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): LUZERNE
County 2 (if applicable): LACKAWANNA
County 3 (if applicable): NORTHAMPTON
Medical Marijuana Dispensary Permit Application

Part A - Applicant Identification and Dispensary Information

(Score: Method: Pass/Fail)

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

Section 1 – Applicant Name, Address and Contact Information

Business or Individual Name and Principal Address

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

Keystone Center of Integrative Wellness, LLC

Other trade names and DBA (doing business as) names:

Business Address: 21 State Avenue Suite 102

City: Carlisle  State: PA  Zip Code: 17013

☒ Primary Contact, or ☐ Registered Agent for this Application

Name: Krista Krebs

☐ Yes  ☐ No

Primary Dispensary Location (please indicate dispensary name as you would like it to appear on the dispensary permit)
Facility Name: Keystone Center of Integrative Wellness, LLC
Address: 773 Franklin Street
City: Wilkes-Barre  
State: PA  
Zip Code: 18702
County: Luzerne  
Municipality: Wilkes Barre City

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

Summary
In this section, we will first give a description of (KCIW) Keystone Center of Integrative Wellness’ secondary dispensary location in the Northeast region. We outline how accessible the dispensary is as well as the transportation services available to those consumers living in Luzerne county and the surrounding area. Finally, it is explained how KCIW service coordinators will help consumers receive transportation services.

Location

Keystone Center of Integrative Wellness chose 773 S Franklin, Wilkes-Barre, PA 18702, the former site of Panam Silk Mills Inc., located within Luzerne County as the secondary dispensary location for the Northeast Pennsylvania region.

Summary of Site
This determination was reached based on the shared vision of numerous community
organizations within Luzerne County. The dispensary is 1.7 miles from the city center of Wilkes-Barre. This location can serve not only the city of Wilkes-Barre but also the surrounding areas of Dallas, Exeter, Kingston, Forty Fort, Kingston Nanticoke, West Pittston, and West Wyoming.

**Zoning**
At this specific location, it is zoned as R-2 Residential. However, we have a zoning letter from William C Harris the Director of Planning and Zoning in Wilkes-Barre that states, “Although the property is located in an R-2 residential zone, it is surrounded on three sides by properties that serve heavily commercial purposes.” Mr. Harris, the Mayor, and the City Council approved the use of the lot to KCIW for a medical marijuana dispensary.

**Dispensary Description**

The dispensary location is situated in the city of Wilkes-Barre within Luzerne County. We intend to level the current building and create a 4,000 square foot dispensary on the 0.45-acre lot. Wilkes-Barre is a reviving community housing post-secondary institutions such as King’s College, Misericordia and Wilkes universities.
DOH REDACTED

DOH REDACTED

DOH REDACTED

DOH REDACTED
Luzerne County residents and residents in surrounding counties can easily access this dispensary location via Interstate 81. When driving to the location, patients will exit Interstate 81 at either 165 or 165B. To access or exit 81 from the dispensary it is less than a two-mile drive.

**Public Transportation**
LCTA (The Luzerne County Transportation Authority) is a public transportation service with buses that run throughout Luzerne County and go up as far as Lackawanna County. Route frequency of the various routes averages out to about every half an hour to 45 minutes. They operate from 5am to 7pm Monday through Friday and between 9:00 am and 5:30 pm on Saturdays. There are 24 route stops giving 88% of Luzerne county’s population access to public transportation. Anyone ages 65 and older ride free with photo ID. For patients that are out of town, there is a Greyhound bus stop on Main street in the city that is 1.5 miles from the dispensary.

