Medical Marijuana Dispensary Permit Application

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

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

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

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

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

Medical Marijuana Dispensary Permit Application

Part A - Applicant Identification and Dispensary Information

(Scoring Method: Pass/Fail)

For this part, the applicant is required to provide background and contact information for the business or individual applying for a dispensary permit, the primary dispensary location, along with any second or third dispensary locations that are being sought under the application.

Section 1 – Applicant Name, Address and Contact Information

Business or Individual Name and Principal Address

| Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents: |
| Lancaster Wellness Consultants LLC |
| Other trade names and DBA (doing business as) names: |
| |
| Business Address: 829 Woodfield Drive |
| City: Lititz | State: PA | Zip Code: 17583 |
| Phone: 1-610-453-0486 | Fax: | Email: |

☒ Primary Contact, or ☐ Registered Agent for this Application

Name: Peter Ishak

Yes

Section 2 – Dispensary Information

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

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

Yes | No

Primary Dispensary Location (please indicate dispensary name as you would like it to appear on the dispensary permit)
Facility Name: Lancaster Wellness Consultants LLC
Address: 2200 Columbia Avenue
City: Lancaster State: PA Zip Code: 17607
County: Lancaster Municipality: Manor Township

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

Location

Lancaster Wellness dispensary location is in the heart of the Lancaster area medical community. It will provide efficient and convenient access to medical marijuana for patients and their caregivers already accessing the broad range of health care providers treating conditions across the entire “serious medical condition” spectrum in the area. Specifically, the dispensary location is within three miles of over 19 health care facilities and hundreds of health care providers. For example, General Internal Medicine is .1 miles away, has 20 physicians who treat adults with any major medical conditions; Penn State Children’s Hospital Outpatient Practice is .6 miles away with 8 physicians who specialize in treating children with GI disorders, rheumatologic disorders, and neurologic disorders; and Lancaster General Suburban Outpatient Pavilion is 2 miles away, treats adults and children with neurological conditions, GI disorders, ophthalmology, pain management, HIV, spinal disorders, and features a 90,000 square foot Cancer Center.

--- General Internal Medicine
  o 0.1 miles away (basically across the street)
  o 2301 Columbia Avenue Lancaster, Pa
  o Part of Physicians’ Alliance, LTD (my multi-specialty group)
  o 20 Physicians
  o 8 Mid-levels (Nurse Practitioners/Physician Assistants)
  o See adults with all major medical problems including most if not all of the covered diagnoses
--- Manor Family Health Center
  o 2.7 miles away
  o 16 Manor Drive, Millersville, Pa
  o Part of Physicians’ Alliance, LTD (my group)
  o 7 Physicians
  o 2 Mid-levels
  o See adults with all major medical problems including most if not all of the covered diagnoses
--- Family First Medical Associates
  o 0.3 miles away
  o 2113 Manor Ridge Drive Lancaster, Pa
  o 3 Physicians
  o See adults with all major medical problems including most if not all of the covered diagnoses
--- South East Lancaster Health Services
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- 3.2 miles away
  - 625 South Duke Street
  - Lancaster, PA 17602
  - 7 Physicians
  - 1 Mid-level
  - Family practice, Behavioral health
    - Abbeyville Family Practice (Part of LGH/PENN Medicine)
  - 1.7 miles away
  - 101 Abbeyville Rd, Lancaster, PA
  - 6 Physicians
  - 1 Mid-level
  - Oyster Point Family Health Center
  - 2.9 miles away
  - 3045 Marietta Ave, Lancaster, PA
  - Part of Physicians’ Alliance, LTD (My group)
  - 12 Physicians
  - 6 Mid-levels
  - Mastropietro and Associates Family Practice
  - 0.7 miles away
  - 2145 Noll Dr, Lancaster, PA
  - Part of Lancaster Regional Medical Center
  - 6 Physicians
  - 1 Mid-level
  - Penn State Children’s Hospital Outpatient Practice
  - 0.6 miles away
  - 2170 Noll Dr, Ste 300
  - Lancaster, PA 17603
  - 8 Physicians
  - 2 Mid-levels
  - Specialists that focus on GI disorders, Rheumatologic disorders, Neurologic disorders
    - ENT/Head and Neck Surgery of Lancaster
      - 0.6 miles away
      - 2160 Noll Dr, Ste 200, Lancaster, PA
      - Part of Lancaster Regional Medical Center
      - 2 Physicians
      - 1 Mid-level
      - See head/neck cancer patients who deal with chronic pain
    - Surgical Specialists of Lancaster
      - 0.6 miles away
      - General, oncologic and vascular surgery
      - 2101 Embassy Dr, Lancaster, PA
      - 4 Physicians
      - Nemours DuPont Pediatrics of Lancaster
        - 0.6 miles away
        - Pediatric specialty care- Neurology, Autism, Pulmonary, nephrology
        - 2128 Embassy Drive, Suite B, Lancaster, PA 17603
--- Red Rose Cardiology  
  - 0.7 miles away  
  - 2135 Noll Dr, Suite D, Lancaster, PA 17603  
  - 2 Physicians  
--- Manning and Rommel Ophthalmologists  
  - 0.7 miles away  
  - 2115 Noll Drive Lancaster, PA  
  - 3 Physicians  
  - Eye care including glaucoma  
--- Toomey and Toomey Medical Center  
  - 1.3 miles away  
  - 1950 Marietta Ave Lancaster PA  
  - Family practice  
  - 2 Physicians  
--- Schreiber Pediatric Rehab Center  
  - 1.2 miles away  
  - 625 Community Way, Lancaster, PA  
  - Site for pediatric physical therapy, Occupational therapy, autism treatment  
--- Physicians’ Surgery Center  
  - 2 miles away  
  - 2150 Harrisburg Pike  
  - Lancaster, PA 17604  
  - 60 Physicians on staff  
  - Site for Ophthalmology, Orthopedics, Urology, Plastic Surgery, General Surgery, Ear, Nose and Throat, Podiatry and Pain Management  
--- Lancaster General Suburban Outpatient Pavilion  
  - 2 miles away  
  - 2100 Harrisburg Pike  
  - Lancaster, PA 17604  
  - Features offices of Physicians treating Pediatrics, Neurology, GI disorders,  
  - Ophthalmology, pain management, HIV, spinal disorders  
  - Features a 90,000 square foot Cancer Center  
--- Hospice and Community Care  
  - 2.2 miles away  
  - 685 Good Dr, Lancaster, PA 17601  
--- Lancaster Regional Medical Center  
  - 2.5 miles away  
  - 250 College Ave, Lancaster, PA  
  - 193 bed acute care hospital  
--- Lancaster General Hospital/PENN Medicine  
  - 3.7 miles away  
  - 555 North Duke Street  
  - Lancaster, PA
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

573 bed acute care hospital

Transportation

The Lancaster area is serviced by various taxi and ride-sharing companies, such as Uber. Given the dispensary’s proximity to these health care facilities, Lancaster Wellness will consider providing passenger service to and from local health care facilities. Lancaster Wellness will also explore how it can serve the local Amish community who do not utilize their own vehicular transportation.

Second Dispensary Location
Facility Name: n/a
Address: ________________
City: __________________ State: PA Zip Code: _______
County: _______ Municipality: ____________

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

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

Third Dispensary Location
Facility Name: n/a
Address: ________________
City: __________________ State: PA Zip Code: _______
County: _______ Municipality: ____________

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

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

Part B – Diversity Plan

(Scoring Method: 100 Points)

In accordance with Section 615 of the Act (35 P.S. § 10231.615), an applicant shall include with its application a diversity plan that promotes and ensures the involvement of diverse participants and diverse groups in ownership, management, employment, and contracting opportunities. Diverse participants include a person, including a natural person; individuals from diverse racial, ethnic and cultural backgrounds and communities; women; veterans; individuals with disabilities; corporation; partnership; association; trust or other entity; or any combination thereof, who are seeking a permit issued by the
DEPARTMENT OF HEALTH TO GROW AND PROCESS OR DISPENSE MEDICAL MARIJUANA. DIVERSE GROUPS INCLUDE THE FOLLOWING BUSINESSES THAT HAVE BEEN CERTIFIED BY A THIRD-PARTY CERTIFYING ORGANIZATION: A DISADVANTAGED BUSINESS, MINORITY-OWNED BUSINESS, AND WOMEN-OWNED BUSINESS AS THOSE TERMS ARE DEFINED IN 74 PA. C.S. § 303(b); AND A SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS OR VETERAN-OWNED SMALL BUSINESS AS THOSE TERMS ARE DEFINED IN 51 PA. C.S. § 9601.

Section 3 – Diversity Plan

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

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

DIVERSITY PLAN

IN NARRATIVE FORM BELOW, DESCRIBE A PLAN THAT ESTABLISHES A GOAL OF DIVERSITY IN OWNERSHIP, MANAGEMENT, EMPLOYMENT AND CONTRACTING TO ENSURE THAT DIVERSE PARTICIPANTS AND DIVERSE GROUPS ARE ACCORDED EQUALITY OF OPPORTUNITY. TO THE EXTENT AVAILABLE, INCLUDE THE FOLLOWING:

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

9. A narrative description of your ability to record and report on the components of the diversity plan.

Diversity
HOW TO ACHIEVE IT, MAINTAIN IT, AND APPRECIATE IT
Lancaster Wellness Consultants, LLC

Why Diversity

Having a diverse work force is not a nice thing to do. It is a critical element of a successful enterprise. When organizations gather, maintain and encourage a diverse work force, they bring together people with different life experiences, mind sets, and problem solving skills. These differences allow an organization to develop creative solutions to diverse issues and successfully handle an array of different problems. Diversity also allows an organization, including management, to better reflect the people they serve. In a medical marijuana dispensary, this reflection improves understanding of the needs of the patient base. A diverse workforce also leads to a better workforce. Employees want to work in a productive and inclusive atmosphere - one that fosters and appreciates all employee differences.
Diversity is also important in a medical marijuana dispensary’s external relationship such as with their vendors, suppliers, professional service providers, community outreach programs, and referring healthcare providers. Research shows that organizations that embrace diversity are not only more enjoyable to work for but they are vastly more profitable.¹

Lancaster Wellness Consultants, LLC (Lancaster Wellness) is committed to diversity both internally and externally. Starting at the top, the Lancaster Wellness principals bring together a uniquely diverse group of individuals who together cover the medical marijuana spectrum. Lancaster Wellness has specifically incorporated its diversity plan in its hiring of employees, vendors, suppliers, and all other external relationships.

GOALS
Lancaster Wellness has developed specific diversity goals as well as specific plans to achieve and maintain these goals.

