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): Chester
County 2 (if applicable):   
County 3 (if applicable):   

Pennsylvania Department of Health
Medical Marijuana Regions

[Map showing medical marijuana regions]
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>
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<tbody>
<tr>
<td>CPG Biotics, LLC</td>
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<table>
<thead>
<tr>
<th>Other trade names and DBA (doing business as) names:</th>
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<tr>
<td>N/A</td>
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<table>
<thead>
<tr>
<th>Business Address: 2261 Woodlark Circle</th>
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<tbody>
<tr>
<td>City: Bethlehem</td>
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<tr>
<td>Phone: 484-544-6740</td>
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☑ Primary Contact, or ☐ Registered Agent for this Application

<table>
<thead>
<tr>
<th>Name: David Tyron Davis</th>
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<tbody>
<tr>
<td>Address: DOH REDACTION</td>
</tr>
<tr>
<td>City: DOH</td>
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<tr>
<td>Phone: DOH</td>
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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: CPG Biotics, LLC
Address: 230 Bridge St.
City: Phoenixville
State: PA
Zip Code: 19460
County: Chester
Municipality:

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

transit station

[Map of Phoenixville showing public transportation options]
retail space and will be accessible from the second floor rear entrance which is at ground level and directly adjacent to a large municipal parking lot. A second municipal parking lot is located 400 feet away at 198 Bridge Street.

The area around the Colonial Theatre has seen significant growth through business development during the last decade as a mix of new retail establishments and restaurants have taken root. The dispensary will be a welcome addition to the community and compliment the new business vibe embraced in Phoenixville.

The dispensary located at 230 Bridge Street is a two story building consisting of approximately 8,328 sq. ft, although the dispensary will only occupy the second floor space which consists of approximately 3,440 square ft. The building was built in 1930 and has been fully gutted and is a “vanilla box” ready for build out. Zoning is commercial and the Borough’s Solicitor has already approved the development of medical marijuana dispensaries in this area. Indeed, the “Town Center” as the area is named is home to a successful and diverse mix of retail, restaurant, and office space as the Borough has seen a wave of development in recent years. As noted in CPG Biotics LLC’s application for a dispensary permit, provisional zoning approval has already been received from Phoenixville to operate a dispensary at this location. Further, there are no schools nor daycare centers within a 1,000 ft of the dispensary location.

The dispensary located at 230 Bridge Street will be ADA accessible and provides ample parking. The facility itself is located close to multiple public transportation access points:

- Traffic Count: 20,000 vehicles per day
- Major Thoroughfares
  - Interstate 76 (PA Turnpike)
  - U.S. Highway 422
  - State Route 23
  - State Route 29
  - State Route 113
- Public Transit
  - Two Septa provides two dedicated bus routes immediately accessible to the dispensary location (Route 99 Bus and Route 139 Bus)
  - 8 Bus stops within 3/10 (.3) Miles (1,243.58 ft) including
    - 1 within 226 ft (Bridge Street & Main Street), and
    - 1 within 300 ft (Bridge Street & Prospect Street)
The No. 99 Bus route runs from Phoenixville to Norristown, Montgomery County with multiple connections at the Norristown Transportation Center to regional rail, light rail, buses and trolleys all with direct access to Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties:

The No. 139 Bus route runs from Limerick, through Phoenixville, directly to the King of Prussia Mall.
Additionally, the facility is located in close proximity to the following public service, health and safety organizations:

**Hospitals**
- Phoenixville Hospital, .8 Miles away (140 Nutt Rd, Phoenixville, PA 19460)
- Main Line Health Center, 3.3 Miles away (599 Arcola Rd, Collegeville, PA 19426)
- Paoli Hospital, 6.2 Miles away (Malvern, PA 19355)

**Police**
- Phoenixville Police Department, .1 Miles away (351 Bridge St, Phoenixville, PA 19460)
- Schuylkill Township Police Department, 2.5 Miles away (111 Valley Park Rd A, Phoenixville, PA 19460)
- East Pikeland Township Police Department, 2.8 Miles away (1158 Rapps Dam Rd, Phoenixville, PA 19460)
- Upper Providence Police Department, 3.0 Miles away (286 Black Rock Rd, Phoenixville, PA 19460)
- East Vincent Township Police Department, 4.7 Miles away (262 Ridge Rd, Spring City, PA 19475)
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Fire and Rescue

- Phoenixville Fire Department, .2 Miles away (177 Church St, Phoenixville, PA 19460)
- Friendship Fire Station, .4 Miles away (423 W High St, Phoenixville, PA 19460)
- West End Fire Department, .8 Miles away (801 W Bridge St, Phoenixville, PA 19460)
- Kimberton Fire Department, 2.8 Miles away (2276 Kimberton Rd, Phoenixville, PA 19460)
- Black Rock Fire Department, 4.7 Miles away (262 Ridge Rd, Spring City, PA 19475)

Second Dispensary Location

<table>
<thead>
<tr>
<th>Facility Name: N/A</th>
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<tbody>
<tr>
<td>Address:</td>
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<td>City:</td>
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<td>County:</td>
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Please provide a description of the public access to the dispensary location, including any local public transportation that may be available:

N/A

Third Dispensary Location

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<th>Facility Name: N/A</th>
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<tr>
<td>Address:</td>
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<td>City:</td>
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<td>County:</td>
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Please provide a description of the public access to the dispensary location, including any local public transportation that may be available:

N/A
Part B – Diversity Plan

(Scoring Method: 100 Points)

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

Section 3 – Diversity Plan

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

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

DIVERSITY PLAN

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

1. The diversity status of the Principals, Operators, Financial Backers, and Employees of the Medical Marijuana Organization.
2. An official affirmative action plan for the Medical Marijuana Organization.
3. Internal diversity goals adopted by the Medical Marijuana Organization.
4. A plan for diversity-oriented outreach or events the Medical Marijuana Organization will conduct during the term of the permit.
5. Contracts with diverse groups and the expected percentage and dollar amount of revenues that will be paid to the diverse groups.
6. Any materials from the Medical Marijuana Organization’s mentoring, training, or professional development programs for diverse groups.

7. Any other information that demonstrates the Medical Marijuana Organization’s commitment to diversity practices.

8. A workforce utilization report including the following information for each job category within the Medical Marijuana Organization:
   a. The total number of persons employed in each job category,
   b. The total number of men employed in each job category,
   c. The total number of women employed in each job category,
   d. The total number of veterans in each job category,
   e. The total number of service-disabled veterans in each job category, and
   f. The total number of members of each racial minority employed in each job category.

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

DIVERSITY PLAN

Vision Why Diversity is Important to the Company

The Company realizes that successful diversity and inclusion strategies will not hinge on any one strategic plan, training program, or system. Instead, true success stems from the comprehensive effects of an organization’s culture and the rigorous, system-wide implementation of strategic change. A successful approach goes to the heart of an organization: the attitudes, beliefs, behaviors, and expectations of every individual related to the Company. The principles, policies, and practices outlined in this Diversity Plan will position the Company as an employer of choice, and establish the Company as a positive model of equal opportunity, diversity, and inclusion.

1. Diversity Status of the Company

In nurturing a diverse and inclusive working environment, the Company recognizes that an organization’s most valuable assets are its people. Additionally, the Company 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, the Company has carefully integrated a mixture of races, genders, ages and military status into the fabric of the organization. Currently, the Company has employed an African American as Security Director. As part of the Company’s commitment towards diversity and inclusion, one should note that half the Company is women-owned and 3 women currently serve in Director roles, and at least half of current management is over the age of 50 years old.
The Company 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.

**Definition of Diversity**
Diversity and inclusion are intertwined. The word ‘workforce diversity’ is defined as similarities and differences among employees in terms of age, cultural background, physical abilities and disabilities, race, religion, sex and sexual orientation. Taking into consideration both the historical and statistical inequities that affect diversity within the medical marijuana industry workforce, the Company believes in fostering equal opportunity for all employees. The Company is committed to promoting principles of diversity, acknowledging that mutual trust and acceptance is required to build a high-performing, diverse workforce.

**2. Affirmative Action Plan**
The Company is fully committed to the concept and practice of equal opportunity and affirmative action—as such, the Company 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 the Company’s organizational structure is essential to the Company’s mission, purpose, and success. The Company 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 Blacks, Hispanics, Asians, Native Americans, Pacific Islanders, Women, Veterans, and Persons with Disabilities. The Company will implement, monitor, and enforce this AA/EOE Policy Statement and program in conjunction with all applicable federal and state laws.

**A. Affirmative Action/Equal Opportunity Employment Plan**
This Affirmative Action Plan is presented in five broad sections as follows:
1. Program Responsibility
2. Affirmative Action/Equal Opportunity Employment Program Areas
3. Complaint Resolution and Counseling
4. Timetables and Goals
5. Plan Evaluation

**B. Program Responsibility**
This section identifies specific areas of responsibility for the Executive Officers, Management Personnel and Employees. The Chief Executive Officer (CEO) will be 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 the Company’s departments in attaining AA/EOE objectives.

The Human Resource Manager (HRM) or designated manager will work alongside the CEO, 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;
• All recruiting sources which serve minorities, females, disabled and community leaders, will be informed orally and in writing of the Company’s AA/EOE Program. We will also request their support and assistance in furthering our commitment to equal employment opportunity.

C. Affirmative Action and Equal Opportunity Employment Program Areas

The second section describes the Company’s AA/EOE Plan identifying areas coordinated and implemented by the Company’s AA/EOE department which include: career development and advancement, recruitment, personnel actions, and training. This portion of the Company’s AA/EOE Plan focuses on eliminating factors which arbitrarily discriminate against members of protected groups.

D. 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 internet, internal communications, as well as, flyers/postings.

E. Recruitment
The Company will annually review and update the outreach and recruitment action plan. Recruitment efforts and activities of the Company should be supported and supplemented by active efforts of the executive officers and managers. In addition, the Company 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.

The Company 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, the Company has spoken to members of the local school district and members from the community to establish a comprehensive plan for increasing diversity with the Company. 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 the Company’s AA/EOE Program;
   c) Facilities and resources of organizations serving protected groups are used such as the local NAACP chapter in Wilkes-barre;
   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 (i.e. DiversityFIRST™ Jobs);
   d) The Company encourages employees who are members of protected groups to refer applicants; and
   e) The Company 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 the Company 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.

F. 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 the Company’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.

3. Internal Diversity 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 the Company’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.

G. Inclusion and Diversity Training for Directors, Officers, and Principals

An Executive Briefing from a third-party contractor will consist of a two to four-hour session that provides a fundamental understanding of diversity and inclusion that will support an effective strategic diversity management process. The emphasis of the session is the exploration of workforce, marketplace, and workplace trends impacting the ongoing success of the organization in achieving its mission. This is a business meeting that positions diversity/inclusion as a vehicle for achieving business results. This Executive Briefing ensures that executives understand leveraging diversity as a strategy to accomplish business objectives and are equipped to lead the effort. This session encourages senior leadership to tie diversity and inclusion to the organization's overall vision and values.
Leaders are prompted to decide on their business motives for strategically leveraging diversity so that resources, structures and activities are in alignment with any efforts/decisions moving forward.

In this Briefing, Executives will:

- Understand the business process for diversity and inclusion within the day to day operating environment
- Understand the benefits of diversity and inclusion as a strategic approach to meeting workplace, workforce and marketplace goals
- Review and build on the Organization's definitions of diversity and inclusion
- Agree on the business motives for the diversity process at the Organization
- Understand the diversity and inclusion process
- Examine the impact of organizational culture and behaviors on employee engagement
- Identify the activities and behaviors needed to support and maintain a ‘Best Place to Work’ culture
- Crystallize diversity’s linkage to Operations (i.e. marketing, sales, customer service, etc.)
- Identify the importance of the Executive’s role in the diversity and inclusion process

Though it can be challenging, an example-grounded manager training is where inclusion efforts have the best chance to lift the values of the organization as a whole. Diversity and inclusion training benefits all members of an organization who come from nontraditional backgrounds, not just members of underrepresented groups. The best diversity and inclusion training recognizes the myriad ways that we differ from each other, yet come together to accomplish goals, ---both for the organization and for ourselves as individuals.

H. Inclusive Team Building Training

This training program provides all Executives, Directors and Managers with ways to build an inclusive working environment by providing tools to help foster inclusive behaviors. More specifically, it is a training program designed for managers and supervisors geared to developing and incorporating key leadership diversity and inclusion skills involving interviewing, delegating, communicating, providing feedback, and conducting meetings. This is essential for maximizing the strengths and opportunities of the members of a diverse team thereby achieving positive business results. The Building Inclusive Teams training program creates a comprehensive approach to behavior change for leaders.

I. Inclusive Team Building Training

At times individuals use frame of references and filters based on one’s upbringing, experience and values to make sense of, and decisions in a very complex, fast moving world. As such individuals tend to favor a fellow graduate of ones’ alma mater, prefer those with similar Myers-Briggs scores, or choose to associate with those who speak, act, or look similar; ---these are examples of *unconscious bias*. In the workforce, *unconscious bias* can affect hiring, assignments, promotions, evaluations, dismissals, customer service, sales, revenue, and profits.
Multiply unconscious bias interactions by the number of leaders, managers, supervisors, and customer service reps, in the organization and one has a multiplier impact upon the organization that can skew its purpose and direction. The benefits of this training program would allow the individual to explore the unconscious bias that he/she may have, and discover the tools and techniques to override bias, and rewire the brain to become more inclusive and effective.

4. Diversity-oriented Outreach

Workforce representation is a company's visible commitment barometer. For best practice organizations, increasing representation of women and people of color is a top priority receiving high levels of attention from CEOs, Boards, Executive Committees, your competition and your prospective employees. The Company is committed to partnering with local employment agencies, job corps, and non-profit organizations that focus on employment.

Ensuring the organization has a broad mix of top talent is a critical issue for brand and business sustainability. Recruiting productive, innovative, quality minded, multigenerational, multicultural and diverse employees is far more complex than ever before. In order to be successful, recruiters need additional knowledge, confidence, tools and skills in order to meet the diversity needs of the organization.

The Company will implement a one-day training program is designed for Human Resources to help to develop and incorporate key diversity recruiting skills into actual job responsibilities. This program makes the Human Resources departments existing behavioral interviewing, selection, and recruiting processes more effective in generating a larger more diverse pool of qualified candidates to help achieve diversity goals. Human Resource managers will be full participants in the organization's diversity and inclusion process and better meet business objectives by:

- Gaining a greater understanding of diversity and inclusion and understand why it is a crucial success factor
- Recognizing the impact of attitudes and behaviors and understand how they impact recruitment and your success
- Learning and practicing skills for sourcing, recruiting and selecting top talent
- Sharpening skills to inform, inspire and involve others in the diversity and inclusion process
- Reaching out to local community organizations that focus on securing jobs for members of the community

J. Timetables and Goals

The Company’s goal for Affirmative Action is that the percentage of minorities, females and veterans employed in each job classification, and each department in the Company employment reflect the qualified members of minority groups and females in the surrounding County. The Company plans to utilize census data to determine the qualified minorities and females in the surrounding County work force. The Company 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.

K. Plan Evaluation

The Company’s AA/EOE Plan is evaluated once the CEO receives a report of the Company’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, the Company 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.

5. Contracts with Diverse Groups

Rising inequality reflects two trends. One is the rapidly increasing incomes from those at the top, and the other is the remarkable lack of income growth among the rest of the population. The Company has addressed the issue of creating an environment where employees share in the growth. In furthering its commitment to diversity and inclusion, the Company is interested in the possibility of partnering with Neighborhood Centers of Southeastern Pennsylvania which helps under-served residents in Chester County become independent and successful in both school and life through tutoring, encouragement, providing resources and mentorship.

6. Mentorship Program

One-on-one instruction, or mentoring, is one of the oldest forms of teaching. Mentoring is an increasingly popular way of providing guidance and support to young people in need. The Company realizes the value of offering a mentorship program to youth in the Chester community. With the vast array of talented individuals that make up the Company’s staff, youth in the community would be able to benefit from a mentor-mentee relationship by learning and being exposed to new skills, new environments, and new opportunities.

Some benefits of a mentorship program include:

- Increases in:
  - Self-esteem levels
  - Regard for and comfort with members of other races
  - Ability to maintain satisfactory relationships with other adults
  - Decision-making ability in the career-choice process

- Mentoring programs may noticeably increase school attendance among protégés in a mentoring relationship.
- Roles of non-familial adults in the lives of at-risk children have been shown to be beneficial in increasing resiliency and success in the face of adversity.
In programs that specialize in youth mentoring, people from outside a youth's everyday world cooperate to ameliorate a youth's situation, giving the community a stake in her or his future.

Mentor programs open new opportunities and understanding for mentors and protégés previously unavailable due to too many barriers, prejudices, or lack of options.

Mentor programs offer a cheap, fast way to pass valuable skills and knowledge from one person to person.

Passing opportunities along from one person to another helps ensure that those living in a community have the ability to maintain and improve it.

Being a volunteer mentor is an honor. Mentors and role models have a chance to "show off" their skills, and enjoy successfully teaching someone something new.

Mentoring is a proven strategy for positive youth development. Youth are more likely to succeed in life when they have the additional support of a caring, consistent adult mentor. Having a mentor can enhance a young person’s learning skills and help build resiliency and self-control. Youth with mentors are less likely to engage in risky behavior with drugs and alcohol, and are more likely to develop positive relationships with peers and adults, and to grow up to become productive members of society.

To steadily increase its diversity and inclusion goals, the Company will conduct research, collect data, and implement creative solutions on a continuous basis. Through the Company’s alliances with various organizations, the Company will support the advancement of women, underrepresented minorities, veterans, and individuals with disabilities.

7. Diversity Goals

To continuously weave in diversity and inclusion, the Company anticipates reaching out to minority business enterprises, as well as women-owned businesses for contracting purposes. The Company has made a commitment to recruit and hire individuals with diverse backgrounds through avenues such as actively participating/sponsoring local job fairs in the community.

The Company intends to streamline its efforts in positively impacting the community by offering direct support where its most needed, ---providing educational materials, conducting educational seminars for the local community pertaining to health-related topics, and focusing on mental health issues. This is what sets the Company apart, attention to the actual needs of the surrounding community, with proactive solutions to address those needs.

8. Workforce Utilization Report

The Company believes in team effort. Behind every great achievement there is a team, --and that is one of the primary reasons the Company focuses on unleashing the potential in its team. Genius happens when people from different backgrounds come together to face obstacles, and conquer challenges. Diverse and inclusive teams drive innovation and greater individual and team performance. The Utilization Report allows the Company to understand, and be transparent
about its areas of greatest strength and weakness. It also allows the Company room to adapt its operations and programs to meet the specific needs of its teams and the community.

   a. The total number of persons employed in each job category: 15
   b. The total number of men employed in each job category: 8
   c. The total number of women employed in each job category: 7
   d. The total number of veterans in each job category: 1
   e. The total number of service-disabled veterans in each job category: 1, and
   f. The total number of members of each racial minority employed in each job category:

9. Track Progress

In order to shape the future of the medical marijuana industry, the Company acknowledges that it must be representative of that future, ---by bringing together people with a range of perspectives, backgrounds, and experiences. Progress will be tracked and documented through the use of “Employee Climate Survey” to help capture the perceived benefits of programs the Company implements. Surveys allow for employee input with regard to effectiveness of diversity initiatives, and provides invaluable insight into which diversity programs are most critical to staff, and might yield the greatest efficiencies. The most effective employee climate surveys ask questions pertaining to perceptions of diversity, trust, transparency, and fairness, etc. Note it is important to establish a baseline for these questions and track progress over that baseline.

Another method to document the progress of the Company’s diversity and inclusion goals is by implementing strategic and tactic measures. At a strategic level: (1) Establish business-aligned diversity plans/goals, and systematically launch diversity programs/activities. (2) Integrate diversity into performance review, enhance commitment and involvement at all levels of management. At a tactic level: (1) Choose clear measurement forms to track diversity programs and activities. (2) Provide managers with coaching, education, and tools to help reach the goals. (3) Constantly review measurements and change them over time to ensure close alignment with business strategies and goals.

In remaining steadfast with its focus on ensuring a diverse workforce, and an inclusive corporate culture the Company will continue to push its members to raise the bar each and every day.

The Company’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 the Company to navigate through the challenges ahead, mark its progress and notice deviations from its goals. This plan will be adjusted as necessary as the Company continues to grow and develop into a model business for workforce diversity.

In remaining steadfast with its focus on ensuring a diverse workforce, and an inclusive corporate culture the Company will continue to push its members to raise the bar each and every day.
The Company’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 the Company to navigate through the challenges ahead, mark its progress and notice deviations from its goals. This plan will be adjusted as necessary as the Company continues to grow and develop into a model business for workforce diversity. In order to shape the future of the medical marijuana industry, the Company acknowledges that it must be representative of that future, --by bringing together people with a range of perspectives, backgrounds, and experiences.

### Part C – Applicant Background Information
**Scoring Method: Pass/Fail**

For this part the applicant is required to provide background and contact information for the principals, financial backers, operators and employees.

### Section 4 – Principals, Financial Backers, Operators and Employees

#### A. Please list all Principals, Financial Backers and Operators

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> David</td>
</tr>
<tr>
<td><strong>Last Name:</strong> Davis</td>
</tr>
<tr>
<td><strong>Occupation:</strong> President/Owner</td>
</tr>
<tr>
<td><strong>Also known as:</strong> n/a</td>
</tr>
<tr>
<td><strong>Address Line 1:</strong></td>
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<td><strong>Address Line 3:</strong></td>
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<td><strong>State:</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> Kelly</td>
</tr>
<tr>
<td><strong>Last Name:</strong> Miller</td>
</tr>
<tr>
<td><strong>Occupation:</strong> Contract Administrator</td>
</tr>
<tr>
<td><strong>Also known as:</strong> n/a</td>
</tr>
<tr>
<td><strong>Address Line 1:</strong></td>
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<td><strong>Address Line 3:</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
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</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> Jerome</td>
</tr>
<tr>
<td><strong>Last Name:</strong> Smith</td>
</tr>
<tr>
<td><strong>Occupation:</strong> CFO/COO</td>
</tr>
<tr>
<td><strong>Also known as:</strong> n/a</td>
</tr>
<tr>
<td><strong>Address Line 1:</strong></td>
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</tbody>
</table>
# Pennsylvania Department of Health
## Medical Marijuana Dispensary Permit Application

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

### Name and Residential Address

<table>
<thead>
<tr>
<th>First Name: Joanne</th>
<th>Middle Name: Catherine</th>
<th>Last Name: Davis</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation: Executive Administrator</td>
<td>Title in the applicant’s business: Vice President</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth:</td>
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<td>Address Line 1:</td>
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</tr>
</tbody>
</table>

### Name and Residential Address

<table>
<thead>
<tr>
<th>First Name: Carl</th>
<th>Middle Name: Michael</th>
<th>Last Name: Stotz</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation: Sr. Operations Director</td>
<td>Title in the applicant’s business: Director of Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth:</td>
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<td>Address Line 1:</td>
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<td></td>
</tr>
</tbody>
</table>

### Name and Residential Address

<table>
<thead>
<tr>
<th>First Name: Isabelle</th>
<th>Middle Name: Julie</th>
<th>Last Name: Werkheiser</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation: Marketing Director</td>
<td>Title in the applicant’s business: Director of Marketing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td>Date of birth:</td>
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</tbody>
</table>

### Name and Residential Address

<table>
<thead>
<tr>
<th>First Name: Stefan</th>
<th>Middle Name:</th>
<th>Last Name: Wawzyniecchi</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation: Consulting Chemist</td>
<td>Title in the applicant’s business: Community Outreach Director</td>
<td></td>
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<tr>
<td>Also known as:</td>
<td>Date of birth:</td>
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<td>Address Line 1:</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.

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
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<tbody>
<tr>
<td>First Name: N/A</td>
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<td>Middle Name:</td>
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<td>Suffix:</td>
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<td>Occupation:</td>
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<td>Title in the applicant’s business:</td>
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<td>Also known as:</td>
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<td>Date of birth: MM/DD/YYYY</td>
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<td>Address Line 1:</td>
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<td>Title in the applicant’s business:</td>
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<td>Also known as:</td>
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<td>Title in the applicant’s business:</td>
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<td>Also known as:</td>
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<td>Date of birth: MM/DD/YYYY</td>
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<td>Occupation:</td>
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<td>Title in the applicant’s business:</td>
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<td>Email:</td>
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</tbody>
</table>

If more space is required, please submit additional information on other individuals in a separate document titled “Employees (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.
Section 5 – Moral Affirmation

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

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

Section 6 – Compliance with Applicable Laws and Regulations

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

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

Section 7 – Civil and Administrative Action

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

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

Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

22
Part D – Plan of Operation
(Scoring Method: 550 Points)
A Plan of Operation is required for all dispensary permit applications. The Plan of Operation must include a timetable outlining the steps the applicant will take to become operational within six months from the date of issuance of a permit. The plan of operation must also describe how the applicant’s proposed business operations will comply with statutory and regulatory requirements necessary for the continued operation of the facility.

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

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

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

Section 8 – Operational Timetable
If issued a permit, please describe the steps and timeframes for becoming fully operational as a dispensary within six months from the date of issuance of a dispensary permit. Specifically, please provide the steps you will take to begin the process for the handling, storing, and transporting of medical marijuana and medical marijuana products.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
</tr>
</thead>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>Begin construction</th>
<th>Upon Announcement of Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Construction</td>
<td>60 Days Post license</td>
</tr>
<tr>
<td><strong>Begin interviewing for hiring</strong></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>

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

Section 9 – Employee Qualifications, Description of Duties and Training

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

1. **Position Title:** President (1 Full-Time Position)  
   **Reports To:** Board of Directors

   The President serves as chief executive of the Company. In partnership with the Board of Directors (BD), the President is responsible for the success of the Company. Together, the BD and the President 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. The President has the authority to carry out these responsibilities, in accordance with the direction and policies established by the BD. The provides information, advice, and counsel to the BD as they carry out their governance function. The President assists the Board to determine the Company’s values, mission, vision, and short-and long-term goals. The President will keep the BD fully informed on the condition of the Company and on all the important factors influencing it.
The President 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 position is as follows:
1. Minimum 10 years in a senior management position
2. Past experience administering a multi-million-dollar budget;
3. Demonstrated leadership ability;

This position is filled by David Davis. His complete resume and biography can be found in the complete staffing plan included in this application as an additional attachment.

---

**2. Position Title:** Vice President (1 Full-Time Position)
**Reports To:** President

This Vice President oversees all the activities relating to the company’s cultivating operations. The position provides leadership for all aspects of operations, safety and quality. The Vice President has overall responsibility for employee safety and security, product quality, achieving budget and cost targets, sustainability, and project management. The Vice President will lead the implementation of integrated work system strategies for multiple sites, while working closely with corporate resources, and driving a high performance culture by improving leadership capabilities at all levels of the dispensing facility.

**Vice President Officer Qualifications**
The hiring criteria for this position are as follows:
1. Minimum 5 years progressive business management experience;
2. Detail-oriented with strong problem resolution abilities; and
3. Strong interpersonal skills are essential.

This position is currently filled by Joanne Davis. Her complete resume and biography can be found in the complete staffing plan included in this application as an additional attachment.

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**3. Position Title:** Director of Operations (1 Full-Time Position)
**Reports To:** President

The Director of Operations reports to the President and serves as an integral member of the senior management team. The Director of Operations will be responsible for the development of the Company’s strategic goals. In addition to the strategic components, the Director of Operations will be charged with developing and implementing more sophisticated policies and procedures. The Director of Operations 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 Director of Operations will provide effective and inspiring leadership by being actively involved in all programs and services, developing a broad and deep knowledge of all programs.

**Director of Operations Qualifications**

The hiring criteria for the Director of Operations 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 Carl Stotz. His complete resume and biography can be found in the complete staffing plan included in this application as an additional attachment.

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

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 Jerome Smith. His complete resume and biography can be found in the complete staffing plan included in this application as an additional attachment.

5. **Position Title:** Director of Regulatory Compliance (1 Full Time Position)  
   **Reports To:** President

   The Director of Regulatory Compliance is responsible for developing, designing, implementing, and maintaining the Company’s Compliance programs, policies, and practices to ensure that all business units are in compliance with federal, and state level regulatory guidelines. The Director of Regulatory Compliance will interpret regulations and develop policies and procedures for the Company to adhere to.

   The Director of Compliance will provide guidance to various departments regarding compliance issues and implementation of new compliance requirements. This position will interact with all levels of management, employees, and both state and federal government agencies.

   **Director of Regulatory Compliance Qualifications**  
   The hiring criteria for this position are as follows:  
   (1) Bachelor’s degree.  
   (2) Must have a minimum of 3 years as a contract administrator;  
   (3) Solid knowledge of contact compliance experience;  
   (4) Must have at least 2 years of management experience.

   This position is filled by Kelly Jo Ann Miller. His complete resume and biography can be found in the complete staffing plan included in this application as an additional attachment.

6. **Position Title:** Assistant Director of Regulatory Compliance (1 Full Time Position)  
   **Reports To:** Director of Regulatory Compliance

   The Assistant Director of Regulatory Compliance is responsible for developing, designing, implementing, and maintaining the Company’s Compliance programs, policies, and practices to ensure that all business units are in compliance with federal, and state level regulatory guidelines. The Director of Regulatory Compliance will interpret regulations and develop policies and procedures for the Company to adhere to.

   The Assistant Director of Compliance will provide guidance to various departments regarding compliance issues and implementation of new compliance requirements. This position will interact with all levels of management, employees, and both state and federal government agencies.

   **Assistant Director of Regulatory Compliance Qualifications**  
   The hiring criteria for this position are as follows:  
   (1) Bachelor’s degree;
(2) Must have a minimum of 3 years as a contract administrator;  
(3) Must have at least 2 years of management experience.  

This position is filled by Cynthia Strohl. Complete resume and biography can be found in the complete staffing plan included in this application as an additional attachment.

<table>
<thead>
<tr>
<th>7. Position Title:</th>
<th>Director of Security and Anti-Diversion (1 Full Time Position)</th>
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<tbody>
<tr>
<td>Reports To:</td>
<td>Director of Operations</td>
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</table>

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

The Director of Security and Anti-Diversion 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.

**Director of Security and Anti-Diversion 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 Greg West. His complete resume and biography can be found in the complete staffing plan included in this application as an additional attachment.

<table>
<thead>
<tr>
<th>8. Position Title:</th>
<th>Chief Medical Officer (1 Full Time Position)</th>
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<tr>
<td>Reports To:</td>
<td>President</td>
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</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.

**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 Marzena Bieniek. Her complete resume and biography can be found in the staffing plan attached to this application as an additional document.

<table>
<thead>
<tr>
<th>B. PLEASE DESCRIBE THE EMPLOYEE QUALIFICATIONS OF EACH PRINCIPAL AND EMPLOYEE.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mr. Davis is President and founder of HoverTech International, a medical device company, and market leader in air-assisted patient handling technology. Established in 1997, HoverTech International started by offering a niche technology, which has now grown into a standard of care for top healthcare facilities globally. He currently holds 18 patents for safe patient handling devices. As an industry advocate, he supported the creation of the first Safe Patient Handling Association to further education and certification standards in the medical community. For his efforts, he was awarded the 2016 National Advocacy Award for Safe Patient Handling presented by the Association of Safe Patient Handling Professionals. Dave has also held offices in professional associations and has been a speaker at national conferences. His philanthropic contributions include charitable donations that support nursing education and community programs. Dave is a graduate of Penn State University with a Civil Engineering Degree and has a certificate from the Manufacturers Resource Center executive training program.</td>
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<tr>
<td>2. Joanne Davis is a native of Bethlehem. She attended St. Anne’s, Notre Dame and Bethlehem Catholic High school before attending college at Lehigh Carbon Community College, where she received an Associate’s Degree in Medical Assistance. Joanne worked for over 20 years for Dr. Joseph &amp; Sylvia Zaldonis, and 8 years for the Orthopedic Association of Bethlehem. She served on St. Anne’s Advisory School Board, and is a Parish Retreat Leader. Joan is Co-Owner and Executive Administrator for HoverTech International. She represents the company and provides education about company products at national and international trade shows and conferences. She ensure’s that the company maintains a positive image in the community with a mission centered around ensuring customer satisfaction. Joan maintains awareness of current landscape and concerns of healthcare service provision.</td>
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<tr>
<td>3. Carl Stotz is a logistics expert presently working in a fortune 500 FDA-controlled facility. He has worked with class 1 narcotics – specifically those containing pseudo-ephedrine – directing inventory counts, audits, and missing-product researches. He has experience in quarantining product to designated areas, product testing preparations, and managing outbound shipping and receiving. Carl’s experience also includes identifying hazardous materials to be destroyed; for example, flammable, organic peroxide, and aerosol materials. Carl has also started and managed a hops-growing operation, where he oversees planting, growing, and harvesting the hops. He has successfully conducted research on the strains of hop plants, hop yard designs, irrigation systems, fertilizer requirements, and harvest timing – all for optimal production.</td>
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</tbody>
</table>
4. Jerome comes to CPG bringing 37 years of both public and private finance, accounting and operations experience. Jerome graduated from Villanova University in 1981 with a Bachelor of Science degree in accountancy. His career started as a CPA in the public sector working with various manufacturing, medical professional, software and banking clientele. After leaving the public sector, Jerome worked as controller of a software company that was eventually acquired by Jack Henry & Associates, a publicly-traded company serving the banking and credit union industries. Jerome stayed on board with JHA in the capacity of Credit Union Division Controller and Manager of Network and Hardware Services.

5. Over the past 15 years, Kelly has established herself as a highly-regarded professional in the human services field. She has a broad range of experience in mental health care and administrative management, and has been directly responsible for regulatory compliance in non-profit corporations in the state of Pennsylvania and brings to the table her skills in assisting organizations with navigating through regulatory standards. Kelly combines management and supervisory experience in the areas of: Licensing and Regulatory Compliance, Policy and Records Management, Incident Reporting, Maintenance and Operations. In her current position at HoverTech International, she has responsibilities in Contract Administration, Safety and Corporate Compliance, Human Resources Management, and Quality Assurance. Kelly has extensive experience serving as a resource provider and liaison between community programs and the families which they serve, allowing her to ensure that quality systems are in place and functioning according to state expectations. Kelly holds a Master of Science in Clinical and Counseling Psychology, and is able to take her proficiency as a mental health therapist and effectively correlate that with comprehensive patient care. Her experience in the field of human welfare and in organizations dedicated to enhancing the quality of life for families and children is an asset to CPG Biotics and its overall mission to serve others.

6. As a multidisciplinary Quality Assurance professional with 17 years of experience Mrs. Strohl began in the industry as a Principal Chemist and grew through subsequent roles as Quality Engineer, and eventually Regulatory Compliance and Quality Manager. With 13 years in the pharmaceutical and chemical industries at Mallinckrodt Baker, she moved from Quality Engineer to the medical device field as Quality and regulatory Manager at a start-up clinical diagnostic device company in Bethlehem Pa. There, Mrs. Strohl developed the skills for design control and ISO 13485 compliance rounding out her quality systems management and document control strengths.

Currently Mrs. Strohl holds the Quality Assurance/ Compliance Manger role at FedEx Supply Chain in Tobyhanna PA as the third party logistics company which manages 40% of Johnson & Johnson’s consumer distribution in North America. She has built a well-rounded understanding of a various industries and processes from manufacturing, research, startup ventures, and customer focused service industries. Having experience in the implementation of quality management systems, product development, and maintaining compliance through the audit process including FDA; European, British, and Japanese Pharmacopeia’s; and the European Medical Device Directive, she has ensured continued compliance and product safety and efficacy throughout each company she has supported.
Mrs. Strohl holds a BS in Biology, Internal Auditor certification and multiple training certificates ranging from equipment validation, root cause analysis and statistical process control.

7. Greg West, Chief Executive Officer, of SaberOne Security Solutions, LLC (SOS), is the visionary behind this safety and security business. Most recently, Mr. West is happy to announce the addition of Medical Marijuana safety and security services for the newly approved dispensaries in the state of Maryland.

8. Born and raised in Zakopane, Poland, Dr. Bieniek had a passion for medical practice very early on in life. In Poland, Dr. Bieniek graduated from the Jagiellonian University Medical College in 1984. Dr. Bieniek migrated to the U.S. where she became a licensed physician. Dr. Bieniek works in Whitehall, PA and specializes in Rheumatology. In addition, she is also affiliated with St Luke’s Hospital. Dr. Bieniek brings with her, a comprehensive understanding of patient issues, and the need for comprehensive care to the CPG Biotics team.

Her 33 years of experience in the medical field, particularly addressing issues of pain management, will be an asset to medical marijuana patients. Her extensive list of publications within the medical field demonstrates her deep knowledge of pain management issues and her concern for the overall well-being of her patients. In her career, Dr. Bieniek has received outstanding awards such as; Patients’ Choice Award, On-Time Doctor Award and the Compassionate Doctor Recognition Award.
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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 CPG Biotics.

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.

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. 

IF MORE SPACE IS REQUIRED FOR ANY OF THE ABOVE THREE COMPONENTS OF SECTION 9 (A, B AND C), PLEASE SUBMIT ADDITIONAL INFORMATION IN A SEPARATE DOCUMENT TITLED “EMPLOYEE QUALIFICATIONS, DESCRIPTION OF DUTIES AND TRAINING (CONT'D.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.

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

| ☒ | ☐ |

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.

DoH Redaction
Pennsylvania Department of Health
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DOH REDACTION

DOH REDACTION
Section 11 – Transportation of Medical Marijuana

<table>
<thead>
<tr>
<th>A. Transportation</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>By checking “Yes,” you affirm that any delivery of medical marijuana to any other medical marijuana organization or approved laboratory within the Commonwealth will adhere to the following:</td>
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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 will only be delivered between 7 a.m. and 9 p.m.</td>
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<tr>
<td>• Medical marijuana will not be transported to any location outside of this Commonwealth.</td>
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<tr>
<td>• A global positioning system will be used to ensure safe, efficient delivery of the medical marijuana to a medical marijuana organization.</td>
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<tr>
<td>In addition to having a transport vehicle staffed with a delivery team consisting of at least two individuals, the applicant affirms the following:</td>
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<td>• At least one delivery team member will remain with the vehicle at all times that the vehicle contains medical marijuana.</td>
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<tr>
<td>• Each delivery team member shall have access to a secure form of communication with the dispensary, such as a cellular telephone, at all times that the vehicle contains medical marijuana.</td>
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<tr>
<td>• Upon demand, each delivery team member shall produce an identification badge or card to the Department or its authorized agents, law enforcement or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.</td>
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<tr>
<td>• Each delivery team member will have a valid driver’s license.</td>
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<td>• While on duty, a delivery team member will not wear any clothing or symbols that may indicate ownership or possession of medical marijuana.</td>
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<td>• Medical marijuana stored inside the transport vehicle may not be visible from the outside of the transport vehicle.</td>
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<tr>
<td>• A delivery team shall proceed in a transport vehicle from the dispensary, where the medical marijuana is loaded, directly to the medical marijuana organization,</td>
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</table>
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.
- The date and approximate time of departure.
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- The date and approximate time of arrival. ☒ ☐
- The transport vehicle’s make, model, and license plate number. ☒ ☐
- The identification number of each member of the delivery team accompanying the transport. ☒ ☐
- When a delivery team delivers medical marijuana to multiple medical marijuana organizations, the transport manifest must correctly reflect the specific medical marijuana in transit; each recipient will also provide the dispensary with a printed receipt for the medical marijuana received. ☒ ☐
- All medical marijuana being transported must be packaged in shipping containers and labeled in accordance with §§ 1151.34 and 1161.28 (relating to packaging and labeling of medical marijuana; and labels and safety inserts). ☒ ☐
- Separate copies of the transport manifest will be provided to each recipient receiving the medical marijuana product described in the transport manifest. To maintain confidentiality, a dispensary may prepare separate manifests for each recipient. ☒ ☐
- The applicant acknowledges that, upon request, a copy of the printed transport manifest, and any printed receipts for medical marijuana being transported, will be provided to the Department or its authorized agents, law enforcement, or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties. ☒ ☐

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

N/A

**C. PLEASE DESCRIBE YOUR PLAN REGARDING THE TRANSPORTATION OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS. FOR EXAMPLE, EXPLAIN WHETHER YOU PLAN TO MAINTAIN YOUR OWN TRANSPORTATION OPERATION AS PART OF THE FACILITY OPERATION, OR WHETHER YOU WILL USE A THIRD-PARTY CONTRACTOR. IF YOU CHOOSE TO USE YOUR OWN TRANSPORTATION OPERATION, PLEASE PROVIDE THE NUMBER AND TYPE OF VEHICLES THAT WILL BE USED TO TRANSPORT MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, THE TRAINING THAT WILL BE PROVIDED TO EMPLOYEES THAT WILL TRANSPORT MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, AND ANY ADDITIONAL MEASURES YOU WILL TAKE TO PREVENT DIVERSION DURING TRANSPORT. IF YOU WILL BE USING A THIRD-PARTY CONTRACTOR FOR TRANSPORTING MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS,**
**EXPLAIN THE STEPS YOU WILL TAKE TO GUARANTEE THE THIRD-PARTY CONTRACTOR WILL BE COMPLIANT WITH THE TRANSPORTATION REQUIREMENTS UNDER THE ACT AND REGULATIONS:**

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<th>Step 1</th>
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<td>Step 40</td>
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</table>
### Section 12 – Storage of Medical Marijuana

<table>
<thead>
<tr>
<th>A. Storage Requirements</th>
<th>Yes</th>
<th>No</th>
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</table>

By checking “Yes” to any statement, you affirm that the plan of operation will address the below statements:
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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.

- 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).
  
- All storage areas will be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds, and pests.
  
- A separate and secure area for temporary storage of medical marijuana that is awaiting disposal will be established.

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

N/A

B. Please describe your plans regarding the storage of medical marijuana and medical marijuana products within your facility:

DOH REDACTION
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DOH REDACTION

DOH REDACTION
Section 13 – Labeling of Medical Marijuana Products

### A. Labeling Requirements

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<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that the applicant will implement a quality control process to ensure that the label does not bear any of the following:</td>
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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>• Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.</td>
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<tr>
<td>• Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.</td>
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<tr>
<td>• Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead an individual to believe that the product has been endorsed, manufactured, or approved for use by any State, county or municipality or any agency thereof.</td>
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<tr>
<td>• Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.</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 process for creating and monitoring the labeling used for medical marijuana products:

DOH REDACTION
### Section 14 – Inventory Management

<table>
<thead>
<tr>
<th>A. Electronic Tracking System</th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>You acknowledge that you must use the electronic tracking system prescribed by the Department containing the requirements in section 701 of the Act (35 P.S. § 10231.701).</td>
<td>☒</td>
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</table>

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<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>You acknowledge that an electronic tracking system that is approved by the Department will be deployed to log, verify and monitor the receipt of medical marijuana product from a grower/processor, the verification of the validity of an identification card presented by a patient or caregiver, the dispensing of medical marijuana product to a patient or caregiver, the disposal of medical marijuana waste and the recall of defective medical marijuana.</td>
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</table>
By checking “Yes” to any statement, you affirm that each dispensary will maintain the following inventory data in its electronic tracking system:

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

<table>
<thead>
<tr>
<th>Statement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical marijuana received from a grower/processor.</td>
<td>☑️</td>
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</tr>
<tr>
<td>Medical marijuana dispensed to a patient or caregiver.</td>
<td>☑️</td>
<td></td>
</tr>
<tr>
<td>Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or awaiting disposal.</td>
<td>☑️</td>
<td></td>
</tr>
<tr>
<td>Inventory controls and procedures will be established for the conducting of monthly inventory reviews and annual comprehensive inventories of medical marijuana at the facility.</td>
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<tr>
<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>
<td>☑️</td>
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</table>

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

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 REDACTION
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:

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<table>
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<tr>
<th>Frage</th>
<th>Antwort</th>
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<tr>
<td>Frage 1</td>
<td>Antwort 1</td>
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<tr>
<td>Frage 2</td>
<td>Antwort 2</td>
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**An Nutzbarkeit und Verfügungssicherheit hinweisend:**

- **Nutzbarkeit:** Die angeforderte Einrichtung hat die notwendige Nutzbarkeit für die Bereitstellung von medizinischem Marihuana.
- **Verfügbarkeit:** Die Einrichtung kann in den vorgegebenen Zeitraum auf das Antragsdatum zugreifen.

**Risikotests:**

- **Chemische Risiken:** Keine bekannt. Die Einrichtung hat eine entsprechende Sicherheitskennzeichnung für die Lagerung und Verarbeitung von Medizinprodukten.
- **Hygienische Risiken:** Die Einrichtung hat eine hygienische Prüfung der Mitarbeiter und ein entsprechendes Training für die personelle Gruppe.

**Betriebsablauf:**

- **Vor- und Nachbereitung:** Die Einrichtung hat eine ausreichende Vor- und Nachbereitung für die Verarbeitung von medizinischem Marihuana.
- **Umschlagbearbeitung:** Die Einrichtung hat eine Technik für die Umschlagbearbeitung.

**Innenausstattung:**

- **Lüftungsanlagen:** Die Einrichtung hat eine ausreichende Lüftungsanlage, um eine saubere und angenehme Arbeitsumgebung zu gewährleisten.
- **Temperatur- und Feuchtigkeitssteuerung:** Die Einrichtung hat eine Technik zur Steuerung der Temperatur und Feuchtigkeit.

**Aufsichtsziele:**

- **Ziel 1:** Die Einrichtung hat einen sicherheitsbezogenen Plan für die Bereitstellung von medizinischem Marihuana.
- **Ziel 2:** Die Einrichtung hat einen Medizinprodukteplan für die Verarbeitung und Lagerung.

**Regelungen und Bestimmungen:**

- **Gesetzliche Anforderungen:** Die Einrichtung hat die notwendigen Genehmigungen und Zulassungen für die Bereitstellung von medizinischem Marihuana.
- **Qualitätsstandards:** Die Einrichtung hat eine QualitätssicherungsPolitik für die Bereitstellung von medizinischem Marihuana.

**Schutz der Konsumierenden:**

- **Erkenntnisse und Erfahrungen:** Die Einrichtung hat eine Erfahrung in der Bereitstellung von medizinischem Marihuana und hat entsprechende Ressourcen für die Sicherheit der Konsumierenden.
- **Trainingsprogramme:** Die Einrichtung hat ein Trainingsprogramm für die Mitarbeiter, um die Sicherheit und Qualität der Bereitstellung von medizinischem Marihuana zu gewährleisten.

**Anhang:**

- **Dokumentation:** Alle notwendigen Dokumentationen der Einrichtung sind vorliegend und in Ordnung.
- **Pflege- und Wartung:** Die Einrichtung hat ein Pflege- und Wartungsplan für die Bereitstellung von medizinischem Marihuana.
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 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.
- 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. In order to maintain thorough records for inventory management, the Company will utilize a
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Quality Assurance Records

Transfer Records (Dispensary to Patient)
Business Records
12. 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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The applicant affirms that workers’ compensation insurance will be obtained by the time the Department determines you to be operational under the Act and regulations. ☒ Yes ☐ No

SECTION 19 – BUSINESS HISTORY AND CAPACITY TO OPERATE

Describe your business history and your ability and plan to maintain a successful and financially sustainable operation:

BUSINESS HISTORY

Overview
CPG Biotics LLC is an enterprise focused on developing leading-edge cultivation, processing technology and dispensing for pharmaceutical-grade cannabis. The Company was founded by visionary and entrepreneur, David T. Davis, with a goal of becoming a national leader in the growing, processing, and dispensing of pharmaceutical-grade cannabis. CPG Biotics LLC has partnered with experts in medicine, medical marijuana, cultivation, manufacturing, law, security, and management to ensure that it remains a financially stable operation. The core leadership personnel are individuals with impressive credentials and competencies in the organizational management of successful enterprises both within and external to the healthcare industry. Core members of the organization have built start-up companies into multi-million dollar businesses enterprises. The Company’s Principals, Operators, and Employees consist of high qualified experts, some of whom are lawyers, a special agent from the Department of Homeland Security and security expert, a quality assurance expert, a medical physician (rheumatologist), a mental health therapist and contract administrator, a veterinarian, two chemists, an information technology expert, and a director of marketing. CPG Biotics has also engaged the services of nationally recognized cannabis industry experts, Siva Enterprises, to provide operations management and oversight.

Vision and Mission of CPG Biotics

CPG Biotics has built an impressive team of experts to accomplish its vision of becoming a pioneer in the evolving science of this medication. CPG Biotics’ mission is to explore new ways for cannabis and hemp to positively affect people’s lives through the development of high quality cannabis-infused oils, topical ointments, tinctures and liquids. The central focus of CPG Biotics’ talented team of health professionals is to identify and perfect the most clinically effective means of integrating Cannabis-based medicine into comprehensive treatment plans for patients with serious illnesses.

