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

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

Part A - Applicant Identification and Dispensary Information

(Scoring Method: Pass/Fail)

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

Section 1 – Applicant Name, Address and Contact Information

**Business or Individual Name and Principal Address**

<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>PA Options for Wellness Lancaster, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other trade names and DBA (doing business as) names:</td>
<td>N/A</td>
</tr>
<tr>
<td>Business Address:</td>
<td>4711 Queen Ave., #201</td>
</tr>
<tr>
<td>City: Harrisburg</td>
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</tr>
<tr>
<td>Zip Code: 17109</td>
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</tr>
<tr>
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</tr>
</tbody>
</table>

☑ Primary Contact, or ☐ Registered Agent for this Application

| Name: | Thomas Allen Trite |
| Address: | DOH REDACTION |
| City: DOH REDACTION | State: DOH REDACTION |
| Zip Code: DOH REDACTION | |
| Phone: DOH REDACTION | Fax: DOH REDACTION |
| Email: DOH REDACTION | |

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:** PA Options for Wellness Lancaster, LLC

**Address:** 39 E Chestnut Street
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

City: Lancaster  
State: PA  
Zip Code: 17602-2701

County: Lancaster  
Municipality: Lancaster City

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

This dispensary is conveniently located in the heart of downtown Lancaster, less than one block (500 ft.) from the Red Rose Transit Authority (RRTA) main downtown bus terminus. It is serviced by 17 bus routes of the RRTA which transit Lancaster County and Lancaster City.

The dispensary is also located across the street from two public parking garages.

Second Dispensary Location

Facility Name: Non Applicable
Address: Non Applicable

City: Non Applicable  
State: PA  
Zip Code: N/A

County: Non Applicable  
Municipality: N/A

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: Non Applicable
Address: Non Applicable

City: Non Applicable  
State: PA  
Zip Code: N/A

County: Non Applicable  
Municipality: N/A

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,
Why Diversity is Important to PA Options for Wellness

Diversity is of paramount importance to PA Options for Wellness. As a business, we clearly understand the benefits of diversity and inclusion and its positive impact on the community, teamwork, company morale, as well as on the bottom line. Things like increased innovation and credibility with a diverse consumer base provide a significant competitive edge to those companies savvy enough to take advantage of them. But for all members of the PA Options for Wellness team it is about more than compliance driven Affirmative Action reporting or filling our lower level and administrative ranks with enough diverse employees to meet reporting requirements. We are committed to taking the lead in providing employment and wealth creation opportunities in this high growth industry for those communities who in the past were disproportionally effected in a negative way by illegal marijuana.

It is imperative to us at PA Options for Wellness that we make a measurable impact on the sustained growth in educational, health, and income opportunities for diverse communities in a way that begins to turn the tide of poverty and lack of access that has been present for so long. Our diverse team of principals, operators, financial backers, employees, and vendors demonstrates our authentic desire to move the needle of income and opportunity inequality in diverse communities. Our presence in the communities we work in will not only provide economic development, educational opportunity, and addiction recovery support but will serve as inspiration to those looking for “someone who looks like them” owning, operating, and working in the medical cannabis industry.

We are personally committed to holding ourselves and the industry accountable for having measurable diversity goals and objectives in place that are highly visible, transparent, and regularly reported on to all internal and external stakeholders. To that end, our diversity plan includes policies and processes that demonstrate our organizational commitment to diversity and inclusion through workforce profiles and employment practices, procurement and business practices, supplier diversity, and transparent communications practices. Our Diversity Plan is as follows:

In nurturing a diverse and inclusive working environment, PA Options for Wellness recognizes that an organization’s most valuable assets are its people. Additionally, PA Options for Wellness acknowledges that each person is unique and possesses qualities that contribute to the overall mission of the company. In knowing that there are many dimensions to diversity and inclusion, including the familiar traits of race, ethnicity, gender, age, religion, disability, military status, non-job-related handicap, and sexual orientation, PA Options for Wellness
has carefully integrated a mixture of races, genders, ages, and veterans into the fabric of the organization. PA Options for Wellness believes that attracting, developing, and retaining a base of employees that reflects the diversity of our customers is essential to our success. In addition, we believe success hinges on relationships with diverse professional and patient organizations, civic groups, and community leaders.

**PA Options for Wellness Affirmative Action Plan**

PA Options for Wellness is fully committed to the concept and practice of equal opportunity and affirmative action—as such, PA Options for Wellness is an Affirmative Action/Equal Opportunity Employer (AA/EOE), and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to age, ancestry, race, marital status, religious creed, sex, sexual orientation, or physical disability.

An intentional focus on diversity at all levels of PA Options for Wellness’s organizational structure is essential to our mission, purpose, and success. PA Options for Wellness fully embraces the concept of diversity, understanding the importance of achieving an inclusive organization that welcomes diversity. This policy and practice applies to all persons, including those who are members of the protected classes identified as being African Americans, Hispanics, Asians, Native Americans, Pacific Islanders, Women, Veterans, and Persons with Disabilities. PA Options for Wellness will implement, monitor, and enforce this AA/EOE Policy Statement and program in conjunction with all applicable federal and state laws.

We will include in our Affirmative Action Plan policies and procedures that create diverse applicant pools for both internal and external opportunities that may include outreach to minority, woman, and veteran organizations, outreach to educational institutions serving significant minority and women student populations, and participation in conferences, workshops, and other events to attract minorities, women, and veterans to inform them of employment and promotion opportunities.

**Affirmative Action/Equal Opportunity Employment Plan**

This Affirmative Action Plan is presented in five broad sections as follows:

1. Program Responsibility
2. Affirmative Action and Equal Opportunity Employment Program Areas
3. Complaint Resolution and Counseling
4. Timetables and Goals
5. Plan Evaluation
Program Responsibility
This section identifies specific areas of responsibility for the Executive Officers, Management Personnel, and Employees.

The Chief Executive Officer (CEO) and the Chief Administrative Officer (CAO) will be accountable for the execution of the Affirmative Action Plan.

The Director of Diversity is responsible for the following:
- Administering and enforcing the AA/EOE policy and plan;
- Implementing factors for rating success in attaining AA/EOE plan objectives in department head evaluations each year; and
- Periodically reviewing the method of evaluating success across PA Options for Wellness’s departments in attaining AA/EOE objectives.

The Human Resource Manager (HRM) or designated manager will work alongside the CEO and the CAO, and will be directly responsible for the development, coordination, implementation, and evaluation of the AA/EOE Plan. As such, the responsibilities of the HRM will include, but not be limited to the following duties:
- Plans, coordinates, and directs the day-to-day activities of the AA/EOE Plan;
- Develops and recommends the implementation of policies and procedures needed to attain AA/EOE goals;
- Stays informed of developments in the AA/EOE opportunity area;
- Acts as liaison with community and professional groups concerned with AA/EOE issues;
- Determines whether imbalance exists in relevant individual job classifications, where imbalance exists, prepares timetables and goals for AA/EOE;
- Disseminates timetables and goals to department heads for AA/EOE;
- Recommends training classes that executive officers, managers, supervisors, and employees should attend;
- Provides opportunities for equal employment opportunity training for executive officer’s supervisors, managers, and employees; and
- All recruiting sources which serve minorities, females, disabled, and community leaders will be informed orally and in writing of PA Options for Wellness’s AA/EOE Program. We will also request their support and assistance in furthering our commitment to equal employment opportunity.
Affirmative Action and Equal Opportunity Employment Program Areas

The second section describes PA Options for Wellness’s AA/EOE Plan identifying areas coordinated and implemented by PA Options for Wellness’s AA/EOE department which include:

- career development and advancement;
- recruitment;
- personnel actions; and
- training.

This portion of PA Options for Wellness’s AA/EOE Plan focuses on eliminating factors which arbitrarily discriminate against members of protected groups.

Career Development and Advancement

1. Departments are encouraged to advise employees of career opportunities and training Programs; and
2. Promotional requirements (such as supervisory evaluation, oral examinations, written tests, qualification requirements, and seniority) will be announced and posted via the internet, internal communications, as well as, flyers and other postings.

Recruitment

PA Options for Wellness will annually review and update the outreach and recruitment action plan. Recruitment efforts and activities of PA Options for Wellness will be supported and supplemented by active efforts of the executive officers and managers. In addition, PA Options for Wellness will place into effect a ‘Community Board’ that will be comprised of representatives from various sectors of the local community which include religious backgrounds, low-income, disabled, and law enforcement.

PA Options for Wellness understands the importance of providing a voice to local leaders of the community with the purpose of gaining insight into specific community needs and issues. As such, PA Options for Wellness will reach out to members of the local school districts and members from the community to establish a comprehensive plan for increasing diversity with PA Options for Wellness. Some of the ideas discussed include the following:

1. Development of Recruitment Sources
   a) HRM will continue to develop communications with leaders from protected groups;
   b) All recruitment contacts are advised that nondiscrimination is a basic element of PA Options for Wellness’s AA/EOE Program;
   c) Facilities and resources of organizations serving protected groups are used such as the local NAACP chapters across Pennsylvania; and
   d) Referrals are requested from government agencies and programs.
2. Encouragement of Job Applicants
   a) Recruiting is directed to protected groups;
   b) Departments conduct additional recruitment and assign staff for targeted recruitment when necessary and feasible;
   c) Commonwealth recruitment centers or staffing resources are used to conduct targeted recruitment (e.g., DiversityFIRST™ Jobs);
   d) PA Options for Wellness encourages employees who are members of protected groups to refer applicants; and
   e) PA Options for Wellness utilizes volunteer programs to help employ protected group members.

3. Recruitment material, information, and media
   a) Publications are reviewed to ensure that language or photographs do not imply inequality of people in protected groups;
   b) The application form contains only job-related questions;
   c) Job announcements are readable and understandable;
   d) The statement "An Equal Opportunity Employer"... it is the policy of PA Options for Wellness not to discriminate because of race, color, religion, sex, national origin, age, or disability is listed on all announcements; and
   e) Information on job opportunities is disseminated through various mediums (i.e. internet job postings, newspapers, fliers, churches, welfare offices etc.) with large protected group audiences.

Personnel Actions

1. Employee Communication and Participation
   a) Employees are given opportunities to discuss individual problems informally, and to obtain needed advice and counseling confidentially with the HRM; and
   b) Managers and supervisors are required to be knowledgeable about PA Options for Wellness’s AA/EOE Program.

2. Performance Evaluations
   a) A factor for rating success in attaining our AA/EOE objectives is included in the executive officer evaluations each year; and
   b) Employees, managers, supervisors, and executive officers demonstrating superior accomplishment in Affirmative Action receive recognition.
Training

Training opportunities are designed to develop skills needed to improve current performance, or to qualify for higher level positions, and are provided to all employees on a non-discriminatory basis.

1. New employees are given an orientation which includes a section on PA Options for Wellness’s AA/EOE plan. The orientation also provides them with the name and contact information of the HRM; and
2. Departments advise employees of on-the-job training, conferences, workshops, educational opportunities, etc.

PA Options for Wellness will proactively provide training, mentorship, and professional development for all of our employees and key stakeholders on Diversity and Inclusion. A representative sample of courses we have already developed include:

- Civility in the Workplace
- Communication Strategies
- Social Media in the Workplace
- Women in Leadership
- Conflict Resolution
- Emotional Intelligence
- Generation Gaps
- Improving Mindfulness
- Social Intelligence
- Workplace Diversity
- Workplace Harassment
- Delivering Constructive Criticism
- Appreciative Inquiry
- 10 Soft Skills You Need

These courses can be delivered online through our Learning Management System or in a traditional classroom format.

Complaint Resolution and Counseling

The third section lays the foundation for PA Options for Wellness’s HRM who is in charge of processing and mediating any discrimination complaints from the organization’s employees. It is very important to PA Options for Wellness to resolve discrimination complaints internally. Employees who feel the need to talk to someone regarding PA Options for
Wellness’s policies and procedures, and to discuss discrimination concerns may also contact HRM.

Internal Diversity Goals
PA Options for Wellness’s goal for Affirmative Action is that the percentage of minorities, females, and veterans employed in each job classification, and each department in PA Options for Wellness employment reflect the qualified members of minority groups and females in the surrounding county. PA Options for Wellness plans to utilize census data to determine the qualified minorities and females in the surrounding county work force. PA Options for Wellness will remain abreast of local population statistics, and changing diversity groups within the community, and will assess outreach efforts as needed. Timetables for progress are based solely upon the yearly number of vacancies occurring within the specific job classification, through employee turnover and the creation or elimination of new positions.

Plan Evaluation
PA Options for Wellness’s AA/EOE Plan is evaluated once the CEO receives a report of PA Options for Wellness’s AA/EOE Plan. The report contains the overall status of the plan, results achieved toward established objectives, identity of any particular problems encountered, and recommendations for corrective actions needed. Top level support is essential to the success of an AA/EOE Plan, PA Options for Wellness not only encourages, but also challenges its executive officers and management team to assure that no person will be discriminated against, or be denied the benefits of any employment process with the organization.

Supplier Diversity
PA Options for Wellness will develop and maintain a supplier diversity policy that provides for fair opportunity for diverse businesses to compete in the procurement process, including contracts of all types and sizes. We will have established methods to evaluate and assess supplier diversity, which will include metrics and analytics related to annual contract spending, percentage spent with minority-owned, women-owned, and veteran-owned business contractors by race, ethnicity, gender, sexual orientation, and military status. We will also measure the percentage of contracts with diverse business subcontracts and the demographics of the workforces for majority contractors and subcontractors. The majority of our current slate of vendors are minority-owned, women-owned and veteran-owned. Examples include our strategy consultant, HR consultant, web design...
company and the company that provides our lab supplies. We will continue to prioritize the selection of diverse vendors as we move forward with our business. Lastly, we will establish practices to promote a diverse supplier pool that will include outreach to minority, women, and veteran owned businesses and representative organizations, participation in conferences, workshops, and other events to attract diverse firms and to inform them of contracting opportunities and publicize procurement opportunities.

Outreach

- With PA Options for Wellness focused on all aspects of diversity and inclusion, we will partner with multiple organizations in need of financial support, volunteering, mentoring, educational programs, resources, etc. (see also the Community Impact Section of this application). One of the organizations that has been strategically identified is the Spanish American Civic Association (SACA) of Lancaster County (sacapa.org). We will partner with them in their mission to foster and perpetuate the cultural, social and economic well-being of the Latinos residing in the City and County of Lancaster, and thereby contribute to the general well-being of the community at large. In addition, PA Options for Wellness intends to provide assistance (i.e. bus tokens, reimbursement for travel to dispensaries, etc.) for both low-income clients and clients with disabilities.

- Furthermore, PA Options for Wellness will reach out to local hospitals and clinics to provide patrons and staff with up-to-date information regarding the benefits of medical marijuana for individuals who have Acquired Immune Deficiency Syndrome (HIV/AIDS), Glaucoma, Inflammatory Bowel Disease, Multiple Sclerosis, etc. This outreach will extend to Autism support groups and mental health providers for patients suffering with Post Traumatic Stress Disorder. Lastly, we plan to partner with organizations that have established expertise in bringing more diversity in the Medical Cannabis industry. Organizations like The Minority Cannabis Business Association (MCBA) which is the first non-profit organization created specifically to progress the cannabis industry by increasing diversity. PA Options for Wellness is in agreement with their mission is to create equal access and economic empowerment for cannabis businesses, their patients, and the communities most affected by the war on drugs, and as such, will actively seek to partner with them and others like them. To continuously weave in diversity and inclusion, PA Options for Wellness anticipates reaching out to minority business enterprises, as well as women-owned businesses for contracting purposes. As such, executive officers will develop a donation strategy tied to the representation of the ‘Community Board’ to identify where the most need.
is, and partner with those specific organizations. PA Options for Wellness intends to streamline its efforts in positively impacting the community by providing educational materials in secondary languages, volunteering monthly with minority-based organizations, conducting educational seminars for the local community pertaining to health-related topics, focusing on mental health issues, and reaching out the Lesbian, Gay, Bisexual, and Transgender (LGBTQ) offices at the collegiate level. This is what sets PA Options for Wellness apart—attention to the actual needs of the immediate community, and assisting with actively providing a solution to address those needs.

**Workforce Utilization Report**

Table 2 below indicates current workforce utilization.

- 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.
Metrics, Measurement and Reporting

PA Options for Wellness will provide transparency in our activities regarding diversity and inclusion by making our Diversity and Inclusion Strategic Plan and our Statement of Commitment to Diversity and Inclusion available to all our employees, suppliers, consumers, shareholders, and the public through our annual reports, website, and other appropriate communication methods.

Additionally, we will regularly communicate our progress towards achieving diversity and inclusion in our workforce and procurement activities by providing access to current workforce and supplier demographic profiles, current employment, and procurement activities, forecasts of potential employment and procurement opportunities and the availability of mentorship and development programs for employees and contractors. We intend to employ a dashboard system toward defining and measuring our efforts similar to the one shown below in Figure 1:

![Dashboard System](image)

Figure 1: Dashboard System

Conclusion

PA Options for Wellness’s plan for diversity and inclusion will require commitment, creativity, discussion, reflection, collaboration, and openness to learning and growth. This diversity plan is a compass that will allow PA Options for Wellness to navigate through the challenges ahead, mark its progress, and notice deviations from goals. This plan will be adjusted as necessary as PA Options for Wellness continues to grow and develop.
Part C – Applicant Background Information  
(Scoring Method: Pass/Fail)  
FOR THIS PART THE APPLICANT IS REQUIRED TO PROVIDE BACKGROUND AND CONTACT INFORMATION FOR THE PRINCIPALS, FINANCIAL BACKERS, OPERATORS AND EMPLOYEES.

Section 4 – Principals, Financial Backers, Operators and Employees

A. Please list all Principals, Financial Backers and Operators

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<td>First Name:</td>
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<tr>
<td>Occupation: President/CEO</td>
<td>Title in the applicant’s business: President/CEO</td>
</tr>
<tr>
<td>Also known as: n/a</td>
<td>Date of birth:</td>
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<tr>
<td>Address Line 1:</td>
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<td>Occupation: Chief Operating Officer</td>
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IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER INDIVIDUALS IN A SEPARATE DOCUMENT TITLED “PRINCIPALS, FINANCIAL BACKERS AND OPERATORS (CONTD.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.

B. Please list Employees

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR ANY EMPLOYEES THAT HAVE BEEN HIRED TO DATE TO WORK FOR THE APPLICANT LISTED IN THIS APPLICATION. IF NO EMPLOYEES ARE CURRENTLY EMPLOYED, PLEASE LEAVE THIS SECTION BLANK.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
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<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth: MM/DD/YYYY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 1:</td>
<td>Address Line 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

Name and Residential Address

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

**Section 5 – Moral Affirmation**

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

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

**Pennsylvania Department of Health**
Section 6 – Compliance with Applicable Laws and Regulations

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

Section 7 – Civil and Administrative Action

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

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

Schedule A: Civil or Administrative History Incident

<table>
<thead>
<tr>
<th>Defendant</th>
<th>Name of Case &amp; Docket #</th>
<th>Nature of Charge or Complaint</th>
<th>Date of Charge or Complaint</th>
<th>Disposition</th>
<th>Name and Address of the Administrative Agency Involved, and the Tribunal or Court</th>
</tr>
</thead>
<tbody>
<tr>
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Part D – Plan of Operation
(Scoring Method: 550 Points)

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

Plan of Operation

What must be covered in a Plan of Operation?
Applicants must identify how they will comply with relevant laws and regulations regarding:
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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

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

Yes  No

Section 8 – Operational Timetable

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Begin construction</td>
<td>Upon Announcement of Award</td>
</tr>
<tr>
<td>Complete Construction</td>
<td>60 Days Post license</td>
</tr>
<tr>
<td>Begin interviewing for hiring</td>
<td>90 Days Post License</td>
</tr>
<tr>
<td>Implement internal processes including track and trace</td>
<td>120 Days Post License</td>
</tr>
<tr>
<td>Open doors to facility to begin educating the community and patients while waiting for first available batch of products from cultivation facilities, including company's own, should Applicant receive that award as well.</td>
<td>120 Days Post License.</td>
</tr>
<tr>
<td>Coordinate with licensed cultivators to purchase first available batch of products.</td>
<td>Ongoing upon initial award.</td>
</tr>
<tr>
<td>Make available marijuana products for patient access.</td>
<td>Upon first available batch from cultivation facilities but available after 90 days post license award</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. **Position Title:** President/Chief Executive Officer (1 Full-Time Position)
   **Reports To:** Board of Directors

   The President/Chief Executive Officer (CEO) serves as chief executive of the Company. In partnership with the Board of Directors (BD), the President/CEO is responsible for the success of the Company. Together, the BD and the President/CEO assure the Company’s relevance to the community, the accomplishment of the Company’s mission and vision, and the accountability of the Company to its diverse constituents.

   The BD delegates responsibility for management and day-to-day operations to the President/CEO. The President/CEO has the authority to carry out these responsibilities, in accordance with the direction and policies established by the BD. The President/CEO provides information, advice, and counsel to the BD as they carry out their governance function. The President/CEO assists the Board to determine the Company’s values, mission, vision, and short-and long-term goals. The President/CEO will keep the BD fully informed on the condition of the Company and on all the important factors influencing it.

   The President/CEO provides general oversight of all Company activities, assures program quality and organizational stability through development and implementation of standards and controls, systems and procedures, and regular evaluation.

   **Qualifications**
   The hiring criteria for the President/CEO position is as follows:
   1) Minimum 5 years in a senior management position;
   2) Past experience administering a multi-million-dollar budget;
   3) Demonstrated leadership ability;
   4) A bachelor’s degree.

   This position is filled by [Name]. His complete resume and biography can be found at the end of this Staffing Plan.

2. **Position Title:** Chief Operating Officer (1 Full-Time Position)
   **Reports To:** President/CEO
The Chief Operating Officer reports to the President/CEO and serves as an integral member of the senior management team. The Chief Operating Officer will be responsible for the development of the Company’s strategic goals. In addition to the strategic components, the Chief Operating Officer will be charged with developing and implementing more sophisticated policies and procedures. The Chief Operating Officer will serve as the internal leader of the organization:

1) Coordinating the annual operations plan and budget;
2) Leading the performance management process that measures and evaluates progress against goals for the organization; and
3) Providing a strong day-to-day leadership presence for all staff.

The Chief Operating Officer will provide effective and inspiring leadership by being actively involved in all programs and services, developing a broad and deep knowledge of all programs.

**Chief Operating Officer Qualifications**

The hiring criteria for the Chief Operating Officer position are as follows:

1) Minimum 5 years of experience and a track record in senior program management;
2) Excellence in organizational management with the ability to coach senior-level staff to manage and develop high-performance teams;
3) Past experience managing human resources functions including personnel, compensation, and recruiting.

This position is filled by [Name]. His complete resume and biography can be found at the end of this Staffing Plan.

3. **Position Title:** Chief Financial Officer (1 Full-Time Position)
   **Reports To:** President/CEO

   The Chief Financial Officer (CFO) position is accountable for the administrative, financial, and risk management operations of the company, to include the development of a financial and operational strategy, metrics tied to that strategy, and the ongoing development and monitoring of control systems designed to preserve company assets and report accurate financial results.

   The CFO will assist in formulating the company’s future direction, support tactical initiatives, monitor and direct the implementation of strategic business plans, develop financial and tax strategies, and develop performance measures that support the company’s strategic direction.

   The CFO will ensure that the company properly reports its financial information in accordance with Generally Accepted Accounting Principles (GAAP) and on an income tax basis in accordance with the U.S. Internal Revenue Code. The CFO will monitor the finances of the company and work with operations managers in order to properly report the production and inventory control of medical marijuana throughout the seed to sale process. The CFO will coordinate accounting processes and procedures for dispensary revenue, excise tax reporting, payroll, accounts payable,
fixed asset management, ATM management, treasury and cash management.

**CFO Qualifications**
The hiring criteria for the CFO position are as follows:

1) Bachelor’s degree in Accounting;
2) Certified Public Accountant License; and
3) Minimum of 5 years’ experience in similar role.

This position is filled by [name]. His complete resume and biography can be found at the end of this Staffing Plan.

<table>
<thead>
<tr>
<th>4. Position Title:</th>
<th>Chief Medical Officer (1 Full-Time Position)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reports To:</td>
<td>President/CEO</td>
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</tbody>
</table>

The Chief Medical Officer (CMO) provides technical leadership and oversight for all medical and regulatory aspects of the Company’s initiatives. The CMO is responsible for providing strategic consultation and guidance on all decisions that relate to patient care. In addition, the CMO will develop and maintain relationships with academic institutions for the purposes of business and research collaboration.

The CMO must ensure that standards, protocols, leadership, and direction are in place to make sure that the Company is providing the highest quality of care possible to its patients, as well as, implementing operational efficiencies aimed at enhancing patient flow, and increasing the number of patients cared for.

**Chief Medical Officer Qualifications**

The hiring criteria for this position are as follows:
1) Must have a license to practice medicine.
2) A minimum of 5 years professional post-residency experience in direct patient care.
3) Demonstrated management, organizational, and interpersonal skills.
4) Additional coursework in business, management or medical management strongly preferred.

This position is filled by [name]. Her complete resume and biography can be found at the end of this Staffing Plan.

<table>
<thead>
<tr>
<th>5. Position Title:</th>
<th>Chief Compliance Officer (1 Full Time Position)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reports To:</td>
<td>President/CEO</td>
</tr>
</tbody>
</table>

The Chief Compliance Officer (CCO) is a key member of the senior team, engaged in ensuring that the dispensary remains fully compliant with local ordinances and state laws while in operation. The CCO is plays a major role in dispensary is continuously updated with new ordinances, laws,
and amendments to current laws and regulations in regards to medical marijuana dispensaries. Furthermore, the CCO will actively participate in educational and training programs to ensure that he or she is continuously up-to-date with regulations, local and state laws, and any amendments made to pre-existing laws and ordinances applicable to medical cannabis.

Duties of the CCO include, but are not limited to, the following:

1. Ensure and provide the maintenance of confidential information;
2. Implements safety and preventative measures, along with training to staff, in an effort to prevent diversion of medical marijuana to non-patients;
3. Ensures that dispensing is being conducted in a safe manner;
4. Develop, implement and maintain policies and procedures for the Corporate Compliance Program to prevent illegal, unethical or improper conduct;
5. Monitor and coordinate compliance activities;
6. Identify potential areas of vulnerability and risk;
7. Develop and implement corrective action plans;
8. Protect assets by establishing compliance standards and anticipating emerging compliance trends;
9. Ensure the Company is in full compliance with local, state and federal rules and regulations as well as regulatory agencies; and
10. Resolve company risk, compliance and legal issues.

**Chief Compliance Officer Qualifications**

The hiring criteria for this position are as follows:

1. Law degree highly preferred.
2. Must have a minimum of 3-5 years in similar field.
3. Demonstrated knowledge of Pennsylvania marijuana regulations

This position is filled by [Name]. His complete resume and biography can be found at the end of this Staffing Plan.

6. **Position Title:** Chief Information Officer (1 Full-Time Position)
   **Reports To:** President/CEO

The Chief Information Officer (CIO) will be responsible for implementing objectives and strategies for the IT department, selecting and implementing suitable technology to streamline all internal operations, direct and organize IT-related projects, and monitor changes or advancements in technology to discover ways the company can gain a competitive advantage.

The CIO will also prepare and maintain employee files, assuring accuracy, compliance, and confidentiality. In addition, the CIO will ensure compliance with all federal, state, and local employment laws.
### Chief Information Officer Qualifications

The hiring criteria for this position are as follows:

1. Excellent knowledge of IT systems and infrastructure;
2. Minimum 5 years experience of IT systems and planning IT implementation;
3. Demonstrate a solid understanding of data analysis, budgeting and business operations; and
4. Outstanding communication and interpersonal abilities.