1. Create an Atmosphere of Inclusion
2. Recruit, Retain, and Develop a Diverse Workforce
3. Develop Sources from which to Solicit Diverse Vendors, Suppliers, and Professional Services
4. Develop and Maintain Community Outreach Programs that Benefits a Diverse Citizenry
5. Develop a Metrics and Evaluation Process to Achieve and Maintain Diversity Goals

Lancaster Wellness – Principals
Lancaster Wellness is made up of a unique set of owners. They come from different religions (Christian, Jewish, and Sikh), different ethnic backgrounds (Arabic, Asian Indian, Russian), different ages 28 to 81 years old, and different forms of abilities and disabilities and they speak multiple languages. These differences create a group of principals who value diversity and seek an environment of inclusion. This group also reflects the wide array of patients that Lancaster Wellness will be serving.

Dr. Chhinder Binning is a neurologist that speaks four languages in addition to English. Dr. Binning has been practicing medicine for over 40 years in India, England, and the U.S. As a physician who has treated patients from all walks of life, from very diverse cultures and in various countries, he lives inclusion and appreciation for diversity every day. As a Professor of Neurology at Hahnemann University Hospital in Philadelphia and a former Assistant Professor of Medicine at the Penn State Medical School in Hershey, he enjoys teaching students from all ethnic, religious, racial, and socio economic backgrounds. Dr. Binning will be in charge of the diversity program at Lancaster Wellness.

Dr. Brian Calabrese is certified in both Internal Medicine and Medical Oncology. In Dr. Calabrese’s practice he cares for patients from every diverse group in various stages of cancer and patients that suffer from acute pain. Dr. Calabrese not only empathizes with his patients, but sympathizes with them as well. Dr. Calabrese suffers from the condition known as peripheral nerve hyperexcitability syndrome. This condition is known to cause disability and morbidity.

Marilyn Berger, at eighty-one years of age, she still is one of the hardest working most successful realtors in Lancaster, Pennsylvania. She achieved this accolade when women were not supposed to be successful business persons in their own right. She is passionate about supporting women in business and will work with the Lancaster Chamber of Commerce’s “Women in Business Mentoring Program” in order to encourage and hire women to work in the medical marijuana industry.

Pam Goldy Rudy has a unique reason for entering into this group. She has battled

Tatyana Bozhko is a first-generation immigrant and the first in her family to attend college. Tatyana is bi-lingual in English and Russian and often volunteers her time and skills to translate for Russian immigrant patients during medical visits. She is deeply involved with the Multiple Sclerosis Society and volunteers with the Lancaster Medical Reserve Corp. to help community members with disaster preparedness.

Peter Ishak is first generation American with his parents immigrating from Egypt before Peter was born. Peter has been a master grower for medical marijuana in the Southwestern United States for the last 4 years. Peter’s family is from Southcentral Pennsylvania. Peter is returning to Pennsylvania to provide expertise in administering medical marijuana for and to chronically ill Pennsylvania residents.

Lancaster Wellness – Goals

Recruit, Retain, and Develop a Diverse Workforce

- Lancaster Wellness will work with the Chamber of Commerce, Franklin and Marshall College, and Stevens Technical College to develop a pool of applicants for the dispensary positions.
- Lancaster Wellness will have quarterly employee meetings to discuss topics such as: reporting harassment, working cooperatively, and acceptance and tolerance of individuals’ differences.
❖ Lancaster Wellness will provide health benefits for employees including paid family leave.
❖ Lancaster Wellness goal for diversity is to match the demographics of its community.

<table>
<thead>
<tr>
<th>Race</th>
<th>Population %</th>
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<tr>
<td>White</td>
<td>88</td>
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<tr>
<td>Hispanic or Latino</td>
<td>8</td>
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<td>African American</td>
<td>3</td>
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<tr>
<td>Asian</td>
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Develop and Solicit Diverse Vendors, Suppliers, and Professional Services

❖ Lancaster Wellness will work with local VFWs to develop and communicate available positions
❖ Latino and Hispanic populations in Lancaster have outgrown the Amish population. This population represents a potential pool of under-utilized or under represented employees. Lancaster Wellness will work with the Lancaster chapter of the Latin American Cultural Center to communicate job openings.
❖ Lancaster Wellness will work with the Chamber of Commerce including the “Women in Business Mentoring Program” to encourage and communicate with women owned businesses that could provide valuable products and services.

Develop and Maintain Community Outreach Programs

❖ The principals of Lancaster Wellness already substantially participate in local charities and will continue to do so as Lancaster Wellness.
❖ The local charities and community organizations that Wellness principals are involved in are:
   o The Multiple Sclerosis Society
   o Lancaster Medical Reserve Corp.
   o Junior Achievement volunteer
   o Pro Bono medical services for lower economic patients

Develop a Metrics and Evaluation Process to Achieve and Maintain Diversity Goals

Lancaster Wellness Goals will be to encourage persons from diverse and underserved communities to apply for job openings. We will choose the best applicant based solely on qualifications with no regard to race, creed, gender, or sexual orientation. We will
strive to recruit from diverse sources in order to provide opportunities to all people in our community.

Each quarter the Management team will meet to review the workforce’s diversity and to discuss efforts to include persons of all backgrounds in the recruiting and hiring of employees.

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
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.

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

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Name and Residential Address

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Name and Residential Address

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

Section 5 – Moral Affirmation

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

| ☐ Yes | ☐ No |

Section 6 – Compliance with Applicable Laws and Regulations

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

| ☐ Yes | ☐ No |
Section 7 – Civil and Administrative Action

For the statements below:

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

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

(Scoring Method: 550 Points)

A PLAN OF OPERATION IS REQUIRED FOR ALL DISPENSARY PERMIT APPLICATIONS. THE PLAN OF OPERATION MUST INCLUDE A TIMETABLE OUTLINING THE STEPS THE APPLICANT WILL TAKE TO BECOME OPERATIONAL WITHIN SIX MONTHS FROM THE DATE OF ISSUANCE OF A PERMIT. THE PLAN OF OPERATION MUST ALSO DESCRIBE HOW THE APPLICANT’S PROPOSED
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.

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<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTKL708(b)(3)</td>
<td></td>
</tr>
</tbody>
</table>
Section 9 – Employee Qualifications, Description of Duties and Training

A. PLEASE PROVIDE A DESCRIPTION OF THE DUTIES, RESPONSIBILITIES, AND ROLES OF EACH PRINCIPAL, FINANCIAL BACKER, OPERATOR AND EMPLOYEE.

1. Peter Ishak – Manager/Trustee - will be responsible for overseeing all construction to ensure the facilities are being built to the strict standards needed to produce quality cannabis products. Peter will also oversee all hiring of all employees relative to the Cultivation and Dispensary businesses. Peter will also Implement all Cultivation and Processing Policies and Procedures and practices.

2. Lee McCue – Manager/Trustee - will periodically travel to Pennsylvania to ensure all practices that been proven to be successful in Nevada are mimicked in Pennsylvania. Lee will be responsible for remotely monitoring the transactions and the financial books. Lee will work with Peter Ishak to ensure all measures are in place to obtain pristine compliance with all local and state regulations. Lee will coordinate all meetings with investors for updates or other issues that require group discussion. Lee will also work with retained attorneys to ensure all labor laws are being adhered to. Lee will also work with all contractors to ensure all payment schedules are being met.

3. James Switzer – Manager/Trustee – will travel to Pennsylvania to implement all successful practices in Pennsylvania as he has done in Nevada. Jim will be responsible for implementing all packaging and labeling processing. Jim will also oversee developing and Maintaining relationships with other Cannabis businesses in the State. Utilize his Engineering degree to work with Peter Ishak to maximize all Cultivation and Extraction processes.

4. Emanuelle Angelo Baltazidis – Pharmacist – will resign from his current position to work full time with Lancaster Wellness. Mr. Baltazidis will be available to patients during the Dispensary Operating Hours to answer any questions and aid on dosages and effects. Mr. Baltazidis will also assist in all training of new employees and will also work with the rest of the Lancaster Wellness Medical Professional team in a collaborative manner.

5. Dr. Brian Calabrese – Principal - will dedicate his time to advise the organization on issues that are relevant to his Medical expertise. Dr. Calabrese will also assist in the training of Employees on confidentiality requirements and participate in Q&A sessions held by the facilities to inform and educate patients.

6. Dr. Chinder Binning – Principal - will dedicate his time advise the organization on issues that are relevant to his Medical expertise. Dr. Binning will also assist in the training of Employees on confidentiality requirements and participate in Q&A sessions held by the facilities to inform and.
educate patients. Tatyana Bozhko – Principal - will dedicate her time advise the organization on issues that are relevant to his Medical expertise. Tatyana will also assist in the training of Employees on confidentiality requirements and participate in Q&A sessions held by the facilities to inform and educate patients.

7. Tatyana Bozhko – Principal - will dedicate her time advise the organization on issues that are relevant to his Medical expertise. Tatyana will also assist in the training of Employees on confidentiality requirements and participate in Q&A sessions held by the facilities to inform and educate patients.

8. Pamela Goldy Rudy – Principal – will serve in an advisory role from both a business and patient standpoint to Lancaster Wellness. Pamela has Brain Cancer and will be able to advise on her experiences in medicating with Cannabis for her treatment.

B. PLEASE DESCRIBE THE EMPLOYEE QUALIFICATIONS OF EACH PRINCIPAL AND EMPLOYEE.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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. Ensure all employees and principals attend the two-hour training requirement under the Act and Regulations prior to opening of the dispensary

2. Ensure each principal and employee signs a “training Acknowledgement Form” attesting that they have taken the two-hour training requirement

3. File all signed "Training Acknowledgment" forms within the Dispensary Managers office

4. Ensure that each employee has completed the Potential Employee Questionnaire

5. 

6. 

7. 

8. 

IF MORE SPACE IS REQUIRED FOR ANY OF THE ABOVE THREE COMPONENTS OF SECTION 9 (A, B AND C), PLEASE SUBMIT ADDITIONAL INFORMATION IN A SEPARATE DOCUMENT TITLED “EMPLOYEE QUALIFICATIONS, DESCRIPTION OF DUTIES AND TRAINING (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>
<td></td>
</tr>
<tr>
<td>Any physician, pharmacist, physician assistant or certified registered nurse practitioner employed by a dispensary will, prior to assuming any duties at the dispensary facility, successfully complete a four-hour training course developed by the Department.</td>
<td>☒</td>
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</tr>
</tbody>
</table>
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.
RTKL 708(b)(3)
Section 11 – Transportation of Medical Marijuana

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

**B. Transport Manifest**

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

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

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

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

- The date and approximate time of departure.

- The date and approximate time of arrival.

