: BC

7. FIXTURES AND PERSONAL PROPERTY (9-16)
(A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; gas fireplace logs; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment; un stocked shrubbery, planting trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets); shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems.

Also included:

(B) Unless otherwise stated, the value of the items listed above are not included in the Purchase Price.
(C) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment systems, propane tanks, satellite dishes and security systems):

(D) EXCLUDED fixtures and items:

8. MORTGAGE CONTINGENCY (9-16)
☐ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.
☐ ELECTED.
A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property

Loan Amount $________________________
Minimum Term __________________ years
Type of mortgage ____________________________
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed ____________%.
Mortgage lender ____________________________
Interest rate ____________%; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of ____________%.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed ____________% (0% if not specified) of the mortgage loan.

Second Mortgage on the Property

Loan Amount $________________________
Minimum Term __________________ years
Type of mortgage ____________________________
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed ____________%.
Mortgage lender ____________________________
Interest rate ____________%; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of ____________%.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed ____________% (0% if not specified) of the mortgage loan.

B) Upon receiving documentation demonstrating lender’s approval, whether conditional or outright, of Buyer’s mortgage application(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than:

1. If Seller does not receive a copy of the documentation demonstrating lender’s conditional or outright approval of Buyer’s mortgage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller’s right to terminate continues until Buyer delivers documentation demonstrating lender’s conditional or outright approval of Buyer’s mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing.

2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating lender’s conditional or outright approval of Buyer’s mortgage application(s):
   a. Does not satisfy the terms of Paragraph 8(A), OR
   b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics’ lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, renter subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
(C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.

(D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller’s sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(E) Within _______ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer’s choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.

(F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer’s financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.

(G) If the mortgage lender(s) or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller’s expense.

1. If Seller makes the repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.

2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time period, Buyer will, within 5 DAYS, notify Seller of Buyer’s choice to:
   a. Make the repairs/improvements at Buyer’s expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit money returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer’s expense and agree to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

(H) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than $_______ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

(I) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer’s Acknowledgement

☐ Buyer has received the HUD Notice “For Your Protection: Get a Home Inspection.” Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.

(J) Certification We, the undersigned, Seller(s) and Buyer(s), party to this transaction, each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

9. CHANGE IN BUYER’S FINANCIAL STATUS (4.14)

In the event of a change in Buyer’s financial status affecting Buyer’s ability to purchase, Buyer shall promptly notify Seller and lender(s) to whom the Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or change in employment; failure or loss of sale of Buyer’s home; Buyer’s having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer’s ability to purchase.
10. SELLER REPRESENTATIONS (4-14)

(A) Status of Water

Seller represents that the Property is served by:

☒ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐

(B) Status of Sewer

1. Seller represents that the Property is served by:

☒ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)

☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)

☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 3: This Property is served by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987.) Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties served by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 4: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 5: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 6: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality complements a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Historic Preservation

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here:

(D) Land Use Restrictions

1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):

☐ Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. §901 et seq.)

☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. §5490.1 et seq.)

☐ Open Space Act (Act 442 of 1967; 32 P.S. §5001 et seq.)

☐ Conservation Reserve Program (16 U.S.C. §3831 et seq.)

☐ Other

2. Notices Regarding Land Use Restrictions

a. Pennsylvania Right-To-Farm Act: The property you are buying maybe located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

b. Clean and Green Program: Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.

c. Open Space Act: This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purposes of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
d. Conservation Reserve (Enhancement) Program: Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(E) Real Estate Seller Disclosure Law

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

(F) Public and/or Private Assessments

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:

2. Seller knows of no other potential notices (including violations) and/or assessments except as follows:

(G) Highway Occupancy Permit

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

11. WAIVER OF CONTINGENCIES (9-16)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this agreement is a Waiver of that contingency and Buyer accepts the Property and agrees to the release in Paragraph 28 of this agreement.

12. BUYER'S DUE DILIGENCE/INSPECTIONS (9-16)

(A) Rights and Responsibilities

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensees may attend any inspections.

2. Buyer may make two pre-settlement walk-through inspections of the Property. Buyer's right to these inspections is not waivable by any other provision of this Agreement.

3. Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.

4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.

5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations performed (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

- Waived

- Waived

Wood Infestation

- Waived

Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, in accordance with the ethical standards and code of conduct of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)
active infestation(s), Buyer, at Buyer’s expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Deeds, Restrictions and Zoning

Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: 

Waived

Water Service

Elected Buyer may obtain an inspection of the quantity and quality of the water system from a property licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller’s expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller’s expense, prior to settlement.

Radon

Elected Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.4 picocuries/liter (4 pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

On-lot Sewage (If Applicable)

Elected Buyer may obtain an inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller’s expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller’s expense, prior to settlement. See Paragraph 13(C) for more information regarding the individual On-lot Sewage Inspection Contingency.

Property and Flood Insurance

Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, or otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer’s expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.

Property Boundaries

Elected Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.

Lead-Based Paint Hazards (For Properties built prior to 1978 only)

Elected Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller’s knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.

Other

Elected DUE DILIGENCE ADDENDUM

Waived

The Inspections elected above do not apply to the following existing conditions and/or items:

(D) Notices Regarding Property & Environmental Inspections

1. Exterior Building Materials: Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building’s frame.
2. Asbestos: Asbestos is linked with several adverse health effects, including various forms of cancer.

3. Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner’s responsibility to dispose of them properly.

4. Wetlands: Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.

5. Mold, Fungi and Indoor Air Quality: Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.

6. Additional Information: Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

13. INSPECTION CONTINGENCY (4-14)

(A) The Contingency Period is ______ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).

(B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer will, within the stated Contingency Period:

1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement. OR

2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement. OR

3. Present the Report(s) to Seller with a Written Corrective Proposal (“Proposal”) listing corrections and/or credits desired by Buyer. The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer’s Proposal.

a. Following the end of the Contingency Period, Buyer and Seller will have ________ days (5 if not specified) for a Negotiation Period.

   (1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer’s Proposal or negotiate, by written or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, acceptable to the mortgage lender, if any.

   (2) If Seller agrees to satisfy all the terms of Buyer’s Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.

b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within ________ days (2 if not specified) following the end of the Negotiation Period, Buyer will:

   (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR

   (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

(C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within ________ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within ________ DAYS of receiving Seller’s Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer’s choice to:

1. Accept the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR

3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority at Buyer’s sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within ________ DAYS of Seller’s denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 12(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

14. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)

In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property...
15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will comply within 5 DAYS of receiving the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller’s expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

   a. Comply with the notices and/or assessments at Buyer’s expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR

   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certificate from the appropriate local municipality disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:

   a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

   b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

      (1) Make the repairs/improvements at Buyer’s expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR

      (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the note provided by the municipality.

2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(3) will survive settlement.

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

☐ CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

(B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant), Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

(C) THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.

2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer
for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.

3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer’s notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics’ lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

17. TITLES, SURVEYS AND COSTS (4-14)
(A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.

(B) Buyer is encouraged to obtain an owner’s title insurance policy to protect Buyer. An owner’s title insurance policy is different from a lender’s title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner’s title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer’s options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner’s title insurance policy.

(C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics’ lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer’s customary settlement costs and accruals.

(D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.

(E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(F) In the event of a change in Seller’s financial status affecting Seller’s ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.

(G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 17(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 17(C) Items (1), (2), (3) and in Paragraph 17(E).

(H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

I. COAL NOTICE (Where Applicable)

This document may not sell, convey, transfer, include or insure the title to the coal and rights of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all such coal and in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

J. The Property is not a “recreational cabin” as defined in the Pennsylvania Construction Code Act unless otherwise stated here.

K. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here:

Private Transfer Fee Addendum (PAR Form FTF) is attached to and made part of this Agreement.

2. Notices Regarding Private Transfer Fee in Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act of 2011, 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

18. MAINTENANCE AND RISK OF LOSS (1-14)

(A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.
(B) If any part of the Property included in the sale fails before settlement, Seller will:

1. Repair or replace that part of the Property before settlement, OR
2. Provide prompt written notice to Buyer of Seller’s decision to:
   a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender, if any, OR
   b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed part of the Property.
3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller’s choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
   a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 18(b)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

19. HOME WARRANTIES (1-10)

At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

20. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (9-16)

☐ Seller is a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferee (Seller) is a foreign person.

☐ Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller. Seller hereby agrees to furnish, at or before closing, one of the following: an affidavit stating, under penalty of perjury, the Seller’s U.S. taxpayer identification number (EIN or SSN) and that the Seller is not a foreign person; a “qualifying statement,” as defined by statute, that tax withholding is not required by Buyer; or any other document(s) required or permitted by the Internal Revenue Code.

24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN’S LAW) (4-14)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan’s Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pamsenganslaw.state.pa.us.

25. REPRESENTATIONS (1-10)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Broker or their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that, if Broker, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of con-
ditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) Any repairs required by this Agreement will be completed in a workmanlike manner.

(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.

Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.

3. According to the terms of a final order of court.

4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer’s written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer’s request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

(D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys’ fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

(E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:

1. Fail to make any additional payments as specified in Paragraph 2, OR

2. Furnish false or incomplete information to Seller, Brokers(s), or any other party identified in this Agreement concerning Buyer’s legal or financial status, OR

3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:

1. On account of purchase price, OR

2. As monies to be applied to Seller’s damages, OR

3. As liquidated damages for such default.

(G) SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.

(H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

(I) Brokers and licensees are not responsible for unpaid deposits.

27. MEDIATION (1-10)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator’s fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any court, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

28. RELEASE (9-65)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-site sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

29. REAL ESTATE RECOVERY FUND (9-65)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real

Buyer Initials: [signature] [signature]

Seller Initials: [signature] [signature]

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64 N Main St
estate licensee (or a licensee’s affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)
(A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
and Closing Disclosure(s) upon receipt.
(B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to
Paragraph 16. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows
communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If
there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller,
unless otherwise agreed to by the parties.

31. HEADINGS (4-14)
The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the
sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

32. SPECIAL CLAUSES (1-10)
(A) The following are attached to and made part of this Agreement if checked:
☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
☐ Settlement of Other Property Contingency Addendum (PAR Form SCP)
☐ Appraisal Contingency Addendum (PAR Form ACA)
☐ Short Sale Addendum (PAR Form SHS)
☐ DUE DILIGENCE ADDENDUM
☐ OPTION ADDENDUM
☐ Additional Terms:

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts
together shall constitute one and the same Agreement of the Parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised
to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures
of all parties, constitutes acceptance by the parties.

Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

Buyer has received a statement of Buyer’s estimated closing costs before signing this Agreement.

Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
before signing this Agreement.

Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has
received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

BUYER

DATE

BUYER

DATE

BUYER

DATE

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

Seller has received a statement of Seller’s estimated closing costs before signing this Agreement.

SELLER

DATE

SELLER

DATE

SELLER

DATE
ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

PROPERTY 64 N Main St
Sellersville, PA 18960-2363
SELLER William M Goble, Sandra L Goble
BUYER Terravida Holistic Centers, LLC
DATE OF AGREEMENT February 9, 2017

*****DUE DILIGENCE ADDENDUM*****

Anything to the contrary notwithstanding, Buyer shall have 90 days from the date of full
and final execution of this agreement to perform due diligence. It is understood and
acknowledged that Buyer and/or Buyer's agents shall have access to the subject property
during the 90 day due diligence period. Buyer shall indemnify and hold Seller harmless
(including all costs and attorney's fees) in regard to any action arising from Buyer's
and/or Buyer's agents performance of due diligence.

As a result of the performance of due diligence, if Buyer does not wish to proceed with
this Agreement of Sale, then Buyer shall notify Seller in writing of Buyer's intent to
terminate this agreement. Buyer shall deliver such written notice to Seller's agent on
or before the 90th day following the full and final execution of this agreement. Should
Seller's agent receive such notice on or before the 90th day, following the full and
final execution of this agreement, then the subject agreement shall be null and void and
Seller shall return all deposit money to the Buyer. If the Buyer does not notify
Seller's agent of Buyer's intent to terminate this agreement on or before the 90th day
following the full and final execution of this agreement, then this clause shall be
removed from the agreement.

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

WITNESS ___________________________ BUYER ___________________________ DATE 2/13/17

WITNESS ___________________________ BUYER ___________________________ DATE 2/13/17

WITNESS ___________________________ BUYER ___________________________ DATE ________

WITNESS ___________________________ SELLER ___________________________ DATE 2/14/2017

WITNESS ___________________________ SELLER ___________________________ DATE 2/14/2017

WITNESS ___________________________ SELLER ___________________________ DATE ________
ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

PROPERTY 64 N Main St
Sellersville, PA 18960-2363
SELLER William M Goble, Sandra L Goble
BUYER Terravida Holistic Centers, LLC
DATE OF AGREEMENT February 9, 2017

****OPTION ADDENDUM****

Beginning on May 15, 2017 Buyer shall have the option to extend settlement date in 30
day increments for up to 5 months. The cost for each 30 day extension option will be
FOUR THOUSAND DOLLARS ($4,000.00). Settlement shall take place no later than October

2/14/2017

Buyer shall make payments beginning on May 15, 2017 and on or before the 15th of each
subsequent month payable to William & Sandra Goble. Payments will be delivered to
RE/MAX 440, 423 N Main Street Doylestown PA 18901, Attn: Tom Smeland.
2/14/2017

In the event Buyer fails to make payment on or before the 15th of each month or fails to
settle on or before November 15th, 2017, Buyer shall be considered in default, and this
agreement shall be considered null and void.

Buyer understands that the $4000 per month payment is NOT a being paid toward the sale
price and is NON REFUNDABLE.

2/14/2017

ON OR BEFORE FEBRUARY 20, 2017 BUYER SHALL MAKE A PAYMENT
OF $12,000.00 (TWELVE THOUSAND DOLLARS) THIS PAYMENT IS NON REFUNDABLE.

THIS PAYMENT IS NOT CONSIDERED TOWARD THE PURCHASE PRICE AND IS
NOT CONSIDERED AS RENT. THIS PAYMENT IS BEING MADE AS AN
INDUCEMENT FOR THE SELLER TO ACCEPT AN OFFER FROM THE BUYER.

THIS PAYMENT WILL BE MADE PAYABLE TO WILLIAM & SANDRA GOBLE AND
SHALL BE DELIVERED TO RE/MAX 440, 423 N MAIN ST, DOYLESTOWN PA 18901
ATTN: TOM SMELAND

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

WITNESS ____________________________________________ BUYER
Terravida Holistic Centers, LLC DATE 2/13/17

WITNESS ____________________________________________ BUYER
DATE 2/13/17

WITNESS ____________________________________________ BUYER

WITNESS ____________________________________________ SELLER

WITNESS ____________________________________________ SELLER

WITNESS ____________________________________________ SELLER

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1993
6/01
RESOLUTION OF THE OFFICERS

As the duly appointed officers of Terravida Holistics Centers, LLC ("the company"), we do hereby authorize the purchase of 64 Main Street, Sellersville PA 18960

So resolved on this 31st Day of January, 2017.

_____________________________
Christina Visco

_____________________________
Adina Birbaum
**Seller's Estimated Net Sheet**

<table>
<thead>
<tr>
<th>Property: 64 N MAIN ST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Township / Borough: Sellersville Boro</td>
</tr>
<tr>
<td>County: Bucks County, PA</td>
</tr>
<tr>
<td>Settlement Date: 10/15/2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHARGES PAID BY SELLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer Tax (1%): 4,500.00</td>
</tr>
<tr>
<td>Brokerage Commission (6% + $0.00): 27,000.00</td>
</tr>
<tr>
<td>Settlement: 395.00</td>
</tr>
<tr>
<td>Wood Infestation Certificate: 0.00</td>
</tr>
<tr>
<td>Notary: 50.00</td>
</tr>
<tr>
<td>Broker Fee: 0.00</td>
</tr>
<tr>
<td>Certifications: 150.00</td>
</tr>
<tr>
<td>Attorney: 0.00</td>
</tr>
<tr>
<td>Express Shipping: 50.00</td>
</tr>
<tr>
<td>Home Warranty: 0.00</td>
</tr>
<tr>
<td>H2O &amp; Sewer: 250.00</td>
</tr>
<tr>
<td>Use &amp; Occupancy: 200.00</td>
</tr>
<tr>
<td><strong>Total Charges to Seller:</strong> 32,595.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CREDITS TO SELLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Tax: 207.40</td>
</tr>
<tr>
<td>County Tax: 200.34</td>
</tr>
<tr>
<td>School Tax: 3,877.19</td>
</tr>
<tr>
<td><strong>Total Credits to Seller:</strong> 4,284.93</td>
</tr>
</tbody>
</table>

**SETTLEMENT SUMMARY**

| Sale Price: 450,000.00 |
| Mortgage Payoff: (0.00) |
| Charges to Seller: (32,595.00) |
| Credits to Seller: 4,284.93 |
| **Net Proceeds to Seller:** 421,689.93 |

The above figures are estimated settlement costs only. These will be adjusted as of the date of final settlement, if necessary. I (we) acknowledge receipt of a copy of this information.

**Seller:**

| Date: 2/14/2017 |

**Sandra L. Goble**

| Date: 2/14/2017 |

**William M & Sandra L Goble**
AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

THIS AGREEMENT, this 17th day of FEBRUARY A.D. 2017

1. PRINCIPALS: Between Robert E. Burleigh and Susan C. Burleigh with mailing address of hereinafter called Seller; and Terravida Holistic Centers, LLC with an address 4 East 1st Avenue, Suite 104, Conshohocken, PA 19428, herein after called Buyer.