This position is currently filled by [Name Redacted]. His complete resume and biography can be found at the end of this Staffing Plan.

---

### Position Title: Chief Security Officer (1 Full Time Position)  
**Reports To:** Chief Operating Officer

The Chief Security Officer (CSO) is responsible for devising policies and procedures regarding areas such as adequate security, dispensing safety, theft prevention, continuity planning, and fraud prevention. The CSO will oversee and coordinate security efforts across the company, identify security initiatives, and set standards. The CSO will develop procedures to ensure the physical safety of employees and patients, and will create workplace violence awareness and prevention programs.

The CSO will maintain relationships with local, state and federal law enforcement and other related government agencies to ensure that medical cannabis is not diverted to the illegal black market.

### Chief Security Officer Qualifications

The hiring criteria for this position are as follows:

1. Bachelor’s degree in Criminal Justice or related field;
2. Minimum of 10 years’ military or law enforcement experience;
3. Must have at least 2 years of management experience.

This position is filled by [Name Redacted]. His complete resume and biography can be found at the end of this Staffing Plan.

---

### Position Title: Chief Administration Officer (1 Full-Time Position)  
**Reports To:** Chief Executive Officer

The Chief Administration Officer (CAO) is responsible for managing the overall daily office operations of the Company, including office management, technology, human resources, contracts and management of the Company’s staff.

The CAO will help to improve processes and policies, manage administrative staff, and lead long term organizational planning. In addition, the CAO will help the senior management team on the development and implementation of initiatives that support the department’s goals, supervises the ongoing development and implementation of employee diversity and inclusiveness.
Chief Administration Officer Qualifications

The hiring criteria for this position are as follows:

1) Master’s degree in business or related field highly preferred;
2) Must have at least 5 years proven management skills;
3) Excellent written and verbal communication and presentation skills;
4) Ability to use considerable judgment, initiative and independence.

This position is filled by [name]. Her complete resume and biography can be found at the end of this Staffing Plan.

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

1. [name], PD, FASCP is the founder CEO and President of PA Options for Wellness. [name] has been working for over two years to develop a company that will become a premier medical cannabis service model that becomes the leader in the medical cannabis industry by adapting and enhancing best practices. The mission of PA Options for Wellness is to be a preferred provider of medical cannabis to those qualified and approved patients by providing the highest quality of product with the greatest service in a dignified and professional manner. He has recruited and is developing an excellent, experienced and very successful team that will fulfill this mission and build an extremely successful company.

[name] was the founder of Continuing Care Rx (CCRx), a provider of Long-Term Care pharmaceutical services, where he served as Chief Executive Officer and President. Since founding CCRx in 1996, he has had primary responsibility for developing and managing the company’s vision & strategic plan, along with many quality, safety and technology initiatives. Starting with his first client of 1 facility serving 178 residents in February 1997 CCRx has grown to become the third largest LTC Pharmacy in the United States, serving over 300 clients caring for over 43,000 long term care residents and 11,000 correctional lives with revenue in excess of $175 Million by 2010. CCRx employed 589 employees and was lead by a great senior management team developed and recruited by [name] The company has grown organically as well as through five acquisitions, three de novo startups that were profitable within 6 months. [name] was instrumental in building a team and a company that attracted the sale of the company for eleven times EBITDA August 31, 2010. He was retained with Omnicare the acquirer as Vice President National Group Operations and served in that capacity in addition to CEO and President of CCRx until December 17, 2013.
Prior to CCRx, [redacted] served as Chief Operating Officer and Executive Vice President of Managed Care Rx, a national specialty care pharmaceutical provider for assisted living facilities, nursing homes and prisons, where he worked with employers, unions, HMOs and third party administrators to improve the quality and reduce the cost of pharmacy services.

Prior to Managed Care Rx, [redacted] spent 10 years with White Shield Pharmacies, Inc. as Executive Vice President of Operations and Chief Operating Officer where he was responsible for the operations of 16 pharmacies serving both retail and long term care. When he joined White Shield Pharmacies it was to accomplish a turn-around of 7 struggling retail pharmacies. During his ten years a very successful turn-around was accomplished, and he grew White Shield to 16 profitable and very successful pharmacies that were successfully sold to a national chain. Prior to White Shield Pharmacies, Tom spent 10 years at Rite Aid Corporation in operations, and as Assistant Vice President and Director of Pharmacy Systems where he was responsible for the development and automation of Rite Aid’s entire pharmacy network taking them from typewriter to computer that paid for itself within twelve months. Prior to that position, he was a District Manager with management responsibility overseeing 42 Rite Aid pharmacies.

[redacted] has received several awards including Winner of the 2007 Ernst & Young Entrepreneur of the Year Award, and was also selected as a finalist for the 2003 and 2004 Ernst & Young Entrepreneur of the Year Award; as well as 2003 Businessman of the Year from the Business Advisory Council. Continuing Care Rx, has consistently been ranked among the top 15 of the 50 Fastest Growing Companies in Central Pennsylvania – annually from 2003 through 2009 in which CCRx reached the ranking of 2nd fastest growing. CCRx was also selected as a finalist in Central Pennsylvania’s Business of the Year in 2004 and 2007. [redacted] was awarded Fellow of the American Society of Consultant Pharmacists as well as the Hixon Fellow of Kiwanis International. He received a BS degree in Pharmacy from the Philadelphia College of Pharmacy and Science, Registered Pharmacist in Pennsylvania, Maryland, and Delaware, Doctor of Pharmacy designation from Maryland, and his Long-Term Care Administrator’s Certificate from York College.

2. [redacted] has been involved over the past year helping to develop PA Options for Wellness to become the premier medical cannabis provider in PA if not the country. [redacted] pharmacy experience through the years has demonstrated the necessary expertise, leadership, motivation, and training necessary to carry out this mission.

During his career, [redacted] has owned, expanded, improved, managed, and sold 3 independent retail and 2 start-up compounding pharmacies. John then took a Vice President position with Continuing Care Rx, a leading long term care pharmacy. Supervising the Prior Authorization Department, initiating and overseeing the formation of the Pharmacy Exception Desk to resolve rejected prescription claims [redacted] added a significant contribution to the bottom line due to his understanding of claims processing procedures. [redacted] use of innovative and out of the box solutions to settle prior authorizations facilitated the resolution of these issues between the facility, physician, and pharmacy. [redacted] also introduced, initiated, and maintained a compounded prescription lab into Continuing Care Rx’s Newport, PA pharmacy to
**Pennsylvania Department of Health**  
**Medical Marijuana Dispensary Permit Application**

<table>
<thead>
<tr>
<th>Insure that patient needs were met. Continuing Care Rx eventually was sold to Omnicare and he was retained and transferred to the Newport, PA pharmacy as Pharmacist-in-Charge. The pharmacy dispensed 6,000 Rx's daily and employed approximately 100 professional and non-professional staff members.</th>
</tr>
</thead>
<tbody>
<tr>
<td>** has held many pharmacy industry related positions that included being a consultant to the PA Dept. of Public Welfare, consultant to the PA PACE prescription program, and an active member of the Value Drug Company co-op in Altoona, PA. ** is currently licensed as a registered pharmacist in Pennsylvania and Texas.</td>
</tr>
</tbody>
</table>

| 3.  
** holds multiple designations in the world of insurance and accounting. His 35 + years experience with traditional insurance coverages, alternative risk funding and the surety industry provides students with invaluable knowledge with his prior experiences and his real life examples of insurance, business & commerce. |
|---|
| ** has prior presenting experience as a past president of National Association of Surety Bond Producers (NASBP), and for many years as an instructor for the NASBP Surety School Level II presenting the section dealing with construction accounting, the AICPA - Audit and Accounting Guide for Contractors, tax issues for contractors with connection to surety underwriting.  
** is a co-author of book on Joint Venture Issues for Contractors prepared for the Associated General Contractors of America or AGC. |

| ** was part of the original team to assemble the curriculum and is an author of some text material for the designation Associate in Fidelity and Surety Bonding (AFSB) sponsored by The Institutes.  
** taught introductory accounting as graduate assistant at Lehigh University and after earning his CPA designation he taught Advanced Accounting for Elizabethtown College.  
** passed the CPA in the Commonwealth of Pennsylvania in 1973 while working for Haskins and Sells which is now known as Deloitte LLP.  
** had experience working in Edinburgh, Scotland with the Bank of Scotland Computer Services, Limited.  
** experience as an insurance producer gave him the opportunity work with multiple alternative risk funding strategies ranging from group captive insurance companies, to single parent captives also known as 831(b) captive insurance companies. ** has experience with measurement of risk with the feasibility studies, formation and operation of captive insurance companies.  
** has been an insurance producer, surety specialist and an insurance agency owner. His public accounting and insurance agency experience provide unique perspectives to his present work in the field of education. He spends extensive time as a consultant and developing educational information with immediate and practical value to working insurance professionals. |
4. [Name] is a board certified general internist with over twenty years of clinical experience. As the former physician general of the Commonwealth of Pennsylvania, she instituted a medical research study for children with intractable seizure disorders utilizing cannabidiol. The Pennsylvania State Opioid Prescribing Guidelines for Chronic Non-Cancer Pain were developed under her direction.

[Name] continues to raise awareness and develop interventions for the prescription opioid and heroin crisis in Pennsylvania as an active member of the Opioid Task Force for Cumberland and Perry Counties. She also participates in a variety of public speaking engagements and awareness campaigns throughout the state regarding prescription drug and heroin abuse.

Presently, she works for the Geisinger Health System as the Medical Director for Geisinger Holy Spirit Medical Group developing innovative improvements in the patient centered medical home model, health care policy development and physician patient communication to improve healthcare literacy and disparities.

She volunteers regularly at the Saint Patrick's Cathedral soup kitchen in downtown Harrisburg, PA. She is a strong advocate for improvements in health literacy, healthcare disparities, healthy behaviors, and disease prevention.

5. [Name] is the Chief Compliance Officer for PA Options for Wellness. Before accepting this position, [Name] completed a graduate program in Talmudic law & ethics to further refine and instill indelible senses of honesty and integrity. This program served as an excellent introduction to over 3,600 years of legal and pragmatic insight, much of which served as the foundation for our current system of legal jurisprudence.

Following law school, [Name] became the founder and principal of Keystone Cannabis Law, a division of the Law Office of Steven T. Auerbach, in Narberth, Pennsylvania. [Name] is in the general practice of law with a strong emphasis on medical marijuana compliance and litigation.

[Name] has also served as the executive director of the Cannabis Growers Association of Pennsylvania and Philadelphia chapter president of the Pennsylvania Medical Cannabis Society. In this capacity, [Name] has assisted multiple State Senators and Representatives in the shaping of their drug-reform policies and has submitted proposed amendments, additions, and guidance to Senate Bill 3 (now “Act 16 of 2016”).

6. Raised in Virginia, [Name] always had a knack for engineering. He attended Virginia Polytech Institute and State University in 2000 and graduated B.S. in Computer Engineering. Computers being one of his main passions, [Name] went on to Telecommunications Inc., where he remains today as a Senior Wireless Applications Engineer.
was the site administrator for venusplusx.org which is a LGBT activism website.

He also coaches youth Little League baseball and YMCA youth basketball team and does volunteer teaching afterschool Robotics classes for elementary school students.

7. a native of Union, New Jersey, graduated from the U.S. Naval Academy in 1977 with a bachelor’s degree in international security affairs, and from the U.S. Naval War College in 1996 with a master’s degree in national security and strategic studies. He served for 24 years in a variety of challenging assignments in the U.S. Navy, retiring as a Captain in 2001; was director of emergency management services in a private sector consulting firm for 6 years; and was a Lecturer of Homeland Security in Penn State’s Intercollege Master of Professional Studies in Homeland Security for 6 years, and also the Program Coordinator for the Homeland Security Undergraduate Minor. is now the Chief Security Officer (CSO) for PA Options for Wellness, Inc., a medical marijuana company in south-central Pennsylvania.

As the CSO for PA Options for Wellness, leads of all of the company’s security functions, to include responsibility for the overall corporate security strategy and security architecture; covers all utilized security technologies, perimeter defenses, physical and logical access control, and management of all employees, contractors, and visitors. He is responsible for developing and implementing dynamic, flexible security initiatives and standards that will improve the company’s overall security posture in a rapidly evolving medical marijuana business environment.

education and training experience has spanned over three decades, across a wide spectrum of student ages, academic achievement levels, and academic/training environments, including the undergraduate and graduate levels, professional development, and community/civic volunteer training. From curriculum and program development and lecturing, to aircraft and flight simulator training, has educated and trained students, professionals, elected and appointed public officials, military personnel, senior Department of Defense civilian personnel, international students, and community volunteers. As a Lecturer of Homeland Security, he participated directly in launching Penn State’s Intercollege Master of Professional Studies in Homeland Security Program, as well as in designing, developing, and then teaching graduate-level courses in that program. The program has grown to over 1000 students. As an instructor at the U.S. Army War College, he taught more than 250 senior U.S. military officers, senior international fellows, and senior Department of Defense civilians in a graduate-level seminar environment and made significant contributions to the curricular development of several courses. In 1998, he was awarded the Admiral William F. Halsey Chair in Maritime Studies.

As an educator, is very proud of his service to Penn State University and other organizations. He served on the university’s Military Appreciation Committee for 3 years; designed a tabletop exercise for students that supported the Intelligence Community Centers for Academic Excellence Grant; served on numerous faculty search committees and the athletics committee of the faculty senate; served on a college ad hoc committee to develop a Center for...
Homeland Security Policy and Leadership Studies; initiated, designed, and coordinated a newsletter for the university’s homeland security graduate program; and has made a number of presentations on academic panels, emergency management presentations to graduate counseling students that directly support their curriculum, and career day discussions at local middle schools.

also served as director of emergency management services for an $8 million/year private-sector consulting firm where he initiated, developed, led, and sustained a profitable brand new line of business with an annual budget exceeding $600,000 and directed a team of a dozen professionals.

is extremely proud of his Navy career where he served as:

*Chief of Staff for the Navy’s Antiterrorism and Force Protection Task Force established by the Secretary of the Navy and Chief of Naval Operations in the wake of the attack on the USS COLE in the Yemeni port of Aden on October 12, 2000. led an 85-person team charged with restructuring the Navy’s approach to antiterrorism. This Task Force challenged every assumption and implemented first-ever actions that established a visionary, model antiterrorism program for the U.S. Navy.

*Special Assistant to the Chief of Naval Operations for Joint Chiefs Staff Matters (“Navy Planner”) responsible for the coordination and development of the Navy’s position on wide-ranging policy and program issues deliberated by the Joint Chiefs.

*Commanding Officer of a Navy Maritime Patrol Squadron (P-3C Orion aircraft). Directly responsible for the professional performance, professional development and training, career management, and safety of over 350 skilled and diverse personnel. The squadron completed an award-winning deployment to the Mediterranean theater, exceeding all established goals and was recognized by the Chief of Naval Operations with two consecutive Aviation Safety Awards and a Navy Unit Commendation for operational excellence.

*Senior Exercise Planner for the Chairman of the Joint Chiefs of Staff, where he developed, coordinated, executed, and evaluated comprehensive exercises involving multi-national military services, Department of Defense agencies, and numerous other federal departments and organizations. This assignment required significant and consistent interagency planning, collaboration, coordination, communication, and networking.

is the Founder & Managing Principal of SWC Management Consulting and brings almost 25 years of experience transforming organizations through change management, organization development and human capital strategy and diversity & inclusion. She expertly applies those principles to the world of organization transformation and M&A integration by working with clients to look beyond the financials when planning a transaction. Her firm works on both the buy side and sell side to assess cultural, behavioral, structural and process fit to help clients mitigate against the 80% fail rate of most M&A transactions. Prior to founding SWC, worked in corporate executive level positions as well as global consulting.
Examples of significant engagements has led include:

*Designing an OD process focused on improving & enhancing capabilities within organizations to meet strategic & tactical goals. That focus was directed at the performance of individuals, groups and teams with the intent to align workforce strategies to business needs.

*Managing the people side of financial transactions by identifying the key cultural risks present in any integration. Determined the compatibility of operating styles and identified the “culture wild cards” that could interfere with post-merger success. Post-merger integration techniques helped ensure a successful blending of two or more entities by addressing cultural differences, role redundancies and leadership gaps.

*Designing a brand new HR function including acquisition, performance management, compensation, benefits, succession and administration. Ensured leadership & stakeholder engagement. Designed structure for new HR organization including people placement, role descriptions and job designs.

holds a BS in Political Science, English and Psychology from The University of Pittsburgh and an MS in Management focused on Human Resources and Strategy from Carnegie Mellon University. She gained global consulting experience with Mercer and Accenture before founding SWC in 2000.

has been recognized by the Philadelphia Tribune and the American Arthritis Foundation as a “Woman on the Move”, was given the Leadership Award by the MS Society and was of Philadelphia’s Top 40 Business People Under 40 according to the Philadelphia Business Journal.

also serves on many boards, most recently the Board of Directors for Chamber of Commerce for Greater Philadelphia.

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. Each principal and employee is obligated to meet the two hour training requirement under the Act and Regulations as part of their employment with PA Options for Wellness

2. Employees will be notified of the mandatory training and must complete the training within 90 days after commencing employment.

3. Principals must complete mandatory training prior to commencing initial operations or prior to joining the organization.
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

4. Failure to complete the mandatory training will result in disciplinary action, including, but not limited to termination of employment.

5. For the first offense, a verbal warning, and a notation shall be made in the employee’s file.

6. If the employee fails to complete the required training within 30 days of the first warning, employment will be terminated.

7. Principals who fail to meet the required training will not receive their share of the distribution until the requirement has been met.

8. Applicant will continuously update the training to keep up with changes in available material.

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

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<th>D. Licensed Medical Professionals at Facility</th>
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<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>
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<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>
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<td>Any physician, pharmacist, physician assistant or certified registered nurse practitioner employed by a dispensary will, prior to assuming any duties at the dispensary facility, successfully complete a four-hour training course developed by the Department.</td>
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Please provide an explanation of any responses above that were answered as a “No” and how you will meet these requirements by the time the department determines you to be operational under the Act and regulations:

N/A
Section 10 – Security and Surveillance

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

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

**A. Transportation**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td><img src="images/yes.png" alt="Yes button" /></td>
<td><img src="images/no.png" alt="No button" /></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

B. Transport Manifest

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

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

- 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.
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- The date and approximate time of departure. ☒ ☐
- The date and approximate time of arrival. ☒ ☐
- The transport vehicle’s make, model, and license plate number. ☒ ☐
- The identification number of each member of the delivery team accompanying the transport. ☒ ☐
- When a delivery team delivers medical marijuana to multiple medical marijuana organizations, the transport manifest must correctly reflect the specific medical marijuana in transit; each recipient will also provide the dispensary with a printed receipt for the medical marijuana received. ☒ ☐
- All medical marijuana being transported must be packaged in shipping containers and labeled in accordance with §§ 1151.34 and 1161.28 (relating to packaging and labeling of medical marijuana; and labels and safety inserts). ☒ ☐
- Separate copies of the transport manifest will be provided to each recipient receiving the medical marijuana product described in the transport manifest. To maintain confidentiality, a dispensary may prepare separate manifests for each recipient. ☒ ☐
- The applicant acknowledges that, upon request, a copy of the printed transport manifest, and any printed receipts for medical marijuana being transported, will be provided to the Department or its authorized agents, law enforcement, or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties. ☒ ☐

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

N/A

C. Please describe your plan regarding the transportation of medical marijuana and medical marijuana products. For example, explain whether you plan to maintain your own transportation operation as part of the facility operation, or whether you will use a third-party contractor. If you choose to use your own transportation operation, please provide the number and type of vehicles that will be used to transport medical marijuana and medical marijuana products, the training that will be provided to employees that will transport medical marijuana and medical marijuana products, and
ANY ADDITIONAL MEASURES YOU WILL TAKE TO PREVENT DIVERISION DURING TRANSPORT. IF YOU WILL BE USING A THIRD-PARTY CONTRACTOR FOR TRANSPORTING MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, PLEASE EXPLAIN THE STEPS YOU WILL TAKE TO GUARANTEE THE THIRD-PARTY CONTRACTOR WILL BE COMPLIANT WITH THE TRANSPORTATION REQUIREMENTS UNDER THE ACT AND REGULATIONS:
Section 12 – Storage of Medical Marijuana

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

N/A

B. Please describe your plans regarding the storage of medical marijuana and medical marijuana products within your facility:
Section 13 – Labeling of Medical Marijuana Products

<table>
<thead>
<tr>
<th>A. Labeling Requirements</th>
<th>Yes</th>
<th>No</th>
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<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>
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<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
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<td>• Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.</td>
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<td>• Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.</td>
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<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>
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<td>• Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.</td>
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PLEASE PROVIDE AN EXPLANATION OF ANY RESPONSES ABOVE THAT WERE ANSWERED AS A “NO” AND HOW YOU WILL MEET THESE REQUIREMENTS BY THE TIME THE DEPARTMENT DETERMINES YOU TO BE OPERATIONAL UNDER THE ACT AND REGULATIONS:

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

DOH REDACTED
DOH REDACTED
### Section 14 – Inventory Management

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

caregiver, the disposal of medical marijuana waste and the recall of defective medical marijuana.

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<th>B. Inventory Management</th>
<th>Yes</th>
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<td>By checking “Yes” to any statement, you affirm that each dispensary will maintain the following inventory data in its electronic tracking system:</td>
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<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
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<tr>
<td>• Medical marijuana received from a grower/processor.</td>
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<td>• Medical marijuana dispensed to a patient or caregiver.</td>
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<td>• Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or awaiting disposal.</td>
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<td>• Inventory controls and procedures will be established for the conducting of monthly inventory reviews and annual comprehensive inventories of medical marijuana at the facility.</td>
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<td>• The written or electronic record will include the date of the inventory, a summary of the inventory findings, and the employee identification numbers and titles or positions of the individuals who conducted the inventory.</td>
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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:

DOH REDACTED
Section 15 – Diversion Prevention

A. PLEASE PROVIDE A SUMMARY OF THE PROCEDURES THAT YOU WILL IMPLEMENT AT EACH PROPOSED FACILITY FOR THE PREVENTION OF THE UNLAWFUL DIVERSION OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, ALONG WITH THE PROCESS THAT WILL BE FOLLOWED WHEN EVIDENCE OF THEFT/DIVERSION IS IDENTIFIED:

DOH REDACTED
Pennsylvania Department of Health
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DOH REDACTED
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.

The Company will implement a sanitation and safety plan that adheres to all state and federal laws that pertain to cleanliness, contamination, safe handling of chemicals and solvents and personal protection equipment. For all solvents and chemicals maintained on the premises, a Chemical Hygiene Plan (CHP) will be developed describing all appropriate procedures and risks, as well as documenting appropriate Personal Protection Equipment (PPE) for specific activities. As part of the CHP, a chemical inventory list will be maintained documenting chemicals and reagents on the premises, including Material Safety Data Sheets (MSDS) for all chemicals, which will be accessible to all personnel. All chemicals will be stored in proper manner.
Medical Marijuana Handler Restrictions
As per SOP SAFE HANDLING OF MEDICAL CANNABIS and documented in training records, employees will be trained and required to follow HACCP guidelines for safe handling and cleaning. All cannabis processing and infused product production will operate under GMP with defined black, gray and white zones. Procedures will be implemented to ensure routine cleaning and disinfection of all equipment and environments. Analytical testing will be used routinely to assess the production environment, with sampling and testing of production equipment and surfaces for microbiological contamination.

All personnel will be required to change out of street clothes, and wear clean protective pocket less uniform, gloves and hair coverings while in any grey or white zones. Routine sanitizing and cleaning will take place including routine microbiological testing. All processing equipment will be cleaned and have routine maintenance. All work surfaces will be routinely sanitized with food safe cleaners.

All cannabis product will be stored in appropriate clean containers and stock will be rotated on a first in first out basis to ensure oldest product is processed first. Where appropriate, refrigeration will be used to prevent spoilage of any materials used in processing of cannabis infused products.

Employees must report any illness, condition or symptoms that may impact sterility and safety of the production environment. If an agent shows up to work and appears to be sick or present any condition that may impact their job responsibilities including health and attention to detail, they will be sent home and not allow to work for that day. Employees that are out sick for more than 3 days or with certain contagious conditions, will be required to provide a doctor’s note in order to return to work.

All employees are trained to inspect any cannabis product that is going to be dispensed to a patient. All labels must be checked for receive date to ensure that the product is not outdated. An inspection of the material must also be conducted to see if the material is damaged,
deteriorated, mislabeled or adulterated and meets processing standards for quality. If in doubt, test samples may be necessary to verify the quality and content of the product before it’s brought into production. Any product that fails will be segregated and marked as waste. The waste material will be aggregated with all facility green waste and disposed of according to State of Pennsylvania disposal requirements.

Where packages are accidentally or improperly opened and cannot be resealed leading to spoilage, the product will be quarantined for proper disposal. Where there is no spoilage, or unlikely to be, the accidental or improperly opened package will be verified by a supervisor and resealed and placed back into stock. If possible, the opened package may be put into the current production run. If it cannot be utilized or resealed, it will be quarantined for disposal or if appropriate, utilized in a production run. Where spoilage occurs, the product will be quarantined and stored for proper disposal.

Company facility will control the environment and the access by authorized personnel only. No unaccompanied visitors will be allowed into sensitive areas unless they have undergone the sanitization process.

Environmental conditions will be monitored and controlled to reduce the introduction of contaminants, including complete changing from street clothes, air showering, putting on clean work clothing, and passing through an air shower upon entry to the controlled environment. Procedures will be implemented to ensure routine cleaning and disinfection of all equipment and environments. All equipment that comes in contact with cannabis will be cleaned and properly sanitized, in timely intervals during the day and at the end of each production run. Major pieces of equipment will have additional routine periodic maintenance cleaning and be recorded in their maintenance logs. All employees will be trained in specific equipment cleaning procedures and a log will be maintained of all training and certifications on proper sanitation. Proper food safe cleaners only will be used on equipment and surfaces that come in contact with cannabis or other ingredients. A cleaning log will be maintained.
Upon the discovery of any failed internal or external test, the equipment will be quarantined until it can be sanitized. A documented cleaning process will be undertaken on all equipment that is found to be the source of contamination. After satisfactorily sanitizing, the equipment may be placed back into production. If the equipment cannot be sanitized it will be removed from production and new equipment will be put into the production line.

**Pest Control**

General pest surveillance will be utilized on a daily basis by employees. Employees will scout for pests, looking for visual symptoms of pests and inspecting for verifiable signs of pest.

Employees must keep in mind that not all pests hide in similar places.

Record areas with pest outbreaks by noting the population size, date and time. Keep all detailed records of any biological control, pesticide used or other measures taken in ridding the pests. If populations exceed treatable threshold, removal of the entire plant is advised.

All synthetic pesticides, fungicides, insecticides, herbicides, rodenticides, arachnicides, and miticides are prohibited from use. All pesticide use shall be in accordance with the Pennsylvania Pesticide Control Act of 1973.

All other pesticide applications (organic), as well as storage and disposal methods, will be compliant with the Environmental Protection Agency (EPA), Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), Occupational, Safety and Health Act (OSHA) and the Department of Agriculture on the basis of Federal law and regulations.

The Company will maintain a log of all actions taken to detect pests or pathogens as well as the measures taken for control.

For each application of pesticide, the record must include the following:

- The date of application. For a pesticide requiring a re-entry time, the date of application must include the hour completed.
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- The place of application, including the specific block, section or plants treated.
- The size of the area treated.
- The product name of every pesticide used.
- The United States Environmental Protection Agency product registration number. This requirement is unnecessary for products exempted under section 25 of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C.A. § 136w).
- The total amount of every pesticide used in pounds, ounces, gallons or liters applied to a treated area.
- The dosage or rate of application of every pesticide used.
- If applicable, the names of the individuals involved in making the pesticide and the permit or certification numbers of the individuals making or supervising the application.
- Copies of pesticide labels and Safety Data Sheets for the pesticides used at the facility.