CPG Biotics has a mission to operate as the premier model for the distribution of medical marijuana by implementing and endorsing the highest standards of professionalism, integrity, and ethics. The Company is committed to partnering with businesses and community leaders to actively enhance the surrounding community and to provide a quality distribution center. The Company aims to provide a comprehensive medical marijuana facility that will be the leader in its kind for professionalism, quality, and service.

The Company vision is to be the leading industry example by investing in research to develop new and innovative applications for cannabis, while maintaining primary focus on the patient experience. CPG Biotics has formulated its standards and practices to strive for a patient satisfaction rate of 100%, resulting in the safest, most effective products within the modern healthcare marketplace. The Company understands and embraces the evolution of this growing industry, and will make its best effort to address the needs of the marketplace and consumers.

Business History of Dave Davis, President and CEO
David T. Davis, President and Founder of HoverTech International (HTI), started his career in air assisted lateral transfer devices working for someone else. After quite a few years, Dave broke off and decided to launch the HoverTech International family of products, with the introduction of the HoverMatt®. Because he believed in helping people and knew he could make improvements in both the lives of the patient and the caregivers, he took the risk and started HTI in a little house. Working 24-7 to sell and make his product, it was a slow go at first but Dave knew he had the best product and could help so many caregivers and patients to avoid injuries. There was an overwhelming need for this product and Dave had the overwhelming desire to meet that need and help as many people as possible.

As time went on, the HoverMatt idea caught on and Dave was able to move the business from a little house to a bigger house. Still working around the clock, he continued to connect with as many caregivers as possible to teach them how the HoverMatt could change their lives and save their backs. Dave also sold other non-HoverMatt products to nursing homes to help fund the start-up and expansion. To save money, Dave sometimes slept in campgrounds instead of hotels. HTI was totally self-funded by saving money from commission checks from selling the other products.

Dave bought a used sewing machine and taught his step-daughter how to make the HoverMatts. Dave would make the air supplies at night. When sales increased, Dave taught a sewing factory how to make the product and had someone else make the air supplies. Now, HTI has a factory in CA, one in Taiwan and three factories in China making the HoverMatts and a factory in Taiwan making the air supplies.

Dave slowly began expanding the representation of the product through people he met at various trade shows. The first national sales meeting was held in late September, 2001 just after 9/11. Luckily this was not a precursor of things to come. HoverTech had three employees and about 15 independent sales reps at that first meeting. Now, HTI has 38 employees and 95 independent sales reps in the US with international sales in Australia, UK, UAE, Saudi Arabia, France, Germany and other countries. The HoverMatt is recognized as the number one choice of hospitals for lateral patient transfers, boosting, turning in bed, positioning in the OR, and proning. The product line has increased to include the HoverSling, the HoverJack, the HoverMatt Half-Matt, and the HoverMatt Split Leg. Many of these products are available in both reusable and single-patient use versions. The Evacuation HoverJack is used by EMS. Dave is always looking for ways to improve current products along with adding new ones to preserve HoverTech’s reputation as the leader in air assisted lateral transfer devices.

HoverTech International moved to its current location in November 2016, a custom-built office and warehouse building measuring 67,000 sq. ft. Dave remains the leader of HoverTech, bringing his years of experience in the medical device industry and as an innovator in air-assisted patient handling technology. In developing HoverTech International, Dave has led operations, sales management and product development. He currently holds 18 patents for safe patient handling devices. As an industry advocate, he supported the creation of the first Safe Patient Handling Association to further education and certification standards in the medical community. For his efforts, he was awarded the 2016 National Advocacy Award for Safe Patient Handling.
presented by the Association of Safe Patient Handling Professionals. Dave has also held offices in professional associations and has been a speaker at national conferences. His extensive philanthropic contributions include charitable donations that support nursing education and community programs.

**Business History of Jerome Smith, Chief Operating Officer and Chief Financial Officer at CPG Biotics**

In addition, at the forefront of HoverTech International is Jerome Smith who serves as Chief Financial Officer (CFO) and Chief Operating Officer (COO). Jerome brings 37 years of both public and private finance, accounting, and operations experience. Jerome graduated from Villanova University in 1981 with a Bachelor of Science degree in accountancy. His career started as a CPA in the public sector working with various manufacturing, medical professional, software, and banking clientele. Jerome was a CPA for 14 years, performing financial audits and reviews, preparing tax returns for various entities, and providing financial, tax and HR consultative services. He worked in the private industry managing an accounting department of a $50MM company. Jerome worked for a publicly traded company with revenues of $500MM managing the finance and operations departments, and he was a participant on a team that successfully implemented a strategic plan for the publicly traded company. He has been a team leader for multiple implementations of financial and CRM software conversions. In 2008, Jerome joined HoverTech International as CFO and COO. Jerome’s initial goals were to analyze and structuralize the finance and accounting departments of HoverTech. This included costing analysis, supply chain management, and growth financing, while overseeing the day-to-day functions of the accounting and operations departments. As CFO and COO of HoverTech, Jerome has been instrumental in guiding the company over the last 7 years at a compound annual growth rate in excess of 30%.

**Business History of Dr. Marzena Bienek, MD, Chief Medical Officer a CPG Biotics.**

CPG Biotics has hired a full-time Chief Medical Officer. A key member of CPG Biotics will be a currently licensed physician, Dr. Marzena Bienek, MD, in the Commonwealth of Pennsylvania acting as the Chief Medical Officer. Born and raised in Zakopane, Poland, Dr. Bienek had a passion for medical practice very early on in life. In Poland, Dr. Bienek graduated from the Jagiellonian University Medical College in 1984. Dr. Bienek migrated to the U.S. where she became a licensed physician. Dr. Bienek works in Whitehall, PA and specializes in Rheumatology, also, she is affiliated with St Luke’s Hospital. She will bring her awareness of patient issues and the need for comprehensive care to the CPG Biotics team. Her 33 years of experience in the medical field, particularly addressing issues of pain management, will be an asset to medical marijuana patients. Her extensive list of publications within the medical field demonstrates her deep knowledge of pain management issues and her concern for the overall well-being of her patients. In her career, Dr. Bienek has received outstanding awards such as: Patients’ Choice Award, On-Time Doctor Award, and the Compassionate Doctor Recognition Award.

**Business History of Justin Moriconi, General Counsel at CPG Biotics**
Clients in emerging markets are well served by Justin Moriconi’s civil litigation practice with a focus on energy, regulated cannabis, and hemp markets. Business investment, consulting, formation, permitting, expansion, lease drafting and negotiation, contract drafting and enforcement, commercial agreements, lending documentation, and litigation are all served by Mr. Moriconi in a breadth of industries. He regularly lectures on various topics, continuing legal education, and works with the most qualified and successful professionals in their respective trades.

Mr. Moriconi worked up through the ranks, through law school and at law firms, shaping his unique ability to attack legal problems from all sides. A litigator by trade, Mr. Moriconi served as clerk to one of the most progressive and voluminous civil litigation programs in the United States at the Philadelphia Court of Common Pleas. He went on to private practice at a boutique commercial litigation firm garnering practical experience at breakneck speed. During almost six years at a large litigation law firm, Mr. Moriconi began working with Mr. Flowers and started serving clients in regulated markets.

Mr. Moriconi appears in Court’s all over Pennsylvania and New Jersey. He has represented parties in adversary proceedings in the United States Bankruptcy Court for the Districts of Delaware and Pennsylvania. Mr. Moriconi currently concentrates in oil and gas litigation, trust petitions, and lease disputes in the Marcellus Shale region of Pennsylvania and New York. With over a decade of experience in complex civil litigation, motor vehicle defense, injury and toxic exposure defense, and municipal liability defense, Mr. Moriconi offers a robust legal foundation for a burgeoning transactional practice. Exemplar engagements include: multi-million dollar investment deal closings, forced high six figure settlement in commercial breach of services contract matters, contract negotiations adding six figure short-term value and future pension for a licensed professional with commercial enterprise, saving a small business long-term reduction on construction workmanship claims, construction defect claims against a large regional builder, workers compensation, and tort matters.

Mr. Moriconi regularly donates his legal expertise pro bono. He has worked with many of the Delaware Valley’s Legal Aid services and also takes on pro bono matters privately and confidentially. Mr. Moriconi has served on the fee dispute committee of the Philadelphia Bar Association and routinely sits as an arbitrator in the Philadelphia Court of Common Pleas. Mr. Moriconi is a graduate of St. Joseph’s Prep, with a dedication to being "a lawyer for others".

**Business History of Carl Stotz, Director of Operations at CPG Biotics**

CPG Biotics has brought on Carl Stotz as Director of Operations. Mr. Stotz joins CPG Biotics with over ten years of experience and is a logistics expert presently working in a Fortune 500 FDA-controlled facility. He has worked with class 1 narcotics—specifically those containing pseudo-ephedrine—directing inventory counts, audits, and missing-product researches. He has experience in quarantining product to designated areas, product testing preparations, and managing outbound shipping and receiving. In addition, Carl’s experience includes identifying hazardous materials to be destroyed; for example, flammable, organic peroxide, and aerosol materials. Additionally, Carl has started and managed a hops-growing operation, where he oversees planting, growing, and harvesting the hops. He has successfully conducted research on
the strains of hop plants, hop yard designs, irrigation systems, fertilizer requirements, and harvest timing—all for optimal production.

**Business History of Theodore C. Flowers, General Counsel at CPG Biotics**

Ted Flowers is a lifelong resident of the Philadelphia area, having graduated from St. Joe’s Prep, St. Joe’s University, and Temple Law School, and remains actively involved in his community. A trial attorney for 19 years, the last 15 of which he spent practicing with a prestigious national litigation firm where he handled diverse matters including those involving catastrophic injuries and complex commercial issues. In November of 2016, he joined forces with Justin Moriconi to establish Moriconi Flowers, Ltd. The primary focus of this new practice is in the areas of cannabis business development and compliance, premises liability, transportation, and commercial litigation, representing clients in the marijuana, insurance, trucking, and gas & oil industries.

As a litigator, Ted has argued before state and federal appellate courts in Pennsylvania and New Jersey, as well as 1st chaired multiple jury trials through verdict. He has extensive experience in assorted licensing matters, representing hotels, bars, restaurants, distillers, and distributors through all stages of the liquor licensing and regulatory process, and used this expertise to become experienced in the emerging cannabis field. Specifically, in addition to litigation in the insurance defense and personal injury settings, over the past few years Ted developed an interest and practice in the regulated cannabis business investment and consulting areas and is actively involved in entity formation, cannabis business permitting, expansion, and ancillary legal services including contract drafting, enforcement, and litigation. With his extensive background representing motor carriers and similar entities, he also represents businesses involved in the service and support of cannabis growing/processing and dispensing entities.

Ted regularly lectures on various topics on a local and national level in the commercial cannabis, security, insurance and litigation space. Dedicated to serving his community, Ted avidly supports his community through volunteerism and has been consistently named to the First Judicial District of Pennsylvania Pro Bono Honor Roll for having represented indigent clients in diverse legal matters, including representing animal welfare groups in the Philadelphia region.

Ted is a member of the Pennsylvania Bar Association, the New Jersey Bar Association, American Bar Association, DRI, CLM, and National Cannabis Bar Association, in addition to multiple other civic associations. He is admitted to practice in multiple state and federal courts in Pennsylvania and New Jersey.

**Business History of Stefan Wawzyniecki Director of Growing-Processing and Community Outreach Director at CPG Biotics**

Stefan Wawzyniecki has degrees in Chemistry (BS University of Massachusetts), and Environmental Sciences and Technology (MS Rensselaer Polytechnic Institute/HGC). He has spent over 40 years employed in the areas of environmental health and safety, regulatory compliance, and risk assessment. His employers include both federal and state agencies, private consulting firms, academic institutions, and large corporations. Stefan’s work has been
published in EPA archives, and for the Journal of Chemical Health and Safety, of which he is the Associate Editor. Stefan is board certified in three disciplines: Certified Industrial Hygienist CIH, Chemical Hygiene Officer CCHO, and Hazardous Materials Manager CHMM. He is Past Chair of the American Chemical Society’s Division of Chemical Health and Safety, where he helped promote a subdivision for Cannabis Chemists. He continues to work for the subdivision in outreach activities.

Stefan currently sits on the Board of Directors of the National Registry of Certified Chemists (NRCC), and is working to develop a credential for certified cannabis chemists for the analysis and quality control component of medicinal marijuana. Stefan currently works for the University of Connecticut, where he assesses risks in animal research involving chemo therapeutics and novel drugs, and teaches as an adjunct professor.

**Business History of Kelly Miller, Director of Regulatory Compliance at CPG Biotics**

Over the past 15 years, Kelly has established herself as a highly-regarded professional in the human services field. She has a broad range of experience in mental health care and administrative management, and has been directly responsible for regulatory compliance in non-profit corporations in the state of Pennsylvania and brings to the table her skills in assisting organizations with navigating through regulatory standards. Kelly combines management and supervisory experience in the areas of: Licensing and Regulatory Compliance, Policy and Records Management, Incident Reporting, Maintenance and Operations. In her current position at HoverTech International, she has responsibilities in Contract Administration, Safety and Corporate Compliance, Human Resources Management, and Quality Assurance. Kelly has extensive experience serving as a resource provider and liaison between community programs and the families which they serve, allowing her to ensure that quality systems are in place and functioning according to state expectations. Kelly holds a Master of Science in Clinical and Counseling Psychology, and is able to take her proficiency as a mental health therapist and effectively correlate that with comprehensive patient care. Her experience in the field of human welfare and in organizations dedicated to enhancing the quality of life for families and children is an asset to CPG Biotics and its overall mission to serve others.

**Business History of Megan Lyn Pittenger, General Manager and Assistant Director of Growing-Processing at CPG Biotics**

Dr. Meg Pittenger is a veterinarian with advanced training and certifications in multiple forms of alternative and complementary medicine. She currently owns and operates Integrated Equine Veterinary Service, a practice focused on providing high quality and innovative care for equine patients.

Dr. Meg brings with her many years of schooling and practical work experience. After graduating valedictorian from high school, she went on to The University of Pennsylvania, earning her Bachelor’s degree in History and Sociology of Science with dual minors in biology and psychology. Dr. Meg attained her Doctor in Veterinary Medicine (DVM) with High Honors from Ross University School of Veterinary Medicine and completed her clinical year at Auburn University. After completing several veterinary externships, she accepted a position as an associate with a full service equine ambulatory practice where she worked for many years.
She is a Certified Veterinary Acupuncturist (CVA) and Tui-na massage practitioner, trained by the Chi Institute of Traditional Chinese Veterinary Medicine. Dr. Meg also holds her CVMMP (Certified Veterinary Medical Manipulation Practitioner) designation, for a modality similar to human chiropractics, from the Integrative Veterinary Medical Institute. She regularly attends continuing education seminars on functional neurology and advanced chiropractic techniques. Her advanced training in equine dentistry was gained through The American School of Equine Dentistry and she completed a working apprenticeship under Dr. Ray Hyde DVM.

Her professional memberships include American Veterinary Medical Association (AVMA) and American Association of Equine Practitioners (AAEP).

Over the years as a practicing veterinarian, Dr. Meg developed a sincere appreciation and focus on providing multi-modal pain management, especially for some of her tougher cases whose pain was refractory to more conventional treatments. Dr. Meg has a strong interest in the utilization of cannabis and hemp products for the potential benefit of veterinary and human patients and believes we should assemble the most comprehensive “toolbox” possible for providing comprehensive pain relief.

**Business History of Cynthia Joy Strohl, Head of Growing and Assistant Director of Regulatory Compliance at CPG Biotics**

As a multidisciplinary Quality Assurance professional with 17 years of experience Cindy began in the industry as a Principal Chemist and grew through subsequent roles as Quality Engineer, and eventually Regulatory Compliance and Quality Manager. With 13 years in the pharmaceutical and chemical industries at Mallinckrodt Baker, she moved from Quality Engineer to the medical device field as Quality and regulatory Manager at a start-up clinical diagnostic device company in Bethlehem Pa. There Cindy developed the skills for design control and ISO 13485 compliance rounding out her quality systems management and document control strengths. Currently Cindy holds the Quality Assurance/ Compliance Manager role at FedEx Supply Chain in Tobyhanna PA as the third party logistics company which manages 40% of Johnson & Johnson’s consumer distribution in North America. She has built a well-rounded understanding of a various industries and processes from manufacturing, research, startup ventures, and customer focused service industries. Having experience in the implementation of quality management systems, product development, and maintaining compliance through the audit process including FDA; European, British, and Japanese Pharmacopeia’s; and the European Medical Device Directive, she has ensured continued compliance and product safety and efficacy throughout each company she has supported.

Cindy holds a BS in Biology, Internal Auditor certification and multiple training certificates ranging from equipment validation, root cause analysis and statistical process control.

**Business History of Francisco “Frankie” Cruz, Chief Information Officer at CPG Biotics**

Frankie Cruz is a network administrator with a technological background of over 20 years. His areas of expertise include networks, security, LAN/WAN protocols, and systems. With the ever-
changing advances of technology; Frankie focuses on providing secure long term solutions. He currently serves as a technical lead for Lehigh Carbon Community College; and has chaired the IT Committee for Habitat for Humanity of the Lehigh Valley. Prior to that; he has worked for Starwood Hotels and Resorts, Interactive Data, and Thomson Financial.

Business History of Taylor Lutz, Human Resources Manager at CPG Biotics
Taylor has been working on the commercial/business side of insurance for the past 13 years. She started her career at one of the largest insurance brokerages in the country, and currently serves one of the region’s largest independent agencies. She specializes in handling commercial insurance for a variety of manufacturers and large contractors, with a focus on risk management and tailoring insurance programs to each client’s specific needs. She has earned her Customer Insurance Service Representative (CISR) and Certified Insurance Counselor (CIC) designations.

Plan of Action for Creating a Successful and Financially Sustainable Business
Capitalization is one of the key components of a successful business. CPG Biotics is capitalized at 10 million dollars. CPG Biotics has built a flexible business model that offers the Company a means of further success and greater growth as well as adaptability as the business continues to grow and expand. The Company has formulated a comprehensive and thorough plan for operations and management, with the expertise of key personnel, including the President (David T. Davis), the Chief Operating Officer and Chief Financial Officer (Jerome Smith), and the Chief Medical Officer (Dr. Marzena Bieniek, MD) at CPG Biotics.

CPG Biotics will create an advisory board consisting of experts in fields applicable to its operations to offer maximum direction in maintaining a successful and financially sustainable business, such as, but not limited to, medicine, medical marijuana grow practices, the manufacturing of medical marijuana, research and education, security and anti-diversion, fire plan and safety practices, construction and architectural design, law, management and administration, political affairs, information technology, and inventory management.
CPG Biotics has fully executed a consulting agreement with SIVA Enterprises to provide application support and turnkey management for its operations. SIVA Enterprises is a full-service business development firm that provides turnkey management, capital raising methods, and full licensing support at both a state and local municipality level. Their proven ability to setup and operate within regulated markets has exemplified them as one of the most reputable and successful consulting firms in the cannabis industry. Since 2014, SIVA has produced quality cannabis operations and progressive industry leaders committed to advancing the best management practices nationwide.

SIVA is deeply involved and connected with groups who are affecting legislation and policy-making in the cannabis industry. In addition, SIVA works with policy makers, government officials, and politicians to help them understand and develop responsible cannabis policy reforms for cannabis at the state level. Additionally, SIVA has served as a consultant and as a main source of information for local municipalities to write and draft local level ordinances and regulations in multiple states.

In addition, SIVA creates client specific plans and Standard Operating Procedures for all areas related to medical marijuana operations, including but not limited to: facility sites, diversity, disposing and waste, transportation, testing procedures, and security plans. SIVA strives to over-deliver and exceed all applicable laws and regulations in all plans created for clients pertaining to local and state applications for permits and licenses.

The company was founded by Avis Bulbulyan as Bulbulyan Consulting Group (BCG) in 2014 after Avis’s successful engagement with Medical Marijuana of Massachusetts, a group that included former US Congressman William Delahunt. Under Avis’s advisement, the group was the highest scoring applicant in the state with a near-perfect 160 out of 163 possible points, and was the only group to be awarded the maximum three out of three of licenses. In March 2014, BCG’s Nevada client won four out of the five Nevada license applications. BCG helped Illinois clients secure one cultivation license and one dispensary license, secured 16 licenses in their home state of California, and secured a dispensary license in the state of Maryland for their client.

Avis Bulbulyan’s winning expertise as the founder of SIVA Enterprises led him to becoming the President of Los Angeles Cannabis Task Force (LACTF). LACTF helps establish a safe, lawful, thriving cannabis licensing system in the City of Los Angeles. Avis is the leading expert speaker on understanding cannabis licensing and implementing daily cannabis operations. Avis is continuously featured as a guest speaker in major cannabis conferences such as the annual MJ Business Conference and Expo in Las Vegas, World Medical Cannabis Conference & Business Expo, Cannabis Experts Conference in Pittsburg, and the Pennsylvania Medical Cannabis
Society where he consulted Pennsylvania applicants on licensing and operational best practices. In his home state of California, Avis is a speaker for the Native Nation events organization and the Independent Cities Association which represents approximately 120 cities throughout California.

Avis’ expertise has been instrumental in building a cannabis consulting firm that delivers expert knowledge and advice and possesses a credible long standing reputation for trust and transparency in the industry. SIVA Enterprises is committed to assisting clients in all facets of their start-up business. The team is comprised of highly qualified professionals with expertise in the areas of accounting, turn-key management, legal, dispensing, cultivation, licensing, marketing, and technical writing.
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<th>Occupation</th>
<th>Title in the applicant’s business</th>
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<tr>
<td>David</td>
<td>Tyrone</td>
<td>Davis</td>
<td>President/Owner</td>
<td>President</td>
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<tr>
<td>Kelly</td>
<td>Jo Ann</td>
<td>Miller</td>
<td>Contract Administrator</td>
<td>Director of Regulatory Compliance</td>
</tr>
<tr>
<td>Jerome</td>
<td>Peter</td>
<td>Smith</td>
<td>CFO/COO</td>
<td>Chief Financial Officer</td>
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<tr>
<td>Joanne</td>
<td>Catherine</td>
<td>Davis</td>
<td>Executive Administrator</td>
<td>Vice President</td>
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<tr>
<td>Carl</td>
<td>Michael</td>
<td>Stotz</td>
<td>Sr. Operations Director</td>
<td>Director of Operations</td>
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<td>Isabelle</td>
<td>Julie</td>
<td>Werkheiser</td>
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Section 21 – Ownership

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

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

Complete the appropriate section(s) below:

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

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<thead>
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<th>Name and Residential Address</th>
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<tbody>
<tr>
<td><strong>First Name:</strong> David</td>
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<td>Occupation: President/Owner</td>
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# Pennsylvania Department of Health
## Medical Marijuana Dispensary Permit Application

### Name and Residential Address

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<th>First Name: Joanne</th>
<th>Middle Name: Catherine</th>
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<td>Occupation: Executive Administrator</td>
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Zip Code: [________]  
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Percentage of outstanding voting stock: [______]  
Terms, conditions, rights and privileges: [________]  

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Number of shares held: [________]  
Date Acquired: [MM/DD/YYYY]  
Percentage of outstanding voting stock: [________]  
Terms, conditions, rights and privileges: [________]  

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[Image of Pennsylvania Department of Health logo]  
105
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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

B. FOR PARTNERSHIPS AND LLPs

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

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### 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:

**CPG Biotics LLC**
Summary of available Capital and Estimated Spending Plan to be used to Become Operational within Six Months from the Date of the Issuance of the Permit.
Salaries & Training
Part F – Community Impact

(SCoring Method: 100 Points)

SECTION 23 – COMMUNITY IMPACT

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

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

Community Benefits Plan

Vision
The Company has made it a top priority to ensure that the community of Chester and its surrounding areas benefits from the proposed commercial cannabis business. The Company has provided a framework and benchmarks that will help guide and evaluate its efforts to address community needs. This plan will serve as a guide in reviewing the current initiatives, as well as setting goals for future efforts.

Outreach
With the Company focused on all aspects of diversity and inclusion, the Company plans to partner with multiple organizations in need of financial support, volunteering, mentoring, educational programs, resources, etc. Some of the organizations that have been strategically identified include the Young Men’s Christian Associations (YMCA), and Habitat for Humanity. The Company will be able to offer financial assistance towards the YMCA’s mission of:

- Striving for spiritual, intellectual, and physical well-being of individuals in the community;
- Empowering all people to take increased responsibility and assume leadership at all levels, and working towards an equitable society;
- Advocating for and promoting the rights of women and upholding the rights of children.
- Fostering dialogue and partnership between people of different faiths and ideologies and recognizing the cultural identities of people and promoting cultural renewal;
• Committing to work in solidarity with the poor, dispossessed, uprooted people and oppressed racial, religious and ethnic minorities; and

• Seeking to be mediators and reconcilers in situations of conflict and working for meaningful participation and advancement of people for their own self-determination.

In regards to Habitat for Humanity of Chester, the Company will assist with making financial contributions, as well as volunteering to build affordable housing for low to very low-income families. The Company recognizes the importance addressing the issue of poverty housing across the state of Pennsylvania.

In addition, the Company 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 (also known as HIV/AIDS), Glaucoma, Inflammatory Bowel Disease (IBD), Multiple Sclerosis, etc. This outreach will extend to Autism support groups, and mental health providers for patients suffering with Post Traumatic Stress Disorder (PTSD). Furthermore, the Company intends to provide assistance (i.e. bus tokens, reimbursement for travel to dispensaries, etc.) for both low-income clients and clients with disabilities.

To continuously weave in diversity and inclusion, Company has developed a “Community Advisory Board.” The Company’s executive officers will develop a donation strategy based on recommendations by the Community Board, which would identify where the most need is, and partner with those specific organizations. The Community Board will be comprised of representatives from various sectors of the local community, which include religious backgrounds, low-income, disabled, and law enforcement.

Furthermore, the Company intends to streamline its efforts to positively impact 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, and mental health issues. This is what sets the Company apart—attention to the actual needs of the immediate community, and assisting with actively providing a solution to address those needs.

**Local Jobs: Hiring Priority**

Local residents will be given preference in the employee hiring process for the Company’s medical marijuana facility. In an effort to decrease the unemployment rate in the surrounding communities, the Company aims to locally recruit candidates and provide job-training programs to the residents. As such, the Company will commit to hire residents from Chester to work in the facility. The Company goal is to obtain 50% of new hires from the Chester community. However, if the Company finds that applicants are qualified, then the Company may hire more than 50% of new hires from Chester. The Company also commits to paying a livable wage to all new hires, including benefits such as employee health care and paid vacations. Company has already signed a union collective bargaining agreement acknowledgement form that allows employees to work with local unions, and also ensures that all employees have the best access to benefits and wage issues.
Job Fairs
To ensure that Chester residents are informed and aware of employment opportunities with the Company, members from the Company will conduct several job fairs to promote such employment opportunities. The Company will collaborate with Chester County local community organizations, and non-profit groups to host job fairs. The Company will have bilingual staff available to assist residents fill out and complete employment applications. The Company’s goal is to hire as many qualified Chester residents as possible to fill the Company’s employment needs.

Job Readiness and Training
The Company is currently working on a prospective curriculum outline for the proposed pipeline project that will be geared towards helping community residents who are seeking employment with the Company, develop the skills and knowledge that are essential for success. This core soft skills curriculum along with other ancillary components, including the assessment and screening process, industry customized training, case management, career coaching, ongoing retention, and advancement support will enable potential employees to not only demonstrate their readiness to successfully enter the workplace, but retain and advance in their positions. The Company is in the process of establishing a six-section curriculum which will discuss the following:

1. Section 1— Workforce Preparation Skills
   - Starting with a goal
   - What a new worker needs to know
   - Dress for success
   - Your attitude
   - Self-talk
   - Developing a good work ethic
   - Understanding employer’s expectations
   - Preparing for the interview

2. Section 2— Communication Skills
   - Reading essentials
   - Writing essentials
   - Listening essentials
   - Body language
   - Conflict resolution

3. Section 3— Interpersonal Skills
   - Understanding your personal style
   - Working with others on a team
   - Developing and maintaining good working relationships
   - Valuing and respecting diversity
   - Coping with change and other challenges
   - Responding to Feedback
4. Section 4—Life Management Skills
   - Managing time effectively
   - Managing resources
   - Math basics
   - Developing support systems

5. Section 5—Decision-Making Skills
   - Using good judgment
   - Solving problems effectively
   - Making good decisions
   - Being assertive not aggressive
   - Managing Anger

6. Section 6—Customer Service Skills
   - Providing prompt and courteous service
   - Managing customer requests and concerns
   - How to communicate with customers
   - Telephone etiquette
   - Handling problems and complaints

Charitable Giving
Our Company will reserve 3 to 5 percent of its pre-tax profits for charitable contributions. The Company intends to assess the financial needs of the local community, and offer support for organizations and causes it can immediately impact. The financial resources will be used to promote the civic life and welfare of Chester residents, with a focus on vulnerable communities, including minors, senior citizens, at-risk individuals and the economically vulnerable. The Company will take an active role in each organization by attending membership meetings, joining board of directors, and providing the Company’s knowledge and experience to assist and promote each organization. The Company shares a passion for the Chester community and aims to become a central part of the community’s bright future by serving as a continuing resource for the betterment of the community.

Community Advisory Committee
To ensure its commitment to the Chester community, the Company is in the process of establishing a Community Advisory Committee. The committee advises on matters concerning education, health, and employment opportunities for community residents. The Company would incorporate representatives from the City Council, Fire Department, Police Department, local organizations and members from the neighboring community. Community outreach gives citizens an opportunity to be heard, to learn more about proposed actions, and to participate in shaping the community’s development. It also presents an opportunity to bring disenfranchised or underrepresented voices into the conversation. Targeted outreach efforts can reach out to specific groups that are not usually present in the decision-making process.
Community Relations Representative
The Company will provide the City manager with the name, telephone number, and email address of an on-site compliance officer, to whom the City can provide notice should there be operating problems associated with the medical marijuana facility. Further, the compliance officer will serve as the main point of contact for members of the public who may have concerns or complaints regarding the operation of the facility. In addition, the Company will provide the above information to all businesses and residences located near the facility. A compliance officer will be made available for contact, seven days a week.

Educational Programs
Drug Abuse Awareness
Today’s youth and adults face many risks, including drug abuse, violence, and HIV/AIDS. Responding to these risks before they become problems can be difficult. One of the goals of the Company is to help the Chester community to understand the causes of drug abuse and prevent its onset. Drug abuse has serious consequences in the home, schools, and communities. The Company will partner with a community organization that will educate residents on all forms of drug abuse, including but not limited to tobacco, alcohol, marijuana, heroin, opioids, inhalants, prescription medication and over-the-counter drugs.

Another aspect of the drug awareness prevention program would assist with family-based prevention programs that would enhance family bonding and relationships and include parenting skills; practice in developing, discussing, and enforcing family policies on substance abuse; and training in drug education and information. Parental monitoring and supervision are critical for drug abuse prevention. These skills can be enhanced with training on rule-setting; techniques for monitoring activities; praise for appropriate behavior; and moderate, consistent discipline that enforces defined family rules.

To enforce drug awareness, the Company would like to assist with programs that reach out to elementary through high school children. The prevention program catered towards elementary students would target improving academic and social-emotional learning to address risk factors for drug abuse, such as early aggression, academic failure, and school dropout. Education should focus on the following skills: self-control, emotional awareness, communication, social problem-solving, and academic support. The prevention program tailored towards middle through high school students would increase academic and social competence with the following skills: study habits and academic support, communication, peer relationships, self-efficacy and assertiveness, drug resistance skills, reinforcement of antidrug attitudes, and strengthening of personal commitments against drug abuse.

In addition, the Company has set its sights on the possibility of working with Project ALERT which offers a drug prevention curriculum that is a 2-year, universal program for middle school students that reduces the onset, and regular use of substances among youth. The 14-lesson program is designed to prevent drug use initiation and the transition to regular use. It focuses on substances that adolescents typically use first and most widely—alcohol, tobacco, marijuana, and inhalants. Project ALERT uses participatory activities and videos to help students establish...
nondrug norms, develop reasons not to use, and resist prodrug pressures. The program has prevented marijuana use initiation, decreased current and heavy smoking, curbed alcohol misuse, reduced prodrug attitudes and beliefs, and helped smokers quit. The program has proven successful with high- and low-risk youth from a variety of communities.

**Anti-Bullying Programs**
The Company understands the need for schools to maintain safe and productive learning environments by addressing issues that interfere with the educational process, such as bullying. The statistics for bullying are disheartening, to date:

- Over 3.2 million students are victims of bullying each year;
- Approximately 160,000 teens skip school every day because of bullying;
- 17% of students reported being bullied 2 to 3 times a month or more within a school semester;
- 1 in 4 teachers see nothing wrong with bullying and will only intervene 4% of the time;
- By age 14 less than 30% of boys and 40% of girls will talk to their peers about bullying;
- Over 67% of students believe that schools respond poorly to bullying, with a high percentage of students believing that adult help is infrequent and ineffective;
- 71% of students report incidents of bullying as a problem at their school;
- 90% of 4th through 8th graders report being victims of bullying;
- 1 in 10 students drop out of school because of repeated bullying;
- As boys age, they are less and less likely to feel sympathy for victims of bullying; and
- Physical bullying increases in elementary school, peaks in middle school and declines in high school. Verbal abuse, on the other hand, remains constant.

Bullying can be prevented, especially when the power of a community is brought together. Community-wide strategies can help identify and support children who are bullied, redirect the behavior of children who bully, and change the attitudes of adults and youth who tolerate bullying behaviors in peer groups, schools, and communities. The Company, along with the Community Advisory Board will hold meetings that will discuss what types of bullying community members see and discuss developing targeted solutions with input from youth in the community, mental health specialists, law enforcement officers, neighborhood associations, service groups, faith-based organizations, and local businesses.

To further its commitment to addressing bullying, the Company intends on reaching out to ‘Operation Respect’ which is a non-profit education and advocacy organization dedicated to transforming schools, and other youth-serving organizations into respectful, safe and compassionate climates of learning, free of bullying, ridicule and violence.

**Veteran Outreach**
Pennsylvania has one of the highest populations of Veterans in the U.S. with 1.1 million residents having served. The Company would like to partner with other organizations to offer services that could enhance the Veterans physical, emotional, and economic well-being. Some services that may be offered to Veterans would include presentations and panel discussions focusing on: Post
Mentorship Program

One-on-one instruction, or mentoring, is one of the oldest forms of teaching. Mentoring is an increasingly popular way of providing guidance and support to young people in need. The Company realizes the value of offering a mentorship program to youth in Chester county. With the vast array of talented individuals that make up the Company’s staff, youth in the community would be able to benefit from a mentor-mentee relationship by learning and being exposed to new skills, new environments, and new opportunities.

Some benefits of a mentorship program include:

- Increases in:
  - Self-esteem levels
  - Regard for and comfort with members of other races
  - Ability to maintain satisfactory relationships with other adults
  - Decision-making ability in the career-choice process

- Mentoring programs may noticeably increase school attendance among protégés in a mentoring relationship.
- Roles of non-familial adults in the lives of at-risk children have been shown to be beneficial in increasing resiliency and success in the face of adversity.
- In programs that specialize in youth mentoring, people from outside a youth's everyday world cooperate to ameliorate a youth's situation, giving the community a stake in her or his future.
- Mentor programs open new opportunities and understanding for mentors and protégés previously unavailable due to too many barriers, prejudices, or lack of options.
- Mentor programs offer a cheap, fast way to pass valuable skills and knowledge from person to person.
- Passing opportunities along from one person to another helps ensure that those living in a community have the ability to maintain and improve it.
- Being a volunteer mentor is an honor. Mentors and role models have a chance to "show off" their skills, and enjoy successfully teaching someone something new.

Mentoring is a proven strategy for positive youth development. Youth are more likely to succeed in life when they have the additional support of a caring, consistent adult mentor. Having a mentor can enhance a young person’s learning skills and help build resiliency and self-control. Youth with mentors are less likely to engage in risky behavior with drugs and alcohol, and are more likely to develop positive relationships with peers and adults, and to grow up to become productive members of society.
Attachment A: Signature Page

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

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

| ☒ Yes | □ No |

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

FEES:
☒ Initial Application Fee
☒ Initial Permit Fee

APPLICATION:
☒ Completed Application

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

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

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

<table>
<thead>
<tr>
<th>File Name</th>
<th>Name of Document</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPG Biotics LLC_03202017_Dispensary_Full Security Plan</td>
<td>CPG Biotics Security Plan</td>
<td>To give the Department a thorough understanding of the applicants security plan.</td>
</tr>
<tr>
<td>CPG Biotics LLC_03202017_Dispensary_Staffing Plan</td>
<td>CPG Biotics Staffing Plan</td>
<td>To give the Department a thorough understanding of the applicants staffing plan including bios and resumes for all persons part of CPG Biotics.</td>
</tr>
<tr>
<td>CPG Biotics LLC_03202017_Dispensary_Employee Handbook</td>
<td>CPG Biotics LLC Employee Handbook</td>
<td>To give the Department a thorough understanding of the applicants employment practice.</td>
</tr>
<tr>
<td>CPG Biotics LLC_03202017_Dispensary_Business Plan</td>
<td>Market Analysis and Combined Forecasted Financial Statements</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 CPG Biotics over five years.</td>
</tr>
<tr>
<td>CPG Biotics LLC_03202017_Dispensary_Current Officers (Contd.)</td>
<td>Current Officers Contd.</td>
<td>Continuation of Application Section 20 – Current Officers</td>
</tr>
<tr>
<td>CPG Biotics LLC_03202017_Dispensary_Employee Qualifications, Description of Duties and Training (Contd.)</td>
<td>Section 9(A) - Employee Qualifications, Description of Duties and Training (Contd.)</td>
<td>Continuation of Application Section 9(A) – Employee Qualifications, Description of Duties and Training.</td>
</tr>
<tr>
<td>CPG Biotics LLC_03202017_Dispensary_Principles Financial Backers And Operators (Contd.)</td>
<td>CPG Biotics LLC_03202017_Dispensary_Principles Financial Backers And Operators (Contd.)</td>
<td>Continuation of Application Section 4 - Principles Financial Backers and Operators</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: [Signature]
Title in Applicant's Business: [Title]
Date: [03/20/17]

Printed Name: [David T. Davis]
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

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

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

<table>
<thead>
<tr>
<th>Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPG Biotics, LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trade names and DBA (doing business as) names:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Principal Business Address: 2261 Woodlark Circle</th>
</tr>
</thead>
<tbody>
<tr>
<td>City: Bethlehem</td>
</tr>
<tr>
<td>State: Pennsylvania</td>
</tr>
<tr>
<td>Zip Code: 18017</td>
</tr>
<tr>
<td>Phone: (484)544-6740</td>
</tr>
<tr>
<td>Fax: (610)694-9601</td>
</tr>
<tr>
<td>Email: <a href="mailto:infocpgbiotics@gmail.com">infocpgbiotics@gmail.com</a></td>
</tr>
</tbody>
</table>
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
03/06/2017

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

CPG Biotics, LLC

I, [redacted], Secretary of the Commonwealth of Pennsylvania, do hereby certify that the foregoing and annexed is a true and correct copy of

Creation Filing filed on Oct 12, 2016 - Pages (3)

which appear of record in this department.

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

[Seal]

Secretary of the Commonwealth

Certification Number: [redacted]

Verify this certificate online at http://www.corporations.pa.gov/orders/verify.aspx
Certificate of Organization
Domestic Limited Liability Company
DSCB:15-8913 (rev. 7/2015)

Return document by mail to:

Return document by email to:

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

Fee: $125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., “company”, “limited” or “limited liability company” or abbreviation):

   CPG Biotics, LLC

2. The (a) address of the limited liability company’s initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is: (Complete (a) or (b) – not both)

   (a) Number and Street      City      State      Zip      County

   (b) Name of Commercial Registered Office Provider      County

   c/o: N/A

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

   Name      Address

   
   

PA DEPT. OF STATE

OCT 12 2016
4. **Strike out if inapplicable term**
   A member’s interest in the company is to be evidenced by a certificate of membership interest.

5. **Strike out if inapplicable**
   —Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: ____________
   (MM/DD/YYYY and hour, if any)

7. **Strike out if inapplicable**
   The company is a restricted professional company organized to render the following restricted professional service(s):

   ________________________________
   ________________________________

8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet. **See Attached Exhibit A**

---

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

/2 __________ day of October, 2016.
EXHIBIT A

CERTIFICATE OF ORGANIZATION

CPG BIOTICS, LLC

8. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be organized under the Pennsylvania Limited Liability Company Law of 1994, as amended, and exercising all powers, rights and privileges and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.
Date of this notice: 10-25-2016
Employer Identification Number: [Redacted]
Form: SS-4
Number of this notice: CP 575 G
For assistance you may call us at: 1-800-829-4933
IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

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

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

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

IMPORTANT REMINDERS:

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

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

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

* Provide future officers of your organization with a copy of this notice.

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

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.
Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

Your Telephone Number: _______  Best Time to Call: _______

DATE OF THIS NOTICE: 10-25-2016
EMPLOYER IDENTIFICATION NUMBER: [Redacted]
FORM: SS-4

INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

CPG BIOTICS LLC
CERTIFICATE OF MEMBERSHIP INTEREST
IN
CPG BIOTICS, LLC
A Pennsylvania Limited Liability Company
Certificate No. 1

CPG Biotics, LLC, a Pennsylvania limited liability company (the “Company”), hereby certifies that David T. Davis (the “Holder”) is the registered owner of a 100% Membership Interest in the Company, comprising an interest in the Company’s capital and the other rights and interests set forth in the Operating Agreement of the Company effective as of October 12, 2016 (as the same may be modified, amended, and/or restated from time to time, the “Operating Agreement”), under which the Company was formed and is existing.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE PENNSYLVANIA SECURITIES ACT OF 1972, AS AMENDED, OR SIMILAR LAWS OR ACTS OF OTHER STATES, IN RELIANCE UPON EXEMPTIONS UNDER THOSE LAWS AND ACTS. NOTICE IS HEREBY GIVEN THAT THE SALE, OFFER FOR SALE, ASSIGNMENT, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO AND RESTRICTED BY THE PROVISIONS OF A CERTAIN CPG BIOTICS, LLC OPERATING AGREEMENT, AMONG THE COMPANY AND THE COMPANY’S MEMBERS, EFFECTIVE AS OF OCTOBER 12, 2016, A COPY OF WHICH AGREEMENT MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY. BY THE EXECUTION OF THIS CERTIFICATE AND THE ACQUISITION OF THE MEMBERSHIP INTEREST REFERENCED HEREIN, EACH PRESENT AND FUTURE MEMBER REPRESENTS, INTER ALIA, THAT SUCH MEMBER IS ACQUIRING SUCH MEMBER’S MEMBERSHIP INTEREST FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION OR RESALE AND THAT SUCH MEMBER WILL NOT SELL, OFFER FOR SALE, TRANSFER, PLEDGE, OR OTHERWISE DISPOSE OF SUCH MEMBER’S MEMBERSHIP INTEREST: (I) OTHER THAN IN ACCORDANCE WITH THE OPERATING AGREEMENT; AND (II) WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE ABOVE REFERENCED LAWS AND ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

Dated as of: October 12, 2016

CPG BIOTICS, LLC

By: ____________________________________________
CONSENT IN LIEU OF A SPECIAL MEETING
OF THE SOLE MEMBER OF
CPG BIOTICS, LLC

The undersigned, being the sole Member of CPG Biotics, LLC, a Pennsylvania limited liability company (the “Company”), does hereby consent, in lieu of a special meeting of the sole Member, to the following actions taken by or on behalf of the Company.

WHEREAS, [Redacted] is the current owner of 100% of the Category A Membership Interests in the Company (the “Membership Interest”); and

WHEREAS, [Redacted] desires to transfer fifty-one percent (51%) of his Category A Membership Interest in the Company (the “Transferred Interest”) to [Redacted] and [Redacted] desires to acquire the Transferred Interest; and

WHEREAS, it is in the best interest of the Company and the sole Member to approve the transfer of the Transferred Interest in the Company to [Redacted] and to waive any and all restrictions on the transfer of the Transferred Interest, whether set forth in that certain Operating Agreement effective as of October 12, 2016 (the “Operating Agreement”) or otherwise, including but not limited to, notice requirements and rights of first refusal on transfers, if any (collectively, the “Restrictions”); and

WHEREAS, in order to facilitate the transfer of the Transferred Interest, it is in the best interest of [Redacted] to enter into that certain Amended and Restated Operating Agreement effective as of [Redacted], 2017 (the “Amended and Restated Operating Agreement”), which shall supersede and replace the Operating Agreement.

IT IS THEREFORE:

RESOLVED, that [Redacted] transfer of the Transferred Interest to [Redacted] is hereby ratified and approved.

FURTHER RESOLVED, that all ancillary documents related to the transfer of the Transferred Interest are hereby approved and adopted.

FURTHER RESOLVED, that the new ownership in the Company shall be as follows:

[Redacted]

FURTHER RESOLVED, that the restrictions contained in the Operating Agreement related to the transfer of the Transferred Interest and any other Restrictions, if any, are hereby waived by the sole Member and the Company.
FURTHER RESOLVED, that [redacted] are hereby authorized and directed to execute new Membership Certificates following the transfer of the Transferred Interest.

FURTHER RESOLVED, that the Amended and Restated Operating Agreement is hereby ratified and approved and the Operating Agreement is superseded and replaced.

FURTHER RESOLVED, that [redacted] are hereby authorized and directed to take such further actions as may be necessary to effect the foregoing Resolutions.

Dated: [redacted], 2017

Signature Page: Consent in Lieu of a Special Meeting of the Sole Member of CPG Biotics, LLC Authorizing the Transfer of the Transferred Interest and the Adoption of the Amended and Restated Operating Agreement.
UNANIMOUS CONSENT IN LIEU OF A
SPECIAL MEETING OF THE MEMBERS OF
CPG BIOTICS, LLC

The undersigned, being all of the Members of CPG Biotics, LLC, a Pennsylvania limited
liability company (the “Company”), do hereby consent, in lieu of a special meeting of the
Members, to the following actions taken by or on behalf of the Company.

WHEREAS, the Members of the Company desire to specifically delegate their right, power
and authority to [redacted] to act as the Company’s representative and to have signing authority and execute documents on behalf of the Company; and

WHEREAS, it is in the best interest of the Company to delegate signing authority, on
behalf of the Company, to [redacted]

IT IS THEREFORE

RESOLVED, that the [redacted] is hereby authorized and directed to act as a
representative of the Company, and to have signing authority on behalf of the Company.

FURTHER RESOLVED, that this Consent may be executed in counterparts (electronic or
otherwise), each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Consent, it being understood that all parties need not sign the same
counterpart.

Dated: March 2, 2017

[Redacted]
MEMBERSHIP INTEREST TRANSFER

FOR VALUE RECEIVED, [Name] does hereby assign and transfer unto [Name] a fifty-one percent (51%) Category A Membership Interest in CPG BIOTICS, LLC, a Pennsylvania limited liability company (the "Company"), as of the date hereof, and does irrevocably constitute and appoint [Name] Attorneys at Law to transfer the said Category A Membership Interest on the books of the Company with full power of substitution in the premises.

Effective as of: March 2, 2017

IN PRESENCE OF
MEMBERSHIP INTEREST TRANSFER

FOR VALUE RECEIVED, [name] does hereby assign and transfer unto [name] a fifty-one percent (51%) Category A Membership Interest in CPG BIOTICS, LLC, a Pennsylvania limited liability company (the "Company"), as of the date hereof, and does irrevocably constitute and appoint [name], Attorneys at Law to transfer the said Category A Membership Interest on the books of the Company with full power of substitution in the premises.

Effective as of: [March 2], 2017

IN PRESENCE OF
CERTIFICATE OF MEMBERSHIP INTEREST
IN
CPG BIOTICS, LLC

A Pennsylvania Limited Liability Company

Certificate No. 2

CPG Biotics, LLC, a Pennsylvania limited liability company (the “Company”), hereby certifies that [Redacted] (the “Holder”) is the registered owner of a 49% Category A Membership Interest in the Company, comprising an interest in the Company’s capital and the other rights and interests set forth in the Amended and Restated Operating Agreement of the Company effective as of March 2, 2017 (as the same may be modified, amended, and/or restated from time to time, the “Operating Agreement”), under which the Company was formed and is existing.