2. PROPERTY: Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
1626 Old York Road, Abington Township, Montgomery County, Pennsylvania, 19001. Block/Unit #259/046; and a separate land parcel containing 3,125 square feet with frontage on Ferndale Avenue, Abington Township, Montgomery County, Pennsylvania, 19001; Block/Unit #259/028 (“Property” or “Properties”), each as shown on Exhibit “A” attached hereto.

Zoning Classification:
Failure of this Agreement to contain the zoning classification (except in cases where the Property (and each parcel thereof if, sub dividable) is zoned solely or primarily to permit single-family dwellings) shall render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer shall be returned to the Buyer without any requirement for court action. Zoned: Special Commercial (“SC”) and Residential for No additional

vacant lot.

Tax Parcel No. 300049512003 & 3001984407

3. TERMS:

(A) Purchase Price Four Hundred Sixty Thousand and 00/000 Dollars ($460,000.00), to be paid to the Seller by the Buyer as follows:

(1) Cash or check at signing of this Agreement: $20,000.00

(2) Cash or check to be paid with the notice of settlement given pursuant to Section 7(h):

(3) Cash or certified check at time of settlement:

TOTAL PRICE $460,000.00

(B) Written approval of Seller to be on or before: February 17, 2017
(C) Settlement to be made on or before: See Paragraph 7(h) below
(D) Conveyance from Seller will be by fee simple deed of special warranty.
(E) Transfer taxes will be split equally between Buyer and Seller.
(F) The following shall be apportioned pro-rata as of and at time of settlement: taxes as levied and assessed, rents, interest on mortgage assumptions, water and sewer rents, lienable municipal services, and condominium fees, if any.
(G) The amounts set forth in (1) and (2) above shall constitute the deposits referred to in this Agreement.

4. STATUS OF WATER AND SEWER: Seller warrants that the 1626 Old York Road Property is served by:
public water & public sewer
Seller further warrants that these systems are fully paid for as of the date of this Agreement.

5. POSSESSION AND TENDER:

(A) Possession is to be delivered by deed, keys, and physical possession to a vacant building (if any) free of debris at day and time of settlement, unless otherwise specified herein.

Buyers Initial

Sellers Initial
If tenant occupied, the lease(s) will be terminated prior to settlement and the property shall be delivered free of all leases and rights of others.

(B) Seller will not modify or extend any existing leases or enter into any new or additional leases for the premises without the express written consent of the Buyer.

(C) Formal tender of an executed deed and purchase money is hereby waived.

(D) Buyer reserves the right to make a pre-settlement inspection of the subject Property.

6. ITEMS OF PERSONALITY: The following items are included in this sale and purchase price:
See list of furniture and equipment on Exhibit "B" attached hereto.
See list of excluded items of Personally on Exhibit "C" attached hereto.

Seller hereby warrants that he/she will deliver good title to all of the articles described in this paragraph and any other fixtures or items of personally specifically scheduled and to be included in this sale.

7. SPECIAL CLAUSES:

(a) Buyer will have sixty (60) days from full execution of an Agreement of Sale ("Agreement") to inspect the physical Properties; review the plans, documentation of the Properties, conduct an environmental study of the Properties and confirm that the Property is zoned Special Commercial and Residential (lo) and zoning ordinance will permit usage for Terravida Holistic Centers LLC. Seller will, at signing of this Agreement, provide Buyer with all plans, warranties, and information regarding the Property in possession of Seller.

(b) Buyer will keep all information and data received from Seller as a result of its inspection confidential between Seller and Buyer, except for disclosure to Buyer's consultants and representatives or as otherwise required by law or court order. The confidentiality obligation shall terminate after settlement.

(c) The results of said inspection of the Property shall be to Buyer's satisfaction. In the event Buyer is dissatisfied with the results of the inspection of the Property, for any reason, Buyer shall notify Seller in writing prior to the end of the Thirty (30) day period in which case all deposit monies held for Buyer will be returned to Buyer and this Agreement will become null and void. In the event Buyer does not notify Seller as described within the Thirty (30) day period the Seller will then consider Buyer to be satisfied with the results of its inspection and to have accepted the Property in its present as is condition.

(d) Buyer will provide Seller with at least Twenty-Four (24) hours written notice to inspect the Property, or for architect and/or other professionals required to develop construction designs and will use diligence and care during any inspections of the Property by it, its agents or contractors, promptly repair any damage caused by said inspections and properly and adequately insure for injury to all parties entering upon the Property on behalf of Buyer. Buyer understands that Seller is operating a veterinary business at the Property and will cooperate with Seller in setting inspection appointments.

(e) This Agreement is also contingent upon Buyer receiving all necessary licenses and approvals applied for by Buyer in order to operate Terravida Holistic Centers LLC at the Property in accordance with the laws and regulations of the Commonwealth of Pennsylvania (the "Licenses"). Buyer will have up to six (6) months from the full execution of the Agreement by the parties hereto to obtain the necessary licenses and approvals from the appropriate departments within Commonwealth of Pennsylvania to operate Terravida Holistic Centers LLC at the 1626 Old York Road Property. Buyer will diligently pursue the necessary steps in all of the necessary licenses and permits for its operations at the Property at its own expense. In the event, Buyer, at the end of the six (6) month period has diligently pursued its efforts to obtain all necessary approvals and has shown Seller details

Buyers Initial

Sellers Initial
of its diligent efforts to obtain all necessary approvals, Buyer will be permitted to extend this contingency in order to obtain its approvals for three (3) additional and consecutive one (1) month periods until it has obtained the necessary licenses and approvals. In order to extend, Buyer must notify Seller in writing at least fifteen (15) days prior to the end of the first six (6) month contingency period and at least ten (10) days prior to the end of each extension period.

(f) As additional consideration to Seller during the contingency period outlined within 7(e) above, Buyer will pay Seller an amount equal to Two Thousand Dollars ($2,000.00) per month during the six (6) month contingency period with the first payment equal to Six Thousand Dollars ($6,000.00) for the first three (3) months of the contingency period paid simultaneously with the full execution of the Agreement. The second three (3) month payment of Six Thousand Dollars ($6,000.00) for the second three months of the contingency period will be paid to Seller on the first day of the fourth (4) month of the contingency period. Buyer will pay Seller Three Thousand ($3,000.00) per month for the monthly extensions simultaneously with the notice from Buyer for each extension period. All monthly payments to Seller for the contingency period will not be credited to the Purchase Price of the Properties and they will not be refundable by Seller in the event Buyer is unable to obtain the necessary approvals for its operations from the Commonwealth of Pennsylvania.

(g) In the event Buyer does not obtain the Licenses by the end of the stipulated contingency period and extension period, Buyer will notify the Seller in writing and this Agreement will be considered null and void. Thereafter, all good faith deposits will be returned to Buyer.

(h) Should Buyer receive the Licenses on or before the end of the stipulated contingency and extension periods, Buyer will provide timely written notice to Seller that Buyer is prepared to waive all contingencies and proceed to Settlement on the date set forth on such notice, which shall be sixty (60) days from the date of such written notice to Seller.

8. BROKER DISCLOSURES

PROPERTY DEFECTS DISCLOSURE:

(A) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement:

(1) That the premises have been contaminated by any substance in any manner which requires remediation;

(2) That the Property contains wet lands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law.

(3) That the Property contains asbestos or polychlorinated biphenyls or any other substance, the removal or disposal of which is subject to any law or regulation; and

(4) That any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(B) Seller and Buyer acknowledge that Broker:

(1) Is a licensed real estate broker

(2) Is not an expert in construction, engineering, or environmental matters; and

(3) Has not made and shall not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent Property, including whether:

(a) The premises have been contaminated by any substance in any manner that requires remediation,

(b) The Property contains wet lands, flood plains, or any other environmentally sensitive areas, the development of which is limited or precluded by law;

(c) The Property contains asbestos or polychlorinated biphenyls or any other substance, the removal or disposal of which is subject to any law or regulation; and

(d) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water, except as noted in this Agreement.

(C) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorney's fees and court costs which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller’s occupation of the Property including without limitation any:

(1) Contamination of the Property as defined in paragraph 8(A)(l):
(2) Presence of any environmentally sensitive areas on the Property as defined in paragraph 8(A)(2);
(3) Presence on the Property of any substances which are the subject of paragraph 8(A)(3); or
(4) Violation of the law as described in paragraph 8(A)(4).

(D) The provisions of this Section shall survive the performance of this Agreement.

9. NOTICES & ASSESSMENTS

(A) Seller represents, as of the acceptance date of this Agreement, that no public improvement assessments have been made against the Properties which remain unpaid and that no notice by any government or public authority has been served upon the Seller or anyone on the Seller's behalf, including notices relating to violations of zoning, building, safety, or fire ordinances which remain uncorrected unless otherwise specified herein.

(B) Any notice of improvements or assessments received on or before the date of Settlement shall be the responsibility of the Seller; any notices received thereafter shall be the responsibility of the Buyer.

(C) If required by law, Buyer shall deliver, on or before settlement, a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, building, safety, or fire ordinances.

(D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

10. TITLE AND COSTS

(A) The Properties are to be conveyed free and clear of all liens, encumbrances, and easements, with the exception of existing building restrictions, ordinances, easements of roads, easements visible upon the ground, and privileges or rights of public service companies, to the extent that such encumbrances are acceptable to Buyer after review thereof (the "Permitted Encumbrances"). The title to the subject Property shall be good and marketable and such as will be insurable by a reputable Title Insurance Company at the regular rates subject only to the Permitted Encumbrances.

(B) In the event the Seller is unable to give a good and marketable title and such as will be insurable by a reputable Title Insurance Company, Buyer shall either take such title as the Seller can give without abatement of price or be repaid all monies that Buyer has paid to Seller on account of the purchase price. In the latter event neither party shall have further liability or obligation, and this Agreement shall become NULL AND VOID and all copies will be returned to Seller's Agent for cancellation.

(C) The Buyer will pay for the following:
   (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same;
   (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee;
   (3) Appraisal fees and charges paid in advance to mortgage lender;
   (4) Buyer's normal settlement costs and accruals.

(E) Any survey or surveys required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate legal description of the premises, or the correction thereof, shall be secured and paid for by the Buyer. Any survey or surveys desired by the Buyer or required by his/her mortgage lender shall be secured and paid for by the Buyer.

11. DEPOSIT AND RECOVERY FUND

(A) Deposits, regardless of the form of payment and the person designated as payee, shall be paid to Agent for the Seller who shall retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Buyer and Seller agree that, in the event the Agent

Buyers Initial          /  \\
Sellers Initial /  \\
for the Seller is joined in litigation for the return of deposit monies, the Agent's and /or Subagent's attorney's fees and costs will be paid by the party that will not prevail in the litigation.

(B) Agent for the Seller may, at his/her sole option, hold any uncashed check tendered as deposit or hand monies, pending the acceptance of this offer.

(C) A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

12. MAINTENANCE AND RISK OF LOSS

(A) Seller shall maintain the Property, and any personal Property specified herein, in its present condition, normal wear and tear accepted.

(B) Seller shall promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is condemned, destroyed, or damaged as a result of any cause whatsoever.

(C) Seller shall bear risk of loss from fire or other causes until time of settlement. In the event that damage to any Property included in this sale is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and receiving all monies paid on account of or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that he/she may insure his/her equitable interest in the Properties as of the time this Agreement is accepted.

13. DEFAULT-TIME OF THE ESSENCE: The time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence. Should the Buyer:

(A) Fail to make any additional payments as specified in paragraph 3 and such failure continues for a period of ten (10) days after written notice to Buyer by Seller or five (5) days when the payment is due.

(B) Buyer will be in default of this agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing any mortgage loan application (including payment for and ordering of appraisal without delay), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.

(C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement and such violation or failure is not cured within thirty (30) days after written notice to Buyer by Seller, then in such case, all deposit monies and other sums paid by the Buyer on account of the purchase price, whether required by this Agreement or not, may be retained by the Seller: (1) On account of the purchase, or (2) As monies to be applied to the Seller's damages or (3) As liquidated damages for such breach as the Seller may elect. In the event that the Seller elects to retain the monies as liquidated damages, the Seller shall be released from all liabilities or obligations and this Agreement shall be NULL AND VOID and all copies will be returned to the Seller's Agent for cancellation.

14. NOTIFICATION: All notifications from Buyer to Seller will be made via registered mail, overnight mail or hand delivery as follows: If Seller To Buyer 4 East 1st Avenue, Suite 102, Conshohocken, PA 19428 Attention: Adina Birnbaum/Christina Visco. If Buyer to Seller: 1626 Old York Road, Abington, PA 19001 Attention: Robert Burleigh. Copies of all notices: Mutual Real Estate Corporation 1630 Old York Road, Suite 100 Abington, PA. 19001. Attention: Louis Syrkyus.

15. AGENT(S): It is hereby expressly agreed and understood that Mutual Real Estate Corporation ("Mutual"), agent for the Seller acting as agent only and shall not in any event be held liable to the Seller or to Buyer for the fulfillment or non-fulfillment of any of the terms or conditions of this Agreement, or for any action or proceedings that may be taken by the Seller against Buyer, or by Buyer against the Seller.

Buyers Initial ( )

Sellers Initial ( )
16. COMMISSION:
It is also hereby expressly agreed by Buyer and Seller that Mutual Real Estate Corporation ("Mutual") is the only real estate agency involved in this transaction. Seller agrees to pay, at settlement, a total commission to said agency as stipulated within a separate Exclusive Right To Sell Listing Agreement dated September 19, 2014. The Seller and Buyer each covenants, represents and warrants that each party has had no dealings with any other real estate agency with regard to this transaction and each party covenants and agrees to pay hold harmless and indemnify each other and Mutual from and against any and all cost, expense (including reasonable attorney's fees) or liability for any compensation, commission or charges claimed by any broker or agent other than the agent set forth in this section with respect to this Agreement or the negotiation thereof.

17. RECORDING: This Agreement shall not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

18. ASSIGNMENT: This Agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and, to the extent assignable, on the assigns of the parties hereto. It is expressly understood, however, that the Buyer shall not transfer or assign this Agreement without the written consent of the Seller.

19. REPRESENTATIONS: It is understood that Buyer has inspected the Property, or hereby waives the right to do so, and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation made by the Seller or any other officer, partner, or employee of Seller, or by the Agent or Subagent, if any, of the Seller, their salespeople and employees, officers and/or partners, except for the representations that are expressly set forth in this Agreement. The Buyer has agreed to purchase it in its present condition unless otherwise specified herein. It is further understood that this Agreement contains the whole Agreement between the Seller and the Buyer and there are no other terms obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed or modified except in writing executed by the parties.

20. CONDITIONS TO SETTLEMENT.

Buyer's obligations hereunder, including all obligations attendant to Settlement, shall be subject to each and all of the following conditions precedent (collectively, the "Conditions", and each, a "Condition") unless Buyer in its sole discretion elects to waive the same:

(a) Title. On the Date of Settlement title shall be conveyed in accordance with the requirements of Section 10.

(b) Condition. The Property shall be in substantially the same condition as exists as of the date of this Agreement, normal wear and tear excepted.

(c) Representations. All of Seller's representations set forth in this Agreement shall be true and correct in all material respects as of the date of Settlement.

(d) Deliveries of Seller. Buyer shall have received a special warranty deed from Seller for the Property.

(e) Leases. Any leases or rights of others shall have been terminated.

If any of the conditions set forth in this Section 20 are not satisfied by the date set forth for Settlement, or waived by Buyer, the Buyer in Buyer's sole discretion, to be exercised by written notice to Seller on or before the date of Settlement Date, may terminate this Agreement, in which event all deposits and any accrued interest shall be returned to Buyer and this Agreement shall become null and void, and neither party shall have any further rights or obligations hereunder.

Buyer's Initial __________________________

Sellers Initial __________________________
Buyer and Seller agree that a scanned and emailed fully executed copy of this Agreement shall be treated as if it were an original.

BUYER'S APPROVAL

WITNESS: ___________________________  BUYER: ___________________________
Adina Birdbaum

WITNESS: ___________________________

BUYER: ___________________________
Christina Visco

VOLUNTARY TRANSFER OF COMPANY ASSETS: The undersigned acknowledges that he/she is authorized by the Member/Manager of the Seller to sign this Agreement on behalf of the Seller limited liability company and that this sale does not constitute a sale, lease, or exchange of all or substantially all the Property and assets of the company, such as would require the authorization or consent of the company members pursuant to 15 P.S. Section 1301, if applicable.

SELLER'S ACCEPTANCE: Seller hereby accepts the above contract this __________ day of February, A.D. 2017.

WITNESS: ___________________________

SELLER: ___________________________
Robert E. Burleigh

WITNESS: ___________________________

SELLER: ___________________________
Susan C. Burleigh

Buyers Initial:  [signature]

Sellers Initial: [signature]
EXHIBIT "B"

The following items of furniture and equipment are included in the sale of the Properties and shall remain at the Properties for the benefit of Buyer.

Hospital Equipment

- Waiting Room
- Chairs and benches
- Front desk, fax machine
desk receptionist
chair
shelving
Partner Phone system 4 stations
Records file
Office
Executive desk, chair
side chair
book shelfer
Vomero tuer table
Wooden file cabinet
Exam Room
exam table
refrigerator
wall desk
rolling cabinet
Dr. Scale
X-ray viewer
Pharmacy Lab
B&L Microscope
base cabinet
2 centrifuges
Refractometer
Surgery
surgery table
surgical light
Drager Halothane machine
cardi monitor
3 instrument cabinet
Large and Small Pelton Crane autoclaves
Multiple surgical packs
shelving
Sover
Solution bowls
SS stool
Instrument stand
IV stand
wireless clipper
watered clipper

Buyers Initial: [Signature]

Sellers Initial: [Signature]
EXHIBIT “C”

The following items shall be removed from the Properties prior to settlement by Seller and are not included in the Sale.