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

All employees must follow proper hand washing protocol. Hand washing equipment will be maintained at all hand washing stations and will be replenished as necessary. Hands may only be washed in hand washing stations. Mandatory hand washing will be required before putting on gloves. All employees must rewash their hand before returning to work.

When washing hands, employees must wash hands thoroughly, including under the fingernails and between fingers, for a period of 30 seconds. If dirt under fingernails is persistent, a nail brush will be available for cleaning purposes. Hands should be properly dried prior to returning to work.
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:**

Record Keeping

The purpose of this plan is to ensure that necessary records and documents of the Company are adequately protected and maintained, and to ensure that records that are no longer needed by the Company, and are of no value, are discarded at the proper time in keeping with 28 Pa. Code 1151. This Plan is also for the purpose of aiding employees of the Company in understanding their obligations and responsibilities in the retention of electronic documents—which include, but are not limited to, e-mail, web files, text files, PDF documents, and all Microsoft Office (i.e. Excel, PowerPoint, Word) files and any other data files. Records are evidence of what an organization does, ---they capture business activities, transactions, correspondence, and personnel facts and figures, among other information. The Company will keep diligent and detailed records regarding Company personnel, inventory, disposal, quality assurance, tracking, transfer, business records and regular audits.

All records will be kept in a secure location that select individuals will have access to in either electronic or paper format. The Company will utilize a data recorder system that will allow for extensive data collection capabilities. The data recorder system functions as a complete user-configurable recorder that can be used for collecting, displaying, and analyzing real-time and historical data in graphical, tabular, and summary formats. All collected data can be viewed online, from any location as well as exported to other applications for further analysis.

If in paper format, the records will remain in a locked cabinet with access to such records by Company employees who have a need to access or create such records in accordance with
their job function. If in electronic format, access to such records will be protected by a password that will be available only to Company employees who have a need to access or create such records in accordance with their job function. All electronic records will be backed up on a server that is maintained off-site. The Company will make its records available for inspection by the State upon request. In the event of the closure of the Company, all records shall be maintained for three years in a form and location acceptable to the State.

**Personnel Records**

The Company will maintain the following personnel records:

1. Job description for each employee and volunteer position and an organizational chart consistent with the job descriptions.
2. Personnel records for each Company employee. The Company shall maintain such records for at least three years after termination of the individual’s affiliation with the Company. Each employee’s personnel records include the following:
   - (a) Full name, address and telephone number of each employee;
   - (b) All materials submitted to the State in connection with the Company’s application for registration of the employee;
   - (c) Documentation of verification of references;
   - (d) The job description or employment (or independent contractor) contract that includes duties, authority, responsibilities, qualifications and supervision;
   - (e) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time and place he or she received said training and the topics discussed, including the name and title of presenters;
   - (f) A copy of the application that the Company submitted to the State on behalf of the prospective employee;
   - (g) Documentation of periodic performance evaluations; and
   - (h) Record of any disciplinary action taken.
3. All FBI and criminal background reports obtained in connection with the registration of each employee.
Inventory and Disposal Records

All medical marijuana facilities shall perform an inventory check on the first business day of each month and shall record the total quantity of each form of marijuana on the premises.

1. The Company shall maintain an inventory control and reporting system that accurately documents the present location, amounts and descriptions of all medical marijuana products throughout the distribution chain until purchase by or distribution to a qualified patient or primary caregiver. The inventory control and reporting system shall comply with the track and trace program required by state and local law. All inventory records are created and maintained for a period of three years;

2. The Company shall have an electronic point of sale system that produces historical transactional data for review by the State manager or designee for compliance and auditing purposes. These records will be created and maintained for a period of three years; and

3. Marijuana or MIPs are disposed of in accordance with the Company’s Waste Disposal Policy and Procedures outlined in this operations manual. The Company will create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal and the persons present during the disposal with their signatures. The Company maintains such records for three years.

In order to maintain thorough records for inventory management, the Company will utilize a process known as ROAR. This tool ensures that historical data is imported, and will then activate a respective batch/lot, barcode, or RFID inventory management methodology respective to the Company’s system. All ROAR scanners are tested for accuracy on a systematic basis. The benefit of utilizing the ROAR tool is that at any time the Company can view an inventory record, track down the exact location to the aisle, shelf, row, bin etc. The Company can also monitor which vendor purchased products. In the event of a possible recall, the Company will be able to identify and recall which batch/lot was specifically sold, and to whom.
In addition to inventory data sets, ROAR provides data fields and attributes for tracking temperature, humidity, ventilation, water supply, lighting, equipment maintenance and other custom attributes the customer would like to track. These attributes can then be reported against to identify important production metrics that may affect the plant, batch or finished goods. If the Company has multiple locations, the data can be segmented on a per location basis and aggregated into a parent instance for ultimate organizational oversight. ROAR provides time-stamped transaction logs and historical data that is never deleted for internal audit capabilities. Data is also backed up to redundant server locations in separate cloud data warehouses in segmented geographical regions to ensure system uptime, security and data recovery. At any moment the Company has the ability to download the data locally.

ROAR has an open Application Program Interface (API) that connects to internal system data points. When inventory (Plants, Clones, Nutrients, Bulk Inventory, Simple Inventory, Finished Goods etc.) is produced, moved, wasted, purchased or sold, ROAR utilizes those data points and automatically formats them into State/county/state specific reporting formats. Via API, ROAR can send all traceability event data directly to the State/county/state selected regulatory system. This can occur in real-time or batched on a particular cycle (example: Daily).

**Quality Assurance Records**

All marijuana and marijuana infused products will be tested by a State approved, third party lab.

The facility will keep and maintain records documenting submission to the approved laboratories as well as the results from the testing for a period of three years.

**Transfer Records (Dispensary to Patient)**

The Company will maintain complete and up-to-date records documenting each transfer of medical marijuana from the medical marijuana dispensing location to qualified patients and primary caregivers including:
1. The amount provided;
2. The form or product category in which the medical marijuana was provided;
3. The date and time provided;
4. The name of the employee making the transfer;
5. The qualified patient or primary caregiver number to whom it was provided; and
6. The amount of any related donation or other monetary transaction.

### Business Records

The Company will maintain manual and/or computerized records of the following:

1. The name, address, and telephone number(s) of the owner, landlord and/or lessee of the location;
2. Up-to-date information for all savings accounts, checking accounts, investment accounts and trusts associated with the operation of the medical marijuana facility;
3. Assets and liabilities, for a period of three years;
4. Monetary transactions, for a period of three years;
5. Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers, for a period of three years;
6. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company for a period of three years;
7. Governing Documents of the Company, as amended, including Articles of Organization, Bylaws, and minutes of meetings of the Company, for as long as the Company is in existence;
8. Complete and up-to-date records regarding the amount of medical marijuana, stored, dispensed or packaged at the medical marijuana facility;
9. All receipts of the medical marijuana facility, including but not limited to all contributions and all expenditures incurred by the medical marijuana facility for the cultivation, manufacture, dispensing, transportation, and delivery of medical marijuana;
10. A copy of the annual audit reports;
11. Proof of completed registration with the State manager in conformance with this chapter; and

Records demonstrating compliance with state and federal rules and regulations regarding reporting and taxation of income received.

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

SECTION 18 – ORGANIZATIONAL STRUCTURE

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<td>□ Non-Profit Organization</td>
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<td>□ Other (explain):</td>
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<table>
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<th>Applicant’s Organization Documents</th>
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<tr>
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<td>Date of Formation:</td>
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<td>Business Name on Formation Documents: PA Options for Wellness Lancaster, LLC</td>
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<table>
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<td>Federal Employer ID number:</td>
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</tr>
<tr>
<td>PA Workers’ Compensation Policy 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.

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:
PA Options for Wellness was founded by [redacted], in 2014 with the goal of creating a premier medical cannabis service model, and becoming a leader in Pennsylvania’s emerging medical cannabis industry. Headquartered in Harrisburg, PA Options for Wellness’s mission is to become the preferred Pennsylvania provider of medical cannabis to qualified, approved patients through high quality products, and dignified, professional service. [redacted] has recruited and developed an experienced team of successful professionals who together will fulfill this mission and deliver sustainable value to all stakeholders.

[redacted] brings unparalleled experience to the medical cannabis industry and is uniquely qualified to successfully lead an organization dedicated to changing patient’s lives through alternative forms of medicine. In addition to being a proven leader in the healthcare industry, [redacted] is also a preeminent business person and entrepreneur. Prior to founding PA Options for Wellness, [redacted] operated Continuing Care Rx (CCRx), a provider of Long-Term Care (LTC) pharmaceutical services, in 1996. As CEO, [redacted] held primary responsibility for developing and managing the company’s vision and strategic plan, while introducing numerous quality, safety, and technology initiatives. Starting with his first client of 1 facility serving 178 residents in February 1997, CCRx grew to become the third largest LTC Pharmacy in the United States, serving over 300 clients and 43,000 long term care residents, including 11,000 correctional inmates with revenue in excess of $175 million by 2010. CCRx employed 589 employees and was led by an exceptional senior management team developed and recruited by [redacted]. The company grew organically as well as through five acquisitions and three de novo startups that were profitable within 6 months. [redacted] was instrumental in negotiating the sale of the company for 11 times EBITDA in 2010. [redacted] was retained by Omnicare, the acquiring firm, as Vice President of National Group Operations and served in that capacity, as well as CEO and President of CCRx, until December 17, 2013.

In addition to leading CCRx, [redacted] has served as Chief Operating Officer and Executive Vice President of Managed Care Rx, a national specialty care pharmaceutical provider for assisted living facilities, nursing homes, and prisons, where he worked with employers, unions, HMOs, and third party administrators to improve the quality and reduce the cost of pharmacy services. Prior to Managed Care Rx, [redacted] spent 10 years with White Shield Pharmacies, Inc. as Executive Vice President of Operations and Chief Operating Officer, where he was responsible for the operations of 16 pharmacies serving retail and long term care populations.

[redacted] has developed a reputation for both business excellence and his ability to attract and retain the very best talent. His business philosophy is to treat team members with dignity and
respect and give them more than they expect and then, they will in turn do the same for others, including patients and caregivers. He is often heard discussing the true value of diversity, inclusion, and his desire to benefit the communities he and his organization serve. His life and business values are best depicted in his personal vision for the growth of PA Options for Wellness. He says, “I see PA Options for Wellness greatly improving the lives of our patients and their health outcomes as PAOFW moves forward developing best practices and quality improvements that add value for our patients, our entities, our industry, our state, and our nation! PAOFW is looking forward to creating a best model for medical Cannabis in PA and the United States.”

has held numerous industry-related positions, including President of the Pennsylvania Senior Care Pharmacy Alliance (SCPA), as well as serving on SCPA’s National Board of Directors. He has held the position of Vice President of the Pennsylvania Pharmacists. He was the Chief Operating Officer of PennScript, a struggling PPO. was brought in to execute a turn-around effort in all areas of the operation. After addressing immediate needs and establishing profitability, he grew its client base three-fold and made way for a successful sale to PCS. served as President of Net Rx, a long-term care pharmacy GPO. He was also an active Advisory Board member for Managed Healthcare Associates, a GPO for the long-term care industry. In addition, has always been very involved in many charitable organizations including Kiwanis Club and his Church. has served in several leadership roles as officer and board member including serving as President for Harrisburg East Shore Kiwanis and St. Thomas UCC.

has received several awards including The University of the Sciences Distinguished Advocate for Students Award and the 2007 Ernst & Young Entrepreneur of the Year Award. He was also selected as a finalist for the 2003 and 2004 Ernst & Young Entrepreneur of the Year Award; as well as 2003 Businessman of the Year from the Business Advisory Council. From 2003 through 2009, Continuing Care Rx consistently ranked among the top 15 of the 50 Fastest Growing Companies in Central Pennsylvania. CCRx was also selected as a finalist in Central Pennsylvania’s Business of the Year competition in 2004 and 2007. was awarded Fellow of the American Society of Consultant Pharmacists, as well as the Hixon Fellow of Kiwanis International. He also received the National Multiple Sclerosis Society Leadership Award in 2009. He received his B.Sc. in Pharmacy from the Philadelphia College of Pharmacy and Science, and remains a Registered Pharmacist in Pennsylvania and Delaware, and holds a Doctor of Pharmacy designation in Maryland.

How we will create a demonstrable difference in the medical marijuana industry in Pennsylvania?
1) Education of patients, caregivers, the lay public, pharmacists, and physicians on the safe and effective utilization of medical cannabis in the Commonwealth of Pennsylvania.

2) As Pennsylvania Options for Wellness (PAOFW) is committed to being a preferred provider of medical marijuana to qualified and approved patients, it recognizes the issues of poor healthcare systems, disadvantaged patients, and subsequently, the need for accurate research and education on medical marijuana. Thus, PAOFW will focus its efforts on funding research being conducted at universities to support its vision of improving healthcare and providing further education amongst the medical and educational community. More specifically, PAOFW intends to create a non-profit foundation that will serve three primary areas: (a) education for the medical community and general public; (b) research funding of educational institutions, including the University of the Sciences and Thomas Jefferson University; and (c) funding for individuals unable to afford medical cannabis.

a. PAOFW intends to implement their efforts towards providing education to the medical community and general public through focusing on the following branches of education: physician education, healthcare provider education, staff education, patient education, drug abuse and rehab education, and consumer and public education. Educational programs may include efforts such as, but not limited to: (1) a physician cannabis course,—PAOFW will provide courses required by the Department and applicable laws and regulations for physicians who wish to serve as a medical director for an organization; (2) the institution and creation of a clinical cannabinoid medicine curriculum developed for practicing clinicians in both the research and clinical practice aspects of medical cannabis; and (3) supporting the Perry County Drug Task Force efforts by providing educational materials on the detrimental effects of drug abuse, the positive effects of mentor programs and other community programs to areas within Perry County that are suffering from high rates of drug-related crime and opiate drug abuse.

b. PAOFW intends to reach their mission to fund the research of educational institutions by partnering with Thomas Jefferson University and the University of Sciences. PAOFW will assist Thomas Jefferson University’s Institute of Emerging Health Professions to conduct clinical trials with medical marijuana. Throughout their collaboration with Jefferson University, the Company will develop multifaceted studies to substantiate use, safety, and outcomes as well as greener efficient production of optimal strains to address the needs of their patient base. In addition, PAOFW will fund clinical trials being conducted at the University of Sciences in relation to the effects of medical marijuana on autistic patients. Together, PAOFW and the University of Sciences will formulate comprehensive research to cover
medication adherence, effective drug abuse education programs, outcome management, marijuana dosage forms, optimum dosage, and drug interactions.

c. Additionally, by funding the research of educational institutions, PAOFW intends to promote a health system that meets patient needs and optimally improves quality of life. Further, PAOFW believes that research and development will be instrumental in addressing the needs of patients with PTSD, families of children with Epilepsy as well as individuals with identified and verifiable extreme chronic pain and nausea. One of the ideal outcomes of PAOFW is the creation and publishing of articles in multiple medical, scientific journals and academic publications relative to plant material, The Intellectual Property (IP) created by the collaboration will be assets of a subsidiary corporation of PAOFW with sharing royalties from the jointly created IP with the universities via a “Licensing Agreement”. The funders of such rigorous studies believe that this research will bring a deeper understanding of medical marijuana and will lead others to devise new strategies for providing quality patient care. The medical marijuana outcomes and dosage research will be led by Carrie DeLone, M.D. Carrie DeLone was the Physician General for the Pennsylvania Department of Health for the Commonwealth of PA during the Corbett Administration.

d. Lastly, PAOFW plans to target the issue of poverty and the need for affordable and free health care amongst patients by partnering with nonprofit organizations that have a similar mission and vision to provide services to underserved and disadvantaged patients in need of medical marijuana. In addition, PAOFW will partner with local health centers in need of donations to provide affordable and free services to patients, and also use the partnership as an opportunity to gain insight into the current needs of patients in regards to medical marijuana. This partnership would allow PAOFW to supply research data for patients and could be used to contribute to the improvement of statewide healthcare systems and controls.

3) [Name] is leading our collaborative horticultural-focused research efforts with Penn State Harrisburg. We are currently funding research by Dr. Rudrabhatla that explores new methods to improve the efficacy of certain low-THC, high-CBD strains. This research has the potential to greatly improve the efficacy cannabis and reduce product costs, thus allowing for greater patient access. It also holds the promise of generating commerciality valuable intellectual property (IP), in which PA Options for Wellness will share a stake, creating additional future income streams.

4) [Name], our full time Medical Director, is a key team member. [Name] was the
former Physician General for the Commonwealth of Pennsylvania and a Medical Director for over 100 physicians. [name redacted] will serve as credible medical resource for physicians seeking information and guidance regarding appropriate dosing of marijuana and contraindications with other prescription medication, as well as research updates. She will also lead our Medical Advisory Board and oversee our research collaboration with the various partners.

5) In addition to the seed-to-sale database we will be utilizing a HIPAA compliant therapy and outcomes based software package to better serve our patients and to better assist physicians with dosing and outcome results. We intend to be the source for physicians in Pennsylvania to provide guidance for dosing information for patients by:
   a. Working with University of the Sciences to develop a strategy for designing a formulary of medical cannabis products, a set of practice guidelines for using those products, and then developing a program of study examining the health outcomes of the patients we would be serving.

6) Pharmacist education and knowledge sharing is key. We have learned through extensive discussions with pharmacists from other states with active medical marijuana programs that many times the pharmacist is making a final dosing decision or recommendation for patients. Most Pennsylvania patients and their physicians have limited to no experience with medical marijuana dosing, strains, and efficacy. Therefore, Pennsylvania pharmacists have the option to seek input and learn from our data and knowledge bases for dosing guidance. This knowledge sharing has the potential to increase our wholesale revenues by selling MMJ products to non-owned dispensaries and by processing high quality medical cannabis and the related cannabinoids sold to dispensaries in the Commonwealth of Pennsylvania. The components of the processed oils, terpenes, etc. will be confirmed by having each batch we process tested by an independent analytical lab for quality and multiple conditions above and beyond the Department testing requirements.

7) We intend to become the best of class in operation of medical cannabis dispensaries. Our CEO, [name redacted] and our COO [name redacted] have operated pharmacies for a combined total of 87 years. [name redacted] started from scratch a pharmacy focused on providing pharmacy supplies and prescriptions to the elderly care and long term care market. [name redacted] grew this long-term care pharmacy enterprise from one facility to serving 300-plus long term care facilities in 7 states, from no business to almost $175 million in annual revenues.

8) In order to address our research in both the plant science and the medical research in outcome management, we are also applying for 2 dispensary licenses to better address the needs of the university research in Region 1 (Southeast) and Region 3 (South Central).
9) In addition to collaborating with leading Pennsylvania Universities with medical cannabis research, we intend to seek a Clinical Registrant affiliation with an Academic Clinical Research Center. By receiving both a grower/processor permit and multiple dispensary permits, we will be able capably support research initiatives established in collaboration with Penn State Harrisburg (for plant research), and University of the Sciences (for outcome research and formulary development.)

10) In addition to working with the University of the Sciences, we are also collaborating with the Lambert Center for the Study of Medicinal Cannabis and Hemp at Thomas Jefferson University.

11) Just as in previous businesses it is all about the team that we recruit, train, and motivate focusing on the highest quality of product and service for our patients, caregivers, and their physicians. PA Options for Wellness, Inc. has just that team to take this business to the highest possible level and become a model for the industry. Each executive has been a standout performer in a directly related industry. We have backed up our team with individuals with over 7 years of hands-on medical cannabis experience.

   a. Our Director of Agronomy and Cultivation, [redacted], has over 7 years of experience with Medical Cannabis in Arizona, Massachusetts and Rhode Island. He is also the lead cultivation instructor for the Cannabis Career Institute (CCI). [redacted] will be collaborating his research objectives with our Director to further enhance our efforts to produce the most consistent and reliable medical cannabis plants available.

   b. Our Chief Operations Officer, [redacted], has 44 years of experience in pharmacy, 22 years in compounding pharmacy and has owned, expanded, improved, managed and operated many successful independent retail community pharmacies and compounding pharmacies. This expertise will allow the formulation of medical marijuana products that will best meet patient needs.

   c. Our research collaboration with [redacted], Associate Professor with the Penn State College of Medicine, will allow us to differentiate our products, dosage forms, and results relative to certain medical conditions specifically cancer.
d. We have developed a collaborative relationship with ProVerde Laboratories of Massachusetts to bring expert experience with analytical Cannabis lab testing and research for our internal lab and research at our Grow/Process Facility in Perry County. Co-Founder is a Ph.D. analytical chemist with 25 years of research experience and a 14-year veteran from Waters Corporation. ProVerde has several years of experience in analytical laboratory testing and research for medical cannabis. Currently, ProVerde Labs has hundreds of clients in Massachusetts, Maine, and Rhode Island. They also have expanded into peripheral northeast states like CT, DE, MD, NJ, NY, PA and VT. They have secured ISO 17025:2005 Accreditation and are accredited to perform up to 44 different tests.

e. Our Chief Medical Officer is the previous Physician General for Pennsylvania who set up the research program with CBD oil. She also has experience managing and supporting many physicians within hospital and general practice physician groups. MD has also presented for many Opiate and Heroin Addiction Programs and is part of our Addiction Outreach Programs.

f. PAOFW has added the experience of our Chief Medical Consultant, MD who has over 7 years of experience in Cannabis treatment and research and is in Phase 2 of her research project studying Medical Cannabis therapy in Veterans with PTSD. , a psychiatrist and former clinical assistant professor at The University of Arizona College of Medicine has 20 years of medical experience and is a registered DEA Schedule researcher.

g. Our Director of Operations, , R.Ph., has a B.Sc. in Chemical Engineering and is also a Registered Pharmacist with expert pharmacy experience in drug utilization review, patient consultation, and physician interaction. He has also improved our team by bringing his IBM and Process Development Engineer work experience to enhance our process systems.

h. Our Dispensary Manager, , R.Ph., has boosted our team by bringing his expert pharmacy experience in drug utilization review, patient consultation, and physician interaction. Our dispensaries will be state of the art and a best practice model with his oversight.

12) PA Options for Wellness, Inc. (PAOFW) has executed a memorandum of understanding with
the CEO and lead consultant for CannaKids. PAOFW is excited to partner with to deliver CannaKids’ line of cannabinoid medicines to the patients of Pennsylvania. CannaKids has spent the last 3 years working with top research scientists, doctors and organic chemists to design profiles that help bring patients relief from serious ailments that range in age from 8 months to over 85 years old. With a focus on clinical research, CannaKids will continue to reformulate their medicines to continually improve their efficacy as their clinical studies continue to spur new discoveries.

PA Options for Wellness, Inc. will work hand-in-hand with CannaKids to formulate, package and distribute these products to patients in need. CannaKids will support PA Options for Wellness, Inc. by providing them with proprietary terpene blends, design assets for all branding needs. CannaKids’ team of dosing experts will assist PAOFW in providing patients a dosing plan specific to their medical needs, in-house staff training, marketing support, joint press releases, social media outreach, and any other support needed to ensure each patient is serviced effectively, efficiently, and with the highest caliber of care.

CannaKids is a California based cooperative with a focus on supplying medical cannabis oil to adults and children looking for holistic relief for serious health conditions, specializing in pediatric cancer. Since her infant daughter’s brain tumor diagnosis in June of 2013, has dedicated a huge part of her life to educating herself on the medicinal powers of medical marijuana in treating her own daughter’s disease, as well as all other pediatric and adult cancers, epilepsy, autism and beyond. has worked on a global scale with families who are seeking education, and treatment options for their loved ones, and has guided many patients to unheard of success. CannaKids is now on a trajectory to be one of the world’s leaders for cannabinoid therapies based on scientific research and is in collaboration with some of the top researchers, doctors, and hospitals in the world. With a true passion for clinical research, Tracy has successfully secured a relationship with the Technion Institute in Israel who is leading the way in cannabis research for cancer.

Business Plan
PA Options for Wellness will focus on selective breeding, cultivation, and harvesting of the cannabis plant, processing of cannabinoid and terpene concentrates for the purpose of infusion into medicinal products, dispensing its products and others’ through a network of dispensaries throughout the State of Pennsylvania. PAOFW will partner with The University of the Sciences and will provide advice regarding, among other areas, patient health and safety, medical applications and dispensing, and management of controlled substances. PAOFW’s operations will generate new tax revenues and jobs, and serve as a good corporate citizen wherever it operates, with focus on public safety, community benefits, and addiction prevention efforts

Mission and Vision
PA Options for Wellness’s mission is to become the preferred Pennsylvania provider of medical cannabis to qualified, approved patients through high quality products, and dignified, professional service. Our commitment is to assemble the best team possible utilizing our medical best practices to improve the quality of life of our patients, therefore creating the best possible outcome and results.

Our vision is to create leading medical cannabis organization rooted in constantly improving products, practice, and services. We strive to fundamentally meet the needs of our patients, address their symptoms, improve their quality of life, and help them better perform daily activities.

Physical Space

PA Options for Wellness is already located at [redacted]. We currently have a 5-year lease at this site.

This location serves as our corporate office, and will become the location of one of our dispensaries if we are awarded a dispensary permit. It is well positioned to match the ideal picture of a community dispensary. We have renovated the building to accommodate a secure dispensary location that includes state-of-the-art lab facilities, private patient/pharmacist consultation rooms, a community training facility, and private offices. We will also have a proposed dispensary site in Lancaster.
We have a highly experienced Chief Security and Anti-Diversion Officer who has already developed the policies and procedures necessary to ensure the safety of our customers, employees, and community. He is a Naval Academy graduate and a service disabled veteran with over 30 years of experience and has served as a professor at Penn State University Harrisburg on Homeland Security. Working with [redacted], a service disabled veteran with over 7 years of experience addressing the security needs of the medical cannabis industry. We have engaged [redacted] company, Medical Cannabis Security Services, to provide further experience and support. Additionally, our pharmacists are highly training in medication therapy management, patient consultation and care and in collaborating with physicians for the care of our patients. All of our dispensaries will have a pharmacist onsite at all times and will have the back up support of our full time Chief Medical Officer, [redacted]. Our workforce will be well-trained to operate within the framework of our company’s corporate culture and will meet and exceed the requirements of Act 16.

The Banking Secrecy Act

We understand that a Medical Cannabis company must be in full compliance with the Bank Secrecy Act to obtain a bank account and conduct financial transactions with its customers. The two most important components of the Bank Secrecy Act are to Know Your Customer (KYC) and Known Source of Funds (KSF). The KYC requires the business owner to properly verify their customer’s legal ability to purchase. The KSF requires the business to demonstrate the legal origin of all cash accepted at their store.

In order to fully comply with the Bank Secrecy Act, PAOFW will maintain a database for each patient, including medical and financial data. In addition, the PA Department of Health will...
also maintain a database on all patients. We will be working with ROAR Cannabis software system, The KIND Kiosk Company, or the system approved by the State of Pennsylvania to maintain our database in order to comply with the key requirements of the BSA and to track the inventory from seed to sale.

The functionality we expect to utilize will provide us the ability to:

- Collects all payments safely and securely;
- Provides a check and balance between systems to reduce fraud and shrinkage;
- Prevents the use of counterfeit bills;
- Generates real-time reports on all transactions with sales and taxes owed;
- Adds a layer of anti-money laundering compliance features; and
- Has reporting capabilities that provide the data banks need to comply with financial regulations and rules

Business Structure

Grow-Processing

We plan to apply for a permit as described in Chapter 1151 of Act 16, which combine two activities: the growing and then processing of the cannabis plant material into oils, lotions, creams, gels, solutions, and vaporization products. We will distribute our products to permitted dispensaries throughout the state for retail provisioning to patients.