Dated as of: 03/02, 2017

By:

[Signature]

By:

[Signature]
CERTIFICATE OF MEMBERSHIP INTEREST
IN
CPG BIOTICS, LLC
A Pennsylvania Limited Liability Company

Certificate No. 3

CPG Biotics, LLC, a Pennsylvania limited liability company (the “Company”), hereby certifies that [redacted] (the “Holder”) is the registered owner of a 51% Category A Membership Interest in the Company, comprising an interest in the Company’s capital and the other rights and interests set forth in the Amended and Restated Operating Agreement of the Company effective as of March 2, 2017 (as the same may be modified, amended, and/or restated from time to time, the “Operating Agreement”), under which the Company was formed and is existing.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE PENNSYLVANIA SECURITIES ACT OF 1972, AS AMENDED, OR SIMILAR LAWS OR ACTS OF OTHER STATES, IN RELIANCE UPON EXEMPTIONS UNDER THOSE LAWS AND ACTS. NOTICE IS HEREBY GIVEN THAT THE SALE, OFFER FOR SALE, ASSIGNMENT, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO AND RESTRICTED BY THE PROVISIONS OF A CERTAIN CPG BIOTICS, LLC AMENDED AND RESTATED OPERATING AGREEMENT, AMONG THE COMPANY AND THE COMPANY’S MEMBERS, EFFECTIVE AS OF [redacted], 2017, A COPY OF WHICH AGREEMENT MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY. BY THE EXECUTION OF THIS CERTIFICATE AND THE ACQUISITION OF THE MEMBERSHIP INTEREST REFERENCED HEREIN, EACH PRESENT AND FUTURE MEMBER REPRESENTS, INTER ALIA, THAT SUCH MEMBER IS ACQUIRING SUCH MEMBER’S MEMBERSHIP INTEREST FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION OR RESALE AND THAT SUCH MEMBER WILL NOT SELL, OFFER FOR SALE, TRANSFER, PLEDGE, OR OTHERWISE DISPOSE OF SUCH MEMBER’S MEMBERSHIP INTEREST: (I) OTHER THAN IN ACCORDANCE WITH THE OPERATING AGREEMENT; AND (II) WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE ABOVE REFERENCED LAWS AND ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

Dated as of: 03/02, 2017

CPG BIOTICS, LLC

By:__________________________

By:__________________________
AMENDED AND RESTATED OPERATING AGREEMENT
OF
CPG BIOTICS, LLC
(A Pennsylvania Limited Liability Company)

THE MEMBERSHIP INTERESTS REFERENCED IN THIS AMENDED AND
RESTATED OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE
SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933,
AS AMENDED, OR UNDER THE PENNSYLVANIA SECURITIES ACT OF 1972, AS
AMENDED, OR SIMILAR LAWS OR ACTS OF OTHER STATES, IN RELIANCE UPON
EXEMPTIONS UNDER THOSE LAWS AND ACTS. THE SALE, OFFER FOR SALE,
TRANSFER, PLEDGE, OR OTHER DISPOSITION OF SUCH MEMBERSHIP INTERESTS IS
PROHIBITED EXCEPT AS OTHERWISE EXPRESSLY PERMITTED IN THIS AMENDED
AND RESTATED OPERATING AGREEMENT. BY THE EXECUTION OF THIS
AGREEMENT AND THE ACQUISITION OF THE MEMBERSHIP INTEREST
REFERENCED HEREIN, EACH PRESENT AND FUTURE MEMBER REPRESENTS, INTER
ALIA, THAT SUCH MEMBER IS ACQUIRING SUCH MEMBER’S MEMBERSHIP
INTEREST FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION OR RESALE
AND THAT SUCH MEMBER WILL NOT SELL, OFFER FOR SALE, TRANSFER, PLEDGE,
OR OTHERWISE DISPOSE OF SUCH MEMBER’S MEMBERSHIP INTEREST: (I) OTHER
THAN IN ACCORDANCE WITH THIS AGREEMENT; AND (II) WITHOUT
REGISTRATION OR OTHER COMPLIANCE WITH THE ABOVE REFERENCED LAWS
AND ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

THIS AMENDED AND RESTATED OPERATING AGREEMENT (the
“Agreement”) is effective this 2nd day of March, 2017, by and among CPG
BIOTICS, LLC, a limited liability company organized under the laws of the Commonwealth of
Pennsylvania (the “Company”), and (each a “Member” and each other future Member of the Company a “Member” and collectively the
“Members”). This Agreement, as it may be amended from time to time, shall be binding on any
person who at the time is a Member, regardless of whether or not the person has executed this
Agreement or any amendment hereto.

RECATALS

WHEREAS, the Company has been organized as a Pennsylvania limited liability company
by the filing of a Certificate of Organization with the Department of State of the Commonwealth
of Pennsylvania on October 12, 2016 under and pursuant to the Act; and

WHEREAS, the Members, and the Company, desire that this Agreement amend, restate
and supersede in its entirety that certain Operating Agreement effective as of October 12, 2016
(the “Existing Agreement”); and
WHEREAS, the Members wish to address the relationship between themselves with respect to the Company, including without limitation their relative duties and responsibilities and the restrictions on transfer of their Membership interests; and

WHEREAS, the Members acknowledge that they may determine that it is in the best interest of the Company for the Company to be taxed as a corporation in the future, and the Members may elect S corporation tax status for the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Members and the Company agree (and hereby adopt this Agreement, which shall amend restate and supersede the Existing Agreement in its entirety) as follows:

1. Definitions. In addition to the terms defined in other provisions of this Agreement, the following terms shall have the meanings set forth below unless the context requires otherwise:

"Act" means the Pennsylvania Limited Liability Company Law of 1994, 15 Pa.C.S. § 8901, et seq., as it may be amended or superseded from time to time.

"Affiliate" means as to any Person, any other Person that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with such Person or, if such Person is an individual, the Immediate Family of such Person or trusts solely for the benefit of such Immediate Family. As used in this definition, the term "control" means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, as trustee or executor, by contract or credit arrangement or otherwise.

"Agreement" means this Amended and Restated Operating Agreement, as amended, modified, supplemented or restated from time to time.

"Assign" or "Assignment" means to sell, transfer, bequeath, pledge, hypothecate or dispose. An "Assignment" is any one of those acts.

"Buy-Out Price and Terms" means the price for an Offered Interest determined in accordance with Section 17(e) and the terms of Section 17(f).

"Capital Account" means the individual account maintained by the Company with respect to each Member as provided in Section 7.

"Capital Contribution" means the aggregate amount of cash and the agreed value of any property or services (as determined by the Member and the Company) contributed by each Member to the Company as provided in Section 6. In the case of a Member that acquires a Membership Interest in the Company by an assignment or transfer in accordance with the terms of
this Agreement, "Capital Contribution" means the Capital Contribution of that Member's predecessor proportionate to the acquired Membership Interest.

"Category" means a classification of Units that determines its value, rights and obligations. Each Category shall have Units containing identical rights in distributions and liquidation proceeds, profits and losses but not in Voting Rights.

"Category A Member" means a Member holding at least one Category A Unit.

"Category A Membership Interest" means a Membership Interest for which Voting Rights are provided. The owners thereof are sometimes referred to as Category A Members.

"Category A Unit" means a Unit representing the Membership Interest of a Category A Member in profits, losses and distributions of the Company and having the rights and obligations specified with respect to the Category A Units in this Agreement. A Category A Unit has one Voting Right per Unit.

"Category B Member" means a Member holding at least one Category B Unit.

"Category B Membership Interest" means a Membership Interest for which no Voting Rights are provided. The owners thereof are sometimes referred to as Category B Members.

"Category B Unit" means a Unit representing the Membership Interest of a Category B Member in profits, losses and distributions of the Company and having the rights and obligations specified with respect to the Category B Units in this Agreement. A Category B Unit has no Voting Rights.

"Certificate" means the Certificate of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Department of State of the Commonwealth of Pennsylvania pursuant to the Act.


"Company" means CPG Biotics, LLC.

"Covered Person" means a Member, any Affiliate of a Member, any officer, director, shareholder, partner, employee, representative or agent of a Member, or their respective Affiliates, or any officer, employee or agent of the Company or its Affiliates.

"Fair Market Value" means the Stipulated Value of one (1) Unit of the Company multiplied by the number of the same Category of Units being transferred.

"Immediate Family" means with respect to any individual, such individual's parents, spouse, issue (including adopted children), or any of them.
“Legal Impediment” means the existence of a corporate law restriction or restrictions in loan documents or other contractual agreements to which the Company is a party, as contemplated by Section 17 hereof, which affects the Company resulting in the inability of the Company to pay the Buy-Out Price for an Offered Interest.

“Majority Vote” means the written approval of, or the affirmative vote by, Category A Members holding a majority of the Voting Rights.

“Member” means a Person who at the time is a member of the Company. “Members” means two (2) or more Persons when acting in their capacities as members of the Company. Exhibit A attached hereto and incorporated herein shall be amended from time to time to show the current Members.

“Membership Interest” means the interest of a Member in the Company, including, without limitation, interests in the profits and losses, rights to distributions (liquidating or otherwise), allocations, information, and to consent to or approve actions by the Company, all in accordance with the provisions of this Agreement and the Act. All Membership Interests shall have identical rights in distributions and liquidation proceeds, profits and losses but shall differ in Voting Rights.

“Offer” means an offer made or deemed to have been made by a Member (or a Member’s personal representative, if applicable) to sell all of said Member’s Membership Interest in the Company to the Company and the Remaining Members.

“Offeree” means the Company and /or the Remaining Member(s) who are the recipient(s) of an Offer made pursuant to Section 17 hereof.

“Offered Interest” means all of the Membership Interest in the Company owned by an Offering Member and subject to an Offer pursuant to Section 17 hereof.

“Offering Member” means a Member who makes or is deemed to make an Offer pursuant to Section 17 (or said Member’s personal representative, if applicable).

“Percentage Interest” means the proportionate Membership Interest of a Member expressed as a percentage as shown on Exhibit A.

“Permitted Transferee” means the parties named in Section 17(l) hereof.

“Person” means a natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, estate, association or other legal entity or organization.

“Pro-Rata Percentage” means a Remaining Member’s Percentage Interest (prior to the acceptance of an Offer) divided by the aggregate Percentage Interests of all Remaining Members.
(prior to the acceptance of said Offer) of the same Category (or the other Category, as the case may be).

“Purchaser” means the purchaser of an Offered Interest pursuant to Section 17.

“Remaining Members” means all of the Members of the Company other than the Member who makes (or is deemed to have made) an Offer.

“Stipulated Value” means the determination of the value of one (1) Unit (and particularly each Category B (non-voting) Unit) in accordance with this Agreement, whether by stipulation (as set forth in this subsection (i)) or by appraisal (as set forth in this subsection (ii)). Such determination shall take into account premiums for control and/or discounts for lack of control and transferability/marketability, as well as any other premiums and/or discounts then consistent with or permitted by applicable Pennsylvania and/or Federal tax law and this Agreement. The Stipulated Value shall be determined as follows:

(i) All of the Members, including both Category A Members and Category B Members, shall unanimously: (a) agree to a stipulated market value of one (1) Category A Unit and one (1) Category B Unit no less than once a year within sixty (60) days after receiving the Company’s most recent financial information provided by the accounting firm then regularly providing accounting services to the Company, from which the Fair Market Value may be determined; and (b) commit such agreement to writing by executing Exhibit B, attached hereto and incorporated herein, and shall attach such Exhibit B to this Operating Agreement.

(ii) In the event that the Members do not unanimously agree to the value of each Category A Unit and each Category B Unit or if they have not agreed to such values in more than twenty-four (24) months, then within fifteen (15) days after written demand issued to all Members and the Company by a Member, the Members shall appoint an appraiser to determine the value of each Category A and Category B Unit. In the event of a disagreement as to the selection of an appraiser, a majority in interest of all Category A Members and a majority in interest of all Category B Members shall select the appraiser. Such appraiser valuation shall be listed on Exhibit B and shall not require the signatures of all of the Members.

(iii) Once the Stipulated Value has been set and Exhibit B updated in accordance with the above, such Stipulated Value shall remain in effect for at least twelve (12) months but not more than twenty-four (24) months.

(iv) In the event that an Offer is made by an Offering Member in accordance with Section 17(b) hereof pursuant to a bona fide written offer made by other than a Permitted Transferee to purchase Units of said Offering Member ("Third Party Offer"), then: (a) the Notice required in accordance with Section 17(c) hereof shall identify the Person making the Third Party Offer ("Third Party Transferee") and the proposed purchase price per Unit; and (b) the purchase price shall, at the purchaser’s option, equal either the Fair Market Value, or the proposed purchase price per Unit multiplied by the number of Units to be transferred.
“Supermajority” and “Supermajority Vote” means the written approval of, or the affirmative vote by, the Category A Members holding at least seventy-five percent (75%) of all Voting Rights.

“Taxable year” means the calendar year or any portion thereof for which the Company is required to allocate profits and losses and other items.

“Treasury Regulations” the income tax regulations, including temporary regulations, promulgated under the Code, as those regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unit” means the minimum designation of ownership of a discrete Membership Interest in the Company and shall include Category A Units and Category B Units; provided that each Category of Units issued shall have rights, powers, and duties set forth in this Agreement.

“Unit Percentage” means the percentage equal to the number of Units owned by a Member divided by the total number of issued and outstanding Units of the same Category, which shall be recorded on Exhibit A, and supplemented from time to time.

“Voting Rights” means the number of votes of each Category A Member (as set forth in Section 16(b)) for the purpose of voting on any matter arising under this Agreement. Category B Members shall have no Voting Rights other than as may be required under the Act or this Agreement.

2. Organization. The Members have heretofore authorized the organization of the Company as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided in this Agreement.

3. Purpose and Principal Office. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be organized under the Act, including but not limited to healthcare enterprise and the establishment of a medical marijuana grower/processor business and dispensary and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing. The principal office of the Company shall be located at 2261 Woodlark Circle, Bethlehem, Northampton County, Pennsylvania 18017, or at such other location as may be determined, from time to time, by the Category A Members. The Company may also have such other offices at such other locations as, from time to time, may be determined by the Category A Members.

4. Term. The existence of the Company commenced on the date the Certificate was filed in the office of the Department of State of the Commonwealth of Pennsylvania and shall
continue until the Company is dissolved in accordance with the provisions of this Agreement and the Act.

5. **Authorized Membership Interest (Units).** The aggregate authorized Membership Interest in the Company shall be comprised of: (i) one hundred (100) Category A (voting) Units and nine hundred (900) Category B (non-voting) Units.

6. **Capital Contributions.**

   (a) **Initial Capital Contributions.** The initial Capital Contribution that each Member has made or is deemed to have made to the Company is set forth in the Company’s books and records.

   (b) **Additional Capital Contributions.** A Member shall not be required to make any capital contribution to the Company not specifically agreed to in writing between the Member and the Company, or be obligated or required under any circumstances to restore any negative balance in the Member’s Capital Account.

   (c) **No Interest.** Interest shall not be paid on or with respect to the Capital Contribution or Capital Account of any Member.

   (d) **No Right to Return of Capital Contributions.** Although the Company may make distributions to the Members from time to time as a return of their Capital Contributions, a Member shall not have the right to withdraw or demand a return of any of the Member’s Capital Contribution or Capital Account, except upon dissolution or liquidation of the Company.

7. **Capital Accounts.** At all times while there is more than one Member, a Capital Account shall be established and maintained on the books of the Company for each Member.

   (a) **Tax Provisions.** The allocation and capital account maintenance provisions of Treasury Regulations under Section 704 of the Internal Revenue Code are hereby incorporated by reference, including a “qualified income offset” within the meaning of Treas. Reg. Section 1.704-1(b)(2)(ii)(d), the rules regarding allocation of “partner nonrecourse deductions” under Treas. Reg. Section 1.704-2(i)(1), “minimum gain chargeback” under Treas. Reg. Section 1.704-2(f) and “partner nonrecourse debt minimum gain chargeback” under Treas. Reg. Section 1.704-2(i)(4), and the limitation on allocation of losses to any Member that would cause a deficit capital account in excess of such Member’s capital contribution obligations and share of minimum gain and partner nonrecourse debt minimum gain under Treas. Reg. Section 1.704-1(b)(2)(ii)(d) as modified by Treas. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5).

   (b) **Contributed Property.** To the extent contributed property has a fair market value at the time of contribution that differs from the contributing Member’s basis in the property, and to the extent the carrying value of property of the Company otherwise differs from the Company’s basis in such property, depreciation, gain and loss for capital account purposes shall
be computed by reference to such carrying value rather than such tax basis. In accordance with Section 704(c) of the Code, income, gain, loss and deduction with respect to such property shall, solely for tax purposes, be shared among the Members so as to take account of the variation between the basis of the property to the Company and its fair market value at the time of contribution, or at the time that the carrying value of such property is adjusted under Treas. Reg. Section 1.704-1(b)(2)(iv)(f), as the case may be.

8. **Allocation of Profits or Losses.** At all times while there is more than one Member, profits or losses shall be allocated to the Members in accordance with Percentage Interests, except as otherwise provided in Section 7.

9. **Distributions.**

   (a) **General Rule.** Subject to Section 9(b) hereof, distributions of cash and/or other assets or property of the Company, from whatever source (including, without limitation, net proceeds of Company operations and sale, and financing or refinancing of Company assets) shall be made to the Members in accordance with their respective Percentage Interests at such times, and in such amounts, as the Category A Members shall determine. In making determinations regarding distributions, the Category A Members may set aside funds and establish reserves for such items as the Category A Members shall determine, including, without limitation, working capital, maintenance of bonding capacity, capital expenditures, acquisition of other assets by the Company and the satisfaction of liabilities (including, without limitation, contingent liabilities). The distribution rights of Category A Units and Category B Units shall be identical.

   (b) **Minimum Distribution.** With respect to any taxable year of the Company in which Members are allocated taxable income for Federal income tax purposes (and for this purpose all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703 of the Code shall be included in the calculation of taxable income (other than the amount, if any, by which capital losses exceed capital gains)), the Company shall attempt to distribute to the Members (subject to Section 9(a) hereof), within 90 days after the close of that taxable year, no less than the amount determined by multiplying the Company’s taxable income (computed as set forth in this sentence) by the highest composite Federal, state and local income tax rate applicable to any Member. For purposes of the preceding sentence, the Company’s taxable income for a year shall be reduced by any net loss of the Company in prior years that has not previously been so taken into account under this Section 9(b). Nothing herein shall require the Company to borrow money or reduce its cash flow so as to restrict its ability to operate the day-to-day activities of the business in order to make such distributions.

10. **Establishment of Reserves.** The Category A Members shall have the right and obligation to establish reasonable reserves for maintenance, improvements, acquisitions, capital expenditures and other contingencies, such reserves to be funded with such portion of the operating revenues of the Company as the Members may deem necessary or appropriate for that purpose.

11. **Tax Returns and Audits.**
(a) **Tax Returns.** The Category A Members shall arrange for the preparation of all tax returns required to be filed for the Company. Each Member shall be entitled to receive, upon written request, copies of all Federal, state and local income tax returns and information returns, if any, which the Company is required to file. All information needed by the Members and other Persons who were Members during the applicable taxable year for income tax purposes shall be prepared by the Company’s accountants and furnished to each such Person after the end of each taxable year of the Company.

(b) **Audits.** In the event of an audit of the Company by the Internal Revenue Service that results in an assessment, each Member agrees to promptly respond to and cooperate with all Company requests. Company requests may include, but shall not be limited to: (i) filing an amended return for a prior tax year reporting distributive shares of partnership adjustments and paying the tax within the required timeframe; and (ii) taking into account adjusted information from a prior year under review on a current year’s tax return. Each Member agrees and acknowledges that this provision shall survive termination of this Agreement and shall also continue to apply to any Members who cease to be Members of the Company, without limitation as to time.

12. **Tax Elections and Taxable Year.**

(a) **Authorization to Elect Taxation as S Corporation.** The Members acknowledge that the Company may make an S election to be taxed as an S corporation for Federal and state tax purposes under Section 1362 of the Code (the “S Election”). In the event an S Election is to be made, each Member agrees to promptly execute any required documentation to effectuate such S Election, including but not limited to any Internal Revenue Service form(s) required for such election and an Amended and Restated Operating Agreement, if deemed necessary by the Company. Notwithstanding the foregoing, each Member hereby designates the Company (or such Member as the Company may designate) as each Member's attorney-in-fact for the purposes of executing any required documentation to effectuate the S Election. This power is coupled with an interest and is irrevocable. In such event, all provisions of this Agreement and the Company’s Certificate of Formation are to be construed so as to preserve such S Election. Further, if an S election is made, any partnership tax provisions set forth herein that conflict with the preservation of the S Election and taxation as an S corporation, including but not limited to Section 7(a), Section 7(b), Section 11(b), Section 12(e)(2), Section 12(e)(4) and Section 13 hereof, shall be of no force and effect and shall be deemed removed without further action by the Members.

(b) **Single “Category” of Units.** In the event an S Election is made, it is the intention of the Company and the Members that, in accordance with the making of such S Election, there shall be only a single “category” of Membership Interest/Units, and at that time to effectuate said single category: (i) all Category A and Category B Membership Interests/Units shall have identical rights to distribution and liquidation proceeds in accordance with Treasury Regulation Section 1.1361-1(l) (but shall have differing voting rights); (ii) there shall be no more than one hundred (100) Members of the Company in accordance with Code Section 1361(c); (iii) no
Member shall be a nonresident alien or any Person who would not be a permissible Membership Interest holder for S Election purposes; and (iv) no Member may take any action which jeopardizes (or may jeopardize) the S Election.

(c) **Taxable Year.** The calendar year shall be the Company's taxable year.

(d) **Preservation of the S Election, if Made.** In the event that an S Election is made, if any Member shall desire to Transfer any of such Member's Units in accordance with the terms of this Agreement, then in addition to any other requirements hereunder the intended transferee shall deliver to the Company an opinion of counsel that continued ownership by the intended transferee of such Units will not result in the termination of the Company's S Election. Such opinion shall be accompanied by a binding agreement of the intended transferee not to take any other action that would, directly or indirectly, cause the termination of the Company's S Election, if in effect at that time. Any purported or intended transfer of Units that, in the reasonable opinion of counsel to the Company, would have the effect of terminating the S Election if in effect at that time shall be void and of no effect, unless the Company and all Category A Members otherwise agree.

(e) **Additional Elections to be Made.** To the extent permitted by applicable tax law, the Company may make the following elections on the appropriate tax returns:

1. to adopt the cash method of accounting and to keep the Company's books and records on the income-tax method;

2. if a transfer of a Membership Interest as described in Section 743 of the Code occurs, on written request of any transferee Member, or if a distribution of Company property is made on which gain described in Section 734(b)(1)(A) of the Code is recognized or there is an excess of adjusted basis as described in Section 734(b)(1)(B) of the Code, to elect, pursuant to Section 754 of the Code, to adjust the basis of Company properties;

3. to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company in excess of Five Thousand Dollars ($5,000.00) ratably over a period of 180 months as permitted by Sections 195 and 709(b) of the Code;

4. to opt out of the partnership audit requirements (rules and procedures) as set forth in Section 6221 of the Code (as added by the United States Bipartisan Budget Act of 2015), if applicable; and

5. any other election the Category A Members may deem appropriate, in the best interests of the Members and not in conflict with the S Election if in effect.

13. **Tax Representation.**
(a) **Tax Matters Partner.** Subject to Section 13(b) hereof, if the Company is subject to the consolidated audit procedures of Sections 6221 to 6234 of the Code, the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code shall be a Member that is designated as such by vote of the Category A Members. Any Member who is designated "tax matters partner" shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Code. Any Member who is designated "tax matters partner" shall inform each other Member of all significant matters that may come to its attention in its capacity as "tax matters partner" by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity. The Company shall reimburse the tax matters partner for any costs incurred representing the interests of the Members in respect of Company tax matters.

(b) **Partnership Representative.** If applicable, upon the effective date of the partnership taxation and audit rules set forth in Section 6223 of the Code (as added by the United States Bipartisan Budget Act of 2015), a "partnership representative" shall be designated by the vote of the Category A Members and the "tax matters partner" shall cease to have authority to represent the Company as such. If the Category A Members do not designate a "partnership representative", the "tax matters partner" shall automatically be deemed to be the "partnership representative".

14. **Tax Withholding.** Unless treated as a Tax Payment Loan, any amount paid by the Company for or with respect to any Member on account of any withholding tax or other tax payable with respect to the income, profits or distributions of the Company pursuant to the Code, the Treasury Regulations, or any state or local statute, regulation or ordinance requiring such payment (each a "Withholding Tax Act") shall be treated as a distribution to the Member for all purposes of this Agreement. To the extent that the amount required to be remitted by the Company under a Withholding Tax Act exceeds the amount then otherwise distributable to the Member, the excess shall constitute a loan from the Company to the Member (a "Tax Payment Loan"). Each Tax Payment Loan shall be payable upon demand and shall bear interest, from the date that the Company makes the payment to the relevant taxing authority, at the applicable Federal short-term rate under Section 1274(d)(1) of the Code, determined and compounded semiannually. So long as any Tax Payment Loan or the interest thereon remains unpaid, the Company shall make future distributions due to the Member under this Agreement by applying the amount of any such distribution first to the payment of any unpaid interest on all Tax Payment Loans of the Member and then to the repayment of the principal of all Tax Payment Loans of the Member. The Members shall take all actions necessary to enable the Company to comply with the provisions of any Withholding Tax Act applicable to the Company and to carry out the provisions of this subsection.

15. **Conflicts of Interest.**

(a) **Other Business Interests.** Any Member or Affiliate thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income
or profits derived therefrom, and the pursuit of any such venture, even if competitive with the
business of the Company, shall not be deemed wrongful or improper. No Member or Affiliate
thereof shall be obligated to present any particular investment opportunity to the Company even if
the opportunity is of a character that, if presented to the Company, could be taken by the Company,
and any Member or Affiliate thereof shall have the right to take for its own account (individually
or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

(b) Interested Transactions. A contract or transaction between the Company
and one or more of its Members or between the Company and another domestic or foreign
association in which one or more of its Members have a management role or a financial or other
interest, shall not be void or voidable solely for that reason, or solely because the Member is
present at or participates in the meeting of the Members that authorizes the contract or transaction,
solely because the vote of the Member is counted for that purpose, if:

(1) the material facts as to the relationship or interest and as to the
transaction are disclosed or known to the Members entitled to vote thereon and the contract or
transaction is specifically approved in good faith by vote of those Members; or

(2) the contract or transaction is fair to the Company as of the time it is
authorized, approved or ratified by the Members.

16. Control and Management.

(a) Power and Authority of the Members. Management of the business and
affairs of the Company shall be vested in the Category A Members. Except as otherwise provided
in this Agreement or as may be otherwise required under the Act, any decision, determination or
other action to be made or taken by the Category A Members shall be made or taken by Majority
Vote of the Category A Members, only. The Category B Members shall have no Voting Rights
and shall not manage the business or affairs of the Company.

The Category A Members, acting pursuant to a Majority Vote ratifying such
actions, shall have all rights and powers relating to the Company, including, but not limited to, the
following:

(1) to appoint, and remove with or without cause, a President, one or
more Vice Presidents, a Secretary, a Treasurer and such other officers of the Company as the
Category A Members deem appropriate to carry out and execute the decisions and instructions of
the Category A Members in the day to day operations of the business of the Company, with such
duties and powers as are from time to time specified by the Category A Members;

(2) to retain all or any part of the Company’s assets as long as the
Category A Members deem advisable, and to invest, reinvest and keep invested all or any part
thereof, without being restricted in any way with respect to the type of assets retained or invested
in or with respect to the portion of the assets devoted to any investment;
(3) to purchase, lease or otherwise acquire the ownership, use or benefit of assets, properties, rights or privileges, real or personal, tangible or intangible, of any kind or description, whether income producing or not;

(4) to sell, pledge, mortgage, lease without limit of time, exchange, or to grant options for the purchase, lease or exchange of any Company assets, on such terms and conditions as the Category A Members may determine;

(5) to institute any legal action or proceeding on behalf of the Company;

(6) to assign, transfer, pledge, compromise or release any claims or debts due the Company;

(7) to make, execute or deliver any assignment for the benefit of creditors or any confession of judgment, mortgage, deed, guarantee, indemnity or surety bond;

(8) to vote at any election or meeting of any corporation, partnership, limited liability company, joint venture or other entity, in person or by proxy, to appoint agents to do so in the place and stead of the Category A Members, and to exercise all rights (including without limitation approval and consent rights) that the Company may have with respect to such entity, whether pursuant to applicable law, governing documents, contracts or otherwise;

(9) to borrow money for any purpose that the Category A Members consider to be for the benefit of the Company or to facilitate its administration, and to mortgage or pledge Company assets to secure the repayment thereof;

(10) to retain and pay custodians, accountants, counsel and other agents and to incur any other expenses which are reasonably related to the operation of the Company;

(11) to enter into agreements with, and to fix and adjust the compensation of, employees of the Company; and

(12) to invest in time deposits and savings accounts and to maintain banking accounts in any institutions determined by the Category A Members.

(b) Voting Rights.

(1) Category A Members. Each Category A Member shall have Voting Rights equal to the number of Category A Units then owned by said Category A Member (e.g., a Category A Member who has fifty (51) Category A Units in the Company has fifty (51) Voting Rights).
(2) Category B Members. Each Category B Member shall have no Voting Rights other than as may be required under the Act or this Agreement.

(c) Voting Procedures. Category A Members may vote in person or by proxy at a meeting of Members (which may be held by conference telephone), or by consent in lieu of a meeting. Proxies and consents shall be in writing or communicated by electronic means.

(d) Binding Effect of Actions. Each Member shall be bound by, and hereby consents to, any and all actions taken and decisions made by the Category A Members in accordance with the terms of this Agreement. Any person designated by the Category A Members, including a Member so designated, shall have the authority to bind the Company. Unless otherwise provided in this Agreement, any act taken by, or any document executed by, Category A Members holding a majority of the Percentage Interests shall be binding on the Company with the same force and effect as if the action, or the execution of the document, were approved by a vote of the Category A Members. Except as provided in this Section 16(d) and as may be provided pursuant to Section 16(a)(1), no Member shall have authority to bind the Company.

(e) Business Transactions. Notwithstanding any other provision of this Agreement, unless approved by the Members, including both Category A Members and Category B Members, holding seventy-five percent (75%) of the Membership Interests in the Company, the Company may not:

1. engage in a merger or consolidation with or into any corporation, partnership, limited liability company or any other entity, whether or not the Company shall be the surviving entity of such merger or consolidation;

2. sell all or substantially all of its assets to any person or entity;

3. divide into two or more limited liability companies.

(f) Deadlock Resolution. In the event of a “Deadlock” (as defined below) among the Category A Members, the Category A Members shall exercise their best efforts to resolve such Deadlock through negotiation. For purposes of this Deadlock Resolution provision, “Deadlock” shall mean that, following a good faith effort at mediation, the Category A Members remain deadlocked in the determination of material matters materially affecting the management of the Company’s affairs, the Category A Members remain unable to break the deadlock, and irreparable injury to the Company is threatened or being suffered, or the business and affairs of the Company can no longer be conducted because of the deadlock. If the Category A Members’ best efforts to resolve a Deadlock through negotiation fail, the Deadlock shall be determined by the Dispute Resolution Committee, a three-member committee consisting of the Company’s then current attorney, certified public accountant and business or investment consultant. Each member of the committee shall have at least fifteen (15) years of experience in his or her profession. The Dispute Resolution Committee may assess costs, including counsel fees, in such manner as the Dispute Resolution Committee deems fair and equitable. The determination of the Dispute
Resolution Committee shall be final, non-appealable and binding upon all parties. In the event that a member of the Dispute Resolution Committee is unable or unwilling to serve as a neutral tiebreaker, such member shall appoint his or her successor. In the event that such member is unable or unwilling to appoint a successor, the remaining members of the Dispute Resolution Committee shall appoint a third member.

17. Transfer of Interests; Admission of Additional Members.

(a) No Assignment of Interests. Except as permitted hereunder, a Member shall not Assign or permit the Assignment of all, or any portion of the Member's interest in the Company or rights in the Member's interest in the Company. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Assignment of a Member's interest or rights in violation of this Section shall be deemed invalid, null and void, and of no force or effect. Any Person to whom a Member attempts to Assign the Member's interest in violation of this Section or to whom a Member's interest is involuntarily Assigned shall not be entitled to vote on matters coming before the Members; participate in the management of the Company; act as an agent of the Company; attend meetings of the Members; inspect Company books and records; have access to any other information of the Company except to the extent necessary to prepare his, her or its state, Federal or local tax returns; demand an accounting with respect to the Company; or have any other rights in or with respect to the Member's interest. As used herein, the term "Assign" means, voluntarily or involuntarily, to transfer, sell, bequeath, pledge, hypothecate or otherwise dispose of a Member's interest.

Any assignee of or successor to a Member's interest who does not become a Member and desires to make further Assignments of the interest shall be subject to all of the restrictions on the assignment of the interest contained herein. Unless an assignee or successor becomes a Member, the assignee or successor shall not be entitled to any of the rights granted to a Member hereunder or under the Act, other than the right to receive all or part of the share of profits, losses and distributions to which the assignor or predecessor would otherwise have been entitled; and unless and until the assignee or successor is admitted as a Member, the assignee or successor shall not have any right to vote on matters coming before the Members; participate in management of the Company; act as an agent of the Company; attend meetings of the Members; inspect Company books and records; have access to any other information of the Company, except to the extent necessary to prepare the assignee's state and Federal income tax returns; or to demand an accounting with respect to the Company.

(b) Right of First Refusal. If a Member obtains a bona fide written offer for the purchase of the Member's interest in the Company (which offer must be for a price denominated in U.S. dollars) which the Member intends to accept, then the Member shall be deemed to be an Offering Member and shall give written notice of that intention ("Notice of Intention") to the Company. To be effective, the Notice of Intention must state or describe: (i) the interest to be Assigned, (ii) the name and address of the proposed assignee, (iii) the amount to be paid and the terms of payment, (iv) the date of the proposed Assignment, and (v) an Offer to sell the Offering Member's Offered Interest to the Company and the Remaining Members (first to the Remaining
Member(s) who own Units in the same Category as the Offering Member ("Same Category Members") and second to the Remaining Member(s) who own Units in the other Category ("Other Category Members").

(1) The Company, for thirty (30) days after delivery of the Notice of Intention, may elect to have the Buy-Out Price of the Offering Member’s Offered Interest in the Company be determined in accordance with Section 17(e) and, for thirty (30) days after it has been notified of the determination of the Buy-Out Price (the “Company Option Period”), may, at the Company’s discretion, elect to purchase the Offering Member’s Offered Interest for the Buy-Out Price and the terms set forth in Section 17(f) (the “Terms”) or the price and terms set forth in the Notice of Intention. If the Company properly exercises that option, then the Offering Member shall sell, and the Company shall purchase, said Offering Member’s Offered Interest at that price and on those terms.

(2) If the Company does not exercise its option to purchase all of the Offered Interest, the Company shall notify the Same Category Member(s) and the Offering Member of its rejection of the Offer ("Notice of Rejection") no later than five (5) days after the sooner of such rejection or the expiration of the Company Option Period (if applicable). If the Buy-Out Price has not been determined during the Company Option Period, the Same Category Member(s) shall have thirty (30) days to elect to have the Buy-Out Price determined in accordance with Section 17(e). The Member(s) shall have sixty (60) additional days from the latter of the determination of the Buy-Out Price or the date of the Notice of Rejection to determine if the Same Category Member(s) shall purchase the Offered Interest at and on the price and terms set forth in the Notice of Intention or the Buy-Out Price and Terms. Each Same Category Member shall have an option to purchase a pro-rata portion of the Offered Interest (based on said Same Category Member’s Pro-Rata Percentage). If some but not all of the Offered Interest is so purchased by the Same Category Member(s) and/or the Company, the purchasing Same Category Member(s) shall have the option (for a period of an additional five (5) days) to purchase the unpurchased Offered Interest. If the Same Category Member(s) properly exercise this option, the Offering Member shall sell and the Same Category Member(s) shall purchase said Offering Member’s Offered Interest at that price and on those terms. If the Company and the Same Category Member(s) do not timely exercise their options to purchase the entire Offered Interest, the Other Category Member(s) shall have thirty (30) days to determine if such Other Category Member(s) (based on said Other Category Member(s)’ Pro-Rata Percentages) shall purchase the remaining Offered Interest at and on the price and terms set forth in the Notice of Intention or the Buy-Out Price and Terms.

(3) If the Company and the Remaining Member(s) do not timely exercise their options to purchase the entire Offered Interest, then the Offered Interest may be Assigned to the proposed assignee upon the terms stated in the Notice of Intention, provided that the proposed assignee agrees in writing to be bound by this Agreement by executing a Joinder in the form of Exhibit D and a Spousal Consent and Agreement (if applicable) and, provided that, unless the Remaining Member(s) unanimously agree otherwise, any assignee who is not a then Category A or Category B Member shall be and remain a mere assignee in the Company, shall not be admitted as a Member and shall have only the rights affirmatively granted in the last sentence of Section
17(a). If an Assignment which is permitted hereunder in this Section 17(b)(3) is not completed by the latter of the date specified in the Notice of Intention or fifteen (15) days after the expiration of the last applicable purchase option, then the Offering Member's Offered Interest will become subject again to the purchase option contained in this Section 17(b).

(c) **Voluntary Withdrawal.** A Member may not voluntarily withdraw from the Company.

(d) **Involuntary Assignment.**

(1) If (i) an Order for Relief is entered with respect to a Member under the Bankruptcy Code; (ii) a trustee, receiver or liquidator is appointed with respect to a Member in any insolvency proceeding; (iii) a charging order or levy is entered with respect to a Member's Membership Interest in the Company; (iv) there is a judgment or decree that has the effect of transferring beneficial ownership of a Member’s Membership Interest in the Company or the Voting Rights of said Member to other than said Member; or (v) there is a bankruptcy, insolvency or other material adverse change in the financial condition of a Member that will result in a default under the Company’s financing documents and as a result of which the lender may declare the Company to be in default of the maximum amount of indebtedness, then said Member shall be deemed to make an Offer to sell all of said Member’s Membership Interest in the Company to the Company and the Remaining Members (first to the Same Category Member(s) and second to the Other Category Member(s)).

For thirty (30) days after it learns of the Offer, the Company may elect to have the Buy-Out Price of the Offering Member's entire Offered Interest in the Company determined under Section 17(e). For thirty (30) days after it has been notified of the determination of the Buy-Out Price ("**Company Option Period**"), the Company may elect to redeem the Member’s Offered Interest for the Buy-Out Price and Terms. If the Company timely makes that election, then the Company shall purchase, and the Offering Member or the Offering Member's legal representative or successor shall sell to the Company, the Offering Member's Offered Interest in the Company at the Buy-Out Price and Terms.

If the Company does not elect to have the Buy-Out Price determined in accordance with Section 17(e) or, after the determination of the Buy-Out Price, does not elect to redeem the Offering Member's Offered Interest in the Company at the Buy-Out Price and Terms, then, the Company shall notify the Same Category Member(s) and the Offering Member of its rejection of the Offer ("**Notice of Rejection**") no later than five (5) days after the sooner of such rejection or the expiration of the Company Option Period (if applicable). If the Buy-Out Price has not been determined during the Company Option Period, the Same Category Member(s) shall have thirty (30) days to elect to have the Buy-Out Price determined in accordance with Section 17(e). The Same Category Member(s) shall have sixty (60) additional days from the latter of the determination of the Buy-Out Price or Notice of Rejection to determine if the Same Category Member(s) shall purchase the Offered Interest at and on the Buy-Out Price and Terms. Each Same Category Member shall have an option to purchase a pro-rata portion of the Offered Interest (based
on said Same Category Member’s Pro-Rata Percentage). If some, but not all of the Offered Interest is so purchased by the Same Category Member(s) and/or the Company, the purchasing Same Category Member(s) shall have the option (for an additional five (5) days) to purchase the unpurchased Offered Interest. If the Same Category Member(s) properly exercise their option, the Offering Member shall sell and the Same Category Member(s) shall purchase said Offering Member’s Offered Interest at and on Buy-Out Price and Terms. If the Company and the Same Category Member(s) do not timely exercise their options to purchase the entire Offered Interest, the Other Category Member(s) (based on such Other Category Member(s)’ Pro-Rata Percentages of Units) shall have thirty (30) days to determine if such Other Category Member(s) shall purchase the Offered Interest at and on the Buy-Out Price and Terms. If the Company and/or Same Category Members and the Other Category Member(s) do not purchase all of the Offered Interest, unless the Same Category Members and the Other Category Members(s) unanimously agree otherwise, any successor to the Member who is not a then Category A or Category B Member shall be and remain a mere assignee in the Company, shall not be admitted as a Member, and shall have only the rights affirmatively granted in the last sentence of Section 17(a).

2 If upon a death of a Member (each a “Deceased Member”), some or all of said Deceased Member’s Membership Interest in the Company will be transferred to other than a Permitted Transferee (an “Assigned Interest”), the Deceased Member’s personal representative shall be deemed to have made an Offer to sell to the Company and the Remaining Member(s) the Assigned Interest said Deceased Member’s Offered Interest in the Company at and on the Buy-Out Price and Terms.

3 Upon notification to the Company that an Offer has been made pursuant to Section 17(d)(2), the Buy-Out Price shall be determined pursuant to Section 17(e), and for thirty (30) days after such determination (“Company Option Period”), the Company may exercise an option to purchase the Offered Interest at and on the Buy-Out Price and Terms. Notwithstanding the foregoing, if the Company has received proceeds of life insurance designated on Exhibit F on the death of the Deceased Member, the Company shall (within five (5) days of receipt thereof) pay to the personal representative of such Deceased Member an amount of such proceeds up to the Buy-Out Price for the Deceased Member’s Interest.

4 If the Company does not exercise its option to purchase the Offered Interest pursuant to Section 17(d)(3), or if the Company does not own life insurance on the Deceased Member’s life designated on Exhibit F or such amount is less than the total Buy-Out Price, the Company shall issue a Notice of Rejection no later than five (5) days after expiration of the Company Option Period. The Same Category Member(s) shall have sixty (60) additional days, from the Notice of Rejection to determine if said Same Category Member(s) shall purchase the Offered Interest at and on the Buy-Out Price and Terms. Each Same Category Member shall have an option to purchase a pro-rata portion of the Offered Interest (based on each Same Category Member’s Pro-Rata Percentage). Notwithstanding the foregoing, in the event a Same Category Member receives (or will receive) any proceeds of life insurance designated on Exhibit F on account of the death of an Offering Member and the Company has not exercised its option pursuant to Section 17(d)(3), said Same Category Member must exercise his/her/its option to purchase the
Offered Interest to the extent of such proceeds. If the Same Category Member(s) and/or the Company properly exercise their option(s), the Offering Member (or said Offering Member’s personal representative) shall sell and the Same Category Member(s) and/or the Company shall purchase said Offering Member’s Offered Interest at and on Buy-Out Price and Terms. If the Company and the Same Category Member(s) do not timely exercise their options to purchase the entire Offered Interest, the Other Category Member(s) (based on each Other Category Member’s Pro Rata Percentage) shall have thirty (30) days to determine if such Other Category Member(s) shall purchase the Offered Interest at and on the Buy-Out Price and Terms.

(5) If the entire Offered Interest is not purchased by the Same Category Members, the Other Category Members and/or the Company pursuant to Section 17(d)(3) and/or Section 17(d)(4), the Company shall purchase the unpurchased Offered Interest unless there is a legal impediment or contractual restriction preventing such purchase; and if there is such a legal impediment or contractual restriction which cannot be reasonably resolved, the Same Category Member(s) shall purchase a pro-rata portion of the unpurchased Offered Interest (based on each Same Category Member’s Pro-Rata Percentage).

(e) Buy-Out Price. The Buy-Out Price for a Member’s Offered Interest shall be the Fair Market Value of the Offered Interest, determined as of the date of the Offering Member’s Offer.

(f) Terms.

(1) Subject to Section 17(f)(2) hereof and if the Purchaser does not elect to purchase based on the terms set forth in a Notice of Intention, the amount to be paid to a Member or a Member’s personal or legal representative or successor under Section 17(b), 17(d), or 17(e) shall be paid, at the discretion of the Purchaser, either within three (3) months after the election to purchase or in one hundred twenty (120) consecutive equal monthly installments, including interest on the unpaid balance of the purchase price at a rate equal to the minimum rate necessary to avoid imputed interest or original issue discount under the Code, beginning three (3) months after the election to purchase and continuing until the purchase price has been fully paid. The unpaid balance may be prepaid at any time without premium or penalty. The Member or the Member’s personal or legal representatives, successors, or assigns, as the case may be, if requested to do by the Purchaser(s), shall sign and deliver to the Purchaser(s) an assignment, in a form reasonably approved by counsel for the Purchaser(s), which shall transfer to the Purchaser(s) good and marketable title to the Offering Member’s Offered Interest in the Company, free and clear of all liens, claims and encumbrances; and the Purchaser(s), if requested to do so by the Member or the Member’s personal or legal representatives, successors or assigns as the case may be, shall execute and deliver the Purchaser’s promissory note, generally in the form attached hereto as Exhibit C, for the amount due, containing a right on the part of the holder to accelerate payment in the event of any default. To secure the note, the Purchaser(s) shall execute and deliver to the selling Member a security agreement and financing statements covering the interest which has been purchased/redeemed. The Purchaser(s) is/are hereby designated as the Member’s attorney-in-fact for the purposes of removing the Member’s name from the Company’s roster of Members and
for the purpose of transferring the Offering Member's Offered Interest to the Purchaser(s). This power is coupled with an interest and is irrevocable.

(2) If the Purchaser has received proceeds of life insurance designated on Exhibit F on the death of the Offering Member, whether or not the installment payments pursuant to Section 17(f)(1) above have commenced, the Purchaser shall (within five (5) days of receipt thereof) pay to the personal representative of such Offering Member an amount of such proceeds up to the Buy-Out Price for the Offered Interest purchased therefrom. Such payments will reduce the amounts payable under said note.

(g) Payment for Company Property. The amount to be paid to a Member or a Member's personal or legal representatives, successors or assigns under this Section shall be deemed to be paid in exchange for the interest of the Member in Company property, in accordance with and subject to Section 736(b) of the Code.

(h) Vote on Purchase. A Member may not vote on the purchase of his, her or its interest in the Company pursuant to this Section 17, nor may the Member's Percentage be counted in determining the requisite number of votes to make the purchase.

(i) Admission of Additional Members. No new Member may be admitted unless the Category A Members unanimously agree to such Member's admission, provided, however, that the new Member must execute and deliver to the Company a written Joinder in the form of Exhibit D consenting to be bound by all of the terms of this Agreement and a Spousal Consent and Agreement (if applicable) in the form of Exhibit E. Further provided, if an S Election has been made that such new Member must qualify as a shareholder of an S corporation.

(j) Nonrecognition of Certain Transfers. The Company will not, nor be compelled to, recognize any transfer, or issue any certificate representing any membership interest to any person who has not delivered to the Company a written undertaking to be bound by the terms and conditions of this Agreement in the form of the Joinder attached hereto as Exhibit D and a Spousal Consent and Agreement (if applicable) in the form of Exhibit E.

(k) Legends on Certificate of Membership Interest. The following legend shall be imprinted on each Certificate of Membership Interest:

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE PENNSYLVANIA SECURITIES ACT OF 1972, AS AMENDED, OR SIMILAR LAWS OR ACTS OF OTHER STATES, IN RELIANCE UPON EXEMPTIONS UNDER THOSE LAWS AND ACTS. NOTICE IS HEREBY GIVEN THAT THE SALE, OFFER FOR SALE, ASSIGNMENT, TRANSFER, PLEDGE, HYPOTHECATION OR
OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO AND RESTRICTED BY THE PROVISIONS OF A CERTAIN CPG BIOTICS, LLC AMENDED AND RESTATE OPERATING AGREEMENT, AMONG THE COMPANY AND THE COMPANY’S MEMBERS, EFFECTIVE AS OF ________________, 2017, A COPY OF WHICH AGREEMENT MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY, AND ALL OF THE PROVISIONS OF WHICH AGREEMENT ARE INCORPORATED BY REFERENCE IN THIS CERTIFICATE, SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE PROVISIONS OF THE AGREEMENT RELATING TO THE COMPANY’S TAX STATUS AS AN S CORPORATION IF AN S ELECTION IS THEN IN EFFECT. BY THE EXECUTION OF THIS CERTIFICATE AND THE ACQUISITION OF THE MEMBERSHIP INTEREST REFERENCED HEREIN, EACH PRESENT AND FUTURE MEMBER REPRESENTS, INTER ALIA, THAT SUCH MEMBER IS ACQUIRING SUCH MEMBER’S MEMBERSHIP INTEREST FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION OR RESALE AND THAT SUCH MEMBER WILL NOT SELL, OFFER FOR SALE, TRANSFER, PLEDGE, OR OTHERWISE DISPOSE OF SUCH MEMBER’S MEMBERSHIP INTEREST: (I) OTHER THAN IN ACCORDANCE WITH THE OPERATING AGREEMENT; (II) WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE ABOVE REFERENCED LAWS AND ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER; AND (III) IN VIOLATION OF INTERNAL REVENUE CODE SECTION 1361 RELATING TO AN S ELECTION, IF AN S ELECTION IS THEN IN EFFECT.