**Public Access**
The location will be handicap accessible, with handicap parking and ramps throughout. The dispensary is accessible on bus route 5 (parsons) LCTA line. Other stops on that route include Geisinger Medical Center, The Mohegan Sun Casino and hotel, and Wilkes-Barre Vocational-Technical School.
Specialized Transit
LCTA has The Shared Ride program. This is perfect for those individuals with a disability or the elderly. The smaller bus or van comes right to the consumer’s home and takes them to their desired destination. It offers the community door-to-door transportation services throughout Pennsylvania and subsidizes the cost of that service for senior citizens and individuals with disabilities who qualify. Passengers must make trip requests at least one working day in advance of the trip, and must be willing to share the vehicle with other passengers.

Other Transportation
In Wilkes-Barre there are three different Taxi companies patients can use. They are Burgit’s City Taxi, Call a Car Taxi and Posten Taxi. Each company runs in the city and surrounding areas.

KCIW is also participating with ride-sharing programs, Uber and Lyft. New users of these ride-sharing services will be able to utilize a promotion code unique to KCIW that will give them credit towards any future rides they may take.

In the nearby town of Avoca, Pennsylvania there is an airport called The Wilkes-Barre/Scranton International Airport. The Airport is only about fifteen to twenty minutes away from the KCIW site. This is an opportunity for consumers from around the state to access our dispensary. Although it may not be the most preferred or used form of transportation it is another way to make a larger impact and rehabilitate more people.

Coordinating Transportation
Based on our model of using social workers and service coordinators in place of a traditional ‘dispensary agent’, we will be also able to help coordinate medical transportation for those patients that may need it as they can help direct patients to resources that they may be unaware of. Case managers will also assist patients in filling out paperwork if they are eligible for reduced fares under the Luzerne County transportation programs.

Because the KCIW’s operators, principals, and employees knowledge of the Human Service realm, we can also assist any individual who is enrolled in a Home and Community based Waiver that authorizes non-medical transportation as a qualified service. Case managers at the dispensary can coordinate with an individual's Service Coordinator to work towards authorizing the service in their annual Individual Service Plan.

Closing
At KCIW we understand how important accessibility is to our dispensary location. It is obvious that the easier it is to reach our location the more people we can serve and rehabilitate. As we looked at different sites to house KCIW we wanted to select a central location that is easy to find by residents as well as pull from the surrounding areas. This
Second Dispensary Location

| Facility Name: Keystone Center of Integrative Wellness, LLC |
|--------------|----------------|
| Address: 1300 Old Plank Road | |
| City: Mayfield | State: PA |
| County: Lackawanna | Zip Code: 18433 |
| Municipality: Mayfield Boro | |

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

Summary

In this section, we will first give a description of (KCIW) Keystone Center of Integrative Wellness’ primary dispensary location in the Northeast region. We outline how accessible the dispensary is as well as the transportation services available to those consumers living in Lackawanna county and the surrounding area. Finally, it is explained how KCIW service coordinators will help consumers receive transportation services.

Location

location meets both of those criteria because it is right off Interstate 81 and is right along bus route 5 of LCTA. When it comes to transportation, we are willing to work with patients and assist getting them to our center. In addition, as part of our charitable giving, we will provide a transportation voucher reimbursement for clients who demonstrate extreme financial need.

Citations


Keystone Center of Integrative Wellness chose 1300 Old Plank Road Mayfield, PA 18433, home of the Northeast Education and Technology (NEET) Center located within Lackawanna County as the primary dispensary location for the Northeast Pennsylvania region. This specific location was selected based on the shared vision of numerous community organizations within Lackawanna County and those of KCIW.

The dispensary is located in Mayfield, PA which is 8 miles north east of Scranton, PA. This location can serve not only the larger city of Scranton which, but also the more rural areas of the county to include Carbondale, Olyphant, Jessup Archbald, Dickson City and Waymart.

Dispensary Description
The Keystone Center of Integrative Wellness will be incorporated into the NEET Center and is equipped with state of the art security system. The NEET Center is a 95,000-square foot building that will serve as a business incubator in healthcare, agriculture, and environmental sciences. The location is zoned as C-2 Heavy Commercial.
Highway Access
Lackawanna County resident patients traveling to the Mayfield Dispensary have access via Interstate 476, 81, 84. The City of Mayfield is located within Lackawanna County just off of U.S. Route 6.