We are seeking both grow-processing and dispensary licenses in order to maintain consistency of product delivery and better generate sound outcomes research data.

Dispensaries

We plan to apply for multiple permits to operate dispensaries for the retail sale of MMJ to qualified and properly registered individuals. Each dispensary permit will authorize the operation of up to three dispensaries. In addition to the original dispensary locations selected for each region, we will select 2 additional locations based on patient, physician and community needs in order to create a statistically valid outcome management research program working with The University of the Sciences and other universities.

Collaboration with Universities
In preparation to submit a potential Clinical Registrant application, we will develop, in collaboration with Pennsylvania medical schools and academic research centers, a number of multifaceted studies to substantiate use, safety, and outcomes, as well as more sustainable and efficient production of the most optimal strains to address current qualifying conditions. We have begun discussions with several universities to support research programs following receipt of a permit, including:

- University of Sciences, Philadelphia: Academic research activities include studies on different delivery systems for medicinal cannabis and the use of medicinal cannabis to treat various diseases with the right strain in the right dosage form with the right ratio and strength, followed by outcomes management and measurement. Planned research activities include outcome management and enhancing drug addiction education, as well as educating physicians and the public on medicinal cannabis use. Collaborations will include investigating optimal strains and products, determining appropriate forms of administration, and developing effective dosage plans.

- Penn State University Harrisburg and The University of the Sciences: Academic research activities include studies relating to the use of medicinal cannabis, outcome management and enhancing drug addiction education, as well as educating physicians and the public on medicinal cannabis use. Our research includes cultivation of the right products, processing of the proper forms of administration, development of the patient disease plan with proper dosage, therapy, dispensing and outcome research needed and requested so greatly by the medical profession.
  - Plant productivity, genomes and uses;
  - Pain relief and withdrawal comparisons with various strains, ratios, and concentration, as well as opiates and heroin;
  - Oncology - pain, nausea, and tumor activity;
  - Gastroenterology – Crohn’s Disease and Irritable Bowel Disease;
  - Pediatric and Neurology – seizures
  - Endocrinology – diabetes; and
  - PTSD, CTE, concussions, outcomes with various diseases.

- Working in collaboration with Penn State Harrisburg, we expect to gain knowledge that will allow us to optimize our crop yields and minimize crop contaminants, disease and pest infestations. We are exploring existing and innovative ways to improve soil, water and energy conservation.
• The Lambert Center for the Study of Medicinal Cannabis and Hemp at Thomas Jefferson University, Philadelphia: Collaborative activities will include continuing to support The Lambert Center’s efforts to educate physicians, pharmacists, nurses, and the public on appropriate medicinal cannabis use. Tom recently spoke at a Lambert Center-sponsored CE presentation for pharmacists attending the Pennsylvania Pharmacists Association’s mid-year conference.

• University of Sciences, Philadelphia: Academic research activities include studies on different delivery systems for medicinal cannabis and the use of medicinal cannabis to treat various diseases with the right strain in the right dosage form with the right ratio and strength, followed by outcomes management and measurement.

PA Options for Wellness is Well Capitalized

[Name], CEO of PA Options for Wellness, has been preparing to launch and operate this business for over three years. The company has received start-up investment from himself and other private investors. Its current capital base exceeds the minimum levels required to apply for both dispensary and grow-process permits and has already deployed a portion of funds raised to support the formation of a highly qualified team of executives, employees, and contractors. We have already secured leases for dispensaries and land for our grow-process facility, which will be newly constructed.

Financials

Balance Sheet
### Pennsylvania Department of Health
**Medical Marijuana Dispensary Permit Application**

#### Balance Sheet

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<tr>
<td>Laboratory equipment</td>
</tr>
<tr>
<td>Schulgi</td>
</tr>
<tr>
<td>Accumulated depreciation &amp; amortization</td>
</tr>
<tr>
<td>Total property and equipment</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
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<thead>
<tr>
<th>LIABILITIES AND STOCKHOLDERS' EQUITY</th>
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<tbody>
<tr>
<td>Current liabilities:</td>
</tr>
<tr>
<td>Accounts payable</td>
</tr>
<tr>
<td>Income tax payable</td>
</tr>
<tr>
<td>Short term debt</td>
</tr>
<tr>
<td><strong>Total current liabilities</strong></td>
</tr>
<tr>
<td>0% Interest debt - 50% participating</td>
</tr>
<tr>
<td>Stockholders' Equity</td>
</tr>
<tr>
<td>Investment</td>
</tr>
<tr>
<td>Dividends &amp; distributions</td>
</tr>
<tr>
<td>Current year net income (loss)</td>
</tr>
<tr>
<td>Accumulated earnings (deficit)</td>
</tr>
<tr>
<td><strong>Total stockholders' equity</strong></td>
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**Total liabilities and stockholders' equity**

---

**Projections**
### PA Options for Wellness

#### Statement of Operations

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Cost of goods sold</th>
<th>Gross profit</th>
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<table>
<thead>
<tr>
<th>General &amp; administrative expenses</th>
<th>Research funding</th>
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<table>
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<tr>
<th>EBITDA</th>
<th>Depreciation and amortization</th>
<th>Interest</th>
<th>Pre-tax income</th>
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<tbody>
<tr>
<td></td>
<td>Total depreciation, amortization &amp; interest</td>
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<tr>
<th>Provision for income tax</th>
<th>Net income</th>
<th>Statement of Stockholders' Equity</th>
<th>Equity - Beginning of year</th>
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<table>
<thead>
<tr>
<th>Add: Investment</th>
<th>Less: Distributions</th>
<th>Equity - End of year</th>
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### Cash Flows
SECTION 20 – CURRENT OFFICERS

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

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<thead>
<tr>
<th>Name and Residential Address</th>
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<tbody>
<tr>
<td>First Name:</td>
</tr>
<tr>
<td>Occupation: President/CEO</td>
</tr>
<tr>
<td>Also known as: n/a</td>
</tr>
<tr>
<td>Name and Residential Address</td>
</tr>
<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>First Name</td>
</tr>
<tr>
<td>Occupation</td>
</tr>
<tr>
<td>Also known as</td>
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<td>Address Line 1</td>
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<tr>
<td>Address Line 2</td>
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<td>Suffix</td>
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<tr>
<td>Occupation</td>
<td>Chief financial officer</td>
<td>Title in the applicant’s business</td>
<td>Chief Financial Officer</td>
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<tr>
<td>Also known as</td>
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<td>Date of birth</td>
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<tr>
<td>Occupation</td>
<td>Director of Agronomy and Cultivation</td>
<td>Title in the applicant’s business</td>
<td>Director of Agronomy and Cultivation</td>
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</tr>
<tr>
<td>Also known as</td>
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<tr>
<td>Phone</td>
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<td>Email</td>
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</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Address Line 3: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]
Phone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]

Name and Residential Address
First Name: [REDACTED] Middle Name: [REDACTED] Last Name: [REDACTED] Suffix: [REDACTED]
Occupation: Chief Information Officer Title in the applicant’s business: Chief Information Officer
Also known as: n/a Date of birth: [REDACTED]
Address Line 1: [REDACTED] Address Line 2: [REDACTED]
Address Line 3: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]
Phone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]

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

SECTION 21 – OWNERSHIP

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

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

COMPLETE THE APPROPRIATE SECTION(s) BELOW:

A. For C-corporations, S-corporations, LLCs and PLLCs

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<thead>
<tr>
<th>Name and Residential Address</th>
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<td>First Name: [REDACTED] Middle Name: [REDACTED] Last Name: [REDACTED] Suffix: [REDACTED]</td>
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<tr>
<td>Occupation: President/CEO Title in the applicant’s business: President/CEO</td>
</tr>
<tr>
<td>Also known as: n/a Date of birth: [REDACTED]</td>
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<th>Stock type or class:</th>
<th>Number of shares held:</th>
<th>Date Acquired:</th>
<th>Percentage of outstanding voting stock:</th>
<th>Terms, conditions, rights and privileges:</th>
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<tbody>
<tr>
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[Image of Pennsylvania Department of Health logo]
<table>
<thead>
<tr>
<th>Occupation: President</th>
<th>Title in the applicant’s business: Shareholder/Board Member</th>
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<tbody>
<tr>
<td>Also known as: n/a</td>
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<tr>
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<td>Percentage of outstanding voting stock: [redacted]</td>
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<tr>
<td>Terms, conditions, rights and privileges:</td>
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### Name and Residential Address

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<th>Last Name: [redacted]</th>
<th>Suffix: [redacted]</th>
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<tbody>
<tr>
<td>Occupation: Chairman, President and CEO</td>
<td>Title in the applicant’s business: Shareholder/Board Member</td>
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<td>Phone: [redacted]</td>
<td>Fax: [redacted]</td>
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<td>Email: [redacted]</td>
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<tr>
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<tr>
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<td>Terms, conditions, rights and privileges:</td>
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<td>Terms, conditions, rights and privileges:</td>
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### Name and Residential Address

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<th>Last Name: [redacted]</th>
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<th>First Name:</th>
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<th>Suffix:</th>
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**Occupation:** CEO and CFO

**Title in the applicant’s business:** Shareholder

Also known as: n/a

**Address Line 1:**

**Address Line 2:**

**City:**

**State:**

**Zip Code:**

**Phone:**

**Fax:** n/a

**Email:**

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<th>Suffix:</th>
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</thead>
</table>

**Occupation:** VP and Secretary

**Title in the applicant’s business:** Shareholder

Also known as: n/a

**Address Line 1:**

**Address Line 2:**

**City:**

**State:**

**Zip Code:**

**Phone:**

**Fax:**

**Email:**

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**Occupation:** Retired RN

**Title in the applicant’s business:** Shareholder

Also known as: n/a

**Address Line 1:**

**Address Line 2:**

**City:**

**State:**

**Zip Code:**

**Phone:**

**Fax:** n/a

**Email:**

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**Occupation:** Chief Medical Officer

**Title in the applicant’s business:** Chief Medical Officer

Also known as: n/a

**Address Line 1:**

**Address Line 2:**
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

<table>
<thead>
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<th>Address Line 3:</th>
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Occupation: CEO and President  
Title in the applicant’s business: CEO and President

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

<table>
<thead>
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<th>Address Line 1:</th>
<th>City:</th>
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Phone:  
Fax:  
Email:  

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B. FOR PARTNERSHIPS AND LLPs

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

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Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

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If more space is required, please submit additional information on other partners in a separate document titled “Interest of Other Partners (Cont’d.)” in accordance with the attachment file name format requirements and include it with the attachments.

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

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

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**SECTION 22 – CAPITAL REQUIREMENTS**

Provide a summary of your available capital and an estimated spending plan to be used for you to become operational within six months from the date of issuance of the permit:
Part F – Community Impact  
(Scoring Method: 100 Points)

SECTION 23 – COMMUNITY IMPACT

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

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

**Vision**

PA Options for Wellness, Inc., (PAOFW), has made it a top priority to ensure that the communities located in Lancaster County and its surrounding areas benefit from the proposed medical marijuana facility. PAOFW has provided a framework and benchmarks that will help guide and evaluate PAOFW’s efforts to address community needs and impacts. This plan will facilitate reviewing the current initiatives, and setting goals for future efforts. Its scope includes economic impact, research, education, community involvement and outreach, and philanthropy, with an initial focus in the following areas of opportunity and engagement:

- **Providing direct economic impact to Lancaster County**
  - New construction
  - Job creation

- **Providing research support to:**
  - Penn State Harrisburg;
  - Penn State Hershey College of Medicine’s Cancer Research Institute;
  - University of the Sciences; and
  - The Lambert Center for the Study of Medicinal Cannabis and Hemp at Thomas Jefferson University

- **Education for:**
  - The local medical community (physicians, nurses, and pharmacists);
  - patients, family members of patients, company staff, law enforcement, and the general public.

- **Community outreach and engagement:**
  - support to the Minority Association for Pre-Medical Students (MAPS) at Penn State Harrisburg;
  - establish a Community Advisory Board;
  - establish a Medical Advisory Board;
  - support to the Lancaster County Drug Task Force;
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- outreach and coordination with law enforcement other than the Task Force;
  - support to the Lancaster County Veterans’ Court;
- support Veterans’ Court peer-mentor training;
- support to the Spanish American Civic Association (SACA) of Lancaster County (sacapa.org)
- establish Human Relations policies that strongly encourage employees to volunteer in their communities; and
- establish Human Relations and payroll policies that facilitate and enable employees to make automatic payroll deductions to charitable organizations.

- Philanthropy
  - provide support to financially challenged individuals who are in need of such assistance and who have a recommendation(s) from their physician for medical marijuana; and
  - establish a foundation whereby PAOFW will contribute 10% of net profits to the foundation.

Economic Impact
Medical Marijuana Industry Job Creation
Marijuana dispensaries and grow-process facilities are now legal in Pennsylvania and with that this industry is poised to become a strong contributor to job growth in the state. PA Options for Wellness is excited to be a significant driver of this new job growth. Our company will create a number of high paying industry specific jobs like Master Grower and pharmacists with training and a background in consulting with patients regarding the use and expected outcomes of medical marijuana and then dispensing the product. Plus, we will have additional openings for more “traditional” jobs like security personnel and administrative support staff. It is anticipated that PA Options for Wellness’s proposed Medical Marijuana Dispensary will generate the following direct economic impact:

- New jobs at the dispensary, once operational:
  - We anticipate approximately 15-20 jobs, initially (in the first year of operation)
    - That number could grow depending on hours of operation and shifts required to support our patients
  - Jobs include pharmacist (will also serve as the dispensary manager), pharmacy technician, security, transportation, and receptionist.
  - Total salary compensation is approximately

PA Options for Wellness is committed to treating its employees with the dignity and respect they deserve. With that principle at the forefront of our hiring process, we are also committed to paying salaries a margin above the prevailing wage, plus benefits.
Research and Education

Penn State College of Medicine’s Cancer Institute

PAOFW, in partnership with Penn State College of Medicine’s Cancer Institute, proposes to conduct studies that center solely on characterizing and optimizing medical marijuana extracts and the cannabinoid mixtures contained within. The specific aim of this research is to dissect the relationship between cannabinoids and the body, by shedding more light into the potential efficacy of medical marijuana in addressing cancer, pain, irritable bowel disease, MS, epilepsy, Alzheimer’s, as well as pain in animals.

Medical Outcomes and Dosage Research

Carrie DeLone, M.D. will work with PAOFW to lead research studies, focusing on patient outcomes and appropriate dosing strategies. Research on outcomes and dosing will be developed from the PAOFW database which will be an ongoing source of information as the patient population expands. This will look at efficacy of various preparations, doses, delivery methods, and side effects.

PAOFW is also funding research conducted by Sinisa Dovat, M.D., Ph.D., who will serve as the Primary Investigator (PI). Dr. Dovat, a pediatric hematologist-oncologist in Hershey, PA, is affiliated with multiple hospitals in the area, including Penn State Milton S. Hershey Medical Center and University of Wisconsin Hospital and Clinics. He received his medical degree from University of Novi Sad Faculty of Medicine and has been in practice for more than 20 years. He specializes in Pediatric Hematology-Oncology. Dr. Dovat is collaborating with Dhimant Desi, Ph.D. of the Penn State Cancer Institute at the Penn State Milton S. Hershey Medical Center. He is measuring the impact of non-cannabis derived CBDs on isolated leukemia cancer cells with invitro studies. There are multiple forms of leukemia without an effective pharmacological response. If the invitro studies with CBDs show promise, the study will move on to animal studies. If the animal studies show success, the studies may move to human trials.

To further its research initiative, PAOFW will be working with Sairam V. Rudrabhatla, Ph.D., at Penn State Harrisburg, to address the numerous characteristics of cannabis plant material used in our proposed facility, including the filing of patents on various aspects the material and its processing. In addition, Dr. Rudrabhatla will contribute to publishing articles in academic peer reviewed journals relative to plant material. Both PAOFW and Dr. Rudrabhatla seek to involve both undergraduate and graduate students in the process, as permitted by the University.

As a Founding Supporter of The Lambert Center for the Study of Medicinal Cannabis and Hemp at Thomas Jefferson University, PAOFW has already dedicated significant funds to advancing science-based cannabis research, potential clinical outcomes, and enhanced patient experience. We are also working with other universities to conduct multiple research projects with medical marijuana that will address potential solutions for various diseases states, pain management, and related addiction issues. Lastly, PAOFW is working with the University of Sciences, located in Philadelphia. Our preliminary discussions entail PAOFW working with the Philadelphia College of Pharmacy and the Mayes College of
Healthcare Business and Policy to develop a strategy for designing a formulary of medical cannabis products, a set of practice guidelines for using those products, and then developing a program of study examining the health outcomes of the patients PAOFW would be serving.

Medical Outcomes and Community Impact Advisory Board
PAOFW will establish a robust Medical Outcomes and Community Impact Advisory Board. Carrie DeLone, M.D., has committed to serve as its Chair. Other members will include a psychologist; a psychiatrist; representatives of patients, caregivers, and family members; patient advocates; basic science researchers; pharmacists; social workers; and an occupational therapist. The Medical Advisory Board would evaluate research outcomes, PAOFW patient outcomes, patient experience, community impact, social impact on patients and caregivers, and any barriers to treatment.

PAOFW will work with an initial cohort to develop an operating charter for the Board. Its scope of concerns and impact opportunities will include:
- As the opioid epidemic continues to sweep across Pennsylvania, the number of dead and addicted continues to rise.
- Medical cannabis can potentially offer hope on multiple fronts in our communities.
- As an alternative to prescription narcotics for chronic pain, medical cannabis may help the ability to reduce the number of new cases of addiction and decrease the number of overdose deaths.
- CBD extracts have shown promise with recovering addicts and may serve as adjuncts in recovery programs. Hopefully, this will decrease the relapse rate that keeps drug treatment facilities unable to treat all those in need.
- Decrease in drug related crime as use of narcotic painkillers and illegal opioids could decrease.
- Bring jobs and stability to underserved rural communities.
- Improve community infrastructure as businesses grow.
- Decrease medical expenses secondary to HIV and HCV as IV drug use declines.
- PAOFW will offer community education and awareness programs for school-age individuals, adolescents, and adults outlining the dangers of substance abuse.

Community Involvement and Outreach
Lancaster County, PA

The Lancaster County Drug Task Force
The Lancaster County Drug Task Force (Task Force), formed in 1988, is composed of Lancaster County Detectives and municipal police officers assigned by their respective police departments to temporary duty with the Task Force. Municipal officers assigned to the Task Force are sworn in as special county detectives, giving them county-wide jurisdiction.

The primary focus of Task Force activity is on mid to upper level drug dealers in Lancaster County. However, Task Force members do assist local police departments with street level drug dealing when
The Task Force exchanges criminal intelligence information with local, state, and federal law enforcement organizations on a regular basis.

The Task Force also monitors drug trends with respect to type, purity, and price, as well as methods of operation of drug dealers. This information is passed on to chiefs of police for planning purposes. In addition, certain Task Force members are available to speak to schools, civic, and business groups on drug related topics.

The Drug Task Force is primarily funded by a voluntary one dollar per capita contribution from municipalities within Lancaster County. This voluntary contribution is not only recognition of the importance of the task force concept, but it demonstrates that local governmental officials recognize that, realistically, no municipality is immune from the influence of illegal drugs and the crime associated with their use.

PAOFW will support the Task Force and other law enforcement officials in the following ways:

- speak to schools, civic, and business groups on the health risks of illegal drug use/abuse, including the opioid crisis, and other drug related topics;
- provide educational materials on the positive effects of mentor programs that mitigate drug abuse; and
- speak to schools, civic, and business groups on the legal uses and benefits of medical marijuana and the regulations governing the medical marijuana industry in PA.

Lancaster County Veterans’ Court

Lancaster County’s Veterans Court is a treatment court based on proven national research and program models of Drug Courts, as well as successfully implemented Veterans’ Courts in jurisdictions nationwide. This provides the participant an opportunity to pursue appropriate treatment, while productively addressing associated legal problems.

PAOFW believes strongly in supporting Veterans as many of our staff, board members, and investors are Veterans themselves. We would specifically like to support the Lancaster County Veterans’ Court Program, which is designed for veterans involved in the Criminal Justice System.

The Veterans’ Treatment Court is handled on a specialized criminal court docket involving Veterans charged with criminal offense(s), by diverting eligible Veteran-defendants with substance dependency and/or mental illness. The court substitutes a treatment problem solving model for traditional court processing. Veterans are identified through specialized screening and assessments, and voluntarily participate in a judicially supervised treatment plan that a team of court staff, veteran health care professionals, veteran peer mentors, health care, and mental health professionals develop. At regular status hearings treatment plans and other conditions are periodically reviewed for appropriateness, incentives are offered to reward adherence to court conditions, and sanctions for non-adherence are
handed down. Completion of program is defined according to specific criteria. Upon admission to Veterans’ Treatment Court, the court staff and mentors assist the veteran with an array of stabilization and other services, such as emergency financial assistance, mental health/trauma counseling, employment and skills training assistance, temporary housing, advocacy, and other referral services. We would like to support the Lancaster County Veterans’ Court by providing financial and programmatic support to peer-mentor training programs.

Minority Association for Pre-Medical Students at Penn State Harrisburg (MAPS)
The Minority Association of Pre-medical Students (MAPS) represents the undergraduate and post-baccalaureate students of the Student National Medical Association (SNMA). This initiative of the SNMA represents future underrepresented medical students. SNMA and MAPS members are active on all fronts, creating diversity and making strides in all aspects of medicine and patient care. SNMA has a great interest in increasing the number of physicians of color entering the workforce and knows that its pre-medical students will serve a wide variety of communities across the country.

Through community service and dedication to eliminating ethnic health disparities, SNMA and MAPS strive to provide members with a larger sense of being. The organizations stand strong in the light of the many that struggled before them, and are hopeful that they make each step easier for those who come after. SNMA and MAPS students are true leaders in their communities.

Known for its mentorship and pipeline outreach programs, SNMA is dedicated to ensuring that the needs of pre-medical students are met. SNMA is founded upon the great principles of educating and preparing its members to be the best in the healthcare field and that mentality extends to its pre-medical members, i.e. MAPS.

Because the membership and pipeline outreach program is such a high priority for MAPS, PAOFW has agreed to assist the organization by providing a substantial financial contribution. PAOFW will contribute $5000 for this initiative. This will fund the efforts of more than 40 MAPS students who will provide support to high schools in both Dauphin and Lancaster Counties. The Harrisburg School District and the Steelton-Highspire High School have already been identified to participate in the MAPS mentorship program. The MAPS pipeline mentorship program:

- conducts STEM workshops for high school students;
- hosts career and academic majors days;
  - SNMA members, physicians, and pharmacists participate; and
- provides certain text books and school supplies.

PAOFW is also prepared to provide MAPS students with knowledge, skills, and experience that are prerequisites to entering into medical fields. The staff of PAOFW is comprised of very astute medical professionals who are considered experts in their respective fields. This kind of focused expertise would benefit the MAPS participants tremendously.
Spanish American Civic Association (SACA), Lancaster, PA

Today, the Hispanic community represents 40% of the City of Lancaster. Over the last 40+ years, SACA (and its predecessor organization, El Centro Hispano) has been a consistent and stable source for help and support for two generations of Latinos seeking a better life. With an expanding scope of services, connections to the larger human services community, and bilingual services to help ease the transition, SACA has provided a source of pride and comfort to individuals and families when they needed it most.

**SACA services include:**
- education for drug and alcohol prevention;
- drug and alcohol treatment;
- Nuestra Clínica — mental health, HIV/AIDS, substance abuse;
- Nuestra Vida Recovery House;
- community kitchen
  - meals for seniors;
  - lunches for individuals who otherwise would not have a daily meal;
- bilingual information and referral services to help identify community resources;
- SACA Broadcasting;
- employment services to create financial stability;
- bilingual case management services to help navigate the system;
- translation services;
- mental health services; and
- support to the Luis Munoz Martin Senior Citizen Center, an official Lancaster County Office of Aging Senior Center.

SACA is a source of pride in the community and its impact has been felt both in local neighborhoods and the wider City of Lancaster. A notable contribution is its successful accomplishments in neighborhood revitalization, the creation of equity wealth through home ownership, and overall economic development.

Another invaluable community resource is the SACA Broadcasting Corporation. Long recognized for its bilingual public radio broadcasting throughout Lancaster and York counties, SACA Broadcasting has now added TeleCentro, bilingual cable educational cable television, as a classroom in the home for the Latino community.

**SACA Drug and Alcohol Education Services**

SACA prevents drug and alcohol abuse through ongoing classes at schools and churches for school children and their families. Building self-esteem, resolving conflicts, managing anger, and building social and coping skills have pointed kids in the right direction.
One of SACA’s key programs is LifeSkills Training. LifeSkills Training is a school-based program that aims to prevent violence, alcohol, tobacco, and illegal drug use and by targeting the major social and psychological factors that promote the initiation of substance use and other risky behaviors.

Another SACA initiative is our Strengthening Families Program: for parents and youth 10-14. This is a family skills training intervention designed to enhance school success and reduce youth illegal substance use and aggression among 10-14-year-olds.

Programs are available free of charge thanks to the funding from the Lancaster County Drug and Alcohol Commission.

**Nuestra Vida Recovery House**

Successful recovery from substance abuse requires a network of support around the recovering person because no one can do it alone. Sometimes the network is family and friends, sometimes professionals and others in recovery, but support must always be there.

For those of Hispanic heritage who struggle with language difficulties and cultural expectations, SACA’s Nuestra Clinica has been a place for bilingual, culturally competent outpatient substance abuse treatment for nearly two decades. This service was joined by Nuestra Residencial, which opened in 2002 as Pennsylvania’s first Hispanic inpatient treatment facility for men.

Now, Nuestra Vida Recovery House helps sustain the course charted in treatment by providing a stable, sober, and safe place where Latino men can live for six months to a year. At Nuestra Vida there is help to find a job, re-start education, improve English skills or finish a GED. There is support to help repair broken relationships, reconnect with families or children, and continue the spiritual journey of recovery.

Whether it is finding clothes, getting substance abuse or mental health counseling, signing up for a parenting class or trying to navigate the system, Nuestra Vida can help.

Services available to Latino men ages 18 and over include:

- bilingual staff and live-in house manager;
- residents voluntarily admitted with re-entry program participants welcome;
- accommodations for up to seven recovering individuals;
- daily nutritional breakfast;
- continuous peer support and in-house group support; and
- convenient access to daily 12-Step meetings.

**Nuestra Clinica—PA’s first inpatient treatment facility for Latino men**

Nuestra Clinica Residencial is an excellent, state licensed, 26-bed drug and alcohol non-hospital residential facility. The staff speaks Spanish to solve the problems of Latino male clients and their families. Nuestra Clinica’s addiction professionals are experts in substance abuse, family therapy, psychology, psychiatry, and social work.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Nuestra Clinica’s purpose is to provide culturally competent therapeutic services and support to Latino clients and their families. It is Nuestra Clinica’s intention to provide both prevention and intervention services facilitating educational experiences and treatment to the community. Nuestra Clinica coordinates the diverse efforts being conducted in the community to help address the ongoing behavioral health and substance abuse needs of the region. The level of care includes both short and long term rehabilitation.

Available services include:
- professional bilingual services;
- residential drug and alcohol treatment;
- dual diagnosis counseling;
- referrals for vocation and employment development;
- transportation to and from Nuestra Clinica;
- family therapy;
- physical examinations and follow-up evaluations; and
- aftercare planning.

Nuestra Clinica Residencial offers a variety of group options, including:
- individual and group therapy;
- psycho-educational groups;
- 12-Step meetings on-site and outside meetings;
- weekend family programs;
- screening for medical and psychiatric treatment needs and referrals;
- HIV prevention and intervention counseling and testing;
- adult education with long term stays including GED studies,
- English as a second language, and
- computer literacy; and daily recreational time.