Computers, Printers and Computer Desk
File cabinets
Books, pictures and personal items, statues
Rocker & side chair in office
Coffee machine
Urns
Washer and dryer
4 Shelve racks
1 Typewriter
Music system
Clock
Elephant
3 Sm refrigerator
Internet radio
Shredder
Stethoscope
Opthalmoscope
Otoscope
All drugs and medications
Olympus microscope
Files
Clock office
Scale
Microwave
X-ray machine
AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

PARTIES

BUYER(S): TREVARAID HOLOCRYSIS LLC
4 East 1st Avenue Suite 104, Conshohocken, Pa 19428

SELLER(S): JIN H Yu
Nam Shik Yu

DOH REDACTED

PROPERTY

PROPERTY ADDRESS 8319-25 STENTON AVENUE, PHILADELPHIA, PA. 19150

ZIP 19150

in the municipality of Philadelphia
County of PHILADELPHIA, in the Commonwealth of Pennsylvania.
Identification (e.g., Parcel #, Lot, Block; Deed Book, Page, Recording Date): 829633355, 204,
Tax ID #s: 829633355, 204

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) Sassi Real Estate
Company Address 4091 Macdade Dr, Lafayette Hill, PA 19444-1517
Company Phone (267) 246-5308
Company Fax
Broker is (check only one):
☒ Buyer Agent (Broker represents Buyer only)
☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) Robert Sassi
Direct Phone(s)
Cell Phone(s) DOH
Fax DOH
Email

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

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) RE/MAX 2000
Company Address 14500 DUSTLETON AVE, PHILADELPHIA, PA 19116
Company Phone (215) 698-2000
Company Fax (215) 698-2060
Broker is (check only one):
☒ Seller Agent (Broker represents Seller only)
☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) Anthony Rizzo
Direct Phone(s)
Cell Phone(s) DOH
Fax DOH
Email

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

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

DUAL AND/OR DESIGNATED AGENCY

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

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

Buyer Initials: ?? Seller Initials: ??

Pennsylvania Association of Realtors

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS 2016
1. By this Agreement, dated **February 24, 2017**, Seller hereby agrees to sell and convey to

2. **PURCHASE PRICE AND DEPOSITS (3-15)**

(A) Purchase Price $549,800.00

(Five Hundred Forty-Nine Thousand Nine Hundred U.S. Dollars), to be paid by Buyer as follows:

1. Initial Deposit, within ____ days (5 if not specified) of Execution Date.
2. Additional Deposit within ____ days of the Execution Date:

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: ), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. **SETTLEMENT AND POSSESSION (6-13)**

(A) Settlement Date is **August 31, 2017**, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:

- current taxes;
- rents; interest on mortgage assumptions; condominium fees and homeowners association fees; water and/or sewer fees, together with any other assessable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

(D) For purposes of prorating real estate taxes, the “periods covered” are as follows:

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be of fee simple deed of special warranty unless otherwise stated here:

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest. If any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

☐ Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

4. **DATES/TIME IS OF THE ESSENCE (3-15)**

(A) Written acceptance of all parties will be on or before: **February 25, 2017**

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties except where restricted by law.

5. **FIXTURES AND PERSONAL PROPERTY (4-14)**

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing, heating, HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below; any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included:

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**Buyer Initials:**

**ASC Page 2 of 9**

**Seller Initials:**

*Produced with z3pForm® by z3pLogic® 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.z3pLogic.com*
6. ZONING (4-14)
Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

7. FINANCING CONTINGENCY (4-14)
☑ WAIVED. This sale is NOT contingent on financing, although Buyer may obtain financing and/or the parties may include an appraisal contingency.

☐ ELECTED.
(A) This sale is contingent upon Buyer obtaining financing according to the following terms:

<table>
<thead>
<tr>
<th>First Loan on the Property</th>
<th>Second Loan on the Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Amount $</td>
<td>Loan Amount $</td>
</tr>
<tr>
<td>Minimum Term</td>
<td>Minimum Term</td>
</tr>
<tr>
<td>Type of Loan</td>
<td>Type of Loan</td>
</tr>
<tr>
<td>Interest rate %; however, Buyer agrees to accept the maximum interest rate of %</td>
<td>Interest rate %; however, Buyer agrees to accept the maximum interest rate of %</td>
</tr>
<tr>
<td>Interest rate as may be committed by the lender, not to exceed %</td>
<td>Interest rate as may be committed by the lender, not to exceed %</td>
</tr>
</tbody>
</table>

(B) Financing Commitment Date

(C) Within ___ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.

(D) Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing commitment, Buyer will be in default of this Agreement.

(E) Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fees for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

8. CHANGE IN BUYER'S FINANCIAL STATUS (4-14)
In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall, within ___ days (5 if not specified) of said change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in income; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

9. SELLER REPRESENTATIONS (6-13)
(A) Status of Water
Seller represents that the Property is served by:
☐ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐

(B) Status of Sewer
1. Seller represents that the Property is served by:
   ☐ Public Sewer ☐ Community Sewage Disposal System
   ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1)
   ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
   ☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 1)

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act
Notice 1: There is currently no existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bids for construction, alter, repair, or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.
Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987.) Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties served by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §75.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §75.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §75.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot; and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls (PCBs), lead-based paint, or any other hazardous substances, the removal or disposal of which is subject to any law or regulation; and (4) Any material has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).

(E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here:

(F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:

(G) Seller knows of no other potential notices (including violations) and/or assessments except as follows:

(H) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

10. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

11. BUYER'S DUE DILIGENCE (3-15)

(A) The Property will be transferred in its present condition. It is Buyer's responsibility to determine the condition and permitted use of the property, the fact that the property is satisfactory within 90 days (30 if not specified) from the Execution Date to conduct due diligence (Due Diligence Period), including verifying the condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements or their components, or for the suitability of the property for Buyer's needs. If as the result of Buyer's due diligence, Buyer determines that the property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accordance with the terms and conditions as more fully set forth in this Agreement.

(B) Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) or has waived the right to do so, and agrees to purchase the Property in its present condition as a result of such inspections and not being required to act based on any representations made by seller or any other party. Buyer acknowledges that Brokers, their agents, licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted use, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
(C) Any repairs required by this Agreement will be completed in a workmanlike manner.

(D) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance and possible premium increases.

12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

(A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property, and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

(B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement, and before settlement, Seller will send written notice to Buyer whether Seller will comply. Buyer will notify Seller in writing within _______ days (10 if not specified) of receiving the notices and/or assessments providing a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within _______ days (10 if not specified) that Buyer will:

(a) Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 26 of this Agreement.

(b) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 12(B)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

(C) If required by law, within ___ to ____ DAYS from the Execution Date of this Agreement, or in no case later than ___ ___ ___ ___ DAYS prior to Settlement, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

(D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by written notice to Seller within ___ ___ ___ ___ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure to provide notice of termination within the stated time will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

13. TAX DEFERRED EXCHANGE (4-14)

(A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

(B) If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

14. COMMERCIAL CONDOMINIUM (10-01)

(1) NOT APPLICABLE.

(2) APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (58 Pa.C.S. §3101 et seq.).

15. TITLES, SURVEYS AND COSTS (4-14)

(A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, fees and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions, historic preservation restrictions or ordinances; building reservations; easements of roads; easements visible upon the ground; parcels of real property; and privileges or rights of public service companies, if any.

(B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accrued interest.

---

Buyer Initiates: __________________________

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Seller Initiates: __________________________
(D) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property as set forth in this Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within __ __ days (if not specified) notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.

In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer.

(E) If Seller is unable to give good and marketable title that is insurably by a reputable title insurance company at the regular rates, as specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 15(B) Items (1), (2), (3) and in Paragraph 15(C).

(F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated in this Agreement.

Oil Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.

(G) COAL NOTICE (Where Applicable)

This document may not sell, convey, transfer, include or insure the title to the coal and rights of support under the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all such coal and in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 864.) "Buyer acknowledges that he may not be obtaining the right of production against sub-bituminous coal remaining from coal mining operations, and that the property described herein may be prevented from damage due to mine subsidence resulting from coal mining of the adjacent property in a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(H) The Property is NOT "recreational cabin" as defined in the Pennsylvania Constitution Code Act unless otherwise stated herein:

1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here:

Private Transfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreement.

2. Notice Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011, 68 Pa.C.S. §§ 8101, et seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with the title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer. A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

16. MAINTENANCE AND RISK OF LOSS (10-06)

(A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) Seller will promptly notify Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged as a result of any cause whatsoever.

(C) Seller bears the risk of loss from fire or other casualities until settlement. If any property included in this sale is destroyed and not replaced, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller. OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

17. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

18. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania. Buyer understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

Buyer Initials: [signature]

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20. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 7971 et seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

21. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)

☐ Seller is a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.

☐ Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:

☐ An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.

☐ A "qualifying statement," as defined by statute, that tax withholding is not required by the Buyer.

☐ Other.

22. REPRESENTATIONS (1-10)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their agents, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, conditions, negotiations, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Brokers have made or may provide services to assist unrepresented parties in complying with this Agreement.

23. BROKER INDENNIFICATION (6-13)

(A) Buyer and Seller represent that the only Brokers involved in this transaction are: Re/Max 2000 Tony Rizzo and Sassi.

(Estate Robert Sassi)

and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.

(B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 5(C).

24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-10)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposits monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID.

Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.

3. According to the terms of a final order of court.

4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24(C))

5. Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved specified days after the Settlement Date stated in Paragraph 3(A) or any written extensions thereof) or following date of termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation prior to distribution is made.

(D) Buyer and Selleragree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
(E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:

1. Fail to make any additional payments as specified in Paragraph 2, OR
2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
3. Violate or fail to fulfill any other terms or conditions of this Agreement.

(F) Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:

1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such default.

(G) 🟩 SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.

(H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

(I) Brokers and licensees are not responsible for unpaid deposits.

25. ARBITRATION OF DISPUTES (1-40)

Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law Arbitration 42 Pa. C.S.A. §7341 et seq. This agreement to arbitrate disputes arising from this Agreement will survive settlement.

26. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-site sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

27. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliate) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

28. COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except where required by law. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Whenever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

29. NOTICE BEFORE SIGNING (4-14)

Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax effects of this Agreement, and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts taken together shall constitute one and the same Agreement of the Parties.

30. WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

30. SPECIAL CLAUSES (4-14)

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

☒ Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
☒ Short Sale Addendum to Agreement of Sale (PAR Form SFS)
☒ Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)

Buyer Initials: [Initials]

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Producer: [Producer Information]

Seller Initials: [Initials]

[Date of Signature]
(B) Additional Terms: See two attached addenda. Also the buyer may use the first 30 days of his 90 day due diligent period to obtain any and all inspection reports including and not limited to structural, roofing, mechanical, and environmental, along with any other reports the buyer deems necessary.

Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

BUYER

DATE 2/24/17

Mailing Address 4 East 1st Avenue Suite 104, Conshohocken, Pa 19428

Phone(s) Fax Email

BUYER

DATE

Mailing Address

Phone(s) Fax Email

AUTHORIZED REPRESENTATIVE

Title

COMPANY

Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the shareholders pursuant to 15 P.S. §131.

SELLER

DATE 2/24/2019

Mailing Address 335 Keswick Rd., Huntingdon Valley, Pa 19006

Phone(s) (267) 250-3933 Fax Email jhy@koreancenter.org

SELLER

DATE 2/24/2019

Mailing Address

Phone(s)

SELLER

DATE 2/24/2019

Mailing Address

Phone(s)

AUTHORIZED REPRESENTATIVE

Title

COMPANY
BUYER'S FINANCIAL INFORMATION

This form recommended and approved for use by the members of the Pennsylvania Association of Realtors® (PAR).

BUYER 1:  TRERRAVIDA HOLISTIC CENTERS, LLC

ADDRESS:  4 EAGLE 1ST AVE SUITE 104 ENOLA, PA 17025

BUYER 2:  

ADDRESS:  

The following information is requested to determine the buyer's financial ability to purchase the property.

1. Will you occupy the premises?  □ Yes  □ No
2. Have you in the last 7 years declared bankruptcy, suffered foreclosure, had an account for collection action, had a history of late payments, or had any legal action affecting ability to finance?  □ Yes  □ No
   If yes, explain:  

3. Is any part of purchase price or settlement costs being obtained from a source other than shown below?  □ Yes  □ No
   If yes, state the source of the funds and attach documentation showing proof of availability:  

4. Do you need to sell any other real estate in order to purchase this property?  □ Yes  □ No
   If yes, explain:  

5. Have you at any time or since January 1, 1998, been obligated to pay support under an order that is on record in any Pennsylvania county?  □ Yes  □ No
   If yes, list the county and the Domestic Relations File or Docket Number:  

6. Are there any arrangements for alimony or child/spousal support due in this, or any other, jurisdiction?  □ Yes  □ No
   If yes, explain:  

7. Are you currently going through a divorce or separation from your spouse?  □ Yes  □ No
   If yes, has a separation agreement or property settlement agreement been signed?  □ Yes  □ No

For a purchase involving mortgage financing, disclose at least a minimum net worth of liquid assets in the amount of the down payment plus settlement costs. For cash sales, disclose at least a minimum amount equal to the purchase price plus settlement costs.

ASSETS (Bank accounts, stocks, etc.)

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<th>BUYER 1</th>
<th>BUYER 2</th>
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<td>TOTAL</td>
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The information in this section must be provided if Buyer(s) require a mortgage loan.

LIABILITIES (list all liabilities, including alimony or child/spousal support, if any)

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<th>BUYER 1</th>
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Real Estate Currently Owned (First Property)

Address:  

Value:  $  Mo. Payment:  $  
Mortgage/Equity Loan Balance:  $  

Real Estate Currently Owned (Second Property)

Address:  

Value:  $  Mo. Payment:  $  
Mortgage/Equity Loan Balance:  $  

Buyer Initials:  

COPRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2016

Sasi Real Estate, 4031 MacMillan Drive Rear Laketree Hill, PA 15444
Phone:  (610)368-7277
Fax:  (610)368-7277
Robert Sasi
Processed with zipForm® by zipLogix 180715 Filane Way Road, Fraser, Michigan 48026
www.zipLogix.com

S319 STENTON
The information in this section must be provided if Buyer(s) require a mortgage loan, but only to the extent necessary to prove the ability to qualify for the mortgage loan.

**EMPLOYMENT INFORMATION -- BUYER 1**

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<td>Address</td>
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<tr>
<td>Occupation</td>
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<tr>
<td>Years at job</td>
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**EMPLOYMENT INFORMATION -- BUYER 2**

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<td>Years at job</td>
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<td>Years at job</td>
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**ANNUAL INCOME -- BUYER 1**

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<td>Overtime</td>
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<td>Adjusted Gross Income (if self-employed)</td>
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<td>Bonuses</td>
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<td>Commissions</td>
<td>$</td>
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<td>Dividends</td>
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<td>Interest</td>
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<td><strong>TOTAL</strong></td>
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**ANNUAL INCOME -- BUYER 2**

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<tr>
<td>Bonuses</td>
<td>$</td>
</tr>
<tr>
<td>Commissions</td>
<td>$</td>
</tr>
<tr>
<td>Dividends</td>
<td>$</td>
</tr>
<tr>
<td>Interest</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

**COMBINED TOTAL INCOME $**

**ADDITIONAL INFORMATION:**

---

Buyer(s) affirms that the above information is true and correct. Buyer(s) understands that the information may be used as a basis for the acceptance or rejection of an offer by the seller. Buyer(s) acknowledges that failure to provide truthful and correct information may result in the forfeiture of any deposits made by Buyer(s) and may subject Buyer(s) to other financial loss or penalties.

Buyer(s) expressly authorizes Broker to provide the information contained in this form and any reports or information obtained by broker for the purposes stated above, to the seller(s) and cooperating broker(s) involved in this transaction or any related transaction. Buyer(s) understands that Broker has no control over the use of any information after it is disclosed to a third party. Buyer(s) agrees to release and hold Broker harmless from any and all liability for any misuse or subsequent disclosure by any third party or reports disclosed by Broker pursuant to the terms of this authorization.

Buyer's signature serves as an acknowledgement of receipt of a copy of this financial information sheet.

---

Buyer: [Signature]

Date: 2/23/17

---

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CONSUMER NOTICE
THIS IS NOT A CONTRACT

in an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

  **Seller Agent**
  
  As a seller agent, the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

  **Buyer Agent**
  
  As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract and must keep all confidential information, other than known material defects about the property, confidential.

  **Dual Agent**
  
  As a dual agent, the licensee works for both the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

  **Designated Agent**
  
  As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

  A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

  - The seller will accept a price less than the asking/listing price.
  - The buyer will pay a price greater than the price submitted in the written offer, and
  - The seller or buyer will agree to financing terms other than those offered.

  Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.
Regardless of the business relationship selected, all licensees owe consumers the duty to:

- Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
- Deal honestly and in good faith.
- Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived by the seller where the seller’s property is under contract and the waiver is in writing.
- Comply with the Real Estate Seller Disclosure Law.
- Account for escrow and deposit funds.
- Disclose, as soon as practicable, all conflicts of interest and financial interests.
- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee’s expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.

The following contractual terms are negotiable between the licensee and the consumer and must be addressed in an agreement/disclosure statement:

- The duration of the licensee’s employment, listing agreement or contract.
- The licensee’s fees or commission.
- The scope of the licensee’s activities or practices.
- The broker’s cooperation with and sharing of fees with other brokers.

All sales agreements must contain the property’s zoning classification except where the property is zoned solely or primarily to permit single family dwellings.