(1) Permitted Transfers. Notwithstanding anything set forth in this Agreement to the contrary, a Member may at any time and from time to time, assign all, or any portion of, or any interest or rights in, in any fashion (for consideration or gratuitously, including a gift or a bequest) the Member's Membership Interest in the Company to a Permitted Transferee. Permitted Transferees are as follows: (i) any other Member; (ii) a Member's spouse, parent or sibling; (iii) any lineal descendant, by birth, marriage or adoption, of the Member; or (iv) any trust for the primary benefit of any of the aforementioned Persons; provided that any such Person or trust identified herein is an eligible S corporation shareholder if an S Election has been made. Such a transfer to a Permitted Transferee shall not require any consent hereunder or be subject to any purchase option hereunder, provided, however, that: (x) the Member or the Member's successors or assigns notifies the Company of the assignment; (y) the Member or the Member's successors or assigns delivers to the Company a copy of the written instrument of assignment, a fully executed Joinder in the form of Exhibit D consenting to be bound by all of the terms of this Agreement and a Spousal Consent and Agreement (if applicable); and (z) such Permitted Transferee is permitted as a Member pursuant to Code Section 1361, if applicable. Upon receipt of that notice, the assignee
shall automatically be admitted as a Member if the assignment is of the membership rights.

(m) Notwithstanding anything to the contrary provided herein, any and all transfers of Membership Interests, or any assets of the Company, shall be done in a manner that complies with all applicable federal and state laws and their governing authorities.

18. Dissolution.

(a) Events of Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following:

(1) the approval of all of the Category A and Category B Members; or

(2) the entry of an order of judicial dissolution of the Company under Section 8972 of the Act.

(b) Distributions upon Dissolution. In the event of the dissolution of the Company, the assets of the Company shall be liquidated in such manner as the Members shall determine so long as such determination does not result in being deemed a second category of Membership Interest/Unit for S Election purposes if an S Election is then in effect and, after the obligations of the Company to third parties have been discharged or provided for in accordance with applicable law, the net proceeds of the liquidation shall be distributed as follows:

(1) first, among the Members, if any, who have made unrepaid loans or advances to the Company, in an amount up to the aggregate amount of such unrepaid loans and advances, and in proportion to the amount of such loans and advances and the unpaid interest thereon;

(2) second, among the Members, in an amount up to the aggregate amount of their unrepaid Capital Contributions, and in proportion to the amounts of such unrepaid Capital Contributions; and

(3) third, among the Members in accordance with their respective Percentage Interests.

(c) Procedure. A reasonable time shall be allowed for the liquidation of the Company in order to minimize the losses normally attendant upon a liquidation.

(d) Certificate of Dissolution. On completion of the liquidation of Company assets as provided herein, the Members (or such other person or persons as the Act may require or permit) shall file a Certificate of Dissolution with the Department of State of the Commonwealth of Pennsylvania and take such other actions as may be necessary to terminate the existence of the Company.
(e) **Final Accounting.** In connection with the Company’s liquidation, the Company’s accountants shall compile and furnish to each Member a statement setting forth the assets and liabilities of the Company as of the date of complete liquidation.

(f) **Inadvertent Termination.** The Company shall not be dissolved upon the occurrence of an event under Section 8971(a)(4) of the Act. The transfer of a Member’s interest in the Company shall not inadvertently cause a termination of the Company for Federal income tax purposes under Code Section 708(b)(1) because there has been a sale or exchange of fifty (50%) percent or more of the total interests in the Company’s capital and profits within a twelve (12) month period.

19. **Books and Records.**

(a) **General Rule.** The Members shall cause to be kept full and accurate books and records of the Company. All books and records of the Company shall be kept at the Company’s principal office and shall be available at such location at reasonable times for inspection and copying by the Members or their duly authorized representatives.

(b) **Annual Financial Information.** The Company shall furnish to its Members annual financial statements, including at least a balance sheet as of the end of each fiscal year and a statement of income and expenses for the fiscal year. The financial statements shall be prepared on the basis of generally accepted accounting principles, if the Company prepares financial statements for the fiscal year on that basis for any purpose. The financial statements shall be mailed by the Company to each of the Members within ninety (90) days after the close of each fiscal year.

20. **Liability of Members.** The Members, as such, shall not be liable for the debts, obligations or liabilities of the Company except to the extent required by the Act.

21. **Indemnification.**

(a) **Indemnification of Covered Persons.** Except as expressly prohibited by law, the Company shall indemnify, defend and hold harmless each Covered Person from and against any and all debts, losses, claims, damages, costs, demands, fines, judgments, contracts (implied and expressed, written and unwritten), penalties, obligations, payments, liabilities of every type and nature (whether known or unknown, fixed or contingent), including, without limitation, those arising out of any lawsuit, action or proceeding (whether brought by or on behalf of a party to this Agreement or by any third party), together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, out-of-pocket expenses and other reasonable costs and expenses incurred in investigating, preparing or defending any pending or threatened lawsuit, action or proceeding) incurred in connection with the foregoing (collectively "Damages") suffered or sustained by such Covered Person by reason of any act, omission or alleged act or omission by such Covered Person arising out of such Covered Person's activities taken primarily on behalf of the Company, or at the request or with the approval of the Company,
or primarily in furtherance of the interests of the Company. Notwithstanding the foregoing, indemnification shall not be available under this section where the acts, omissions or alleged acts or omissions upon which an actual or threatened action, proceeding or claim is based constituted willful misconduct or recklessness.

(b) Indemnification Procedure. The procedure under which indemnification shall be provided under this Section shall be as follows:

(1) A party seeking indemnification from the Company pursuant to Section 21 (an “Indemnified Party”) shall give prompt notice to the Company of the assertion of any claim, including any claim brought by a third party, in respect of which indemnity may be sought (a “Claim”) and shall give the Company such information with respect thereto as the Company may reasonably request, but no failure to give such notice shall relieve the Company of any liability hereunder except to the extent the Company has suffered actual prejudice thereby.

(2) Except as provided in Section 21(b)(3), the Company shall have the right, exercisable by written notice (the “Notice”) to the Indemnified Party (which Notice shall state that the Company expressly agrees that as between the Company and the Indemnified Party, the Company shall be solely obligated to satisfy and discharge the Claim) within 30 days of receipt of notice from the Indemnified Party of the commencement of or assertion of any Claim, to assume the defense of the Claim, using counsel selected by the Company and reasonably acceptable to the Indemnified Party. If the Company fails to give the Indemnified Party the Notice within the stated time period, the Indemnified Party shall have the right to assume control of the defense of the Claim and all Damages in connection therewith shall be reimbursed by the Company upon demand of the Indemnified Party.

(3) The Company shall not have the right to assume the defense of a Claim:

(i) seeking an injunction, restraining order, declaratory relief or other non-monetary relief against the Indemnified Party (whether or not the Company is also named as a party), or

(ii) if the named parties to the action (including any impleaded parties) include both the Indemnified Party and the Company and the Indemnified Party has been advised by counsel that there are one or more legal or equitable defenses available to the Indemnified Party that are different from those available to the Company.

(4) A party defending a Claim shall not have the right to compromise or settle any claim for non-monetary relief against any other party without the other party’s consent. A party defending a Claim shall not have the right to compromise or settle any claim for monetary relief against any other party without the other party’s consent unless the monetary relief is paid in full by the settling party. A party shall not unreasonably withhold or deny its consent under this paragraph, but an Indemnified Party shall not be required to consent to a compromise or settlement
of a Claim if in the reasonable judgment of the Indemnified Party the compromise or settlement would have a continuing material adverse effect on the Indemnified Party's business (including any material impairment of its relationships with customers and suppliers).

(5) If at any time after the Company assumes the defense of a Claim the situation changes such that the Company would not be able to assume the defense of the Claim under paragraph (3) if the Claim were newly filed at that time, the Indemnified Party shall have the same rights as if the Company never assumed the defense of the Claim.

(6) The Company or the Indemnified Party, as the case may be, shall always have the right to participate, at its own expense, in the defense of any Claim that the other is defending.

(7) Whether or not the Company chooses to defend or prosecute a Claim involving a third party, the Company and the Indemnified Party shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith.

(c) **Right to Advancement of Expenses.** Except as expressly prohibited by law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 21(a).

(d) **Insurance.** The Company may purchase and maintain insurance, to the extent and in such amounts as the Members shall deem reasonable, on behalf of Covered Persons and such other Persons as the Members shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Company may enter into indemnity contracts with Covered Persons and such other Persons as the Members shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 21 and containing such other procedures regarding indemnification as are appropriate.

(e) **Non-Exclusivity of Rights.** The rights conferred on any person by this Section 21 shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate, agreement, vote of Members or otherwise.

(f) **Amendment or Repeal.** Any repeal or modification of this Section 21 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.
(g) Changes in Law. References in this Section 21 to law shall be to such law as it existed on the date this Agreement was executed or as such law thereafter may be changed, except that:

(1) in the case of any change that limits the indemnification rights or the rights to advancement of expenses that the Company may provide, the rights to indemnification and to the advancement of expenses provided in this Section 21 shall continue as theretofore agreed upon to the extent permitted by law; and

(2) if the change permits the Company without the requirement of any further action by the Members to provide broader indemnification rights or rights to the advancement of expenses than the Company was permitted to provide prior to the change, then the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.

(h) Applicability. The provisions of this Section 21 shall be applicable to all actions, suits or proceedings commenced after its adoption, whether such arise out of acts or omissions which occurred prior or subsequent to such adoption and shall continue as to a person who has ceased to be a Covered Person, and shall inure to the benefit of the heirs and personal representatives of such person.

22. Confidentiality.

(a) Confidential Information. “Confidential Information” is defined for purposes of this Agreement as consisting of, but not limited to information, materials or records which relate to: (i) the Company’s past, present or future products, services, patents, trade secrets, know-how, research, development, improvements, inventions, processes, techniques, designs or other technical data, lists of authorized dealers, distributors or suppliers, customer and customer prospect information, customer and customer prospect lists, customer and customer prospect data bases, employee and employee prospect lists, information, and data bases, price lists, fee schedules, contract information or other compilations for marketing or development; and (ii) administrative, management, financial, sales, marketing or manufacturing activities of the Company or of a third party which provided confidential information to the Company on a confidential basis. “Customer and customer prospect information” shall include name, title and position of contact persons, rates, contract terms and conditions, needs, preferences, concerns, corporate personality and other information that is useful in obtaining and maintaining the customer’s repeat business and good will. All such information, including any materials, software or documents containing such information, even if such information should be determined not entitled to protection as a trade secret of Company, shall be considered by Company as proprietary and confidential.

(b) Preservation of Information. Each Member agrees to preserve and protect the confidentiality of the Confidential Information and all physical forms thereof, whether
disclosed to such Member before this Agreement is signed or afterward. In addition, the Members shall not: (i) disclose or disseminate the Confidential Information to any third party who does not have a legitimate business need to know; (ii) copy, transmit, reproduce, or remove Confidential Information from the Company’s premises without a valid business purpose; or (iii) use Confidential Information for the benefit of any Member or for the benefit of any third party.

(c) Ownership of Information. Each Member acknowledges and agrees that all Confidential Information is the property of the Company. Each Member agrees to deliver to the Company all documents and other tangible items containing Confidential Information immediately upon such time as the Member no longer owns a Membership Interest in the Company; provided, however, such Member may retain copies that are reasonably required to retain for tax purposes, and any copies of records or documents that establish or directly relate to rights, claims or defenses such Member may have with respect to the Company, the Remaining Members and/or third parties.

(d) Each Member understands and agrees that all customers of the Company and customer prospects of the Company are and/or will be and remain customers and customer prospects of the Company, and all revenue generated by any such customers from services of a type provided by the Company shall inure to the exclusive benefit of the Company. No Member shall have any rights in or to any customers or customer prospects of the Company upon such time as he no longer owns a Membership Interest in the Company.

23. Miscellaneous.

(a) Notices to Members. Any notice required to be given to a Member under the provisions of this Agreement or by the Act shall be given either personally or by sending a copy thereof:

(1) By first Category or express mail, postage prepaid, or courier service, charges prepaid, to the postal address of the Person appearing on the books of the Company for the purpose of notice. Notice pursuant to this paragraph shall be deemed to have been given to the Person entitled thereto when deposited in the United States mail or with a courier service for delivery to that Person.

(2) By facsimile transmission, email or other electronic communication to the Person’s facsimile number or address for email or other electronic communications supplied by the Person to the Company for the purpose of notice. Notice pursuant to this paragraph shall be deemed to have been given to the Person entitled thereto when sent.

(b) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties.
(c) Amendments. The Certificate may be amended only if the amendment is approved by the vote, consent or agreement of all of the Members. An amendment to this Agreement must be in writing and shall take effect when executed by all of the Members.

(d) Binding Effect and Rights of Third Parties. This Agreement has been adopted to govern the operation of the Company, and shall be binding on and inure to the benefit of the Members and their respective heirs, personal representatives, successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person, except a Person entitled to indemnification or advancement of expenses under Section 21. Except and only to the extent provided by applicable statute no such creditor or other Person shall have any rights under this Agreement.

(e) Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania (including, without limitation, provisions concerning limitations of actions), without reference to the conflicts of laws rules of that or any other jurisdiction, except that Federal law shall also apply to the extent relevant.

(f) Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law.

(g) Expenses. Any Member who breaches this Agreement or fails to honor the commitments contained herein will be liable for all expenses, including costs and reasonable attorneys’ fees and accountants’ fees, incurred by the Company or any other Member(s) to enforce this Agreement regardless of the outcome of the matter.

(h) Entire Agreement. This Agreement and its exhibits constitutes the entire agreement among the Members with respect to the subject matter hereof and supersedes all prior agreements (including the Existing Agreement), express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

[Remainder of page intentionally left blank. Signature page to follow.]
IN WITNESS WHEREOF, the undersigned, parties intending to be legally bound, have executed and delivered this Agreement as of the date first above written.

COMPANY:

CPG BIOTICS, LLC,
a Pennsylvania limited liability company

CATEGORY A MEMBERS:
### Exhibit A

**MEMBERS AND MEMBERSHIP INTERESTS**

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<th>Category A Members</th>
<th>Category A Unit Percentage</th>
<th>Number of Category A Units and Date Obtained</th>
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<th>Category B Members</th>
<th>Category B Unit Percentage</th>
<th>Number of Category B Units and Date Obtained</th>
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None
Exhibit B
STIPULATED VALUE

Date: March 2, 2012

Stipulated Value $ ______ per Category A Unit
Stipulated Value $ ______ per Category B Unit

WITNESS: ___________________________

CPG BIOTICS, LLC
Exhibit C
PROMISSORY NOTE

$__________________________ ____________________________
__________________________ ____________________________

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of ____________________________ ("Holder"), at ____________________________ or at such other place as Holder may from time to time designate, the principal sum of ____________________________ Dollars ($__________________________) (the "Loan"), together with interest on the unpaid principal balance outstanding from time to time, all as hereinafter set forth. Payments of both principal and interest shall be paid in lawful money of the United States of America which shall be legal tender in payment of all debts and dues.

The following terms shall apply to this Promissory Note:

1. **Interest.** Interest on the outstanding principal balance of the Loan shall accrue at the fixed rate of ________ percent (_______%) per annum, which represents the minimum rate necessary to avoid the imputation of interest or original issue discount under the Internal Revenue Code. Interest shall be computed on the actual number of days outstanding based on a three hundred sixty (360) day year and accrued interest shall be payable on the Maturity Date, as hereinafter defined.

2. **Loan Term.** If not sooner paid, the entire outstanding principal balance of the Loan, all accrued and unpaid interest and any other payment due hereunder shall be due and payable in one hundred twenty (120) consecutive equal monthly installments of principal and interest in the amount of $__________________________ each, beginning on ____________________________, ______ and continuing on the same date in each and every month thereafter until ____________________________, (the "Maturity Date") when the entire unpaid balance plus all accrued and unpaid interest shall be due and payable in full. All parties to this Note, whether maker, endorser, or guarantor, agree that the maturity of this Promissory Note, or any payment due hereunder, may be extended at any time or from time to time without releasing, discharging, or affecting the liability of such party.

3. **Payment of Principal and Interest.** All payments hereunder, in Holder's sole discretion, may be applied first to the payment of accrued and unpaid interest and the balance to the payment of principal.

4. **Prepayment.** This Promissory Note may be prepaid in whole or in part any time without premium or penalty, provided, however, that each such prepayment shall be accompanied by payment of all unpaid penalties and premiums, if any, which are due plus all accrued and unpaid interest due as of the date of such prepayment. All partial prepayments of principal shall be applied to any principal installment payments in the inverse order of their maturity.

[TO BE INCLUDED IF THE OFFER WAS MADE DUE TO THE DEATH OF THE OFFERING MEMBER] “If the Maker has received proceeds of life insurance designated on Exhibit F on the death of [INSERT NAME OF THE APPLICABLE OFFERING MEMBER], Maker shall (within five (5) days of receipt thereof) pay to Holder an amount of such proceeds up to the outstanding principal and accrued (but unpaid) interest payable under this Promissory Note.”
5. **Security.** This Note shall be secured by a Security Agreement executed and delivered to Holder by Maker simultaneously herewith and the filing of Financing Statement(s) covering the interest that has been [purchased/redeemed].

6. **Event of Default; Acceleration.** If any payment due hereunder is not paid within ten (10) days after the date due, then Holder, in Holder's sole discretion and without notice or demand, may declare the entire unpaid principal balance plus accrued interest and all other sums due hereunder immediately due and payable. Failure by Holder to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

7. **Costs and Expenses; Waiver by Maker.** Maker shall pay to Holder and reimburse Holder for any and all costs and expenses, including attorney's fees and court costs, if any, incurred by Holder in connection with the enforcement or collection hereof; both before and after the commencement of any action to enforce or collect this promissory Note, but whether or not any such action is commenced by Holder. Maker waives presentment, protest and demand, notice of protest, notice of dishonor and nonpayment of this Promissory Note and expressly agrees that this Promissory Note or any payment hereunder may be extended from time to time without in any way affecting the liability of any Maker hereunder.

8. **Cumulative Remedies; No Waiver by Holder.** The rights and remedies of Holder hereunder shall be cumulative and concurrent and may be pursued singularly, successively or together at the sole discretion of Holder, and may be exercised as often as occasion therefor shall occur, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same or any other right or remedy.

9. **Evidence of Indebtedness.** This Promissory Note is given and accepted as evidence of indebtedness only, and not in payment or satisfaction of any indebtedness or obligation.

10. **Headings.** The headings used in Promissory Note are for convenience only and are not to be interpreted as a part of this Promissory Note.

IN WITNESS WHEREOF, Maker has executed this Promissory Note specifically intending this Promissory Note to constitute an instrument under seal.
Exhibit D
FORM OF JOINDER

THIS INSTRUMENT forms part of the Amended and Restated Operating Agreement effective as of March 2, 2017, as amended, from time to time (the “Agreement”), among CPG Biotics, LLC (the “Company”) and the Members of the Company (as such term “Members” is defined and used in the said Agreement), which Agreement permits execution by counterparty. The undersigned hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that the terms and conditions of the Agreement shall be binding upon the undersigned as a Member of CPG Biotics, LLC and such terms and conditions shall inure to the benefit of and be binding upon the undersigned and his/her successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 2nd day of March, 2017.
Exhibit E
FORM OF
SPOUSAL CONSENT AND AGREEMENT

THIS INSTRUMENT forms part of the Amended and Restated Operating Agreement effective as of March 2, 2017, as amended, from time to time (the “Agreement”), among CPG Biotics, LLC (the “Company”) and the Members of the Company (as such term “Members” is defined and used in the said Agreement).

The undersigned hereby acknowledges that:

(a) he/she is the spouse of a Member who signed the Agreement;

(b) he/she has received a copy of the Agreement and has read the Agreement in its entirety;

(c) the value of his/her spouse’s Membership Interest in the Company has been disclosed to the undersigned in accordance with the Agreement;

(d) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, he/she agrees that: (i) the terms and conditions of the Agreement shall be binding upon the undersigned; and (ii) he/she waives any right to ownership of his/her spouse’s Membership Interest in the Company in the event of divorce proceedings between the parties, i.e., any claim to receive an in kind distribution of any of his/her spouse’s Membership Interest in the Company, but not the right, if applicable, to include the value of such Membership Interest in the marital estate; and

(e) he/she has had the opportunity to consult with an independent attorney of his/her choice and has [consulted with said attorney] or [chosen not to].

IN WITNESS WHEREOF, the undersigned has executed this instrument this 2nd day of March, 2017.

WITNESS

SPOUSE
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:
CPG Biotics, LLC

Trade names and DBA (doing business as) names:

Principal Business Address: 2261 Woodlark Circle
City: Bethlehem  State: Pennsylvania  Zip Code: 18017
Phone: (484)544-6740  Fax: (610)694-9601  Email: infocpgbiotics@gmail.com
LEASE AGREEMENT

BETWEEN

M&B PARTNERS, LLC

as Landlord

and

CPG BIOTICS, LLC

as Tenant

Dated: March 16, 2017

Location:

230 Bridge Street, 2nd Floor
Phoenixville, PA 19460
Chester County, Pennsylvania
LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is made this 16th day of March, 2017, by and between M&B PARTNERS, LLC, a Pennsylvania limited liability company, with an address of 104 Bennington Road, Phoenixville, PA 19460 (hereinafter called “Landlord”), and CPG BIOTICS, LLC, a Pennsylvania limited liability company, with an address of 2261 Woodlark Circle, Bethlehem, PA 18017 (hereinafter called “Tenant”).

NOW THEREFORE, the day and year first above written, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term and upon the terms and conditions set forth in this Lease, the premises known as 203 Bridge Street, 2nd Floor, Phoenixville, Chester County, Pennsylvania, containing approximately 3400 square feet of commercial rental space (hereinafter called the “Leased Premises”). The entire building located at 230 Bridge Street, Phoenixville, Chester County, Pennsylvania is hereinafter called the “Building.” In addition, in the event that Tenant obtains a permit from the Pennsylvania Department of Health to dispense medical marijuana pursuant to Pennsylvania Act 16, Landlord shall construct a garage on the Building’s lower rooftop (hereinafter called the “Garage”). Upon completion, the Garage shall be included in the Leased Premises.

2. **Term.**
   a. **Commencement Date.** The initial term of this Lease shall begin on March 16, 2017.
   b. **Expiration Date.** The initial term of this Lease shall expire on that date which is ten (10) years after the date which is ninety (90) days after Tenant’s receipt of state licensing as a medical marijuana dispensary in the Commonwealth of Pennsylvania, but no later than January 1, 2028

3. **Rent and Other Charges.** Tenant agrees to pay to Landlord without right of set-off or reduction of any kind whatsoever, rent as follows:
   a. **Preliminary Rent Payments.** Commencing on April 1, 2017, and continuing through that date which is ninety (90) days after Tenant’s receipt of state licensing as a medical marijuana dispensary in the Commonwealth of Pennsylvania, but no later than December 31, 2017, Tenant shall make Preliminary Rental Payments to Landlord in the amount of $ on the first day of each calendar month.
   b. **Base Rent Payments.** Commencing upon that date which is ninety (90) days after Tenant’s receipt of state licensing as a medical marijuana dispensary in the Commonwealth of Pennsylvania, but no later than January 1, 2018 (the “Base Rent
Commencement Date"), Tenant shall make Base Rent Payments for a period of ten (10) years to Landlord as follows:

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The Base Rental Payments set forth above shall be payable in equal monthly installments, as set forth above, on the first day of each month beginning on the Base Rent Commencement Date, in advance, without demand.

c. Garage Rent Payments. In the event that the Garage is constructed by Landlord, Tenant shall make Garage Rent Payments to Landlord as follows:

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The Garage Rental Payments set forth above shall be payable in equal monthly installments, as set forth above, on the first day of each calendar month, in advance, without demand, beginning on the first day of the calendar month after the construction of the Garage is completed.

d. Additional Rent. The Preliminary Rent, Base Rent or Garage Rent payments set forth above do not include the additional amounts to be paid by Tenant for real estate taxes (under Section 8) and for Landlord’s insurance premiums (under Section 9), or any other amounts payable pursuant to other provisions of this Lease. All payments, other than monthly payments of Rent, that are required to be made by Tenant hereunder are “Additional Rent” for purposes hereof. All sums payable by Tenant under this Lease, whether or not stated to be Preliminary Rent, Base Rent, Garage Rent or Additional Rent (hereinafter collectively referred to as “Rent”), shall be collectible by Landlord as Rent and in the event of default in payment, Landlord shall have the same rights and remedies as for a failure to pay any Rent payment, without regard to or waiver of any other right or remedy available therefore. All payments of Additional Rent shall be payable in equal monthly
installments as requested by Landlord on the first day of each month, in advance, without demand. Tenant shall not begin to pay the additional amounts for real estate taxes (under Section 8) and for Landlord’s insurance premiums (under Section 9) until the Base Rent Commencement Date.

e. Late Charges. Any payment or part of a payment, including, without limitation, Minimum Rent and all Additional Rent, made more than five (5) days after it is due, shall be paid with a late charge of ten percent (10%) of the total amount of the item of Rent or other charge not paid when due (regardless of whether a partial payment has been timely made). Tenant agrees that such late charge represents a reasonable estimate of the additional administrative, accounting and other expenses which Landlord will incur as a result of such nonpayment or underpayment, which cost and expense are extremely difficult to otherwise fix or quantify. If the late charge is not paid when due, it will automatically be deducted from the security deposit without further notice. The amount of all payments received from Tenant by Landlord shall be applied to amounts owed by Tenant to Landlord as Landlord, in its sole discretion, may determine.

f. Bank Charges. Tenant shall pay to Landlord upon demand any charges assessed Landlord by any Bank or depository institution as the result of Tenant’s check being returned for any reason (including “NSF” nonsufficient funds), with a minimum charge of $50 for checks so returned.

g. Manner and Place of Payment. Rent checks shall be made payable to “M&B PARTNERS, LLC”. Rent is payable at the office of Landlord or such other place as may be designated by Landlord.

h. Cure Period. In addition to the five (5) day grace period provided in Subsection c above, Tenant shall have an additional five (5) days from the date of written notice to Tenant before Tenant shall be deemed to be in default for non-payment of rent and an additional ten (10) days from the date of written notice to Tenant before Tenant shall be deemed to be in default of a non-monetary covenant.

4. Tenant’s Options to Renew Lease. Tenant is granted options to renew this Lease for two (2) additional periods of five (5) years each, upon all of the provisions contained in this Lease, except for the amounts of Base Rent and Garage Rent. In order to exercise such options, Tenant shall give Landlord written notice of its intention to exercise such option no later than ninety (90) prior to the expiration of the initial term of this Lease or the initial extended term of this Lease. In the event that Tenant exercises one or both of these options to renew this Lease, the amounts of the Base Rent and the Garage Rent during the extended terms shall increase three percent (3%) per year over the prior Base Rent and Garage Rent. Provided, however, that, if Tenant is in default under this Lease on the date of giving the option notice, the option notice shall be totally ineffective, or if Tenant is in default under this Lease on the date an extended term is to commence, the extended term shall not commence and this Lease shall expire at the end of the initial term or initial extended term, as the case may be.

5. Security Deposit. On or before the Base Rent Commencement Date, Tenant shall deposit with Landlord the amount of $, to be held as security for the full and faithful performance by Tenant of Tenant’s obligations under this lease and for reimbursement for damage to the Leased Premises. Except for such amount as shall be
lawfully applied by Landlord to satisfy valid claims against Tenant arising from defaults under this lease or by reason of damage to the Leased Premises, the security deposit shall be returned to Tenant at the expiration of the term of this lease or any renewal or extension thereof. It is understood that no part of the security deposit is to be considered as the first rental payment or last rental payment due under the terms of the Lease. When Tenant’s security deposit is used for any purpose, including, but not limited to, paying late or “NSF” or bad check charges, and drops below 50% of the original security deposit, Landlord may at any time consider a default in the Lease to have occurred and may pursue any and all rights and remedies as stated in this Lease. If Tenant is in default under this Lease more than two times within any twelve (12) month period, irrespective of whether or not such default is cured, then, without limiting Landlord’s other rights and remedies provided for in this Lease or at law or in equity, the security deposit shall automatically be increased by an amount equal to two (2) times the original security deposit and any future option periods may be terminated by Landlord.

6. **Use of Premises.**

   a. **Permissible Use.** Tenant shall use and occupy the Leased Premises exclusively for a medical marijuana dispensary and for no other purpose without obtaining the Landlord’s prior written consent. Any requirement for a use and occupancy permit by the Borough of Phoenixville shall be the obligation of the Tenant to make application therefor and to obtain the required permit at or simultaneously with occupancy.

   b. **Restricted Activities.** Tenant shall:

      (i) not permit, any public or private auction, or any sale which would indicate to the public that Tenant is bankrupt, is going out of business, or has lost its lease;

      (ii) not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument in such manner that the sound so reproduced, transmitted or produced shall be audible beyond the confines of the Leased Premises, and will not use any other advertising medium, including without limitation flashing lights, or search lights which may be heard or experienced outside of the Leased Premises;

      (iii) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises;

      (iv) not permit the parking of delivery vehicles to interfere with the use of any driveway, walkway or means or ingress or egress from the Building;

      (v) not receive or ship articles of any kind except through the facilities provided for that purpose by Landlord and not permit any delivery of goods, supplies, merchandise or fixtures to or from the Leased Premises to be made through any of the customer walkways;

      (vi) be responsible for payment of the costs of any repair to the Leased Premises or the Building caused by Tenant and/or its vendors, employees, customers,
contractors and/or delivery persons in the course of accessing the Leased Premises or delivering, transporting or removing property, materials, inventory and/or equipment to and from the Leased Premises; or

(vii) not use the plumbing facilities for any other purpose than that for which they are constructed and, to the extent reasonably possible, will not permit any foreign substance of any kind to be thrown therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant. All necessary grease traps and/or back flow preventors, if any, and other plumbing traps shall be installed, replaced, maintained and kept clean and operable by Tenant at Tenant’s own cost and expense.

7. **Zoning and Licensing Contingencies.** Landlord acknowledges that Tenant intends to utilize the Leased Premises as a medical marijuana dispensary and that the validity of this lease is contingent upon Tenant obtaining a permit to dispense marijuana from the Pennsylvania Department of Health pursuant to PA Act 16 (the “Permit”) and obtaining all zoning and use approvals from the Borough of Phoenixville for such use (the “Use Approvals”). Tenant shall have until July 31, 2017 to obtain the Permit and the Use Approvals. In the event that Tenant has obtained the Permit and the Use Approvals on or before July 31, 2017, Tenant shall notify Landlord of those facts and shall be obligated to fulfill its obligations under this Lease. In the event that Tenant has not obtained the Permit and the Use Approvals on or before July 31, 2017, Tenant shall notify Landlord of those facts and shall notify Landlord either of Tenant’s intention to terminate this Lease or to unilaterally extend the contingency period for it to obtain the Permit and the Use Approvals through and including September 30, 2017. In the event that Tenant has obtained the Permit and the Use Approvals on or before September 30, 2017, Tenant shall notify Landlord of those facts and shall be obligated to fulfill its obligations under this Lease. In the event that Tenant has not obtained the Permit and the Use Approvals on or before September 30, 2017, Tenant shall notify Landlord of those facts and shall notify Landlord of Tenant’s intention to terminate this Lease or to unilaterally extend the contingency period for an additional three (3) month period in order to obtain the Permit and the Use Approvals through and including December 31, 2017. In the event that Tenant has not obtained the Permit and the Use Approvals on or before December 31, 2017, Tenant shall notify Landlord of those facts and this Lease shall automatically terminate.

8. **Real Estate Taxes.** Tenant agrees to pay, as Additional Rent, its proportionate share of all real property taxes and assessments which may be levied or assessed by any lawful authority against the land and improvements in the Building. Tenant shall pay that portion of such taxes equal to the product obtained by multiplying the total taxes by a fraction, the numerator being the square foot area of the Leased Premises, and the denominator of which shall be the total square footage of all leasable space in the buildings in the Building (hereinafter referred to as “Tenant’s Fraction”). The Tenant’s Fraction is Forty-Three percent (43%) for the Leased Premises as presently constituted (without the Garage) and Fifty percent (50%) with the Garage.

Tenant shall initially pay per month toward its proportionate share of all real estate taxes. Landlord will bill Tenant annually for its proportionate share of said real estate taxes, accompanied by copies of the appropriate tax bills. The total billing for taxes less the amount previously paid by the Tenant will result in an adjustment whereby the Tenant will
either receive a refund within thirty (30) days for any overpayment or will remit within thirty (30) days any balance due to Landlord for additional taxes. The monthly amount to be paid on account will be revised each year to more closely reflect one-twelfth (1/12) of Tenant’s share of real estate taxes most recently determined. At any time during a tax year, Landlord may retroactively re-estimate Tenant’s proportionate share of real estate taxes and may bill Tenant for any deficiency which may have accrued during such tax year, and thereafter, Tenant’s monthly installments shall be similarly adjusted.

For any portion of the aggregate lease term covered herein which is less than a full calendar year, the allocation of taxes shall be further reduced to limit such charge to a corresponding pro rata portion of such year. This last provision shall apply both at the beginning and end of the Lease term.

The term “real estate taxes” shall include all real estate taxes, ad valorem taxes and assessments, taxes on real estate rental receipts and other governmental levies and charges for every kind and nature whatsoever, general or special, extraordinary as well as ordinary, which shall be charged, levied, assessed or imposed by any lawful taxing authority against the land, building rentals from Tenant and all other improvements or betterments comprising the Building (as initially constructed or as the same may at any time thereafter be enlarged or reduced), including interest on installment payments and all reasonable costs and fees incurred by Landlord in contesting taxes, assessments and/or negotiating same with taxing authorities and any payments made to any federal, state or local governmental authority by Landlord in lieu of any such taxes or assessments and including any excises payment under the State Laws (which excises may be based on the amount of income or revenue of Landlord). In the event that Landlord shall receive a refund of such taxes as the result of contesting such taxes or assessments, Landlord shall credit a portion of such refund as shall be allocable to payments of taxes actually made by Tenant (less costs, expenses and attorneys’ fees) against the next succeeding payment of real estate taxes due from Tenant.

Tenant further covenants that if this Lease is terminated by reason of default on its part, or if it fails to take possession of its Leased Premises or leaves the Leased Premises prior to the expiration of this Lease, Tenant shall remain liable to pay such share of such taxes. Tenant agrees that this is not to be construed as a penalty and that Tenant shall be liable therefor only for such period or periods of time as during the term of this Lease, the Leased Premises are unrented.

Notwithstanding anything to the contrary contained herein, if at any time during the term of this Lease the present method of taxation or assessment shall be changed so that the taxes now levied, assessed or imposed on real estate and buildings and improvements thereon shall, in lieu thereof, be imposed, assessed or levied wholly or partly as a capital levy or otherwise upon the fixed annual rent reserved herein or as a tax, corporation franchise tax, assessment, levy or charge, measured or based, in whole upon the Building or on the rents derived therefrom and imposed upon Landlord, then Tenant shall pay all such taxes so measured or based to the extent that any such change in the present method of taxation or assessment relieves Tenant from the payment of such taxes on real estate as they are now known and to the extent that such taxes would be payable if the Building were the only property of Landlord subject to such taxes.

For the first partial calendar year of Tenant’s Lease, Tenant shall pay its pro rata share of the real property taxes and assessments as provided for in this Section for the
entire year multiplied by a fraction consisting of the number of days in the calendar year, subsequent to the commencement date of this Lease, divided by the number of days in that calendar year.

In the event that the Landlord constructs the Garage and the construction of the Garage results in a reassessment of the Building and an increase in the real property taxes assessed against the Building, Tenant shall pay the entire amount of the tax increase attributable to the Garage.

9. **Tenant’s Reimbursement of Landlord’s Insurance Premiums.** Landlord shall maintain on the Building an insurance policy of general liability coverage and standard fire and extended coverage, with vandalism and malicious mischief endorsements to the extent of full replacement value. Tenant shall reimburse Landlord for Tenant’s proportionate share of the premiums to be paid by Landlord for maintaining such insurance. Tenant’s proportionate share shall be calculated by multiplying Tenant’s Fraction as set forth in Section 8 herein times the total premiums for the Building. Reimbursement for the insurance premiums shall be made by Tenant within thirty (30) days after Tenant receives a copy of the premium notice and a demand from Landlord for reimbursement of Tenant’s proportionate share of such premiums. Tenant’s obligation to reimburse Landlord for the insured’s premiums shall be prorated for any partial year at the commencement and expiration or termination of any term.

10. **Utilities and Services.** Tenant shall pay for all sewer, heat and air conditioning, electricity, telephone and other utilities and services provided to or for the Leased Premises, all of which shall be separately metered or submetered reflecting usage by Tenant alone and not shared usage with any other tenant of the building. Tenant shall also pay and is responsible for all trash removal, including, without limitation, all trash removal related to occupying or vacating the Leased Premises. Landlord shall not be liable in damages, by way of offset or otherwise, for any failure or interruption of utility service. Tenant shall put all utilities in Tenant’s name immediately upon the earlier of taking possession of the Leased Premises or the commencement of the lease term. Tenant must operate heating and cooling equipment in accordance with Landlord’s reasonable criteria and must maintain store temperature at such temperatures as will prevent the freezing or bursting of pipes and the draining of heated and chilled air from any enclosed sections of the Building. In no event shall Landlord be liable to Tenant in damages or otherwise for any interruption, curtailment or suspension of any of the foregoing utility services in the event of default by Tenant under this Lease or due to repairs, action of public authority, strikes, acts of God or public enemy, or any other cause, whether similar or dissimilar to the aforesaid.

11. **Maintenance and Repairs.**

a. **Landlord's Responsibilities.** Landlord is solely responsible for maintenance of the roof and structural portions of the Leased Premises, unless any damage thereto has been caused by any act or omission of Tenant, its employees, agents or contractors, in which case any repairs of replacements of the same shall be at Tenant’s cost.

b. **Tenant’s Responsibilities.** Except as set forth in Section 13a, Tenant shall at its own cost and expense maintain all parts of the Leased Premises in good repair, including, without limitation, interior plumbing, electrical, windows, window glass, plate
glass doors, heating and air conditioning systems (which includes snow, ice and leaf removal from any exterior HVAC unit) and equipment, periodic painting, pest treatment (including adjoining areas which may be affected by pests), trash removal, sidewalks, steps, ramps and loading areas (which includes removal of snow, ice, leaves or other debris) abutting or serving the entrance to the Leased Premises and within the interior of the Leased Premises in general. Except in the case of emergency, prior to Tenant making any repair, Tenant will give Landlord written notice that such work will be performed and Landlord will have the right to approve or disapprove the plans or specifications for such repairs. On the expiration or earlier termination of this Lease, Tenant will turn over the Leased Premises to Landlord, clean and in the same condition as on the date Landlord tendered possession to Tenant, normal wear and tear excepted. Any damage to the Leased Premises, including any structural damage, resulting from Tenant’s use or from the installation or removal of Tenant’s furnishings and equipment shall be repaired by Tenant at Tenant’s expense. If Tenant fails or refuses to make repairs and/or maintain the Leased Premises, as set forth above, without prejudice to any other remedy available to Landlord, Landlord may, upon giving Tenant ten (10) days prior written notice, enter the Leased Premises and perform such maintenance or make such repairs on behalf of and for the account of the Tenant. In the latter event, Tenant shall pay the cost of such repairs or maintenance promptly plus an overhead charge of twenty percent (20%) of the cost of such repairs or maintenance following Tenant’s receipt of a bill therefor.

c. Contacting Utility Providers. Tenant is responsible for initiating and terminating utility service to the Leased Premises. Tenant shall notify Landlord and the applicable utility provider of the date on which utility service should be terminated.

12. Tenant Fit-Out and Alterations.

a. Landlord’s Work. Landlord, at Landlord’s sole expense, shall provide a fully-sprinklered space for an “Open Floorplan”. Any change orders or modifications required to be made to such space as a result of Tenant’s fit-out shall be at Tenant’s sole expense. The Landlord shall further install a heating, ventilation and air conditioning system (“HVAC System”) appropriate to service the Leased Premises in an Open Floorplan. Landlord shall also install a new electrical panel in order to accommodate a standard size user of electrical service within the Leased Premises. Any upgrades or increases in the size of the electrical service shall be at Tenant’s sole expense. In addition, Tenant shall be responsible to any additional installation of any additional electrical service beyond the new panel. Landlord will sub in water and sewer service to a central location within the Leased Premises so that Tenant may connect such services. Landlord further agrees to build a garage of the existing building rooftop. Any security modifications or upgrade for the garage area shall be Tenant’s sole expense. Landlord shall further repair and patch flooring where necessary. The parties agree that Landlord shall not be required to begin work on the foregoing work unless and until Tenant obtains a Pennsylvania Department of Health permit to dispense marijuana at the Leased Premises pursuant to Pennsylvania Act 16.

b. Tenant’s Work. Within ninety (90) days from Tenant’s receipt of the Permit and the Use Approvals, Tenant shall complete construction and fit-out the Leased Premises to operate its business. Notwithstanding the foregoing timeframe and upon the condition that Landlord completes its work pursuant to subsection 14a. above, Tenant shall complete its construction and fit-out no later than December 31, 2017. Tenant shall provide
Landlord with a certificate of insurance for all contractors doing work on behalf of Tenant at the Leased Premises, which shall reflect minimum coverages of [redacted] in general liability insurance and [redacted] in additional umbrella or aggregate general liability insurance. Such certificates of insurance shall name Landlord as Certificate Holder and Additional Insured.

c. Restriction on Tenant Fit-Out and Alterations. Tenant shall not construct its fit-out or make any alterations to the Leased Premises without Landlord’s prior written approval of the plans therefor, which approval Landlord may not unreasonable withhold, condition, or delay. If such approval is given, the fit-out and alterations must be done by licensed technicians who shall abide by all federal, state and local laws and regulations. Tenant is responsible to obtain and pay for all requisite permits and inspections for such fit-out and approved alterations, copies of which will be provided to Landlord. Tenant shall further require and secure evidence of public liability insurance covering any contractors or Tenant performing work on the premises, with coverages satisfactory to Landlord in its sole discretion and naming Landlord as additional insured. All materials, including fixtures used with respect to Tenant’s electrical installations, shall be new and carry UL labels. All electrical work shall be performed by electrical contractors approved by Landlord in writing.

d. Mechanic’s Liens. Tenant shall keep the premises free of any liens claimed in connection with any alterations to the Leased Premises and will pay or cause the same to be removed within ten (10) days of the entry of such lien. In the event Tenant shall fail to do so, Landlord may discharge the lien by payment or bonding of the amount secured thereby without investigating the validity thereof and regardless of whether Tenant may be then contesting the propriety or amount thereof. Any amounts so paid by Landlord, along with any attorneys’ fees or other costs related to the discharge of such lien, shall be deemed Additional Rent and shall be immediately payable to Landlord by Tenant.

e. Responsibility for Improvements. Any and all Tenant improvements to the Leased Premises that have been approved by Landlord as set forth herein will be the sole responsibility of the Tenant to insure for repair or replacement or for damage to said improvements. Landlord will assume no responsibility for Tenant improvements.

f. Landlord’s Rights to Make Continuing Improvements. Upon the express condition that Landlord provides not less than sixty (60) days written notice to Tenant of its decision to make any continuing improvements to the Leased Premises and that such improvements would not in any manner whatsoever have an adverse impact upon Tenant’s use of the Leased Premises (including jeopardizing security or licensing issues), Landlord shall have the right, at all times, and from time to time throughout the term of this Lease, without incurring any liability to Tenant and without it constituting an eviction, to change the size or layout of the Building (including, without limitation, to change the area, appearance, size, level, location and/or arrangement of the Building including common areas, entrances and exits); build new buildings or structures or additions to the Building or property in which or on which the Leased Premises is located; expand, reduce or alter the parking areas in any manner, relocate existing buildings, parking areas, or other parts of the property on which the Leased Premises is located; make changes and additions to pipes, conduits and ducts or other structural or nonstructural installations in the Leased Premises; add additional real property to the existing property on which the Leased Premises is located; and, temporarily block or close Common areas or any parts thereof for the purpose of
maintenance. All Common Areas and facilities not within the Leased Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount or number of such areas be diminished, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall such revocation or diminution of such areas be deemed a constructive or actual eviction.

13. **Damage and Destruction of Premises.**

a. In the event that the Leased Premises are partially or totally damaged or destroyed by fire or other casualty insurance against under a standard fire insurance policy with standard extended coverage endorsement or has become partially or totally untenantable, this Lease shall not terminate, but Rent shall abate for any such period of destruction or rebuilding. Rent shall be abated in proportion to that portion of the Leased Premises which are untenantable. In the event of such damage or destruction, Landlord, at its option: (1) may repair or rebuild the Leased Premises and if it does so within 180 days of the damage or destruction, Tenant shall thereafter continue to be responsible for all charges, including, the Rent that Tenant has agreed to pay in this Lease; or (2) terminate this Lease, in which case, neither Tenant nor Landlord shall have any further obligations under this Lease (except that Tenant shall liable for any Rent owed as of the date of such damage or destruction). In the event Landlord elects to repair or rebuild the Leased Premises, as set forth above, Tenant's obligation to recommence the payment of Rent shall commence on the date that the Leased Premises is rendered habitable by Landlord. (Space returned or section of space returned to a ready to paint shell. Notwithstanding anything set forth herein to the contrary, Tenant shall be responsible for all repairs and replacements of damage and/or destruction of the Leased Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry which may include Landlord's entry in the event of an emergency into the Leased Premises. Landlord shall not be liable for any damage, compensation, or claim by reason of the necessity of repairing any portion of the building, the interruption in the use of the Leased Premises, any inconvenience of annoyance arising as a result of such repairs or interruption, or the termination of this Lease by reason of damage or destruction as described above. Further, Landlord shall not be liable for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Premises all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly. If Landlord elects to repair or restore damage to the Leased Premises, Landlord's work, in connection with such repair and/or restoration, shall be limited to restoration of the base shell of the Leased Premises to that condition as existed on commencement of the Lease exclusive of leasehold improvements (e.g., fixtures, partitions, floor and/or wall coverings, etc.) installed by Landlord and/or Tenant for Tenant's benefit or at Tenant's cost, whether at the inception of the Lease or during the term of the Lease. Tenant shall be responsible for causing the restoration, at Tenant's sole cost, of any such improvements and/or upgrades and shall insure the same in accordance with Section 15 of this Lease. Tenant shall also be responsible, at its own cost, for cleaning, repairing and/or repainting any wall or floor coverings or treatments which are soiled, water damaged and/or stained by fire, flood or other casualty and for the cost of any minor repairs by Landlord to the Leased Premises which are subject to a deductible under Landlord's policy of casualty insurance.
b. Subject to the provisions of Section 12a, all damage to the Leased Premises and other portions of the Building of which it is a part or to the Common Areas caused by Tenant, its agents, employees, vendors; contractors, invitees and/or visitors, will be repaired by Landlord at the expense of Tenant except as otherwise provided in Section 11c or repaired by Tenant with Landlord's approval in accordance with Section 10b. Tenant shall reimburse Landlord for such repairs within ten (10) days of receipt of invoice from Landlord of the costs. At its election, Landlord may regard the same as Additional Rent, in which event the costs shall become Additional Rent payable with the installment of Rent next becoming due after notice is received by Tenant from Landlord. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in those circumstances.