Public Transportation
The County of Lackawanna Transportation System (COLTS) services Lackawanna County. According to the 2015 Pennsylvania Department of Transportation, COLTS
provided services to 1,132,246 people, and of that, 186,922 were senior citizens. The bus route provides service from Lackawanna Transit Center in Scranton directly to the NEET Center in Mayfield, every hour starting at 6:45 and running until Monday – Friday. On Saturday, bus route services start on both ends of the route (Scranton and Carbondale respectfully) starting at 8:05am and run every hour from both locations with last trip commencing at 5:05pm.

Public Access

The location is handicap accessible, with handicap parking and ramps throughout. The NEET Center is accessible on #52 route (Carbondale) COLTS line. This route also services:

* St. Joseph’s Children’s Hospital
* Regional Hospital of Scranton
* Mid-Valley Hospital
* Steamtown Mall
* Carbondale Senior Center
* Summit Gardens Apartment Complex

COLTS provides an additional shuttle service through a private sub-contractor that originates at the Viewmont Mall, not the Lackawanna Transit Center. The NEET Center is accessible on the #82 route (Carbondale/Simpson/Route 6) which
services:
* Viewmont Medical Services - Geisinger
* Wegman's
* Ames Plaza
* Burlington Plaza
* Carbondale High Rise
* McCann School of Business

Specialized Transit
All COLTS buses are fully accessible to people with disabilities. All COLTS buses are equipped with a kneeling feature and a wheelchair lift or are low-floor buses with ramps for easy access. COLTS drivers will provide any assistance individuals may need for a safe and comfortable ride and will secure mobility devices at a special area at the front of the bus. Guide dogs and service animals are allowed on COLTS buses.

Throughout Lackawanna County, COLTS bus stops are marked by white signs with blue lettering. The signs identify the numbers of the route(s) that stop at that particular location. The COLTS system also utilizes flag-down stops. A flag-down stop can be any safe and accessible stopping area along the route where a passenger wishes to board the vehicle.

COLTS provides ADA complementary paratransit service to individuals who have a disability that prevents them from using a fixed route bus system. As well as a Rural Transportation program for persons with disabilities To qualify for either service one can call the Special Efforts Accessibility Transportation program, or SEATS.

COLTS also participates in the Person's with Disabilities Half-Fare Program. This program allows qualified individuals with disabilities, or people who are under 65 years old, the ability to ride for half-fare on fixed route transit service during non-peak periods at a reduced rate of .85.

Shared-Ride/Demand Response service is offered through Lackawanna County Coordinated Transportation. It offers the community door-to-door transportation services throughout Pennsylvania and subsidizes the cost of that service for senior citizens.

Pedestrian and Bike Networks
Situated behind the NEET Center is The Lackawanna River Heritage Trail, part of the 70 mile multi-purpose trail system that follows the Lackawanna River. You can walk, ride or cross-country ski on the trail, or just relax. Lackawanna Heritage Valley Association has increase recreational and accessibility opportunities for people with mobility disabilities by allowing the use of other power-driven mobility devices (OPDMDs) in areas where they can be operated safely, without posing a risk of serious harm to natural and cultural resources.
The Lackawanna River Heritage Trail Upper Valley route connect the towns of Jermyn, Mayfield, Carbondale and Simpson. Through the utilization of the trail, the NEET Center is 2 mile trip from either Simpson or Jermyn and even less distance to Carbondale. In addition, BikeScranton is a free bike share program managed by the Lackawanna Heritage Valley. The program is open to anyone age 16 or older with a valid Driver’s License or state photo ID. Cyclists under age 18 must be accompanied by an adult. It’s easy to participate. Simply present your photo ID to a program administrator at any BikeScranton location, and enjoy your ride! Currently, the closest BikeScranton location is at Maywood University in Scranton however, KCiW and NEET center owners will work towards the implementation of another BikeScranton site at the Mayfield trail access point behind the NEET Center.