The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

I acknowledge that I have received this disclosure.

Date: 2/3/17

TREPPYLAH HOLISTIC CENTERS, LLC
(Consumer’s Printed Name)
(Consumer’s Signature)

Date: 2/3/17

(Consumer’s Printed Name)
(Consumer’s Signature)

I certify that I have provided this document to the above consumer during the initial interview.

Date: ______________________

ROBERT A. SASSI
(Licensee’s Printed Name)
(Licensee’s Signature)
(License #)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

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PROPERTY 9319-25 STENTON AVENUE, PHILADELPHIA, PA 19150

SELLER JIN H YU, HAM H YU

BUYER TERRAVITA HOLISTIC CENTERS, LLC

DATE OF AGREEMENT FEBRUARY 16, 2017

LISTING BROKER (BROKER FOR SELLER) ____________________________

SELLING BROKER SASSI REAL ESTATE

1. Listing Broker is a Pennsylvania licensed real estate broker who is required to hold your sales deposit in escrow.
2. Selling Broker is accepting your deposit on behalf of and for transfer to the Listing Broker.
3. If the deposit is in the form of a check, the check must be made payable to the Listing Broker.
4. The Broker holding deposits will retain deposits in escrow until consummation or termination of the Agreement of Sale in con-
   formity with all applicable laws and regulations.

BUYER TERRAVITA HOLISTIC CENTERS, LLC

DATE 2/13/17

BUYER ____________________________ DATE 2/13/17

BUYER ____________________________ DATE _______________
PROPERTY 8319-25 STENTON AVENUE

PHILADELPHIA, PA 19152

SELLER JIN H YU, NAM H YU

BUYER TRERRAVIDA HOLISTIC CENTERS, LLC

DATE OF AGREEMENT February 16, 2017

Anything to the contrary notwithstanding, Buyer shall have 90 days from the date of full and final execution of this agreement to perform due diligence. It is understood and acknowledged that buyer and/or buyers agents shall have access to the subject property during the 90 day due diligence period. Buyer shall indemnify and hold seller harmless (including all costs and attorney’s fees) in regard to any action arising from buyer’s and/or buyer’s agents performance of due diligence.

As a result of the performance of due diligence, if Buyer does not wish to proceed with this agreement of sale then buyer shall notify seller in writing of buyers intent to terminate this agreement. Buyer shall deliver such written notice to sellers agent on or before the 90th day following the full and final execution of this agreement. Should sellers agent receive such notice on or before the 90th day following the full and final execution of this agreement, then the subject agreement shall be null and void and seller shall return all deposit money to the buyer. If the buyer does not notify sellers agent of buyers intent to terminate this agreement on or before the 90th day following the full and final execution of this agreement, then this clause shall be removed from the agreement.

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

WITNESS ____________________________ BUYER ____________________________ DATE 2/23/17

WITNESS ____________________________ BUYER ____________________________ DATE 2/23/17

WITNESS ____________________________ BUYER ____________________________ DATE ____________________________

WITNESS ____________________________ SELLER ____________________________ DATE 2/24/2017

WITNESS ____________________________ SELLER ____________________________ DATE 2/24/2017

WITNESS ____________________________ SELLER ____________________________ DATE 2/24/2017

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Pensylvania Association of REALTORS®
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Phone: (267) 244-3508 Fax: (410) 825-7277 Robert Sassi
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ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

PROPERTY 8319-25 STENTON AVENUE, PHILADELPHIA, PA 19152
SELLER JIN H YU, NAM H YU
BUYER TRERRAVIDA HOLISTIC CENTERS, LLC
DATE OF AGREEMENT FEBRUARY 16, 2017

Buyer shall pay $3,000.00/month starting March 1st until settlement. The monthly payment of $3,000.00 not including the initial $5,000.00 deposit at time of signing the Agreement will not be counted toward the sale price and is an incentive to allow the buyer time to obtain all necessary state and local licensing for intended use of the property. This payment of $3,000.00 per month is non-refundable. In the event that buyer is not able to complete the sale by November 1, 2017 this Agreement will be deemed null and void unless both parties agree to extend final settlement date. If buyer is not able to obtain State and Local licensing, this Agreement shall be deemed null and void with the initial $5,000.00 deposit being retained by seller. All other terms and conditions of this contract remain in effect.

WITNESS ________________________ BUYER ________________________ DATE 1/23/17
WITNESS ________________________ BUYER ________________________ DATE 2/23/17
WITNESS ________________________ SELLER ________________________ DATE 2/24/2017
WITNESS ________________________ SELLER ________________________ DATE 2/24/2017

Sarah J. C. 2/24/2017
Affidavit of Business History

Commonwealth of Pennsylvania
State of Pennsylvania
County of Montgomery

The undersigned, Christina Visco, 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>Seth Bock</td>
<td>Principal</td>
<td>Care Center INC</td>
<td>Owner</td>
<td>6/13-present</td>
</tr>
<tr>
<td>Enica Wehner</td>
<td>Senior Medical Director</td>
<td>Portsmouth, PA 19317</td>
<td>Director</td>
<td>12/09-present</td>
</tr>
</tbody>
</table>

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

[Signature of Affiant and Title]
Date: 3/7/17

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

[Notary Public]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Bonny S. Davis, Notary Public
Springfield Twp., Montgomery County
My Commission Expires: May 25, 2017

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

Commonwealth
State of Pennsylvania
County of Montgomery

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

Principal(s):

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

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

Name(s):
Offense(s):

Operator(s):

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

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

Name(s):
Offense(s):

Financial Backer(s):

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

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

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

______________________________  3/7/17
Signature of Affiant and Title       Date

Sworn to and subscribed before me this 7th day of March, 2017.

______________________________  3/7/17
Bonny S. Davis  
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Bonny S. Davis, Notary Public
Springfield Twp., Montgomery County
My Commission Expires May 25, 2017

MY COMMISSION EXPIRES: 5/25/17

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
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 ___ day of March, 2017.

[Signature]

Authorized Signatory

[Address]

STATE OF PENNSYLVANIA

COUNTY OF MONROE

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

[Name]

(know 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 hereto set my hand and official seal.

[Seal]

Notary Public

[Address]

[Commission Expires: 5/25/17]
Attachment L: Applicant Priorities for Multiple Applications

Instructions:
- This attachment is for applicants who are submitting multiple medical marijuana organization permit applications. Use this attachment to indicate your priorities for which medical marijuana regions or counties you prefer for issuance of a permit. Not providing Attachment L as part of your medical marijuana organization permit application indicates that you have no preference.
- If you submit this form more than once, the last form the Department receives will represent your prioritization. This form cannot be submitted without being part of an application.
- If you elect to submit this attachment, please scan the completed form and save it as a PDF file called “Attachment L,” using the appropriate file name format.

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

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

Principal Business Address: 4 East 1st Avenue, Ste. 104
City: Conshohocken State: PA Zip Code: 19428
Phone: 215-836-1535 Fax: N/A Email: [DOH REDACTION]

A. Priorities for Multiple Grower/Processor Permit Applications

Please check one of the following:
- [ ] The applicant would like to make the Department aware of the applicant's priorities as listed below.
- [ ] The applicant has no preference regarding medical marijuana regions.

<table>
<thead>
<tr>
<th>MEDICAL MARIJUANA REGION</th>
<th>PRIORITY (If you intend to submit a permit application for more than one medical marijuana region, please rank your preferred region from 1-6, with 1 being the highest ranking)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Southeast</td>
<td>Priority __</td>
</tr>
<tr>
<td>2- Northeast</td>
<td>Priority __</td>
</tr>
<tr>
<td>3- Southcentral</td>
<td>Priority __</td>
</tr>
<tr>
<td>4- Northcentral</td>
<td>Priority __</td>
</tr>
<tr>
<td>5- Southwest</td>
<td>Priority __</td>
</tr>
<tr>
<td>6- Northwest</td>
<td>Priority __</td>
</tr>
</tbody>
</table>
B. Priorities for Multiple Dispensary Permit Applications

Please check one of the following:

☐ The applicant would like to make the Department aware of the applicant’s priorities as listed below
☐ The applicant has no preference regarding county

<table>
<thead>
<tr>
<th>MEDICAL MARIJUANA REGION</th>
<th>For each region for which you plan to submit multiple applications, please indicate the counties in order of priority, with 1 being the highest</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Southeast</td>
<td>Berks 4 Bucks Chester Delaware 3 Lancaster 1 Montgomery 2 Philadelphia</td>
</tr>
<tr>
<td>2- Northeast</td>
<td>Lackawanna Lehigh Luzerne Northampton Blair Cumberland Dauphin York</td>
</tr>
<tr>
<td>3- Southcentral</td>
<td>Centre Lycoming Allegheny Butler Washington Westmoreland</td>
</tr>
<tr>
<td>4- Northcentral</td>
<td>Erie McKean Allegheny Butler Washington Westmoreland</td>
</tr>
<tr>
<td>5- Southwest</td>
<td>Allegheny Butler Washington Westmoreland</td>
</tr>
<tr>
<td>6- Northwest</td>
<td>Erie McKean Allegheny Butler Washington Westmoreland</td>
</tr>
</tbody>
</table>
EMPLOYEE QUALIFICATIONS, DESCRIPTIONS OF DUTIES AND TRAINING

SECTION 9-A

Joseph Juco Centeno - Legal Council
Head Legal Council Diversity, Human Resources, Labor Relations
Duties include but not limited to the following:
- Provide legal council on all aspects of TerraVida’s operations including human resource policies, practices, labor relations, leave, termination, hiring, executive employment agreements, law and regulations

Robert J. Cubbin - Director of Security
Oversees and implements all Security protocols
Duties include but not limited to the following:
- Continual oversight of all security functions
- Collaboration and supervision of all equipment installation, maintenance, and inspections along with Main Line Protection Services (MLPS)
- Lead security training for all personnel
- Responsible for all data recording of security inspections, updates, incidents, etc.
- On call 24/7 for response to any incidents required in collaboration with surveillance team, security guards and MLPS.

Dr. Suzanne Miller - Research Partner, Fox Chase Cancer Center
Oversight and liaison for Cancer research
Duties include but not limited to the following:
- Liaison between TerraVida and research staff at Fox Chase Cancer Center
- Develop patient optional surveys to collect data to advance research of medical marijuana

Isaak Ino Halegoua MD - Physician/Advisor
Advisor to Medical Team
Duties include but not limited to the following:
- Advise medical team as needed
- Facilitate communication with Latino patients and care givers

Investors:

Gerard Genua - Investor
Investor
Provided funding to TerraVida in Pre-license phase.

**Richard Lester - Investor**
Investor and Business Advisor

**Jeff Kaliner - Investor**
Investor and Business Advisor

**Gwendolyn Otelia Scott-Hodges - Investor**
Investor and Health Care Advisor

**Shari Gail Lazarus – Investor**
Investor
Provided funding to TerraVida in Pre-license phase.

**Amy Peiken Palmer - Investor**
Investor
Provided funding to TerraVida in Pre-license phase.

**James Allen Donerkiel - Investor**
Investor
Provided funding to TerraVida in Pre-license phase.

**Jo B Blumenthal - Investor**
Investor
Provided funding to TerraVida in Pre-license phase.

**David Lazarus**
On joint account of Shari Lazarus, investor

**SECTION 9-B**

**Joseph Juco Centeno - Legal Council**
Joe Centeno is a managing partner in the law firm of Obermeyer Rebmann Maxwell & Hippel, LLP. His national practice includes collective and class action litigation, employment litigation, labor relations, policies, leave, termination of employment, joint employment, diversity, Title IX and executive employment agreements, and he counsels employers on virtually all employment and labor related laws and regulations.

Robert J. Cubbin - Director of Security

Robert (Bob) is a former Philadelphia police officer with over 40 years of experience in the criminal justice system. Bob Cubbin has received the Valor award, the highest honor from the Philadelphia Police Department for shoot out apprehension of armed bank robbers. In addition to Bob’s law enforcement experience, he also is also an entrepreneur, who founded Main Line Protection Services, which he took from a one man startup to a firm with 70 employees and $3 million dollars in annual revenue.

Dr. Suzanne Miller - Research Partner, Fox Chase Cancer Center

Dr. Suzanne Miller’s career has focused on psychology and oncology. She is a professor of cancer prevention and control at Fox Chase Cancer Center, where she also serves as Director of Psychosocial and Bio-behavioral Medicine Department. Dr. Miller will be the liaison between TerraVida and the doctors and researchers at the Fox Chase Cancer Center, as well as other doctors interested in cannabis research, to aid in data collection for patient based medical marijuana research.

Isaak Ino Halegoua MD - Physician/Advisor

Dr. Isaak Ino Helegoua, is an internist currently recommending medical marijuana in New Jersey and an advisor to TerraVida. He is fluent in Spanish.

*Investors:*

Jerry Genua – Investor
Provided funding to TerraVida in Pre-license phase.

After graduating from college, Jerry fulfilled his dream, and landed a job with Bache & Co., the country’s 2nd largest retail brokerage company. He quickly grew the ranks in the fast pace environment to Vice President. Jerry worked 18 hour days for nearly 20 years on Wall Street until he suffered a massive heart attack. It was time to take a break. He
left what was Prudential-Bache in 1985 and planned on retiring at the age of 40. After a few months at home, Jerry knew that retirement was not an option for him. He began to look for a business to purchase. He partnered with two owners of a bridal headpiece company in Hoboken, New Jersey with an option to buy them out in two years. The company had a customer base which included the country’s largest bridal retailer, so Jerry saw the potential for business growth.

He identified many ways to improve productivity, increase quality and customer service while cutting costs and becoming more profitable. His company has had steady growth over the last 32 years. On September 11th, 2001 when the World Trade Center was attacked, Jerry and his staff watched from across the river in Hoboken as the towers collapsed, none of them will ever be the same again. As soon as civilians were allowed in lower Manhattan, Jerry walked the streets and delivering donations and aid to firehouses and the families of first responders throughout the region. He continues to support the local stations and families of victims through private donations.

Richard Lester – Investor
He founded Veterinary Practice Partners in 2011, and has grown the company from a small startup to a 700 employee company which has been named to the Philadelphia 100 fastest growing companies for the last three consecutive years. Knowledge of running a company with gross sales of over $42 million annually and his experience with current HR regulations and employee management.

Jeff Kaliner – Investor
An entrepreneur who co-founded Power Home Remodeling Group which has become one of the country’s largest exterior home remodeling companies with more than 1500 employees and $400 million in annual revenue. His vast knowledge of construction and business negotiations will help guide our efforts as we build out our commercial properties to be fully operational in six months from the date of licensure for our medical marijuana dispensaries.

Gwendolyn Otelia Scott-Hodges – Investor
An investor and advisor who will bring more than 15 years of professional experience in the Pharmaceutical/Biotech/Insurance Industry to the table. She has demonstrated her ability to market in the present healthcare environment, transform health systems, and manage government programs, all skills which will be particularly relevant to TerraVida’s success in the emerging medical marijuana marketplace in Pennsylvania.

Shari Gail Lazarus – Investor
Provided funding to TerraVida in Pre-license phase.
Shari earned a Bachelors degree, and later a Masters degree at the University of Pennsylvania, which she completed at night while working there as a computer programmer full time. All of that changed, however, when I became a mom. I tried for several years to work full time, but eventually decided to leave the workforce to concentrate on motherhood. She has been very involved with the home and school association at her daughter’s school, eventually becoming the President of the Parent Teacher Association at Myers Elementary School and and joining the Cheltenham school district’s United Parent’s Group. She also devotes her time to her synagogue, volunteering with the Social Action committee.

**Amy Peiken Palmer - Investor**
Provided funding to TerraVida in Pre-license phase.

Amy Peiken Palmer has lived in Philadelphia since 2001. Her last professional job was as a marketing manager for Elsevier, a scientific publisher. When her son was age two, she went back to graduate school at Drexel, studying interior architecture. She took a break from the program to spend time with her young children and hopes to finish the program one day and work in the design field. She moved many times prior to living in Philadelphia during her husband's professional training and worked for various non-profit and educational institutions. While in Savannah, GA, she worked for the Savannah College of Art and Design as their Transfer Evaluator. During her five years in Chicago she worked for the University of Chicago Graduate School Of Business in External Relations and for The Les Turner ALS Foundation as Director of Fundraising Programs.

**James Allen Donerkiel – Investor**
Provided funding to TerraVida in Pre-license phase.

“Jim” started his own real estate appraisal business in 1996. His wife started her own veterinary practice in 2003. They have two children. Both are attending Kuna High School. Ben is a senior and Jill is a sophomore. Jim has been very involved in fundraising and extracurricular activities at the high school. Additionally, his company has supported many local charities. His charitable giving has primarily focused on helping local children.

**Jo B Blumenthal – Investor**
Provided funding to TerraVida in Pre-license phase.

Jo B. Blumenthal was born and raised in the coal regions of Pennsylvania. After obtaining her Bachelor of Science in Education from East Stroudsburg University, Jo taught 5th grade in Stroudsburg and volunteered weekly with special needs children and
adults at the local YMCA. As a middle school math and science teacher in Bensalem Township, she established a Unique Experience Activity Club, continued earning graduate credits and married. Jo had two daughters, became a licensed Realtor, and an active PTO member in the elementary, junior and senior high schools that her children attended.

David Lazarus
On joint account of Shari Lazarus, investor

David went to the University of Delaware and received a BA, with a major in Political Science and a second major in Statistics and Computer Science. He then attended the University of Pennsylvania, and received a Masters of Science in Engineering in Computer and Information Science.