14. **Condemnation.**

a. **Total Condemnation.** If the whole of the Leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation or in the event of conveyance in lieu thereof, then this Lease shall terminate as of the date on which possession of the Leased Premises is required to be surrendered to the condemning authority, and Tenant shall have no claim against Landlord or the condemning authority for the value of the unexpired term of this Lease.

b. **Partial Condemnation.** If any part of the Leased Premises shall be so taken or conveyed and if such partial taking or conveyance shall render the Leased Premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date on which possession of the Leased Premises is required to be surrendered to the condemning authority and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease. In the event such partial taking or conveyance is not extensive enough to render the Premises unsuitable for the business of Tenant, this Lease shall continue in full force and effect except that the Minimum Rent shall be reduced in the same proportion that the floor area of the Leased Premises so taken or conveyed bears to such floor area immediately prior to such taking or conveyance such reduction commencing as of the date Tenant is required to surrender possession of such portion, so long as the floor area remaining available to Tenant does not reduce the floor area originally leased by more than 20% of the original floor space. Landlord shall promptly restore the Leased Premises, to the extent of condemnation proceeds available for such purpose, as nearly-as practicable to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking or conveyance and Tenant shall promptly make all necessary repairs, restoration and alterations of Tenant's fixtures, equipment and furnishings and shall promptly reenter the Leased Premises and commence doing business in accordance with the provisions of this Lease. For purposes of determining the amount of funds available for restoration of the Leased Premises from the condemnation award said amount will be deemed to be that part of the award which remains after payment of Landlord's reasonable expenses incurred in recovering the same and of any amounts due to any mortgagee of Landlord, and which represents a portion of the total sum so available (excluding any award or other compensation for land) which is equitably allocable to the Leased Premises.

c. **Partial Condemnation of Building.** If more than one-third (1/3) of the floor area of the Building of which the Leased Premises are a part or more than one-third (1/3) of the leasable floor area of the Building or more than one-third (1/3) of the Common
Areas shall be so taken or conveyed or (b) if any part of the parking area adjacent to the Building is so taken or conveyed and as a result of such partial taking or conveyance the size, layout or location of the remaining parking facilities will violate the requirements of the applicable zoning or similar law (or, any permitted variance or exception thereof), then in any or all such events notwithstanding the fact that the Leased Premises are not so taken or conveyed, Landlord shall have the right and power, at its option to be exercised by written notice to Tenant, to terminate this Lease effective either the date title vests in the condemning authority or the date Landlord is required to deliver possession of the parts taken or conveyed; provided, however, in the event of a taking or conveyance described in clause (b) herein if Landlord shall take immediate steps towards eliminating such violation, this Lease shall be unaffected and remain in full force and effect. In any event, Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease.

d. **Landlord’s Damages.** In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award as damages or otherwise for such condemnation and Landlord and any mortgagee of Landlord are to receive the full amount of such award as their respective interests may appear. Tenant hereby expressly waives any rights or claim to any part thereof and assigns to Landlord any such right or claim to which Tenant might become entitled.

e. **Tenant’s Damages.** Recognizing that significant damages in the event of any condemnation are to belong to the Landlord and any mortgagee of Landlord as aforesaid, Tenant shall have the right, to the extent that same shall not diminish the Landlord’s or such mortgagee’s award, to claim and recover from the condemning authority, but not from Landlord or such mortgagee, such compensations as may be separately awarded or recoverable by Tenant under the applicable eminent domain code in effect where the Building is located, in Tenant’s own right for or on account of, all damages to which Tenant is legally entitled.

15. **Miscellaneous Covenants.**

a. **Upkeep of Premises.** Tenant, at its sole cost and expense, shall: (i) keep the Leased Premises, including, without limitation, all windows, clean and free from all ashes, dirt and other refuse matter; (ii) keep the Leased Premises and surrounding areas free of all objectionable odors; (iii) keep the Leased Premises free of all odors, rodents, insects, bugs, vermin and other pests and use an extermination contractor at such intervals as shall be necessary to prevent infestation or as Landlord may require; (iv) keep the floors protected from damage; (v) replace all plate glass window or door glass broken by any cause including Tenant, its employees, agents or invitees; (vi) keep all waste and drain pipes open; (vii) repair all damage caused by Tenant, its employees, agents or invitees to the plumbing and to the Leased Premises in general; (viii) see that there are no undue accumulations of refuse and garbage, keep refuse and garbage in the kind of container required by applicable law or as may be specified by Landlord, which shall be placed outside the Leased Premises prepared for collection dumpsters or other receptacles designated by the Landlord in the manner and at the times (not less than daily unless otherwise stated) specified by Landlord, and, if Landlord shall designate a service for picking up refuse and garbage, use the same at Tenant’s cost and otherwise and in any event Tenant pay the cost of removal of all of Tenant’s refuse and garbage; (ix) keep the outside areas immediately adjoining any loading area or outside entrance to the Leased Premises clean and free from snow and ice and not place or permit
any rubbish, obstruction or merchandise in such areas, nor shall Tenant use such areas for
business purposes other than ingress and egress; and (x) keep the same in good order and
repair as they are now, reasonable wear and tear excepted.

b. Compliance with Laws. Tenant at its sole cost and expense shall comply with all governmental
laws, ordinances and regulations (including, without limitation, the Americans with Disabilities Act and its regulations) applicable to the use of
the Leased Premises and shall promptly comply with all governmental orders and directives
for the correction or prevention of matters in, upon or connected with the Leased Premises.

c. Environmental Laws.

(i) Tenant shall not allow any “hazardous substances” or
“hazardous waste”, as such terms are defined by the Pennsylvania Solid Waste Management
Act, 35 Pa.C.S.A. § 6018. 101 et seq., as amended, or the Comprehensive Environmental
to be handled, disposed or, stored, transported, carried, used or to exist upon the Leased
Premises or property upon which the Leased Premises is located. Tenant shall comply with
these and all other applicable federal, state, and local environmental laws, ordinances,
orders or regulations affecting the Leased Premises, the operation of Tenant’s business at the
Leased Premises, or the removal of any substances therefrom. Notwithstanding anything in
this Lease to the contrary, Tenant shall not, without Landlord’s prior written consent and
subject to reasonable conditions imposed by Landlord, use, store, manufacture, process or
dispose of any oil, grease, or hazardous substances regulated by any public authority.

(ii) Tenant shall not permit any on-site disposal of oil, grease or
hazardous substances. No hazardous or industrial wastes, contaminated substances or those
resulting from manufacturing or processing shall be deposited in containers provided for
trash removal. All waste materials (including Tenant’s construction or remodeling wastes)
other than ordinary sanitary commercial trash shall be removed from the Leased Premises
and properly disposed of in compliance with all applicable laws at Tenant’s sole cost and
expense.

(iii) Tenant does hereby indemnify and hold Landlord harmless of,
from and against all claims, actions, liens, demands, costs, expenses, fines and judgments
(including legal costs and attorneys' fees) resulting from or arising by reason of any spills or
contamination of air, soil or water by oil, grease or hazardous substances at or around the
Leased Premises or upon removal therefrom, or the violation of any other provision of this
Section.

(iv) Upon (ten) (10) days prior written request from Landlord, Tenant
shall execute, acknowledge and deliver to Landlord a written statement in form satisfactory
to Landlord certifying that Tenant has not disposed of any oil, grease or hazardous substances
at the Leased Premises and that any such substances used, processed or generated at the
Leased Premises have been disposed of in accordance with applicable law.

d. Notice of Accident, Fire or Damage. Tenant shall give to Landlord
prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises
or any common areas.
e. Fire Extinguishers. Tenant shall supply, maintain and update the inspection for at least three 10 pound ABC fire extinguishers or 1 per every 1000 sq. ft. of floor within the Leased Premises, whichever is greater. If the local fire regulations require more extinguishers, Tenant must comply with such regulations. Tenant must maintain and repair all existing signs, emergency lighting and fire safety items. The automatic extinguishing system must be inspected annually and tagged accordingly. The hood shall be cleaned every six months by a professional cleaning service. A contract with this service shall be maintained and a copy of the contract will be supplied to landlord annually. If additional fire safety items are required by federal, state or local laws or regulations, Tenant at its sole expense must comply with same.

f. Smoking. Tenant and Landlord shall endeavor to discourage and/or prohibit smoking from occurring within the Leased Premises.

g. Loading and Storage. Tenant shall warehouse, store and/or stock in the Leased Premises only such goods, wares and merchandise as Tenant is permitted and intends to offer for sale at retail, in or from the Leased Premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any, not located within the building in which the Leased Premises is located. Tenant shall load and unload goods at such times in the areas and through such entrances as may be designated for such purpose by Landlord. Trailers or trucks, whether loaded or unloaded, shall not be permitted to remain parked overnight in the Building or other property on which the building containing the Leased Premises is a part.

h. Waste. Tenant shall not commit or suffer to be committed any waste or nuisance or other act or thing upon the Leased Premises which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises are located or in the Building.


a. Insurance. Tenant shall procure and continue in force during the term of this Lease (including any period prior to the commencement date of the term of this Lease in which Tenant is engaged in any alterations or repairs to the Leased Premises):

(i) Comprehensive general liability insurance on an occurrence bases covering bodily injury, personal injury and death, and property damage, including water damage, sprinkler leakage and legal liability, in an amount not less than [insert amount] for bodily injury, personal injury or death to any one person, [insert amount] for bodily injury, personal injury or death to more than one person, and [insert amount] with respect to damage to property or otherwise.

(ii) Plate glass insurance with respect to all plate and other glass in or on the Leased Premises.

(iii) Fire insurance with extended coverage and vandalism and malicious mischief endorsements, in an amount adequate to cover the full replacement value of all inventory, trade fixtures, decorations, contents and signs in or on the Leased Premises in the event of fire or other casualty.
(iv) Rent insurance covering those risks referred to in Subsection (iii) above in an amount equal to the Preliminary Rent Payments, Base Rent Payments and Garage Rent Payments, as applicable, and those items collectible as Additional Rent for a period of at least twelve (12) months, commencing with the date of loss.

(v) Such other insurance and in such other amounts as Landlord or the holder of any mortgage, deed of trust, ground or underlying lease may require.

Such insurance shall be written by one or more responsible insurance companies authorized to issue such insurance in Pennsylvania. There shall be delivered to Landlord a certificate or certificates of such insurance and of all renewals and replacements thereof with proof satisfactory to Landlord of payment of premiums therefor. All such policies (a) shall name Landlord, any party or parties designated by Landlord as additional insured on a primary and noncontributory basis; (b) shall contain a provision that they may not be canceled or amended without at least thirty (30) days’ prior written notice to Landlord and such other named insureds; and (c) shall be procured and maintained at the sole cost and expense of Tenant (d) shall contain a waiver of subrogation clause and the tenant shall waive all rights of subrogation. In the event that Tenant fails to procure or maintain any insurance pursuant to this Section, Landlord may obtain same on behalf of Tenant and any premiums paid by Landlord therefor shall be deemed Additional Rent to be paid by Tenant to Landlord within ten (10) days after demand therefor.

b. Increase in Insurance Premiums. Tenant shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Leased Premises which may be prohibited by Landlord’s insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates and premiums on the Leased Premises, the Building of which they are a part or the Building. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon and about the Leased Premises causes the rate of Landlord’s insurance on the Leased Premises, the building of which they are a part or the Building to be increased beyond the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, Tenant shall pay, as Additional Rent, the increased cost of such insurance within ten (10) days after a bill for such increased cost is sent to Tenant, whether or not Landlord has consented to any such act or omission. In determining whether increased premiums are attributable to Tenant hereunder, a copy of the schedule, rules books, rules or rating procedures issued by the organization making the insurance rate on the Leased Premises or by Landlord’s insurance companies shall be conclusive evidence of the several items and charges which make up the insurance rates and premiums on the Leased Premises and the Building.

c. Indemnification. Tenant agrees to indemnify Landlord harmless from and against any and all claims, causes of action, damages, liabilities and expenses in connection with the loss of life, personal injury and/or property damage arising from or out of any occurrence in, upon or about the Leased Premises, or on the sidewalks adjoining the same, or the occupancy or use by Tenant of the Leased Premises or any part hereof or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, invitees, contractors, undertenants, concessionaires or licensees or arising from any breach or default on the part of Tenant in performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease. In case Landlord and/or its agents shall, without fault on Landlord’s part, be made a party to any litigation commenced by or against
Tenant, then Tenant shall protect and hold Landlord and its agents harmless and shall pay all costs, expenses and reasonable attorneys’ fees incurred or paid by Landlord and its agents in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys’ fees that may be incurred or paid by Landlord and its agents in enforcing the covenants and agreements in this Lease. The comprehensive general liability coverage maintained by Tenant pursuant to Section 16a hereof shall specifically insure the contractual obligations of Tenant as set forth in this Section 16c.

17. **Parking.** No parking spaces are included in the Leased Premises.

18. **Access by Landlord and Other Reserved Rights.** In addition to the rights reserved under Section 11d or elsewhere hereunder:

   a. Landlord may at all reasonable times during the term of this Lease enter to inspect the Leased Premises and/or may show the Leased Premises and building to others. Any time within one (1) year immediately preceding the expiration of the term of this Lease, Landlord shall have the right to display on the exterior of the Leased Premises (but not so as to unreasonably obstruct the view thereof or access thereto) the customary “For Rent” sign and during such period Landlord may show the premises to prospective Tenants.

   b. Landlord also reserves the right after notice of intention to so enter (except that in the event of an emergency, no notice shall be required) to enter the Leased Premises at any time and from time to time to make such repairs, additions or alterations as it may deem necessary for the safety, improvement or preservation thereof, or of the building in which the Leased Premises is contained, but Landlord assumes no obligation to do so, and the performance thereof, or of the building in which the Leased Premises is contained, but Landlord assumes no obligation to do so, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default if failing to perform the same. Landlord shall in no event be liable for any inconvenience, disturbances, loss of business of other damage to Tenant by reason of the performance by Landlord of any work in, upon, above or under the Leased Premises. If Tenant shall have vacated or deserted the Leased Premises or, in the event of an emergency, or if in any other instance after Landlord has given notice of Landlord's intention to enter, Tenant or Tenant's employees shall not be personally present to permit an entry into the Leased Premises, then in any such event, Landlord or its agents or employees may enter the same by the use of force or otherwise without rendering the Landlord liable therefore, and without in any manner affecting Tenant's obligations under this Lease. The exercise of any such reserved right by Landlord shall not be deemed an eviction or disturbance of Tenant's use and possession of the premises and shall not render Landlord liable in any manner to Tenant or to any other person, nor shall the same constitute any grounds for an abatement of any rent hereunder.

   c. Landlord may install or place upon or affix to the roof and exterior walls of the Leased Premises equipment, signs, displays, antennae, or any other object or structure of any kind, provided the same shall not: (i) materially impair the structural integrity of the building; (ii) interfere with Tenant's occupancy of the Leased Premises; (iii) create security problems for Tenant’s occupancy of the Leased Premises; and (iv) be inconsistent with Tenant’s signage on the Building in accordance with Section 19 hereof.

   d. Landlord may enter upon the Leased Premises if an excavation shall be made or authorized upon adjacent land for the purpose of doing such work as Landlord shall
deem necessary to preserve the building of which the Premises for a part from injury or
damage and to support the same by proper foundations, without any claim for damages or
indemnification against Landlord or diminution or abatement of rent.

e. Landlord may discontinue any and all facilities furnished or services
rendered by Landlord not expressly covenanted for herein, it being understood that such
facilities or services constitute no part of the consideration for this Lease.

f. Landlord may use the roof and exterior walls of the Leased Premises
for any purpose; to erect scaffolds, protective barriers and other aids to construction on,
around and about the exterior of the Leased Premises, provided that access to the Leased
Premises shall not be completely denied; to enter the Leased Premises to shore the
foundations or walls thereof and to install, maintain, use, repair, inspect and replace pipes,
ducts, conduits and wires leading through the Leased Premises serving other parts of the
Building in locations which do not materially interfere with Tenant's use thereof. Tenant
further agrees that Landlord may make any use it desires of the side and rear walls of the
Leased Premises, provided that there shall be no encroachment upon the interior of the
Leased Premises.

g. Landlord may make, at any time and from time to time such reasonable
rules and regulations as Landlord in its sole discretion may deem necessary in connection
with the Leased Premises, the building of which the Leased Premises are a part or the
Building. Breach of such regulations shall entitle Landlord to exercise any remedies
available for a default of this Lease.

h. Landlord may sever ownership of or title to the various sections of the
Building or other property of which the Leased Premises are a part and to place separate
mortgages on separate sections of the Building or such property, in which case the rights of
Tenant and other tenants in the Building or such property will be preserved by a recorded
declaration creating mutual reciprocal rights to use the parking and other common areas and
the utilities and facilities needed for the full use and enjoyment of the Leased Premises by
Tenant and other tenants or occupants in the Building or such property without impairing
any of the duties and obligations of Landlord to Tenant under this Lease. Tenant shall
execute from time to time such instruments as may be reasonably required by Landlord and
its mortgagee(s) to effectuate the provisions of this Subsection.

i. Landlord shall not be liable for any inconvenience, disturbance, loss of
business or other annoyance arising from the exercise of any or all of the rights of Landlord
set forth in this Section 18 or elsewhere herein.

19. **Signs and Exterior of Building.** Subject to Landlord’s prior written consent,
which shall not be unreasonable withheld, conditioned or delayed, Tenant shall have the
right to post the maximum allowable signage as permitted by municipal ordinances of the
Borough of Phoenixville or regulations of the Pennsylvania of Department of Health. Tenant
shall not paint or decorate any part of the exterior of the Leased Premises, or any part of the
Building, without first obtaining Landlord’s written approval.

20. **Assignment and Subletting.** Tenant shall not assign, mortgage or pledge this
Lease or under-let or sublease the Leased Premises, or any part thereof, or permit any other
person, firm or corporation to occupy the Leased Premises, or any part thereof, through
license, concession or otherwise, without first obtaining Landlord’s written consent, which consent Landlord may withhold in its sole discretion. In the event of any assignment, subletting, licensing or granting of a concession with the written consent of Landlord, Tenant shall nevertheless remain liable for the performance of all of the terms, conditions and covenants of this Lease. Any permitted assignment or subletting shall be by agreement in form and content acceptable to Landlord. Tenant shall pay to Landlord a processing fee of [Amount] which shall accompany each request by Tenant for approval of any assignment or subletting. For purposes of this Section, an assignment shall include any direct or indirect transfer of fifty percent (50%) or more of the stock of a corporate Tenant, or fifty percent (50%) or more of the equitable or other interest of a partnership, individual or non-corporate Tenant. Any attempt by Tenant to assign, mortgage, pledge, or sublease the Leased Premises in contravention of the terms of this Lease shall constitute a default hereunder. If Tenant becomes financially insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Tenant and is not withdrawn within sixty (60) days from the filing date or a bill in equity or other proceeding for the appointment of a receiver for Tenant is filed, or if the real or personal property of Tenant shall be sold or levied upon by any sheriff, marshal or constable, Tenant shall be deemed to be in violation of this Section.

21. **Limitations of Landlord’s Liability.**

   a. **Exclusions from Liability.** Unless and then solely to the extent such damage is directly caused by the negligent acts or omissions of Landlord, or its agents, partners, servants, contractors and employees, neither Landlord nor its agents, servants, partners, employees or contractors shall be liable for, and Tenant, in consideration for Landlord’s execution of this Lease, hereby releases all claims for loss of life, personal injury or damage to property or business sustained by Tenant or any person claiming through Tenant, resulting from any fire, accident, occurrence or condition in or upon the Building or any part thereof (including, without limitation, the Leased Premises and the Building of which the same is a part), including, but not limited to, such claims for loss of life, personal injury or damage resulting from (1) any defect in or failure of plumbing, heating or air conditioning equipment, electrical wiring or installation thereof, water pipes, stairs, railings or walks; (2) any equipment or appurtenances being out of repair; (3) the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes or lines or any other drain, pipe or tank in, upon or about the Building; (4) the backing up of any sewer pipe; (5) the escape of steam or hot water; (6) water, snow, or ice being upon or coming through the roof of any other place upon or near the Leased Premises or the building of which the same is a part or otherwise; (7) the falling of any fixture, plaster or stucco; (8) broken glass; (9) criminal or intentional misconduct of third parties; (10) any act or omission of other Tenants or other occupants of the Building; or (11) any act or omission of Landlord or its principals, agents, Servants, contractors and employees whether occurring on, prior to, or subsequent to the date of this Lease. The foregoing waiver and release is intended by Landlord and Tenant to be absolute, unconditional and without exception and to supersede any specific repair obligation imposed upon Landlord hereunder.

   b. **Water Damage.** Landlord has no responsibility for damage to Tenant’s personal property or fixtures caused by natural or domestic water or wastewater, regardless of the source of said water.
c. Certain Cleaning and Repair. Landlord will not be responsible for cleaning, repairing or replacing carpet, tile, cove base or baseboards, ceiling tiles or grid work, drywall, electrical outlets, paint, light fixtures or any other interior finishes which may or may not have been included in the space when initially turned over to Tenant. Repairing, replacing or cleaning such fixtures shall be Tenant's sole responsibility.

d. Limitation of Enforcement Proceedings Against Landlord. The liability of Landlord under this Lease, whether in contract, tort or otherwise, shall be enforceable only against Landlord's interest in the Leased Premises. The lien of any judgment against Landlord pursuant to a proceeding instituted under or in connection with this Lease or the Leased Premises shall not expand to any property now or hereafter owned by Landlord other than the Leased Premises, and the judgment index shall be so noted.

22. Defaults and Remedies.

a. Default by Tenant. The occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

(i) The failure by Tenant to pay Rent or make any other payment required to be made by Tenant hereunder as and when due; or

(ii) The failure by Tenant to perform any of its obligations (other than those addressed in Section 12a under this Lease where such failure continues and is not remedied within forty-eight (48) hours in the case of an emergency (or any such shorter period as may be required to properly respond to such emergency) or otherwise within ten (10) days after notice thereof by Landlord to Tenant. Such notice shall be in lieu of and not in addition to any notice required under Pennsylvania law;

(iii) Tenant's vacation or abandonment of the Leased Premises during the term hereof (other than in connection with a sublease or assignment permitted pursuant to Section 19) or Tenant's failure to vacate and surrender the Leased Premises as required by this Lease upon the expiration of the term or termination of this Lease; abandonment shall be defined as failure of Tenant to occupy the Leased Premises for ten (10) consecutive days coupled with the failure to pay Rent for any rental period and within the cure periods provided above;

(iv) Tenant does not occupy the Leased Premises within ten (10) days of the Commencement Date;

(v) Tenant or any guarantor of Tenant hereunder files a voluntary petition under the federal bankruptcy laws as now or hereafter constituted, or there is filed an involuntary petition against Tenant or any guarantor of Tenant hereunder under the federal bankruptcy laws, or under any other applicable federal or state bankruptcy, insolvency, reorganization or other similar law, or seeking the appointment of a receiver, liquidator or assignee, custodian, trustee, sequestrator (or similar official) of Tenant of any guarantor of Tenant hereunder or any substantial part of the property of either Tenant or any guarantor of Tenant hereunder, or seeking the winding-up or liquidation of its affairs and such involuntary case or petition is not dismissed within sixty (60) days after the filing thereof, or if Tenant or any guarantor of Tenant hereunder commences a voluntary case or institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution
of bankruptcy or insolvency proceedings against it, under the federal bankruptcy laws as now or hereafter constituted, or any other applicable federal or state bankruptcy, reorganization or insolvency or other similar law, or consents to the appointment of or taking possession by a receiver or liquidator or assignee, trustee, custodian, sequestrator (or other similar official) of Tenant of any guarantor of Tenant hereunder or of any substantial part of its property, or makes any assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due.

b. Termination and Acceleration of Rent. If Tenant defaults hereunder:

(i) the whole balance of Rent and other charges, payments, costs and expenses herein agreed to be paid by Tenant, or any part thereof, shall be taken to be due and payable and in arrears as if by the terms and provisions of this Lease said balance of Rent and other charges, payment, taxes, costs and expenses were on that date, payable in advance. Further, if this Lease or any part thereof is assigned, or if the Leased Premises or any part thereof is sublet, with prior written consent of Landlord, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent to collect the rents due from such assignee or subtenant and apply the same to the rent due hereunder without in any way affecting Tenant's obligation to pay any unpaid balance of rent due hereunder; or

(ii) at the option of Landlord, this Lease and the terms hereby created shall terminate and become absolutely void without any right on the part of Tenant to reinstate this Lease by payment of any sum due or by other performance of any condition, term, or covenant broken; whereupon, Landlord shall be entitled to recover Rent and other charges due under this Lease, plus damages in an amount equal to the amount of Rent reserved for the balance of the term of this Lease, less any sums recovered by Landlord as a result of any reletting of the Leased Premises (which sums shall be reduced by any costs associated with such reletting by Landlord, including but not limited to the costs associated with refitting and/or restoring the Leased Premises, leasing commissions, advertising, legal expenses, and other charges). Landlord shall take commercially reasonable actions in order to relet the Leased Premises.

c. Landlord's Lien. Subject to bank or supplier's security interest in the property hereinafter described, to secure payment of all Rent due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby grants to Landlord an express lien and security interest in and on all property (including, without limitation, fixtures, equipment, chattels and merchandise) which may be placed in the Leased Premises, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to such property. Such property shall not be removed from the Leased Premises without the written consent of Landlord until all Rent due to Landlord hereunder shall first have been paid. This lien and security interest is given in addition to Landlord's statutory lien. Upon the occurrence of a default hereunder, this lien may be foreclosed with or without court proceedings by public or private sale, provided Landlord gives Tenant at least fifteen days' notice of the time and place of said sale, and Landlord shall have the right to become the purchaser, upon being the highest bidder at such sale. Contemporaneous with the execution of this Lease (and if requested hereafter by Landlord), Tenant shall execute and deliver to Landlord Uniform Commercial Code financing statements in sufficient form so that when property filed, the security interest granted herein shall be perfected. If requested hereafter by Landlord, Tenant shall also execute and deliver to Landlord Uniform Commercial Code financing statements in
sufficient form to reflect any proper amendment or modification in or extension of the aforesaid contract lien and security interest herein granted. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies or a secured party under the Uniform Commercial Code as adopted in Pennsylvania.

d. Repossession of Leased Premises. In the event of any default by Tenant, Landlord, or anyone acting on Landlord’s behalf at Landlord’s option, pursuant to judgment for possession duly entered in a Court of competent jurisdiction, may enter and repossess the Leased Premises in order to let said premises or any part or parts thereof to such person or persons as may, and upon such terms and duration, in Landlord’s discretion, be best; and, in the event of any such reletting, Landlord shall be entitled to recover all Rent and other charges due under this Lease, plus damages from Tenant in an amount equal to the amount of Rent reserved for the balance of the term of this Lease, less any sums recovered by Landlord as a result of any reletting of the Leased Premises (which sums shall be reduced by any costs associated with such reletting by Landlord, including but not limited to the costs associated with refitting and/or restoring the Leased Premises, leasing commissions, advertising, legal expenses, and other charges). Any such reentry or reletting by Landlord under the terms hereof shall be without prejudice to Landlord's claim for actual damages, and shall under no circumstances, release Tenant from liability for such damages arising out of the breach of any of the covenants, terms and conditions of this Lease. No reletting shall be deemed as surrender and acceptance of the Leased Premises.

e. No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any payment of Minimum Rent or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Minimum Rent or Additional Rent then due and payable. Tenant is hereby advised that Landlord may instruct Tenant to forward all sums due Tenant to a “lock box” account maintained by Landlord which will result in such checks being automatically deposited to Landlord's account without review or inspection prior to the same being deposited. Accordingly, Tenant agrees that Landlord shall not be bound by any endorsement or statement on any check or any letter and that same shall not be deemed an accord and satisfaction, whether such check or letter is forwarded to Landlord's lockbox or directly to Landlord. Landlord's bank shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease, at law or in equity.

f. Cumulative Remedies. All of the remedies hereinbefore given to Landlord and all rights and remedies given to him by law and equity shall be cumulative and concurrent. No determination of this Lease or the taking or recovering possession of the premises shall deprive Landlord of any of his remedies or actions against the Tenant for Rent due at the time or which, under the terms hereof would in the future become due if there had been no determination, nor shall the bringing of any action for Rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of Tent be construed as a waiver of the right to obtain possession of the premises.

23. Subordination to Mortgages. This Lease is subject and subordinate to all mortgages now or hereafter placed upon the premises, and all other encumbrances and matters of public record applicable to the premises, including any reciprocal easement or operating agreements, covenants, conditions and restrictions. If any foreclosure or power of
sale proceedings are initiated by any lender or a deed in lieu of foreclosure is granted to a lender, Tenant agrees, upon written request of any such lender or purchaser at such sale, to attorn and pay rent to such party and to execute and deliver any instruments necessary or appropriate to evidence such attornment. In such event, any such purchase or other successor to Landlord by nature of the foreclosure sale, shall not be:

a. Liable for any act or omission of Landlord;

b. Subject to any offsets or defenses which Tenant might have against Landlord;

c. Bound by any rent or additional rent which Tenant may have paid to Landlord for more than the current month; and

d. Bound by any amendment or modification of this Lease made without consent of the then current holder of any mortgages.

Any lender may elect to make this Lease prior to the lien of its mortgage, and if the lender under any prior mortgage shall require, this Lease shall be prior to any subordinate mortgage; such elections shall be effective upon written notice to Tenant. The provisions of this Section shall be self-operative; however, Tenant shall execute such documentation as Landlord or any lender may request from time to time in order to confirm the matters set forth in this Section in recordable form. To the extent not expressly prohibited by law, Tenant waives the provision of any law now or hereafter adopted which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if such foreclosure or power of sale proceedings are initiated, prosecuted or completed.

24. **Estoppel Certificates.** Tenant shall from time to time, within seven (7) days after written request from Landlord, execute, acknowledge and deliver a statement, on a form prepared by Landlord: (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease is otherwise unmodified and is in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the grounds thereof) and the dates to which the rent and other charges hereunder have been paid, and the amount of any security deposit, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) certifying such other matters as Landlord may reasonably request, or as may be requested by Landlord's current or prospective purchasers. If any such statement is not delivered by Tenant within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein. However, such deemed agreement shall not constitute compliance by Tenant with the provisions of this Section.

25. **Surrender of Premises and Removal of Property.**

a. **Surrender of Premises.** On the expiration or earlier termination of this Lease, Tenant will turn over the Leased Premises to Landlord, clean and in the same condition as on the date the Landlord tendered possession to Tenant, normal wear and tear excepted. Any damage to the Leased Premises, including, without limitation, any structural damage, resulting from Tenant's use of the Leased Premises or from the installation or
removal of Tenant's personal property shall be repaired by Tenant at Tenant's sole expense. If Tenant fails or refuses to make repairs and/or maintain the Premises, as set forth above, without prejudice to any other remedy available to Landlord, Landlord may, upon giving Tenant ten (10) days prior written notice, enter the Premises and perform such maintenance or make such repairs on behalf of and for the account of Tenant. In the latter event, Tenant shall pay the cost of such repairs or maintenance promptly following Landlord's receipt of a bill therefor.

b. Fixtures and Improvements. All fixtures, equipment, alterations, additions and/or appurtenances attached to or built into the Leased Premises prior to or during the term hereof, whether by Landlord at its expense or at the expense of Tenant, or both, shall be and remain part of the Leased Premises and shall not be removed by Tenant at the end of the term of this Lease, unless such removal is requested by Landlord. Carpeting, wall-mounted fixtures, track lights and the track, and sinks shall all be considered to be affixed to the Leased Premises. Any freestanding fixtures shall at all times be the property of the Tenant and shall be removable at the end of the lease term, or sooner if the Lease is terminated ("Termination Date"), provided Tenant is not in default of the Lease. Tenant shall, at Landlord's option, remove any and all fixtures, whether affixed or free-standing, and Tenant shall do so not later than the Termination Date, and further, Tenant shall restore the Leased Premises to the same good order and condition they were in at the commencement of the term hereof, reasonable wear and tear excepted.

26. Holding Over. Any holding over after the expiration or termination of this Lease shall, with the consent of the Landlord, be construed as a tenancy from month to month at the rents specified herein and shall otherwise be on the terms and conditions specified herein.

27. General Provisions.

a. No Waiver. The waiver by Landlord or Tenant of any breach of any term, provision, covenant or condition contained in this Lease, or the failure of such party to insist on the strict performance by the other party, shall not be deemed to be a waiver of such term, provision, covenant or other condition as to any subsequent breach thereof or of any other term, covenant or condition contained in this Lease. Acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any breach or default by Tenant of any term, provision, covenant or condition herein, regardless of Landlord's knowledge of such breach or default at the time of acceptance of rent.

b. Time of the Essence. Time is of the essence of this Lease.

c. Notices. All notices required to be given under this Lease shall be sent by registered or certified mail, or overnight receipted delivery service, to the parties at the addresses set forth in the beginning of this Lease. In the alternative, notices to the Tenant shall be effective if hand delivered to him at the Premises. Either party may change the address to which notices are to be sent by written notice to the other party. All notices shall be effective when received by either party.
As to Landlord, a copy shall be delivered to:

As to Tenant, a copy shall be delivered to:

d. Governing Law. This Lease and its terms, obligations and conditions shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions.

e. Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject to the provisions of Section 20 and Subsection s of this Section 27, below.

f. Entire Agreement; Amendment. This Lease contains the entire agreement between the parties and may not be modified or terminated except by agreement in writing signed by both of the parties hereto.

g. Headings. Any headings preceding the text of the several Sections or Subsections hereof are inserted solely for convenience of reference, shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

h. Waiver of Custom. It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times; and, further, that the failure of Landlord at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any way or manner modified the same.

i. Brokerage Commissions. Landlord and Tenant represent and warrant that no brokerage commission or similar compensation is due to any party by reason of this lease except to Achievers-Collegeville. Landlord shall pay all brokerage commissions due to Achievers-Collegeville as a result of the execution of this Lease. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, costs, damages, expenses, judgments, or liability resulting from any claim for brokerage commissions or similar compensation made by any other party in connection with this Lease.

j. Free Negotiation; Advice of Counsel. Landlord and Tenant understand, agree and acknowledge that this Lease has been freely negotiated by both parties; and, that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of the its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Landlord and Tenant further acknowledge
that each has consulted with or been given the opportunity to consult with counsel prior to executing this Lease.

k. Application of Payments. Landlord shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord according to Landlord's sole discretion and regardless of the instructions of Tenant as to application of any such sum, whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed by the parties in a writing which makes specific reference to this Section. The acceptance by Landlord of a check or checks drawn by other than Tenant shall not in any way affect Tenant's liability hereunder, nor shall such acceptance be deemed an approval of any subletting or assignment of this Lease by Tenant. Nevertheless, Landlord shall, in good faith, apply payments from Tenant in a manner which reduces the accumulation and accrual of late fees to the benefit of Tenant.

l. Use and Occupancy in Bankruptcy. When, pursuant to the Bankruptcy Code, the trustee or debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Leased Premises or any portion thereof, such charges shall not be less than the Minimum Rent and Additional Rent owed by Tenant as set forth in this Lease.

m. State Law. Neither Tenant's interest in this Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, assignee for the benefit of creditors or any other person or entity or otherwise by operation of law of any state having jurisdiction over the person or property of Tenant (hereinafter referred to as “state law”) unless Landlord shall consent in writing to such transfer. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived the need to obtain Landlord’s consent nor Landlord’s right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

n. Termination. In the event the estate of Tenant created hereby shall be taken in execution or by process of law, or if Tenant or Tenant's guarantor shall be adjudicated insolvent pursuant to the provisions of any present or future state insolvency law, or if any proceedings are filed by or against guarantor under the Bankruptcy Code, or any similar provision of any future federal bankruptcy law, or if a receiver or trustee of the property of Tenant or the guarantor shall be appointed under state law by reason of Tenant’s or the guarantor’s insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of Tenant’s or the guarantor’s property for the benefit of creditors under state law, then and in such event Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice within thirty (30) days after the occurrence of such event, provided that the filing under the Bankruptcy Code or the appointment of a receiver is not withdrawn, dissolved or terminated within sixty (60) days of the original docket entry.

o. Invalid Provisions. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent by held invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

p. Execution Required. The submission of this Lease by Landlord to Tenant for examination shall not be deemed to constitute an offer by Landlord or a
reservation to Tenant of an option to lease, and this Lease shall become effective as a binding instrument only upon the execution and delivery thereof by both Landlord and Tenant.

q. Survival of Obligations. All obligations of Tenant which by their nature involve performance in any particular after the end of the term, or which cannot be ascertained to have been fully performed until after the end of the term, shall survive the expiration or sooner termination of the term.

r. Transfer by Landlord. The term "Landlord" as used in this Lease means the owner, only for the time being, of fee title or a leasehold estate in and to the Leased Premises. So long as all sums held in escrow by Landlord are paid over to any transferee of said premises or assignee of said leasehold estate, Landlord shall be and is hereby relieved of all covenants and obligations of Landlord hereunder after the date of transfer of said Leased Premises or assignment of said leasehold estate, as the case may be, and it shall be construed without further agreement between the parties that the transferee has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder from the date of such transfer.

s. Tenant Joint and Several. If there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein, be the same one or more. If there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as aforesaid.

t. Jury Trial Waiver. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises.

u. Captions. Any headings preceding the text of the Sections hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties hereunto have executed this Lease the day and year first above written.

LANDLORD:  

M&B PARTNERS, LLC  

By:  

3/16/17

TENANT:  

CPG BIOTICS, LLC  

By:  

3/16/17
March 13, 2017

Dear [Name],

This letter is a response to your request to verify the potential use of 230 Bridge Street as a Medical Marijuana Dispensary under the Commonwealth’s Act 16.

While not specifically identified as a separate use in the Borough of Phoenixville’s Zoning ordinance (adopted December 10, 2013), the sales of Medical Marijuana most closely fits the following use definition:

**Retail Goods and Services**

A use operating within a shop, store or group of stores selling commodities, goods and services directly to the consumer. Not included under this use is the over-the-counter sale of alcoholic beverages in a tavern/bar, or a store as described under "adult commercial use." Retail Goods and services use includes, but is not limited to, the following types of business: an auto supply store; a repair shop offering repair services for items, including, but not limited to, appliances, lawn mowers, watches, guns, bicycles, locks and small business machines, but not including automobiles, motorcycles, trucks, trailers and other heavy equipment; a financial establishment, such as a bank, savings-and-loan association, credit union or other financial establishment; a personal service business, such as a barber, beautician, laundry and dry cleaning, shoe repair, tailor, photographer, travel agency, photocopy center, and physical and/or massage therapy, but does not include medical or professional offices, medical clinics and health service agencies.

230 Bridge Street is in the Town Center (TC) Zoning District.

“Retail Goods and Services” is a By-Right Use in the Town Center District.

230 Bridge Street can be used for a Medical Marijuana Dispensary under the current zoning ordinance.

Sincerely,
# Affidavit of Business History

State of **Pennsylvania**

County of **Lackawanna**

The undersigned, [David T. Davis, President, CPG Biotics LLC](#), hereby certifies the following:

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

<table>
<thead>
<tr>
<th>Name of individual</th>
<th>Role (principal, operator, financial backer or employee)</th>
<th>Business name and address</th>
<th>Position of management or ownership of a controlling interest</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Redacted]</td>
<td>Operator/Employee (Head of Growing-Processing &amp; Assistant Director of Regulatory Compliance (Dispensary))</td>
<td>FedEx Supply Chain 2086 Corporate Center Drive West Tobyhanna PA, 18466</td>
<td>Quality Assurance/Compliance Manager March</td>
<td>2015- Present</td>
</tr>
<tr>
<td>[Redacted]</td>
<td>(See Above)</td>
<td>Saladax Biomedical Inc. 116 Research Drive Bethlehem PA, 18015</td>
<td>Quality Assurance / Regulatory Affairs Manager</td>
<td>Oct 2012-June 2014</td>
</tr>
</tbody>
</table>

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

Signature of Affiant and Title: [Redacted]  
Date: [Redacted]

Sworn to and subscribed before me this 13th day of March, 2017

[Notary Public]  
Michelle M. Michael-Mill, Notary Public  
Hanover Twp., Northampton County  
My Commission Expires July 7, 2019

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

State of Pennsylvania  
County of Lackawanna

The undersigned, [REDACTED], President of CPG Biotics LLC, hereby certifies the following by checking the boxes below:

Principal(s):

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

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

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

Name(s): ______________________________
Offense(s): __________________________

Operator(s):

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

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

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

Name(s): ______________________________
Offense(s): __________________________

Financial Backer(s):

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

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

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

Signature of Affiant and Title  Date

Sworn to and subscribed before me this 13th day of March 2017.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Michelle M. Michael-Mull, Notary Public
Hanover Twp., Northampton County
My Commission Expires July 7, 2019

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
ATTACHMENT I-2: AFFIDAVIT OF CAPITAL SUFFICIENCY FOR A DISPENSARY PERMIT APPLICANT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

AFFIDAVIT OF CAPITAL SUFFICIENCY

State of Pennsylvania )
County of Northampton )

For the following applicant:

CPG BIOS, LLC

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

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

[Signature]

Signature of Affiant and Title

Sworn to and subscribed before me this 3rd day of March, 2017.

[Signature]

Notary Public

MY COMMISSION EXPIRES: August 25, 2017

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

Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other official documents:
CPG Biotics, LLC

Trade names and DBA (doing business as) names: CPG Biotics, LLC

Principal Business Address: 2261 Woodlark Circle
City: Bethlehem | State: Pennsylvania | Zip Code: 18017
Phone: (484)544-6740 | Fax: (610)694-9601 | Email: infocpgbiotics@gmail.com
Tincture
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31517 | BATCH: 1244

Store at Room Temperature, No Extreme Heat.

Active Ingredients: 30ml Hybrid – 10% THC, 20% CBD
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.

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

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

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

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

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

List the date of expiration of the medical marijuana

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

Contain an identifier that is unique to a particular harvest batch of medical marijuana, including the number assigned to each harvest lot of process lot in the harvest batch.

Each process lot of medical marijuana will be identified with a unique identifier.

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 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.
Tincture
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31517 | BATCH: 1244

Store at Room Temperature, No Extreme Heat.

Active Ingredients: 30ml Hybrid – 10% THC, 20% CBD
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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
Tincture
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31518 | BATCH: 1245
Store at Room Temperature, No Extreme Heat.

Active Ingredients: 30ml Hybrid – 20% THC, 20% CBD
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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
Capsule
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31519 | BATCH: 1246
Store at Room Temperature, No Extreme Heat.

Active Ingredients: 30ml Hybrid – 10% THC, 40% CBD
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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINTON TOWNSHIP, PA 18444
Capsule

Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31520 | BATCH: 1247

Store at Room Temperature, No Extreme Heat.

Active Ingredients: 30ml Hybrid – 10% THC, 30% CBD
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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
CBD Lotion
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31521 | BATCH: 1248
Store at Room Temperature, No Extreme Heat.

Active Ingredients: 1floz CBD/CBDa – 10% THC, 20% CBD
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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
CBD Lotion
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31522 | BATCH: 1249
Store at Room Temperature, No Extreme Heat.

Active Ingredients: 10ml Blend – 35% THC, 25% CBD
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.

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PREPARED / PACKAGED BY: XX-XX-XX

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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
Extra Strength
CBD Lotion

Solvent Free | Additive Free | Lab Tested
PRODUCT ID: 31523 | BATCH: 1250

Store at Room Temperature, No Extreme Heat.

Active Ingredients: 1froz CBD/CBDa – 10% THC, 40% CBD
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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
Ultra Strength Pain Lotion

Solvent Free | Additive Free | Lab Tested
PRODUCT ID: 31524 | BATCH: 1251

Store at Room Temperature, No Extreme Heat.

Active Ingredients: 1f oz THC/THCa – 40% THC, 10% CBD
Quantity / Doses: 900mg – 200 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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRinker TURNPIKE, CORINGTON TOWNSHIP, PA 18444
Pain Cream
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31525 | BATCH: 1252
Store at Room Temperature, No Extreme Heat.

Active Ingredients: 1fiz THC/THCa – 30% THC, 15% CBD
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.
Syringe Oil
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31526 | BATCH: 1253
Store at Room Temperature, No Extreme Heat.

Active Ingredients: 1ml Blend – 10% THC, 65% CBD
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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
Raw Oil

Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31527 | BATCH: 1254

Store at Room Temperature, No Extreme Heat.

Active Ingredients: 10ml Blend – 35% THC, 25% CBD
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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
RDI Syringe
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31528 | BATCH: 1255

Store at Room Temperature, No Extreme Heat.

Active Ingredients: 10ml Hybrid – 20% THC, 40% CBD
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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
RDI Syringe
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31529 | BATCH: 1256
Store at Room Temperature, No Extreme Heat.

Active Ingredients: 30ml Hybrid – 45% THC, 25% CBD
Quantity / Doses: 200mg – 100 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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINTON TOWNSHIP, PA 18444
Gel Cap
Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31530 | BATCH: 1257

Store at Room Temperature, No Extreme Heat.

Active Ingredients: 30ml Blend – 35% THC, 35% CBD
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.

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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
Gel Cap

Solvent Free | Additive Free | Lab Tested

PRODUCT ID: 31531 | BATCH: 1258

Store at Room Temperature, No Extreme Heat.

Active Ingredients: 30ml Hybrid – 15% THC, 30% CBD

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.
Extra Strength
Gel Cap

Solvent Free | Additive Free | Lab Tested
PRODUCT ID: 31532 | BATCH: 1259

Store at Room Temperature, No Extreme Heat.

Active Ingredients: 30ml Hybrid – 25% THC, 55% CBD
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

DISPENSED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 230 BRIDGE STREET, PHEONIXVILLE, PA 19460
GROWN, PROCESSED, & PRODUCED BY: (PERMIT NUMBER) CPG BIOTICS, LLC: 956 DRINKER TURNPIKE, CORINGTON TOWNSHIP, PA 18444
RELEASE AUTHORIZATION

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

FROM: CPG Biomes, LLC

Applicant's Name

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

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

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

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

2. If this Release Authorization is presented to any brokerage firm, bank, savings and loan, or other financial institution or officer of same, I hereby authorize and request any 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 2nd day of March, 2017.

Authorized Signatory

STATE OF Pennsylvania )
COUNTY OF Lehigh ) ss:

On this 3rd 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: August 25, 2017

[Seal]

Commonwealth of Pennsylvania
NOTARY SEAL
Josh Weiskott, Notary Public
Allentown Borough, Lehigh County
My Commission Expires August 25, 2017

pennsylvania
DEPARTMENT OF HEALTH
The Market Analysis and Forecasted Financial Statements are prepared for CPG Biotics LLC Members. The objective of the summary is to analyze the estimated medicinal cannabis market of Pennsylvania with the forecasted financial statements and financial schedules of CPG Biotics over five years.

Market and Financial Results - March 2017
CONFIDENTIALITY STATEMENT AND LEGAL DISCLAIMER

The provisions of this summary are privileged and confidential. Unauthorized reproduction or distribution of this abstract or any of its contents in any form or under any circumstances without prior written consent is prohibited.

While the information set forth herein is deemed by SIVA Enterprises to be accurate, SIVA Enterprises shall not be held liable for the accuracy of or any omissions from the summary or for any other written or oral communication transmitted to the Recipient and any other party in the course of its evaluation involving SIVA Enterprises.

The information contained in the summary will require careful scrutiny, verification and due diligence efforts from the Recipients of the summary. Any person or entity seeking to make an investment in the business should not rely on the information set forth in the plan as complete. In addition, SIVA Enterprises makes no guarantees regarding any benefits received from investment, nor the legal, tax, or accounting effects of any transaction; and this summary does not constitute an offer to sell, or a solicitation of any offer to buy securities. In furnishing the summary, SIVA Enterprises undertakes no obligation to provide Recipients of the summary with access to any inaccuracies that may be contained herein. There exists substantial information with respect to the business and its future prospects, and there are a substantial number of risks associated with an investment in the business, which are not set forth in the summary.

Furthermore, the potential fulfillment of ‘forward looking statements’ contained in the summary are subject to change due to unexpected events, market shifts, or circumstances that cannot be known at this time. Forward looking statements are based on expectations, estimates and forecasts at the time the statements were made that involve a number of economic, business, and numerous risks and uncertainties which could cause actual results or events to differ materially from those presently anticipated. Forward looking statements in the summary may be identified through the use of words such as, but not exclusively limited to: “expects,” “will,” “anticipates,” “estimates,” “believes,” or statements indicating certain actions “may,” “could,” or “might” occur. Such estimates and forecasts are subject to significant uncertainties beyond the control of SIVA Enterprises. Although such forecasts are believed to be realistic, no representations are made as to their ultimate attainability.

SIVA Enterprises
Glendale, CA
March 2017
Date: 02/07/2017

RE: Carl Stotz

This correspondence is intended to advise that the Covington Township Police Department have never experienced a negative interaction with Mr. Carl Stotz. Mr. Stotz has never been subject to an investigation nor does this agency have any records on file pertaining to Mr. Stotz.

Mr. Stotz currently resides at [REDACTED] and has been at this location for approximately (37) years. Mr. Stotz is known as an outstanding member of the community. This agency has interacted and communicated with Mr. Stotz throughout the years. Mr. Stotz has always been a friend of the law enforcement community.

If any further information is required, please contact me at the number listed above.

Sincerely,

Bernie Klocko
Chief of Police
12-January-2017

Dear Sir,

I am writing this letter of personal reference for Carl Stotz, who I have known for approximately 8 years, while working at the same location.

Carl has worked in several capacities while during this time, to include operational and compliance responsibilities. His character and work ethic are outstanding, as Carl will work hard, but always looking for a more efficient and safer way to complete work. Carl takes the time to speak and work with his supervisor to improve procedures, assist with resolving issues and provide status updates.