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

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

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

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

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

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

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

RTKL708(b)(3)
RTKL 708(b)(3)
Pennsylvania Department of Health

RTKL 708(b)(3)

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Section 12 – Storage of Medical Marijuana

A. Storage Requirements

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

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

n/a

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

RTKL708(b)(3)
## Section 13 – Labeling of Medical Marijuana Products

### A. Labeling Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that the applicant will implement a quality control process to ensure that the label does not bear any of the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>- Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>- Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead an individual to believe that the product has been endorsed, manufactured, or approved for use by any State, county or municipality or any agency thereof.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>- Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.</td>
<td>☒</td>
<td>☐</td>
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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:

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RTKL 708(b)(11)
RTKL 708(b)(11)
RTKL 708(b)(11)
B. PLEASE DESCRIBE YOUR PROCESS FOR CREATING AND MONITORING THE LABELING USED FOR MEDICAL MARIJUANA PRODUCTS:

See box above.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Section 14 – Inventory Management

### A. Electronic Tracking System

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

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

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

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

### B. Inventory Management

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

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

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

- Medical marijuana received from a grower/processor.

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

- Medical marijuana dispensed to a patient or caregiver.

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

- Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or awaiting disposal.

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

- Inventory controls and procedures will be established for the conducting of monthly inventory reviews and annual comprehensive inventories of medical marijuana at the facility.

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

- 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.

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

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

n/a
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:
RTKL 708(b)(3)

RTKL 708(b)(3)
Section 15 – Diversion Prevention

A. Please provide a summary of the procedures that you will implement at each proposed facility for the prevention of the unlawful diversion of medical marijuana and medical marijuana products, along with the process that will be followed when evidence of theft/diversion is identified:
Section 16 – Sanitation and Safety

A. PLEASE PROVIDE A SUMMARY OF THE INTENDED SANITATION AND SAFETY MEASURES TO BE IMPLEMENTED AT EACH PROPOSED FACILITY LISTED IN THE PERMIT APPLICATION. THESE MEASURES SHOULD COVER, BUT ARE NOT BE LIMITED TO, THE FOLLOWING: A WRITTEN PROCESS FOR CONTAMINATION PREVENTION, PEST PROTECTION PROCEDURES, MEDICAL MARIJUANA PRODUCT HANDLER RESTRICTIONS, AND HAND-WASHING FACILITIES.
RTKL 708(b)(11)
RTKL 708(b)(11)
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:

Monitoring, Recording, and Regulating Dispensary Activity
Lancaster Wellness will have multiple recordkeeping processes and platforms to document all activity within the Dispensary.
Part E – Applicant Organization, Ownership, Capital and Tax Status  
(Scoring Method: 150 Points)

**SECTION 18 – ORGANIZATIONAL STRUCTURE**

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

<table>
<thead>
<tr>
<th>Applicant’s Organization Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Incorporation or Registration: PA</td>
</tr>
<tr>
<td>Business Name on Formation Documents: Lancaster Wellness Consultants LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant’s Identification Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Employer ID number:</td>
</tr>
<tr>
<td>82-0842915</td>
</tr>
<tr>
<td>PA Department of Revenue Tax number (if applicant is currently doing business in Pennsylvania):</td>
</tr>
</tbody>
</table>
The applicant affirms that workers’ compensation insurance will be obtained by the time the Department determines you to be operational under the Act and regulations.  ☒ Yes ☐ No

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:

Lancaster Wellness’s capacity to operate and maintain a sustainable business is built on a foundation that includes a strong team, value to the community, the ability to stay abreast of the advancing cannabis industry, and the financial stability to invest in growth opportunities and new technologies. The team is comprised of individuals that have a successful track record in the Cannabis Industry, the Medical Field, Management at Fortune 100 companies, and small business startups. Lancaster Wellness will leverage the team’s skillset to execute our business plan and build a sustainable, thriving business that supports the community and patients of the Commonwealth.

The proposed location of Lancaster Wellness dispensary is conveniently located within 3 miles of 19 healthcare facilities and 100’s of healthcare professionals. Lancaster Wellness members include 3 Doctors and 1 licensed Pharmacist. The medical professionals are committed to the oversight of dispensary operations, patient education, patient consultations, and the dispensing of medical marijuana product. Between these Medical Professionals, Lancaster Wellness will be able to offer valuable knowledge and guidance when it comes to dispensing Medical Cannabis. The accessibility to the dispensary and the patient care provided by the medical professional partners at Lancaster Wellness will create the ideal location, environment, and experience to meet the needs of the patient.

The Managing Members of Lancaster Wellness have a proven track record in the areas of licensed Grower/Processor and Dispensary operations in both Arizona and Nevada. The experience of the managing members in the Cannabis Industry, the network and relationships with industry related business partners, and the technical background of each managing member allows for the proper vetting of new technologies that apply to the growing and processing of medical marijuana. This combination has contributed to their success in other markets by helping them adapt to the rapidly changing industry, produce consistent quality medical marijuana, and be among the first to market. The Managing Member team will bring a variety of medical marijuana products to the market for patients. Variety has always been a big contributor to the success of a dispensary. With a Grower/Processor license, Lancaster Wellness will be in control of providing that variety not only to their own dispensary but to all dispensaries permitted...
in the Commonwealth. The proposed location for the Lancaster Wellness Grower/Processor facility is within 5 miles of the proposed dispensary. The proposed building is already equipped with the proper electrical needs to operate at full capacity and is 80% built out leaving minimal construction and the ability to be one of, if not the, 1st to market. The building also has room for expansion to accommodate dispensaries with medical marijuana statewide.

Cannabis Business Experience
Three Managing Members and the Managers of Lancaster Wellness: Peter Ishak, Lee McCue, and James Switzer are the founders and current operators of Polaris Wellness Center (PWC), d.b.a. Polaris MMJ, a licensed Cultivation and Production (Processing) facility located in Las Vegas Nevada. Polaris Wellness Center was founded by the three in April 2014. The company received provisional licenses in November 2014, began a 10-month construction project on state-of-the-art facilities, and received approval to operate in November 2015. Today PWC is a profitable, sustainable business helping the patients of Nevada as well as around the world, due to the states approval on reciprocity.

Nevada, at the time, had been the most competitive state in the U.S to accept medical marijuana applications drawing top cannabis companies from Colorado, California, Washington, Arizona, and Oregon, all states that have had some form of medical marijuana approval and regulations for years. Polaris Wellness Center has emerged as the leading medical marijuana company providing consistent, top quality, safe medical marijuana approved by independent laboratories. The Nevada Department of Public Health and Human Services constantly praises the organization for their compliance with local and state regulations. Nevada is known for having the most stringent cannabis testing standards in the entire country. All products must be tested for pesticides, microbial counts, heavy metals, as well as mold and yeast. Through PWC’s best practices including methods of prevention, sanitation, and our propriety cultivation practices there has not been one harvest of medical marijuana that has failed lab testing. Polaris Wellness Center is known for cultivating medical marijuana known to be extremely high in CBG and Myrcene, cannabinoids and terpenes that are highly effective in treating the symptoms identified in Pennsylvania Medical Marijuana Act. Polaris Wellness Center has recently acquired a proprietary process to complement the company’s current extraction methods, maximizing the availability of the CBD cannabinoid for use in medical marijuana products. The company also has access to some of the most stable hemp genetics containing high levels of CBD. The experience with and access to such intellectual property is crucial to the success of a sustainable business.

In addition, PWC has contributed to the local economy of Las Vegas hiring 18 employees with plans to hire more throughout 2017 with current growth expectations. PWC has promoted equality opportunity and diversity employing and promoting to management; females, persons with disabilities, veterans, and employees of various
Peter, Lee and Jim intend to bring the same practices that have allowed them to emerge as the leader in Nevada to the Commonwealth of Pennsylvania.

employees. Peter will begin to implement all policies and procedures.
RTKL 708(b)(6)
RTKL 708(b)(6)
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

RTKL 708(b)(6)

RTKL 708(b)(6)
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

RTKL 708(b)(6)

RTKL 708(b)(6)

RTKL 708(b)(6)
SECTION 20 — CURRENT OFFICERS

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

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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

INCLUDED IT WITH THE ATTACHMENTS.

SECTION 21 – OWNERSHIP

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

1. FOR A PUBLICLY TRADED COMPANY, VOTING RIGHTS THAT ENTITLE A PERSON TO ELECT OR APPOINT ONE OR MORE OF THE MEMBERS OF THE BOARD OF DIRECTORS OR OTHER GOVERNING BOARD, OR THE OWNERSHIP OR BENEFICIAL HOLDING OF 5% OR MORE OF THE SECURITIES OF THE PUBLICLY TRADED COMPANY.
2. FOR A PRIVATELY HELD ENTITY, THE OWNERSHIP OF ANY SECURITY IN THE ENTITY.

COMPLETE THE APPROPRIATE SECTION(S) BELOW:

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Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

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B. FOR PARTNERSHIPS AND LLPs

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[Logo] Pennsylvania Department of Health
# Pennsylvania Department of Health

## Medical Marijuana Dispensary Permit Application

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

**Percentage of ownership:**

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

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

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[Image: pennsylvania DEPARTMENT OF HEALTH]
# Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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<tr>
<td>☐ General/Full Partner</td>
<td>☐ Limited Partner</td>
<td>☐ Dormant/Silent Partner</td>
<td>☐ Other:</td>
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<tr>
<td>Description of participation in operation of the applicant:</td>
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### Name and Residential Address

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<td>Title in the applicant’s business:</td>
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<td>Partner Type:</td>
<td>Percentage of ownership:</td>
<td>Partnership participation from:</td>
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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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- ☐ Limited Partner
- ☐ Dormant/Silent Partner
- ☐ Other: 

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

If more space is required, please submit additional information on other partners in a separate document.
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.
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

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:
Lancaster Wellness dispensary location is in the heart of the Lancaster area medical community. It will provide efficient and convenient access to medical marijuana for patients and their caregivers already accessing the broad range of health care providers treating conditions across the entire “serious medical condition” spectrum in the area. Specifically, the dispensary location is within three miles of over 19 health care facilities and hundreds of health care providers. For example, General Internal Medicine is .1 miles away, has 20 physicians who treat adults with any major medical conditions; Penn State Children’s Hospital Outpatient Practice is .6 miles away with 8 physicians who specialize in treating children with GI disorders, rheumatologic disorders, and neurologic disorders; and Lancaster General Suburban Outpatient Pavilion is 2 miles away, treats adults and children with neurological conditions, GI disorders, ophthalmology, pain management, HIV, spinal disorders, and features a 90,000 square foot Cancer Center.

Lancaster Wellness also features members who are part of the Lancaster medical community, including Dr. Brian Calabrese, an oncologist and hematologist and Dr. Chhindler Binning, a neurologist, who are experienced in working with the local community and understand its population’s health needs.

Lancaster Wellness will benefit the local economy. Consistent with its employee plan in section 9 of this application, Lancaster Wellness will hire approximately 15 local people. Lancaster Wellness also pledges to use all local contractors where possible, including women owned or small and diverse businesses.

Lancaster Wellness will also prioritize giving back to the community. Lancaster Wellness will conduct frequent charity drives to benefit non-profit organizations serving local patients in need such as Hospice of Lancaster County, Schreiber Pediatric Rehab Center, and the American Cancer Society.