TEAM BIOGRAPHIES

ADINA BIRNBAUM:
Adina is a lifelong resident of Pennsylvania. Adina and her husband, Valentin Gorski live in Springfield Township, Montgomery County and have two children. Their daughter Sasha Gorski is 21 years old and attends Lafayette College, and their son Evan is 18 years old and is a senior at Germantown Friends School.

Adina received a Bachelor of Arts from Temple University in 1986 Summa Cum Laude. After graduation, Adina continued to work in the field of Psychology. She worked with Dr. Suzanne Miller as her administrative and research assistant where her responsibilities included grant writing and managing doctors and graduate students who were doing research in the psychological and medical fields. While there, she worked on a major AIDS project, where she managed Doctors, submitted grant proposals, and was responsible for organizing and compiling all information. In addition, she co-wrote a chapter titled, Etiologic Perspectives on Depression in Childhood published in the Handbook of Developmental Psychopathology by Springer Press.

Adina and her husband Valentine (Val), went into business together while Adina was still in college. Adina and Val started their business by selling sweaters and jewelry on college campuses, flea markets and craft shows. In 1990, after Adina graduated from college, Val and Adina got married and co-founded Springhouse Naturals. That year they traveled to Thailand to start an import company. Within a year they were selling women’s clothing and accessories that they designed and manufactured to over 500 retail stores. While in Thailand they partnered with The Hilltribe Handicraft Project, a non-profit group supported by Queen Sirikit, to promote and support the Hilltribe people in Thailand. They donated a portion of each sale back to the project.
Realizing that they could not have a family and be traveling 6-9 months each year, Val and Adina decided to open their first in-line boutique. In 1993 they opened Mandalay Trading Company located in Princeton New Jersey, which they still own today. In 1995 they purchased El Quetzal, a boutique located in the Chestnut Hill section of Philadelphia, and in 2009, they opened a second location of the El Quetzal brand. As owner/operators, Adina & Valentin have developed store concepts, worked with architects to design their store concepts, interfaced with municipal governments to get approval for building permits, ADA approval and the like. They negotiated long-term leases for multiple locations, both with individual building owners and national corporations. Today they have grown their business into a thriving 3-store chain of retail stores, grossing well over a million dollars.

Early this year, with the help of their dear friend, Christina J. Visco, they founded Buns Bakery at The Flourtown Farmers market. Throughout their business career, Adina and her husband Val have always held to their principles of community service, integrity, and respect. Because of the nature of a small retail business, many of their employees are high school or college students entering the workforce for the first time. For those students they create a supportive work environment where young adults can learn their strengths, hone their work ethic, and enjoy an atmosphere of comradery. A core belief of their business is that good customer service (which is what differentiates them from the big box stores) goes hand in hand with a great work environment. Adina and Val’s stores are an integral part of the communities they are located in. Each of their stores give back to the communities they are part of. Some of the fundraisers they have participated include the Susan B. Kohman Foundation, Meals on Wheels, Toys for Tots and local schools, just to name a few.

In addition, Adina spends much of her time giving back to the community. For example, as a volunteer, she helps to oversee the Odyssey Program for the Philadelphia Folk Song Society. The Odyssey program sends professional musicians into schools to enhance the teaching of our culture and history through music. Adina matches musicians with teachers, schools and curriculums and brings music to schools, many of which have no other music program. In addition, Adina was the chair of her local political committee for almost ten years, a completely voluntary community leadership position. In that position she was responsible for candidate recruitment, team building, and community involvement and education. Adina has led Martin Luther King projects, been a class parent, sat on numerous boards, chaired committees and acted as a leader in her community.

Adina’s first experience with the benefits of medical marijuana was with her friend and neighbor Doug Heller. Doug lived five doors away and was a township Commissioner. In fact, Adina met Doug when he agreed to run for office and she volunteered to knock doors, make phone calls, and talk to neighbors. Doug was a historian, a puzzle master, an educator and the smartest man Adina had ever met. Not only was Doug smart, but
also he was interested in everything and made everyone around him feel listened to and understood. Five years ago Doug was diagnosed with Pancreatic Cancer and died within a year of being diagnosed. One of the few things that helped Doug with the pain and the nausea associated with the treatment he did in the beginning stages of his diagnosis was marijuana. Caring for Doug, along with his wife Nancy, was a labor of love. Doug taught Adina how to deal with illness and how to die with dignity and compassion. Doug was grateful that he had access to marijuana, and Adina couldn’t imagine how someone with his level of pain could be denied this access. When Adina learned that medical marijuana was being legalized, she knew that it was something that she wanted to explore.

CHRISTINA VISCO:
Christina (Chris) Visco was born in Montgomery County, Pennsylvania where she has lived for 45 years. Growing up, Chris was surrounded by role models who would shape who she has become today. Chris grew up the daughter of one of the country’s most renowned forensic investigators; the Late John P. Durante, the granddaughter of WWII Veteran and POW, Captain Michael Vincent Durante of the 101st Airborne Division, and entrepreneurs and philanthropists, George S. and Ruth Jackson. Her mother, Jill, volunteered her time as a board member for Women’s Way, on the board of Interfaith Hospitality Network which helps homeless families find housing and get on the path to employment, and education and at a local thrift shop benefitting the poor in their community.

As a child, Chris was deeply influenced by her father’s work as a forensic investigator whose passion was to solve crimes and bring peace, compassion and closure to the families of victims. Early in life, both of her parents instilled in Chris and her sister the value of community, service, giving back, and helping those in need. Chris grew up helping her mother at “The Well,” which provided food and clothing to the poor, and in The Montgomery County Courthouse where she often spent time inside the prison, “a life lesson,” her father would tell her, about how people can go down the wrong path. Chris was taught to always look out for others in trouble and help whenever possible. She grew up in a diverse community and attended a largely low-income, minority elementary school where she learned life lessons about cultural diversity, economic disparity, and perseverance; lessons which would lead her to a life of service, and working within diverse communities to advance the needs of minorities and the underserved.

Chris also spent most of her summers and many weekends with her grandparents, often assisting with office work for their Bucks County based manufacturing plant, where they made flow meters used in respiratory machines. Her Uncle, Bob Jackson, who was the President of the company, was a mentor to Chris while she was growing up in the business. Although he never went to college because he went into the army right out of high school, he was self-taught and educated, and understood the value of treating
employees with respect, paying high wages and providing great benefits and sharing profits. He taught Chris that a successful business was built by its employees’ dedication to the business, which was built through loyalty and personal investment. Chris’s passion for business and entrepreneurial spirit can be attributed to the time spent in the family business.

As a teenager, she worked in a small boutique where she realized her gift for merchandising and marketing. One day when the store was not busy, she began moving around products from different categories of merchandise creating vignettes throughout the store. Without realizing what she had done, merchandise, which had not been previously selling, began to sell. From that point on, the storeowner gave her full discretion over product merchandising.

After high school, Chris attended Drexel University as a psychology major. Her parents were in the middle of a divorce and with assets frozen and Chris already working nights just to get by; she could not afford to stay in school. She went to work in retail shortly after leaving Drexel and her passion for merchandising, customer service and assortment planning grew into a career. Chris worked in retail for 24 years prior to becoming a manufacturer for The Department of Justice, and then opening her own marketing and political strategy firm.

In 2015, when a local farmer’s market with 14 small businesses was being shut down by big business, Chris sprung into action and worked with the community to relocate the market and save its 14 small businesses. Her company took over the marketing for the farmer’s market and helped rebuild and increase the businesses of the vendors. One new vendor, the bakery, struggled to operate a successful business. When they closed in 2016, Chris joined forces with Adina Birnbaum, another business owner and opened Bun’s Bakery in the market. In its first year, the bakery is already one of the top volume vendors in the Flourtown Farmer’s Market.

Both of Chris’ mentors, her grandmother and uncle suffered long, painful battles with cancer. Each withering away and suffering through pain for long periods of time. When medical marijuana began to surface in the United States as a holistic means to lessen pain, and increase appetites of cancer patients, Chris’ interest in the industry grew. In 2016, when Governor Wolf signed Act 16 into law, Chris and Adina started thinking about joining forces once again. Having worked side by side within their own communities for years and now working as business partners, they felt they would make a great team as dispensary owners, sharing the same values and passion for patient care and home grown community involvement.

**SETH BOCK:**
Dr. Seth Bock is the chief executive officer of Greenleaf Compassionate Care Center, Inc., one of three licensed medical marijuana dispensaries in the State of Rhode Island.
For over two decades Bock has been involved in helping people improve their lives. During college he pursued a double major in geology and premedical biology while working as a personal assistant for a severely handicapped student. After graduating Bock was employed by the Dana-Faber Cancer Institute in Boston Massachusetts as a Protocol Tracking Officer. In this capacity, he acted as a liaison between the hospital's scientific review board and research investigators to ensure a proper and timely review of critical research studies. As his career progressed in the various Harvard medical research institutes he became more proficient with the inner-workings of research review and approval. Soon, given his ability to successfully shepherd research studies through this arduous approval process, Bock was hired as the Manager of Regulatory Affairs for the Interventional Cardiology Department at the Brigham and Women’s Hospital. At the same time, he developed a passion for traditional Chinese medicine and entered a full-time graduate program to become a licensed acupuncturist and Chinese herbologist.

Upon graduating, Bock moved to Newport Rhode Island and opened Newport Acupuncture and Wellness Spa, Inc. with his fiancée, Dr. Julianne Stapleton. Bock helped grow this business for over 13 years and turned a two-treatment room operation into a thriving eight-room center offering a wide-variety of treatment modalities. In 2009, the State of Rhode Island issued a request for proposal for the issuance of licenses to operate the country's first state-licensed medical marijuana dispensaries. In April of 2010, Bock became the first person in the United States to submit an application for state licensure of a medical marijuana dispensary. In early 2011 his application was accepted as one of three to merit licensure out of eighteen total applications. Within days, the federal government issued cease and desist letters to the Governor of Rhode Island and the compassion center program was placed on an indefinite hold. Having already given enormous effort to his application, Bock decided to pressure the Governor’s Office to allow the program to move forward. He held rallies at the State House and met with dozens of lawmakers to call attention to the necessity of implementing this vital program. After fourteen months this hard-fought battle was won and the Governor signed a new bill into law. This bill decreased the size and scope of the compassion centers but allowed them to progress. In May of 2013 Greenleaf Compassionate Care Center, Inc. opened its doors for business.

As a result of his early entrance into the medical marijuana industry, Bock has been called upon by many organizations to impart his knowledge. Recent, he was hired as a paid consultant for the review of medical marijuana applications by an east coast state implementing similar legislation. He has written successful medical marijuana applications for numerous applicant organizations in several states. Bock has given over fifty speeches and talks to a wide-range of healthcare groups and community groups and taken a leadership role in helping to destigmatize medical marijuana by being a strong advocate for those in need of this medicine. His numerous interviews with local and regional news outlets, including National Public Radio, the Boston Globe and
Providence Journal have been an important outlet for helping to spread the word about responsible medical marijuana entrepreneurship.

**MICHAEL JOYNES:**

Michael Joynes is the Vice President of Government & Community Affairs for Philadelphia Works Inc. Michael was born and raised in inner city Philadelphia. He was educated in the public school system. When he was 3 years old his mother died of heart complications, so Michael was raised with the help of various family members. At a very young age, Michael spent a lot of time learning to survive and avoid the negative vices that attract so many young African-American males. Gang warfare, drugs sales and usage, illegal gambling and robbery sent a number of Michael’s friends either to jail or an early grave.

Out of the black power conference of 1968, a movement to put an end to gang warfare, inspired the members of the street gang that Michael was a part of to join the effort in getting all of the gangs in Philadelphia to sign a peace treaty and end gang warfare. Michael took some courses at Drexel University, then at the University of Pennsylvania’s Wharton School of Business. He developed a deep desire to help his fellow gang members and young black males who were headed down a path of destruction. Michael was asked to write a proposal, which provided services to inmates who were within a 24th period of being released from prison. This project was the first of its kind that allowed an incarcerated person to leave Graterford Prison each day and participate in a structured program which offered them life skills combined with workforce training, and earn a salary that was placed in escrow until their release.

With a desire to impact his community via the political arena, Michael helped to elect the first African-American woman to the Pennsylvania State Senate; The Late Roxanne H. Jones. Michael served as her Chief of Staff where he became a rising star in the community as a leader to support, draft legislation, and identify ways of enriching the lives of the residents of Pennsylvania. His most impactful work was done while on the boards of the PA Senate Health & Welfare Committee and the PA Minority Business Development Authority.

Other organizations and initiatives started by Michael Joynes are Heavenly Homes Inc., Job Developers’ Network Committee, and Communities of America Foundation. Michael has received several awards and accommodations from city, state, federal, non-profit agencies as well as major foundations.

**DR. KAREN ALICE WILLIAMS:**

I am an African American Female who resides in Richboro, Pa. with my husband. I have 1 grown son who lives in Washington, DC. I am a pediatrician who has practiced in the Federally Qualified Health Center (FQHC) world for most of my career. I attended
medical school at The University of Medicine & Dentistry of NJ and stayed there for my residency in pediatrics. I was a National Health Scholarship student and did my payback in Chicago. After 4 years in Chicago, I returned to the East Coast and joined a private practice in Philadelphia. I returned to the FQHC world and joined a community health center in Camden, NJ where I’ve been practicing for 24 years. We service the uninsured, underinsured, as well as, any other patient from newborn to 18 years of age and manage their acute & chronic problems in addition to well child care.

I am a member of the Bucks County Chapter of The Links, Inc., a national organization of African American women who provide community service to their communities. I sit on the Services to Youth facet and chair the Health & Human Services facet (HHS). We developed Youth Council in which middle & high schoolers are taught skills to be good leaders. The Services to Youth facet also gives scholarships locally & internationally. Our chapter has adopted a village in Ghana, West Africa and financially supported them in their efforts to build a health center. We annually raise funds to send several Ghanaian students to high school by paying their tuition & boarding fees for 4 years. We also give scholarships to Bucks County students to help them attend college.

The HHS facet brings the Colgate dental van to various venues in Bucks County to screen children up to 12 years of age. Currently, we are beginning a partnership with a mobile dental van organization that provides screenings as well as treatment for the elderly, veterans, as well as other needy populations in Camden, NJ.

RODNEY LAMONT LITTLE:
A graduate of Wilmington University with a Bachelor of Science Degree in Organizational Management, Rodney Little’s career includes over 33 years of service in the United States Army in the field of leadership, Security and Administrative Management experience. As Sergeant Major in the United States Army, Rodney brings a wealth of knowledge about labor market and challenges facing today’s Veterans. Served as liaison between field-grade officers and senior NCOs during complex military training exercises and related operations; successful in maintaining 100% accountability of over $950K in equipment during a transfer of inventory for a change of command

Presently, he is serving as a member on the Board of Directors for the Veterans Multi-Service Center in Philadelphia and serving as a member for United States Senator Pat Toomey’s Military Academy Selection Panel in Pennsylvania. Previously he served on Pennsylvania’s Governor Tom Corbett’s Advisory Commission of African American Affairs.

Rodney Little ensures the effective execution as the Fraternal Order of Police, President of the Alvin C. Palmer Memorial Lodge #106 for 10 years. More importantly, he oversees the development of administrative police policies, procedures, analyses and recommendations to the Chief of Police for Personnel and Readiness, and issues
guidance to Police department components on police matters, concerning his union members.
Rodney Little also worked for the Philadelphia Housing Authority Police Department for 20 years. Developing partnerships, problem-solving methods that utilized collaboration and cooperation with our citizens, fellow law enforcement agencies and other service providers.

JOSEPH JUCO CENTENO:
Joseph J. Centeno is a first generation American, whose parents are Filipino physicians who immigrated to the United States in the early 1960s and became naturalized American citizens. Joseph was born in Pittsburgh, Pennsylvania, along with his only brother, who is an anesthesiologist. Joseph’s family moved to the Detroit area where he went to high school and later graduated from Amherst College and Boston College Law School. He has been a leader in diversity in the legal profession having served as president of the Asian Pacific American Bar Association of Pennsylvania and the National Asian Pacific American Bar Association, which is the voice of over 70,000 Asian American lawyers. He also currently serves on Comcast NBC Universal’s external Joint Diversity Council and as the General Counsel to the Minority Corporate Council Association. Joseph is the Chairman of his law firm’s labor and employment department, the founder of his firm’s Diversity Committee and a member of the firm’s management committee. Joseph has served on the Philadelphia Commission on Human Relations by mayoral appointment, on the board of the Philadelphia Bar Association, and the Homeless Advocacy Project. He lives with his wife and three sons in Glenside, PA.

ERICA WEHNER:
Erica Wehner is a longtime resident of Pennsylvania. She grew up in Chester Springs, not far from where she currently resides with her family. After graduation from high school, Erica spent a year exploring the Western United States before returning to Pennsylvania and attending Temple University, where she graduated magna cum laude with a degree in pharmacy. She subsequently attended University of the Science in Philadelphia and completed all of the didactic coursework for her doctorate, and maintains ties with the Temple University Pharmacy School as a research judge and preceptor to pharmacy students on clerkship rotations. Her many years of work in the oncology and hematology-oncology arena have given her an appreciation of the need for newer treatment approaches, and the role of medical marijuana in palliative care for cancer patients.

A mother of 3 children, Erica is an active member of her community politically, and a frequent speaker at local parent support groups. On most Saturdays in the spring and fall, she can be found with her extended family, knitting on the sidelines of her youngest son’s soccer games.
DR. SUZANNE MILLER HALEGOUA:
Since I was a child, I have had a long and abiding commitment to how people cope with adverse events. This fascination with people and the many physical and psychological stresses they undergo led me to a career in the helping professions, focusing on those who were most vulnerable, including underserved populations and women’s health issues. Having grown up in Montreal, Paris, and London, I was acutely aware of the importance of assessing and addressing diversity in how people cope, and the psychological as well as cultural factors that facilitate or undermine adaptive coping. Ultimately my career path took me to health field, with a particular focus on cancer at the prevention, detection, treatment, and survivorship levels. I have dedicated my clinical-research career to helping people understand their medical choices and to developing interventions that empower them to make decisions that are personally beneficial for them.