If you would like to discuss this reference please contact me during normal work hours at my office
[redacted] for my email address [redacted]

Sincerely,

[Signature]

Richard McCormick
Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120

February 15, 2017,

To Whom It May Concern:

It is my pleasure to write to you regarding Cynthia Strohl. I have known Cynthia for 24 years, after working together within the hospitality resort industry. Since then, we have collaborated on several projects whereby she has recommended my companies marketing and trade services to her current employers. Though our professional backgrounds differ, we have remained close finding ways to support one another professionally building upon the relationship we fostered which consists of confidence and trust.

In the time that I have known Cynthia, I have found her to be highly professional and of good moral character. Cynthia has shown her ethical nature in her continued role as Quality Assurance/ Regulatory Manager throughout the years. She has the strength to make sound decisions even when difficult so as to remain compliant to the requirements applicable to her business.

Finally, we have participated in a multitude of charitable events together, such as the Special Olympics and The American Cancer Society Relay for Life. Cynthia continues to volunteer through an organization called the Autism Action Center in Brodheadsville PA. I know of no antecedents which would render her unsuitable for a medical marijuana permit from the state of Pennsylvania.

Sincerely,

Tara Cruser-Moss
VP of Marketing and Advertising
The Gotham Group A Winsome Digital Company Inc.
Certified Small Business of New Jersey Minority Owned and Operated
202W Parkway Drive, Suite 2
Egg Harbor Township, New Jersey 08234
609 645 2211 [DOH REDACTED REDACTED]
January 17, 2017

To Whom It May Concern:

Please accept this letter of recommendation for David Davis. I have known Dave for over 20 years and can attest to his personal and professional merits. I met Dave at a wedding reception and became his friend, and ultimately became his insurance agent. I’ve seen Dave build his business from a single-employee company to an international corporation with over 30 direct employees, in addition to having representatives all across the country and the world.

In the time that I have known Dave, I have found him to be highly professional and of good moral character. He is passionate about helping others. Dave’s business is about improving the lives of caregivers by reducing workers’ compensation injuries through the use of safe patient handling technologies.

Dave was the financial backer of a new non-profit organization called the Association of Safe Patient Handling Professionals. This organization has helped spread the word of injury reduction not only in the US, but in Australia, Japan and the United Kingdom. Dave was awarded the Advocacy Award for Safe Patient Handling in 2016.

Dave has always had the wellbeing of others in mind. For instance, his company is one of the few that pays for Health, Vision and Dental coverage for all of his employees and their family members – at no cost to the employee. He consistently provides monetary donations to various organizations of his church. He gives back to the community through his philanthropic way of life and his capability to assist others openhandedly.

I see no issues and have no concerns about Dave’s next venture in Pennsylvania’s Medical Marijuana industry. He has the business knowledge, management experience, financial capability, and basic desire to improve the lives of others – all of which will be an asset to the State of Pennsylvania and its many people in need.

Sincerely,  John Barry

[Signature]
January 17, 2017

To Whom It May Concern:

I am honored to write a letter of support regarding David Davis. I have known Dave for 10 years through his membership at our church. I am proud to serve as his priest, and I also consider him a friend.

Over the years, we have worked together on several projects focused on making improvements to our community and church. One of those projects was evaluating various properties to either remodel for a new church or to buy land to build a new church. Dave has been instrumental in furthering this process. He is knowledgeable in the business field and he cares deeply about helping others in any way he can. Our church and our community have benefitted greatly from his contributions. Dave gives to others very generously, and he will be the first in line to offer assistance to anyone in need. He comes from a good family, and he gives back to those who have helped him throughout his life.

Dave strives to use all the gifts and skills he has to make the lives of others better. Whatever projects or endeavors Dave sets out to do, he will work with those around him to get the job done and to help others in the process.

I know of no antecedents which would render him unsuitable for a medical marijuana permit from the state of Pennsylvania.

Sincerely,

[Signature]

V. Rev. Anthony G. Sabbagh

Very Rev. Anthony G. Sabbagh
January 17, 2017

To Whom It May Concern:

It is my pleasure to write to you regarding David Davis. For the 4 years I have known Dave, since becoming a seminarian and being assigned to St. George, I have witnessed his giving nature and genuine concern for the welfare of all people. Dave is willing to help out unconditionally, and his level of stewardship is remarkable.

Dave always has great insight and ideas to share about issues in the world and in his community. He has been a huge contributor in assisting with the expansion of our church. His understanding of the business world and his knowledge of policies has been very helpful to our church leaders as we plan for the years ahead. Dave’s input and assistance overall has been invaluable. He is well liked by everyone and shows humility in his personal and professional interactions.

Dave is a role model for others who want to share their time, energy, and resources to build a better world. I am sure he will continue to do the same in his current journey to hold a medical marijuana license from the state of Pennsylvania. I have no doubt he will use this avenue to continue helping others improve the quality of their lives.

Sincerely,

Rev. Joseph Landino
February 13, 2017

Cherie Labar

To Whom It May Concern:

I am writing this letter because Frankie Cruz asked me to provide a character reference on his behalf. I came to know Frankie when his wife and I began working together and he offered to fix my home computer. I have known him for over five years, so I feel qualified to speak on his behalf in terms of character.

Throughout the time that I have known Frankie, I have formed a very positive opinion of him. Frankie has always been a pleasure to be around both in a personal and professional setting. He is genuine and has a great sense of humor and a positive outlook on life, which is contagious.

I deeply admire him for his commitment to his family including his two daughters, who he has helped mold into beautiful, respectful young woman. Frankie’s good nature extends beyond his family walls as he has volunteered his time for many years, providing IT services for Habitat for Humanity of the Lehigh Valley.

Not only do I like Frankie, I also respect him greatly. I felt honored to be asked to provide this character reference and hope that the information I provided helps you understand what an outstanding individual Frankie really is.

Regards,

Cherie Labar
Date: 03/07/2017

To Whom It May Concern:

It is my pleasure to write to you regarding Greg West, owner and CEO of SaberOne Security Solutions. I have known Greg West for ten years. I met Greg during our time in the community working and serving as protective service for many different events in the Maryland area. Since then, we have worked together on projects such as the 2017 Inaugural Address.

In the time that I have known Greg, I have found him to be professional and of good moral character. An example of his dedication, Greg has volunteered his services to VCCI Church without pay to ensure the safety of the large growing congregation. I know of no antecedents which would render him unsuitable for a medical marijuana permit from the state of Pennsylvania.

Sincerely,

Emergent BioSolution
Protective Service Division
Instructor:
Bobby H Davis
Ms. Christina Burns

Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120

February 14, 2017

To Whom It May Concern:

I have known Isabelle Werkheiser for approximately 20 years. I met Isabelle through a mutual acquaintance and have become personal friends. I would describe her as honest, reliable, and trustworthy. I believe she would be suitable for employment by a medical marijuana company in the state of Pennsylvania.

Things I know about her that show her moral character or behavior are:

- Helps people in need through donations to church program that helps underprivileged unemployed individuals obtain assistance to go back to work.
- Makes financial donations to the local food banks, a local Christian men’s shelter, and St. Jude’s foundation.
- Makes sacrifices to care for family members and friends.
- Responsible working professional who cares about her co-workers personally and professionally.

Sincerely,

Christina Burns

Christina Burns
Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120

February 14, 2017

To Whom It May Concern:

It is my pleasure to write to you regarding Jerome Smith. I have known Jerome for approximately 25 years. I met Jerome during his tenure as our company CPA while he was performing our annual audits. Since then, we have worked together at Symitar Systems Inc. and Jack Henry and Associates.

In the time that I have known Jerome, I have found him to be professional and of good moral character. Jerome was always willing to assist whenever needed, was generally concerned with high quality work output while caring about his co-workers. Jerome is passionate about helping others as indicated by volunteering as treasurer on two community boards, coaching swimming and diving teams and assisting with church functions. I know of no antecedents which would render him unsuitable for a medical marijuana permit from the state of Pennsylvania.

Sincerely,

Theresa Benavidez
President/CEO
Correlation, Inc.
To Whom It May Concern:

I am writing this letter on behalf of Joanne Davis who is applying for a Medical Marijuana license. I have known Joanne as her pastor for the past fifteen years. Joanne is exceptional in her devotion to her faith and the practice of it in her daily life. Joanne is very supportive of the church and holds the values of her faith very dearly. I can honestly and confidently attest that she is of the highest moral character exhibiting honesty and generosity in all of her interactions with others in the community.

Therefore, it is with no hesitation that I recommend Joanne Davis to you as very well qualified to hold a medical marijuana license.

Sincerely in the Lord,

Rev. Anthony P. Mongiello
Pastor
March 2, 2017

RE: Letter of Recommendation for Justin Moriconi

To whom it may concern,

I have had the pleasure of knowing Mr. Justin Moriconi over the course of the past seven years. I am familiar with Mr. Moriconi as a fellow attorney and I have spent time with him in social settings. I have worked alongside Mr. Moriconi while we were both employed at a respected Philadelphia law firm, and I have also dealt with him closely as a business partner. I can confidently state that Mr. Moriconi is an individual of high moral character and judgment.

Mr. Moriconi is not only a quality attorney and person, throughout the years he has dedicated his time to countless pro bono endeavors, spoken at Continuing Legal Education events and regularly assumed positions of leadership and responsibility in the local bar association and generally within the practice of law. In my opinion, Mr. Moriconi has demonstrated a consistent dedication to the highest ethical standards and his abilities are of the top caliber.

Please forward any questions you may have regarding Mr. Moriconi to my attention.

Very truly yours,

[Signature]

Adam C. Lazarow
February 15, 2017

To Whom It May Concern:

It is my pleasure to write to you regarding Kelly Miller. I have known Kelly for twelve years. I initially met Kelly through mutual acquaintances. Since then, we have worked directly together for the last 6 months, at HoverTech International.

In the time that I have known Kelly, I have found her to be professional and of good moral character. Kelly is conscientious, hard-working, caring and dependable. She is an integral part of our team. I know of no antecedents which would render her unsuitable for a medical marijuana permit from the state of Pennsylvania.

Sincerely,

[Signature]

DEBORAH KLEIN
Customer Service & Sales Administration Manager

HOVERTECH INTERNATIONAL
800.471.2776 x114
Fax 610.694.9601
www.HoverMatt.com

[DOH REDACTION]
Office of Medical Marijuana  
Department of Health  
Health and Welfare Building, Room 628  
625 Forester Street  
Harrisburg, PA 17120

February 20, 2017  
RE: Marzena Bieniek, M.D.

To Whom It is Concern:

It is a pleasure to submit a letter of recommendation regarding Dr. Marzena Bieniek. I have known Dr. Bieniek since 1991.

I met her during our residency program in Internal Medicine at St. Luke’s University Hospital in Bethlehem, Pennsylvania. She was an excellent resident. We each have independent rheumatology practice but cross cover frequently.

I have found Dr. Bieniek to be very professional and of exceptionally good moral character. She is an excellent clinician. She is a devoted physician, very passionate about her patients. She has no criminal records.

I know of no antecedents which would render her unsuitable for medical marijuana permit from the state of Pennsylvania.

Sincerely,

[Signature]

Jolanta Zelaznicka, M.D.
Office of Medical Marijuana  
Department of Health  
Room 628, Health and Welfare Building  
625 Forester Street  
Harrisburg, PA 17120  
February 14, 2017

To Whom It May Concern,

It is my pleasure to write to you regarding Megan Pittenger, DVM. I have known Meg for 10 years. I met Meg when she attended The American School of Equine Dentistry as a student. Since then, we have worked together in a professional capacity in the field of equine dentistry.

In the time that I have known Meg, I have found her to be professional and of good moral character. As a veterinarian she is passionate about helping humans and animals. She has no criminal record. I know of no antecedents which would render her unsuitable for a medical marijuana permit from the state of Pennsylvania.

Sincerely,

Dr. Raymond Hyde, DVM
Barry R. Cerreto, RPh
Agent, Retired, Drug Control Division
Department of Consumer Protection
State of Connecticut

Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, Pennsylvania 17120

February 14, 2017

To Whom It May Concern;

It is my pleasure to write to you regarding Stefan Wawzyniecki. I met Stefan during his time as a Manager with the University of Connecticut (Uconn) Office of Environmental Health and Safety. My work as a Drug Control Agent took me to the Uconn Storrs campus with some regularity and Stefan was my primary contact on campus.

For the past decade we have collaborated on the regulation of numerous controlled substance laboratories and the handling of controlled substances and other restricted chemicals on campus. Stefan has always shown the utmost in courtesy, diligence and professionalism in his relationship with me and other agents from my office.

During this time I have come to know Stefan and members of his family outside of the professional setting. I have known Stefan and his family to have been active in numerous humanitarian efforts. Some of the charitable organizations that Stefan and his wife Patricia have been active in include: The Franciscan Center for Urban Ministry (Hartford, Connecticut), Our Lady of Hope Center (Worcester, Massachusetts), the Haitian Health Foundation (Norwich, Connecticut) which included volunteer work in Haiti and La Casa de los Pobres (House of the Poor – Tijuana, Mexico) which included volunteer work in Mexico.

In all the years I have known him, I have known Stefan to be honest, sincere and above reproach. I would consider Stefan to be an individual of the highest moral character and know of no reason why he would not be suitable for a credential or licensure in the medical marijuana industry in the state of Pennsylvania.

Sincerely,

Barry R. Cerreto
Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120

February 14, 2017

To Whom It May Concern:

It is my pleasure to write to you regarding Taylor Lutz. I have known Taylor for 14 years. I met Taylor during her time at Shippensburg University. Since then, we have worked on building a life together and married in 2011.

In the time that I have known Taylor, I have found her to be professional and of good moral character. She is passionate about helping others, volunteers with the YWCA of Bethlehem and donates to other charities regularly, and has no criminal record. I know of no antecedents which would render her unsuitable for a medical marijuana permit from the state of Pennsylvania.

Sincerely,

[Signature]

Dennis W. Lutz
March 9, 2017

Office of Medical Marijuana
Department of Health
Room 628, Health and Welfare Building
625 Forester Street
Harrisburg, PA 17120

RE: Theodore Flowers, Esquire

TO WHOM IT MAY CONCERN:

Please allow this letter to serve as a reference for Theodore Flowers, Esquire. I have known Ted for over twenty (20) years, both personally and professionally. I first met him when his older sister Christine began to work in my office as an immigration attorney in 1995, and we became family friends. Thereafter, I followed Ted’s career trajectory as he attended, and then graduated from, Temple Law School and began to practice.

While Ted and I have never formally worked together on any projects, I know him to be a person of exceptional ability. He was initially employed by a former colleague of mine, Dennis George, and then joined the firm of Segal McCormadige where he was named partner several years ago, before leaving to start his own firm.

In the time that I’ve known him, I’ve found Ted to be a person of the highest professional competence and good moral character. He was a long-time volunteer at his local Fire Department, trained in CPR and life-saving activities. He has been a surrogate father to his young nephew, and contributes to numerous charities including the Wounded Warrior Project. I know of no antecedents which would render him unsuitable for a medical marijuana permit from the state of Pennsylvania.

Very truly yours,

Joseph M. Rollo, Esquire

JMR/cmf
First Name: Cynthia
Middle Name: Joy
Last Name: Strohl
Suffix:
Occupation: Quality Assurance, Compliance Manager
Title in the applicant’s business: Assistant Director of Regulatory Compliance
Also known as: n/a
Date of birth: [redacted]
Address Line 1: [redacted]
Address Line 2: 
Address Line 3: 
City: [redacted]
State: [redacted]
Zip Code: [redacted]
Phone: [redacted]
Fax: n/a
Email: [redacted]

First Name: Megan
Middle Name: Lyn
Last Name: Pittenger
Suffix:
Occupation: Equine Veterinarian
Title in the applicant’s business: General Manager
Also known as: n/a
Date of birth: [redacted]
Address Line 1: [redacted]
Address Line 2: 
Address Line 3:
First Name:  Taylor  
Middle Name:  Lorraine  
Last Name:  Lutz  
Suffix:  
Occupation:  Sr. Account Manager  
Title in the applicant’s business:  HR Manager  
Also known as:  n/a  
Date of birth:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
City:  
State:  
Zip Code:  
Phone:  
Fax:  n/a  
Email:  

First Name:  Francisco  
Middle Name:  
Last Name: Cruz
Suffix: II
Occupation: Network Administrator
Title in the applicant’s business: Chief Information Officer
Also known as: Frank/Frankie
Date of birth: [Redacted]
Address Line 1: [Redacted]
Address Line 2: 
Address Line 3: 
City: [Redacted]
State: [Redacted]
Zip Code: [Redacted]
Phone: [Redacted]
Fax: n/a
Email: [Redacted]

First Name: Theodore
Middle Name: Christian
Last Name: Flowers
Suffix: 
Occupation: Partner at Law Firm
Title in the applicant’s business: General Counsel
Also known as: Ted
Date of birth: [Redacted]
Address Line 1: [Redacted]
Address Line 2: 
Address Line 3: 
City: [Redacted]
First Name: Justin
Middle Name: Stefan
Last Name: Moriconi
Suffix:
Occupation: Partner at Law Firm
Title in the applicant’s business: General Counsel
Also known as: n/a
Date of birth: n/a
Address Line 1: n/a
Address Line 2:
Address Line 3:
City: n/a
State: PA
Zip Code: n/a
Phone: n/a
Fax: n/a
Email: 

First Name: Marzena
Middle Name: Liliana
Last Name: Bieniek
Suffix:
Occupation: Rheumatologist

Title in the applicant’s business: Chief Medical Officer

Also known as: n/a

Date of birth: [redacted]

Address Line 1: [redacted]

Address Line 2:

Address Line 3:

City: [redacted]

State: [redacted]

Zip Code: [redacted]

Phone: [redacted]

Fax: [redacted]

Email: [redacted]

First Name: Gregory

Middle Name: Raymond

Last Name: West

Suffix:

Occupation: CEO, SaberOne Security Solutions, LLC

Title in the applicant’s business: Director of Security and Anti-Diversion

Also known as: Greg

Date of birth: [redacted]

Address Line 1: [redacted]

Address Line 2:

Address Line 3:

City: [redacted]

State: [redacted]

Zip Code: [redacted]
Phone: [REDACTED]
Fax: n/a
Email: [REDACTED]

First Name: Avis
Middle Name: 
Last Name: Bulbulyan
Suffix: 

Occupation: CEO, SIVA Enterprises, LLC.
Title in the applicant’s business: Operations Consultant
Also known as: n/a
Date of birth: [REDACTED]
Address Line 1: [REDACTED]
Address Line 2: 
Address Line 3: 
City: [REDACTED]
State: [REDACTED]
Zip Code: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]
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**Introduction**

It is the Company’s pleasure to welcome employees to CPG Biotics, LLC (“the Company”) and to wish them success in their job. All employees are considered to be an integral part of the organization dedicated to growing, processing and distributing the highest quality medical marijuana products. The provisions of this Handbook apply to all employees, except where a specific policy directly conflicts with an applicable collective bargaining agreement. To the extent any applicable collective bargaining agreement is ambiguous or makes no mention of a specific policy, this Handbook will be applicable.

The Company welcomes new employees to share its goal of becoming the industry leader in cultivating, manufacturing, and processing medical marijuana products.

David T. Davis, Chief Executive Officer

**Mission Statement**

The Company is committed to being the leading grower/processor of quality medical marijuana products in Pennsylvania. The Company is dedicated to servicing the needs of Pennsylvania’s medical marijuana patients. By challenging our employees to consistently produce safe, reliable and efficacious medical marijuana products, the Company believes that it can improve the quality of life of customers. The continued success of the organization depends first and foremost on its employees. The quality of the products provided is always the first concern and the greatest responsibility.

Employees will be treated fairly and encouraged to learn and develop their individual skills as a vital part of the team. The Company strives to instill in each employee a commitment to organization and encourage all employees to participate in the continual evolution of innovative medical marijuana products. The Company will follow sound business practices built upon integrity and long-term financial responsibility.

**Interpretation**

This handbook is intended to provide employees with a general understanding of the personnel policies and rules of the Company. Nothing in this handbook shall be construed as an employment contract whether it be expressed or implied. Neither this handbook, nor any employment application or other material is a contract for employment, continued employment, benefits or continued benefits with the Company. Any violation of this handbook constitutes willful misconduct that precludes the receipt of unemployment compensation to employees of the Company.
**Amendments**

It is evident that amendments to this Handbook may be necessary from time to time. Such amendments will be based solely on the rendering of better service to our customers and in consideration of the best interests of the Company and its employees.

**At Will Employment**

The relationship between you and the company is referred to as “employment at will.” This means that your employment can be terminated at any time for any reason, with or without notice, by you or the company. No manager, supervisor or employee of the company has authority to enter into any agreement contrary to the foregoing “employment at will” relationship.

**Statements of Compliance**

**Non Discrimination in Employment, Services and Care**

The Company does not discriminate in the terms and conditions of employment, or in the recruitment or hiring process, on the basis of race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, pregnancy, or any other status protected by law. It is at all times the intent of the Company to comply with the Pennsylvania Human Relations Act and Title VI and VII of the Civil Rights Act of 1964. This policy applies to all employees of the Company. It is, therefore, prohibited for any employee to discriminate against a fellow employee of the Company in the terms and conditions of employment with the Company, on the basis of race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, pregnancy, or any other status protected by law.

A. It is the duty of all employees to assist the Company in complying with its Non-Discrimination policy, with the Pennsylvania Human Relations Act, with Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as implemented by 45 CFR part 84); the Age Discrimination Act of 1975 (as implemented by 45 CFR part 90); the Pregnancy Discrimination Act of 1978 (as implemented by 45 CFR part 1604), the Americans with Disabilities Act of 1990, and any other applicable Federal, State, or Local laws and regulations. Any employee who believes that the Company is not in compliance with the Non-Discrimination policy must report such non-compliance to the Chief Compliance Officer within twenty-four (24) hours of obtaining knowledge of such non-compliance. Any violation of this policy, including failure to report non-compliance, can result in disciplinary action, up to and including termination.

Any employee is encouraged to file a complaint of discrimination should he or she feel that there has been discrimination on the basis of race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, pregnancy, or any other status protected by law.
In addition to reporting complaints with the Chief Compliance Officer, such complaints can be filed with:

Pennsylvania Department of Health  
8th Floor West  
625 Forster Street  
Harrisburg, PA 17120

Pennsylvania Human Relations Commission  
Riverfront Office Center  
1101 S. Front Street, 5th Floor  
Harrisburg, PA 17104-2515

Office for Civil Rights  
U.S. Department of Health and Human Services, Region III  
150 S. Independence Mall West  
Suite 372, Public Ledger Building  
Philadelphia, PA 19106-9111

Any other Human Rights Agency having jurisdiction.

**Disability Accommodation**

The Company is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential duties of the position.

Reasonable accommodation is available to all disabled employees. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual. The Company does not discriminate with regard to the need for guide dogs or other support animals.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

In addition, the Company is committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability.
This policy is neither exhaustive nor exclusive. The Company is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

**Harassment Free Working Conditions**

It is the continuing policy of the Company to afford full equal employment opportunity to qualified employees and applicants regardless of their race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, pregnancy, or any other status protected by law. This policy is founded not only upon the belief that all employees and applicants have the inherent right to work in an environment free from discrimination or harassment because of their race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, pregnancy, or any other status protected by law. Therefore, it is the policy of the Company to provide a working environment free of harassment that is based upon race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, pregnancy, or any other status protected by law. Such harassment is willful misconduct and will not be tolerated. Any employee committing such harassment is subject to disciplinary action, up to and including termination.

Employees have the duty to report any known or suspected violation of this policy to their immediate supervisor. If the employee’s supervisor is involved in the violation, they may report the incident to the Human Resources Manager. The complaint will be investigated and the employee will be advised of the findings and conclusions.

All actions taken to resolve a harassment report through internal investigations shall be conducted confidentially to the extent possible. There will be no discrimination or retaliation against any employee for making a report. Any employee knowingly making a false allegation of harassment will be subject to appropriate discipline, up to and including termination.

**Sexual Harassment**

The Company is committed to providing a working environment free of sexual harassment. The Company considers sexual harassment a very serious matter and prohibits it in the workplace by any person and in any form. The following procedure has been implemented to provide a work environment free from all forms of sexual harassment or intimidation:

Everyone has an affirmative duty to maintain his/her workplace free from sexual harassment.

The Human Resources Manager shall discuss this policy with all employees and assure them that they are not required to endure insulting, degrading, or exploitative sexual harassment.
No one shall threaten or insinuate, either explicitly or implicitly, that an employee’s refusal to submit to sexual advances will adversely affect the employee’s employment, evaluation, wages, advancement, assigned duties, shifts, other conditions of employment, career development, and so forth.

Other sexually harassing conduct in the workplace, whether committed by supervisors or non-supervisory personnel, is also prohibited, including:

- Unwelcome sexual flirtations, advances, or propositions;
- Verbal or written abuse of a sexual nature;
- Graphic verbal comments about an individual’s body;
- Sexually degrading words used to describe an individual;
- The display in the workplace of sexually suggestive pictures or objects.

Any employee who believes that a violation of the Company’s Sexual Harassment Policy has occurred, has a duty to report the alleged act immediately to his or her supervisor, who shall inform the Human Resources Manager of the report. If the employee prefers not to discuss the report with the supervisor or if the supervisor is the individual involved in the harassment, the employee may make the report directly to the Human Resources Manager.

The supervisor will notify the Human Resources Manager of the report, who will investigate the report immediately. If the Human Resources Manager is the individual involved in the harassment, the supervisor will notify the Chief Operating Officer. The employee will be advised of the findings and conclusions. All actions taken to investigate and resolve the sexual harassment report through internal investigations shall be conducted discretely and confidentially to the extent possible.

Any exempt or non-exempt employee who is found, after appropriate investigation, to have engaged in sexual harassment will be subject to appropriate disciplinary action up to and including termination. There will be no discrimination or retaliation against any employee for making a sexual harassment report.

To insure a workplace free from sexual harassment, employees have an affirmative duty to report sexual harassment in the workplace to a supervisor. Any employee who knowingly fails to report sexual harassment in the workplace is subject to disciplinary action.

The Company recognizes the seriousness and impact of a false allegation of sexual harassment. Therefore, any employee who knowingly makes false allegations or reports of sexual harassment will be subject to appropriate discipline, up to and including termination.
No retaliation

No individual who reports or complains about harassment or improper conduct, or who assists the Company in an investigation of harassment, will be subjected to retaliation. If you have witnessed or experienced behavior you believe to be retaliation, or if you are aware of such a behavior, you have a responsibility to report the behavior immediately to your supervisor.

The Company will not tolerate any effort to avoid, hinder, or corrupt the complaint or investigation process, including refusal to cooperate with an investigation or knowingly making false statements to management during the complaint or investigation process. Such actions may result in employment action up to and including termination of employment.

Romantic Relationships

Consenting “romantic” or sexual relationships between a supervisor/manager and an employee may at some point lead to complications and significant difficulties for all concerned. Any such relationship may, therefore, be contrary to the best interests of the company. The Company strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designated to or may reasonably be expected to lead to the formation of a “romantic” or sexual relationship.

By its discouragement of romantic and sexual relationships, the Company does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor’s/manager’s refusal to engage in such social interaction with employees.

If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to Management.

This section is not meant to apply to legally married individuals who are both employed by the Company.

Upon being informed or learning of the existence of such relationship, Management may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship.
**Employment**

**Application**

All individuals applying for employment with the Company are required to complete an application for employment, and to specify the position for which they are applying. At the time of application, each applicant will receive a copy of the job description for the indicated position that will contain a statement of the essential duties of the position. The applicant is required to sign an acknowledgment form indicating that he/she is capable of performing all of the essential duties contained in the job description and complying with all of the requirements of the Pennsylvania Medical Marijuana Act and the regulations promulgated thereunder. The Company will arrange an interview, if appropriate. Pertinent reference information covering the applicant's personal qualities, education, training and experience may be obtained prior to making an offer of employment.

Failure to disclose an accurate educational history, criminal history, history of previous employment or reason for termination of previous employment shall constitute willful misconduct and can result in dismissal.

**Criminal Background Check**

Employees who are offered a position of employment with the Company will be required to undergo and pass a criminal background check pursuant to 18 Pa.C.S. Ch. 91. This background check will be conducted on behalf of the Company by the Pennsylvania State Police and the results kept confidential in a secure location separate from personnel files. Employment with the Company depends upon successful completion of the criminal background check.

Additionally, the Pennsylvania Medical Marijuana Act and its related regulations require that all potential employees provide fingerprints to the Pennsylvania State Police and undergo and pass a criminal background check prior to commencing employment with the Company.

The Medical Marijuana Act prohibits any person with a criminal conviction related to the violation of a state or federal controlled substance law from employment with the Company.

**Pre-employment Drug Testing**

Drug testing following an offer of employment. Employees who are offered a position of employment with the Company will be required to undergo and pass a drug test prior to commencing employment. The cost of this drug testing is paid for by the Company. Employee records regarding drug testing will be maintained confidentially in a secure location separate from personnel files.


**Employment Policies**

New employees will be given an Employee Handbook. Employees are required to be familiar with all of the Company’s policies. Employees may be tested as to their knowledge of the Company policies at any time.

**Employment Forms**

Prior to employment, employees will be required to fill out all necessary forms, including, but not limited to: acknowledgement forms, state and federal tax forms, and Employment Eligibility Verifications.

**Personnel Records**

The Company shall, at reasonable times, upon request of an employee, permit the employee to inspect his/her own personnel file as defined by statute. The Company shall make these records available during the regular business hours of the office where these records are usually and ordinarily maintained, when sufficient time is available during the course of a regular business day, to inspect the personnel files in question. The Company may require the requesting employee to inspect such records in the free time of the employee. At the Company’s discretion, the employee may be required to file a written form to request access to their personnel file. To assist in providing the correct records to meet the employer’s needs, the employee shall indicate in his/her written request, either the purpose for which the inspection is required, or the particular parts of his/her personnel file which he/she wishes to inspect.

The taking of notes is permitted, copies are not permitted, and the facility may require inspection in the presence of a designated officer.

The amount of time permitted for an employee to inspect their personnel record will be dependent upon the volume of the record but in no case shall exceed a reasonable amount of time.

**Orientation**

All new employees receive a period of orientation to be conducted by a supervisor. Orientation will consist of a review of the Pennsylvania Medical Marijuana Act and its related rules and regulations, personnel policies, job description, a descriptive and practical demonstration of job requirements, as well as an introduction to department supervisors and a review of the dress code. Orientation will consist of a question and answer period on all materials covered from the first day of orientation and a practical application of your job description while working with an employee on the shift that the new employee will be working. All employees are given the opportunity to work on their own during the rest of the first week and during the second week of employment. The employee’s supervisor will monitor the employee’s work and grade the employee on the basis of performance of duties, time needed to perform these duties and willingness to perform duties. Orientation will continue during the employees first two weeks of employment, and the
The employee will have the opportunity to receive feedback and ask questions about his/her job performance and duties.

The employee will exhibit knowledge of the Pennsylvania Medical Marijuana Act and any rules or regulations promulgated thereunder; his or her job duties; and company policies. The employee will be compensated by the pay rate per hour, during the orientation period. Orientation must consist of adequate training and familiarization with the Policies and Procedures.

**Probationary Period**

All new employees will be placed on a 90-day Initial Probationary Period beginning with their first day of work. The employee will have a performance evaluation before their 90th day of employment. Their supervisor will complete the evaluation. The purpose of the Initial Probationary Period is to determine if the employee is suitable for a particular job, and it allows the employee to determine if the position is suitable for him or her. During the Initial Probationary Period, the employee is not entitled to benefits or holiday pay. Further, the employee may not use paid time off during this period.

Any probationary employee who misses two scheduled workdays during the probation period will have 30 days added to their probation. Finally, during the Initial Probationary Period, the employee may be terminated at any time and is not subject to the Company’s Progressive Discipline Policy.

In some cases, the supervisor may request an extension of the Probationary Period to allow additional time for the employee to develop the necessary skills to perform his or her job. Such extension will be granted at the discretion of Management.

**Operational and Scheduling Policies**

**Evaluations**

All employees will be subject to a written annual rating and evaluations by his/her supervisor based on his/her anniversary date. The evaluation will be reviewed with the employee by the supervisor at the time of presentation for the employee’s signature.

**In-Service Programs**

In-service programs are generally presented and/or assigned periodically. These programs are intended to keep employees informed of the newest advancements in the medical marijuana industry as it pertains to their job description. Employees are required to attend/complete these programs as assigned.
Employees attending in-service meetings on their off duty time are required to punch the time clock when arriving and when leaving. Employees will be paid at their regular hourly base wage for attendance at in-service programs.

**Meals**

Each non-exempt employee working 5 hours or more per day will receive a 30-minute unpaid meal break. Employee dining hours will be scheduled by his/her supervisor.

If a lunch is brought and must be refrigerated, it can be put in the refrigerator in the Break Room. Employees are not permitted to take food from the kitchen Employees may leave the building during their lunch period, but if an employee does leave the building, he/she will be required to punch out and punch in and to notify his/her immediate supervisor.

Unpaid meal breaks will not be counted as “hours worked” for purposes of overtime compensation.

**Rest Breaks**

Rest breaks are scheduled and assigned by the supervisor and may be taken in designated break areas. Rest breaks total 20 minutes and may be taken in 10 minute increments. All rest breaks are paid. Employees who work less than a five (5) hour work day will receive one (1) paid ten (10) minute break.

**Break Time for Nursing Mothers**

In accordance with the requirements of the Patient Protection and Affordable Care Act amendment of the Fair Labor Standards Act, female employees will be provided reasonable break time in order to express breast milk for their nursing infants for up to one year after the child’s birth. The frequency and duration of this break time will vary dependent on the mother’s needs. The Company will provide a place that is private, shielded from view, and free from the intrusion of others that is not a bathroom. Under this Act, employers are not required to compensate for these breaks under the Fair Labor Standards Act unless the employee is using the compensated rest breaks described above to express milk.

**Work Assignments**

Employees are responsible for executing their duties according to their job description under the direction of their supervisor and according to assignment in the manner outlined by the supervisor. Employees work by prearranged assignment based on the activity of each shift. However, employees must be able to accept changes and adapt to added assignments as the need arises.
Time cards

Time cards are prepared and used to insure that each employee is correctly paid for the hours worked and for all approved paid absences.

Falsification of Payroll Information

Employees who falsify payroll information, including, but not limited to punching in or out for another employee, will be subject to disciplinary action.

Punctuality, Tardiness and Absenteeism

Punctuality

Punctuality is essential in providing your best efforts to the Company. Further, tardiness places additional burdens on other employees. Therefore, all employees are expected to be available at the start of their scheduled shift in a timely manner. Any employee arriving to their workstation after the start of their scheduled shift is considered late, regardless of the employee’s reason for arriving late. The Company’s Punctuality policy is a “no fault” policy.

Excessive Tardiness

Excessive tardiness is defined as four or more tardies per anniversary year, and is subject to the Company’s Progressive Discipline Policy as follows:

<table>
<thead>
<tr>
<th>Number of Tardies</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th Tardy</td>
<td>Verbal Warning/ Counseling</td>
</tr>
<tr>
<td>5th Tardy</td>
<td>Written Warning</td>
</tr>
<tr>
<td>6th Tardy</td>
<td>One day suspension without pay</td>
</tr>
<tr>
<td>7th Tardy</td>
<td>Three day suspension without pay</td>
</tr>
<tr>
<td>8th Tardy</td>
<td>Termination</td>
</tr>
</tbody>
</table>

Excessive tardiness subjects employees to termination under the Company’s Progressive Discipline Policy.

Tardies Over 30 Minutes

Employees who are more than 30 minutes late and who fail to notify their supervisor may be required to clock out and leave the premises in cases where a replacement has been called in or transferred in from another area to replace the
late employee. Such an occurrence will be considered an incident of tardiness, but will not be considered a no-call, no-show.

**Absenteeism**

Employees are discouraged from being absent from work barring emergency or serious illness. Absenteeism includes, but is not limited to, absence from work, unauthorized extension of a meal or rest period, leaving early or improper use of work time.

The Company’s absenteeism policy is a “no fault” policy, therefore, absenteeism is also defined as any instance when an employee does not report to work for his or her regularly scheduled shift, regardless of the employee’s reason for not reporting.

Employees who are absent for three consecutive scheduled days or more are required to provide a doctor’s excuse to document the reason that the employee is absent.

**Excessive Absenteeism**

Excessive absenteeism is defined as four or more absences per anniversary year, and is subject to the Company’s Progressive Discipline Policy as follows:

<table>
<thead>
<tr>
<th>Number of Absences</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th Absence</td>
<td>Verbal Warning/Counseling</td>
</tr>
<tr>
<td>5th Absence</td>
<td>Written Warning</td>
</tr>
<tr>
<td>6th Absence</td>
<td>One day suspension without pay</td>
</tr>
<tr>
<td>7th Absence</td>
<td>Three day suspension without pay</td>
</tr>
<tr>
<td>8th Absence</td>
<td>Termination</td>
</tr>
</tbody>
</table>

A continuous spell of illness involving multiple consecutive days absent from work will be considered as one absence for purposes of this policy. Excessive absenteeism subjects employees to termination under the Company’s progressive discipline policy.

**Employee Reporting Requirements**

If it is necessary for an employee to be absent from work, the employee is required to report the absence to his or her immediate supervisor as soon as possible, but no later than at least two (2) hours prior to the start of his/her scheduled shift.

In no case should the employee fail to provide the Company with prior notice of an absence without reasonable excuse. If the employee fails to give proper notice without reasonable excuse, he/she shall not be entitled to use a PTO day.
Failure to Provide Required Prior Notice of an Absence

An employee who is absent and who does not, without reasonable excuse, provide the Company with the required prior notice of the absence within two hours after the start of his/her shift will be considered “no-call, no-show.”

Job Abandonment

Due to the critical nature of the services that employees of the Company provide, it is essential that employees be available for work, and that they are present and working for their entire shift. Job Abandonment Consists of:

- Two “no-call no-show” absences or
- Leaving the premises more than 30 minutes early from any shift, without a valid reason or permission from a supervisor.

Job Abandonment is considered voluntary termination of employment on the part of the employee. Any employee who commits Job Abandonment forfeits all seniority and will not return to his or her employment.

Employee Job Classification

The following types of employees exist at the Company:

Exempt employees, as defined under the Fair Labor Standards Act as Professional, Administrative, etc. shall not be eligible for any overtime, and receive a straight salary.

Non-Exempt: all other types of employees, as defined in the Fair Labor Standards Act, receiving an hourly salary, are entitled for overtime payments in the amount of 1 and ½ times their regular salary.

Full-Time Regular Employees

A full-time regular employee is one who has satisfactorily completed his/her probation period and who is regularly scheduled to work a minimum of thirty-seven and a half (37.5) hours per week or a minimum of seventy-five (75) hours per pay period.

Full-time employees are given preference over part-time or per diem employees for scheduling and assignments.
**Part-Time Employees**

A part-time employee is one who has successfully completed his/her probation period and who is regularly scheduled to work less than thirty-seven and a half (37.5) hours per week or less than seventy-five (75) hours per pay period for all other employees.

**Independent Contractor**

An independent contractor is not an employee of the Company but rather is contracted by the Company to perform work for a specified period of time, and at a specified rate of pay. Independent contractors may work full-time or part-time.

**Change in Employment Status**

Employees may request a change in their employment status (i.e. from full-time part-time; from part-time to full-time), pending availability of a position in the requested status to transfer to and approval of the Chief Operating Officer. Such change in status does not necessitate a new probationary period (provided job classification and department remain unchanged); however, employees currently serving a probationary period will serve out their existing probationary period. If transferring into a full-time status, an employee will be eligible for health and welfare benefits immediately provided he/she has been employed for a period of time equal to or greater than the length of the benefit eligibility-waiting period required for new hires in the same position. If the employee has been employed less than the required benefit eligibility-waiting period, the balance of time will need to be served prior to the employee becoming eligible for health and welfare benefits.

Employees may not transfer to another employment status for six (6) months, except under extenuating circumstances, and only with the approval of his/her supervisor.

**Reclassification or Elimination of Positions**

Positions are classified as part of the Company’s job creation process. Positions are revisited whenever work schedules or essential functions change substantially, and reclassification decisions are made by the Company.

**Employee Compensation**

**Rate of Pay**

The Company is interested in the welfare and security of all employees and their families. We will continue to pay wages comparable with other medical marijuana organizations in our area.
Overtime Pay

Employees will be paid at the rate of time and one half their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek. All overtime hours must be authorized by the supervisor prior to the overtime being worked. Non-productive time shall not be considered hours worked for the purpose of computing overtime pay.

Pay Period

Pay periods begin for shifts beginning later than Monday at 12:01 a.m. and end for shifts beginning before Sunday at 11:59 p.m.

Pay Days

Wages are paid on Thursdays following the completion of the two week pay period. All employees shall be required to maintain an account at a financial institution into which all wages will be electronically deposited.

Final Pay

Upon termination of employment, the Company will pay the employee all accrued wages to which the employee is entitled. Employees are required to return to the Company any property of the Company (including keys). Terminated employees will be paid on the next scheduled payday. Employees who provide the required written notice prior to voluntarily terminating their employment will receive payment for any unused, accrued vacation pay, if they work out their notice as indicated.

Garnishments

The Company will honor all court ordered garnishments obtained by creditors. A garnishment is a legal order to an employer to hold out some amount of pay because of a debt owed by an employee. When a garnishment is received by the Company, the affected employee will be notified in writing immediately.

Advances on salary

The Company does not offer advances in pay without the approval of upper management.

Clocking-In

Employees who clock-in seven minutes before their scheduled start time will not be granted additional overtime. Their actual start time will be the scheduled start time. Additionally, employees who clock-out up to seven minutes after their scheduled end time, will not be granted overtime. The employee’s actual end time will be rounded to the scheduled end time. Outside of these times, the employee will need the supervisor’s permission and assistance with clocking in or out. All overtime must be pre-approved by the appropriate supervisor.
**Employee Fringe Benefits**

**Paid Time Off**

Paid Time Off Hours

Full-time employees are eligible for Paid Time Off (PTO). PTO hours can be used in increments of two (2) hours or more by employees for vacation time, sick time or a leave of absence. PTO hours begin to accrue after successful completion of the probationary period and can be used after 6 months of employment according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>PTO Hours Worked Per Period (26 Pay Periods per Year) for Non-Exempt Employees</th>
<th>PTO Hours Worked Per Period for Exempt Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months - 2 years</td>
<td>.0385 hours/each hour worked</td>
<td>.0385 hours/each hour worked</td>
</tr>
<tr>
<td>3-5 years</td>
<td>.0577 hours/each hour worked</td>
<td>.0577 hours/each hour worked</td>
</tr>
<tr>
<td>6-9 years</td>
<td>.0769 hours/each hour worked</td>
<td>.0769 hours/each hour worked</td>
</tr>
<tr>
<td>10+ Years</td>
<td>.0962 hours/each hour worked</td>
<td>.0962 hours/each hour worked</td>
</tr>
</tbody>
</table>

Employees who have not successfully completed their probationary period are not entitled to use PTO.

**Part-time Employees**

Part-time employees are not entitled to PTO time.

**Paid Time Off Year**

A PTO year shall be the twelve-month period beginning on the employee’s anniversary date.

**PTO Bank**

At the end of the PTO year employees may “bank” any unused PTO time up to five (5) days. Upon retirement, upon resignation with proper notice, and/or upon termination without cause the employee shall receive payment for any unused PTO at 50% of his/her pay rate, computed by multiplying the number of banked days times the employee’s current hourly rate on the last day of employment.

**PTO Buy Back**

On the employee’s anniversary date, a non-exempt employee may, at his/her option, be paid for up to thirty-seven and one-half (37.5) unused accrued PTO hours the employee has not used. Exempt employees may be paid for up to forty (40) unused accrued PTO hours the employee has not used.
**Scheduling Time Off**

When using hours for vacation or an expected absence of more than 3 days but less than five days, employees must provide a minimum of two (2) weeks written notice to their supervisor. All vacation or leave requests of five days or longer must be submitted a minimum of four (4) weeks in advance.

No more than one (1) employee, per department, per shift may be on a vacation period on any day, except as otherwise permitted by management, in its sole discretion. Denial of time off shall not be unreasonably withheld.

**Notification of Supervisor**

In order to be eligible for PTO leave, employees must notify his or her immediate supervisor of the need for the leave at least 2 hours prior to the beginning of the shift. Failure to do so may disqualify you for PTO time for which you may be otherwise eligible.

**Medical Information**

Supervisors have the authority to approve or disapprove PTO leave payment. Employees are required to provide proof of illness for all absences of 3 days or longer, or if an employee has missed work due to a family member illness. The medical information must be signed by the employee’s physician or the physician’s assistant. Such information is to be presented directly to the employee’s supervisor for filing with the employee's personnel records. Failure to observe this procedure will result in the denial of the PTO leave.

**Bereavement Leave**

Bereavement Leave is exempt from the Employer’s Punctuality, Tardiness, and Absenteeism Policy. After the Employee’s probationary period is successfully completed, in the event of death in the immediate family, a three-day leave of absence with pay will be granted to full-time employees, one day to part-time employees. One day with pay will be granted for death of a Grandparent or In-Laws. The paid leave applies only for scheduled work days as they occur at time of death. Bereavement Leave is only available to full-time employees.

The term “immediate family” is limited to father, mother, sister, brother, children, and spouse.

**Jury Duty**

We believe it is our duty as good citizens to report for and serve on jury duty. This benefit is granted to full-time employees after successful completion of their probationary period. Should you be called for jury duty, notify your supervisor as
soon as possible. Arrangements will be made by the Company to reimburse you the difference between your jury duty pay and your regular pay for the period of your jury duty. Jury duty time is limited to one week per year. If more time is required, you may use your PTO benefits. Employees are expected to report for work whenever the court schedule permits.

**Miscellaneous General Policies**

**Violence in the Workplace**

**Policy**

The Company will make every effort to minimize the risk to employees of workplace violence in any form. We have **zero tolerance** for workplace violence initiated by employees or by anyone. Employees committing or perpetuating workplace violence will be subject to immediate dismissal. Visitors threatening or committing violent acts will be required to leave the premises and will be reported to law enforcement authorities.

The Company reserves the right to conduct searches or inspections of lockers, desks, computers, cabinets, files, drawers, boxes, or any other area or container which is the property of the Company, as well as any personal effects, such as lunch boxes, bags, purses, tool boxes, backpacks, etc. brought on to the Company’s property. Employees do not have the right to privacy in lockers, desks, drawers, boxes or other areas which are the property of the Company. Furthermore, to help secure a safer working environment, the Company reserves the right to use surveillance cameras.

**Purpose**

The purpose of this policy is to establish the Company’s position of zero tolerance for acts of violence, threats of harm, physical intimidation, and/or bringing or using weapons on the Company property. The Company will take whatever actions it deems necessary to help protect employees and other authorized visitors to our property.

**Definitions:**

**Act of Violence:** For purpose of this policy, the Company will interpret an act of violence whether it is physical violence, verbal or non-verbal threats, damage to or theft of property and/or any related actions in the broadest sense possible to include (but not limited to) any of the following acts on the Company’s property or at any Company sponsored function.

- Possession of any firearm, knife, explosive or any other type of weapon covered by the law regardless of whether the person is licensed to carry the weapon or not. The possession or use of a weapon will be cause for immediate termination of employment.
Fighting, verbal or physical.

Punching, hitting, slapping, kicking, biting, pushing, “horseplay”, or any other physical act of aggression that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, customer, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s race, sex, age, or any characteristic protected by federal, state, or local law.

Any other act, which in the judgment of management, was intended to cause harm to another.

**Weapons:** For purposes of this policy, the Company will interpret a weapon in a broad sense and will include (but not be limited to) the following articles which are brought onto any part of the Company’s property (including private vehicles which are owned or being operated by an employee) or to the Company sponsored function:

- Any and all types of firearms or explosive devices regardless of whether the person is licensed to carry the weapon or not.
- Any type of knife is prohibited without proper authorization from management.
- Any other object which, in the judgment of management, was intended to be used as a weapon.

**Procedure**

1. Employees are required to report incidents of workplace violence or threats of such violence to their supervisor or any member of the management team immediately. No reprisal will be taken against any employee who in “good faith” reports or experiences workplace violence.

2. **Emergency Situations:** If any threat of violence is perceived, supervisors and/or employees should follow the procedure below in the event of violence or threats:

   - Obtain the critical information: What is the nature of the trouble and the current status? Who is involved (name/department)? Is anyone injured? Where is the trouble occurring?
   - If any threat of violence exists, call 911 and notify law enforcement officials of the problem and request their assistance (e.g. police and/or ambulance). Inform those involved and contact the supervisor.
   - If a violent incident occurs or if an individual is carrying a weapon, do not use physical force to detain the suspect(s). If the suspect(s)
wants to leave the premises, do not resist. Obtain a good, detailed description of the suspect(s) and of any vehicle she/he used.