In addition, the facility will coordinate the following charity drives:
Canned food drive in which all donations will be given to a local shelter for Thanksgiving
Winter Clothes drive in which all donations will be given to a local shelter during the Winter months
Toy drive in which all donations will be given to a local shelter to benefit less fortunate children during Christmas and Chanukah time
Boys And Girls Club donations: the facility intends to run 1-2 month-long promotions in which it will donate $1.00 per transaction to a local Boys And Girls Club
The facility intends to work with local authorities to help build and enhance the local infrastructure of the Lancaster Community. This includes investing in public parks, schools, and other local community projects.
The facility also intends to have events for local community members in which the facility will provide food, music and other entertainment. There will be no presence of medical cannabis nor mention of the product at these events.

Lancaster Wellness will host free educational events for local patients, caregivers, and health industry professionals. Member or on-staff Physicians or Pharmacists will conduct these events, which will focus on:
Benefits of Cannabis and the effects on the endocannabinoid system
Different methods of Cannabis ingestion
Types of Cannabis and their respective effects
Q&A with the facility’s Medical Professionals

Lancaster Wellness will be a good steward of environmental resources, and implement conservation where possible:

Energy Efficiency
The Dispensary will install energy efficient solutions wherever possible. This includes the installation of an Energy Star efficient thermostat and energy efficient light bulbs in all fixtures. All lighting will be motion-activated in order to decrease unnecessary usage.

Recyclable Materials
The facility intends to use recyclable materials as much as possible. This includes any packaging, labeling, and other recyclable material.

Paper
The facility will limit the use of paper. The facility will use digital records and forms instead of paper when registering cardholders and in the Inventory Control System. Additionally, the dispensary will launch a website and mobile app to update patients on important information related to their medical marijuana, dispensary inventory, dispensary information, industry news, and more.

Finally, Lancaster Wellness will not have any adverse effects on surrounding security, traffic, or safety in the area:

RTKL708(b)(3)
The nearest Police Station is 1.4 miles away. The nearest Fire Station is 1.5 miles away. The nearest Urgent Care is ½ mile away.

Traffic
The dispensary is not located within a residential neighborhood or a high traffic intersection. The facility will not have a constant flow of traffic entering and leaving its location and therefore shall not negatively impact the traffic patterns in the area.
Attachment A: Signature Page

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

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

| Yes | No |
--- | --- |

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

FEES:
- Initial Application Fee
- Initial Permit Fee

APPLICATION:
- Completed Application

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

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

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

<table>
<thead>
<tr>
<th>File Name</th>
<th>Name of Document</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lancaster Wellness Consultants_LLC_03202017_Dispensary_Sec 4 Additional Principals</td>
<td>Section 4 Additional Principals</td>
<td>Additional Principals listed pursuant to Section 4 of the Application</td>
</tr>
<tr>
<td>Lancaster Wellness Consultants_LLC_03202017_Dispensary_Sec 8 Additional Operation Timeline</td>
<td>Section 8 Additional Operation Timeline</td>
<td>Additional Operation Timeline listed pursuant to Section 8 of the Application</td>
</tr>
<tr>
<td>Lancaster Wellness Consultants_LLC_03202017_Dispensary_Sec 9 Additional Principals, Employees, Qualifications</td>
<td>Section 9A and B Additional Principals, Employees, Qualifications</td>
<td>Additional Principals, Employees, Qualifications listed pursuant of Section 9A and B of the Application</td>
</tr>
<tr>
<td>Lancaster Wellness Consultants_LLC_03202017_Dispensary_Sec 9 Employee Descriptions, Duties, Training, Manual</td>
<td>Section 9 Descriptions, Duties, Training Manual</td>
<td>Manual of Employee Descriptions, Duties, and Training</td>
</tr>
<tr>
<td>Lancaster Wellness Consultants_LLC_03202017_Dispensary_Sec 26C Additional Interested Parties</td>
<td>Section 26 Additional Interested Parties</td>
<td>Additional Interested Parties listed pursuant to Section 26C of the Application</td>
</tr>
</tbody>
</table>

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

__________________________
Signature

__________________________
Title in Applicant’s Business

__________________________
Date

__________________________
Printed Name

---

[Logo] Pennsylvania Department of Health
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>
<th></th>
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</thead>
<tbody>
<tr>
<td>Lancaster Wellness Consultants LLC</td>
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</table>

<table>
<thead>
<tr>
<th>Trade names and DBA (doing business as) names:</th>
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<tbody>
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<table>
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<tr>
<th>Principal Business Address: 829 Woodfield Drive</th>
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<table>
<thead>
<tr>
<th>City: Lititz</th>
<th>State: PA</th>
<th>Zip Code: 17538</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone: 1-610—453-0486</td>
<td>Fax:</td>
<td>Email: DOH REDACTION</td>
</tr>
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</table>
TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

Lancaster Wellness Consultants LLC

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

Creation Filing filed on Mar 10, 2017 - Pages (2)

which appear of record in this department.

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

Pedro A. Cortés
Secretary of the Commonwealth

Certification Number: TSC170317090221-1

Verify this certificate online at http://www.corporations.pa.gov/orders/verify.aspx
Return document by mail to: Whitney Snyder

Certificate of Organization Domestic Limited Liability Company
DSCB:15-8821(rev. 2/2017)

Return document by email to:  

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

Fee: $125.00

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of 15 Pa.C.S. § 8821 (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):
   Lancaster Wellness Consultants LLC

2. Complete part (a) or (b) – not both:
   (a) The address of the limited liability company’s initial registered office in this Commonwealth is:
         (post office box alone is not acceptable)

         829 Woodfield Drive  Lancaster  PA  17543  Lancaster
         Number and Street  City  State  Zip  County

   (b) name of its commercial registered office provider and the county of venue is:

      c/o:

      Name of Commercial Registered Office Provider  County

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

4. Effective date of Statement of Registration (check, and if appropriate complete, one of the following):
   □ The Certification of organization shall be effective upon filing in the Dept of State.
   ☑ The Certification of organization shall be effective on:
           ___________________________ at
           Date(MM/DD/YYYY)  Hour (if any)

PENN File: March 10, 2017
5. Restricted professional companies only.

Check the box if the limited liability company is organized to render a restricted professional service and check the type of restricted professional service(s).

☐ The company is a restricted professional company organized to render the following restricted professional service(s):

☐ Chiropractic
☐ Dentistry
☐ Law
☐ Medicine and surgery
☐ Optometry
☐ Osteopathic medicine and surgery
☐ Podiatric medicine
☐ Public accounting
☐ Psychology
☐ Veterinary medicine

6. Benefit companies only.

Check the box immediately below if the limited liability company is organized as a benefit company:

☐ This limited liability company shall have the purpose of creating general public benefit

Optional specific public benefit purpose. Check the box immediately below if the benefit company is organized to have one or more specific public benefits and supply the specific public benefit(s). See instructions for examples of specific public benefit.

☐ This limited liability company shall have the purpose of creating the enumerated specific public benefit(s):

________________________________________________________________________
________________________________________________________________________

7. 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 March, 2017.

________________________________________________________________________
Whitney Snyder
Signature
OPERATING AGREEMENT OF
LANCASTER WELLNESS CONSULTANTS LLC
A PENNSYLVANIA LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT ("Agreement") is effective this 16th day of March, 2017 by and among CRBPA I, LLC (a Pennsylvania Limited Liability Company) and Polaris Pennsylvania Consultants LLC (a Pennsylvania Limited Liability Company) (hereinafter individually a "Member" or “Party” and collectively “Members” or “Parties”).

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Members avers as follows:

ARTICLE I
FORMATION OF LIMITED LIABILITY COMPANY

1. Formation of LLC. The Members have formed a Pennsylvania limited liability company named Lancaster Wellness Consultants LLC ("LLC"). The operation of the LLC shall be governed by the terms of this Agreement and the applicable laws of the Commonwealth of Pennsylvania relating to the formation, operation and taxation of a LLC, specifically the provisions of the Pennsylvania Limited Liability Company Act, 15 P.S. 8901 § et seq. hereinafter referred to as the "Act." To the extent permitted by the Act, the terms and conditions of this Agreement shall control if there is a conflict between such Act and this Agreement. The Members intend that the LLC shall be taxed as a partnership. Any provisions of this Agreement, if any, that may cause the LLC not to be taxed as a partnership shall be inoperative.

2. Certificate of Organization. The Members filed a Certificate of Organization, ("Certificate") for record in the office of the Pennsylvania Department of State, Corporation Bureau on March 10, 2017, thereby creating the LLC.

3. Business. The business of the LLC shall be:

   a) To grow, cultivate, process, store or dispense medical marijuana and medical marijuana products;

   b) To conduct or promote any lawful business or purpose within Pennsylvania or any other jurisdiction which a limited liability company is legally allowed to conduct or promote.

4. Registered Office and Registered Agent. The registered office and place of business of the LLC shall be 829 Woodfield Drive, Lancaster, PA 17543. The Members may change the registered office and/or registered agent from time to time.
5. **Duration.** The LLC will commence business as of the date of filing its organizational documents with the State of Pennsylvania and will continue in perpetuity.

6. **Fiscal Year.** The LLC's fiscal and tax year shall end December 31st.

**ARTICLE II**

**MEMBERS**

7. **Initial Members.** The initial Members of the LLC and their interest in the LLC are:

<table>
<thead>
<tr>
<th>Initial Members</th>
<th>Interest</th>
<th>Units</th>
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<tbody>
<tr>
<td>CRBPA I, LLC</td>
<td>30%</td>
<td>30</td>
</tr>
<tr>
<td>Polaris Pennsylvania Consultants LLC</td>
<td>70%</td>
<td>70</td>
</tr>
</tbody>
</table>

8. **Additional Members.** New Members may be admitted only upon the consent of a majority vote of the units of the Members and upon compliance with the provisions of this agreement.

**ARTICLE III**

**MANAGEMENT**

9. **Management.** The LLC will be Member managed, with Polaris Pennsylvania Consultants LLC as the initial Managing Member.

The Members hereby delegate the management of the LLC to the Managing Member (“Manager”), subject to the limitations set out in this agreement.

a) The Members shall elect and may remove the Manager by majority vote.

b) A Manager shall serve until a successor is elected by the Members.

c) The Manager shall have the authority to take all necessary and proper actions in order to conduct the business of the LLC.

d) Except for decisions concerning distributions, the Manager may take any appropriate action on behalf of the LLC, including, but not limited to signing checks, executing leases, and signing loan documents.
The compensation to the Manager shall be in the discretion of the Members of the LLC.