I have focused not only on decision making but also on patient-physician communication and familial issues, with a view to improving patient behaviors such as smoking cessation, pain control, adherence to challenging screening and treatment regimens, and management of survivorship issues and symptom control. The need for more effective pain and symptom management approaches is especially acute for cancer patients undergoing and treatment and living with cancer. In addition to my national academic activities and leadership, I sit on many nonprofit boards and the Chair the Board of the New Jersey Health Care Quality Institute, which I co-founded and is dedicated to improving the quality, safety, transparency, and cost containment in the state. We are currently funded to revamp Medicaid under a grant from the Nicholson foundation and are working in conjunction with the legislature. I also sit on the Healthwell Foundation Board, which is one of the premier co-payment foundations for helping underwrite health costs for the under-insured, an ever-growing population.

ISAAK INO HALEGOUA MD:
I had always wanted to be a physician since meeting my cousins who sponsored our coming to the USA. Several of them were physicians. I practiced for over 30 years on Long Island and was on faculty teaching students, interns and residents at stony brook university. After meeting and marrying my wife I was faced with a significant problem. She was employed in Philadelphia and a commute from eastern Long Island would be impossible. I gave up my successful practice that I had formed and relocated to Princeton. As a true New Yorker I never dreamt I would live in that dot next to Manhattan Island, but here I am and love it. Retired as I could not find part time work I was finally blessed with the chance to assist the poor in Trenton at St Francis Hospital. My ability to speak Spanish has been an asset for the majority of patients I see there. The sense of accomplishment with many of these poor patients has actually pushed me to work more than I have for 20 years.
VALENTIN THEODORE GORSKI:
Valentin “Val” Gorski was born at Women’s Medical Center in Philadelphia, in August 1961 and he has spent his entire life living, studying, and working in the metropolitan Philadelphia area.

From 1961 to 1978, he lived in the Manyunk and Germantown sections of Philadelphia and attended Germantown Friends School. He matriculated early at the University of Pennsylvania in 1978 after completing the 11th grade. From fall of 1978 to Spring 1981 Val lived in West Philadelphia where he studied biochemistry at the U of P and worked with world-renowned scientists at The Wistar Institute. While living there he was an active part of the greater community. He and a friend co-founded the University City Town watch with two local merchants. After sustaining a life threatening injury in 1981, he returned to his parents home to recover. While there he started working again in the family business and realized that being an entrepreneur was his true passion.

In 1983, Val met Adina Birnbaum, who he would later marry. Adina and Val purchased a home and moved to Flourtown October 1986, where they still live in that same home. After the birth of their daughter Sasha in 1995, they wound down their successful wholesale business to concentrate on their retail businesses, as family has always been paramount to them. In 1998 they welcomed their son Evan into the family.

From 1981 through 1987, Val worked for Jane Snead Samplers, his family’s embroidery kit business. The company manufactured and sold embroidery kits wholesale as well and through retail mail order. He did everything from folding linen to designing the kits, producing the catalogs, overseeing production, maintaining books, and managing staff.

From 1986 through 1988, Val worked with the nationally touring band “Hot Tuna” (former members of The Jefferson Airplane). He developed a “concert hotline” and handled all marketing for the band, including starting the “Tuna Times” newsletter for fans of the band. He approved all t-shirt designs, and handled production and marketing of t-shirts, posters etc. for the band while on tour.

From 1986 through 1995, Adina and Val founded Springhouse Naturals. This business had many incarnations. It started as selling imported Mexican blankets from the trunk of Adina’s car while attending rock concerts. Next, they added a mail order catalog, which they would put on cars in the parking lots where we were selling their goods. After that came Rice’s Market and various Street Fairs (Philadelphia Super Sunday, Somerville Community Day, Red Bank Arts Festival etc.) and college Christmas fairs (Villanova, Rosemont College, University of Delaware etc.). Simultaneously, they opened pushcarts and a temporary store inside Plymouth Meeting Mall, where they cut their teeth in regards to lease negotiations and dealing with corporations and complicated lease arrangements. In January 1990 they had the opportunity to travel to
Thailand with a friend who had been there before and had told them about the beautiful handicrafts that could be found there. Val and Adina started an import business on that first trip, which grew into a wholesale business selling to 500 stores nationwide. They attended trade shows nationwide (NYC, Chicago, LA & SF). Val was in charge of product development, international shipping, customs clearance, order fulfillment, IT and accounting.

In 1992, Val and Adina opened their first boutique, Mandalay Trading Company in Princeton, NJ. In 1995 they purchased and renovated El Quetzal, their second boutique, which is located in the Chestnut Hill section of Philadelphia, and in 1998 they expanded it to twice its original size. They opened a second branch of El Quetzal in Suburban Square in Ardmore, PA in 2011. They still happily operate all three stores today.

His primary responsibilities for all three stores are accounting and IT. In addition, he handles all banking decisions, building management, inventory management, payroll and insurance.

Val, Adina and their dear friend Chris Visco had the opportunity to work together on a new business venture last year when they started Bun’s Bakery, in Flourtown PA. This collaboration has been both very successful and personally rewarding on many levels.

Val and his wife have always tried to use their businesses to support the communities they were involved with. While doing business in Thailand, they worked with a non-profit that helped promote jobs for the semi nomadic hill tribes who produced the handicrafts they were importing to the US. Their Mandalay Trading and El Quetzal stores have supported a wide range of community events, from sponsoring benefit concerts to fund drives for Cradles to Crayons, and Meals on Wheels. His current volunteer work includes working with the Philadelphia Folk Song Society, Odyssey of American Music Project, and the Care and Visiting Committee of the Germantown Quaker Meeting. Val continues to work with local bands to develop their professional skills. He also enjoys digital photography.

ROBERT J. CUBBIN:
I am a 73 year old white male and former owner and President of Mainline Protection Services, Inc., a private security company started in 1993 and sold July 2007. My professional experience started in 1968 with the Philadelphia Police Department. I started as a patrolman for 10 years and ended as an operations supervisor when I retired in 1989 with over 40 years experience in the Criminal justice system with numerous accomplishments. Received the highest honor from Philadelphia Police Department, VALOR, for shoot out and apprehension of armed bank robbers. I received honorable mention from the FBI for assisting FBI with the arrest of Philadelphia mob members.
I have achieved many accomplishments through Mainline Protection Services, a startup business that began with one employee and grew to over 70 employees and went from zero dollars to 3 million per year. Through my time here, I was able to build long-term contacts with businesses in Pennsylvania. With the sale of Mainline Protection Services in 2007, I continually act as a consultant for the company regarding security concerns. As my resume indicates, I possess more than 40 years of progressive experience in the security field. My professional history includes positions such as supervisor at Philadelphia Police Department as well as President and owner of Mainline Protection Services, Inc.

AMY PALMER:
Amy Peiken Palmer has lived in Philadelphia since 2001. Her last professional job was as a marketing manager for Elsevier, a scientific publisher. When her son was age two, she went back to graduate school at Drexel, studying interior architecture. She took a break from the program to spend time with her young children and hopes to finish the program one day and work in the design field.

She moved many times prior to living in Philadelphia during her husband's professional training and worked for various non-profit and educational institutions. While in Savannah, GA, she worked for the Savannah College of Art and Design as their Transfer Evaluator. During her five years in Chicago she worked for the University of Chicago Graduate School of Business in External Relations and for The Les Turner ALS Foundation as Director of Fundraising Programs.

She is a graduate of the University of Maryland College Park with a B.S. in Journalism. She spent many years working on Capitol Hill during college for the House Rules Committee and for Congressman Bart Gordon (D-TN). Amy is the mother of two active children, ages 8 and 12. She volunteers regularly at their school and recently co-chaired the elementary school’s book fair, its largest fund raiser. She also volunteers for C-CAP, Careers through Culinary Arts Program, which transforms the lives of disadvantaged youth through the culinary arts and prepares them for careers in the restaurant and hospitality industry. Her hobbies include travel, photography, cooking and bicycling. The family is studying Spanish together.

GWENDOLYN OTELIA SCOTT-HODGES:
Gwendolyn Scott-Hodges, an African- American woman, resides in Bucks County, PA and is a wife and a mother. Gwen is the proud mother of Brandon Hodges an accomplished young man. Gwen grew up in Trenton, NJ the youngest of (6) children. She is a member of Shiloh Baptist Church in Trenton, NJ. Gwen is an alumnus of Princeton Day School in Princeton, NJ and The University of Massachusetts/Amherst in Amherst, MA where she earned a B.A in Economics. Gwen is a Licensed Producer for the State of Pennsylvania.
Gwen has more than 15 years of professional experience in the Pharmaceutical/Biotech/Insurance Industry. She has demonstrated her ability to market in the present healthcare environment, transform health systems and manage government programs. She has contributed to successful product development and placement. Gwen enjoys providing support to field teams and providers that have Compliance, Integrated Delivery Networks, Government Programs and Strategic Customer Group needs.

She has given generously to the community. She is a member of the Board of Directors Family Services of Bucks County, School Committee Member Newtown Friends School, Clerk of Committee of Trustees Newtown Friends School, Member Bucks County Links, Incorporated, Associate Member Jack & Jill of America, Former President Parents Association George School, Former Vice-President Parents Association George School and Former Board Member YWCA Trevose, PA.

Gwen is a woman who believes in advocacy. Bucks County is indeed fortunate to have a dedicated member of the community

JEFF KALINER:
In 1992 Jeff Kaliner co-founded Power Home Remodeling Group with his cousin, Adam Kaliner. As founding partner of PHRG, Jeff was responsible for overseeing and providing direction for the organization’s strategic marketing, regional expansion and culture development.

Together they built an organization recognized for its high business ethics and integrity. Under their leadership, Power has grown to become one of the nation’s largest exterior home remodeling companies with more than 1,500 employees and $400 million in annual sales.

Jeff was the driving force in the development of the company’s unique “people first” culture and the motto that every employee plays a significant role in the company’s success. He also strongly believed that “if you love what you do, you’ll never work a day in your life”, and succeeded in creating a culture that shared his philosophy. Additionally, Jeff oversaw the company’s advertising and brand management programs and served as the “face” of the company in its popular television and radio ads.

His extensive background and experience in home remodeling were a natural fit and stepping stone into his next venture. In 2013, Oasis Property Group was born. Jeff’s extensive network of contractors and suppliers enabled him to hand select the very best in the building industry. Partnering with Bay Front Properties, a leader in new and custom home construction for nearly two decades, and having completed dozens of high-end homes, the team assembled is second to none. Here, Jeff combines his people
first culture with his customer centric focus, thus creating a winning model for the end user.
Jeff is a member of the National Association of the Remodeling Industry (NARI), the Building Performance Institute (BPI), and the Delaware County Chamber of Commerce. Jeff is a board member and fundraiser for the Alex’s Lemonade Stand Foundation, a leader in the fight against childhood cancer where he has proudly raised over a half million dollars.

Jeff holds a bachelor degree in management from the Freeman School of Business at Tulane University in New Orleans. He also holds a PA Real Estate Salesperson’s license. Jeff currently resides in Villanova, PA with his wife, Mara and their three children, Ryan, Jordan and Olivia (Livvy).

JAMES ALLEN DONERKIEL:
My Name is James Allen Donerkiel. I was born in Cleveland, Ohio on 03/23/1966. My family moved from Cleveland to Philadelphia to Southern California. I grew up and went to school in the San Fernando Valley. In 1989, I graduated from California State University at Northridge with a degree in finance.

After graduation, I moved to Telluride, Colorado. It was there that I met my future wife. We moved to St. Paul, MN so she could get her degree in veterinary medicine. Upon her graduation in 1995, we moved to Boise, Idaho.

Boise is our home. I started my own real estate appraisal business in 1996. My wife started her own veterinary practice in 2003. We have two children. Both are attending Kuna High School. Ben is a senior and Jill is a sophomore.

I have been very involved in fundraising and extracurricular activities at the high school. Additionally, my company has supported many local charities. My charitable giving has primarily focused on helping local children.

JO B. BLUMENTHAL:
Jo B. Blumenthal was born and raised in the coal regions of Pennsylvania. After obtaining her Bachelor of Science in Education from East Stroudsburg University, Jo taught 5th grade in Stroudsburg and volunteered weekly with special needs children and adults at the local YMCA. As a middle school math and science teacher in Bensalem Township, she established a Unique Experience Activity Club, continued earning graduate credits and married. Jo had two daughters, became a licensed Realtor, and an active PTO member in the elementary, junior and senior high schools that her children attended. At the elementary level, Jo designed and implemented a yearlong “reach out” program that involved all grade levels, many charities, hospitals, community members and organizations. She presented Peer Mediation and Conflict Resolution
Training to the high school faculty. Jo was a founding member of The Abington Community Task Force serving as co chair of the Service/Religious, Parent and School Committees. She participated on ad hoc School Board Committees on space, service learning and legislative issues. Jo was an elected member of the Abington Township School Board for six years. In the community, Jo devoted her time to Citizens and Police Together, The National Association for the Advancement of Colored People, Abington Human Relations Board, Community Partnership of Youth and Adults, We Can Say No, Odyssey of the Mind, and Kiwanis. Jo is an avid reader of multiple newspapers and has a keen interest in domestic and global issues.

RICH LESTER:
Rich Lester first came to the Philadelphia area when he attended college at the University of Pennsylvania and moved back to the area with his family in 2006. He founded Veterinary Practice Partners in 2011, which has been honored in the Philadelphia 100 fastest growing companies the past three years, including being #1 in 2014 and #4 in 2015. The Company has over 700 employees nationwide and a headquarters in King of Prussia that has grown to over 25 people.

In addition to growing a local business, Mr. Lester is actively involved with three children, 12-year-old boy-girl twins and a 9-year-old son. He has had leadership roles in Gladwyne’s Cub Scout Pack 110 over the past 7 years and has been a head coach for his daughter’s basketball team in the Main Line Girls Basketball League. Additionally, Mr. Lester and his wife Rachel are active at Main Line Reform Temple where his wife has been on the Board for over five years and on the Executive Committee for the past three years.

GERARD GENUA:
“Jerry” was born a first generation Italian American in 1945 in The Bronx, NY. The only child of a printer and stay at home mother, Jerry grew up in a modest home, but learned early in life, the value of hard work. In 1963, he attended Fordham University and graduated 4 years later. Growing up a young, ambitious boy in New York, Jerry dreamed of Wall Street.

After graduating from college, Jerry fulfilled his dream, and landed a job with Bache & Co., the country’s 2nd largest retail brokerage company. He quickly grew the ranks in the fast pace environment to Vice President. Jerry worked 18-hour days for nearly 20 years on Wall Street until he suffered a massive heart attack. It was time to take a break. He left what was Prudential-Bache in 1985 and planned on retiring at the age of 40. After a few months at home, Jerry knew that retirement was not an option for him. He began to look for a business to purchase. He partnered with two owners of a bridal headpiece company in Hoboken, New Jersey with an option to buy them out in two years. The
company had a customer base which included the country’s largest bridal retailer, so Jerry saw the potential for business growth.

He identified many ways to improve productivity, increase quality and customer service while cutting costs and becoming more profitable. His company has had steady growth over the last 32 years. On September 11th, 2001 when the World Trade Center was attacked, Jerry and his staff watched from across the river in Hoboken as the towers collapsed, none of them will ever be the same again. As soon as civilians were allowed in lower Manhattan, Jerry walked the streets and delivering donations and aid to firehouses and the families of first responders throughout the region. He continues to support the local stations and families of victims through private donations.

SHARI LAZARUS:
I was born in New York City 1960, the first child in my family. My father was then a graduate student in German History at Columbia University, and my mother was an elementary school teacher. After my father earned his PhD, we ultimately ended up in New Jersey, where he became the chairman of the history department.

Growing up in that academic environment, I had some transformative experiences. When I was a child, my father took a sabbatical and I lived in Munich for a year. Going to public school in Germany, knowing barely rudimental German, and learning subjects that were unheard of in American schools, such as knitting, calligraphy, and religion. It truly opened my eyes to the diversity that exists in all aspects of life. It was also a slightly bizarre experience to me, the daughter of a Jewish refugee of World War II, to notice the reactions of people to learning that my family was Jewish. Most people were immediately apologetic about the Holocaust, even my classmates, which struck me as odd, given that they hadn’t even been born when it occurred. All in all, living abroad at such an impressionable age was a formative experience, impacting my studying of foreign languages, travel, and lifelong learning.

Coming back, I had a successful academic experience, going on to earn a Bachelors degree, and later a Masters degree at the University of Pennsylvania, which I completed at night while working there as a computer programmer full time. All of that changed, however, when I became a mom. I tried for several years to work full time, but eventually decided to leave the workforce to concentrate on motherhood. However, I didn’t want to just focus on my house and family, so I got very involved with the home and school association at my daughter’s school, eventually becoming the President of the Parent Teacher Association at Myers Elementary School and and joining the Cheltenham school district’s United Parent’s Group. I also devoted time to my synagogue as well, volunteering with the Social Action committee.
As my children grew older, I decided to reenter the workforce, and decided to pursue teaching. I had already earned my masters in computer education, but not a teaching certificate, so I took coursework at Gwynedd Mercy College to increase my skill set. Before completing this process, I took a job as the computer teacher at St. Dorothy School, where I taught for more than ten years. Again, I was somewhat of a fish out of water, being the only non-Catholic in the school. However, it was a pleasure to deepen my understanding of the Catholic religion, and actually ended up having my students complete many computer projects based upon their religious instruction.