Coordinating Transportation

Based on our model of using social workers and service coordinators in place of a traditional ‘dispensary agent’, we will be also able to help coordinate medical transportation for those patients that may need it as they can help direct patients to resources that they may be unaware of. Case managers will also assist patients in filling out paperwork if they are eligible for reduced fares under the COLTS transportation programs. In addition, COLTS employees have community outreach programs to assist citizens to learn how to read COLTS schedules, familiarize them with their buses, and answer any questions about the transit system.

Currently, COLTS has held many successful sessions at various senior centers and apartment complexes throughout Lackawanna County. KCiW will offer to host additional sessions at the NEET center to educate any individual who needs assistance to utilize the public transportation system. COLTS will unveil the Google Trip Planning function this year or in 2017 for those participants with internet access. For those individuals who do not, or for those who prefer speaking with a live agent COLTS will also assist in trip planning services. By calling COLTS at 570-346-2061, telling them where the individual will be starting their trip, where they would like to go, and the time they would like to travel, a customer agent will be able to provide information to the individual based upon their specific details.

Because the KCiW’s operators, principals, and employees knowledge of the Human Service realm, we can also assist any individual who is enrolled in a Home and Community based Waiver that authorizes non-medical transportation as a qualified service. Case managers at the dispensary can coordinate with an individual’s Service Coordinator to work towards authorizing the service in their annual Individual Service Plan.

Keystone Center of Integrated Wellness is also participating with ride-sharing programs, Uber and Lyft. New users of these ride-sharing services will be able to utilize a promotion code unique to KCiW that will give them credit towards any future rides they may take.
Closing

At KCIW we understand how important accessibility is to our dispensary location. It is obvious that the easier it is to reach our location the more people we can serve and rehabilitate. As we looked at different sites to house KCIW we wanted to select a central location that is easy to find by residents as well as pull from the surround areas. This location meets both of those criteria because it is right off US highway 6 and is right along bus route 52 of COLTS. When it comes to transportation, we are willing to work with patients and assist getting them to our center. In addition, as part of our charitable giving, we will provide a transportation voucher reimbursement for clients who demonstrate extreme financial need.

Third Dispensary Location

| Facility Name: Keystone Center of Integrative Wellness, LLC |
| Address: We were unable to finalize this location. |
| City: Easton | State: PA | Zip Code: |
| County: | Municipality: |

Summary

This response will provide a description of the public access to Keystone Center of Integrative Wellness’s (KCIW) Easton Dispensary location, including all local public transportation that is available. Keystone Center of Integrative Wellness’s Easton location will be its Primary location.

Location

Region 2, Northampton County, Easton
Summary of the Site

This location of this dispensary was chosen based on the need for pain management alternatives and the opportunities that our innovative and progressive vision for a wellness center will bring to the communities of Northampton County. The dispensary is located in Easton, PA.

Easton is located Interstate 78, State Routes 22 and 33 (googlemaps.com), and will meet the same municipal zoning and land use requirements as other commercial facilities located in the same zoning district §1141.49. The general neighborhood consists primarily of commercially zoned properties with some residential properties and is compliant with §1161.26(b)(1), as no schools or child-care facilities are within 1000 feet, property line to property, of the proposed dispensary location.

The City of Easton does not currently have medical marijuana dispensaries listed in their zoning ordinances (easton-pa.com).

Public Access

Resident patients of Northampton County may access the Easton Dispensary by using several transportation methods including private car, Lehigh and Northampton Transportation Authority (LANta) buses, ride-share services, AMTRAK train, bicycle, and sidewalks. A majority of Northampton County residents will use a private car or a scheduled/dedicated public transportation service to reach the dispensary via local,
state, and interstate roads.