- Write a detailed report which states what happened, when it happened, where it happened, how it happened, why it happened, and who was involved. Be sure to include the names of any witnesses, any injuries, action taken and the current state of the matter.

3. **Non-Emergency Situations:** When a supervisor is advised of or observes a violation of this policy, he/she is to report this to the Human Resources Manager immediately.

- An investigation, including interviews of individuals involved, will be conducted and documented by the Director of Security.
- Police will be notified if necessary.

4. **Supervisor’s Responsibility**

- Supervisors are responsible for both the (1) prevention and (2) stopping forms of violence. The Director of Security is functionally responsible for the implementation and over all enforcement of this policy.

- In the event of a violent incident or threat of violence, supervisors are to contain the incident and complete a thorough investigation of the incident.

- If physical contact or injury of an employee is involved, supervisors should complete a Workers Compensation incident report and seek medical attention for the injured employee.

- If an incident involves verbal threats only, supervisors complete an incident report.

- Any employee perceived to have committed a violent or threatening act or act of intimidation, including threats or carrying an implement that could be used as a weapon, is to be placed on paid administrative leave until an investigation is completed.

5. **Reporting Violation of this Policy**

- In an emergency, contact the Human Resources Manager, a supervisor or any member of the management team.

- Employees who believe they have been subjected to any of the behaviors, threats, or physical intimidation listed above, are requested and encouraged to immediately report the incident to their supervisor or any member of the management team.

- An employee who observes or has knowledge of any violation of this policy is required to report the violation immediately to his/her
supervisor or the management team. This is extremely important to the Company’s efforts to maintain a safe working environment.

- No reprisal will be taken against any employee who makes such a report. Any employee who makes any reprisal, regardless of the magnitude of that reprisal, against an employee who reports any act of violence, threat of violence, or suspicious of potential violence shall be subject to disciplinary action up and including discharge.

6. **Post-Incident Review and Response**

- A supervisor or member of the management team will investigate incidents immediately and complete an incident report.
- The Director of Security will conduct a complete review of the incident.
- Appropriate action will be taken and such action will commensurate with the severity and nature of the incident. Any employees found to have committed a violent act; act of intimidation or threat will be subject to the appropriate level of correction action, including termination of employment.
- Actions to be taken under consideration include but are not limited to: medical treatment for injury, psychological evaluation and counseling for victims and witnesses (trauma crisis counseling, critical incident debriefing), additional training and education, changes in work place, and/or changes in administrative policies.

**Computer Ethics**

The Company’s email and Internet are meant for business use only. The facility’s email and internet are not to be used for personal correspondences or to solicit for commercial ventures, religious or political causes, or for any outside causes or organizations. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer usage may be monitored.

The Company strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the Company prohibits the use of computers in a way that is disruptive, offensive to others, or harmful to morale.

The Company purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Company does not have the right to reproduce such software for use on more than one computer.
Employees may only use software on a local area network or on multiple machines according to the software license agreement. The Company prohibits the illegal duplication of software and its related documentation.

Employees should notify their supervisor or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

INTERNET USE: Use of the Internet is for business purposes only. Employees are liable for what they say or do on the Internet. Therefore, employees are required to respect copyright law and to not visit or download from offensive sites including, but not limited to; pornographic, gambling, drugs, and hate speech.

E-MAIL boxes are for formal business use only. Employees should not send or receive personal e-mail messages or conduct personal business through e-mail or Internet services. All information retrieved, downloaded, copied or printed from computers is considered the Company’s property and may be monitored by the Company.

No one other than the responsible employee is permitted to use computers or access any of its functions in any manner at any time.

In order to protect computers and network from viruses or other maladies, employees may not load or download any software or examine sample diskette CD's or other software, nor add or remove hardware or attempt repairs, etc. on computers without prior approval from the Chief Operating Officer.

Social Media Policy

At the Company, we understand that the use of social media sites such as Facebook, Twitter, Instagram, YouTube and Flickr can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities whether used inside the facility on a company computer, or outside the facility during an employee’s personal time. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all employees who work for the Company.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a
chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

The same principles and guidelines found in the Company’s policies and basic beliefs apply to your online activities. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects people who work on behalf of the Company or the Company’s legitimate business interests may result in disciplinary action up to and including termination in accordance with the Company’s Progressive Discipline Program.

Know and Follow the Rules

Carefully read these guidelines and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination in accordance with the Company’s policies and procedures on Discrimination, Harassment and Retaliation as included in this Employee Handbook.

Be Respectful

Always be fair and courteous to fellow employees, vendors or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers, supervisor or management team than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that are false about the Company, fellow employees, suppliers, or people working on behalf of the Company.

Post Only Appropriate and Respectful Content

Maintain the confidentiality of the Company’s private or confidential information. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
Do not create a link from your blog, website or other social networking site to the Company’s website without identifying yourself as a Company employee and remember that being a Company employee means that you are taking on the responsibility of presenting yourself in a professional manner.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, suppliers or people working on behalf of the Company. If you do publish a blog or post online information related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. You should include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

Using Social Media at Work

You may not use social media while on work time or on equipment we provide, unless it is work-related as authorized by your supervisor. If provided, do not use your Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is Prohibited

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination in accordance with the Company’s Progressive Disciplinary Program.

Media Contacts

Employees should not speak to the media through Social Networking sites on the Company’s behalf without contacting the Chief Operating Officer and obtaining approval to do so or should direct all media inquiries seeking comment on behalf of the Company to the Chief Operating Officer.

For More Information

If you have questions or need further guidance, please contact your supervisor or a member of the management team.
Substance Abuse

The Company has a significant interest in insuring the health and safety of its employees. Additionally, the Medical Marijuana Industry is highly regulated by the Commonwealth. In furtherance of this interest, the Company has established a policy prohibiting the use, possession, purchase, sale, transfer, or distribution of non-medically prescribed controlled substances or alcohol while on the Company’s premises, or elsewhere, while on the Company’s business. The Company encourages an enlightened viewpoint toward alcoholism and drug dependencies as behavioral-medical problems, which, within reason, can be treated. The Company encourages employees or members of their families to seek assistance if alcohol or drug abuse is a problem. For these reasons, the Company has established the following substance abuse policy.

1. On-the-job Use, Possession, Sale, Transfer, or Distribution:
   A. The use, possession, sale, transfer or distribution of non-medically prescribed controlled substances or alcohol on the Company’s premises or at any of the Company’s work sites is prohibited. Any employee found in violation of the above-stated policy is subject to immediate termination on the first offense. The term "work site" includes:
      1. Company vehicles on and off the Company’s premises;
      2. Anywhere in the facility's buildings or on the facility's premises;
      3. At any other location where the employee is working and being compensated.
   B. Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, will be taken with respect to any employee violating this policy.
   C. Employees are prohibited from possessing paraphernalia used in connection with non-medically prescribed controlled substances.

2. Employee Impairment and Drug Use:
   A. Employees are prohibited from reporting to and being at work while under the influence of alcohol, illegal drugs, or any controlled substance. Any employee violating this policy is subject to immediate termination on the first offense.
   B. An employee taking a drug or other medication, whether or not prescribed by a physician for a medical condition, which is known or publicized as possibly impairing judgment, coordination, or other senses important to the safe and productive performance of work, must notify his or her supervisor prior to starting work. The supervisor will decide whether the employee can continue to work, or will impose any necessary work restrictions.
Employee Drug/Alcohol Testing:

C. When the Company has reasonable suspicion to believe that an employee's behavior and/or performance is influenced by controlled substances and/or alcohol, we may require the employee to submit blood, breath, or urine samples for testing. Factors establishing reasonable cause include, but are not limited to:

1. Excessive absenteeism or excessive tardiness;
2. Declining productivity or performance;
3. Violation of company safety policies;
4. Involvement in an accident or near accident;
5. Discovery or presence of controlled substances in an employee's possession or near the employee's work place;
6. Suspect behavior such as stumbling, slurred or incoherent speech, apparent confusion and disorientation, emotional outbursts, odor of alcohol and/or residual odor peculiar to some chemical or controlled substance;
7. Arrest for violation of any controlled substance law;
8. Prior positive drug test result.

D. If a supervisor makes such observations, the supervisor will contact the Chief Compliance Officer. The Chief Compliance Officer will then confront the employee with the observed behavior and offer him or her an opportunity to provide a reasonable explanation. If no acceptable explanation is forthcoming, the Chief Compliance Officer may request that the employee be scheduled for a drug test immediately.

E. If the employee refuses to cooperate with the administration of the drug test, the employee will be advised that the failure to cooperate with the drug test will be considered a positive test result.

F. The employee will be removed from the facility and suspended without pay pending receipt of the test results by management.

G. If an employee is involved in an accident while furthering the Company’s business that involves loss of life and/or bodily injury, the employee may be requested to submit blood or urine samples for testing.

H. Any employee will be given the opportunity to have a positive test result verified at any qualified laboratory the employee chooses. The employee will pay for the cost of this independent testing. The verification will be conducted using a portion of the original sample to be provided by the original testing lab directly to the other laboratory under chain of custody procedure providing the same protection as the procedure described above. The employee will have (5) business days from the date of notice by the
original lab to have the second test conducted and must provide written verification of the test result to the Chief Compliance Officer or designee within one (1) week from the date of the test. Failure to provide this notice will be treated as a confirmation of the original lab result. The result of the verification test must be provided directly by the laboratory to the Chief Compliance Officer for evaluation.

I. Employees having a positive test result are subject to appropriate disciplinary action, up to and including dismissal.

3. Notification of Test Results:

Test results will be treated in a confidential manner, and the employee's confidentiality shall be guarded to the greatest possible extent. Test results shall not be disclosed to any individuals, except those designated by the Chief Compliance Officer as having a legitimate "need to know" in order to make decisions and enforce the Company’s policies.

4. Corrective Action:

As stated herein, any employee found in violation of this substance abuse policy may be subject to disciplinary action up to and including dismissal on the first offense.

**Removal of Facility Property**

Company property (including, but not limited to, clothing, supplies, equipment, furnishings, fixtures, appliances, tools, and items designated for disposal) may not be removed from the facility without prior authorization from management.

Should you need to remove facility property pursuant to your duties, or wish to purchase facility property, you should consult with your supervisor. Removing facility property without permission constitutes theft, and will result in discharge from employment and reporting of theft to local authorities.

**Publicity**

Employees are prohibited from speaking on behalf of the Company without the prior written authorization of the Chief Operating Officer or designee. All releases of information to the media emanating from the Company must be approved by the Chief Operating Officer or designee. This includes information provided to newspapers, television and radio stations, Internet news publishers, general interest magazines and trade papers and magazines. Loyalty to the institution is expected and good public relations are the responsibility of all employees of the Company. We will be judged by the quality and loyalty of our staff.
**Damage to Property**

As a part of your job duties you may be working with delicate and expensive equipment and supplies. It is an important part of your job to take care of equipment, and as a member of the staff you are expected to appreciate the necessity of being careful with all of the Company’s property. Careless treatment or neglect of equipment and wasteful use of supplies result in unnecessary expenses. The Company’s budget is limited and increased costs mean less money available for employee benefits and salaries. An employee will be held responsible for damage to equipment and supplies caused by carelessness and under some circumstances, will be expected to reimburse the Company. Employees damaging the Company’s property are subject to discipline under the Progressive Discipline Policy.

**Visitors**

Personal visitors are prohibited during working hours or at any other time unless approval of the Chief Operating Officer or his designee is obtained in advance.

**Chain of Command**

Employees are directly responsible to their immediate supervisor. In cases of job-related problems or complaints, employees will first consult their immediate supervisor. If the employee believes it necessary, he/she may request a conference with the Human Resources Manager or any other member of the management team.

**Telephone Calls and Messages**

The Company is dedicated to the production of the finest quality medical marijuana products. This goal cannot be adequately accomplished when employees are interrupted by outside personal phone calls or text messages. Unless you are authorized to use a cell phone as part of your job duties, cell phones are to be used only during the employee’s rest or meal breaks and must be turned off in work areas. Note that cell phones which are only muted or silenced, are not turned off.

**Solicitations and Distributions, Restricted Access to Facility, Bulletin Boards**

**Solicitations**

Solicitation by employees on the Company’s property is prohibited at all times.

Collections for charitable purposes shall be considered solicitations for the purposes of this policy, unless approved by the Chief Operating Officer or his designee.

Employees participating or assisting in solicitation that violates this policy are subject to disciplinary action, up to and including termination.
Distributions of Written Materials.

Distribution of written materials by employees on the Company’s property is strictly prohibited.

Employees participating or assisting in the distribution of written materials in violation of this policy are subject to disciplinary action, up to and including termination.

Restricted Access to Facility

Employees who are not scheduled to work but wish to be present at the Company are limited to non-restricted areas only. Employees who enter restricted areas while off-duty except to aid in a facility emergency are subject to disciplinary action, up to and including termination.

Bulletin Boards

The Company uses a bulletin board for the purpose of posting notices that affect or concern our employees and for the posting of official announcements only. The Company posts official notices and changing of official policies that affect our employees on this Bulletin Board. Only management may post or remove notices from the Bulletin Board.

Posting, altering or removing notices or information from the bulletin board without proper authorization may be grounds for disciplinary action.

Employee Lockers and Personal Effects

The Company provides employees with lockers for his/her use in connection with employment. Locks will not be provided by the Company, however, employees may use personal locks to assist in maintaining the security of items kept in the lockers.

The Company retains ownership of all employee lockers and reserves the right to inspect locked or unlocked employee lockers at any time with or without permission of the employee. Lockers may not be used to store property or other items in violation of Company policies. Further, the Company retains the right to remove items of employee property or any other items, with or without permission of the employee, that are in violation of the Company’s policies, or that create a health or safety risk.

Employees are required to maintain their lockers in a clean and sanitary manner. Lockers are to be kept free from accumulation of food and trash. All foods stored overnight must be stored in airtight containers and must not require refrigeration.

The Company assumes no responsibility for the loss or theft of personal property stored in lockers. The Company assumes no responsibility for items that are damaged as a result of removing the items pursuant to this or any other policy of the Company.
To ensure the health and safety of its employees, the Company reserves the right to search any personal effects, such as lunch boxes, bags, purses, tool boxes, backpacks, etc. brought onto the Company’s property. Finally, the Company reserves the right to search any other area of the Company that is necessary to preserve the health and safety of its employees and to maintain order in the facility.

**Confidential Information**

Employees of the Company have daily access to information regarding our business that is sensitive and confidential in nature. Disclosure of confidential information is a disservice to our company. It is your duty to protect and keep confidential all information about our operations.

**Facility Information**

Employees of the Company have access to information regarding the Company that is both sensitive and confidential in nature, including information relating to operations, finances, marketing plans, strategies and techniques, business plans, and opportunities. At no time shall an employee communicate confidential information about the Company unless the employee is engaged in facility business and is authorized to make the disclosure. Dissemination of the Company’s confidential information is detrimental and damaging to the Company and is considered willful misconduct. Employees who violate facility confidences are subject to immediate dismissal at the discretion of management.

**Dress Code**

Since the appearance of the employee is a reflection on the Company, the dress code provides for a consistent professional appearance in the dress of the staff.

All employees must dress and groom in a manner that is appropriate to their working conditions. Should an employee report to work improperly dressed or groomed, his/her supervisor may instruct the employee to return home to change. Employees will not be permitted to work when they are improperly dressed, nor will employees be compensated for the time they are away from work.

All personnel will be monitored with regard to the dress code. Any refusal to adhere to this policy will result in disciplinary action.

**Name Badges**

All employees must wear a name badge at all times. All name badges are to be supplied by the Company. Report lost name badges to your supervisor.
Legal Requirements and Policies

Holidays

After the successful completion of the probationary period, the Company provides seven (7) paid holidays each year for full-time employees:

- New Year’s Day
- Christmas
- Good Friday
- Labor Day
- Memorial Day
- July 4th
- Thanksgiving

Employees may be required to work every other holiday. Employees who work on a holiday will be paid time and one half for the number of hours worked on that day, and full-time employees shall have the option of an additional days pay or an additional day off within thirty (30) days of the holiday.

Workers’ Compensation

All employees of the Company are covered by Worker’s Compensation Insurance Benefits as required by the Pennsylvania Workers’ Compensation Act. This program provides payment for hospitalization, rehabilitation and medical expenses, as well as partial payment for lost wages due to work-related injury.

Should an employee be injured while on the Company’s premises, it must be reported to the employee’s supervisor within 48 hours of the incident, regardless of how minor the injury may appear. You have the right to seek emergency medical treatment from any provider. For post-emergency and other injuries, you must obtain treatment for work-related injuries and illnesses from a designated health care provider for 90 days. The penalty for not using a designated health care provider is that the Company is not liable for the medical bills incurred.

All inquiries regarding Worker’s Compensation should be directed to your supervisor. All employees must read the Worker’s Compensation Notice in Appendix C and sign to acknowledge receipt and understanding of their rights and obligations.

Light Duty

Any employees assigned to light duty shall receive eighty (80) percent of their hourly wage rate. The facility reserves the right to schedule the specific hours pertaining to the light duty position, including changing the employees regularly scheduled work hours. Light duty may be limited to ninety (90) days, at the discretion of the Employer.
Leaves of Absences

A. Personal Leave of Absence

We recognize there may be occasions where you may have the need to take extended time off from work. Unpaid leaves of absence (LOA’s) may be granted if you meet the following requirements.

- LOA’s may be requested by full-time and part-time employees who have completed one (1) year of service.
- LOA’s should be requested in writing and must be approved prior to the beginning of the leave by both your supervisor and the Chief Operating Officer or his designee.
- Requests for personal leave will be evaluated on an individual basis and will be approved only if warranted by unusual and/or pressing circumstances. The maximum length of personal leave is generally thirty (30) days.
- If personal leave is granted, it will be without pay.
- While on an LOA, an employee will be required to use all remaining paid vacation and sick leave, or the portion necessary for the time that he/she is on LOA.

When the need for an LOA arises, please:

- Notify your supervisor as soon as possible before the start of your requested time off. Thirty (30) days’ notice is desired when your leave is foreseeable.
- Complete a written LOA Request Form, with attachments and submit this information to your supervisor.

B. Short-Term Leave of Absence

At times, an employee may need to take a day off despite the fact that he/she has no paid vacation or sick leave accrued or remaining. If this need arises, the following guidelines must be followed:

- All requests for short term LOA will need prior approval from the supervisor and will be granted or denied based on staffing needs.
- Employees must call their supervisor in accordance with the standard attendance policies.
- If an employee’s request is not approved, he/she is expected to be at work for their regularly scheduled shift. Failure to do so will be considered a no-call, no-show.

Corporate Compliance Program

The Company has a Corporate Compliance Program. The Corporate Compliance Program describes the Company’s policies and procedures for detecting and preventing regulatory infractions. The Company is committed to ethical and legal conduct that is
compliant with all relevant laws and regulations and to correcting wrongdoing wherever it may occur. Our Corporate Compliance Program is designed to assure that the Company operates in compliance with the requirements of all applicable laws and regulations. Employees should identify and become familiar with the existing compliance policies and procedures, including those already provided to each employee.

**All employees are expected to maintain strict compliance with all state laws and regulations regarding medical marijuana. Any violation of these laws or regulations may result in immediate termination of employment depending on the nature, degree and extent of the violation.**

Employees should get to know the Chief Compliance Officer. Employees should also take the time to learn about how to report concerns about facility operations for resolution through the Chief Compliance Officer.

Each employee has an individual responsibility to report any activity by any employee, contractor, vendor or visitor that appears to violate applicable laws, regulations or the Company Code of Conduct. Reports should be made immediately and failure to report known or possible inappropriate activity is grounds for disciplinary action up to and including suspension or termination of employment. No employee will be retaliated or discriminated against for good faith reports of suspected inappropriate activities. Anyone who engages or attempts to engage in any form of retaliation against an employee for good faith participation in the Corporate Compliance Program will be disciplined, up to and including dismissal.

Our Program policies and procedures for detecting and preventing statutory and regulatory violations are organized around eight key elements for compliance programs: (1) the development and distribution of written standards of conduct, as well as written policies, procedures, and protocols to promote the commitment to compliance; (2) the designation of a Chief Compliance Officer and other responsible staff or committees charged with the responsibility to develop, operate, and monitor the Compliance Program and who report directly to the President; (3) the development and implementation of regular effective education and training for all affected employees; (4) the creation and maintenance of effective lines of communication between the Chief Compliance Officer and all employees, including procedures for anonymous reporting and for the protection of “whistleblowers;” (5) the use of audits and other risk evaluation techniques to monitor compliance, identify problem areas, and assist in the reduction of identified problems; (6) the enforcement of appropriate disciplinary action against employees, contractors or vendors who violate corporate or compliance policies and procedures, applicable laws and regulations; (7) the development of policies and procedures for investigating identified system-wide problems including prompt and proper response when improper conduct is found, the prompt initiation of corrective action, measures to prevent them from happening again, and, where appropriate, disclosures to and cooperation with public officials in resolving the problem; and (8) the defining of clear roles and responsibilities and the ensuring of effective oversight.
Any employee may contact the Chief Compliance Officer directly. Employees are encouraged to work with their own colleagues or supervisor(s) to resolve problems where possible, especially where that is the best and fastest way to resolve the problem.

Our current Chief Compliance Officer is Michael Fernandez. The Chief Compliance Officer can be reached via telephone: [_____] — FAX: [______].

All employees are provided with Education and Training Programs related to the Company’s Corporate Ethics and Compliance Program each year, including specialized programs for employees with jobs that involve more potential compliance risks and general programs on Corporate Compliance.

**Employee’s Rights To Be Protected As Whistleblowers**

Our Corporate Compliance Program includes a policy precluding any retaliation or discrimination against employees who file good faith reports with public agencies or participate in official investigations or hearings on suspected problems. Anyone who violates this policy is subject to disciplinary action and possible Federal and State penalties. Employees have additional rights to be protected from being fired, demoted, suspended, threatened, harassed, or otherwise discriminated against in such cases under the Pennsylvania Whistleblower Act, including rights to recover their position, back pay, benefits, and seniority, litigation costs and reasonable attorney fees. More information on whistleblower protections is provided in our Corporate Compliance Program policies and procedures and in the Notice about the Pennsylvania Whistleblower Law posted in the Facility.

**Facility Discipline**

**Progressive Discipline Policy**

The Company strives to assure the highest quality products and efficient and cost-effective operations. To achieve this goal, we must abide by rules and standards of conduct that will enable all to participate in the smooth and harmonious operation of this facility. The Company’s disciplinary policies are set forth to motivate or modify patterns of performance and behavior to assure the level of excellence to which we aspire. These policies provide the supervisory staff with tools to monitor the standards of care and behavior.

**Group I Violations**

Extending meal or rest breaks beyond the authorized time.
Failure to keep workplace clean and orderly.
Failure to take meal breaks and periods in designated locations.
Failure to maintain a neat, clean and proper appearance.
Violation of Dress Code Policy.
Failure to follow instructions or to perform work according to procedure or policy.
Horseplay and dangerous “practical jokes.”

**Group II Violations**
Use of work time for personal matters.
Discourteous, rude or unhelpful behavior toward fellow employees, contractors, vendors or visitors
Leaving Facility property during working hours without authorization.
Gambling on Facility property.
Failure to attend a mandatory staff meeting.
Loss of, or damage to, Facility property through carelessness, neglect or indifference.
Work performance not up to established professional standards.
Minor breach of Compliance Program policies and procedures
Use of computers/internet for personal matters, including social networking sites, such as Facebook, Twitter, etc.
Violation of Telephone Call and Message Policy

**Group III Violations**

Failure to report a known safety hazard or violation of the Company’s Safe Working Environment policy.
Arguing or engaging in disruptive behavior with a fellow employee, contractor, vendor or visitor.
Failure to report activity by any employee, contractor, vendor, or visitor that appears to violate applicable laws, regulations or the Facility’s Code of Conduct
Creating or contributing to unsafe or unsanitary conditions within the Company’s premises.
Failure through negligence to account properly for Company funds.
Neglecting job duties.
Removing Company equipment or supplies from the Facility without proper authorization.
Refusal to sign a Written Warning, Employee Counseling form, Employees Evaluation, or Action Plan.
Improper use of authority.
Use of foul or abusive language.
Violation of the Company’s Time Card policy.
Failure to follow smoking restrictions, including smoking in unauthorized areas.
**Group IV Violations**

Violation of any law or regulation regarding medical marijuana.
Violation of the Company’s Sexual Harassment Policy.
Violation of the Company’s Non-Discrimination policy.
Harassment of a co-worker, contractor, vendor or visitor based upon sex, race, national origin, color, religion, age or disability.
Violation of the Company’s Confidential Information policy.
Violation of the Company’s Solicitation/ Distribution/ Bulletin Board policy.
Two “no-call, no-show” absences.
Conviction of a misdemeanor violation of any state or federal controlled substance law.
Conviction of any state or federal offense graded as a felony.
Unauthorized use of computer files.
Sleeping on duty.
Clocking in or out for another employee.
Physical, verbal or sexual abuse of a co-worker, contractor, vendor or visitor, or other person on the premises.
Loss of, or damage to, Facility property through malicious intent.
Theft, attempted theft or misuse of Facility, employee, contractor, vendor or visitor property.
Falsification of documents, records or concealment of material facts, including on employment applications and Compliance Program documents.
Possession or use of a firearm or deadly weapon on Facility property.
Physically or verbally threatening a fellow employee, contractor, vendor or visitor.
Instigating a physical confrontation with a fellow employee, contractor, vendor or visitor.
Possession, use, or being under the influence of drugs, alcohol, intoxicants or other controlled substances on Facility premises or while working.
Failure to maintain necessary professional licenses or certifications.
Insubordination - deliberate refusal to comply with instructions issued by a supervisor or disrespect, or the use of abusive or insulting language toward a supervisor.
Any act committed with the intention of disrupting the operations or reputation of the Company.
Violation of the Company’s Social Media policy, discriminatory remarks, harassment, threats of violence or similar inappropriate or unlawful conduct.

The preceding is a list of some conduct that warrants disciplinary action. It is by no means exhaustive.
EMPLOYEES MAY BE DISCIPLINED FOR ANY CONDUCT THAT A SUPERVISOR DETERMINES WARRANTS DISCIPLINARY ACTION. THE COMPANY HAS THE SOLE DISCRETION IN DETERMINING WHETHER CONDUCT IS A GROUP I, II, III OR IV VIOLATION.

Progressive Disciplinary System

Should a supervisor or management determine that an act by any employee merits disciplinary action, appropriate action will be taken. Except as necessary to deal with unusual circumstances, the Progressive Discipline System should be followed whenever an employee commits conduct that is subject to disciplinary action.

First Offense Involving a Group I Violation

The employee’s supervisor will issue a verbal warning, and a notation shall be made in the employee’s file.

Second Offense Involving a Group I or a First Offense Involving a Group II Violation

The employee’s supervisor shall issue a written warning to the employee and shall include a reference to any prior verbal warnings, where appropriate. Management may institute a disciplinary probationary period.

Third Offense Involving a Group I, Second Offense Involving a Group II Violation or First Offense Involving a Group III Violation

Management shall issue a three-day suspension without pay to the employee. The counseling should include a reference to the prior written and verbal warnings.

At its discretion, Management may impose a Disciplinary Probation Period.

Fourth Offense Involving a Group I, Third Offense Involving a Group II Violation, Second Offense Involving a Group III or First Offense Involving a Group IV Violation

The employee will be terminated and issued written notification of termination via United States Mail.

Multiple Violations

An employee who accumulates four (4) or more violations within a rolling twelve (12) month period may be terminated immediately.
The foregoing are guidelines; Management retains the right to take such disciplinary action as it determines is appropriate.

**Disciplinary Probation**

Any employee placed on a Disciplinary Probation Period may be suspended without pay or terminated without regard to the Company’s progressive disciplinary system. Employees on disciplinary probation are not eligible for promotion or transfer.

**Voluntary Termination of Employment**

The Company expects you to give adequate notice if it should be necessary for you to leave our employment, so that a replacement can be properly trained to insure efficient and uninterrupted business operations. All supervisory, executive and management staff are required to give at least four (4) weeks’ notice prior to voluntary termination of employment. All other personnel are required to give two (2) weeks’ notice. You are expected to work out your notice time in full.

Notice of resignation shall be in writing and given to your supervisor. Policy and orientation books must be returned to your supervisor.

**Right to Recall**

Any employee who voluntarily terminates his or her employment, is laid off, or is terminated has no right to recall or reinstatement and will not be rehired except at the discretion of management.
Appendix A

EMPLOYEE ACKNOWLEDGMENT OF EXPLANATION OF THE COMPANY’S NON-DISCRIMINATION IN EMPLOYMENT, SERVICES AND CARE

I acknowledge that the Company has explained its Non-Discrimination policy to me. Furthermore, I understand that I have had the opportunity to discuss any questions I have concerning the policy with management for clarification.

I acknowledge and understand that it is my duty as an employee to assist the Company in complying with this Non-Discrimination Policy and that I have a duty to report any suspected non-compliance to my supervisor or management immediately. Any violation of this policy will subject me to discipline under the Company’s progressive discipline policy, up to and including termination.

EMPLOYEE SIGNATURE ______________________ DATE ____________

SUPERVISOR SIGNATURE ______________________ DATE ____________
Appendix B

EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURE SHEET

I acknowledge receipt of the Company’s Employee Handbook, have read and understand the Handbook, and agree to follow it. I have been given an opportunity to have my questions answered. I recognize that this “Employee Acknowledgement and Signature Sheet” will be retained as part of my employee file. I understand that the Handbook is not a contract of employment, express or implied, and that revisions to the Handbook are made periodically throughout the year. I understand that termination of my employment due to any violation of this employee handbook constitutes willful misconduct that precludes the receipt of unemployment compensation.

I recognize that neither this handbook nor any employment application or other material is a contract for employment, continued employment, benefits or continued benefits with the Company. Furthermore, I understand that I have had the opportunity to discuss any questions I have concerning the Employee Handbook with management for clarification.

__________________________  __________________________
Date                                Signature of Employee
Appendix C

WORKERS COMPENSATION NOTICE AND ACKNOWLEDGMENT

Under Worker’s Compensation, you may get paid a portion of the wages you might lose as a result of a work-related injury. You also get paid for certain medical expenses. Therefore, it is important that all on-the-job injuries be reported immediately to your Supervisor. Delay in reporting an injury may hold up or even prevent you from getting what you are owed under state law. We will offer alternate (or light duty) jobs to those employees who have doctor’s orders as a result of work related injuries. These positions will only be provided at the discretion and convenience of the company, and are limited in number.

The employee has the duty to obtain treatment for work-related injuries and illnesses from one or more of the designated health care providers for 90 days from the date of the first visit to a designated provider.

The employee has the right to seek emergency medical treatment from any provider, but subsequent non-emergency treatment shall be by a designated provider for the remainder of the 90-day period.

The employee has the right to have all reasonable medical supplies and treatments related to an injury or illness paid for by the employer as long as treatment is obtained from a designated provider during the 90-day period.

The employee has the right, during this 90-day period, to switch from one designated health care provider to another designated provider.

The employee has the right to seek treatment from a referral provider if the employee is referred to him by a designated provider.

The employee has the right to an additional opinion from a provider of choice when invasive surgery is prescribed by the designated provider.

The employee has the right to seek treatment or medical consultation from a non-designated provider during the 90-day period, but these services shall be at the employee’s expense for the applicable 90-day period.

The employee has the right to seek treatment from any health care provider after the 90-day period has ended.

The employee has the duty to notify the employer of treatment by a non-designated provider (after the 90 day period) within five (5) days of the first visit to that provider. The employer may not be required to pay for treatment rendered by a non-designated provider prior to receiving this notification.
I acknowledge that I have been informed of my rights and duties under Section 306 (f.1)(1)(i) and that I understand them to the extent that they are explained above.

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Employee Signature</th>
<th>Date</th>
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If you have any questions, ask your human resources office representative or call The Bureau of Workers’ Compensation at 1-800-482-2383
Material on this page is requested to be exempt from disclosure under FOIA because it contains critical infrastructure information, highly confidential security information and trade secrets.
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First Name: Cynthia
Middle Name: Joy
Last Name: Strohl
Suffix:
Occupation: Quality Assurance, Compliance Manager
Title in the applicant’s business: Assistant Director of Regulatory Compliance
Also known as: n/a
Date of birth: 
Address Line 1: 
Address Line 2: 
Address Line 3: 
City: 
State: 
Zip Code: 
Phone: 
Fax: n/a
Email: 

First Name: Megan
Middle Name: Lyn
Last Name: Pittenger
Suffix:
Occupation: Equine Veterinarian
Title in the applicant’s business: General Manager
Also known as: n/a
Date of birth: 
Address Line 1: 
Address Line 2: 
Address Line 3: 
First Name: Taylor
Middle Name: Lorraine
Last Name: Lutz
Suffix:
Occupation: Sr. Account Manager
Title in the applicant’s business: HR Manager
Also known as: n/a
Date of birth: 
Address Line 1: 
Address Line 2: 
Address Line 3: 
City: 
State: 
Zip Code: 
Phone: 
Fax: n/a
Email: 

First Name: Francisco
Middle Name: 
Last Name: Cruz
Suffix: II
Occupation: Network Administrator
Title in the applicant’s business: Chief Information Officer
Also known as: Frank/Frankie
Date of birth: 
Address Line 1: 
Address Line 2:
Address Line 3:
City: 
State: 
Zip Code: 
Phone: 
Fax: n/a
Email: 

First Name: Theodore
Middle Name: Christian
Last Name: Flowers
Suffix:
Occupation: Partner at Law Firm
Title in the applicant’s business: General Counsel
Also known as: 
Date of birth: 
Address Line 1: 
Address Line 2:
Address Line 3:
City: 

First Name: Justin
Middle Name: Stefan
Last Name: Moriconi
Suffix:

Occupation: Partner at Law Firm

Title in the applicant's business: General Counsel

Also known as: n/a

Date of birth: n/a

Address Line 1: n/a

Address Line 2: n/a

Address Line 3: n/a

City: n/a

State: n/a

Zip Code: n/a

Phone: n/a

Email: n/a

First Name: Marzena
Middle Name: Liliana
Last Name: Bieniek
Suffix:
Occupation: Rheumatologist
Title in the applicant’s business: Chief Medical Officer
Also known as: n/a
Date of birth: 
Address Line 1: 
Address Line 2: 
Address Line 3: 
City: 
State: 
Zip Code: 
Phone: 
Fax: 
Email: 

First Name: Gregory
Middle Name: Raymond
Last Name: West
Suffix:
Occupation: CEO, SaberOne Security Solutions, LLC
Title in the applicant’s business: Director of Security and Anti-Diversion
Also known as: Greg
Date of birth: 
Address Line 1: 
Address Line 2: 
Address Line 3: 
City: 
State: 
Zip Code: 
<table>
<thead>
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<th><strong>First Name:</strong></th>
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<td><strong>Last Name:</strong></td>
<td>Bulbulyan</td>
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<td><strong>Suffix:</strong></td>
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<tr>
<td><strong>Occupation:</strong></td>
<td>CEO, SIVA Enterprises, LLC.</td>
</tr>
<tr>
<td><strong>Title in the applicant’s business:</strong></td>
<td>Operations Consultant</td>
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<td><strong>Also known as:</strong></td>
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Occupation: Quality Assurance, Compliance Manager
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Also known as: n/a
Date of birth: [redacted]
Address Line 1: [redacted]
Address Line 2:
Address Line 3:
City: [redacted]
State: [redacted]
Zip Code: [redacted]
Phone: [redacted]
Fax: n/a
Email: [redacted]

First Name: Megan
Middle Name: Lyn
Last Name: Pittenger
Suffix:
Occupation: Equine Veterinarian
Title in the applicant’s business: General Manager
Also known as: n/a
Date of birth: [redacted]
Address Line 1: [redacted]
Address Line 2:
Address Line 3:
Taylor
Lorraine
Lutz
Sr. Account Manager
HR Manager
n/a
n/a
n/a
Francisco

Last Name: Cruz
Suffix: II
Occupation: Network Administrator
Title in the applicant's business: Chief Information Officer
Also known as: Frank/Frankie
Date of birth: [Redacted]
Address Line 1: [Redacted]
Address Line 2: 
Address Line 3: 
City: [Redacted]
State: [Redacted]
Zip Code: [Redacted]
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First Name: Theodore
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Date of birth: [Redacted]
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City: [Redacted]
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Phone: [redacted]
Fax: n/a
Email: [redacted]

First Name: Justin
Middle Name: Stefan
Last Name: Moriconi
Suffix:
Occupation: Partner at Law Firm
Title in the applicant’s business: General Counsel
Also known as: n/a
Date of birth: [redacted]
Address Line 1: [redacted]
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Address Line 3:
City: [redacted]
State: [redacted]
Zip Code: [redacted]
Phone: [redacted]
Fax: n/a
Email: [redacted]

First Name: Marzena
Middle Name: Liliana
Last Name: Bieniek
Suffix:
Occupation: Rheumatologist

Title in the applicant’s business: Chief Medical Officer

Also known as: n/a

Date of birth: [REDACTED]

Address Line 1: [REDACTED]

Address Line 2:

Address Line 3:

City: [REDACTED]

State: [REDACTED]

Zip Code: [REDACTED]

Phone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

First Name: Gregory

Middle Name: Raymond

Last Name: West

Suffix:

Occupation: CEO, SaberOne Security Solutions, LLC

Title in the applicant’s business: Director of Security and Anti-Diversion

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Date of birth: [REDACTED]

Address Line 1: [REDACTED]

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Zip Code: [REDACTED]
First Name: Avis
Middle Name:
Last Name: Bulbulyan
Suffix:
Occupation: CEO, SIVA Enterprises, LLC.
Title in the applicant’s business: Operations Consultant
Also known as: n/a
Date of birth: n/a
Address Line 1: n/a
Address Line 2:
Address Line 3:
City: n/a
State: n/a
Zip Code: n/a
Phone: n/a
Fax: n/a
Email: n/a
NAME:  
David Davis

POSITION:  
President (1 Full-Time Position)

BIOGRAPHY:  
Mr. Davis is President and founder of HoverTech International, a medical device company, and market leader in air-assisted patient handling technology. Established in 1997, HoverTech International started by offering a niche technology, which has now grown into a standard of care for top healthcare facilities globally. In developing HoverTech International, Mr. Davis has led operations, sales management and product development.

He currently holds 18 patents for safe patient handling devices. As an industry advocate, he supported the creation of the first Safe Patient Handling Association to further education and certification standards in the medical community. For his efforts, he was awarded the 2016 National Advocacy Award for Safe Patient Handling presented by the Association of Safe Patient Handling Professionals. Dave has also held offices in professional associations and has been a speaker at national conferences.

His philanthropic contributions include charitable donations that support nursing education and community programs. Dave is a graduate of Penn State University with a Civil Engineering Degree and has a certificate from the Manufacturers Resource Center executive training program.

RESUME:
SELECTED ACHIEVEMENTS

Established thriving Safe Patient Handling company from inception

Maintained market leader position for air-assisted lateral transfer devices for the past 16+years

Holder of 18 patents for a variety of Safe Patient Handling devices

Championed the establishment of the first Safe Patient Handling Association

WORK EXPERIENCE

Owner/President
HoverTech International
1996- Present

- Ensure that the company maintains a positive image in the market with a mission centered around solving customer patient handling challenges and offering the best products and services
- Plan, direct and lead all functions of the company; monitor and evaluate the performance of different departments
- Spearhead new product development efforts in response to customer needs and marketplace developments
- Maintain awareness of current landscape and concerns of healthcare service provision and resultant patient/resident outcomes
- Develop and oversee implementation of the business plan
- Maintain and expand quality supply chain relationships with international manufacturing partners
- Ensure quality control of inventory items and manufacturing processes
- Continue to build reputation among industry thought leaders; establishing cooperative relationships for improving product and developing best-practices
- Continue to build and expand established international distribution system and oversee compliance with applicable registration requirements
- Maintain contributions to international education and scope of SPHM knowledge by providing training personnel to other countries and by sponsoring experts from other areas of the world to work with and educate colleagues in the US

Independent Sales Consultant
1994-1996

- Developed and sold safe patient handling products to Acute Care and Long Term Care
**Sales Engineer: VP Sales**
Air Pal, Coopersburg, PA
1984-1994
- Developed and sold safe patient handling products to Acute Care. Developed and traveled with national sales force

**EDUCATION**

*Penn State University* Associates Degree, Civil Engineering, 1980.
*Rutgers University* General Studies, 1976-78

**PROFESSIONAL ASSOCIATIONS & CONFERENCES**

Member, Association of Safe Patient Handling Professionals, 2011-Present
Secretary of Am. Society of Bariatric Surgeons 2000-2004
Speaker, Am. Industrial Hygiene Conf. in Denver – 2010
Topic-Variety of Equipment for Safe Patient Handling
2016 Winner of National Advocacy Award for Safe Patient Handling presented by the Association of Safe Patient Handling Professionals

Built business from $500k-$100M
Started in small house and built 67,000 sq. ft. building
Started with one-part time employee and now have 33 employees
Pay all health care costs and generous compensation and bonuses

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**NAME:**
Joanne Davis

**POSITION:**
Vice President (1 Full-Time Position)

**BIOGRAPHY:**
Joanne Davis is a native of Bethlehem. She attended St. Anne’s, Notre Dame and Bethlehem Catholic High school before attending college at Lehigh Carbon Community College, where she received an Associate’s Degree in Medical Assistance. Joanne worked for over 20 years for Dr.
Joseph & Sylvia Zaldonis, and 8 years for the Orthopedic Association of Bethlehem. She served on St. Anne’s Advisory School Board, and is a Parish Retreat Leader. She has coached many sports including volleyball, basketball and softball at St. Anne’s and was a coach of the North Central Little League. Joanne is also a member of the Social Concerns Community where she provides rides to the elderly. While she enjoys horseback riding and traveling, her favorite thing to do is spend time with her family, including her grandchildren. Joanne lives in Bethlehem with her husband David.

RESUME:

Joanne S. Davis

EXPERIENCE

Co-Owner, Secretary
HoverTech International
1996- Present
- Represent the company and provide education about company products at national and international trade shows and conferences
- Ensure that the company maintains a positive image in the community with a mission centered around ensuring customer satisfaction
- Maintain awareness of current landscape and concerns of healthcare service provision
- Participate in implementation of the business plan

Medical Office Assistant
Orthopedic Associates of Bethlehem
1993-2001
- Managed insurance billing and collections
- Completed medical information treatment forms
- Responsible for customer service and patient inquiries

Medical Assistant and Office Manager
Drs. Joseph and Sylvia Zaladonis, MDs., Family Medicine Practice
1969-1993
- Supervised office staff and provided direction for all aspects of the family medical practice
• Worked alongside the physicians as a medical assistant and phlebotomist in meeting the medical needs of patients of all age groups, as well as the areas of obstetrics and pediatrics
• Assisted during minor surgeries and emergency care situations
• Ensured proper use of technologies associated with medical care and testing, such as EKG monitoring
• Responsible for dispensing medication and related information to patients
• Completed patient histories for insurance forms

EDUCATION
Lehigh County Community College
Associates Degree, Medical Assistant Program, 1969

Bethlehem Catholic High School
High School Diploma, 1968

SELECTED ACHIEVEMENTS
Recipient of Women of the Year Award, YWCA Bethlehem, 2011

LEADERSHIP
Board Member for the YWCA of Bethlehem, served six years
Board President for the YWCA of Bethlehem, served three years and was instrumental in
the relocation of the organization to its current locality
Volleyball Coach for Bethlehem Catholic High School Girls’ and Boys’ Teams,
coached for twelve years and won League, District and State placement titles
Softball, Basketball and Volleyball Coach for Junior High School, coached for five years

NAME:
Carl Stotz

POSITION:
Director of Operations (1 Full-Time Position)
BIOGRAPHY:

With 10+ years of experience, Carl Stotz is a logistics expert presently working in a fortune 500 FDA-controlled facility. He has worked with class 1 narcotics – specifically those containing pseudo-ephedrine – directing inventory counts, audits, and missing-product researches. He has experience in quarantining product to designated areas, product testing preparations, and managing outbound shipping and receiving. Carl’s experience also includes identifying hazardous materials to be destroyed; for example, flammable, organic peroxide, and aerosol materials.

Carl has also started and managed a hops-growing operation, where he oversees planting, growing, and harvesting the hops. He has successfully conducted research on the strains of hop plants, hop yard designs, irrigation systems, fertilizer requirements, and harvest timing – all for optimal production.

RESUME:

Carl Stotz

Work Experience

Johnson & Johnson FDA controlled Facility
August 2007 – Present
- Inventory, quality assurance, handled Pseudoephedrine Shipping and receiving.
- Worked in damage, destruct and returns.

Clifton Creek Farm
June 2013 – Present
- Manager
- Developed and Implemented plan for growing and processing.

Transportation Industry
October 1979 – March 2006
- Transported and delivered regulated freight.
- Worked as a 2nd shift supervisor loading and invoicing for outbound shipments.

Additional Experience
- Obtained a Coast Guard Captains License for 50-ton vessel.

Education
- East Aurora High School, 1976
NAME: 
Jerome Smith

POSITION: 
Chief Financial Officer (1 Full-Time Position)

BIOGRAPHY:
Jerome comes to CPG bringing 37 years of both public and private finance, accounting and operations experience. Jerome graduated from Villanova University in 1981 with a Bachelor of Science degree in accountancy. His career started as a CPA in the public sector working with various manufacturing, medical professional, software and banking clientele. After leaving the public sector, Jerome worked as controller of a software company that was eventually acquired by Jack Henry & Associates, a publicly-traded company serving the banking and credit union industries. Jerome stayed on board with JHA in the capacity of Credit Union Division Controller and Manager of Network and Hardware Services.

In 2008, Jerome joined HoverTech International as CFO/COO. Jerome’s initial goals were to analyze and structuralize the finance and accounting departments of HoverTech. This included costing analysis, supply chain management, and growth financing, while overseeing the day-to-day functions of the accounting and operations departments.

RESUME:

Jerome P. Smith

WORK EXPERIENCE
CFO/COO
D.T. Davis Enterprises, Ltd. T/A HoverTech International,
Allentown, PA
January 2008 - Present
- Responsible for all areas within the accounting, finance and operations departments.
- Lead Company to a 35% compound annual growth rate over the past 7 years.
- Implemented numerous processes and procedures throughout the company to increase effectiveness and efficiency.

Accounting Controller, NHS Technical Support Manager
Symitar, A Jack Henry & Associates’ Company
San Diego, CA
May 1995 – December 2007
- Segment Accounting Controller of a public corporation with annual revenues exceeding $100,000,000.
- Prepared full financial statements, cash flow & cash equivalent statements, financial analysis, investment analysis, & forecasting.
- Implemented budgeting for company departments.
- Team leader during the Sarbanes-Oxley implementation.
- Performed merger/acquisition due diligence; represented the company during acquisition negotiations.
- Supervised and coordinated all external audits.
- Managed a Network/Hardware Services Operations support team of 35 network engineers.
- Prepared and delivered employee annual performance appraisals, administered employee reward and disciplinary actions, scheduled and coordinated employee PTO, monitored employee case/work load ensuring equitable distribution.

Manager/CPA
Peterson & Company CPA
August 1986 – May 1995
- Planned prepared and reviewed corporate, partnership, individual, fiduciary, gift, and estate tax returns.
- Performed and supervised audits.
- Performed and supervised compilation and review engagements of business entities with annual revenues ranging to $40,000,000.
- Prepared annual reports of pension plans.
- Designed and implemented computer software applications for diversified clientele.
- Provided management and tax advisory services.
EDUCATION

Certified Public Accountant (CPA), 1985
Bachelor of Science in Accountancy (BS), 1977-1981, Villanova University – Villanova, PA
Main Event Management - Model-Netics Management Training Course - 2003

Other Technical Skills:
PeopleSoft, JD Edwards, Great Plains, Sage, Crystal Reports, Symitar, AccPac, Platinum,
QuickBooks, Quicken, Lacerte, Computax, Turbo Tax, Access, Excel, MS Word, Certified CPR
Instructor.

NAME:
Kelly Jo Ann Miller

POSITION:
Director of Regulatory Compliance (1 Full-Time Position)

BIOGRAPHY:

Over the past 15 years, Kelly has established herself as a highly-regarded professional in the human services field. She has a broad range of experience in mental health care and administrative management, and has been directly responsible for regulatory compliance in non-profit corporations in the state of Pennsylvania and brings to the table her skills in assisting organizations with navigating through regulatory standards.