10. Officers and Related Provisions. In the event the Members elect to manage the LLC through officers, rather than appointing a single Manager, the Members shall appoint officers for the LLC and the following provisions shall apply:

(a) Officers. The officers of the LLC shall consist of a president, a treasurer and a secretary, or other officers or agents as may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall act in the name and best interests of the LLC and shall supervise its operation under the direction and management of the Members, as further described below.

(b) Election and Term of Office. The officers of the LLC shall be elected annually by the Members by a majority vote. Vacancies may be filled or new offices created and filled at any meeting of the Members. Each officer shall hold office until his/her death, until he/she shall resign, or until he/she is removed from office. Election or appointment of an officer or agent shall not of itself create a contract right.

(c) Removal. Any officer or agent may be removed by a majority of votes by the Members whenever they decide that the best interests of the Company would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

(d) Vacancies. A vacancy of any office because of death, resignation, removal, disqualification or otherwise may be filled by a Member for the unexpired portion of the term.

(e) President. The President shall be the chief executive officer of the LLC and shall preside at all meetings of the Members. The President shall have such other powers and perform such duties as are specified in this Agreement and as may from time to time be assigned by the Members of the LLC.

(f) The Treasurer. The Treasurer shall be the chief financial officer of the LLC. The Treasurer shall not be required to give a bond for the faithful discharge of his/her duties. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the LLC; (ii) in the absence of the President, preside at meetings of the Members; (iii) receive and give receipts for moneys due and payable to the LLC from any source whatsoever, and deposit all such moneys in the name of the LLC in such banks, trust companies or other depositaries as shall be selected by the Members of the LLC; and (iv) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the President or by the Members of the LLC.

(g) Secretary. The secretary shall: (i) keep the minutes of the Members’ meetings in one or more books provided for that purpose; (ii) see that all notices are duly
given in accordance with the provisions of this Agreement or as required by law; (iii) be custodian of LLC records; (iv) keep a register of the post office address of each Member; (v) certify the Members’ resolutions; and other documents to the LLC as true and correct; (vi) in the absence of the President and Treasurer, preside at meetings of the Members and (vii) in general perform all duties incident to the office of secretary and such other duties as from time as may be assigned by the President or the Members.

11. **Members Only Powers.** Notwithstanding any other provision of this Agreement, the Manager may not: (a) sell or encumber any real estate owned by the LLC, or (b) incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds $100,000.00 except with majority approval of the Members.

**ARTICLE IV**

**CONTRIBUTIONS, PROFITS, LOSSES, AND DISTRIBUTIONS**

12. **Interest of Member.** Each Member shall own a percentage interest (sometimes referred to as units) in the LLC. The Member’s percentage interest shall be as listed in Article II Paragraph 7. and that percentage interest shall control the Member’s share of the profits, losses, votes, and distributions of the LLC. Each member shall have one vote for each unit owned or designated to that member.

13. **Contributions.** The initial contributions of the Members are:

a. CRBPA I, LLC – $305,000; CRBPA I, LLC shall initially fund all application costs (“Upfront Costs”) related to the provision of medical marijuana permits from the Pennsylvania Department of Health pursuant to the Pennsylvania Medical Marijuana Act of 2016 (“Permit”). Such costs are estimated to be approximately $305,000. These costs shall be considered CRBPA I, LLC’s initial capital contribution. In the event a Permit is granted to the LLC and CRBPA I, LLC has not expended at least $300,000 in Upfront Costs, CRBPA I, LLC shall contribute the difference between its actual expenditures on Upfront Costs and $300,000 to the LLC to fulfill its initial capital contribution. In the event a Permit is not granted in 2017 to the LLC, CRBPA I, LLC may elect to have all Upfront Costs contributed but not used returned to CRBPA I, LLC.

b. Polaris Pennsylvania Consultants LLC - $700,000; Polaris Pennsylvania Consultants LLC shall be responsible for all costs of the LLC in the event a Permit is granted up to $700,000. These costs shall be considered Polaris Pennsylvania Consultants LLC’s initial capital contribution.

14. **Additional Contributions.** Additional capital contributions shall only be called after Polaris Pennsylvania Consultants LLC has fulfilled its initial capital
contribution in Paragraph 13.b. Only a majority vote of the Members’ units of the LLC may call on the Member to make additional cash contributions as may be necessary to carry out the LLC's business. The amount of any additional cash contribution shall be based on the Member's then existing percentage interest. To the extent a Member is unable to meet a cash call, the other Members may contribute the unmet call on a pro rata basis based on each Member’s percentage interest at that time, and the percentage interest of each Member will be adjusted accordingly.

15. Record of Contributions/Percentage Interests. This Agreement, any amendments to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interests therein.

16. Profits and Losses. The profits and losses and all other tax attributes of the LLC shall be allocated among the Members on the basis of the Members' percentage interests or units in the LLC.

17. Distributions. Distributions of cash or other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times as determined by a majority vote of the units of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interests or units in the LLC. Members shall be reimbursed for expenditures approved by the majority of the Members prior to any distributions.

18. Change in Interests. If during any year there is a change in a Member's percentage interest, the Member's share of profits and losses and distributions in that year shall be determined under a method which takes into account the varying interests during the year.

**ARTICLE V**
**VOTING; CONSENT TO ACTION**

19. Voting by Member. Each Member shall be entitled to vote on all matters which provide for a vote of the Members in accordance with each Member’s units in the LLC. For the purposes of this Agreement, when any action requires a majority approval or consent, such majority shall be determined by the majority vote of units of the Members of the LLC.

20. Majority Required. Except as otherwise provided and delegated to the Officers or Manager, a majority of the Members, based upon their units of ownership, is required for any action.

21. Meetings - Written Consent. Action of the Members or Officers may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by Minutes or Resolution reflecting the action of the Meeting, signed by a majority of the Members, or the President and Secretary. Action without a meeting may be
evidenced by a written consent signed by Members representing a majority of the voting units, or the President and Secretary.

22. Meetings. Meetings of the Members may be called by any Member owning 10% or more of the units of the LLC, or, if Manager was selected, by the Manager of the LLC, or if Officers were elected, by any officer.

23. Majority Defined. As used throughout this agreement the term “Majority” of the Members shall mean a majority of the ownership units of the LLC as determined by the records of the LLC on the date of the action.

ARTICLE VI
DUTIES AND LIMITATION OF LIABILITY MEMBERS, OFFICERS, AND PERSONS SERVING ON ADVISORY COMMITTEES; INDEMNIFICATION

24. Duties of Members: Limitation of Liability. The Members, Manager and officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Member or officer, by reason of being or having been a Member or officer, shall be liable to the LLC or to any other Member or officer for any loss or damage sustained by the LLC or any other Member or officer unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by that Member or officer.

25. Members Have No Exclusive Duty to LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. Members may have other business interests and may participate in other investments or activities in addition to those relating to the LLC. No Member shall incur liability to the LLC or to any other Member by reason of participating in any such other business, investment or activity.

26. Protection of Members and Officers.

(a) As used herein, the term “Protected Party” refers to the Members and officers of the Company.

(b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:

   (i) the provisions of this Agreement;

   (ii) the records of the LLC; and/or
27. Indemnification and Insurance.

(a) Right to Indemnification.

(i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the LLC may be indemnified and held harmless by the LLC.

(ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the LLC.

(b) Advancement of Expenses. Expenses (including attorney’s fees) incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceedings conclusion. Should the indemnified member or officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or officer.

(c) Non-Exclusivity of Rights. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this Agreement, contract, agreement, vote of Members or otherwise. The Members and officers are expressly authorized to adopt and enter into indemnification agreements for Members and officers.

(d) Insurance. The Members may cause the LLC to purchase and maintain insurance for the LLC, for its Members and officers, and/or on behalf of any third party or parties whom the members might determine should be entitled to such insurance coverage.

(e) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.
28. **Termination of Membership.** A Member’s interest in the LLC shall cease upon the occurrence of one or more of the following events:

(a) A Member provided notice of withdrawal to the LLC thirty (30) days in advance of the withdrawal date. Withdrawal by a Member is not a breach of this Agreement

(b) A Member assigns all of his/her interest to a qualified third party.

(c) A Member dies.

(d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.

(e) In the case of an estate of a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.

(f) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member’s properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(g) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the Members.

(h) If within ninety (90) days after the appointment, without a Member’s consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member’s properties, said appointment is not vacated or within ninety (90) days after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the Members.

(i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

29. **Effect of Disassociation.** Any dissociated Member shall not be entitled to receive the fair value of his LLC interest solely by virtue of his disassociation. A disassociated Member that still owns an interest in the LLC shall be entitled to continue
to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, a disassociated Member shall no longer be considered a Member and shall have no rights of a Member.

**ARTICLE VIII**

**RESTRICTIONS ON ENCUMBRANCE OF LLC INTEREST**

30. **LLC Interest.** The LLC interest is personal property. A Member has no interest in property owned by the LLC.

31. **Encumbrance.** A Member can encumber his/her LLC interest by a security interest or other form of collateral only with the consent of a majority vote of units of the other Members. Such consent shall only be given if the proceeds of the encumbrance are contributed to the LLC to respond to a cash call of the LLC.

**ARTICLE IX**

**DISSOLUTION**

32. **Termination of LLC.** The LLC will be dissolved and its affairs must be wound up only upon the written consent of a majority of the Members or if required by law. However, in the event that the LLC does not receive Permit in 2017, either member may terminate the operating agreement with 30 days written notice to the other party and neither party shall have any further rights or obligations hereunder.

33. **Final Distributions.** Upon the winding up of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

**ARTICLE X**

**TAX MATTERS**

34. **Capital Accounts.** Capital accounts shall be maintained consistent with Internal Revenue Code § 704 and the regulations thereunder.

35. **Partnership Election.** The Members elect that the LLC be taxed as a partnership and not as an association taxable as a corporation.

**ARTICLE XI**

**RECORDS AND INFORMATION**
36. **Records and Inspection.** The LLC shall maintain at its place of business the Certificate of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, and the expense, of any Member.

37. **Obtaining Additional Information.** Subject to reasonable standards, each Member may obtain from the LLC from time to time upon reasonable demand for any purpose reasonably related to the Member's interest as a Member in the LLC: (1) information regarding the state of the business and financial condition of the LLC; (2) promptly after becoming available, a copy of the LLC's federal, state, and local income tax returns for each year; and (3) other information regarding the affairs of the LLC as is just and reasonable.

**ARTICLE XII**

**MISCELLANEOUS PROVISIONS**

38. **Amendment.** Except as otherwise provided in this Agreement, any amendment to this Agreement may be proposed by any Member. Unless waived by the Members, the proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. A proposed amendment shall become effective at such time as it has been approved in writing by a majority vote of the units of the Members. This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

39. **Applicable Law.** To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

40. **Pronouns, Etc.** References to a Member or Manager, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

41. **Counterparts.** This instrument may be executed in any number of counterparts each of which shall be considered an original.