PAOFW will support SACA in the following ways:
- an initial cash contribution of $10,000 to SACA’s various drug and alcohol programs;
- our long-term goal is to provide SACA $50,000 per year over a period of 6 years.

Philanthropy—Cash and In-kind Donations
PAOFW believes that by giving back to the community you not only strengthen communities, but also improve the lives of others. Founding members of PAOFW have instituted Endowment Scholarships in the amount of $50,000.00 to the Griffith Leadership Society on behalf of the University of the Sciences (see Attachment A). In furtherance of strengthening the research capabilities in the labs and exposing more students to groundbreaking research opportunities at Penn State Harrisburg, PAOFW has made a one-time gift of $100,000.00 (see Attachment A). Lastly, PAOFW gave a generous donation of $250,000.00 to assist Thomas Jefferson University’s Center for Medical Cannabis Education and Research Center located within the Institute of Emerging Health Professions.

The Mount Nittany Society
As members of the Mount Nittany Society, [隐瞒] and [隐瞒] are helping take the lead in making Penn State an even stronger institution for the twenty-first century. While the benefits of membership
are significant, the greatest reward is the knowledge that our philanthropy is creating opportunities for Penn State’s students and faculty members that may not otherwise be possible. We are proud to be members of the Mount Nittany Society and join those who have reached or exceeded $250,000 in irrevocable commitments.

**The Family Fund for The College of Pharmacy of The University of the Sciences**
The purpose of the Fund is to provide financial assistance to students participating in the Utah Intervention Project, a week-long immersion program on addiction with sections on pharmacy, nursing, medicine, law enforcement, and other topics conducted at the University of Utah in conjunction with APhA, for their travel, meals, and fees.

**The Pennsylvania State University: Endowed Scholarship for Women’s Athletics**
This endowment supports scholarships to The Pennsylvania State University in support women’s athletics programs for soccer, volleyball and basketball and men’s athletics in support of the football program. Both scholarships are partially need-based and partially based on academic and athletic achievement.

**Financial Commitment, Percentage of Pre-Tax Profits for Community Programs**
PAOFW will establish a Foundation and reserve 10% of net profits to go towards advancing the greater community via education, research, financial assistance for low-income patients, and contributions to various local and state charities as follows:

- 2.5% towards education;
- 2.5% towards research;
- 2.5% towards financial assistance for low-income patients (if PA DOH approves); and
- 2.5% towards various charities (i.e. drug rehabilitation centers, various disease specific organizations that focus on autism, HIV/AIDS, cancer, etc., and other local charities in need of financial assistance, e.g., Salvation Army, CannaKids).

**HARVEST**
The USDA-SPECA proposal titled, “Highlighting Agricultural Research Via immersive Experiences for Secondary, post-secondary Teachers and students (HARVEST)” has the potential to ignite a passion for the FANH sciences in teachers and students alike. PAOFW understands how hands-on cutting edge research opportunities in a laboratory and expert teachers can transform the educational experience and forever open the minds and dreams of students. Based on the programs we have seen Penn State Harrisburg implement already, we can fully imagine the impact HARVEST will have on teachers and students in the underserved school districts around Penn State Harrisburg. Often, the students in these districts are curious about science, but are never given the opportunity to explore the possibilities a career in science can offer. Additionally, because their school districts often lack basic resources, programs like those you are describing are not within their reach. The HARVEST program is something this region, the state and the entire country needs. We want you to know that PAOFW will help acquire and provide the necessary fiscal resources to sustain the
program. We have already successfully provided funding to support several local universities and high schools in their STEM outreach initiatives. We recognize the significant strides that The Central Pennsylvania Research and Teaching Laboratory for Biofuels (CPRTLB) has already made in research and outreach and; thus, we have recently provided support to the Center through a $100,000 philanthropic donation to support their initiatives.

Penn State Mont Alto’s STEM Camp 2017
PAOFW is supporting Penn State Mont Alto’s STEM Camp 2017. This is a week-long camp for approximately 40 high school students, most of which are 9th and 10th graders. Penn State Mont Alto is working collaboratively with Penn State Harrisburg’s Central Pennsylvania Research and Teaching Laboratory for Biofuels (CPRTLB). The students will visit Penn State Harrisburg’s Biofuels Lab on July 11th to learn about DNA and other science related activities/experiences including lab practices. The exposure to this extraordinary facility will generate increased interest in the sciences. PAOFW is sponsoring this trip with a direct $600 contribution.

Additional Efforts

Coordination with Senior Elected and Appointed Officials
The PAOFW CEO, COO, and Compliance Officer will coordinate meetings, as necessary, with appropriate elected and appointed officials to discuss targeted benefits, costs, security concerns, and other community issues.

Community Relations Representative
PAOFW will provide the appropriate elected and appointed officials with the name, telephone number, and email address of an on-site company officer, to whom the city can provide notice should there be operating problems associated with the medical marijuana facility. Further, the Compliance Officer or Chief Security Officer will serve as the main point of contact for members of the public who may have concerns regarding the operation of the facility.

Involvement in the Community
To ensure that PAOFW is a good corporate citizen contributing to a healthier and more prosperous community, we will establish a functional emphasis on anti-diversion to non-patients, addiction prevention, and community education in agreement with city and county programs. Our comprehensive approach for providing quality patient care, safe and effective treatment options, community preservation, and corporate integrity distinguishes us within the highly-scrutinized environment surrounding the regulated medical cannabis industry. We will offer educational materials to the public and make it a priority to answer frequently asked questions from the community about cannabis. All materials will be available in both English and Spanish.
Coordination with and establishing close relationship with law enforcement officials
It is the policy of PAOFW that the contents of its integrated security program (ISP), or any portion thereof, not be released to or divulged to any persons outside the company without the expressed written consent of the President/CEO, COO, CFO, or Chief Security Officer. This policy supports the company’s adherence to operations security.

However, it is the PAOFW security team’s plan to coordinate and collaborate, on a regular basis, with the cognizant authorities that include, but are not limited to: Pennsylvania Department of Health (PA DOH); local law enforcement; and the Pennsylvania State Police. Coordination with other agencies will take place at the direction of PA DOH. This coordination, collaboration, and general interaction allows for an exchange of: potential threat information; security measures being used; security vulnerability assessments; contingency plans; potential training and exercise opportunities; and any other information to enhance security of patients, company employees, and facilities.

In partnership with these entities, PAOFW will support programs designed to decrease violent crime, and provide after-school programs to disenfranchised youth who might be subjected to criminal involvement and activity due to the lack of proper intervention, and accessibility of educational services.

In addition, PAOFW will maintain its relationships with law enforcement officials to ensure operations remain compliant with all local and state laws. PAOFW’s ISP, for all its locations, will exceed the security requirements delineated by PA DOH.

Local Jobs: Hiring Priority
Qualified local residents, especially bilingual residents, will be given preference in the employee hiring process for PAOFW’s medical marijuana facilities. In an effort to decrease the unemployment rate in the surrounding communities, PAOFW aims to locally recruit candidates and provide job-training programs to the residents.

Corporate citizens and neighbors
- PAOFW leadership will continually emphasize to employees the importance of being exemplary corporate citizens and neighbors. Employees will be given the opportunity to set-up automatic payroll deductions to charities of their choice.
  - Additionally, to promote teamwork, employees will be encouraged to conduct fund-raisers to support a particular charity to be agreed upon by an employee committee. For example, a blood drive, or Toys-for-Tots during the holiday season.
- PAOFW will encourage employees to give back to their community by volunteering.
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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
By checking "Yes," you acknowledge that you have read the Medical Marijuana Organization Permit Application Instructions before completing an application for a medical marijuana organization permit.

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

FEES:
- ☒ Initial Application Fee
- ☒ Initial Permit Fee

APPLICATION:
- ☒ Completed Application

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

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

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

<table>
<thead>
<tr>
<th>File Name</th>
<th>Name of Document</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA Options for Wellness, Inc._03202017_Dispensary_Civil Action Supporting Documents</td>
<td>Civil Action Supporting Documents</td>
<td>Transparency</td>
</tr>
<tr>
<td>PA Options for Wellness, Inc._03202017_Dispensary_Criminal Record Check Certificates - All of PAoFW</td>
<td>Criminal Background Checks</td>
<td>Transparency</td>
</tr>
<tr>
<td>PA Options for Wellness, Inc._03202017_Dispensary_Operational Timetable (Contd.)</td>
<td>SECTION 8 MEDICAL MARIJUANA DISPENSARY - Timeline</td>
<td>Continuation of Application Section 8 – Operational Timetable</td>
</tr>
<tr>
<td>PA Options for Wellness, Inc._03202017_Dispensary_Security Cameras</td>
<td>Security Camera Field of View</td>
<td>To show the Department a comprehensive perspective of the camera coverage.</td>
</tr>
<tr>
<td>PA Options for Wellness, Inc._03202017_Dispensary_Security Contract ISS</td>
<td>Security Contract</td>
<td>To show the Department in-depth understanding of the business relationship between the applicant and ISS</td>
</tr>
<tr>
<td>PA Options for Wellness, Inc._03202017_Dispensary_Security Operations Plan</td>
<td>Plan of Operations: Security</td>
<td>To give the Department a thorough understanding of the applicants security plan</td>
</tr>
<tr>
<td>PA Options for Wellness Lancaster, LLC_03202017_Dispensary_Letter of recommendation - Mayor of Lancaster</td>
<td>Letter of recommendation from the Mayor of Lancaster</td>
<td>To show the Department support from the community</td>
</tr>
<tr>
<td>PA Options for Wellness Lancaster, LLC_03202017_Dispensary_Principles Financial Backers and Operators (Contd. 1)</td>
<td>Dispensary Principles Financial Backers and Operators (Contd. 1)</td>
<td>Continuation of Section 4 – Principals, Financial Backers, Operators and Employees</td>
</tr>
<tr>
<td>PA Options for Wellness Lancaster, LLC_03202017_Dispensary_Principles Financial Backers and Operators (Contd. 2)</td>
<td>Dispensary Principles Financial Backers and Operators (Contd. 2)</td>
<td>Continuation of Section 4 – Principals, Financial Backers, Operators and Employees</td>
</tr>
<tr>
<td>PA Options for Wellness Lancaster, LLC_03202017_Dispensary_Waiver Request 1</td>
<td>City of Lancaster</td>
<td>Request for Waiver</td>
</tr>
<tr>
<td>PA Options for Wellness Lancaster, LLC_03202017_Dispensary_Waiver Request 2</td>
<td>Honorable J. Richard Gray,</td>
<td>Request for Waiver</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-----------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>PA Options for Wellness Lancaster, LLC_03202017_Dispensary_Waiver Request 3</td>
<td>Request for waiver</td>
<td>Request for Waiver</td>
</tr>
<tr>
<td>PA Options for Wellness Lancaster, LLC_03202017_Dispensary_Business Plan</td>
<td>Business Plan</td>
<td>The objective of the summary is to analyze the estimated medicinal cannabis market of Pennsylvania with the forecasted financial statements and financial schedules of PA Options For Wellness over five years.</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]  
Pres. + CEO  
3-20-17

Printed Name

Thomas A. Triet

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

[Signature]  
Title in Applicant's Business  
Date

Printed Name

A 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
Attachment B: Organizational Documents

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

| Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents: |
| PA Options For Wellness Lancaster, LLC |

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

| Principal Business Address: |
| City: Lancaster | State: Pennsylvania | Zip Code: 17602 |

| Phone: | Fax: | Email: |
PA Options for Wellness Lancaster, LLC

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

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

ENTITY NUMBER: [Redacted]
Certificate of Organization
Domestic Limited Liability Company
DSCB (rev. 2/2017)

Read all instructions prior to completing. This form may be submitted electronically.

Fee: $125

☐ 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 is: PA Options for Wellness Lancaster, LLC
   (designator is required, e.g., “company,” “limited” or “limited liability company” or any abbreviation thereof)

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

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

   (b) The name of this limited liability company’s commercial registered office provider and county of venue is:

   c/o:
   Name of Commercial Registered Office Provider | County

3. The name of each organizer is (all organizers must sign on page 2):

   [Signatures]

4. Effective date of Certificate of Organization (check, and if appropriate complete, one of the following):
   ☐ The Certificate of Organization shall be effective upon filing in the Department of State.
   ☐ The Certificate of Organization shall be effective on: ________________ at ________________
      Date (MM/DD/YYYY)        Hour (if any)
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 8½ x 11 sheet(s).

IN TESTIMONY WHEREOF, the organizer(s) has (have) executed this Certificate of Organization this

---

Signature

---

Signature

---

Signature
EIN Assistant


Congratulations! The EIN has been successfully assigned.

EIN Assigned: [Redacted]

Legal Name: PA OPTIONS FOR WELLNESS LANCASTER LLC

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.
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 official documents: |
| PA Options For Wellness Lancaster, LLC |
| Trade names and DBA (doing business as) names: |

| Principal Business Address: |
| City: Lancaster | State: Pennsylvania | Zip Code: 17602 |
| Phone: | Fax: | Email: |
LANCASTER, PENNSYLVANIA
LEASE

AS LANDLORD

AND

PA OPTIONS FOR WELLNESS LANCASTER, LLC

AS TENANT
LEASE

("Landlord"), a Pennsylvania limited partnership with a mailing address of , and PA OPTIONS FOR WELLNESS LANCASTER, LLC, a Pennsylvania limited liability company, ("Tenant"), in consideration of their mutual covenants and agreements in this lease (this "Lease"), agree as follows, all as of (the "Commencement Date").

1. **DEFINITIONS.** The following words shall be defined as provided herein, which definitions shall apply throughout this Lease:

   (a) **Additional Rent:** Additional Rent shall mean and include Tenant’s Share of Operating Costs, Tenant Costs, and any other charges or fees payable by Tenant to Landlord in accordance with this Lease.

   (b) **Broker:** Omni Realty Group.

   (c) **Building:** The office building known generally as THE KENDIG C. BARE BUILDING, 39 E. Chestnut Street, Lancaster, PA.

   (d) **Commencement Date:** Set forth in the Preamble.

   (e) **Complex:** The Building and the surrounding parcel of improved property upon which the Building rests in Lancaster, PA, with the parking facilities, and all other structures, improvements, fixtures and appurtenances appurtenant thereto for servicing the Building as of the date of this Lease.

   (f) **CPI Index:** The United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), 1982-84=100, US City Average.

   (g) **Exhibits:** The following Exhibits are attached hereto, and made a part of this Lease:

   | Exhibit A | Floor Plan |
   | Exhibit B | Rules and Regulations |
   | Exhibit C | Janitorial |

   (h) **Lease Year:** Each Lease Year during the Term shall commence on the first day of the month immediately following the anniversary of the Commencement Date and end 365 days thereafter (or 366 days thereafter in the case of a leap year).

   (i) **Minimum Rent:** The Minimum Rent for the initial Term (as hereinafter defined) hereof shall be , per annum (which is based upon per square foot of the Premises, as defined herein, per annum), payable in equal monthly installments of . Minimum Rent shall be
increased each Lease Year by the greater of (a) the one-year percentage increase in the CPI Index or (b) two percent (2%).

(j) Non-Metered Utility Charge: A charge for electric and natural gas utilities not separately metered to the Premises in the amount of __________ per annum (which is based upon __________ per square foot of the Premises, as defined herein, per annum), payable in equal monthly installments of __________. The Non-Metered Utility Charge shall be increased each Lease Year by two percent (2%).

(k) Operating Costs: Operating Costs shall mean and include all of Landlord’s costs associated with the maintenance of the Building and the Complex, including but not limited to:

i. the cost of all utilities and services provided to the Complex and not otherwise separately metered or billed to the individual tenants of the Complex;

ii. payments made by the Landlord for license fees, permit and inspection fees, equipment, tools and expenses of the Complex;

iii. the cost of all supplies and materials used in the operation and maintenance of the Complex;

iv. the cost of all utilities and reasonably necessary or advisable communications services for the Complex, including, but not limited to, water and power, sewer, heating, lighting, air conditioning and ventilating, but only to the extent not directly metered or separately billed to the individual tenants of the Complex;

v. the cost of all repairs, maintenance and service agreements and equipment rental agreements of the Complex or for equipment therein, such as and including, but not limited to, security and exterminating services, alarm service, window cleanings, rubbish and snow removal, telephone, utility lines, sewer lines, sidewalks, walkways, parkways, driveways, striping, bumpers, roadways, loading and unloading areas, irrigation systems, lighting facilities, fences, gates, tenant directories, trash disposal services, fire detection systems, including without limitation, sprinkler systems and landscape maintenance, bonds posted or amounts incurred in connection with the management or maintenance of the Complex; provided, however, the foregoing shall not include leasing commissions, advertising or promotional costs or expenses, the cost of tenant alterations, mortgage interest and principal payments, and depreciation of the Complex or equipment;
vi. the cost of all insurance applicable to the Building and the Complex, including without limitation, any deductible portion of an insured loss concerning any items or matters described in this subsection, but not in excess of insurance which would be carried by prudent landlords;

vii. the reasonable cost of all accounting, legal and professional services incurred in connection with the operation of the Complex;

viii. the cost of all repairs and general maintenance, including, without limitation, all costs of landscaping, parking lot, and roof repairs (provided same are Included Capital Items (as hereinafter defined)), with respect to the Complex, provided, however the foregoing shall not include such items to the extent Landlord is compensated through the proceeds of insurance or condemnation nor such items if the incurring thereof shall be solely for the benefit of a tenant other than Tenant and not otherwise benefiting the Premises or the Complex;

ix. amortization of costs (together with interest at 6.75%) of (a) capital improvements or alterations which are reasonably anticipated to reduce (or to avoid an increase in) other Operating Costs by an amount bearing a reasonable relationship to the amortized costs of the capital improvement or alteration, (b) capital improvements or alterations which are made by reason of any governmentally imposed requirement which becomes effective after the date hereof, and whether by way of statute, regulations, rule, order, ordinance or other uses, relating to the overall or structural use, design, construction and operation of the Complex, and (c) any other capital improvements or alterations which Landlord reasonably determines necessary to maintain the Complex as a first class facility, including without limitation, major repairs to or replacements of parking lots, roofs and other mechanical systems within the Complex, but excluding therefrom all costs and expenses incurred by Landlord in connection with (i) construction of any additional floors to the Building, (ii) the construction or installation of any elevator(s) servicing such additional floors or the Building (iii) the conversion of the Building to condominium form of ownership as set forth in Section 42, hereof (the capital items set forth in subsections (a), (b) and (c) of this subsection (ix), other than the excluded items, are collectively referred to hereinafter as "Included Capital Items"), such
amortization of the cost of such Included Capital Items to be determined using an amortization period equal to the useful life (as determined for accounting purposes using generally accepted accounting principles consistently applied ("GAAP") of the Included Capital Item) and further provided that amortized costs are only included in Operating Costs for that portion of the useful life of the Included Capital Item which falls within the Term hereof;

x. all expenses and costs incurred by Landlord as a result of or in order to comply with laws (including, without limitation, local ordinances, codes or regulations), which become effective after the date of this Lease; and

xi. Real Estate Taxes.

Operating Costs shall not include the following items:

xii. costs of tenant alterations;

xiii. interest and principal payments on mortgages or any rental payments on any ground leases (except for rental payments which constitute reimbursement for Operating Costs);

xiv. leasing commissions and lease buy-outs;

xv. any cost or expenditure for which Landlord is actually reimbursed, whether by insurance proceeds, warranties, service contracts or otherwise, except through rent adjustment or other tax or operating expense pass-through provisions;

xvi. the cost of any kind of service furnished to any other tenant in the Complex which Landlord does not generally make available to all tenants in the Building;

xvii. salaries, fringe benefits and other compensation of employees above the grade of building manager (Tenant acknowledges that Landlord’s secretary is not to be excluded);

xviii. depreciation (except as related to the amortization of Included Capital Items in subsection ix above);

xix. expenses for painting, redecorating or other work which Landlord, at its expense, performs for Tenant or for any other tenant in leased areas of the Complex other than
painting, redecorating or other work for common areas of the Building;

xx. expenditures for capital improvements or capital equipment except as specifically set forth herein;

xxi. the cost of electricity, water or other utilities furnished to the Premises or to any other space leased to tenants for which the Landlord is separately reimbursed by the lessee or by such tenants;

xxii. the cost of alterations, additions, changes or decorations (including leasehold improvements, construction allowances and work letters) made for or paid to any tenant of the Building or made in order to prepare space in Complex for occupancy by a tenant;

xxiii. the cost of repairs in or to a tenant’s premises (except the Premises) incurred by reason of a breach by a tenant (other than Tenant) of its lease for space in the Building;

xxiv. payments to affiliates of Landlord for goods and services to the extent that such costs exceed the costs of such goods and services were they not rendered by an affiliate;

xxv. professional fees, not allocated to the operation of the Complex and professional fees allocable to disputes with or preparation of leases for other tenants and prospective tenants of the Complex;

xxvi. advertising, promotional and similar expenses with respect to the Complex;

xxvii. costs, expenses, fines and penalties incurred by the Landlord due to a violation by Landlord of any lease or of any laws or legal requirements, other than due to Tenant’s misfeasance, malfeasance or nonfeasance;

xxviii. any bad debt loss, rent loss or reserves for bad debts or rent loss;

xxix. Landlord’s general corporate overhead and general administrative expenses except as expressly set forth in this Lease;

xxx. the cost and expense incurred by Landlord in furnishing any service to any retail or non-office portions of the
Complex which is not furnished to the office space portions of the Complex;

xxx. the cost of any judgment resulting from any tort liability of Landlord and any attorneys’ fees incurred in connection with the same, (provided this exclusion does not affect Tenant’s indemnification obligations set forth herein);

xxxii. the cost of correcting defects in building construction of the Complex (including costs incurred due to the noncompliance of the Complex with governmental codes and laws), to the extent not included in Subsection 2.E.ix above;

xxxiii. repairs or replacements caused by Landlord’s negligence or the negligence of its agents, employees or contractors;

xxxiv. any expenses, costs and disbursements relating to or arising in any way, directly or indirectly from handling, removal, treatment, disposal or replacement of asbestos, asbestos containing materials or other Hazardous Materials in the Complex;

xxxv. costs reimbursed to Landlord by governmental authorities; and

xxxvi. the cost of environmental insurance.

(l) **Option to Renew.** This Lease will have a renewal option, exercisable in accordance with Section 13 below.

(m) **Option to Terminate.** Tenant will have one (1) option to terminate the lease if Tenant is not awarded a medical cannabis dispensary license, exercisable in accordance with Section 14 below.

(n) **Parking Spaces:** Four (4) parking spaces in the Complex’s structured parking facilities as provided in Section 20 below.

(o) **Permitted Use:** Dispensary for medical cannabis, in accordance with all laws and other legal uses ancillary thereto.

(p) **Premises:** That certain space located on the first floor of the Building, containing approximately square feet of rentable area, shown as Premises on Exhibit A attached hereto. The rentable area of the Premises is stipulated and shall not be subject to measurement.

(q) **Real Estate Taxes.** Real Estate Taxes shall mean all taxes, assessments, general and special, ordinary as well as extraordinary, charges (including, but not limited to, water and sewer rents and charges), levies, impositions and payments wholly or partly in lieu thereof however denominated, now or hereafter in effect, which
are or may be imposed upon or made liens upon the Property. If, due to a change in the method of taxation or assessment, any franchise, income, profit, gross receipts, margins, or other tax shall be substituted by either the State or local taxing authority in whole or in part, for the Real Estate Taxes now or hereafter imposed on the Property, such tax shall be deemed to be included in the term “Real Estate Taxes”. For purposes hereof, Real Estate Taxes shall be based upon a fully operational, occupied and assessed Building and shall not include (A) penalties and/or interest; (B) excise taxes or gross receipt taxes on the Landlord’s gross or net rentals or other income (except as expressly set forth above); (C) income, franchise, transfer, gift, estate, succession, inheritance, and capital stock taxes; (D) taxes on any portion of the Complex which Landlord may be holding for future development; (E) real estate taxes resulting from the acquisition of development or other rights with respect to property (other than the Complex) owned or acquired by Landlord; (F) increases in real estate taxes with respect to the Complex and/or the Building resulting from Landlord’s failure to file any required tax returns or to furnish any required documentation or information to any taxing authority or to comply with any requirement of any taxing authority; and (G) increases in real estate taxes with respect to the Complex and/or the Building resulting from alterations, additions or improvements to the Building and/or the Complex (collectively, “Additions”), except to the extent that such Additions are performed for the benefit of all tenants in the Building or increase the rentable area of the Building in excess of the rentable area which exists as of the date of this Amendment.

(r) **Rent**: The sum of Minimum Rent and Additional Rent.

(s) **Security Deposit**: to be held in accordance with Section 21 below.

(t) **Tenant Costs**: Tenant Costs shall mean all the reasonable costs incurred by Landlord directly in the maintenance of the Premises which are furnished only to the Premises but not to any other space in the Building and not otherwise included in Operating Costs, including, but not limited to:

(i) A management fee in the amount of six percent (6%) of the Minimum Rent payable by Tenant hereunder;

(ii) Janitorial expenses;

(iii) the costs of utilities that are not separately metered to the Premises and are not directly paid by Tenant to the provider;

(iv) Garbage and trash collection;

(v) Extermination; and

(vi) General maintenance and repairs, including light bulb replacement.

(u) **Tenant’s Share**: Tenant’s Share means the rentable square footage of the Premises divided by the total rentable square footage of the Building. Landlord and Tenant hereby agree that Tenant’s is fifteen percent (15%). Tenant’s Share is stipulated and not subject to measurement.
(v) **Term**: The term (the “**Term**”) of this Lease shall be ten (10) years, commencing on the Commencement Date and ending (except as otherwise provided herein) on the last day of the tenth Lease Year (hereinafter referred to as the “**Termination Date**”).

2. **DEMISE.** Landlord leases the Premises to Tenant for the Term, and Tenant takes the same, all upon and subject to the terms and conditions of this Lease. Subject to the terms and conditions of this Lease, Tenant shall have access to the Premises 365 days per year, 24 hours per day.

3. **CONDITION OF PREMISES.** Tenant accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS.

4. **RENT.** All Rent payable pursuant to this Lease shall be due in advance on the first day of each calendar month (prorated for any partial month based on the number of days in such month), without demand or setoff.

Tenant shall be responsible to pay for all utilities separately metered or billed to the Premises. Tenant shall also pay the following to Landlord monthly as Additional Rent: Tenant’s Share of Operating Costs; Tenant Costs; and the Non-Metered Utility Charge.

(b) Landlord may require payments, together with Tenant’s payment of Minimum Rent, which, by the end of each calendar year, will total Landlord’s good faith estimate of Tenant’s Operating Costs for the year. Within one hundred twenty (120) days of the end of each calendar year, Landlord will furnish to Tenant a statement of Operating Costs for the immediately prior calendar year (the “**Annual Statement**”), and any amounts owing or overpaid with respect to Tenant’s Share of Operating Costs for such calendar year shall be paid by Tenant to Landlord, or refunded by Landlord to Tenant, as the case may be, within thirty (30) days after delivery of the Annual Statement. This obligation shall survive termination or expiration of this Lease. For any calendar year in which the Complex is not fully occupied Operating Costs will be increased by Landlord’s reasonable estimate of what Operating Costs would have been for such calendar year at 95% occupancy.