This year, I left my position at school to help take care of my mother-in-law, who is suffering from dementia. Although she is in an assisted living facility, she requires much day-to-day care, and it is heartbreaking to see her decline. I also have been helping my mom with some of her medical issues. My husband and I are still very involved in my adult daughters’ lives, and visit them both in New York City often. We enjoy cooking, traveling, and are currently members of both the Barnes Foundation and the Philadelphia Museum of Art.

DAVID LAZARUS:
I was born on January 29, 1956 in Wilmington Delaware, to Ellen and Myron Lazarus. My mother Ellen was born in 1929 in Queens. That same year, her father lost his business, and the family spent the depression years in Poughkeepsie, he worked odd jobs. Eventually, they moved back to Queens and my mother graduated Queens College with a degree in Math. Many years later, she worked for the State of Delaware as a computer programmer.

My father’s family left Odessa Russia (now the Ukraine) in 1905, motivated by the anti-Jewish pogroms. Upon arriving in America, they started a peddling business in upstate New York that grew into a wholesale business for peddlers. In 1924, my father’s family moved to Wilmington DE and bought a store, the Wilmington Dry Goods, which grew to became the largest store in Wilmington. In that same year, my father was born Wilmington, where he grew up. He was drafted into the US Army and fought in the invasion of southern France where he had his leg amputated. Returning to the US, he got a BA and MA in history from the University of Delaware, and went to graduate school at Columbia. While in NYC, he met my mother and they moved to Wilmington where my sister and I were born. My father taught social studies at a high school in Newark DE.

I grew up in a small development outside of Hockessin Delaware, and attended the recently integrated public elementary school there. Later, I attended Alexis I DuPont Middle and High School where I excelled in math, science and social studies. I was very interested in science, especially space exploration. I was also very interested in civil rights and the anti-war movement. Because of my father’s war injury, our family was
less focused on sports, and more focused on the arts and culture. We also attended the synagogue in Newark, and I had a Bar Mitzvah.

I went to the University of Delaware where I received a BA, with a major in Political Science and a second major in Statistics and Computer Science. Then I went to the University of Pennsylvania, where I received a Masters of Science in Engineering in Computer and Information Science. My courses included two graduate courses at the Wharton School of Business, including one on Database Management Systems, which led to my first full time job. I was a teaching fellow in the School of Electrical Engineering, and I had a part time job at the University of Pennsylvania School of Medicine computer center. At the computer center, I developed a database of congenitally deformed baby hearts for the Department of Pediatric Cardiology at the Children’s Hospital of Philadelphia. After graduation, and before starting my first permanent job, I met my future wife Shari and I taught a second year computer science course at Drexel University.

Soon after graduation, I went to work as a software developer with a startup company run by a Wharton Professor and some of his students. When the company began to implode, I went to work as an engineering company specializing in defense computer graphics systems in Horsham, PA. Shari and I bought a house in Elkins Park to be closer to work. Then I got a better software engineering position with RCA in Camden, NJ where I worked on classified military equipment and the communication system for NASA’s Space Station. Both of my daughters were born while I was at RCA.

When the Cold War ended and the defense industry declined, I went to a small software company where I was a key developer of the user interface for the first digital cable box. I also developed the software for a surgical device for Bristol Myers, and the public transportation system in Boston. Then I went to work at General Instruments (bought by Motorola which was bought by Google and then Arris) as a software developer for cable industry equipment. More recently, I have been working as a system-engineering contractor at Comcast. I filed 17 patent applications related to the Cable Industry, 13 of which were granted and issued.

I have been very involved parent. I coached my girls’ soccer teams when my daughters were playing soccer. I enjoy cooking, travel, hiking and riding my bicycle on trails. Currently, I am developing my own iPhone application.

Section 9C

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

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

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

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

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

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

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

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

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

10. All staff are required to undergo annual refresher training, including up to 10 hours in our refresher training program. If required, employees will undergo additional training in Department-approved courses. Failure to complete refresher training within 60 days of the anniversary of hire is grounds for suspension or termination.
11. Human Resources will track each employee’s completion of refresher training requirements and will provide ample written notices of pending due dates and course options.

12. Human Resources will maintain all training and refresher training attendance logs, certificates of completion, training materials (if available), employee training tracking sheets, and other training related documents and records in electronic form for at least 4 years past the date an employee ceases to work for the company.
March 1, 2017

Mr. John Collins
Office of Medical Marijuana
Department of Health
Room 628 Health & Welfare Building
625 Forester Street
Harrisburg PA. 17120

Dear Mr. Collins,

I am Steven Bayne, Lead Consultant and Principal of Baymas Enterprises, LLC. I am offering this letter of support to TerraVida Holistic Center’s application to own and operate medical marijuana dispensaries in the State of Pennsylvania.

Michael Joynes, is someone I have had a long working relationship with. He has been a community activist his entire life. As the former Chief of Staff to Roxanne Jones and as the Director for the Philadelphia Workforce Development Corporation, Michael never hesitated to help anyone he could.

The background of the entire TeraVida team comes with a number of years of the experience that is needed to operate this type of business.

This team has a proven track record of community outreach and I am confident that they will enhance their business will meet the unique needs and concerns of the residents of each community. Additionally, their commitment to create jobs within each community, as opposed to bringing workers in from other states, illustrates their dedication to our communities and makes them an asset here in Philadelphia and surrounding areas.

I appreciate your taking the time to review my thoughts. I hope that you will consider TerraVida Holistic Center’s application favorably.

Sincerely,

Baymas Enterprises, LLC
March 12, 2017

John Collins
Office of Medical Marijuana Department of Health Room 628,
Health and Welfare Building
625 Forester Street Harrisburg, PA 17120
717-787-4366

Dear Mr. Collins,

I am writing this letter on behalf of North Penn VFW 676 of Glenside located in Abington Township, Pennsylvania. After hearing about the business and community plans from TerraVida Holistic Centers, LLC to operate a medical marijuana dispensary in our community, we enthusiastically support their business in Abington Township.

We were most impressed by the owners, Chris Visco and Adina Birnbaum’s commitment to veterans in our community. We were pleased to learn that their current businesses are already part of The Montgomery Veteran’s Discount Identification Program and that if allowed by law, TerraVida Holistic Centers LLC will also participate.

TerraVida is deeply committed to providing patient access and exemplary patient care to Montgomery County residents. They have partnered with The Veteran’s Multi-Service Center to contribute significant financial support to their efforts in supporting veterans with food, clothing, housing and employment training. TerraVida has allocated hundreds of thousands of dollars a year to veteran’s programs throughout the region. Additionally, unlike many applicants who will seek to sell their data, TerraVida has committed to giving their data to the VA Hospitals in our region to facilitate continued research on the affect of medical marijuana on the treatment of many conditions, including, but not limited to PTSD. They are also giving their data to further research efforts at Fox Chase Cancer Center.

We believe it is critical to our community to have dispensary owners who believe in “patient-first” care and who take an active role as a good neighbor and become part of the fabric of our community. We look forward to hosting TerraVida Holistic Center this spring for an education seminar to inform the community of the benefits of medical marijuana, and the positive impact on communities and patients.

Sincerely,

[Signature]

COMMANDER VFW POST 676
March 15, 2017

John Collins
Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120

Dear Mr. Collins:

As residents of Philadelphia, we are excited about the prospect of a medical marijuana dispensary opening in our Mt. Airy neighborhood. We were able to hear of TerraVida Holistic Centers’ plans to apply for a medical marijuana license with a location in our community. The owners, Adina Birnbaum and Chris Visco attended a community gathering at our home and answered questions regarding the business model and how a dispensary would fit into our community. Our diverse neighborhood is open to new businesses. TerraVida’s plans to open in a neighborhood in great need of economic development and their plans to beautify the building they have purchased will be of great value to that section of our neighborhood.

We wholly support TerraVida Holistic Centers and feel that the diverse team that Adina and Chris introduced to us is representative of our community. They were extremely knowledgeable about the benefits of medical marijuana for various conditions and provided a great presentation regarding the program, the security and about patient care. Mt Airy will be fortunate to receive a dispensary and we hope that it is operated by TerraVida Holistic Centers.

Sincerely,

Michael Luby
March 15, 2017

Mr. John J. Collins  
Director, Office of Medical Marijuana  
Department of Health  
Room 628, Health and Welfare Building  
625 Forester Street  
Harrisburg, PA 17120

Dear Mr. Collins,

As a resident of the Mt. Airy neighborhood in Philadelphia, I am writing to lend my support to legal medical marijuana dispensaries opening in Pennsylvania. I believe that medical marijuana is an effective alternative treatment for many medical conditions and may be less harmful than many prescriptions drugs, especially painkillers.

At their neighborhood meeting that I attended recently I learned a great deal about what a dispensary will look like, the strict guidelines under which they will operate, and the many people that will be helped. Adina and Chris spoke with passion and compassion about their focus on patients, community, and security. They answered many questions and gave our neighbors the opportunity to voice concerns, support, and have their questions answered.

I believe that Adina Birnbaum and Chris Visco, as leaders and business people in our community, are ideal candidates to receive a dispensary license.

Thank you for your time.

Sincerely,

[Signature]

Anne McNiff

[DOH REDACTED]
March 15, 2017

Mr. John J. Collins  
Director, Office of Medical Marijuana  
Department of Health  
Room 628, Health and Welfare Building  
625 Forester Street  
Harrisburg, PA 17120

Dear Mr. Collins,

I am writing as a resident of the Mt. Airy neighborhood in Philadelphia to lend my support to legal medical marijuana dispensaries opening in Pennsylvania. I wholeheartedly believe that medical marijuana is an effective alternative treatment for many medical conditions and can be less harmful than many prescriptions drugs, especially painkillers.

I attended a neighborhood meeting recently where I learned a great deal about what a dispensary will look like, the strict guidelines under which they will operate, and how many people will be helped. Adina and Chris were very knowledgeable and spoke with passion and compassion about their focus on patients, community, and security. They answered all questions put forth and gave our neighbors the opportunity to voice concerns, support, and have their questions answered.

I believe that Adina Birnbaum and Chris Visco, as leaders and business people in our community, are ideal candidates to receive a dispensary license.

Thank you.

Sincerely,

Miles Thompson

[Signature]
March 17, 2017

John Collins
Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120

Re: Terravida Holistic Center Application-Sellersville, PA Bucks County

Dear Mr. Collins:

My name is Nancy Jackson, a lifelong resident of Bucks County, PA. I have lost many loved ones to cancer in my lifetime. I am 78 years old. I believe strongly that medical marijuana would have significantly helped with the treatment of cancer, increased the appetites of those I watched wither away during their chemotherapy treatments and lessened the pain without the use of opioids. I was relieved to know that Pennsylvania finally passed the medical marijuana law this year and hope it will be available sooner rather than later to help cancer patients and others.

I had an opportunity to review the plans for TerraVida Holistic Centers who are applying for a medical marijuana license in Sellersville, Bucks County. I find their plans to be an exciting opportunity in an area much in need of economic development. There are many large, empty buildings and plots of land there, and a new business may help further development. Additionally, the owners, Christina Visco and Adina Birnbaum’s patient and community based plan was inspiring.

It was refreshing to hear about a company who is so dedicated to improving the lives of others and really supporting the community, as opposed to all of the out of state, big money people I have been reading about in the paper. I believe it is essential to have small, local, Pennsylvania business owners operating in our neighborhoods. From what I have read in the papers, it sounds like this process is expensive and will preclude small businesses from participating. This scares me that this industry will become more about money and overcharging those in need than it will be about helping sick people.

That is why I wholeheartedly support these women to open TerraVida Holistic Center in Bucks County. We are a community which supports local businesses and have had too much development by large chains overdeveloping our open space here. Adina and Chris are community and patient focused and have presented a strong business plan which illustrates, in my opinion, their ability to build a business
which will have much community support and therefore be successful in maintaining a business without leaving an empty store front and closing their doors. Residents in Bucks County care about their communities and with Adina and Chris’ clear passion for helping veterans and creating high paying jobs, I know they will be successful. I am exclusively supporting TerraVida in Bucks County and deeply hope we will not have too many out of state, big money people selfishly opening here in Bucks County just to profit.

I am happy to provide more information regarding patients in need should you require it. Thank you for your consideration of TerraVida’s application.

Regards,

Nancy I. Jackson

Nancy I. Jackson
Bucks County Resident
To Whom May Concern,

I am Stephen A. Pina Sr., President of G Ellis Group, Inc. I am submitting this letter of support on behalf of TerraVidat’s Holistic Center’s application to own and operate medical marijuana dispensaries in the State of Pennsylvania, and specifically in South Eastern PA.

I personally known, TerraVida’s principal, Michael Joynes most of his life. Mr. Joynes has been a community activist for the past forty-five years. I also enjoyed working with Mike when he was a Director for the Philadelphia Workforce Development Corporation (PWDC) and when he was the Chief of Staff for Roxanne Jones. Michael spent a great deal of time developing and nurturing positive working relationships with the City, State and Federal elected and appointed officials. He also coordinated numerous community initiatives with the corporate community, faith based institutions and area non-profit agencies.

The entire TerraVida team has an impressive collection of years of experience in manufacturing, retail, business development, medical management and volunteers in South Eastern Pennsylvania. The Team has a history of reaching out to the community and utilizing best practices for creating business models that motivate community participation.

I appreciate you taking the time to review my thoughts and I hope that you will consider TerraVida Holistic Center's Management’s application favorably.

Sincerely,

Stephen A. Pina
February 27, 2017

Mr. John Collins
Office of Medical Marijuana
Department of Health
Room 628 Health & Welfare Building
625 Forester Street
Harrisburg PA 17120

Dear Mr. Collins,

This correspondence is sent to state that I am fully and completely in support of Michael Joynes and his partners of TerraVida Holistic Center who are attempting to establish a medical marijuana dispensary business.

Mr. Joynes has been a life long advocate for the underserved population of within the city of Philadelphia. His years of serving as the Chief of Staff for the former State Senator Roxanne Jones, and Government Liaison enabled him to navigate the political world, as well as to use his unique talents effectively in relating to the community.

Mr. Joynes served as Chair of our Board of Directors for three years where his commitment and leadership allowed us to grow, expand and engage in new projects that enhanced the lifestyles of those we served.

Sincerely,

[Signature]

Executive Director

DOH REDACTION
March 9, 2017

John Collins
Office of Medical Marijuana
Department of Health
Room 628 Health & Welfare Building
625 Forester Street
Harrisburg PA 17120

Dear Mr. Collins,

It is with great pleasure and no hesitation that I write this letter in support of Michael Joynes who has become a part of a team “TerraVida Holistic Center” who are engaged in applying for the ownership and the operation of a medical marijuana dispensary.

I have known of and admired the hard work dedication to the community displayed by Michael for more than thirty years. His leadership as Chief of Staff for the late State Senator Roxanne H. Jones made Michael stand out because of the many initiatives that he either developed or supported.

When the senator died Michael continued to serve the community as Director of Government Affairs for the Philadelphia Workforce Development Corporation where he developed collaborative projects that lead to joint efforts to combat high unemployment in the city and surrounding areas.

I have sat on a couple of boards and projects that pulled on Michael to lead or to provide some brain power to accomplish the goals that were to be reached.

I am confident that the business operated by TerraVida will prove to benefit the community because of talents that each partner brings to this operation.

In the spirit of goodwill I hope that your response to this application will be favorable.

Sincerely,

[Signature]

Founder / CEO
February 22, 2017

John Collins
Office of Medical Marijuana
Department of Health
Room 628 health and Welfare Building
625 Forester Street
Harrisburg PA 17120

Dear Mr. Collins,

My experience with Mr. Michael Joynes dates back over 25 years when he was then the Chief of Staff for the late State Senator, Roxanne Jones. From that professional relationship grew a deep appreciation for his character and his ability to reach out to and advocate effectively with various audiences.

I have witnessed Mr. Joynes in many settings and have observed his calm and decisive demeanor. I was so impressed that I asked him to become my unofficial mentor. The trust, respect and loyalty I have for Mr. Joynes is beyond question.

I have watched him give selflessly and tirelessly to many individuals that I thought were undeserving. When I questioned Mr. Joynes on certain decisions he made, he would respond, in his quiet way that “sometimes you have to look beyond the moment and see the larger picture”. True enough, as time unfolded, I was able to see the wisdom of his decisions.

I believe that this opportunity for Mr. Joynes and his partners of TerraVida Holistic Center to own a medical marijuana dispensary is well deserved and will be operated in a professional manner according to all of the laws that apply.

Sincerely,

[Signature]
February 22, 2017

DOH REDACTION

Dear Mr. Collins

This correspondence is being as a letter of support for Michael Joynes and his endeavor to procure a cannabis sales outlet. We have worked closely with Mr. Joynes for over 20 years and have every confidence that he will use this opportunity to enhance the community.

This may sound odd, considering the nature of this business opportunity, but it really does speak to the core of what Mr. Joynes believes. You see, Mr. Joynes has always had a heart for service. My first encounter with him was when he was serving as Chief of Staff for the late State Senator Roxanne H. Jones. I had the opportunity to see firsthand his passion for the community. Mr. Joynes then spearheaded an organization of Job Developers of which I was privileged to be a part of. Michael is extremely careful with whom he associates himself so I am sure that he carefully chose the members of TerraVida Holistic Center and has trust and faith in their abilities.

I am confident that this business opportunity will be used by Mr. Joynes to provide training and employment for members of the community.

Thank you for your consideration.