42. **Specific Performance.** Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching Members may be entitled, at law or in equity, the non-breaching Members shall be entitled to injunctive relief to prevent breaches of this Agreement and, specifically, to enforce the terms and
provisions of this Agreement in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

43. Further Action. Each Member, upon the request of the LLC, agrees to perform all further acts and to execute, acknowledge and deliver any documents which may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.

44. Method of Notices. All written notices required or permitted by this Agreement shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the LLC at its place of business or to a Member as set forth on the Member's signature page of this Agreement (except that any Member may from time to time give notice changing his address for that purpose), and shall be effective when personally delivered or, if mailed, on the date set forth on the receipt of registered or certified mail.

45. Facsimiles. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.

46. Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

47. Permit Application Responsibilities. The following provisions apply to the LLC’s application(s) for Permit(s) (“Application”).

**CRBPA I, LLC shall:**

- Demonstrate capital sufficiency for all Permits applied for as determined by DOH;
- Identify and secure, but not necessarily be financially responsible for, the physical locations needed in order to complete the Applications for the Permits; and
- Complete and submit all Application forms requiring personal information and/or attestation from CRBPA I, LLC’s members, principals, investors, and employees;
- Provide for Up-front Costs as provided for elsewhere in this Agreement.

**Polaris Pennsylvania Consultants LLC shall:**
Complete and submit all Application forms requiring personal information and/or attestation from Polaris Pennsylvania Consultants LLC’s members, principals, investors, and employees; and

Complete all Application sections except those that require the personal information of CRBPA I, LLC’s members, principals, investors, and employees.

WHEREFORE, the Parties have executed this Agreement on the dates stated below their signatures on the attached signature page for each individual Party.

NOTICE: EACH MEMBER HEREBY CERTIFIES THAT HE OR SHE HAS RECEIVED A COPY OF THIS OPERATING AGREEMENT AND FORMATION DOCUMENT OF LANCASTER WELLNESS CONSULTANTS LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY. EACH MEMBER REALIZES THAT AN INVESTMENT IN THIS COMPANY IS SPECULATIVE AND INVOLVES SUBSTANTIAL RISK. EACH MEMBER IS AWARE AND CONSENTS TO THE FACT THAT THE INTERESTS IN THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY SECURITIES ACT OF THE COMMONWEALTH OF PENNSYLVANIA. EACH MEMBER ACKNOWLEDGES THAT THE ACTIVITIES CONTEMPLATED BY THIS LLC ARE CURRENTLY LEGAL UNDER STATE LAW BUT MAY NOT BE LEGAL UNDER FEDERAL LAW AND THAT STATE OR FEDERAL LAW MAY CHANGE TO INCREASE EACH MEMBER’S RISK OF LIABILITY FOR THE LEGALITY OF THE ACTIVITIES OF THE LLC. EACH MEMBER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE FORMATION CERTIFICATE OR ARTICLES.

MEMBERS:

[Signature]

Polaris Pennsylvania Consultants LLC
Peter Ishak, Member

Address: [Redacted]
City, State: [Redacted]
Phone: [Redacted]

CRBPA I, LLC

[Signature]

Pria Calabrese, Managing Member

Address: [Redacted]
City, State: [Redacted]
Phone: [Redacted]

DATE

3/18/17

DATE

7/19/17

DOH REDACTION
Attachment C: Property Title, Lease, or Option to Acquire Property Location

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

| Business Name, as it appears on the applicant's certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents: | Lancaster Wellness Consultants LLC |
| Trade names and DBA (doing business as) names: | |
| Principal Business Address: 829 Woodfield Drive | |
| City: Litz | State: PA | Zip Code: 17538 |
| Phone: 1-610—453-0486 | Fax: | Email: [REDACTED] |
LEASE

THIS LEASE (this “Lease”) is made effective as of the ___ day of March, 2017 (the “Effective Date”), by and between the Hammer Group, LLP, a limited liability partnership with an address of 345 N. Queen Street, Lancaster, Pennsylvania 17603 (the “Landlord”), and CRBPA, LLC a Pennsylvania limited liability company with offices located at 829 Woodfield Drive, Lititz, Pennsylvania 17543 (“Tenant”). Each of Landlord and Tenant are sometimes referred to herein as a “Party,” and together as the “Parties.”

WHEREAS, Landlord owns a property located at 2200 Columbia Avenue, Lancaster Pennsylvania (“Property”);

WHEREAS, Tenant intends to submit an application to the Pennsylvania Department of Health (“DOH”) for a permit to run a medical marijuana dispensary (“Dispensary Permit”), pursuant to the Medical Marijuana Act of 2016 and all regulations promulgated pursuant thereto; and

WHEREAS, in the event Tenant is awarded the Dispensary Permit from DOH, Tenant desires to lease the Property from Landlord and Landlord desires to lease the Property to Tenant

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties contained herein, and in reliance thereon, Landlord and Tenant, intending to be legally bound, hereby agree as follows:

ARTICLE I. LEASED PREMISES

The recitals hereinabove set forth are incorporated herein by this reference just as if the same were reproduced and republished here in their entirety.

1.1 Leased Premises. Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Property as more particularly described on Exhibit A attached hereto (the “Leased Premises”).

1.2 Use of Leased Premises. Tenant shall have the right to use the Leased Premises for Tenant’s operation of a medical marijuana dispensary business, and purposes similar and ancillary thereto.

1.3 Term; Renewal. The initial term of this Lease (shall commence on the date Tenant obtains a Dispensary Permit from DOH (“Commencement Date”), and shall expire on the tenth anniversary of the Commencement Date unless earlier terminated as provided herein (“Initial Term”). So long as no Event of Default (as hereinafter defined) shall have occurred and be continuing on the expiration date of the Initial Term (as hereinafter defined), Tenant, at its option, by written notice to Landlord no less than sixty (60) days prior to the expiration of the Initial Term,
shall have the option of renewing this Lease for an additional five years ("Renewal"). Tenant shall have the option but not the obligation to exercise up to three Renewals following the Initial Term. In order to exercise any Renewal Tenant shall give Landlord written notice of its intent to renew (or not renew) no less than sixty (60) days prior to the expiration of the then applicable Renewal. Such Renewal shall be subject to all of the terms and conditions set forth in this Lease. For purposes of this Lease, “Term” shall mean the Initial Term and any Renewal(s).

1.4 **Termination.** Should Tenant not be awarded a Dispensary Permit or any renewal thereof, this Lease will automatically terminate. Should the current state or federal laws, or the manner in which these laws are enforced, change in a way that in Tenant’s sole discretion, makes continued operation of a medical marijuana dispensary unfeasible or untenable, Tenant shall have the right to terminate this Lease with 30 days written notice. Should either Party terminate this Lease as provided for in herein, than neither Party shall have any further rights or obligations under this Lease except those that have accrued prior to the termination. Rent and all other amounts payable hereunder shall be payable up to and including the date of termination on a pro-rata basis.

**ARTICLE II. RENT; SECURITY DEPOSIT**

2.1 **Rent.** During the Initial Term of this Lease, and any Renewal Term, Tenant shall pay to Landlord monthly base rent (“Monthly Rent”) in the amount of $5000.00. In addition to the Monthly Rent, Tenant shall be responsible, during the Term of the Lease, for all maintenance, insurance, and real estate taxes related to the Property (“Additional Rent”). The Additional Rent and Monthly Rent shall be referred to herein as “Rent.”

2.2 **Rent Payments.** Rent shall be paid in monthly installments payable on the 1st day of each month beginning on the Commencement Date.

2.3 **Late Charges.** In the event that Tenant shall fail to pay any Rent within ten (10) days of the date when the same shall become due, then in addition to any other remedies available to Landlord hereunder, Tenant shall be obligated to pay Landlord a late charge of ten percent (10%) of the amount of any past due payment in addition to the payment then due.

2.4 **Security Deposit.** Landlord hereby waives the requirement of a security deposit under this Lease.

**ARTICLE III. COVENANTS OF TENANT**

3.1 **Covenants.** During the Term of this Lease, Tenant represents and warrants that:

(a) Tenant has the authority to enter into this Lease. No consent of any governmental authority or any other person is required in connection with the execution, delivery, performance or validity of this Lease, except for grant of the Dispensary Permit;

(b) Tenant shall pay the Rent without notice or demand on the days and times and at the places that the same are payable;

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(c) Tenant shall pay for all real estate taxes assessed upon the Leased Premises, and all personal property taxes, gross sales taxes and other impositions attributable to the operation of Tenant’s business at the Leased Premises. The real estate taxes assessed upon the Leased Premises shall be prorated at the beginning of the lease and at the end of the lease based on the applicable fiscal periods at the discount rate, and shall be apportioned between the parties accordingly;

(d) Tenant shall pay for all costs of maintaining (including janitorial service), operating, repairing (except for structural repairs) and insuring the Leased Premises and Tenant’s personal property at the Leased Premises;

(e) Tenant shall pay for all utilities attributable to or serving the Leased Premises, including heat, electricity, water/sewer, air conditioning, internet, cable television, telephone, and trash removal;

(f) Tenant shall keep the paved areas of the Leased Premises reasonably free from snow and ice, and perform mowing of grass and maintenance of landscaped areas at the Leased Premises and Real Property as currently conducted;

(g) Tenant shall peaceably deliver up and surrender possession of the Leased Premises at the expiration or sooner termination of this Lease;

(h) Tenant shall give Landlord prompt written notice of any accident, fire, casualty, damage, or dangerous condition occurring on, at or to the Leased Premises during the Term;

(i) Tenant shall undertake its best efforts not to damage the Leased Premises (or through omission to act permit damage to the Leased Premises), or use or act on the Leased Premises in a manner that can reasonably be expected to cause material damage to the Leased Premises, reasonable wear and tear excepted, except as permitted in Article VIII hereof;

(j) Tenant shall, throughout the Term, maintain the Leased Premises in reasonably clean and orderly condition for showing to replacement tenants;

(m) Tenant shall keep the interior of the building of the Leased Premises in reasonably good order and repair, reasonable wear and tear excepted. Tenant shall, at its sole expense, make all reasonably necessary repairs to the interior of the said building, excluding any structural repairs (which shall be made by Landlord). Tenant shall make such repairs in a reasonably promptly manner.