(c) In the event that Tenant disputes Tenant’s Share of Operating as set forth in any Annual Statement delivered by Landlord, then subject to paragraph (f)(i), infra, Tenant shall have the right to provide notice to Landlord that it intends to inspect and copy, Landlord’s accounting records for the expense year covered by such Annual Statement during normal business hours (“**Tenant Review**”), provided, however, that in the event that Tenant shall employ or retain a third party to inspect Landlord’s accounting records (a “Third Party Auditor”), then as a condition precedent to any such inspection, Tenant shall deliver to Landlord a copy of Tenant’s written agreement with such Third Party Auditor, which agreement shall include provisions which state that (1) Landlord is an intended third-party beneficiary of such agreement, (2) such Third Party Auditor will not in any manner solicit or agree to represent any other tenant of the Complex with respect to an audit or other review of Landlord’s accounting records at the Complex, and (3) such Third Party Auditor shall maintain in strict confidence any and all information obtained in connection with the Tenant Review and shall not disclose such information to any person or entity other than to the management personnel of Tenant. Any Tenant Review shall take place in Landlord’s office or at such other location as Landlord may
reasonably designate, and Landlord will provide Tenant with reasonable accommodations for such Tenant Review and reasonable use of such available office equipment, but may charge Tenant for telephone calls and photocopies at Landlord’s actual cost. Tenant shall provide Landlord with not less than two (2) weeks prior written notice of its desire to conduct such Tenant Review. In connection with the foregoing review, Landlord shall furnish Tenant with such reasonable supporting documentation relating to the Annual Statement as Tenant may reasonably request. In no event shall Tenant have the right to conduct such Tenant Review if there is an Event of Default existing under the Lease. In the event that following Tenant’s Review, Tenant and Landlord continue to dispute the amounts of Tenant’s Operating Costs and Landlord and Tenant are unable to resolve such dispute, then either Landlord or Tenant may submit the matter to arbitration pursuant to the rules of the American Arbitration Association, and the disputed items and/or categories of Tenant’s Operating Costs to be shown on the Annual Statement shall be determined by such proceeding producing an “Arbitration Award”. The Arbitration Award shall be conclusive and binding upon both Landlord and Tenant. If the resolution of the parties’ dispute with regard to Tenant’s Operating Costs shown on the Annual Statement, pursuant to the Arbitration Award reveals an error in the calculation of Tenant’s Operating Costs to be paid for such expense year, the parties’ sole remedy shall be for the parties to make appropriate payments or reimbursements, as the case may be, to each other as are determined to be owing. Any such payments shall be made within thirty (30) days following the resolution of such dispute. Tenant shall be responsible for all costs and expenses associated with Tenant’s Review, and Tenant shall be responsible for all reasonable audit fees, attorneys’ fees and related costs of Tenant relating to an Arbitration Award (collectively, the “Costs”), provided that if the parties’ final resolution of the dispute involves the overstatement by Landlord of Tenant’s Operating Costs for such Annual Statement in excess of five percent (5%), then Landlord shall be responsible for all costs. An overcharge of Operating Costs shall not entitle Tenant to terminate this Lease.

5. **SERVICES PROVIDED BY LANDLORD.** Landlord will furnish services (collectively, “Services”):

(a) The following Services will be provided to the Building and Complex, subject to Tenant’s payment of Tenant’s Share of Operating Expenses:

(i) Operator-less passenger elevators. Landlord may in its reasonable discretion limit the number of elevators operating outside normal business hours, provided Tenant has reasonable access to the Premises 24 hours per day, 365 days per year, and freight elevator service, free of charge, only when scheduled through the manager of the Building.

(ii) Electric lighting for all public areas and special service areas of the Building as reasonable for adequate lighting and safety of the occupants of the Building, including replacement of Building standard light bulbs and tubes.

(iii) Landlord shall maintain the Complex in a first-class manner consistent with other first-class office buildings in the Lancaster, PA area, in accordance with all applicable laws, regulations and ordinances.
(iv) Landlord shall furnish adequate hot and cold water for drinking, lavatory toilet, and ordinary cleaning purposes to the plumbing fixtures of the Building serving the Premises.

(b) Landlord shall provide the following Services to the Premises, subject to Tenant’s payment of Tenant Costs and the Non-Metered Utility Charge:

(i) Provide electrical and natural gas service to the Premises, including providing and installing all building standard replacement lighting tubes. All non-standard office installations of electrical fixtures, appliances and equipment within the Premises shall be subject to Landlord’s reasonable approval, and if such fixtures, appliances or equipment materially and adversely affect the temperature or humidity otherwise maintained in the Premises, Landlord may at Tenant’s cost (including the cost of metered utilities), install supplemental air conditioning units. Landlord’s obligation to furnish electrical service is subject to the rules and regulations of the utility supplying the electricity and of any governmental authority. At all times during the Term hereof, Landlord shall supply, and Tenant’s use of electricity shall not exceed, six (6) watts of demand load per rentable square foot. Any risers or wiring necessary to meet Tenants excess electrical requirements will be installed by Landlord on Tenant’s written request, at Tenant’s sole cost and expense, only if such wiring will not cause damage to the Building or a dangerous condition, or entail excessive or unreasonable alterations, repairs or expense. Tenant shall have the right to install a supplemental HVAC unit in the Premises at its sole cost and expense. Landlord represents that as of the date hereof, AT&T and D&E telephone and fiber optic services are available in the Building. Landlord agrees to provide such space in the garage level of the Building for the installation of Tenant’s data, CAT, fiber optic, security and telecommunications wire and cabling as Tenant may require, including adequate space in Building’s electrical risers to connect Tenant’s data, CAT, fiber optic and telecommunications equipment, wiring and cabling to the electrical service closets in the Premises.

(ii) Provide janitorial service to the Premises five (5) days per week, consistent with other first class building in the Lancaster, PA area and the specifications set forth on Exhibit C attached hereto so that the Premises are clean Monday through Friday (excluding recognized national holidays).

(iii) Provide heating, ventilation and air-conditioning service in the Premises for the reasonable comfort of the Tenant, during regular business hours (8:00 A.M. to 6:00 P.M.) on business days, which term is used herein to mean Monday through Friday and Saturday from 8:00 A.M. to 1:00 P.M. except the dates observed by the Federal or the Pennsylvania government as legal holidays ("Business Hours"). If Tenant shall require ventilating and air conditioning service or heating service at any other time ("After Hours"), Landlord shall furnish After Hours ventilating and air conditioning service or heating service upon reasonable advance notice from Tenant, and Tenant shall pay Landlord’s reasonable cost for providing same. The heating, ventilating and air conditioning services in the Building can be furnished to the floor or floors where the Premises are located separate from the other floors of the Building.
(c) Landlord does not warrant that the Services provided for in this Section 5 will be free from any irregularity or stoppage. Landlord shall use due diligence to correct any irregular Services and/or stoppage, but no such condition or event will create any liability for Landlord, or constitute an eviction, actual or constructive, of Tenant, or relieve Tenant from any of Tenant's obligations under this Lease, except as expressly permitted hereunder or by applicable law.

6. **USE OF PREMISES.** Tenant will use and occupy the Premises only for the Permitted Use, using and maintaining the Premises in a clean, careful, safe and sanitary manner. Tenant will pay for any damage to the Premises or to any other part of the Complex caused by any negligence or willful act of Tenant or any of its agents, employees, licensees, or invitees. Tenant will not cause anywhere in the Complex, or permit in the Premises (i) any activity or use contrary to applicable law, ordinance or regulation; (ii) any activity which is prohibited by this Lease and materially increases any insurance policies carried by Landlord; (iii) waste or nuisance, or (iv) unreasonably overloading of the floors of the Premises. Tenant will conduct its business and occupy the Premises and shall not create any nuisance or interfere with, unreasonably disturb any other tenants in the Building. Tenant shall not erect or place any item in or upon the Common Areas (as hereinafter defined) of the Complex. The term "Common Areas" means the entire Complex, except for those portions of rentable area leased to or held for lease to individual tenants of the Building. Tenant shall, at Tenant’s expense, promptly comply with all applicable federal, state, and local statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the Term hereof, relating to Tenant’s specific use of the Premises.

7. **TENANT'S ALTERATIONS, REPAIR AND MAINTENANCE.** Tenant will maintain the Premises in good and usable condition and promptly make, at its expense, all necessary nonstructural repairs and replacements to the Premises and perform and pay for the operation, maintenance and repair of fixtures and of supplemental air conditioning units (if any) installed by Tenant. Tenant will pay the reasonable cost of repair and replacement due to damage or injury to the Complex caused by Tenant or Tenant’s employees, agents, partners, officers, licensees, invitees, contractors or guests (collectively “Tenant's Employees”) and not covered by Landlord’s insurance policies. Tenant will not make or permit alterations, improvements or additions (including fixtures) in or to the Premises (collectively “Alterations”) without Landlord’s prior written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Tenant shall be responsible for paying all of Landlord’s costs in reviewing Tenant’s Alteration plans, including reasonable engineering and attorneys’ fees. Alterations will be performed at Tenant’s sole cost and expense and Tenant shall provide Landlord with an opportunity to bid on all Alterations it proposes to the Premises. All Alterations (other than Tenant’s trade fixtures, equipment and furniture) will immediately become Landlord’s property and a part of the Building without compensation to Tenant. Tenant will hold Landlord and its employees and officers harmless against any and all claims, expenses and liabilities of every kind, which may arise out of, or in any way be connected with any Alterations performed by or on behalf of Tenant, unless such claims, expenses or liabilities result from the gross negligence or willful misconduct of Landlord, or Landlord’s employees, agents, invitees or contractors. Alterations, repairs and replacements by Tenant shall be made in accordance with all applicable laws, rules and ordinances and be of a quality and class equal to the original work of the
Building; and be performed in a good and workmanlike manner with Building standard grade materials.

8. **LIENS PROHIBITED.** Tenant will not permit any lien on any part of the Complex allegedly resulting from any work or materials furnished or obligations incurred by or for Tenant. Tenant will discharge or bond any such lien of record within thirty (30) days of Tenant’s receipt of notice of the filing of such lien. Neither this Lease nor any request or consent of Landlord to the labor, materials or obligations, is consent to such a lien.

9. **ASSIGNMENT; SUBLETTING.** Tenant shall not assign, transfer, or encumber this Lease or any estate or interest therein, or sublet or grant any right of occupancy for any portion of the Premises, or permit such occupancy by any parties other than Tenant and Tenant’s Employees without Landlord’s prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Landlord may transfer, assign and convey any part of or interest in the Complex or Landlord’s interest in this Lease. If Landlord assigns Landlord’s interest in this Lease, Landlord shall thereby be released from any further obligations thereunder, and Tenant will look solely to Landlord’s successor in interest for performance of said obligations.

10. **LANDLORD’S LIABILITY.** Tenant waives any claim against Landlord for loss or damage to any property, injury to any person, or injury to Tenant’s business from any cause except if such loss, damage or injury resulting from the negligence or willful misconduct of Landlord, its agent, employees or contractors. All personal property on the Premises is at Tenant’s risk only; the Landlord shall not be liable for any damage to or theft of such property, unless such damage or theft results from the negligence or willful misconduct of Landlord, its agents, employees or contractors.

11. **INDEMNIFICATION.**

   (a) **Tenant’s Indemnification.** Tenant will indemnify and hold and save Landlord, its owners, partners, shareholders, directors, agents and employees (collectively, “Landlord Indemnities”) harmless from all fines, suits, losses, costs, expenses, liabilities, claims, demands, actions, damages and judgments (“Liabilities”) suffered by, recovered from or asserted against the Landlord Indemnities, of every kind and character, resulting from any breach, violation or nonperformance by Tenant of any provision of this Lease; or from injury or damage to person or property incident to, arising out of, or caused by any act, omission, negligence or misconduct by Tenant or Tenant’s Employees, or in any other way from their occupancy or use of the Premises. If any such proceeding is brought against any Landlord Indemnities, Tenant will retain counsel reasonably satisfactory to Landlord to defend such Landlord Indemnities(s) at Tenant’s sole cost and expense. All such costs and expenses, including reasonable attorneys’ fees and court costs, shall be a demand obligation owing by Tenant to Landlord. Tenant’s obligations under this Section 11 (a) shall survive the termination or expiration of this Lease.

   (b) **Landlord’s Indemnification.** Landlord will indemnify and hold and save Tenant, its owners, partners, shareholders, directors, agents and employees (collectively, “Tenant Indemnities”) harmless from all Liabilities suffered by, recovered from or asserted against the Tenant Indemnities, of every kind and character, resulting from any breach, violation or nonperformance by Landlord of any provision of this Lease; or from injury or damage to person
or property incident to, arising out of, or caused by any act, omission, negligence or misconduct by Landlord or Landlord’s employees, agents, or contractors, or in any other way from their use of any portion of the Complex. If any such proceeding is brought against any Tenant Indemnities, Landlord will retain counsel reasonably satisfactory to Tenant to defend such Tenant Indemnities(s) at Landlord’s sole cost and expense. All such costs and expenses, including reasonable attorneys’ fees and court costs, shall be a demand obligation owing by Landlord to Tenant. Landlord’s obligations under this Section 11 (b) shall survive the termination or expiration of this Lease.

12. INSURANCE; INDEMNITY.

(a) Liability Insurance—Tenant. Tenant shall, at Tenant’s expense obtain and keep in force during the term of this Lease a policy of Combined Single Limit Bodily Injury and Property Damage insurance insuring Tenant and Landlord against any liability arising out of the use, occupancy, or maintenance of the Premises and the Complex. Such insurance shall be in an amount not less than [REDACTED] per occurrence. The policy shall insure Landlord’s indemnity provisions of this Section 12. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Tenant’s policy shall contain a clause stating that Tenant’s insurance is primary and noncontributory to the extent a loss occurs as a result of Tenant’s negligence, and Landlord shall be named as an additional insured.

(b) Liability Insurance—Landlord. Landlord shall obtain and keep in force during the term of this Lease a policy of combined single limit bodily injury and property damage insurance, insuring Landlord, but not Tenant, against any liability arising out of the ownership, use, occupancy or maintenance of the Complex in an amount not less than [REDACTED] per occurrence.

(c) Property Insurance. Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Complex, including the Building and improvements, but not Tenant’s personal property, fixtures, equipment or Tenant improvements, in an amount not to exceed the full replacement value thereof, as the same may exist from time to time, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event same is required by a lender having a lien on the Premises) and special extended perils (“all risk” as such term is used in the insurance industry).

(d) Payment of Premium Increase. Tenant shall not be responsible for paying Tenant’s Share of any increase in the property insurance premium for the Complex specified by Landlord’s insurance carrier as being caused by the use, acts or omission of any other tenant of the Complex, or by the nature of such other tenant’s occupancy which create an extraordinary or unusual risk.

(e) Insurance Policies. Insurance required hereunder shall be in companies holding a “General Policyholders Rating” of at least A VIII, or such other rating as may be required by a lender having a lien on the Premises, as set forth in the most current issue or “Best’s Insurance Guide”. Tenant shall not do or permit to be done anything which invalidates the insurance
policies carried by Landlord. Tenant shall deliver to Landlord certificates evidencing the existence and amounts of such insurance required under Section 12 fa) within ten (10) business days after the Commencement Date. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals or “binders” thereof.

(f) Waiver of Subrogation. Tenant and Landlord each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage to the Building and/or the Complex (including loss of income) arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors and/or invitees. Tenant and Landlord shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

(g) Exemptions of Landlord from Liability. Except to the extent caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors Tenant hereby agrees that Landlord shall not be liable for injury (i) to Tenant’s business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, (ii) Tenant’s employees, invitees, customers, or any other person in or about the Premises or the Complex, nor (iii) to the person of Tenant, Tenant’s employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, (iv) from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Complex, (v) from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant, occupant or user of the Complex, nor from the failure of Landlord to enforce the provisions of any other lease of the Complex.

13. OPTION TO RENEW.

(a) Definition. As used in this Paragraph, the word “Option” shall mean the right or option to extend the Term of this Lease or to renew this Lease.

(b) Option Personal. Each Option granted to Tenant in this Lease is personal to the original Tenant and any Permitted Transferee and may be exercised only by the original Tenant while occupying at least seventy-five percent (75%) of the Premises and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than Tenant; provided, however, that an Option may be exercised by or assigned to any Permitted Transferee. The Option, if any, herein granted to Tenant is not assignable separate and apart from this Lease, nor may any Option be separated from this Lease in any manner, either by reservation or otherwise.

(c) Option to Renew. Provided no Event of Default has occurred and is continuing, Tenant shall have one (1) option to extend the Term hereof for a period of five (5) years (the
“Renewal Term”). The Option shall be exercised by Tenant by written notice to Landlord not less than one (1) year prior to the Termination Date of this Lease. The Renewal Term shall be on the same terms of this Lease, the Minimum Rent payable during each such Renewal Term shall continue to escalate as provided herein, and there shall be no allowance or rent concession by Landlord.

14. **OPTION TO TERMINATE.** Notwithstanding anything herein to the contrary, if Tenant is not awarded a medical cannabis dispensary license, then Tenant may terminate this Lease effective at the end of the first full calendar month after Tenant give written notice of termination (the “Early Termination Date”), provided that (1) no Event of Default has occurred and is continuing; (2) Tenant has delivered written notice to Landlord before the expiration of the twelfth (12th) month following the Commencement Date; and (3) on the first day of each month after the Early Termination Date until the earlier of the expiration of twenty four (24) months or Landlord leasing the Premises to another tenant, Tenant pays Landlord the sum of

15. **CASUALTY.**

(a) **Repair Estimate.** If the Premises (including of any Alterations made to the Premises by Tenant) or the Building are damaged by fire or other casualty (a “Casualty”), Landlord shall, within sixty (60) days after such Casualty, deliver to Tenant a written opinion (the “Damage Notice”) of an objective professional engineer unrelated to Landlord (the “Engineer”), of the time needed to repair the damage caused by such Casualty.

(b) **Total Destruction.** Except as provided in Section 15 (c) hereof, this Lease shall automatically terminate if the Building is totally destroyed.

(c) **Partial Destruction of Premises.** If the Premises are damaged by any Casualty and the Damage Notice provides that the Premises can be restored to its condition existing immediately prior to the Casualty within two hundred seventy (270) days after the date of the Casualty, Landlord shall, upon written notice from Tenant to Landlord of such Casualty, except as provided in Section 15 (d), promptly repair and restore the Premises and the Building with reasonable diligence to substantially the same condition as they existed immediately before such Casualty and, until such repairs and restoration are completed, all Minimum Rent, Additional Rent and all other amounts due hereunder shall be abated from the date of Casualty in the same proportion that the rentable area of the portion of the Premises which is unusable by Tenant in the conduct of its business as previously conducted bears to the total rentable area of the Premises. If a substantial portion of the Premises is damaged and not used by Tenant, then rent for the entire Premises shall be abated during the period the Premises is not used by Tenant. If such repairs and restoration, as set forth in the Damage Notice, cannot be made within said two hundred seventy (270) days, (all Minimum Rent, Additional Rent and other amounts due hereunder shall be abated as provided in this Section 15 (c) and Tenant shall have the right, by written notice given to Landlord within sixty (60) days after the date of the Casualty, to terminate this Lease as of the date of the Casualty (“Tenant's Casualty Termination Right”), in the event that Tenant does not exercise Tenant’s Casualty Termination Right, then Landlord shall promptly and with due diligence repair and restore the Premises and the Building to substantially the same condition as they existed immediately before such Casualty and, until such repairs and
restoration are completed, all Minimum Rent, Additional Rent and all other amounts due hereunder shall be abated from the date of Casualty in the same proportion that the rentable area of the portion of the Premises which is unusable by Tenant in the conduct of its business as previously conducted bears to the total rentable area of the Premises. Notwithstanding the foregoing, Tenant shall have the additional right to terminate this Lease upon written notice to Landlord if the repairs of the damage to or destruction of the Premises and the Building are not actually completed within two hundred seventy (270) days after the date of such Casualty, provided that Tenant gives Landlord written notice of its intention to so terminate this Lease within sixty (60) days after the lapse of such two hundred seventy (270) day period and Landlord fails to cause the actually complete such repairs and restoration within such thirty (30) days after such notice is received.

(d) Exceptions to Landlord’s Obligations Notwithstanding anything to the contrary contained in this Section 15, Landlord shall have no obligation to repair and restore the Premises, and Landlord may elect to terminate this Lease as of the date of the Casualty by giving notice thereof to Tenant within sixty (60) days after the date of the Casualty if: (i) the Casualty occurs less than twelve (12) months prior to the expiration date of the Term or any Renewal Term; (ii) the Casualty is caused by an event which is not insured against under Landlord’s insurance policies required to be maintained by Landlord under Section 12 (c), or (iii) the Building is substantially damaged and Landlord makes a good faith determination that restoring the Building would not be recommended or would not be economical, so long as Landlord terminates the leases of other tenants constituting at least 80% of the total rentable area of the Complex. For purposes hereof, the term “substantially damaged” shall mean that at least eighty percent (80%) of the rentable area of the Complex is damaged and unusable.

16. CONDEMNATION.

(a) Total Condemnation. If the whole of the Premises shall be acquired or taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, then this Lease shall terminate when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Lease for the expiration of the Term.

(b) Partial Condemnation. If any part of the Premises shall be acquired or taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and such partial taking renders that portion of the Premises not taken entirely unsuitable for the business of Tenant, then Tenant shall have the right to terminate this Lease by written notice to the Landlord and, if this Lease is so terminated, it shall terminate when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Lease for the expiration of the Term. If such partial taking does not result in this Lease being so terminated, then this Lease shall continue in effect and Landlord shall make any necessary repairs or alterations to the Premises, at Landlord’s sole cost and expense to ameliorate to the extent possible any loss of use thereof by reason of such condemnation; provided, that, in such event, the all Minimum Rent, Additional Rent and other amounts due hereunder will be equitably abated based on the reduced rentable square footage of the Premises following such taking.
(c) **Award.** Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee; however, Tenant shall have the right, to the extent that the same shall not reduce Landlord’s award, to claim from the condemnor, but not from the Landlord, such compensation as may be recoverable by Tenant in its own right for damages to Tenant’s business and fixtures and for the cost of relocation.

(d) **Temporary Loss of Use.** Notwithstanding anything to the contrary contained in this subsection, if the temporary use or occupancy of any part of the Premises shall be taken or appropriated under power of eminent domain (not to exceed fifteen (15) days), this Lease shall be and remain unaffected by such taking or appropriation and Tenant shall be entitled to an equitable abatement of Rent and other sums payable hereunder by Tenant; in the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use of or occupancy of the Premises during the Term, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration of the Premises and the use and occupancy of the Premises prior to and after the end of the Term.

(e) **Insurance.** Each party may insure against losses sustained by reason of any condemnation or other taking contemplated by this Section 16, as its interests may appear, and need not pay over to the other party any proceeds of such insurance.

17. **LANDLORD’S ACCESS.** Landlord may enter any part of the Premises at all reasonable hours and upon reasonable prior notice (or, in any emergency, at any hour), to (i) inspect, test, clean, or make repairs, alterations and additions to the Complex or the Premises as Landlord is obligated to make hereunder, or (ii) provide any service which Landlord is now or hereafter obligated to furnish, or (iii) show the Premises to prospective lenders, purchasers or (during the last twelve (12) months of the Term) tenants and, if the Premises have been permanently vacated by Tenant, to prepare the Premises for occupation. Rent will not abate because of Landlord’s entry.

18. **SURRENDER OF PREMISES.** Upon the expiration or earlier termination of this Lease, Tenant will surrender the Premises to Landlord vacant, broom clean, in as good repair and condition as when Tenant first occupied the Premises, except for reasonable wear and tear and for damage or destruction by fire or other casualty, and will concurrently deliver to Landlord all keys to the Premises, and restore any locks which Tenant has changed to the system which existed at the commencement of the Term. If possession is not immediately surrendered, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying them, or any part thereof.

(a) **Leasehold Improvement and Fixtures.** Upon surrendering the Premises, Tenant will remove Tenant’s personal property, trade fixtures, equipment and furniture in or upon the Premises. But all initial construction (subject to the provisions of the preceding sentence), including, without limitation, the Tenant Improvements, and all subsequent Alterations will remain in the Premises without compensation to Tenant. All removals by Tenant will be accomplished in a good and workmanlike manner so as not to damage any portion of the Complex. If Tenant does not so remove any property which Tenant has the right or duty to
remove within ten (10) days after notice to Tenant, Landlord may either claim it as abandoned property, or remove, store and dispose of it in any manner Landlord may choose, at Tenant’s cost and without liability to Tenant or any other party.

(b) **Holding Over.** If Tenant does not surrender the Premises on the expiration or earlier termination of this Lease, such failure to surrender shall create a tenancy at sufferance only, on all the terms of this Lease, except that the monthly Minimum Rent shall automatically be increased to one hundred fifty percent (150%) of the monthly Minimum Rent payable by Tenant during the last full calendar month of the Term or Renewal Term.

19. **TENANT’S PROPERTY TAXES.** Tenant is liable for all taxes levied or assessed against Tenant’s personal property or fixtures placed or installed in the Premises, and will pay Landlord within thirty (30) days after receipt of tax bills therefore the amount any taxes levied or assessed against Landlord allocable to personal property or fixtures.

20. **PARKING.** At all times during the Term of this Lease and any renewals or extensions thereof and conditioned upon this Lease being in effect and there being no Event of Default by Tenant under this Lease, Tenant is permitted access to the reasonable and nonexclusive use of the structured parking facilities associated with the Complex (the "Parking Garage") for the parking of four (4) vehicles, at no charge to Tenant. Tenant shall not abuse its privileges with respect to the parking facilities and shall use same in accordance with Landlord’s reasonable directions.

21. **SECURITY DEPOSIT.** Tenant has deposited the Security Deposit with Landlord as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease upon Tenant’s part to be performed, which said sum shall be returned to Tenant within thirty (30) days after the time fixed as the expiration of the term herein, provided Tenant has fully and faithfully carried out all of said terms, covenants and conditions of Tenant’s part to be performed. In the event of a bona fide sale, subject to this Lease, Landlord shall have the right to transfer the security to the vendee for the benefit of Tenant and provided such vendee has assumed all obligations of Landlord hereunder, Landlord shall be considered released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this Lease shall not be mortgaged, assigned or encumbered by Tenant without written consent of Landlord.

22. **DEFAULT AND REMEDIES.**

(a) **Events of Default.** It shall be an “Event of Default” if:

(i) Tenant fails to make any payment of Rent due hereunder within ten (10) days after receipt of written notice from Landlord (unless a longer time for payment is permitted under this Lease);

(ii) Tenant fails to comply with any other obligation, term, covenant, provision or condition under this Lease and does not cure such failure within thirty (30) days after receipt notice from Landlord, unless such obligation, term, covenant, provision or condition
cannot reasonably be performed within thirty (30) days, provided Tenant commences such
performance within thirty (30) days and diligently performs same;

(iii) Tenant becomes insolvent, makes a transfer in fraud of creditors or an
assignment for the benefit of creditors, admits in writing Tenant's inability to pay Tenant's debts
as they become due, or files a petition under any section or chapter of the United States
Bankruptcy Code or any similar law or statute; or an order for relief is entered with respect to
Tenant in any bankruptcy, reorganization or insolvency proceedings; or a pleading seeking such
an order is not discharged or denied within sixty (60) days after its filing; or a receiver or trustee
is appointed for all or substantially all assets of Tenant or of the Premises or any of Tenant's
property located thereon in any proceeding brought by Tenant, or any receiver or trustee is
appointed in any proceeding brought against Tenant and not discharged within sixty (60) days
after appointment or Tenant does not contest such appointment; or any part of Tenant's estate
under this Lease is taken by process of law in any action against Tenant;

(iv) Any levy or attachment upon the leasehold interest of Tenant under this
Lease which is not dismissed within sixty (60) days after Tenant receives notice of same.