Sincerely,

Michele Brooks
CEO/Founder
Dear Mr. Collins,

As someone who has lost numerous loved ones to long and brutal battles with cancer, I am an enthusiastic proponent of our Commonwealth’s recent legislation finally allowing for the sale of medical marijuana. As a Township Commissioner in Abington, Montgomery County, I am very much in favor of a medical marijuana dispensary operating in our community. And as someone who has known Chris Visco and Adina Birnbaum for several years, I am eager and proud to support their opening and operation of Terravida Holistic Centers here in Abington.

For as long as I’ve known them (and for much longer, in fact), Chris and Adina have been actively and positively involved in community life here in MontCo, and they also have a rich and substantive history of successful and responsible small business operation. Just as I am confident that a medical marijuana dispensary will be an economically beneficial addition to our local business community and, moreover, a vital quality-of-life resource for many local patients, I also believe that there are no better stewards for such a facility than Chris and Adina.

I have been introducing my constituents to the notion of a medical marijuana dispensary coming to Abington Township, and Chris and Adina have already met with me and other Township officials and staff—and are arranging community education meetings for the public—in order to share information about the benefits of medical marijuana, Pennsylvania’s new medical cannabis laws, and the strict regulations governing dispensary operations. Thus far, community reaction has been very favorable, and I fully expect Terravida Holistic Centers to be warmly welcomed here in Abington Township.

Many thanks for your time, and best regards,

John L. Spiegelman
Commissioner, Abington Township, Ward 11
March 4, 2017

John Collins
Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120
717-787-4366

Dear Mr. Collins,

As the former Governor of Pennsylvania and former Mayor of Philadelphia, I have reviewed the plans for TerraVida Holistic Centers. I am confident in TerraVida's plans and encouraged by their commitment to helping patients and serving the community.

I am impressed with TerraVida and the diverse and talented team they have assembled. Their team is comprised of many lifelong Pennsylvania residents including Adina Birnbaum, Christina Visco, Mike Joynes, Erica Wehner and Rodney Little. Their security team, Main Line Protection Services, employs many former Pennsylvania law enforcement officials. As a company primarily owned and operated by Pennsylvania residents, their team inherently understands Pennsylvania and the communities they intend to serve.

Their plans for community outreach, education and service coupled with their commitment to hire within and give back to the communities they serve further reinforces my belief that not only will TerraVida be a successful business, but TerraVida will also be a good neighbor.

I appreciate you taking the time to review my thoughts on TerraVida's application.

Sincerely,

Edward G. Rendell
March 16, 2017

Mr. John Collins
Director, Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forrester Street
Harrisburg, PA 17120

Dear Mr. Collins,

I have spoken with Adina Birnbaum and Chris Visco at length regarding their efforts to open the Terravida Holistic Centers in Abington. Knowing Adina and Chris both professionally and personally, and witnessing first-hand their dedication to this cause, I fully support their endeavor.

I have confidence that Chris and Adina will not only honor and adhere to all that is required by law in operating a dispensary. They will also go above and beyond in ensuring that their business operations uphold the highest standards.

The value of medical cannabis has been long recognized throughout the world and more recently by the state of Pennsylvania. I believe that Chris and Adina are exceptionally well-positioned, given their standing and investment within the community, to oversee the provision of these benefits. In addition, their well-established business expertise will undoubtedly bring added economic prosperity to the area.

Please do not hesitate to get in touch should you have any questions or need anything further from me.

Sincerely,

[Signature]

Senator Art Haywood
4th Senatorial District
March 2017

To Whom It May Concern;

I am submitting this letter of support for Terravida LLC’s application to own and operate medical marijuana dispensaries in the state of Pennsylvania, and specifically, Southeastern Pennsylvania.

I have known one of the principals, Michael Joyner, both personally and professionally for a number of years. He has been a community activist his entire life. As the former Director for the Philadelphia Workforce Development Corporation (PWDC), Michael developed and nurtured positive working relationships with city, state and federal elected and appointed officials, the corporate community, faith based institutions and area non-profit agencies.

I am extremely impressed with the background of the entire management team with years of experience in business development, community volunteer coordination, manufacturing, medical management and retail in Southeastern PA. Their holistic vision and priority to their patient – first wellness program, coupled with their focus on patient accessibility is quite impressive.

This team has a proven track record of community outreach and I am confident that they will enhance their business model to meet the unique concerns and needs of the residents of each community. Additionally, their commitment to create jobs within each community, as opposed to bringing workers in from other states, illustrates their dedication to our communities and makes them an asset here in Philadelphia and surrounding areas.

I appreciate you taking the time to review my thoughts and I hope that you will consider Terravida LLC’s application favorably.

Sincerely,

W. Curtis Thomas
State Representative
181st Legislative District
March 13, 2017

Mr. John J. Collins
Director, Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17102

Dear Mr. Collins,

Please accept this letter of support for the application of Chris Visco and Adina Birnbaum to open Terravida Holistic Centers, a medical marijuana dispensary in Abington Township. Abington Township is the neighboring municipality to Cheltenham, and many Cheltenham residents will benefit from the nearby location of Terravida Holistic Center.

Chris and Adina exemplify the phrase, “service over self.” They are engaged in the local community and have stellar reputations. Moreover, both individuals have a proven acute business insight. Both individuals will do an outstanding job of operating the dispensary. I know they took the initiative to speak with Abington municipal officials about their proposal and how they might address concerns Abington Township may have regarding the dispensary.

Without hesitation or equivocation, I am pleased to lend my support to the application of Chris Visco and Adina Birnbaum to open a medical marijuana dispensary.

Very truly yours,

[Signature]

J. Andrew Sharkey
Cheltenham Township Commissioner
Mr. John Collins  
Office of Medical Marijuana  
Department of Health  
Room 628, Health and Welfare Building  
625 Forester Street  
Harrisburg, PA 17120  

March 17, 2017

Dear Mr. Collins:

I am writing to offer my support for the Terravida Holistic Centers’ (Terravida) plans to obtain a medical marijuana dispensary license. The license would allow Terravida to open up to three dispensaries, including one in my legislative district. I strongly support their proposal and encourage you to approve their application.

Owners Christina Visco and Adina Birnbaum are dedicated to creating a patient-centered environment, focusing on the medical needs of children, the elderly, and veterans. To that end, they have researched locations within close proximity to veterans’ hospitals, elder care facilities, and cancer treatment facilities.

Terravida is 88% women owned and operated. Their advisory team draws experience from many relevant fields, including medical—specializing in cancer and pediatrics—pharmaceuticals, retail, public policy, legal, and veteran affairs. Terravida is smartly positioned to bring compassionate care to patients, as well as drive economic growth and revenue in southeastern Pennsylvania.

I appreciate your consideration of Terravida's medical marijuana dispensary license application. If you have any further questions, please do not hesitate to contact me.

Best regards,

Madeleine Dean  
State Representative  
153rd Legislative District
February 22, 2017

Mr. John J. Collins  
Director, Office of Medical Marijuana  
Department of Health  
Room 628, Health and Welfare Building  
625 Forester Street  
Harrisburg, PA 17120

Dear Mr. Collins,

I met with Chris Visco and Adina Birnbaum this afternoon concerning their bid to open Terravida Holistic Centers, a medical marijuana dispensary, in my neighboring community of Abington. And I wanted to reach out to lend my enthusiastic support for their application.

Chris and Adina have long been very actively involved in the community, and I can vouch personally and professionally for their warmth, community connections, and business acumen. I have no doubt that a dispensary under their direction will provide a tremendous service to those in our community who need it the most as well as an economic boon for the area.

Chris and Adina are currently arranging community education meetings for the public in order to share information about the benefits of medical marijuana, Pennsylvania’s new medical cannabis laws, and the strict regulations governing dispensary operations, and I understand that the community reaction has been very favorable. You can count me, too, as a strong supporter.

If you have any questions or would like to discuss the proposed Terravida Holistic Centers further, please don’t hesitate to reach out.

Best regards,

Steve McCarter  
State Representative  
Pennsylvania’s 154th Legislative District
March 14, 2017

Mr. John J. Collins  
Director, Office of Medical Marijuana  
Department of Health  
Room 628, Health and Welfare Building  
625 Forester Street  
Harrisburg, PA 17120

Dear Mr. Collins,

I am writing in regards to Chris Visco and Adina Birnbaum’s application for TerraVida Holistic Centers, a medical marijuana dispensary application in the Mt. Airy section of Philadelphia, a neighboring community, less than 2 miles outside of Springfield Township. I have known Chris and Adina for many years. Not only are they active community leaders and volunteers, they are also well established and highly regarded business owners in my community. Their reputation, professionalism, integrity, passion and compassion make them an outstanding applicant.

Chris and Adina are not only exemplary business owners, but they give back to their community by donating, volunteering, and educating the community. I know that they will have a patient centered, medically focused, secure and compassionate dispensary. Our township will be fortunate to have a dispensary operated by Adina and Chris in such proximity to us, so they will not only have access to the treatment they need, but can also be assured superior patient services.

I would like to enthusiastically lend my support to Chris Visco and Adina Birnbaum.

If you have any questions or need any additional information, please do not hesitate to call or email me personally.

Sincerely,

Michael E. Maxwell  
Springfield Township Commissioner, Ward 1

DOH REDACTION
John J. Collins                                      February 15, 2017
Office of Medical Marijuana
Department of Health
Room 628 Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120
717-787-4366

Dear Mr. Collins,

As Sherriff of Montgomery County, I am submitting this letter in support of Terravida Holistic Centers application to open and operate a medical marijuana facility in our community.

I have known Christina Visco and Adina Birnbaum for many years and I know that they have the business acumen and community compassion to operate a successful business.

It was a pleasure to review their plans for a highly secure operation that focuses on the well being of patients. If you have any questions, do not hesitate to contact me at [DOH REDACTED] or [DOH REDACTED].

Sincerely,

Sean Kilkenny, Montgomery County Sheriff
March 12,
John Collins
Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120

Dear Mr. Collins:

My name is Robert Sassi, and I am writing to you as Plymouth Township Constable serving Montgomery and Philadelphia Counties. I have known the owners, Chris Visco and Adina Birnbaum of TerraVida Holistic Centers for many years. They are active members of the community, which is of great importance to me, as I believe community involvement is a prerequisite for any business.

Additionally, I have reviewed their security plan in depth and am very comfortable with their dedication to a secure, safe environment for their patients, staff, and neighbors. I have also followed the Commonwealth of Pennsylvania's regulations closely and was very happy to see that they plan to exceed the actual requirements. Their concept of creating a beautiful facing for their building where people can see inside a lobby and feel comfortable that they are a legitimate healthcare facility instead of a "drug house," is brilliant. They have thought of every conceivable way to embrace the community and fit into and improve the look of their business districts. They have thought out every safety detail. While taking the mystery and negative perception away by having windows for visibility, they will also have a bullet resistant coating on the glass, thereby fitting beautifully into the community while also further securing their building and protecting those inside.

As a Constable, I often find myself in some of the most dangerous neighborhoods in Philadelphia. I have seen firsthand the destruction caused by our opioid epidemic in Pennsylvania. I am all in favor of the legalization of medical marijuana and put 100% of my support TerraVida as the best team to operate a secure, compassionate, successful dispensary in the counties for which I serve.

Sincerely,

[Signature]
John Collins
Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120

Re: Terravida Holistic Center Application-Sellersville, PA Bucks County

Dear Mr. Collins:

Sellersville Borough, Bucks County Pennsylvania is located nearby Grand View Hospital, Grand View Medical Outpatient facility, Alliance Cancer Specialists treatment center, St. Luke’s Hospital, and many other doctor offices and clinics. Locating a medical marijuana dispensary in Sellersville would be advantageous for patients who utilize those facilities and qualify for medical marijuana products.

I believe that this business will be warmly received in Sellersville. Chris Visco and Adina Birnbaum, owners of Terravida Holistic Centers, have selected a location on Main Street (State Route 309) in the Borough Core zoning district that allows for retail stores including drugs. In 2015, Sellersville Borough Council unanimously passed Resolution 15-05 (attached) in support of passage of Senate Bill 3 to legalize medicinal cannabis in the Pennsylvania House of Representatives. Chris and Adina have volunteered to arrange educational community meetings for the public to share information on the strict regulations the business has to operate under as well as the benefits of medical marijuana. These meetings will be an opportunity to educate citizens on medical marijuana.

The addition of this dispensary would provide a welcome economic benefit to the borough and a great addition to our business community as well the patients it will serve.

Thank you for your consideration of their application.

Sincerely,

[Signature]
David J. Rivet
Sellersville Borough Manager/Secretary
RESOLUTION NO. 15-05

A RESOLUTION OF THE BOROUGH OF SELLERSVILLE
IN SUPPORT OF THE LEGALIZATION OF MEDICINAL
CANNABIS IN PENNSYLVANIA

WHEREAS, the history of cannabis in the United States, along with the numerous compounds and chemicals contained within the whole plant, were used safely for centuries throughout the world, is well documented until its banning in the 1930s, heavily and nefariously influenced by U.S. industrial lobbyists of the 20th Century, by the passage of laws non-representative of the national consensus of that time, and;

WHEREAS, The United States Government has been funding research in Israel for over 40 years, and has spent millions of tax-payer dollars on said research, which has proven that the compounds and chemicals in whole plant cannabis have many beneficial qualities in combatting a large number of ailments and illnesses within the human body, to include the documented destroying of cancer cells, and;

WHEREAS, Twenty-three states and the District of Columbia have already enacted laws to allow patients and doctors access to these benefits of cannabis, and;

WHEREAS, at the time of the writing of this Resolution, the Pennsylvania State Senate has approved Senate Bill 3 by a vote of 40-7, and the prevailing consensus among those polled by several reputable institutions show that 85-90% of Pennsylvanians are in favor of said legalization;

NOW, THEREFORE, BE IT RESOLVED that the duly elected representatives of the Borough of Sellersville hereby petition the Representatives duly elected to the Pennsylvania House of Representatives to support the passage of Senate Bill 3, to end the prohibition unduly imposed on the use of the Cannabis plant and its applications for medicinal purposes within the borders of the state of Pennsylvania.

ATTEST:

David J. Rejda, Manager/Secretary

Thomas C. Hufnagle, Mayor

BOROUGH OF SELLERSVILLE

By: Robert C. Rudick, President

By: Alexander M. Fotocy, Jr.
President, Protem
March

Mr. John J. Collins
Director, Office of Medical Marijuana
Department of Health & Welfare, Room 628
625 Forester Street
Harrisburg, PA 17120

Dear Mr. Collins,

I am writing in support of Terravida Holistic Center’s medical marijuana dispensary application, located in Abington Township.

Terravida is owned by Montgomery County natives Chris Visco and Adina Birnbaum. They are both outstanding members of our community and have a history of successful and responsible small business operations in our area. Chris and Adina have reached out to the local community to gain support for their dispensary and have arranged educational meetings to share information on the Commonwealth’s new medical cannabis laws.

Terravida’s medical marijuana dispensary will provide economic benefit to the county through job creation. Also, as a doctor, I know the dispensary will provide sought-after health alternatives to individuals in need. Chris and Adina have also demonstrated that they are actively and positively involved in community outreach and are committed to giving back to the Abington community.

There has been strong community support for Terravida’s application, and pending Abington Township’s zoning approval, I also support their application. Please feel free to contact my office if you have any questions.

Sincerely,

[Signature]

Valerie A. Arkoosh, MD, MPH
Chair, Montgomery County Board of Commissioners
<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department issue permit</td>
<td>7/1/2017</td>
</tr>
<tr>
<td>Engage selected contractors, &amp; security</td>
<td>7/3/2017</td>
</tr>
<tr>
<td>Have Architect proceed with final design</td>
<td>7/3/2017</td>
</tr>
<tr>
<td>Product Sourcing/Schedule meetings with growers</td>
<td>7/10/2017</td>
</tr>
<tr>
<td>Close on properties</td>
<td>8/1/2017</td>
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<tr>
<td>Submit building permits</td>
<td>8/1/2007</td>
</tr>
<tr>
<td>Order fixtures/furnishings/Equipment</td>
<td>8/3/2017</td>
</tr>
<tr>
<td>Demolition begins (approx 4 weeks from applying for permits)</td>
<td>8/15/2007</td>
</tr>
<tr>
<td>Construction begins, fabricated fixtures ordered</td>
<td>9/1/2007</td>
</tr>
<tr>
<td>Develop HR &amp; Training Manuals</td>
<td>9/5/2017</td>
</tr>
<tr>
<td>Install Seed to Sale software program</td>
<td>10/1/2017</td>
</tr>
<tr>
<td>Management Interviewing Process</td>
<td>10/1/2017</td>
</tr>
<tr>
<td>Hire/Train Managers</td>
<td>10/15-11/15</td>
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<tr>
<td>Staff Interviewing Process</td>
<td>11/15/2017</td>
</tr>
<tr>
<td>Hire/Train Staff</td>
<td>12/1/2017-12/30/2017</td>
</tr>
<tr>
<td>Final Walk Through - Construction Complete</td>
<td>12/1/2017</td>
</tr>
<tr>
<td>Obtain C/O - Invite local law/fire walk through</td>
<td>12/15/2017</td>
</tr>
<tr>
<td>Pass Department of Health Inspections</td>
<td>12/20/2017</td>
</tr>
<tr>
<td>Receive Initial Inventories</td>
<td>12/28/2017</td>
</tr>
<tr>
<td>Begin Operations</td>
<td>1/1/2018</td>
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<tr>
<td>Type of Capital</td>
<td>Source of Capital</td>
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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]
President/coo

Sworn to and subscribed before me this 7th day of March, 2017

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Bonny S. Davis, Notary Public
Springfield Twp., Montgomery County
My Commission Expires May 25, 2017

MY COMMISSION EXPIRES: 5/25/17

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