3.2 Prohibitions. Without the express prior written approval of Landlord, Tenant, its employees, contractors, representatives, agents, guests, visitors and invitees, or, when permitted, its assignees or subtenants, shall not occupy or use the Leased Premises in any manner or for any purpose except as permitted in this Lease.
3.3 **Tenant’s Alterations to Leased Premises.** Tenant shall be responsible, at Tenant’s sole cost and expense, to alter and renovate the exterior and interior of the Leased Premises to meet the requirements of Tenant’s proposed use. Tenant shall submit the plans for any and all such alterations and renovations to the Landlord for approval prior to commencing any construction, which approval shall not be unreasonably withheld by Landlord. Tenant anticipates that required alterations and renovations will include, but may not be limited to, exterior colors and finish materials, signage (including pylon(s)), walkways, roof system, ingress and egress, drive thru to suit, floor plan conversion to suit, lighting, additional security including cameras, HVAC system upgrades, landscaping to suit, and FF&E installation to accommodate the proposed use. All alterations and renovations shall be performed in a workmanlike manner, and Tenant shall be responsible to obtain all permits and approvals required to proceed with such work. For all repairs and maintenance performed by Tenant, Tenant shall promptly pay all costs and expenses of such alterations and renovations and shall promptly discharge all liens filed against the leased property by reason of such work. All renovations and alterations, except for signage, shall become the property of Landlord and may not be removed by Tenant at the expiration or earlier term of this lease.

**ARTICLE IV. ACCESS OF LANDLORD**

4.1 **Access.** Landlord shall have the right to enter the Leased Premises and every part thereof by itself or its duly authorized agents during or after Tenant’s regular business hours, upon not less than twenty-four (24) hours prior written notice, for the purpose of inspecting the Leased Premises, making alterations, repairs, improvements or additions to the Leased Premises (provided that such alterations, etc. do not materially impair Tenant’s use and enjoyment of the Leased Premises), and for any other reasonable purpose consistent with the provisions of this Lease; **provided, however,** that Landlord may enter the Leased Premises at any time during the Term without notice in the event of, and in order to assess and repair, property damage or conditions that pose a danger of damage or harm to the Leased Premises or its occupants (e.g., burst pipes) or an emergency. Additionally, Landlord shall have the right to enter the Leased Premises and every part thereof by itself or its duly authorized agents at any time, upon not less than twenty-four (24) hours prior written or telephonic notice.

**ARTICLE V. REPRESENTATIONS AND COVENANTS OF LANDLORD**

5.1 **Covenants.** Landlord represents and warrants that:

(a) Landlord has the authority to enter into this Lease. No consent of any governmental authority or any other person is required in connection with the execution, delivery, performance or validity of this Lease;

(b) to the best of Landlord’s knowledge, the execution, delivery and performance of this Lease will not violate or contravene any provision of any existing law or regulation or of any mortgage, security agreement, contract, undertaking or other agreement to which Landlord is a party or which purports to be binding upon Landlord or any of Landlord’s assets;
(c) so long as Tenant performs or observes, as applicable, every agreement and obligation of Tenant under this Lease, Tenant shall quietly enjoy the Leased Premises without hindrance by Landlord or anyone claiming under Landlord except as otherwise expressly provided herein; and

(d) Landlord shall be responsible to make, at Landlord’s sole expense, any and all structural repairs and replacements required to be made to the Leased Premises in order to maintain Tenant’s ability to use the Leased Premises as intended. Such repairs and replacements shall be made in a prompt fashion and in a manner designed to minimize the disruption of Tenant’s business conducted upon the Leased Premises. The obligations of Landlord set forth in subparagraph (d) shall not include repairs to any signage.

5.2 Environmental and Health and Safety Matters.

(a) Landlord and its successors and assigns shall indemnify and hold harmless Tenant, its equity holders, managers, directors, officers, employees, agents, representatives and their respective heirs, executors, administrators and personal representatives, successors and assigns, against and with respect to any and all damages, claims, losses, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable legal costs and expenses and investigation and remediation costs and expenses), which are incurred by Tenant, or which are asserted against or imposed upon Tenant, by any other party (including without limitation any governmental entity), arising out of or connected with any Environmental Condition (as hereinafter defined) in existence as of the Effective Date and during the Term of this Lease.

(b) Tenant shall give written notice to Landlord within thirty (30) days of its becoming aware of any claim which may be subject to the provisions of this indemnity; provided, however, that failure to give such notice shall not eliminate or diminish any liability of Landlord. Landlord shall have the opportunity, at its cost and expense, to participate, defend, contest, litigate or take any other reasonable action with respect to such claim. If Landlord gives notice of its intention to participate, defend, contest, litigate or take such other action with respect to any such claim, neither Landlord nor Tenant shall make any settlement without the consent of the other.

(c) Tenant and its successors and assigns, shall indemnify and hold harmless Landlord, its equity holders, managers, directors, officers, affiliates, their respective heirs, executors, administrators and personal representatives, successors and assigns, against and with respect to any and all damages, claims, losses, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable legal costs and expenses and investigation and remediation costs and expenses), which are incurred by Landlord, or which are asserted against or imposed upon Landlord, by any third party (including without limitation any governmental entity), arising out of or connected with (i) any Environmental Condition or health and safety condition caused by Tenant’s negligence, willful misconduct, or otherwise in any way attributable to Tenant’s use or occupancy of the Leased Premises; or (ii) the failure by Tenant to comply with environmental, industrial hygiene, or health and safety laws. For purposes of this Section 5.2(c), any acts or omissions of Tenant, its employees, contractors, representatives, agents, guests, visitors and invitees (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Tenant.
(d) As used in this Lease, the term “Hazardous Substances” means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or by the EPA as hazardous substances (40 CFR Part 302), and amendments thereto, or such substances, materials and wastes which are or become regulated under any laws, including, without limitation, any material, waste or substance which is (i) petroleum (including, without limitation, crude oil or any fraction thereof), gasoline, diesel fuel or other petroleum hydrocarbons, (ii) asbestos (including, without limitation, “regulated asbestos-containing material” and “asbestos-containing waste material”, as defined in 40 CFR § 61.141), (iii) polychlorinated biphenyls, (iv) defined as a “hazardous substance” under Section 103 of the Pennsylvania Hazardous Site Cleanup Act, 35 P.S. §6020.101, et seq., (v) defined as a “hazardous waste” under Section 103 of the Pennsylvania Solid Waste Management Act, 35 P.S. § 6018.101, et seq., (vi) defined as a “regulated substance” under Section 103 of the Storage Tank and Spill Prevention Act, 35 P.S. § 6021.101, et seq., (vii) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251, et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. § 1317, (viii) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., (ix) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., or (x) is considered an “infectious or chemotherapeutic waste” pursuant to the Infectious and Chemotherapeutic Waste Plan Development Act, 35 P.S. § 6901.1, et seq. References to any of the foregoing statutes shall include all applicable regulations promulgated thereunder and any amendments thereto or replacements thereof.

(e) As used herein, the term “Environmental Condition” means any condition that may exist at or adjacent to the Leased Premises with respect to contamination of soil, surface or ground waters, stream sediments, and every other environmental media, which conditions could require response as defined in 42 U.S.C. Section 9601 (but not limited to response actions required under the statute) or which could result in claims, demands, orders or liabilities to the Tenant or Landlord by third parties, including without limitation, governmental entities.

ARTICLE VI. INDEMNIFICATION AND INSURANCE

6.1 Indemnification.

(a) Tenant Indemnification Obligations. Tenant shall indemnify, defend and save Landlord, its equity holders, managers, directors, officers, affiliates, employees, their respective heirs, executors, administrators and personal representatives, successors and assigns, harmless from any and all liability, claims, damages, losses, litigation, expense and counsel fees with respect to: (a) personal injury (including, without limitation, illness or death) or damage to property caused by, arising out of, or attributable to the use and occupancy of the Leased Premises by Tenant, its employees, contractors, representatives, agents, guests, visitors and invitees, from any reason whatsoever; and (b) Tenant’s failure to perform its obligations, covenants or agreements under this Lease.
(b) **Landlord Indemnification Obligations.** Landlord shall indemnify, defend and save Tenant, its equity holders, managers, directors, officers, affiliates, employees their respective heirs, executors, administrators and personal representatives, successors and assigns, harmless from any and all liability, claims, damages, losses, litigation, expense and counsel fees with respect to: (a) personal injury (including, without limitation, illness or death) or damage to property caused by, arising out of, or attributable to the use, occupancy or ownership of the Leased Premises by Landlord, its employees, contractors, representatives, agents, guests, visitors and invitees, from any reason whatsoever; and (b) Landlord’s failure to perform its obligations, covenants or agreements under this Lease.

6.2 **Liability Insurance.** Tenant shall secure and maintain, at its own cost and expense, general liability insurance covering any and all claims for injuries and property damage to persons and property occurring in, upon or about the Leased Premises, during the Term of this Lease, such insurance at all times to be in commercially reasonable amounts which are reasonably acceptable to Landlord, but no less than $1,000,000 Dollars ($1 Million) per occurrence or $3,000,000 Dollars ($3 Million) aggregate. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in Pennsylvania, and Tenant shall deliver to Landlord customary insurance certificates evidencing such insurance. In the event Tenant fails to furnish such policies, Landlord may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by Tenant unto Landlord upon demand. The insurance policy shall name Landlord as an additional insured. A copy of the policy or policies shall be delivered to Landlord upon demand by Landlord.

6.3 **Property and Casualty Insurance – Tenant.** Tenant shall secure and maintain, at its own cost and expense, fire, flood and extended coverage insurance on the Leased Premises and upon Tenant’s personal property, equipment, goods, wares, merchandise and improvements in or on the Leased Premises with coverage in the amount of not less than the reasonable estimated replacement cost of the Leased Premises, and of such personal property, equipment, goods, wares and merchandise.

6.4 **Worker’s Compensation.** Tenant shall maintain worker’s compensation insurance for all employees employed on or with respect to the Leased Premises or any portion thereof in a commercially reasonable amount which is reasonably acceptable to Landlord.

6.5 **Property and Casualty Insurance – Landlord.** Landlord shall secure and maintain, at its own cost and expense, fire, and extended coverage insurance on the portions of the Real Property, including its improvements thereon, not comprising any part of the Leased Premises, with coverage in the amount of not less than the reasonable estimated replacement cost thereof.

6.6 **Evidence of Insurance.** Upon request, Tenant and Landlord shall deposit with each other certificates of such insurance at or prior to the Effective Date of this Lease and thereafter within ten (10) days prior to the expiration of such policies, which shall provide for thirty (30) days prior written notice of any cancellation or change in the amount of coverage of such policies.

**ARTICLE VII. CONDEMNATION**
7.1 **Tenant’s Claims.** Tenant hereby waives any injury, loss or damage, or claim therefor, against Landlord resulting from any exercise of a power of eminent domain affecting all or any part of the Leased Premises, except that Tenant reserves against the condemning authority Tenant’s right to, and claim for, any damages for the interruption of Tenant’s business, Tenant’s moving expenses and for the taking of Tenant’s personal property. All awards by the condemning authority for the taking of the Leased Premises shall belong exclusively to Landlord.