(b) Acceleration of Rent; Lease Termination. If Tenant commits, or allows an Event
of Default to occur, the net present value of the entire Minimum Rent for the remaining balance
of the Term, discounted at a rate of six percent (6%) per annum, shall at Landlord's option,
immediately become due and payable in advance. In such event, Landlord shall serve upon
Tenant written notice of such acceleration. At such time Landlord may also serve on Tenant
written notice as to the effective date of termination of this Lease or, at Landlord's option,
termination of Tenant's right to possession of the Premises without terminating this Lease. In
such event Tenant shall have no right to avoid such termination by payment of any sum due or
by the performance of any condition, obligation, term or covenant broken, but immediately shall
surrender quiet and peaceable possession of the Premises to Landlord. Notwithstanding any
statute, rule of law or decision of any court to the contrary, Tenant shall remain liable, even after
termination of this Lease, for Rent (including accelerated Rent) due or to become due hereunder
and for all damages caused by any or all of Tenant's non-payment defaults under this Lease.
Notwithstanding the foregoing, the provisions set forth in this Paragraph concerning the
acceleration of Rent shall not be applicable solely as a consequence of Landlord's or Tenant's
election to terminate this Lease pursuant to the terms hereof.

(c) Right of Landlord to Perform. All covenants and agreements to be performed by
Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost
and expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money,
other than Rent, required to be paid by it hereunder within ten (10) days after receipt of written
notice therefor, or shall fail to perform any other act on its part to be performed hereunder, and
such failure shall continue for thirty (30) days after written notice thereof by Landlord unless
such act cannot reasonably be performed within thirty (30) days, and Tenant commences such
performance within such thirty (30) days diligently performs same, Landlord may, but shall not
be obligated to do, and without waiving or releasing Tenant from any obligations of Tenant,
make any such payment or perform any such act on Tenant's part to be made or performed as in
this Lease provided. All sums so paid by Landlord, together with interest thereon at the Default
Rate, as defined herein, from the date of such payments by Landlord, shall be payable as
Additional Rent to Landlord on demand, and Tenant covenants to pay any such sums, and Landlord shall have, in addition to any other right or remedy of Landlord, the same rights and remedies in the event of nonpayment thereof by Tenant as in the case of default by Tenant in the payment of the Rent.

(d) Reentry: Reletting. In case this Lease or Tenant’s right to possession of the Premises shall be terminated as aforesaid, then Landlord, may, with appropriate legal process, reenter the Premises, repossess the Premises, expel or remove Tenant and any others who may be occupying or are within the Premises and remove their property from the Premises (without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, such claims for damages hereby waived by Tenant) and terminate all services to Tenant and its subtenants, if any. Landlord shall use commercially reasonable efforts to attempt to relet the Premises or any part thereof. Such reletting may at Landlord’s option be for a term which is less than or exceeds the period which would otherwise have constituted the balance of the Term, and Landlord may grant concessions or free rent to make improvements or additions to the Premises in order to facilitate reletting of the same, so long as Landlord’s actions are commercially reasonable. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. Landlord shall receive and collect all rents received from such reletting (during the balance of the Term) and shall first apply such rents against the expenses which Landlord may have incurred in recovering possession of the Premises, placing the same in good order and condition for re-letting and such other expenses (including brokers’ commissions, reasonable attorneys’ fees and other legal costs) which Landlord may have incurred in connection with such repossessions and reletting, and apply the remaining rentals as credits against all rentals due and owing from Tenant to Landlord. The balance, if any, may be retained by Landlord. No such reentry by Landlord shall be deemed to be an acceptance of surrender by Tenant of this Lease or of the Premises.

(e) Acceptance of Delinquent Rentals. The acceptance by Landlord of delinquent rentals hereunder with knowledge of a breach by Tenant of any covenant herein or condition broken shall not, in and of itself, be deemed a waiver of such breach or condition broken, and any pending eviction proceedings or actions for monetary damages may be prosecuted further by Landlord without prejudice based upon this action alone.

(f) Cumulative Remedies. All of Landlord’s rights and remedies herein set forth (as well as those provided for at law and in equity) shall be cumulative and not exclusive and may be pursued simultaneously or separately at the sole option of Landlord. The pursuit of any remedy shall not constitute a waiver or forfeiture of any Rent or other sum due to Landlord hereunder or any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or any of its agents shall be deemed a termination of this Lease, or acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of the Premises shall be valid unless in writing and signed by a duly authorized agent of Landlord. Forbearance by Landlord in enforcing one or more of the rights or remedies provided herein or under any law upon an Event of Default shall not be deemed or constitute a waiver of such default or of Landlord’s right to enforce any such rights or remedies with respect to such default or any subsequent default.
(g) **Past Due Sums: Interest.** If Tenant fails to pay, when the same is due and payable, any Minimum Rent, Additional Rent or other sum required to be paid by it hereunder, such unpaid amounts shall bear interest beginning on the due date thereof to the date of payment at the Default Rate, as defined herein (except that no such interest shall accrue on Late Charges). Notwithstanding the foregoing, however, Landlord’s right concerning such interest shall be limited by the maximum amount which may properly be charged by Landlord for such purposes under applicable law. Default Rate shall mean the Prime Rate published by the *Wall Street Journal*, or its successor, from time to time, plus five (5%) percent, unless such interest rate is higher than the maximum interest rate allowable by law, in which event the maximum interest rate allowable by law to be charged by a lender shall be the Default Rate.

23. **ATTORNEYS’ FEES.** Each party shall pay to the other party upon demand all attorneys’ fees and all expenses and court costs of such party incurred in enforcing any of the obligations of the other party under this Lease.

24. **WAIVERS.** Each party irrevocably waives any right to trial by jury with respect to any dispute, claim, action or proceeding relating to this Lease, the Premises, or the acts, omissions, obligations or liabilities of the respective parties hereto, whether sounding in contract, tort, equity, or otherwise.

25. **SUBORDINATION.** This Lease and all rights of Tenant under this Lease shall be subject and subordinate to any of the following, and any modifications thereof, which may hereafter affect any portion of the Complex: (i) any mortgages, (ii) any ground or underlying lease covering any part of the Complex, (iii) any applicable laws, rules, statutes and ordinances of any governmental authority having jurisdiction, and (iv) all utility easements and agreements. On sale by foreclosure of a mortgage or sale in lieu of foreclosure, Tenant will attorn to the purchaser if requested by such purchaser, and recognize the purchaser as the Landlord under this Lease, provided such purchaser recognizes Tenant as the holder of Tenant’s interest under the Lease. Upon demand from time to time, Tenant shall execute, acknowledge and deliver to Landlord any reasonable instruments and certificates necessary or proper to evidence such subordination and/or attornment as set forth herein. Landlord hereby represents and warrants to Tenant that as of the date hereof, the Building is not encumbered by any mortgage, deed of trust or similar security interest.

26. **RULES AND REGULATIONS.** Tenant and Tenant’s Employees shall comply with the Rules and Regulations (as reasonably changed from time to time as therein provided) attached hereto, made a part hereof and marked **Exhibit B** provided such Rules and Regulations do not conflict with any of the terms and conditions of this Lease or affect Tenant’s use or occupancy of the Premises and are applied by Landlord to all tenants and occupants of the Complex in a non-discriminatory manner.

27. **ESTOPPEL STATEMENT.** Upon not less than twenty (20) days’ prior request by Landlord. Tenant will from time to time execute and deliver to Landlord a certification in writing as to such matters as may reasonably be requested including, without limitation, that (except as may be specified in said certificate), this Lease is unmodified and in full effect, that rent has been paid to and only to the end of the current month, and that to the knowledge of the signer of the certificate (after due investigation) no default exists under this Lease. Any such
certification delivered may be relied upon by Landlord and by any actual or prospective purchaser or mortgagee of any part of the Complex or of any interest in Landlord.

28. **NO PERSONAL LIABILITY.** Any liability of Landlord and Landlord’s employees, officers, directors, or principals to Tenant and Tenant’s Employees under this Lease, or arising from the relationship under it, is limited to the interest of Landlord in the Complex, and Landlord and Landlord’s employees, officers, directors, or principals shall not be personally liable for any deficiency. This clause does not limit or deny any remedies which do not involve personal liability.

29. **PAYMENTS AND NOTICE.** All payments required to be made by Tenant to Landlord are to be paid to Landlord, without prior demand except as may be specified and without any set-off, deduction or counterclaim whatsoever (except as permitted hereunder or by applicable law), in legal tender of the United States of America at the address set forth on the invoice or, if no invoice is submitted or no address is set forth, at the address for Landlord set forth on this Lease or at any other address as Landlord may specify from time to time by written notice delivered in accordance with this Section 29. Any notice or document required or permitted to be delivered shall be considered given when actually received when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set forth on this Lease or at such other address as they may specify from time to time by written notice delivered in accordance with this Section 29.

30. **RIGHTS RESERVED BY LANDLORD.** In addition to other rights retained or reserved, Landlord reserves the following rights, exercisable by written notice and without liability to Tenant and without effecting an eviction, constructive or actual, or in any way diminishing Tenant’s obligations: (a) to change the name or street address of the Complex; (b) to install, affix and maintain any and all signs on the exterior and interior of the Complex; (c) to designate and approve, prior to installation, all types of exterior window treatments; (d) the exclusive right to designate, limit, restrict and control any business and any service in or to the building or Complex or its tenants; (e) to keep, and to use in appropriate instances, keys to all doors into the Premises (no exterior locks shall be changed or added without the prior written consent of Landlord which consent shall not be unreasonably withheld); (f) to decorate and make repairs, alterations, additions, changes or improvements whether structural or otherwise (specifically including, without limitation, those in conjunction with Landlord’s construction of additional buildings in the Complex), in and about any part of the Complex, and to enter the Premises for these purposes and, during such work, to temporarily close doors, entryways, public space and corridors in the Complex provided Tenant’s access, use or occupancy of the Premises is not affected, to interrupt or temporarily suspend Complex services and facilities upon proper notice to Tenant, and to change the arrangement and location of entrances or passageways, windows, doors and doorways, corridors, elevators, stairs, toilets, or other public parts of the Complex; (g) to reasonably approve the weight, size and location of safes and other heavy equipment and articles in and about the Premises and the Complex, and to require all such items and furniture to be moved into and out of the Complex and Premises only at times and in manner as Landlord reasonably directs (movement of Tenant’s property are entirely at the risk and responsibility of Tenant, and Landlord reserves the right to require permits before allowing any property to be moved into or out of the Complex); (h) to have access for Landlord and other tenants of the Complex to any mail chutes located on the Premises according to the rules of the
United States Postal Service; and (i) to take all reasonable measures Landlord considers advisable for the security of the Complex and its occupants.

31. **BROKERS.** Each party represents and warrants to the other party that it has had no dealing with any broker or agent, other than Broker, in connection with the negotiation or execution of this Lease. Landlord shall indemnify and hold Tenant harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges (including reasonable attorney’s fees and disbursements) claimed by any other broker or agent with respect to this Lease (including Broker), or resulting from a breach of the representations or warranties set forth in this Section 31. Tenant shall indemnify and hold Landlord harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges (including reasonable attorney’s fees and disbursements) claimed by any other broker or agent with respect to this Lease (other than Broker), or resulting from a breach of the representations or warranties set forth in this Section 31. Landlord shall pay the fees and commissions due Broker in connection with the Extension Term pursuant to a separate agreement. Landlord shall not be responsible for any fees or commissions payable to any brokers in connection with the Renewal Terms. The provisions of this Section 31 shall survive the termination of this Lease.

32. **MISCELLANEOUS PROVISIONS.**

   (a) **Covenant of Quiet Enjoyment.** Subject to all of the terms and conditions of this Lease, Tenant shall enjoy peaceable and quiet possession of the Premises without any disturbance from Landlord or from any other person claiming by, through or under Landlord, subject to the terms of this Lease and to any mortgages, ground leases or other matters to which this Lease is subject and subordinate.

   (b) **Employees.** Where either party agrees not to do a particular thing, it also agrees not to permit its employees to do so. Where either party waives rights against the other party it also waives the same rights against the other party’s employees. That waiver shall be considered a waiver on behalf of the party making it, of all that party’s employees, and of anyone claiming under any of them, including insurers and creditors.

   (c) **Landlord’s Costs.** Where Tenant is required to pay or reimburse Landlord for the costs of any item, the cost shall be the reasonable and customary charge for such item, and such costs shall be deemed Additional Rent hereunder.

   (d) **Late Payments.** If any sums due hereunder are not paid within ten (10) days after they are due and payable, Tenant shall also pay a late charge of two percent (2%) of all such past due amounts, plus interest from the date due at six percent (6%) per annum compounded monthly.

   (e) **Invoices.** Tenant will promptly notify Landlord of any dispute it may have regarding Landlord’s invoices. If Tenant does not notify Landlord within one (1) year after receiving the invoice, it is conclusively deemed to have agreed to the invoice and all underlying facts.
(f) **Business Days and Hours; Holidays.** "Business days" means Monday through Friday (except for holidays), "normal business hours" means 8:00 a.m. to 6:00 p.m. on business days, and "holidays" means those days designated by the government of the United States as the holidays for New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and such other holidays as may be designated in the Rules and Regulations.

(g) **Severability.** Every covenant and obligation contained in this Lease, including the obligation to pay Rent, is and shall be construed to be a separate and independent covenant and obligation. If any term or provision of this Lease or its application to any person or circumstance is invalid and unenforceable to any extent, the remainder of this Lease, as well as such term or provision as otherwise applied, shall not be affected thereby.

(h) **No Merger of Estates.** There shall be no merger of this Lease or the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, any interest in this Lease or the leasehold estate created, as well as, any interest in the fee estate in the Premises.

(i) **Force Majeure.** When a period of time is herein prescribed for action to be taken by Landlord or Tenant, Landlord and Tenant shall not be liable or responsible for, and there is excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other cause of any kind whatsoever which are beyond the control of Landlord or Tenant.

(j) **Joint and Several Liability.** If there is more than one Tenant the obligations imposed upon such parties are joint and several obligations of each of them, and Landlord need not first proceed against any of them before proceeding against the others, nor shall any Guarantor be released from its guarantee for any reason whatsoever, including, without limitation, any amendment of this Lease, any forbearance by Landlord or waiver of any of Landlord’s rights, the failure to give any Tenant any notices, or the release of any party liable for the payment of Tenant’s obligations.

(k) **Governing Law.** Pennsylvania law governs this Lease. Neither party will record this Lease or a copy or memorandum thereof. The submission of this Lease to Tenant is not an offer nor does Tenant have any rights unless and until each party executes a copy of this Lease and delivers the same to the other. All covenants, agreements, terms and conditions to be observed and performed by the parties are binding upon their respective heirs, personal representatives, successors and assigns.

(l) **Interpretation of Lease.** This Lease is the entire agreement between the parties concerning the subject matter, superseding any prior agreements and without any implied agreements, warranties or understandings. This Lease shall not be binding upon or enforceable by either party until fully executed by both Landlord and Tenant. No rights, easements or licenses are acquired by Tenant by implication (including any such implication which might arise from Exhibit A hereto) or otherwise except as expressly set forth in this Lease. The headings in this Lease are for convenience only and shall not affect the meaning of the text. Words of any gender include any other gender, and words in the singular number include the plural, unless the context otherwise requires. The term “hereunder” or similar terms refers to this
Lease as a whole. If any context in which any defined term is used clearly conflicts with the definition thereof, said context shall control only for that use, and clearly related uses, of such term.

33. **OMITTED.**

34. **HAZARDOUS MATERIALS.** Landlord represents to Tenant that, on the date of this Lease and to the best of Landlord’s knowledge, Landlord has not received notice from any governmental authority to the effect that Landlord or the Complex is in violation of any legal requirements concerning the presence of Hazardous Materials, as defined herein, in the Complex. In the event that, at any time during the Lease Term, the Premises shall become contaminated by any Hazardous Materials, and such contamination shall not be attributable to (1) any act or omission of Tenant or of any person within Tenant’s control, (2) any act of Landlord or of any person within Landlord’s control, or (3) the occurrence of a fire or other casualty, then the following provisions shall apply. If such contamination shall have entered the Premises through any other portion of the Complex, then it shall be Landlord’s obligation, at Landlord’s own cost and expense, to remove or otherwise remediate, as required by applicable legal requirements such Hazardous Materials. If such contamination shall have entered the Premises through any of Tenant’s or its employees, invitees or guests, it shall be Tenant’s obligation, at Tenant’s own cost and expense, to remove or otherwise remediate, as required by applicable legal requirements, such Hazardous Materials. The term “Hazardous Materials” shall mean any flammables, explosives, radioactive materials, biologically or chemically active or other toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products. Substances defined or listed as “hazardous substances” or “toxic substances” or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601 et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. section 6010 et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. 2601, et seq., any “toxic pollutant” under the Clean Water Act, 33 U.S.C. section 466 et seq., as amended, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. section 7401 et seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. section 1802 et seq., and any hazardous or toxic substances or pollutant regulated under any other requirements. Hazardous Materials shall not apply to standard office cleaning supplies in limited quantities, if and to the extent permitted by applicable legal requirements.

35. **SIGNAGE.** Tenant shall have the exclusive right of erecting signs in connection with its business at the Premises, provided, however, that no sign shall be in violation of existing ordinances relating thereto and further that Tenant shall be responsible for all costs associated therewith.

36. **SECURITY SYSTEMS.** Landlord will no later than the Commencement Date, install in the Building at its expense a fire and life safety system in compliance with applicable municipal code requirements, all of which shall permit 24 hour access by Tenant to the parking area, Building and the Premises. Tenant, at its sole cost and expense, may install a security system to service the Premises.
This Page Left Intentionally Blank.
IN WITNESS WHEREOF, this Lease is hereby executed in multiple originals as of the date first above stated.

LANDLORD:

By: [Name]
Title: President

Landlord’s Address:

TENANT:

PA OPTIONS FOR WELLNESS LANCASTER, LLC.

By: [Name]

Tenants Address:
Prior to Commencement Date:

After Commencement Date: At the Premises
PROPERTY OWNER/ LANDLORD AUTHORIZATION FOR INSPECTION AND RIGHT TO OPERATE A MEDICAL MARIJUANA BUSINESS

I further authorize the Commonwealth of Pennsylvania to enter this property for inspection purposes.

I am aware of the risks associated with leasing property to a Marijuana Business.

I declare under penalty of perjury that the foregoing information is true and correct. Executed the 18th day of March, 2017, in Harrisburg, Pennsylvania.

(Signature)

[Signature]

President of IBS Development Corporation
Affidavit of Business History

State of __________  )
) ss: __________
County of __________  )

The undersigned, __________, hereby certifies the following:

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

<table>
<thead>
<tr>
<th>Name of individual</th>
<th>Role (principal, operator, financial backer or employee)</th>
<th>Business name and address</th>
<th>Position of management or ownership of a controlling interest</th>
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I hereby certify that all information is true and correct and that there is no misrepresentation, falsification or omissions in this affidavit. I am further aware that any false or misleading statement or omitted information is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

Signature of Affiant and Title       Date

Pennsylvania Department of Health
Affidavit of Business History

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

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

[Signature]

Signature of Affiant and Title: [Title]

Date: [Date]
Affidavit of Business History

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

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[Signature]

Signature of Applicant

[Date]
Affidavit of Business History

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

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Affidavit of Criminal Offense

Principal(s):

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

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

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

Name(s): __________________________________________
Offense(s): ______________________________________

Operator(s):

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

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

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

Name(s): __________________________________________
Offense(s): ______________________________________

Financial Backer(s):

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

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

Name(s): ____________________________
Offense(s): __________________________

[Signature]

Date: ____________________________
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

AFFIDAVIT OF CAPITAL SUFFICIENCY

For the following applicant:

hereby certify that the Applicant named has at least $150,000 on deposit with one or more financial institutions:
<table>
<thead>
<tr>
<th>Type of Capital</th>
<th>Source of Capital</th>
<th>Name and address of financial institution</th>
<th>Account number</th>
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I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omissions in this affidavit. I am further aware that any false or misleading statement or omitted information is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

Signature of Affiant and Title

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature
Attachment J: Sample Medical Marijuana Product Label

Instructions:
- Provide a sample label for each medical marijuana product you expect to produce
- Complete this cover sheet. Scan this sheet and the sample labels and save it as a PDF file called “Attachment J,” using the appropriate file name format

Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other official documents:
PA Options For Wellness Lancaster, LLC

Trade names and DBA (doing business as) names:
.600mg Sativa Vape Pen Cartridge

Active Ingredients: __% THC  __%CBD

Form / Quantity / Doses:
Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

Packaging Date: 20 MAR 17
Prepared / Packaged By: [Name]

Use By Date: 20 JUN 17
Shipped By: [Name]

List the date of expiration of the medical marijuana

List the amount of individual doses container within the package and the species and percentage of THC and CBD

Include a warning that unauthorized use is unlawful and will subject the purchaser to criminal penalties.

Include the name, address and permit number of the grower/processor.

State the employee ID number of the employee preparing the package and packaging the medical marijuana.

Contain a warning that the medical marijuana must be kept in the original container in which it was dispensed.

Contain instructions for proper storage of the medical marijuana in the package.

Be made weather-resistant and tamper-resistant materials.

Be conspicuously placed on package.

Prior written approval of the Department will be obtained regarding the content of any label to be affixed to a medical marijuana package.

Cannot contain 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.

List the date the medical marijuana was packaged.

State the employee ID number of the employee preparing the package and packaging the medical marijuana.

Include the date the medical marijuana was packaged.

Contain the name and address of the dispensary to which the package is to be sold.

Include the form, quantity and weight of medical marijuana included in package.

Contain the following warning stating: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children.

Cannot contain any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.

Cannot contain any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.

Cannot contain any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.

Be easily Readable
Vape Pen Cartridge
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
(Focused on Improving the Quality of Life and Wellness)

PRODUCT ID: 2017001 | BATCH: 420
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [REDACTED]
Quantity / Doses: 1 UNIT – 300 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX
USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Vape Pen Cartridge
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
—Focused on Improving the Quality of Life and Wellness—

PRODUCT ID: 2017002 | BATCH: 421
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [Redacted]
Quantity / Doses: 1 UNIT – 300 doses
Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant's pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Vape Pen Cartridge
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness

PRODUCT ID: 2017003 | BATCH: 422
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [redacted]

Quantity / Doses: 1 UNIT – 300 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX
USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Vape Pen Cartridge
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
Focused on Improving the Quality of Life and Wellness

PRODUCT ID: 2017004 | BATCH: 423
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [Redacted]
Quantity / Doses: 1 UNIT – 500 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: [Redacted]
PREPARED / Packaged BY: [Redacted]

USE BY DATE: [Redacted]
SHIPPED BY: [Redacted]
Vape Pen Cartridge
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
Focused on Improving the Quality of Life and Wellness

PRODUCT ID: 2017005 | BATCH: 424
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [redacted]
Quantity / Doses: 1 UNIT – 500 doses
Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX
USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Vape Pen Cartridge
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
Focused on Improving the Quality of Life and Wellness

PRODUCT ID: 2017006 | BATCH: 425
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [redacted]
Quantity / Doses: 1 UNIT – 300 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Panacea 5X Pain Cream

Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 2017007 | BATCH: 426

Store at Room Temperature, No Extreme Heat.

PA Options for Wellness

Active Ingredients: [redacted]

Quantity / Doses: 300mg – 150 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX

PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX

SHIPPED BY: XX-XX-XX
Panacea 5X Pain Cream
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 2017008 | BATCH: 427

Store at Room Temperature, No Extreme Heat.

Active Ingredients: [Redacted]
Quantity / Doses: 100mg – 50 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. **Keep out of reach of children.** This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Panacea 5X Pain Cream
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
-Focused on Improving the Quality of Life and Wellness-

PRODUCT ID: 201709 | BATCH: 428
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [Redacted]
Quantity / Doses: 50mg – 25 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Panacea 5X
Ultimate Pain Cream
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
Focused on Improving the Quality of Life and Wellness

PRODUCT ID: 2017010 | BATCH: 429
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [Redacted]
Quantity / Doses: 300mg - 150 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Panacea 5X
Ultimate Pain Cream
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 20170111 | BATCH: 430
Store at Room Temperature, No Extreme Heat.

PA Options for Wellness
-Focused on Improving the Quality of Life and Wellness-

Active Ingredients: [Redacted]
Quantity / Doses: 100mg - 50 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Panacea 5X
Ultimate Pain Cream
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 2017012 | BATCH: 431
Store at Room Temperature, No Extreme Heat.

PA Options for Wellness
-Focused on Improving the Quality of Life and Wellness-

Active Ingredients: [Redacted]
Quantity / Doses: 50mg – 25 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Panacea 15X Extra Strength Pain Cream

Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
Focused on Improving the Quality of Life and Wellness

PRODUCT ID: 2017013 | BATCH: 432
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [REDACTED]
Quantity / Doses: 900mg – 150 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Panacea 15X Extra Strength Pain Cream
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
Focused on Improving the Quality of Life and Wellness

PRODUCT ID: 2017014 | BATCH: 433
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [redacted]
Quantity / Doses: 300mg – 50 doses
Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX
USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Panacea 15X Extra Strength Pain Cream

Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 2017015 | BATCH: 434

Store at Room Temperature, No Extreme Heat.

PA Options for Wellness

Active Ingredients: [Redacted]

Quantity / Doses: 150mg – 25 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Panacea 2X CBD Lotion

Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 2017016 | BATCH: 435

Store at Room Temperature, No Extreme Heat.

PA Options for Wellness

(Focused on Improving the Quality of Life and Wellness)

Active Ingredients: [Redacted]

Quantity / Doses: 300mg – 150 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Panacea 2X CBD Lotion

Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 2017017 | BATCH: 436

Store at Room Temperature, No Extreme Heat.

PA Options for Wellness

Focused on Improving the Quality of Life and Wellness

Active Ingredients: [Redacted]

Quantity / Doses: 100mg – 50 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX

PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX

SHIPPED BY: XX-XX-XX
Active Ingredients: [Redacted]

Quantity / Doses: 50mg – 25 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.
RDI Syringe Oil
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
Focus on Improving the Quality of Life and Wellness

PRODUCT ID: 2017019 | BATCH: 438
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [redacted]
Quantity / Doses: 100mg -10 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
PA Options for Wellness

RDI Syringe Oil
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 2017020 | BATCH: 439
Store at Room Temperature, No Extreme Heat.

Active Ingredients:

Quantity / Doses: 100mg – 10 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
RDI Syringe Oil
Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
Focused on Improving the Quality of Life and Wellness

PRODUCT ID: 2017021 | BATCH: 440
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [Redacted]
Quantity / Doses: 100mg – 10 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Tincture

Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 2017022 | BATCH: 441

Store at Room Temperature, No Extreme Heat.

PA Options for Wellness

Focused on Improving the Quality of Life and Wellness

Active Ingredients: [redacted]
Quantity / Doses: 100mg –10 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Tincture

Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 2017023 | BATCH: 442

Store at Room Temperature, No Extreme Heat.

Active Ingredients: [Redacted]

Quantity / Doses: 100mg - 10 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX
USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Tincture

Solvent Free | Additive Free | Lab Tested

PA Options for Wellness

PRODUCT ID: 2017024 | BATCH: 443

Store at Room Temperature, No Extreme Heat.

Active Ingredients: [Redacted]

Quantity / Doses: 100mg - 10 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX

PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX

SHIPPED BY: XX-XX-XX
Capsule

Solvent Free | Additive Free | Lab Tested

PA Options for Wellness
~Focused on improving the quality of life and wellness~

PRODUCT ID: 2017025 | BATCH: 444

Store at Room Temperature, No Extreme Heat.

Active Ingredients: [Redacted]

Quantity / Doses: 100mg - 10 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant's pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
Active Ingredients: [Redacted]

Quantity / Doses: 100mg - 10 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.
Capsule

Solvent Free | Additive Free | Lab Tested

PA Options for Wellness

PRODUCT ID: 2017027 | BATCH: 446
Store at Room Temperature, No Extreme Heat.

Active Ingredients: [Redacted]

Quantity / Doses: 100mg – 10 doses

Warning: This product is for medical use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. This product must be kept in the original container in which it was dispensed. The sharing, giving away or selling of this product is illegal.