According to the United Census Bureau, the estimated population of Northampton County in July 2015 was 300,813 people of which, 26,915 people live in City of Easton (census.gov).

**Highway Access**

Northampton County resident patients traveling to the Easton Dispensary have access to a road network combination consisting of low volume municipal streets/roads that connect to higher volume U.S. and Pennsylvania Routes as well as nearby Interstate highways. The City of Easton is located in Northampton County and is situated between State Route 22 and Interstate 78 (googlemaps.com).

To exhibit traffic volume on these roadways, the black numbers on the map below represents Annual Average Daily Traffic (AADT). AADT is the typical daily traffic on a road segment for all the days in a week, over a one-year period. Volumes represent total traffic in both directions (penndot.gov).

Route 22 is an east-west route entering Pennsylvania from Ohio and New Jersey. From Easton to Mount Union, Route 22 is a two lane road with occasional passing and truck-climbing lanes. Major intersections of Route 22 in Northampton County are: Hanover Township, Bethlehem Township, Palmer Township, and Easton (wikipedia.com).
Interstate 78 is a highway with a segment located in Northampton County. It is an east-west interstate and is a 4-lane divided highway through Northampton County. The major intersection of I-78 in Northampton County is in Bethlehem Township (wikipedia.com). This intersection is 5 miles from Easton City Center (googlemaps.com).

Public Transportation

KCiW has chosen its Easton location for many specific reasons, one being its access to public transportation. According to the 2015 Pennsylvania Department of Transportation Annual Report, LANta bus system provided 4,877,236 fixed-route passenger trips of which 801,099 were for senior citizens (penndot.com).

LANta has an extensive bus route system, as shown below.

![LANta Bus Route System](LANta.org)

Specialized Transit

LANta – Shared Ride/Paratransit

LANta also provides ADA “paratransit” for those with disabilities, discounts for those on Medicaid/Medicare, and free transportation for seniors 65 and older through LANta’s “Reduced Fare Transit ID” program (LANta.org).

LANta offers a variety of services to meet the needs of those with disabilities. All LANta buses are ADA accessible. They have a ramp in the front for entering and exiting the bus. LANta drivers will help and rider that needs assistance and will secure any mobility devices. All LANta buses “kneel” as well for a step lower to the ground (LANta.org).

If an individual is unable to ride the bus, LANta also offers a van service called
LANtaVan. LANtaVan is a door-to-door, shared ride (or paratransit) service, available to riders in Lehigh and Northampton Counties who are registered and certified as eligible for sponsorship under various transportation funding programs. This service is a shared ride (LANtabus.org).

Bicycle Network
For those more able bodied residents, Easton has many bicycle trails that connect the outlying areas of Easton, as well as other towns farther away such as Bethlehem and the towns in between.

Train Service
Although there is not currently Amtrak service in Easton, local officials and community members have been lobbying Amtrak to bring passenger service back to Easton and the Lehigh Valley. Amtrak began a limited service from NYC to Harrisburg in October of 2016 (lehighvalleylive.com).

Septa has many routes and stops located in the Philadelphia metro area with a stop in Doylestown. From there, Greyhound offers service to Easton’s Intermodal Transportation Center downtown Easton.

Bus Line Service
Greyhound has services to Easton from cities such as Allentown, Harrisburg,
Scranton, Doylestown, and Philadelphia. All buses are equipped with a wheelchair lift. Seats are removed to give a wheelchair passenger plenty of room.

Other Transportation
There are a quite a few taxi companies that service Easton. Additionally, KCIW is participating with ride-sharing programs, Uber and Lyft. New users of these ride-sharing services will be able to utilize a promotion code unique to KCIW that will give them credit towards any future rides they may take.