7.2 **Termination; Abatement of Rent.** In the event substantially all of the Leased Premises shall be taken as a result of the exercise of a power of eminent domain, this Lease shall terminate as of the date the right to possession vests in the condemning authority, and Rent shall be apportioned as of that date. If only a part of the Leased Premises shall be so taken, and this Lease is not terminated as hereinafter provided, the Rent shall be abated in proportion to the area so taken, as of the date the right to possession vests in the condemning authority. In the event any part of the Leased Premises shall be taken as a result of the exercise of a power of eminent domain and the remainder of the Leased Premises are not suitable for Tenant’s use, Tenant may, by written notice to Landlord given within fifteen (15) days after the date of taking, terminate this Lease as of a date (to be set forth in said notice) not earlier than fifteen (15) days after the date of the notice, and Rent shall be abated as of the date of condemnation.

**ARTICLE VIII. DAMAGE OR DESTRUCTION**

8.1 **Damage or Destruction.** If the Leased Premises are damaged by the elements or fire or other casualty, so that the Leased Premises have been rendered untenantable in whole or in material part, either Party shall have the option to terminate this Lease upon fifteen (15) days prior written notice. If neither Party elects to terminate this Lease, Landlord shall utilize the insurance proceeds to restore the Leased Premises as soon as reasonably practicable (taking into account the timing of Landlord’s receipt of any insurance proceeds relating thereto), and if the Leased Premises are rendered untenantable only in part, the Rent shall be abated in proportion to the part rendered untenantable, and if rendered wholly untenantable, the entire Rent shall be abated, until such time as the Leased Premises are completely restored to the reasonable satisfaction of Tenant.

8.2 **Termination.** In the event either Party elects to terminate the Lease as provided in Section 8.1 above, the terminating Party shall give the other Party written notice of such intention within thirty (30) days after the occurrence causing the damage, this Lease shall end as of the fifteenth (15th) day following receipt by the other Party of such notice, and the Rent shall be abated as of the date of said occurrence.

**ARTICLE IX. NOTICES**

9.1 **Notices.** All notices, requests, demands, and other communications required under this Lease shall be in writing, in English, and shall be deemed to have been duly given and effective if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) on the day of transmission if sent by electronic mail (“e-mail”) to the applicable e-mail address given below, and written confirmation of receipt is obtained promptly after completion of transmission, (iv) by overnight delivery with a reputable national overnight delivery service, or (v)
by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given three (3) business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the other Party in writing of any name or address changes.

If to Landlord:

Marilyn Shank
The Hammer Group, LLP

If to Tenant:

Ryan Shank

With a copy to (not constituting service)
Judith D. Cassel
Hawke McKeon & Sniscak
100 N. Tenth Street
Harrisburg, PA 17101

ARTICLE X. EVENTS OF DEFAULT

10.1 Events of Default. Each of the following shall constitute an Event of Default hereunder:

(a) the failure of Tenant to pay, on or before ten (10) days after the due date, of any Rent or other sum herein required to be paid by Tenant;

(b) the vacation or abandonment of the Leased Premises by Tenant;

(c) the failure of Tenant to perform any other covenant or condition of this Lease within thirty (30) days after written notice and demand, or, if the performance requires more than thirty (30) days to complete, the failure to begin performance within thirty (30) days and diligent completion thereafter;

(d) the suspension of business by Tenant;

(e) the filing by or against Tenant of a petition for adjudication as a bankrupt or insolvent, or for reorganization or appointment of a receiver or trustee of Tenant’s property, an assignment by Tenant for the benefit of creditors or the taking of possession of Tenant’s property by any governmental officer or agency pursuant to statutory authority for the liquidation of Tenant’s property, which default remains uncured and in effect for a period of ninety (90) days;

(f) the failure, without cause, of Landlord to provide for Tenant’s quiet enjoyment of the Leased Premises;
the failure of Landlord to repair or replace property or improvements on the
Leased Premises as provided for herein;
(h) the failure of Landlord to pay any sums owed to Tenant or to any 3rd party
for which such failure causes any interference with Tenant’s business on the Leased Premises
including but not limited to any liens against the Leased Premises or Tenant’s personal property
or equipment;
(i) the filing of any liens, claims, mortgages on or against the Leased Premises;
or
(j) the failure of Landlord to perform any other covenants or obligations of this
Lease after thirty (30) days written notice and demand, or, if the performance requires more than
thirty (30) days to complete, the failure to begin performance within thirty (30) days and diligent
completion thereafter.

ARTICLE XI. RIGHTS UPON DEFAULT

11.1 Rights of Landlord. In the event of the occurrence of an Event of Default
hereunder, Landlord may, at its option, undertake any or all of the following remedies:

(a) terminate this Lease upon fifteen (15) days’ prior written notice to Tenant
whereupon Tenant shall peacefully surrender the Leased Premises to Landlord;

(b) exercise any and all other rights and/or remedies granted or allowed
Landlord by any existing or future laws of the Commonwealth of Pennsylvania; and

(c) exercise any and all other rights and remedies contained in this Lease or
available under applicable Law or in equity.

11.2 Rights of Tenant. In the event of Default by Landlord not cured as provided
hereunder, Tenant may terminate this Lease upon fifteen (15) days written notice to Landlord and
Tenant shall have no further obligations to Landlord hereunder; provided however that Tenant may
still exercise any and all other rights and/or remedies granted or allowed by any existing or future
laws of the Commonwealth of Pennsylvania.

11.3 Remedies Cumulative. All of the remedies given to Landlord in this Lease, and
all rights and remedies given to it by Law and equity, shall be cumulative and concurrent, and no
one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any
others.

ARTICLE XII. SUBORDINATION; NON-DISTURBANCE AND ATTORNMENT

12.1 Estoppel Certificates. At any time and from time to time and within ten (10) days
after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a
statement in writing, duly executed by Tenant: (a) certifying that this Lease is in full force and
effect without modification or amendment (or, if there have been any modifications or amendments, that this Lease is in full force and effect as modified and amended and setting forth in full all modifications and amendments), (b) certifying the dates to which Rent has been paid, and (c) either certifying that to the knowledge of Tenant, no default exists under this Lease, or specifying each such default.

**ARTICLE XIII. DISPENSARY PERMIT CONTINGENCY**

13.1 This Lease is contingent upon Tenant obtaining a Dispensary Permit from the DOH and any required Dispensary Permit renewals ("Permit Renewal") to use the Leased Premises as its primary dispensary location.

13.2 If Tenant does not obtain a Dispensary Permit from the DOH for the purpose set forth in 13.1, this Lease will be void.

13.3 If Tenant obtains a Dispensary Permit, but does not obtain Permit Renewal, this Lease will terminate as provided for herein.

**ARTICLE XIV. MISCELLANEOUS**

14.1 **Assignment and Subletting.** Neither party shall, either voluntarily or involuntarily or by operation of law or otherwise, sell, assign, transfer, mortgage, pledge or otherwise encumber this Lease or the Leased Premises, or sublet or sell all or any portion of the Leased Premises or permit any part thereof to be used or occupied by anyone other than Tenant, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Should either Landlord request and Tenant consent to the assignment of this Lease or the sale of the Leased Premises and the interest hereunder Landlord shall cause its assignee to agree in writing to honor the terms and conditions of this Lease. Any attempted assignment, sale, or sublease in contravention hereof shall be null and void.

14.2 **Merger.** This Lease is the only understanding and agreement between the Parties pertaining to the Leased Premises, and all negotiations and oral agreements acceptable to the Parties are included herein.

14.3 **Governing Law; Venue.** The laws of the Commonwealth of Pennsylvania shall govern the validity, interpretation, performance and enforcement of this Lease. The Parties agree that the exclusive jurisdiction for the resolution of disputes hereunder shall be the Court of Common Pleas of Lancaster County, Pennsylvania and the Parties hereby consent to the exclusive jurisdiction of such courts to hear and resolve disputes under this Lease.
14.4 **Headings.** Any headings preceding the text of the articles, sections and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

14.5 **Severability.** If any provision of this Lease is held to be invalid, void or unenforceable, the remaining provisions shall not be affected or impaired thereby, but shall continue in full force and effect.

14.6 **Successors and Assigns.** All rights, obligations and liabilities hereupon given to or imposed upon the respective Parties shall extend to and bind the successors, and permitted subtenants and assigns of said Parties.

14.7 **Amendment.** This Lease shall not be changed, amended or supplemented except by written instrument signed by Landlord and Tenant.

14.8 **Survival of Covenants, Etc.** The representations and warranties contained in this Lease made by the Parties shall survive the expiration or earlier termination of this Lease.

14.9 **Consequential Damages.** Neither Party shall be liable hereunder for any indirect, incidental or consequential damages of the other Party, including, without limitation, lost business or revenue.

14.10 **Entire Agreement.** This Lease and any exhibit or addendum that may be attached hereto set forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof.

14.11 **Counterparts.** This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all of which together will constitute one and the same agreement.

14.12 **Waiver.** No waiver of any term, provision, or condition of this Lease, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Lease.

IN WITNESS WHEREOF, the Parties have caused these presents to be duly executed the day and year first above written.

**LANDLORD:**

THE HAMMER GROUP, LLP

By: [Signature]

Name: Marilyn Berger
Title:
TENANT:

CRBPA I, LLC

By: ____________
Name: Ryan Shank
Title: __________________________
Redacted in full pursuant to PA RTKL B(6)
Affidavit of Criminal Offense

State of NEVADA )
County of CLARK ) ss:
)

The undersigned, Peter Ishak, 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): __________ n/a __________________________
Offense(s): __________ n/a __________________________

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): __________ n/a __________________________
Offense(s): __________ n/a __________________________

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): n/a

Offense(s): n/a

Signature of Affiant and Title

Date

STATE OF NEVADA
COUNTY OF CLARK
Sworn to and subscribed before me this 19th day of MARCH, 2017 by

Notary Public

MY COMMISSION EXPIRES: July 5, 2020

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Redacted in full pursuant to PA RTKL B(6)
RELEASE AUTHORIZATION

TO: ______________________________________

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

FROM: ______________________________
Lancaster Wellness Consultants LLC
Applicant's Name

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

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

[Signature]

[Date]

[Department of Health Logo]
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 19th day of MARCH 2017.

Authorized Signatory

STATE OF NEVADA
COUNTY OF CLARK

On this 19th day of MARCH, 2017, before me, a Notary Public, personally appeared PETER, ADEL ISHAK (known to me or satisfactorily proven) to be the person whose name is subscribed in this Release, and acknowledged that he/she executed the same for the purposes herein contained.

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

Notary Public

MY COMMISSION EXPIRES July 5, 2020

AC 65,576
Notary Public, State of Nevada
No. 16-2968
My Appt. Exp. July 5, 2020

PENNSYLVANIA DEPARTMENT OF HEALTH
Redacted in full pursuant to PA RTKL B(6)
Redacted in full pursuant to PA RTKL B(3)
Redacted in full pursuant to PA RTKL B(6)
Redacted in full pursuant to PA RTKL B(11)
Redacted in full pursuant to PA RTKL B(6)