PACKAGING DATE: XX/XX/XX
PREPARED / PACKAGED BY: XX-XX-XX

USE BY DATE: XX/XX/XX
SHIPPED BY: XX-XX-XX
CannaKids

20:1

THC Tincture

HYBRID

5mg/mL THC
150mgs Total
1oz (30mL)
65% THC / 3% CBD

FOR MEDICAL USE ONLY

WHOLE PLANT MEDICAL CANNABIS & MCT OIL TINCTURE

SCHEDULE I CONTROLLED SUBSTANCE

FOR A NURSE'S GUIDANCE: WWW.CANNAKIDS.ORG

MANUFACTURE DATE: XX/XX/XX
MANUFACTURER: XX/XX/XX
LAB TESTED BY: XX/XX/XX

CA HHS CODE: 11.36.5.1/322.0

ORGANIC, food grade, vegan, non-GMO MCT Oil, made from coconuts.

STORAGE: Store in a cool, dark place away from heat and direct sunlight. Keep out of reach of children. Store in a cool, dark place. Do not subject to heat or direct sunlight.

WARNING: Women should consult a doctor or nurse before using. Do not take this product if you are pregnant. 

75mg THC / 2.25mg CBD

<table>
<thead>
<tr>
<th>Compound</th>
<th>mg/mL</th>
</tr>
</thead>
<tbody>
<tr>
<td>THC</td>
<td>0.25</td>
</tr>
<tr>
<td>CBD</td>
<td>0.06</td>
</tr>
<tr>
<td>CBC</td>
<td>0.07</td>
</tr>
<tr>
<td>CBN</td>
<td>0.07</td>
</tr>
<tr>
<td>CBG</td>
<td>0.06</td>
</tr>
<tr>
<td>CBL</td>
<td>0.07</td>
</tr>
</tbody>
</table>

CONTRAINDICATIONS:

- Pregnancy
- Nursing
- Breastfeeding

PREPARED/PACKAGED BY: XX/XX/XX

MANUFACTURED BY: XX/XX/XX

IN COMPLIANCE WITH: XX/XX/XX

WWW.CANNAKIDS.ORG
20:1

THC Tincture

HYBRID

5mg/mL THC
150mgs Total
1oz (30mL)
65% THC / 3% CBD
1:1 THC & CBD Tincture

HYBRID

5mg/mL THC + 5mg/mL CBD

300mgs Total

1oz (30mL)

35% THC / 35% CBD
# CannaKids Tincture

**Product:** 1:1 THC & CBD Tincture

**Type:** Hybrid

**Dosage:**
- 5mg/mL THC + 5mg/mL CBD
- 300mgs Total

**Use:**
- 1oz (30mL)
- 35% THC / 35% CBD

**Additional Information:**
- **Warning:** Women should not consume during pregnancy or while breastfeeding.
- **Storage:** Store in a cool, dry place.

## Nutritional Information

<table>
<thead>
<tr>
<th>Serving</th>
<th>THC</th>
<th>CBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.5mL</td>
<td>0.05</td>
<td>0.05</td>
</tr>
<tr>
<td>1mL</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>1.5mL</td>
<td>0.15</td>
<td>0.15</td>
</tr>
</tbody>
</table>

**Total Servings:** 30

**Manufacturer:**
- **Date:** Dec 2016
- **State:** Oregon

**Prepared/Packaged By:**
- **Date:** 12/10/16

**Additional Notes:**
- **Warning:** For a NURSES' GUIDANCE, consult a medical professional.

**Website:** [WWW.CANNAKIDS.ORG](http://www.cannakids.org)
Cannakids' 20:1 CBD Tincture

10mg/mL CBD
300mg Total CBD
3% THC / 68% CBD

FOR MEDICAL USE ONLY
PRODUCT: XX-XX-XX | LOT: XXX
USE BY: XX/XX/XX

WHOLE PLANT MEDICAL CANNABIS & MCT OIL TINCTURE SCHEDULE I CONTROLLED SUBSTANCE

RECOMMENDED USE:
Insert a syringe into the top of the bottle, turn upside down and wait until the cannabidiol medicine. Administer starting dose of no more than 5mgs. For further dosing guidance, consult a nurse at www.Cannakids.org.

STORAGE:
Store in a cool, dark place away from direct sunlight and high heat. Keep in original container in which it is dispensed.

WARNING:
Women should not consume during pregnancy or breastfeeding except on the advice of the practitioner who issued the doctor's order. Store at room temperature in the dark. Keep out of reach of children. This product is not intended for use in the EU. The sharing, giving away, or selling of this product is illegal.

Serving Size 1 mL | Total Servings: 0

<table>
<thead>
<tr>
<th>Cannabinoids</th>
<th>mg/mL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CBD</td>
<td>10.0</td>
</tr>
<tr>
<td>THC</td>
<td>0.50</td>
</tr>
<tr>
<td>CBG</td>
<td>0.02</td>
</tr>
<tr>
<td>CBDv</td>
<td>0.14</td>
</tr>
<tr>
<td>CBDa</td>
<td>0.16</td>
</tr>
<tr>
<td>CBN</td>
<td>0.06</td>
</tr>
<tr>
<td>Terpenes</td>
<td></td>
</tr>
<tr>
<td>Terpinolene</td>
<td>0.40</td>
</tr>
<tr>
<td>Linalool</td>
<td>0.42</td>
</tr>
<tr>
<td>Beta Caryophyllene</td>
<td>0.37</td>
</tr>
<tr>
<td>Humulene</td>
<td>0.62</td>
</tr>
<tr>
<td>Bisabolol</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Organic, food grade, vegan, non-GMO MCT oil, GRAS food grade flavoring (sugar-free, non-caridogenoid, terpenes, whole plant cannabis oil).

MANUFACTURED DATE: December, 2016
LAB TESTED BY: SCL Analytical

In compliance with CA H&S Code 11362.5-11362.7 SB 420 & Prop 215
PRODUCED, PROCESSED & MANUFACTURED BY: PA Options Inc. MT, PA
Business Campus Dr; 1039, 17020

WWW.CANNAKIDS.ORG
THCa

1oz (30mL)
12.5mg/mL THCa
24% THC / 0% CBD

For Medical Use Only. Product: XX-XX-XX/LOT: XXX

Manufactured Date: [Date]

Recommended Use:

For whole plant medical Cannabinoids & MCT Oil Tincture

Stability:

Store in cool, dry place away from direct sunlight.

Selling Price:

[Price]

SOLD AT:

[Location]

Prepared & Packaged By:

[Preparer]

For a Nurse's Guidance:

[Guidance]

California Proposition 65 Warning:

This product contains cannabis which is known to cause birth defects or other reproductive harm. Please consult your healthcare provider before use.
CannaKids™
Where There is Breath There is Hope

THCa
1oz (30mL)
20mg/mL THCa
20:1
THC Tincture
INDICA

10mg/mL THC
300mgs Total
1oz (30mL)
65% THC / 3% CBD
THC Tincture

20:1

10mg/ml THC
300mg Total

1 oz (30ml)

65% THC / 3% CBD

FOR MEDICAL USE ONLY

PROD UCT: XX-XX-XX | LOT: XXX

USE BY: XX/XX/XX

WHOLE PLANT MEDICAL CANNABIS & MCT OIL TINCTURE SCHEDULE I CONTROLLED SUBSTANCE

RECOMMENDED USE:

For use as a sublingual or oral dosage under the supervision of a licensed doctor. It is not recommended for children under the age of 18.

STORAGE:

Store in a cool, dark place away from direct sunlight and out of reach of children.

WARNING:

Women should not consume during pregnancy or while breastfeeding. Children should be supervised at all times.

Serving Size: 1 ml | Total Servings: 30

<table>
<thead>
<tr>
<th>Cannabinoid</th>
<th>mg/mL</th>
</tr>
</thead>
<tbody>
<tr>
<td>THC</td>
<td>10.0</td>
</tr>
<tr>
<td>CBD</td>
<td>0.90</td>
</tr>
<tr>
<td>THCa</td>
<td>0.52</td>
</tr>
<tr>
<td>CBC</td>
<td>0.18</td>
</tr>
<tr>
<td>CBG</td>
<td>0.26</td>
</tr>
<tr>
<td>CBN</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Terpenes:

- Terpinolene: 0.24
- Linalool: 0.52
- Beta Myrcene: 0.18
- Citronellol: 0.19
- L. o. #1: 2.00
- Beta Caryophyllene: 0.26
- Humulene: 0.14

Prepared/Package by:

EMPLOYE NUMBER (PACKAG DATE)

Sold at:

[Address]

For a Nurse's Guidance:

Book a call on www.Cannakids.org

Distributed by Cannakids

Los Angeles, California

www.cannakids.org

Manufactured Date: December, 2016

Lab Tested by:

CW Analytical

Compliant with

CA H&S Code 11 625-11-362.7
SB 420 Prop 215

Produced, Processed & Manufactured by

PA Options for Wellness, Inc.

Buenaventura, Duncannon, PA 17020
20:1 CBD Tincture
AC/DC SATIVA DOMINANT HYBRID

5mg/mL CBD
150mgs Total CBD
1oz (30mL)
3% THC / 68% CBD

WHOLE PLANT MEDICAL CANNABIS & MCT OIL TINCTURE

SCHEDULE I CONTROLLED SUBSTANCE

FOR MEDICAL USE ONLY

USE BY: XX/XX/XX

MANUFACTURED DATE: XX/XX/XX

LAB TESTED BY: CW ANALYTICAL

IN COMPLIANCE WITH GB 40-115 9207F

PRODUCED, PROCESSED & MANUFACTURED BY: CannaKids

STORAGE:
Store in a cool, dry place away from heat, light and direct sunlight

USAGE:
Consult with a healthcare professional before use. Not for children under the age of 18. Use under medical supervision.

WARNING:
Women should not consume this product during pregnancy or breastfeeding.

FOR A NURSE'S GUIDANCE:
Consult with a nurse or healthcare professional before use.

WWW.CANNAKIDS.ORG
# CannaKids™

Where There is Breath There is Hope

## 20:1 CBD Tincture

**AC/DC SATIVA DOMINANT HYBRID**

- **5mg/mL CBD**
- **150mgs Total CBD**
- **1oz (30mL)**
- **3% THC / 68% CBD**

## Nutritional Facts

<table>
<thead>
<tr>
<th>Serving</th>
<th>CBD</th>
<th>THC</th>
<th>CBG</th>
<th>CBC</th>
<th>THBC</th>
<th>CBGA</th>
<th>CBG-A</th>
<th>CBG-M</th>
<th>CBN</th>
<th>Humulene</th>
<th>Sabinene</th>
<th>Terpinolene</th>
<th>Limonene</th>
<th>Myrcene</th>
<th>Humulene</th>
<th>Sabinene</th>
<th>Terpinolene</th>
<th>Lab Tested by</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ml</td>
<td>0.05</td>
<td>0.005</td>
<td>0.002</td>
<td>0.004</td>
<td>0.004</td>
<td>0.002</td>
<td>0.003</td>
<td>0.001</td>
<td>0.001</td>
<td>0.001</td>
<td>0.001</td>
<td>0.001</td>
<td>0.001</td>
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</tr>
<tr>
<td>Total</td>
<td>0.25</td>
<td>0.025</td>
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<td>0.02</td>
<td>0.02</td>
<td>0.01</td>
<td>0.03</td>
<td>0.01</td>
<td>0.01</td>
<td>0.01</td>
<td>0.01</td>
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<td>0.01</td>
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<td>0.01</td>
<td>0.01</td>
<td>0.01</td>
<td>0.01</td>
</tr>
</tbody>
</table>

## Whole Plant Medical Cannabis & MCT Oil Tincture

**Use for:**

- **XI/SX/XX**

**Storage:**

Store in a dry place away from direct sunlight and heat.

**Warning:**

- This product is made from whole plant cannabis and may contain other cannabinoids and terpenes.
- This product is not for use by children or pregnant or nursing women.
- Consult your healthcare provider before use.

**Recommended Use:**

- Use as directed by your healthcare provider.
- Apply under the tongue or add to your favorite beverage.

**Employee Number (Packaged Date):**

123456789

For a Nurse's Guidance:

Contact your healthcare provider for more information.

**Produced, Processed & Manufactured by:**

CannaKids™

**CA历届政府标志:**

In compliance with CA历届政府标志.

**Sold By:**

CannaKids™

**For more information:**

20:1
THC Tincture

10mg/mL THC
65% THC / 3% CBD

300mg Total

TO BE MEDICALLY USED ONLY
PRODUCT: XX-XX-XX | LOT: XXX
USE BY: XX/XX/XX

WHOLE PLANT MEDICAL CANNABIS & MCT OIL TINCTURE SCHEDULE I CONTROLLED SUBSTANCE

RECOMMENDED USE:
I can take age liquid to put me to sleep, down and on the bed, the cannabis medicine. Add to the evening dose of no more than 3 caps, o

STORAGE:
Store in a cool, dark place away from direct sunlight and high heat. Keep in original container in which purchased.

WARNING:
Women should not consume during pregnancy or while breastfeeding. Use is not advised for children.

TERPENES:
Terpinolene 0.24
Limonene 0.92
Beta Myrcene 0.18
Caryophyllene 0.19
Humulene 0.14

CANNABINOS: mg/mL
THC 10.0
CBD 0.50
THCa 0.52
CBG 0.26
CBN 0.30

MANUFACTURED DATE:
December, 2016

LAB TESTED BY:
ICW Analytical

In compliance with CA & HS Code 11-362.7
SB-420 & Prop 215

PRODUCED, PROCESSED & MANUFACTURED BY:
PA Options | Wessex, NC | Business Campus One | Dunmore, PA 17020

www.cannakids.org
<table>
<thead>
<tr>
<th>Strength</th>
<th>mg/mL THC</th>
<th>mg/mL CBD</th>
<th>Total</th>
<th>% THC</th>
<th>% CBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>0.03</td>
<td>0.02</td>
<td>0.05</td>
<td>0.24</td>
<td>0.26</td>
</tr>
<tr>
<td>70</td>
<td>0.03</td>
<td>0.02</td>
<td>0.05</td>
<td>0.24</td>
<td>0.26</td>
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<tr>
<td>50</td>
<td>0.03</td>
<td>0.02</td>
<td>0.05</td>
<td>0.24</td>
<td>0.26</td>
</tr>
</tbody>
</table>

**20:1 THC Tincture**

**INDICA**

10mg/mL THC

300mgs Total

1oz (30mL)

65% THC / 3% CBD

**FOR MEDICAL USE ONLY**

**LAB TESTED BY:**

**MANUFACTURED DATE:** December 2016

**PRODUCED & MANUFACTURED BY:**

**BATCH NUMBER:** 11-01-2016

**LAB CODE:** 11-01-2016

**WEB SITE:** www.Cannakids.org

**WARNING:**

- Women should not consume during pregnancy or while breastfeeding. If you are planning on consuming, discuss with your healthcare provider.
- Women should consume in moderation and keep out of reach of children.
- Do not operate heavy machinery or drive while under the influence.
- Drink responsibly. The THC level is very high, please be aware of your limits and dose accordingly. If you exceed your limits, you may experience increased anxiety, agitation, and paranoia.

**STORAGE:**

Store in a cool, dry place away from direct sunlight. Once opened, use within 7 days.

**RECOMMENDED USE:**

- Use as needed for pain, anxiety, or stress relief.
- Use in combination with other cannabis products for maximum effects.

**FOR A NURSES GUIDANCE:**

Book a call on www.Cannakids.org

**DEALERS:**

Los Angeles, California

**SOLD AT:**

- Dispensaries
- Medical providers

**IMPORTANT:**

This product is for medical use only and is not intended for sale to anyone under the age of 21. Use of this product may cause negative effects, including dizziness, disorientation, and lethargy. Please use with caution and consult your healthcare provider before use.
THC Tincture
Indica Dominant Hybrid

Bubblegum Flavored

50mg/mL
1,500 mgs total CBD
1oz (30mL) 4% THC / 63% CBD
CannaKids
Where There is Breath, There is Hope

THC TINCTURE
INDICA DOMINANT HYBRID

BUBBLEGUM FLAVORED

100mg/mL
3,000 mgs total CBD
1oz (30mL) 4% THC / 63% CBD
**CannaKids**
Where There is Breath, There is Hope

**CBD TINCTURE**

**HYBRID**

**GRAPE FLAVORED**

100mg/mL
3,000 mgs total CBD
1oz (30mL) 4% THC / 63% CBD

<table>
<thead>
<tr>
<th>Component</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>THC</td>
<td>0.12%</td>
</tr>
<tr>
<td>CBD</td>
<td>6.2%</td>
</tr>
<tr>
<td>Cannabinoids</td>
<td>0.3%</td>
</tr>
<tr>
<td>Terpenes</td>
<td>0.5%</td>
</tr>
<tr>
<td>Other</td>
<td>99.0%</td>
</tr>
</tbody>
</table>

**FOR MEDICAL USE ONLY**

**PRODUCT#: XX-XX-XX**

**LOT#: XX-XX-XX**

**MANUFACTURED BY:**

**PRODUCED BY:**

**www.cannakids.org**
CannaKids
Where There is Breath, There is Hope

CBD TINCTURE
HYBRID
BUBBLEGUM FLAVORED
50mg/mL
1,500 mgs total CBD
1oz (30mL) XX% THC / XX% CBD

FOR MEDICAL USE ONLY

WHOLE PLANT MEDICAL CANNABIS & MCT OIL TINCTURE
SCHEDULE I CONTROLLED SUBSTANCE

LAB TESTED BY:

MANUFACTURE DATE:

ENTRUSTED TO:

FOR ADDITIONAL INFORMATION:

WWW.CANNAKIDS.ORG
CBD TINCTURE
HYBRID
BUBBLEGUM FLAVORED
100mg/mL
3,000 mgs total CBD
1oz (30mL) 71% THC / .3% CBD
THC TINCTURE
INDICA DOMINANT HYBRID
GRAPE FLAVORED
50mg/mL
1,500 mgs total CBD
1oz (30mL)
70% THC / .3% CBD
CannaKids
Where There is Breath, There is Hope

THC Tincture
Indica Dominant Hybrid

Grape Flavored
100mg/mL
3,000 mgs total CBD
1oz (30mL) 70% THC / .3% CBD
RELEASE AUTHORIZATION

TO: ____________________________

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

FROM: ____________________________

Applicant's Name

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have executed this Release on this 18th day of March, 2017.

Authorized Signatory

On this 15th day of March, 2017, before me, a Notary Public, personally appeared (known to me or satisfactorily proven) to be the person whose name is subscribed in this Release, and acknowledged that he/she executed the same for the purposes herein contained.

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

Notary Public

MY COMMISSION EXPIRES: 07/01/2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Deborah L Earle, Notary Public
Penbrook Borough
Dauphin County
My Commission Expires 07-01-2018
Business Plan

PENNSYLVANIA OPTIONS FOR WELLNESS
Combined Grow / Processing and Dispensaries

January 2017

PAOFW not responsible for plan update after January 2017
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CONFIDENTIAL

VIA FIRST CLASS MAIL

March 16, 2017

Re: PA Options for Wellness, Inc.
§ 7 Disclosure

Very truly yours,

STA/ha
VIA FIRST CLASS MAIL

March 13, 2017

Re: PA Options for Wellness, Inc.
§ 7 Disclosure

RY/SA
attachment
VIA FIRST CLASS MAIL

March 13, 2017

Re: PA Options for Wellness, Inc.
§ 7 Disclosure

JCB/sa

Attachments
IN THE COURT OF COMMON PLEAS OF CUMBERLAND COUNTY, PENNSYLVANIA

Plaintiff,

v.

Defendants.

PRAECIPE TO DEFENDANTS:

TO THE PROTHONOTARY:

Kindly mark the above-captioned action and all claims and counterclaims of the parties set forth therein DISCONTINUED and ENDED, for all purposes, with prejudice.

April 4, 2013
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing PRAECIPE TO DISCONTINUE has been
served this 11th day of April, 2013, upon the following by first-class mail:

Counsel for Defendants
ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above matter settled, discontinued, and ended, upon payment of your costs only.

March 16, 2010
Date

Attorney for Plaintiff
VIA FIRST CLASS MAIL

February 23, 2017

Re: PA Options for Wellness, Inc.
§ 7 Disclosure

Very truly yours,

STA/ha
VIA FIRST CLASS MAIL

March 17, 2017

Re: PA Options for Wellness, Inc.
§ 7 Disclosure

Dear Secretary,

[Redacted]

Very truly yours,

JFP/sa
March 13, 2017

§ 7 Disclosure
Application for a Tax Clearance Review

Name listed on tax return
Social Security Number

Address
City
State
Zip Code

I certify that I am the individual whose tax records are to be reviewed. If the tax records are for an entity, I certify that I am the authorized signatory for the applicant.

Signature of officer or authorized signatory

Telephone number

Date

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
January 4, 2017

To Whom It May Concern:

In April of 2016, Pennsylvania took a step forward on behalf of its citizens by joining with many other states in legalizing medical marijuana—a 21st century medical advancement that has proven effective and safe in helping to ease the symptoms of many debilitating and lifethreatening diseases, such as epilepsy, cancer, ALS, and opioid addiction. For many years, patients right here in Lancaster have waited patiently for access to these medical treatment options. Once in production and made available, these new therapies will give patients and their families renewed hope and an overall better quality of life.

That is why Lancaster feels we are equipped to harness the rich agricultural, economic and workforce resources in our community and gain a state license to have a business that will grow, process, and dispense pharmaceutical-grade medical marijuana to qualifying patients. That business could be PA Options For Wellness, an initiative created to deliver medical therapies proven to improve the health and quality of life of people young and old, unnecessarily suffering, day in and day out.

I am pleased to support having PA Options For Wellness that will grow, produce and distribute medical marijuana as they work with the Commonwealth of Pennsylvania to gain a state license.

Thank you.
March 10, 2017

Re: Proposed Medical Marijuana Dispensing Facility at ___

Dear Mr. Roberts:

The City of Lancaster has determined that the proposed medical marijuana dispensing facility at 39 East Chestnut Street, to be operated by PA Options for Wellness, is a use considered as a pharmacy within the City of Lancaster Zoning Ordinance and, therefore, is permitted by right in the CB zoning district. As defined by the Zoning Ordinance, a pharmacy is an establishment where prescription medicines and drugs are compounded and/or dispensed and where a variety of over-the-counter medications, cosmetics, and other miscellaneous merchandise may be sold. The dispensing of medical marijuana is consistent with the Zoning Ordinance definition of pharmacy.

If you have any questions, please do not hesitate to contact me.

Sincerely,

___
March 7, 2017

PA HEALTH AND WELFARE BUILDING
ATTN: DR. KAREN MURPHY
625 FORSTER STREET
8TH FLOOR
HARRISBURG, PA 17120

Re: City of Lancaster
Request for Adjustment or Waiver of Prohibition

Dear Secretary Murphy:

I write to solicit your support on behalf of my constituency to adjust the 1,000-foot setback of § 802(a)(3) of the Medical Marijuana Act (relating to distance between medical marijuana facilities and day-care centers) as it pertains to a proposed dispensary currently in the Central Business District and Central Business District 1.

As you are aware, the Department of Health is authorized under § 802(b) to amend this prohibition. In the interest of advancing the humanitarian underpinnings of this Act, I ask that you utilize this authority out of the necessity for providing adequate and accessible availability of medicine to members of my community.

Due to an over-abundance of day-care centers in Lancaster, I fear that the un-amended, existing prohibition unnecessarily precludes otherwise lawfully-operating businesses from discreetly offering medicine to those dependent on public transportation. This proposed location is very well situated in close proximity to the central bus terminal that serves all of Lancaster County. If we don’t get this waiver, we might not have the opportunity for this vital service downtown.

Although the above-proposed location is within 1,000 of a day-care center, I have been advised by the attached that this facility is well equipped to prevent diversion.
March 20, 2017

From: PA Options for Wellness, Inc.  
To: Karen Murphy, Ph.D., Secretary, Pennsylvania Department of Health  
Subject: Waiver Request to locate a medical marijuana dispensary at 39 E. Chestnut St., Lancaster, PA 17602-2701  
Attachment: Letter of support from the Honorable J. Richard Gray, dated March 7, 2017

PA Options for Wellness, Inc. (PAOFW) is applying for a dispensary permit at 39 E. Chestnut St., Lancaster, PA 17602-2701.

Per the provisions of § 802(b) of the Medical Marijuana Act and 28 PA. CODE CH. 1161.26(c), PAOFW is requesting a waiver of the restriction for dispensaries to be located within 1,000 feet of the property line of a public, private or parochial school, or a day-care center.

In the interest of advancing the humanitarian underpinnings of the Medical Marijuana Act, we ask that the Department of Health utilize its authority under the Act to amend the 1000-foot prohibition. This will facilitate providing adequate and accessible availability of medical marijuana to members of the Lancaster community. Due to an over-abundance of day-care centers in Lancaster, in concert with a lack of suitable dispensary sites which would serve the Lancaster Central Business District and Central Business District 1, we believe that the un-amended, existing prohibition unnecessarily precludes otherwise lawfully operating businesses from discretely offering medical marijuana to those in the Lancaster area, especially those dependent on public transportation.

Although the above-proposed location is within 1,000 of two day-care centers, we are extremely confident that this facility is exceptionally secure, is well-equipped to prevent diversion and deter unwanted elements, and considers the safety of the general public. There are multiple security features already in place and overall facility security will be enhanced and optimized once security personnel are on site and security and surveillance systems are installed. The existing security features include:

- PA Board of Probation and Parole is located in the building;
  - There is a constant police presence in the building, which is a substantial deterrent to any potential criminal activity;
  - Security cameras are already in place in those areas;
- The building has its own secure underground garage that has a rolling steel service door, which remains closed and locked at all times;
An access card is required for entry;  
- The garage is an excellent location for the dispensary to receive its products;  
- A sally port will be constructed within the secure garage;

- Except for two public access doors to small lobby areas, all other doors to the building remain locked 24/7 and require access cards to gain entry;
- The building was once the Lancaster City jail and a bomb shelter;
  - The floors are constructed of extremely thick concrete.

Moreover, the proposed facility is conveniently located in the heart of downtown Lancaster, less than one block (500 ft.) from the ___The dispensary is also located across the street from two public parking garages.

It should also be noted that the two daycare centers in question are both located in secure buildings, one of which is the ___

Finally, the attached letter from ___ clearly indicates he is supportive of locating a medical marijuana dispensary in Lancaster Central Business District.

Thank you in advance for your consideration.

Sincerely,

The PA Options for Wellness Team
March 7, 2017

Re: City of Lancaster
    Request for Adjustment or Waiver of Prohibition

Dear Secretary Murphy:

I write to solicit your support on behalf of my constituency to adjust the 1,000-foot setback of § 802(a)(3) of the Medical Marijuana Act (relating to distance between medical marijuana facilities and day-care centers) as it pertains to a proposed dispensary currently in the Central Business District and Central Business District 1.

As you are aware, the Department of Health is authorized under § 802(b) to amend this prohibition. In the interest of advancing the humanitarian underpinnings of this Act, I ask that you utilize this authority out of the necessity for providing adequate and accessible availability of medicine to members of my community.

Due to an over-abundance of day-care centers in Lancaster, I fear that the un-amended, existing prohibition unnecessarily precludes otherwise lawfully-operating businesses from discretely offering medicine to those dependent on public transportation. This proposed location is very well situated in close proximity to the central bus terminal that serves all of Lancaster County. If we don’t get this waiver, we might not have the opportunity for this vital service downtown.

Although the above-proposed location is within 1,000 of a day-care center, I have been advised by the attached that this facility is well equipped to prevent diversion.

Sincerely,
### SECTION 8 MEDICAL MARIJUANA DISPENSARY - Timeline

**PA Options for Wellness Lancaster, LLC**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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<td>[Year 1]</td>
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(Note: [Year] and [Event] placeholders for actual dates and events.)