Based on our model of using social workers and service coordinators in place of a traditional ‘dispensary agent’, we will be also able to help coordinate medical transportation for those patients that may need it as they can help direct patients to resources that they may be unaware of. Case managers will also assist patients in filling out paperwork if they are eligible for reduced fares under each service’s transportation programs. KCIW will offer to host sessions to educate any individual who needs assistance to utilize the public transportation system.

Because the KCIW’s operators, principals, and employees knowledge of the Human Service realm, we can also assist any individual who is enrolled in a Home and Community based Waiver that authorizes non-medical transportation as a qualified service. Case managers at the dispensary can coordinate with an individual’s Service Coordinator to work towards authorizing the service in their annual Individual Service Plan.

In addition, as part of our charitable giving, we will provide a transportation voucher reimbursement for clients who demonstrate extreme financial need.

Zoning Regulations & Building Permitting
KCIW’s dispensary is located in Easton, PA, Easton City.

Recognized Need for Economic Development
According the 2015 U.S. Census, the national average of American’s living in poverty was 13.5%. Northampton’s average was 8.8%. In stark contrast to Northampton, Easton City’s average was a staggering 22.3%.

To ensure that KCIW promotes economic growth and continues to positively impact the communities of Northampton County, KCIW will work directly with local officials, community leaders, and Northampton County redevelopment groups. This will be achieved through KCIW hosting workshops, offering employment opportunities, and community outreach.

KCIW is dedicated to actively participating in programs that aim to end childhood hunger, such as the BackPack Pals of Easton Program. This program addresses the needs of hungry elementary school children by providing them with non-perishable foods to take home so that they have access to food throughout the weekends, holidays, or days that school is not in session.
KCIW is also committed to creating and developing desirable jobs with competitive pay and benefits. Economic regrowth begins when businesses offering jobs with salaries that allow for not only day-to-day financial security but as well as disposable income.

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 OF OFFICERS, PRINCIPALS, OPERATORS, FINANCIAL BACKERS, AND EMPLOYEES

Keystone Center of Integrative Wellness (KCIW) is a women-owned business enterprise (WBE) that will pursue Women’s Business Enterprise National Council (WBENC) certification through www.wbenc.org. KCIW has been certified through the Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) and will participate as such through the Small Diverse Businesses Program. Together, Krista Krebs (Chief Executive Officer/Financial Officer) and Mary Pat Julias (Chief Strategy Officer/Chief Marketing Officer) will own, operate, and control 51% of the company on a daily basis. Both having extensive experience building successful companies from the ground up, they lead a team of extraordinarily talented, accomplished, and diverse individuals who share their passion for improving the quality of life for their patients, employees, and communities.

Our organizations embrace diversity in demonstrable practices daily from practicing, understanding, and teaching tolerance within our companies, to hosting events for various diverse non-profit organizations. We donate to diverse groups within our communities and recruit and mentor great talent utilizing our network of diversity partners for referrals. Our goal is to build a company that creates a positive, tolerant and accepting environment for all.
Additional minority members of our operational and core staff include:

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Gender</th>
<th>Other Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Security Officer</td>
<td>Michael Cranga</td>
<td></td>
<td>Veteran</td>
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<tr>
<td>Chief Nursing Officer</td>
<td>Emilia Slavova</td>
<td>Female</td>
<td></td>
</tr>
<tr>
<td>Medical Director</td>
<td>Mia Surmas</td>
<td>Female</td>
<td></td>
</tr>
<tr>
<td>Chief Compliance Officer</td>
<td>Debra Altland</td>
<td>Female</td>
<td></td>
</tr>
<tr>
<td>Inventory/Quality Control Manager</td>
<td>Melissa Foreman</td>
<td>Female</td>
<td></td>
</tr>
<tr>
<td>Chief of Diversity</td>
<td>Rachael Tackett</td>
<td>Female</td>
<td></td>
</tr>
<tr>
<td>Chief of Human Services</td>
<td>Nicole Moyers</td>
<td>Female</td>
<td></td>
</tr>
<tr>
<td>Programs</td>
<td>Ummaheswar Siripurapu</td>
<td>Indian Male</td>
<td></td>
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<tr>
<td>Director of Human Resources</td>
<td>Janelle Callahan</td>
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<td></td>
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<tr>
<td>Community Outreach Coordinator</td>
<td>Lauryn Mencer</td>
<td>Female</td>
<td></td>
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<tr>
<td>Patient Care Coordinators (3)</td>
<td>Christina Casses</td>
<td>Female</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tiffany Cribbs</td>
<td>Female</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Todd Radaci</td>
<td>Male with Cerebral Palsy</td>
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</tbody>
</table>