Kelly combines management and supervisory experience in the areas of: Licensing and Regulatory Compliance, Policy and Records Management, Incident Reporting, Maintenance and Operations. In her current position at HoverTech International, she has responsibilities in Contract Administration, Safety and Corporate Compliance, Human Resources Management, and Quality Assurance. Kelly has extensive experience serving as a resource provider and liaison between community programs and the families which they serve, allowing her to ensure that quality systems are in place and functioning according to state expectations.

Kelly holds a Master of Science in Clinical and Counseling Psychology, and is able to take her proficiency as a mental health therapist and effectively correlate that with comprehensive patient
care. Her experience in the field of human welfare and in organizations dedicated to enhancing the quality of life for families and children is an asset to CPG Biotics and its overall mission to serve others.

RESUME:

Kelly J. Miller, M.S.

EXPERIENCE

Contract Administrator
HoverTech International, Inc.
Allentown, PA
October 2016 – Present

- Provide administration of all HoverTech contracts. This position works closely with Customer Service, Marketing teams and Representatives in preparing placement program contracts, distributor contracts, etc. and performs other executive functions on behalf of the company related to contract administration. Provides information, insight and assistance to Senior Management in strategic planning efforts and advises regarding administration of all company contracts. Assists with Safety and Corporate Compliance, Human Resources Management, and Quality Assurance Systems.

Sr. Program Assistant
ChildFirst Services, Inc.
Allentown, PA
October 2012 – September 2016

- Directly responsible for Licensing and Regulatory Compliance for the agency’s 21 foster care group homes. Provide oversight to the agency’s compliance with PA 3800 regulations as they relate to residential services. Supervise: Human Resources, Medication Administration, Records Management, Incident Reporting, Intake Procedures, Maintenance/Operations, Office Personnel, Petty Cash, Child Finances/Bank Accounts, Independent Living Program. Provide overall management for the programs and staff associated with the 21 group homes for youth in the foster care system. Direct report to President/CEO.

Program Supervisor/Mental Health Consultant
Community Services for Children
Allentown, PA.
June 2009 – July 2012

- Supervise Early Childhood Mental Health (ECMH) staff and monitor: caseloads, service hours, program budget, staff training; provide ongoing reflective and clinical supervision to ECMH consultants. Provide professional development workshops and educational trainings for early learning staff and the families they serve in the Northeast, PA region. Conduct observations, complete social and emotional and developmental screenings, develop an individualized action plan, and provide assistance with referrals to community supports. Conduct community outreach and bridge the systems and services on behalf of the child, family and program.

**SKILLS**
Supervisory and leadership experience; excellent organization and multi-tasking capabilities; exceptional verbal and written communication skills; adept at relationship-building, interpersonal skill-building.
Proficient computer skills in Microsoft Office/Word/Excel/Outlook/Power Point; Workflow Modules.

**EDUCATION**

Master of Science in Clinical and Counseling Psychology, Generalist Curriculum, May 2006
Chestnut Hill College, Philadelphia, PA, at DeSales University Campus, Center Valley, PA

Bachelor of Arts in Social Relations, January 1998
Lehigh University, Bethlehem, PA Dean's List, Fall 1994

**NAME:**

Cynthia Joy Strohl

**POSITION:**

Head of Growing-Processing (1 Full-Time Position)

**BIOGRAPHY:**

As a multidisciplinary Quality Assurance professional with 17 years of experience Mrs. Strohl began in the industry as a Principal Chemist and grew through subsequent roles as Quality Engineer, and eventually Regulatory Compliance and Quality Manager. With 13 years in the pharmaceutical and chemical industries at Mallinckrodt Baker, she moved from Quality Engineer to the medical device field as Quality and regulatory Manager at a start-up clinical diagnostic device company in Bethlehem Pa. There, Mrs. Strohl developed the skills for design control and ISO 13485 compliance rounding out her quality systems management and document control strengths.
Currently Mrs. Strohl holds the Quality Assurance/Compliance Manager role at FedEx Supply Chain in Tobyhanna PA as the third party logistics company which manages 40% of Johnson & Johnson’s consumer distribution in North America. She has built a well-rounded understanding of a various industries and processes from manufacturing, research, startup ventures, and customer focused service industries. Having experience in the implementation of quality management systems, product development, and maintaining compliance through the audit process including FDA; European, British, and Japanese Pharmacopeia’s; and the European Medical Device Directive, she has ensured continued compliance and product safety and efficacy throughout each company she has supported.

Mrs. Strohl holds a BS in Biology, Internal Auditor certification and multiple training certificates ranging from equipment validation, root cause analysis and statistical process control.

RESUME:

Cynthia Strohl

WORK EXPERIENCE

Quality Assurance, Compliance Manager
GENCO Inc.
Tobyhanna, PA
March 2015 – Present

- Oversight of facility quality management system in distribution center servicing 40% of all Johnson & Johnson consumer division product distribution.
- Management of direct reports.
- Strong customer relationship through compliance of established J&J quality systems.
- Key stakeholder in the growth of GENCO and FedEx quality initiatives and new business quality implementation.

Quality Assurance / Regulatory Compliance Manager
Saladax Biomedical Inc.,
Bethlehem, PA
October 2012 – June 2014
• Oversight of company quality management system in ISO 13485 certified facility.
• Audit Lead
• Regulatory Affairs Managers
• Facility Safety Officer
• Trainer / Presenter
• Supplier Quality Management

**Quality Engineer**
Avantor Performance Materials
Phillipsburg, NJ
*October 2000 – October 2012*

• Liaison for company quality between Manufacturing, QC, Distribution and Procurement, and R&T, Marketing, Sales and customers.
• Aided in financial gain for Specialty Chemicals, Micro Electronics and Solvents Division.
• Management of change.
• Process Control System.
• New product set up, process validation and final product launch.

**Principle Chemist** (Senior Quality Control Chemist, Salts and Acids Specialist)
• Use of all instrumentation; auto-titrator, surface area analyzer, UV, Fluorescence, AA spectrophotometer, GC, PH, KF, and other.
• Laboratory instrumentation trainer.
• Trainer of newly hired chemists.
• OOS Investigation.
• SPC laboratory/Quality efficiency
• Responsible for capital expenditure requests for laboratory.
• SOP writing and implementation.
• Laboratory safety coordinator.
• Responsible for laboratory reagents and solutions, validation protocol and testing.
• Advanced high and hiring position of entry level technician to principle chemist within the QC department before promotion to QA as a quality engineer.

**EDUCATION**

*B.S., Biology* - Concentration in physical therapy. Completed 32 credits in required chemistry courses.

**ADDITIONAL TRAINING**
Beginning and advanced credited courses in GMP compliance in the laboratory.
- Certified Internal Auditor (ISO 9001)
- Pittsburgh Conference short courses in practical equipment qualification for regulated laboratories, and implementing laboratory IT projects.
- Company-sponsored quality training programs.
- Participated in the implementation of 5S activities and lean manufacturing projects.

**TECHNICAL/COMPUTER LITERACY**

- Excel
- Word
- SAP
- Calibration Manager
- MP2 System
- Master Control
- Minitab
- NWA Quality Analyst

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**NAME:**
Greg West

**POSITION:**
Director of Security and Anti-Diversion (1 Full-Time Position)

**BIOGRAPHY:**

Greg West, **Chief Executive Officer**, of SaberOne Security Solutions, LLC (SOS), is the visionary behind this safety and security business. He envisioned a security guard service that has grown into an organization that provides armed and unarmed security guards and patrol services, private detective services, investigation services, asset transport services, risk assessment and management, loss and theft prevention and cyber security services. Most recently, Mr. West is happy to announce the addition of Medical Marijuana safety and security services for the newly approved dispensaries in the state of Maryland.

Mr. West has over 15 years of Federal, state and local law enforcement experience. Additionally, Mr. West holds a Federal Top Secret clearance. He was hired by the U.S. Department of Homeland Security, National Capital Region, where he became a Special Agent. He was assigned to the Immigration and Customs Enforcement, Fugitive Operations Unit, where he worked with the US Marshals Service, Capital Area Regional Fugitive Task Force. He was detailed to the US Air Marshal where he received specialized tactical training to combat dangers onboard commercial flights.
Mr. West’s dedication to law enforcement started early in his professional career, working as a security officer for many years, in Jacksonville, Florida. His close working relationship with the Jacksonville Sheriff’s Office, instilled hope that he would one day realize his dream career in law enforcement—the birth of SaberOne Security Solutions, LLC.

Mr. West began his criminal justice career, in 1998, having graduated from the St. John’s Criminal Justice Academy receiving his State of Florida Law Enforcement Certification. He started his full-time law enforcement employment in 2001 where he worked as a Narcotics Detective, assigned to the Putnam County Sheriff’s office Drug Enforcement Unit. In 2002, he received his Associates degree in Criminal Justice. From that moment to present day, Mr. West has enjoyed a personally and professionally rewarding career in law enforcement.

RESUME:

Gregory Ramond West

WORK EXPERIENCE

Deportation Officer
Department of Homeland Security
May 2007 - Present

- Maintain a docket consisting of over 100 criminal and non-criminal fugitive aliens.
- Assume role as Acting Supervisory Deportation and Detention Officer, Fugitive Operations.
- Work closely with the United States Attorney's Office with preparing criminal complaints for criminal prosecutions.

Special Agent (ASSIGNED)
Department of Homeland Security
Fairfax, VA
November 2006 – May 2007

- My primary duty was being responsible for the apprehension and removal of persons who have been ordered deported or otherwise required to depart from the United States by an Immigration Judge.
• I conducted comprehensive investigations related to alleged or suspected violations of immigration laws, regulations and policies. I collected, recorded, analyzed, processed and disseminated sensitive intelligence necessary for the apprehension, prosecution and possible removal of suspected person(s).

Special Agent, Immigration and Customs Enforcement
Department of Homeland Security
March 2005 – November 2006

• I was a Special Agent, 1811, with the United States Department of Homeland Security, Federal Protective Service, assigned to the National Capitol Region.
• Conducted thorough and comprehensive criminal and non-criminal investigations involving violation of federal and state statutes. I analyzed criminal complaints to determine certain patterns and trends of criminal acts and recommend appropriate action to be taken. Investigations Offices.

EDUCATION

ICE-DOTTP-807 GlynCo, GA
Technical or Occupational Certificate
June 2008

Relevant Coursework, Licenses and Certifications:
ICE Detention and Removal Operations, Deportation Officer Transition Training Program.

FOTP-0708 GlynCo, GA United States
Technical or Occupational Certificate
July 2007

Relevant Coursework, Licenses and Certifications:
ICE Academy, Fugitive Operation Training Program

FLETC/ CTP-523 GLYNCO, GA United States
Technical or Occupational Certificate
June 2005

Credits Earned: 540
Relevant Coursework, Licenses and Certifications:
Graduate of the Criminal Investigator Training Program, CITP-523.

FLETC GLYNCO, GA United States
Technical or Occupational Certificate
April 2003
**Major:** Mix Basic Police Training  
**Relevant Coursework, Licenses and Certifications:**  
Received training in officer Safety and Survival, Communication and Interviewing, Criminal Law, Detention and Arrest, Narcotics, Dynamics of Terrorism, VIP Protection, Physical Security, Firearms, Physical Techniques and Driver Training.

Florida Metropolitan University Jacksonville, FL United States  
Associate's Degree 05/2001  
**GPA:** 3.5 of a maximum 4.0  
**Major:** Criminal Justice **Honors:** Magna Cum Laude

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**NAME:**

Isabelle Julie Werkheiser

**POSITION:**

Director of Marketing (1 Full-Time Position)

**BIOGRAPHY:**

Isabelle brings over 25 years’ of experience in the medical device industry to CPG Biotics. She has a broad range of experience in product management, sales, and training within the medical device industry. As a business leader in fortune 500 companies such as Olympus America, B Braun Medical, and Aesculap, she has had the experience of strategic business planning and marketing management. In 2012, she brought this experience to HoverTech International where she established the product management function of the company.

In her previous positions in product management she has successfully strategized, launched, and supported products to a variety of healthcare market segments. Her experience in healthcare allows for effective interaction and communication with all levels of clinical staff and patients. Isabelle received her Bachelor of Science in International Affairs from University of Maine, Orono and she earned her Master’s in Business Administration from DeSales University, Center Valley, PA.
RESUME:

Isabelle Werkheiser

WORK EXPERIENCE

Director of Marketing
HoverTech International
Bethlehem, PA
2012-Present

Direct all strategic and tactical activities for company-wide marketing activities including product management, trade show management, marketing communications and sales training. Directly manage 4 employees and a $600K budget.

• Established first formal marketing department for company encompassing standards for professional product launches, market research, case studies, and professional sales training classes
• Developed custom lead tracking system with metrics and accountability to increase follow up compliance by 70%
• Achieved a 35% compounded annual growth rate over the last four years

Director, Educational Services
Olympus America Inc,
Center Valley, PA
2005-2011

Recruited to lead the newly formed Educational Services department encompassing education initiatives for physicians, nurses, and Olympus sales and support organizations. Working closely with sales and marketing, supported three medical divisions with three teams (18 employees) and a $2.5M budget.

• Developed marketing Centers of Excellence program with key opinion leaders and drove 20-50% sales growth in premium products
• Launched sales process/coaching skills which resulted in an ROI of 7.3% of sales
• Promoted to level 2 director
• Selected by CEO as mentor for Olympus Fellows Program

Sr. Product Manager, Endotherapy
Managed multiple lines of GI disposable products totaling $35M in sales, representing over 65% of departmental revenue. Directed all aspects of product management, cross divisional
sales programs and GPO/IDN pricing strategy. Supervised 2 direct reports.

- Increased sales by 23% through GPO initiatives and leveraging programs
- Developed the first advanced training program focused on business strategy and leveraging cross departmental customer solutions
- Promoted to level 1 director for Educational Services

**Sr. Modality Manager**  
Draeger Medical Inc.  Telford, PA  
2003-2005

Managed capital equipment and consumable product lines achieving $45M in sales for the Perioperative, Critical Care, and Perinatal Care areas. Directed strategy and tactics for $750K budget and supervised 2 product managers.

- Launched new patient monitoring platform in conjunction with ad agency to include public relations strategy, key messaging, and advertising
- Increased sales 12.5% over prior year
- Developed first business plan and competitive analysis for accessories and consumables resulting in price transfer reductions to drive sales channel and margin goals

**Product Manager, Services**  
Aesculap/B. Braun Medical  
1998-2003

Led $11M Services business which included surgical instrument/equipment repair, per procedure programs for general surgery and orthopedics, and consulting. Developed surgical programs with joint venture company to include procedure research, financial modeling, equipment and device planning, and launch.

- Increased per procedure program revenue from $800K to $6M by expanding into new surgical procedures, promotion and field support
- Developed first case studies to support Total Instrument Quality initiative illustrating customer savings of 22-50%

**Wound Care Consultant**  
Pegasus Airwave  
Boca Raton, FL  
1996-1998

Sold support surface therapies to Hospital, Long Term Care, and Home Care markets. Negotiated pricing and contracts with customers, worked with Medicare and private insurance to confirm and process benefits. Provided CEU training and clinical rounds support to
physicians and nursing staff.
  • Received 1997 Wound Care Consultant of the Year award, promoted to trainer
  • Grew expansion territory from #72 ranking (out of 76) to #10

Territory Manager
Hollister Inc.
Libertyville, IL
1993-1996

Sold ostomy, wound care, and incontinence disposables in $1.3M territory servicing the Hospital, Home Health, and Retail markets. Negotiated contracts and facilitated product sales through distribution channel.
  • Increased primary product line by 20% in institutional sales

Marketing Representative
Hospital Central Services (GPO)
Allentown, PA
1989-1993

Sold memberships and promoted 200+ national and regional contracts to Hospital and Alternate Care facilities. Developed and maintained portfolio of $14.8M in gross sales.
  • Increased membership by 30% and gross sales by 54%

EDUCATION

Master’s in Business Administration 2004
Marketing Concentration
DeSales University
Center Valley, PA

B. A. International Affairs
Minor in French
University of Maine
Orono, ME

Seminars
  • Social Media for the Medical Device Industry
  • Consultative Selling Skills & Sales Coaching
  • Kellogg Medical Strategic Marketing
  • Strategic Insight for Medical Marketers
  • The Effective Product Manger
  • The Successful Training Director
  • Train the Trainer
  • Measuring and Evaluating Learning
  • Training ROI
  • Senior Executive Presentation
NAME:
Stefan Wawzyniechi

POSITION:
Director of Growing-Processing (1 Full-Time Position)

BIOGRAPHY:

Stefan has degrees in Chemistry (BS University of Massachusetts), and Environmental Sciences and Technology (MS Rensselaer Polytechnic Institute/HGC). He has spent 40+ years employed in the areas of environmental health and safety, regulatory compliance, and risk assessment. His employers include both federal and state agencies, private consulting firms, academic institutions, and large corporations. Stefan’s work has been published in EPA archives, and for the Journal of Chemical Health and Safety, of which he is the Associate Editor.

Stefan is board certified in three disciplines: Certified Industrial Hygienist CIH, Chemical Hygiene Officer CCHO, and Hazardous Materials Manager CHMM. He is Past Chair of the American Chemical Society’s Division of Chemical Health and Safety, where he helped promote a subdivision for Cannabis Chemists. Stefan currently works for the University of Connecticut, where he assesses risks in animal research involving chemo therapeutics and novel drugs, and teaches as an adjunct professor.

RESUME:

STEFAN WAWZYNIECKI, CIH, CHMM

EXPERIENCE/ACCOMPLISHMENTS:
1990 - Present
University of Connecticut at Storrs; Chemical Health & Safety Manager/Chemical Hygiene Officer- responsible for managing hazardous waste program on campus, and overseeing a laboratory safety program; assist in environmental projects such as landfill remediation, demolition and renovation projects; review new architectural design plans; provide University employees with training, and oversee budget for hazardous waste costs. Projects include implementing an environmental audit program and developing emergency spill response procedures; accomplishments include writing and updating a Chemical Hygiene Plan
and a Waste Management Manual, with subsequent implementation of each; creating and managing a LISTSERV dedicated to laboratory safety issues. Participated in developing Climate Action Plan, Environmental Management Plan, and Recycling Plan. Initiated cloud-based chemical inventory system. Perform risk assessment for chemicals used in animal research. Implemented a bar code based chemical inventory system.

Adjunct Faculty for Department of Allied Health (UCONN) since 2007-Hazardous Waste Operations & Emergency Response (AH 3275); Instructor for Continuing Studies, on-line teaching (Principles of Industrial Hygiene), and First Year Programs (First Year Experience taught five semesters).

Committees and Teams appointed to: Laboratory Safety; Environmental Health & Safety; Growth & Development; Climate Action Task Force; Environmental Compliance Team; Regional Campus Environmental Compliance Team; Laboratory Design Standards Team; Public Health Incident Response Team.

Assisted University IACUC for preparation towards AAALAC accreditation site visit.

2008- Present

Three Rivers Community College, Norwich, CT; Adjunct Faculty, Department of Environmental Engineering; Courses taught: Hazardous Waste Operations & Emergency Response; OSHA Fundamentals.

1988 – 1990

Fuss & O'Neill Environmental, Inc., Manchester, CT; Director of Operations, including duties of Laboratory Manager, Personnel Administrator, and Business Manager; Clients included governmental agencies, municipalities, and private businesses. Primary services included water/wastewater analytical methods such as gas chromatography, spectrophotometry, and colorimetric tests

1981 - 1988

Hartford Insurance Group, Hartford, CT; Industrial Hygienist/Laboratory Manager for Environmental Sciences Unit - maintained AIHA accreditation for the company, performed environmental audits and evaluations for hazardous exposures, and conducted training seminars regarding environmental issues. Conducted loss control services for clients to limit claims due to occupational health hazards.

1977 - 1981

TRC Environmental Consultants, Inc., East Hartford, CT; Project Chemist - participated in projects in areas of wastewater, solid wastes, indoor air quality and stack testing. Performed chemical analyses according to EPA methods.

1974 - 1977

Massachusetts Department of Environmental Protection, UMASS-Amherst; Chemist - soils, water testing, pesticide residue determinations and toxicological analysis of animal organs.
EDUCATION:

2015  Emergency Management Institute/FEMA; “Multi-hazard Emergency Management for Higher Education”, Wesleyan University, Middletown, CT

2015  Emergency Management Institute/FEMA; “Introduction to the Incident Command System for Higher Education”; On-line course

2014  Emergency Management Institute/FEMA; “FEMA Safety Orientation”; On-line course


1974  University of Massachusetts-Amherst, MA
      Bachelor of Sciences, Chemistry, ACS accredited program

1981  Rensselaer Polytechnic Institute/Hartford Graduate Center
      Master of Sciences, Environmental Sciences & Technologies

ACHIEVEMENTS:

1987  Board Certified Industrial Hygienist - #3688 ABIH
      American Board of Industrial Hygienists

1990  40-hour Hazardous Waste Operations/Emergency Response initial training; Annual refresher training maintained.

1991  40-hour DOT course on Hazardous Materials compliance; Annual refresher training maintained.

1997  Board Certified Chemical Hygiene Officer- #2425 NRCC
      National Registry of Certified Chemists

2001  Board Certified Hazardous Materials Manager- #10741 IHMM
      Institute of Hazardous Materials Management

2008  Recipient of the Tilmanns-Skolnick Award for Outstanding LongTerm Service in the Division of Chemical Health & Safety, American Chemical Society.

PUBLICATIONS (recent):

“HAZWOPER for College Credit”, *Journal of Chemical Health & Safety, May/June, 2009*

“TSCA compliance options- Easy to be Hard”, *Journal of Chemical Health & Safety, Sept/Oct 2008*

“The Habits of Effective Lab Inspectors”, *Chemical Health & Safety, Vol 8, No. 2, March/April 2001*

"Regulatory Fear & Loathing on Campus”, *Chemical Health & Safety, Vol 6, No. 2, March/April 1999*

MEMBERSHIPS:

American Chemical Society (ACS)- Program Chair National Meetings
Chemical Health & Safety Division of ACS, 2005-2009
Chair, Division of Chemical Health & Safety, ACS, 2010
President (1992) Connecticut Chapter AIHA
Alliance of Hazardous Materials Professionals

RESEARCH/SPECIAL PROJECTS:

1. Developed protocol and monitored environmental tobacco smoke markers, and combustion by-products in office environment as part of OSHA fact finding for estimating risk from second hand smoke; Philip Morris; presented findings before OSHA panel, Washington DC for developing an IAQ standard.
2. Developed protocol and conducted risk assessment of Ethylene Oxide exposure to nurses in surgical suite. Johnson & Johnson.

RELATED ACTIVITIES:

1. Editorial Board Member since 2001, *Journal of Chemical Health & Safety*
2. January, 2009- ACS Division Leaders Conference/ ACS Leadership Institute
1. Use of novel nanoparticle vaccines in mice.
2. Use of nanocarriers/nanoformulations of antineoplastic agents in mice.
3. Research involving harvest of tissues which have been exposed to Acetylcholine, Atropine, Isoproterenol, and Histamine.
4. Use of the use of Streptozocin (STZ) to induce diabetes in rats.
5. Assess risk of using carbon tetrachloride, N-nitrosodiethylamine, and Sodium arsenite to induce hepatocellular carcinoma in mice.

EXTRACURRICULAR ACTIVITIES
1. Faculty Advisor for UConn Vietnamese Student Association
2. Faculty Advisor for UConn Habitat for Humanity- assisted group prior to their deployment to Gulf to rebuild New Orleans
3. Volunteer for the Haitian Health Foundation, Norwich, CT; Participated in post-earthquake relief efforts in Jeremie, Haiti.
4. Volunteer at St Patrick & St Anthony (Hartford) church – supported women’s shelter
5. On-going goal to ascend multiple peaks in Presidential Range-White Mountains, New Hampshire

NAME:
Marzena Bieniek, MD

POSITION:
Chief Medical Officer (1 Full-Time Position)

BIOGRAPHY:
Born and raised in Zakopane, Poland, Dr. Bieniek had a passion for medical practice very early on in life. In Poland, Dr. Bieniek graduated from the Jagiellonian University Medical College in 1984. Dr. Bieniek migrated to the U.S. where she became a licensed physician. Dr. Bieniek works in Whitehall, PA and specializes in Rheumatology. In addition, she is also affiliated with St Luke's Hospital. Dr. Bieniek brings with her, a comprehensive understanding of patient issues, and the need for comprehensive care to the CPG Biotics team.
Her 33 years of experience in the medical field, particularly addressing issues of pain management, will be an asset to medical marijuana patients. Her extensive list of publications within the medical field demonstrates her deep knowledge of pain management issues and her concern for the overall well-being of her patients. In her career, Dr. Bieniek has received outstanding awards such as; Patients’ Choice Award, On-Time Doctor Award and the Compassionate Doctor Recognition Award.

RESUME:

MARZENA LILIANA BIENIEK, MD

WORK EXPERIENCE

East Penn Rheumatology Associates, PC
July 1994 – December 2003

- Internal Medicine
- Rheumatology

Solo Rheumatology Practice
January 2004 - Present

- Internal Medicine
- Rheumatology

EDUCATION

Medical Doctor Diploma
Facility of Medicine of the Medical Academy, Cracov
October 1979 – June 1984

Residency in Internal Medicine, St. Luke’s Hospital, Bethlehem, PA
June 1989 – July 1984

Fellowship, Rheumatology, St. Luke’s Roosevelt Hospital, NY

License: Pennsylvania MD-052561-L
DEA: Pennsylvania BB3709613

Awards: 1976 National Awards in Chemistry

Membership in Professional society:
- 1989 American College of Physicians
- 1994 American College of Rheumatology

Examinations:
- Dec. 2016 Rheumatology Board Certified
- Nov. 2003 Internal Medicine and Rheumatology Certified
- Nov. 1994 Rheumatology Board Certified
- Sept. 1992 Internal Medicine Board Certified
- Dec. 1988 Federal Licensing Examination (FLEX)
- July 1988 Foreign Medical Graduate Examination in the Medical Sciences

Research Interests: Antiphospholipid Syndrome & SLE

Publications:
Nguyet-Cam Vu Lam, MD; Maria V. Ghetu, MD; Marzena L. Bieniek, MD
Systemic Lupus Erythematosus: Primary Care Approach to Diagnosis & Management American Family Physician, 2016 Aug 15; 94(4):284-294

Apolipoprotein Al, a chronic modulator of long term cardiovascular morbidity, may play a minor role in acute events associated with the anti-phospholipid syndrome. (Abstract ACR Conference 1993)

NAME:
Ted Flowers

POSITION:
General Counsel (2 Full-Time Positions)

BIOGRAPHY:
Mr. Flowers is a lifelong resident of the Philadelphia area, having graduated from St. Joe’s Prep, St. Joe’s University, and Temple Law School, and remains actively involved in his community. A trial attorney for 19 years, the last 15 of which he spent practicing with a prestigious national litigation firm where he handled diverse matters including those involving catastrophic injuries
and complex commercial issues. In November of 2016, he joined forces with Justin Moriconi to establish Moriconi Flowers, Ltd. The primary focus of this new practice is in the areas of cannabis business development and compliance, premises liability, transportation, and commercial litigation, representing clients in the marijuana, insurance, trucking, and gas & oil industries.

As a litigator, Mr. Flowers has argued before state and federal appellate courts in Pennsylvania and New Jersey, as well as 1st chaired multiple jury trials through verdict. He has extensive experience in assorted licensing matters, representing hotels, bars, restaurants, distillers, and distributors through all stages of the liquor licensing and regulatory process, and used this expertise to become experienced in the emerging cannabis field. Specifically, in addition to litigation in the insurance defense and personal injury settings, over the past few years Mr. Flowers developed an interest and practice in the regulated cannabis business investment and consulting areas and is actively involved in entity formation, cannabis business permitting, expansion, and ancillary legal services including contract drafting, enforcement, and litigation. With his extensive background representing motor carriers and similar entities, he also represents businesses involved in the service and support of cannabis growing/processing and dispensing entities.

Mr. Flowers regularly lectures on various topics on a local and national level in the commercial cannabis, security, insurance and litigation space. Dedicated to serving his community, Mr. Flowers avidly supports his community through volunteerism and has been consistently named to the First Judicial District of Pennsylvania Pro Bono Honor Roll for having represented indigent clients in diverse legal matters, including representing animal welfare groups in the Philadelphia region.

Mr. Flowers is a member of the Pennsylvania Bar Association, the New Jersey Bar Association, American Bar Association, DRI, CLM, and National Cannabis Bar Association, in addition to multiple other civic associations. He is admitted to practice in multiple state and federal courts in Pennsylvania and New Jersey.

**RESUME:**

Theodore C. Flowers, Esquire
WORK EXPERIENCE

Owner/Shareholder
Moriconi Flowers, Ltd.
Philadelphia, PA
November 1, 2016 – Present
• Trial Attorney
• Lead Counsel on multiple commercial and personal injury matters in state and federal courts. Attorney/Consultant for Regulated Markets.

Attorney/Shareholder
Segal, McCambridge, Singer & Mahoney, Ltd.
Philadelphia, PA
February 5, 2001 - October 31, 2016
• Trial Attorney
• Managed state and federal litigation for national and international clients
• Tried multiple cases to verdict and participated in dozens of arbitrations and mediations of personal injury, product liability, and commercial litigation matters.

Attorney/Shareholder
Dennis George & Associates
Philadelphia, PA
January 1998 - February 2001
• Trial Attorney
• Managed state and federal litigation for commercial clients

Legal Intern for the Honorable James Melinson
USDC for the Eastern District of PA
Philadelphia, PA
June 1995 - December 1997

EDUCATION

Temple University School of Law
Juris Doctor
Philadelphia, PA
August 1994-May 1997
Clients in emerging markets are well served by Justin Moriconi’s civil litigation practice with a focus on energy, regulated cannabis, and hemp markets. Business investment, consulting, formation, permitting, expansion, lease drafting and negotiation, contract drafting and enforcement, commercial agreements, lending documentation, and litigation are all served by Mr. Moriconi in a breadth of industries. He regularly lectures on various topics, continuing legal education, and works with the most qualified and successful professionals in their respective trades.

Mr. Moriconi worked up through the ranks, through law school and at law firms, shaping his unique ability to attack legal problems from all sides. A litigator by trade, Mr. Moriconi served as clerk to one of the most progressive and voluminous civil litigation programs in the United States at the Philadelphia Court of Common Pleas. He went on to private practice at a boutique commercial litigation firm garnering practical experience at breakneck speed. During almost six years at a large litigation law firm, Mr. Moriconi began working with Mr. Flowers and started serving clients in regulated markets.

Mr. Moriconi appears in Court’s all over Pennsylvania and New Jersey. He has represented parties in adversary proceedings in the United States Bankruptcy Court for the Districts of Delaware and Pennsylvania. Mr. Moriconi currently concentrates in oil and gas litigation, trust petitions, and lease disputes in the Marcellus Shale region of Pennsylvania and New York.

With over a decade of experience in complex civil litigation, motor vehicle defense, injury and toxic exposure defense, and municipal liability defense, Mr. Moriconi offers a robust legal foundation for a burgeoning transactional practice. Exemplar engagements include: multi-million-
dollar investment deal closings, forced high six figure settlement in commercial breach of services contract matters, contract negotiations adding six figure short-term value and future pension for a licensed professional with commercial enterprise, saving a small business long-term reduction on construction workmanship claims, construction defect claims against a large regional builder, workers compensation, and tort matters.

Mr. Moriconi regularly donates his legal expertise pro bono. He has worked with many of the Delaware Valley's Legal Aid services and also takes on pro bono matters privately and confidentially. Mr. Moriconi has served on the fee dispute committee of the Philadelphia Bar Association and routinely sits as an arbitrator in the Philadelphia Court of Common Pleas. Mr. Moriconi is a graduate of St. Joseph's Prep, with a dedication to being "a lawyer for others".

RESUME:

JUSTIN S. MORICONI, ESQUIRE

WORK EXPERIENCE

Partner
MORICONI FLOWERS LTD.
ELKINS PARK, PA
OCTOBER, 2016 – PRESENT

- Regulated cannabis business consulting, formation, permitting, investment, expansion, and ancillary legal services, such as: lease drafting and negotiation, contract drafting and enforcement, commercial agreements and lending documentation, and litigation.
- Oil and Gas litigation, trust petitions, and lease disputes in the Marcellus Shale.
- Heavy commercial litigation and a growing landlord/tenant practice.
- Toxic Exposures and contamination claims.
- Personal injury and transportation litigation.

Attorney
SEFAL MCCAMBRIDGE SINGER & MAHONEY, LTD.
PHILADELPHIA, PA
OCTOBER 2010 – OCTOBER 2016
- Regulated Substances business development and practice group formation.
- Represented Marcellus Shale hydraulic fracturing oil owner and operator against claims of methane migration into the underground aquifers of 59 plaintiffs alleging multiple federal and state regulatory violations and torts.
- Motor vehicle defense, carbon monoxide exposure defense, municipal liability defense in Pennsylvania and New Jersey.
- Coordinating counsel duties for industrial crane manufacturer for asbestos products liabilities.

**Associate**
**ALAN L. FRANK LAW ASSOCIATES, P.C.**
**ELKINS PARK, PA**

**OCTOBER, 2010 - AUGUST, 2008**

- Commercial litigation and business disputes with heavy case load and client management.
- Briefed and argued motions, trial preparation, arbitration, and alternative dispute resolution.
- Pertinent matters included practice in federal and state courts in the Third Circuit, for example:

**Team Leader, Major Jury, Philadelphia Court of Common Pleas**
**Judicial Law Clerk**
**THE HONORABLE SANDRA MAZER MOSS**
**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**
**PHILADELPHIA, PA**

**JANUARY 2006 - AUGUST 2008**

- Served as Judge Moss’ only law clerk: management duties for over 6,000 civil cases in 2006 forward and from 2003 backward; prepared memoranda for Judge Moss recommending action on all motions decided by the Court; researched and drafted all opinions with no reversals.

**EDUCATION**

**WIDENER UNIVERSITY SCHOOL OF LAW**
**2006**
**WILMINGTON, DE**

*J.D., Judicial Extern Honors Program*

**CLEMSON UNIVERSITY**
**2000**
**CLEMSON, SC**

*B.A. (Criminal Justice)*

**ST. JOSEPH’S PREPARATORY SCHOOL**
**1996**
**PHILADELPHIA, PA**
NAME:

Frank Cruz

POSITION:

Chief Information Officer (1 Full-Time Position)

BIOGRAPHY:

Mr. Cruz is a network administrator with a technological background of over 20 years. His areas of expertise include networks, security, LAN/WAN protocols, and systems. With the ever-changing advances of technology; Frankie focuses on providing secure long term solutions. He currently serves as a technical lead for Lehigh Carbon Community College; and has chaired the IT Committee for Habitat for Humanity of the Lehigh Valley. Prior to that; he has worked for Starwood Hotels and Resorts, Interactive Data, and Thomson Financial.

In his current role as the Network Administrator for Lehigh Carbon Community College, he not only possesses full knowledge of their current infrastructure and needs of all their users; but also anticipate the growing needs of their campus moving forward. As the technical lead responsible for the design, implementation, operation, stability, and security of our network topology; Mr. Cruz’s capacities include but are not limited to Network, Wireless, Firewall, Proxy, Shaping/Optimization, Intrusion Detection/Prevention, Project Planning/Management, Break/Fix, and Contingency. In addition, Mr. Cruz provides technical advisement and/or insight to application teams and upper management as requested. As a member of Infrastructure Services, he drives diverse efforts in maintaining our current topology while evaluating potential solutions for technical advancement with respect to the mission and goals of their campus.

In past roles throughout his corporate career, Mr. Cruz’s background includes all types of skill sets; as well as VoIP at an enterprise data center capacity. He has extensive experience in engaging with service providers, business units, project managers, site counterparts; as well as users on a routine basis. In addition, Mr. Cruz managed a team of twelve engineers within a 24/7 data center environment; and also created a Help Desk team with procedures.

RESUME:

Francisco Cruz
WORK EXPERIENCE

Network Administrator
Lehigh Carbon Community College - Schnecksville, PA
September 2010 – present

- Assigned as L3 Network Administrator with emphasis on Network and Security in managing campus networks in Schnecksville, Allentown, Tamaqua, and Jim Thorpe campus locations.
- Spearheaded, designed, and implemented IDS/IPS and content filtering solutions in compliance with the Higher Education Opportunity Act (HEOA) and Digital Millennium Copyright Act
- Holds multiple responsibilities to configure, install, and administer network infrastructure and security solutions supporting users at staff, faculty, and student capacities.
- Manages campus LAN/VLAN topology under HP/3Com switch fabric architecture, as well as managed WAN connectivity in conjunction with local Internet Service Provider (PTD). Manages campus Wireless connectivity using Aruba Networks including ClearPass.

Data Analyst
Flowserve Corporation
Phillipsburg, NJ
May 2009 – September 2010

- Assigned as primary IT support with emphasis on IPT VoIP supporting North America, South America, EMEA, and APAC regions within AT&T Managed Network.
- Configures and troubleshoots Cisco Unity Express VoIP used for satellite/SOHO deployments.
- Configures and troubleshooting Cisco Aironet 1240 series Wireless Access Points under Cisco Wireless LAN Controller (WLC) management.
- Provides information security and/or firewall advisement as needed.

Administrator / Network Data Analyst
Starwood Hotels and Resorts
Braintree, MA Firewall
June 2007 – November 2008

- Defined, created, and validated firewall policies on Cisco FWSM (PIX) and Nokia Checkpoint appliances managed under Checkpoint Provider-1 (NGX R65) for corporate and property networks.
- Created and maintained network data analysis documentation including monthly analysis stewardship reports for upper management using VitalNet, nPO Visualizer Microsoft Office, and Visio.
• Headed weekly and monthly project meetings with Network technology groups in prioritizing and updating project statuses and minutes documentation.
• Managed support ticket flow under HP Service Desk (OVSD), Rational ClearQuest, and Service-Now in handling firewall and network incidents.

**EDUCATION**

• A.A.S CIT Networking - *Northampton Community College* – Bethlehem, PA 3.50GPA
• Cisco Certified Network Associate (CCNA) - Cisco Systems - 2000-2004
• Data Communications / SNA Protocols - *NYU School of Continuing Education* - 1990-1991

**AFFILIATIONS**

• Phi Theta Kappa – Tau Gamma chapter – Inducted Feb 2010
• IT Committee Chairman – Habitat for Humanity of the Lehigh Valley – 2011-2015
• InfraGard – Philadelphia chapter – 2012
• Member of J Simpson Africa Lodge #628, F. & A.M of Pennsylvania.

**TECHNICAL SKILLS**

• Layer 2: Ethernet, HDLC, STP, VTP, VLAN, FDDI, PPP, and ISDN.
• Layer 3: IGRP, EIGRP, IPSec, RIPv1/2, OSPF, NAT/PAT, ACL, VPN, BGP
• Telecomm: Telco dial, DSL, Sw56, T1/E1, T3/E3
• Frame Relay, ATM, MPLS
• Firewall with Cisco PIX/FWSM/ASA, Check Point, SonicWALL, ZyWALL, NetScreen, Palo Alto
• IDS/IPS with HP TippingPoint
• Proxy/Content Filtering/Shaping with Blue Coat ProxySG and PacketShaper
• Antivirus with Blue Coat AV
• SSL-VPN with Citrix NetScaler and Check Point Mobile Access.
• ISDN BRI/PRI, DDR, and Asynchronous solutions
• WLAN Administration under Cisco Aironet and Aruba Networks
• HP/3Com Comware command set
• Cisco IOS/CatOS command set
• Cisco VoIP via CallManager, Unified Communications, and Unity Express.
• Linux: Debian/Ubuntu, Slackware, GNU/Linux, RH/Fedora/CentOS, BSD, Sun/Solaris, HP/UX.
• Mac OS X 10.0 to current.
• Network Analysis Tools: VitalNet, Sniffer, nPO Visualizer, MRTG, NMIS, Wireshark/Ethereal, Fluke Optiview and LinkSprinter
• Incident Management: HP Service Desk (OVSD), Rational ClearQuest, Service-Now, ServiceCenter, AT&T Business Direct, TrackIT
• Firewall Analysis Tools: Checkpoint Provider-1 (NGX R65 to 75.10), RSA enVision.

References are available upon request

Avis Bulbulyan
Chief Executive Officer
SIVA Enterprises (Formally known as Bulbulyan consulting group)
Glendale, CA
2012 – Present
Siva Enterprises is a nationally recognized top tier consulting and management company specializing in the cannabis industry with divisions is consulting, management, ventures, and brands. SIVA boasts one of the highest success rates for state cannabis licenses nationwide in competitive and highly regulated markets. SIVA has assisted clients in obtaining their state licenses across the country and has assisted regulators with developing responsible regulations at both the state and local level. The following are highlights of SIVA’s success involvement in the cannabis industry:
• Massachusetts – Received the highest score in the state (160/163) and represented the only group to secure the maximum allowed licenses, 3 out of 3.
• Nevada – Secured 4 out of 5 licenses applied for;
• Illinois – Secured 2 out of 3 licenses applied for;
• New York – Received the highest score in Western New York but missed the overall bid by 3 points;
• Maryland – Secured 1 out of 1 dispensary licenses;
• California – Secured preliminary approval on 4 out of 4 local permits;
• California – Assisted the city of Montebello with writing industry white papers and drafting their initial cannabis ordinance and application;
• California – Worked with the UFCW labor union to educate the Mayor and city council in Vallejo, CA;
• California - Speaker for the Independent Cities Association to educate over 120 cities at their annual conference in 2015;
• California – In February of 2017, was appointed to the Los Angeles Cannabis Task Force as President, to work with the city of Los Angeles in developing their ordinance and application process;
• California – Was appointed as the Education Chair for Cannabis Lab – Law, Accounting & Business (CLab), a continuing education series for continuing education credits. The parent company for CLab is the Legal Learning Series.
• Speaker for the following organizations with primary topics ranging from state licensing, compliance, and operational best practices:
  o National Cannabis Industry Association;
  o California Cannabis Industry Association;
  o National Annual MJ Business Conference and Expo;
  o Native Nation Events;
  o Pennsylvania Medical Cannabis Society;
  o Cannabis World Congress;
  o Independent Cities Association;
  o Los Angeles Cannabis Task Force;
  o Southwest Cannabis Conference.

SIVA Enterprises works in most of the sectors of the cannabis industry including dispensing, cultivation, manufacturing, distribution, laboratory testing, regulatory compliance, internal compliance, and policy development.

Risk Manager
Thaxton & Associates
North Hollywood, CA
2007 – 2010
Thaxton and Associates is a national insurance brokerage specializing in the franchise auto dealerships industry.

• Senior Claims Analyst.
• Red flags expert.
• Member of the Western State Auto Theft Investigators (WSATI)
• Gave presentations to dealerships on the following:
  o Preventing identity theft;
  o Identifying false pretense cases;
  o Mitigating loss;
  o Auto theft;
• Senior manager of the claims department with an active open case load of 400 pending cases at any given time for dealerships across the U.S.
• Managed and settled cases ranging from auto theft, false pretense, consumer class actions, and sexual harassment.
• Policy interpretation
**Director of Operations**  
Lease Wagon  
Glendale, CA  
**2005 – 2007**  
*Lease Wagon was a business equipment lease financing brokerage.*

- Provided financing for companies looking to lease and finance their business equipment.  
- Oversaw the day to day activities, delegated tasks and demonstrated communication skills for the staff.  
- Monitored revenue margins and team productivity, as well as implemented new directives for growth.

**Legal Assistant**  
Law Offices of Victor Hairapetian  
Glendale, CA  
**2003 – 2006**  
*The Law Offices of Victor Hairapetian is a civil litigation and real estate law firm.*

- Oversaw the personal injury and civil litigation department, property damage, bodily injury and civil litigation claims.  
- Completed research for cases.  
- Retrieved and organized evidence for use at deposition and trials.  
- Handled unlawful detainer cases.

**Legal assistant**  
Law offices of Peter A. Hosharian  
Glendale, CA  
**2000 – 2003**  
*The Law Offices of Peter Hosharian is a plaintiff’s personal injury and immigration law firm.*

- Oversaw the personal injury and civil litigation department, property damage, bodily injury and litigation cases.  
- Conducted research and investigations for cases.  
- Collected and organized evidence for use at deposition and trials.

**NAME:**  
Taylor Lutz

**POSITION:**  
HR Manager (1 Full-Time Position)
BIOGRAPHY:

Taylor Lutz has been working on the commercial/business side of insurance for the past 13 years. She started her career at one of the largest insurance brokerages in the country, and currently serves one of the region’s largest independent agencies. She specializes in handling commercial insurance for a variety of manufacturers and large contractors, with a focus on risk management and tailoring insurance programs to each client’s specific needs. She has earned her Customer Insurance Service Representative (CISR) and Certified Insurance Counselor (CIC) designations.

RESUME:

Taylor L. Lutz, CIC, CISR

WORK EXPERIENCE

Senior Account Manager
Univest Insurance, Inc.
August 2016 – Present

- Handles a multi-million-dollar book of business in conjunction with multiple Producers. Responsibilities include being first point of contact for clients, reviewing contracts for clients to identify any coverage deficiencies, marketing renewals to various carriers, part of a strategic planning team whose goal is to ensure the agency management system is being used as efficiently as possible.

Account Executive
The Woodring-Roberts Corp.
October 2010 – August 2016

- Handled a book of business independently and with a Producer. Responsibilities included meeting with clients, answering coverage questions, marketing renewals and new business to various carriers, assisted in training new Customer Service Representatives on AMS360 and carrier rating websites. Responsible for handling bank deposits for the agency as backup for Office Manager.

Account Manager – Large Commercial
Brown & Brown of Lehigh Valley
November 2007 – October 2010

- Handled a book of business independently and with a Producer. Responsibilities included marketing renewals to various carriers, answering coverage questions, training a Technical Assistant

Account Manager
Brown & Brown of Lehigh Valley
September 2006 – November 2007


PROFESSIONAL TRAINING

- Obtained Certified Insurance Service Representative (CISR) designation in 2009
- Obtained Certified Insurance Counselor (CIC) designation in 2014

NAME:
Megan Lyn Pittenger

POSITION:
Assistant Director of Growing-Processing (1 Full-Time Position)

BIOGRAPHY:

Dr. Meg Pittenger is a veterinarian with advanced training and certifications in multiple forms of alternative and complementary medicine. She currently owns and operates Integrated Equine Veterinary Service, a practice focused on providing high quality and innovative care for equine patients.

Dr. Meg brings with her many years of schooling and practical work experience. After graduating valedictorian from high school, she went on to The University of Pennsylvania, earning her Bachelor’s degree in History and Sociology of Science with dual minors in biology and psychology. Dr. Meg attained her Doctor in Veterinary Medicine (DVM) with High Honors from Ross University School of Veterinary Medicine and completed her clinical year at Auburn
University. After completing several veterinary externships, she accepted a position as an associate with a full service equine ambulatory practice where she worked for many years.

She is a Certified Veterinary Acupuncturist (CVA) and Tui-na massage practitioner, trained by the Chi Institute of Traditional Chinese Veterinary Medicine. Dr. Meg also holds her CVMMP (Certified Veterinary Medical Manipulation Practitioner) designation, for a modality similar to human chiropractic’s, from the Integrative Veterinary Medical Institute. She regularly attends continuing education seminars on functional neurology and advanced chiropractic techniques. Her advanced training in equine dentistry was gained through The American School of Equine Dentistry and she completed a working apprenticeship under Dr. Ray Hyde DVM.

Her professional memberships include American Veterinary Medical Association (AVMA) and American Association of Equine Practitioners (AAEP).

Over the years as a practicing veterinarian, Dr. Meg developed a sincere appreciation and focus on providing multi-modal pain management, especially for some of her tougher cases whose pain was refractory to more conventional treatments. Dr. Meg has a strong interest in the utilization of cannabis and hemp products for the potential benefit of veterinary and human patients and believes we should assemble the most comprehensive “toolbox” possible for providing comprehensive pain relief.

RESUME:

Megan Pittenger

PROFESSIONAL SUMMARY

- Veterinarian with advanced training in multiple forms of complementary and alternative medicine who possesses a strong interest in the utilization of cannabis and hemp products for the benefit of veterinary and human patients.

WORK EXPERIENCE

Owner/Operator
Saylorsburg, PA
Integrated Equine Veterinary Service

June 2016 - Present
Associate Equine Veterinarian
Bangor, PA
Cross River Veterinary Service
June 2012-June 2016
Material on this page is requested to be exempt from disclosure under FOIA because it contains critical infrastructure information, highly confidential security information and trade secrets.
APPENDIX A – Organizational Chart
Material on this page is requested to be exempt from disclosure under FOIA because it contains critical infrastructure information, highly confidential security information and trade secrets.