We also are taking an approach from our Home Health & Medicare experience and implementing a Professional Advisory Committee. Diverse members of this Committee include patient representatives with disabilities, one female doctor, one female doctor and a disabled Vietnam veteran. The goal of this committee is to review programs, policies, and provide insight for patient advocacy.

**AFFIRMATIVE ACTION PLAN**

Keystone Center of Integrative Wellness’s Official Policy Statement on Equal Employment Opportunity and Affirmative Action

Keystone Center of Integrative Wellness is committed to providing a workplace free of discrimination, harassment and retaliation. KCIW will comply with all aspects of Executive Order 11246, Section 4212 of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (“VEVRAA”), Americans with Disabilities Act of 1990, and Section 503 of the Rehabilitation Act of 1973, as amended (“Section 503”). As such, KCIW is committed to taking affirmative steps to promote the employment and advancement of minorities, women, persons with disabilities, and protected veterans. KCIW has developed and implemented an Affirmative Action program to further support its commitment to the principle of equal employment opportunity. KCIW provides reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee or applicant for employment, unless the accommodation would impose undue hardship on the operation of the company’s business.

At a minimum, KCIW expects all of its employees to comply with the principles and spirit of our Equal Employment Opportunity (EEO) and Affirmative Action commitments. To ensure these principles are fully understood and applied with consistency throughout our company, KCIW has adopted and implemented multiple policies under one master policy section, Equal Employment Opportunity Policies.
These nondiscrimination policies, which apply to applicants as well as employees, mandate that all terms and conditions of employment (including recruiting, training, hiring, transfers, promotions, terminations, compensation, and benefits in all job titles) be administered without regard to race, color, religion, national origin, gender, sexual orientation, gender identity, age, physical or mental disability, or veteran status. Discrimination against or intimidation of any person based on any of these factors is strictly prohibited.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

- Filing a complaint
- Assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), or its implementing regulations, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (VEVRAA), as amended, or its implementing regulations, or any other federal, state, or local law requiring equal opportunity for individuals with disabilities or protected veterans.
- Opposing any act or practice made unlawful by Section 503, VEVRAA, their implementing regulations, or any other federal, state, or local law requiring equal opportunity for individuals with disabilities or protected veterans.
- Exercising any other right protected by Section 503, VEVRAA, or their implementing regulations.

KCIW expects all leaders to comply with the company’s EEO and Affirmative Action policies. Leaders are required to understand the company’s policies and immediately report any discrimination issues that arise. All complaints will be thoroughly investigated and appropriate corrective action—up to and including discharge—will be taken where indicated. Retaliation or harassment against any employee (or applicant) involved in the filing, investigation, or resolution of a discrimination complaint will not be tolerated.

KCIW’s Diversity and Inclusion Department has oversight of the development and implementation of the company’s EEO and Affirmative Action (AA) programs. The Diversity and Inclusion Department is responsible for ensuring the implementation of affirmative action program activities, continually monitors progress and takes steps to ensure success. KCIW's AA programs for individuals with disabilities and protected veterans are available for review by any employee or applicant for employment upon request, which may be made by calling our info line.

If you have questions about these policies and their implementation, or believe that the company's Equal Employment Opportunity and Affirmative Action policies have been violated, you should immediately contact the Chief Diversity Officer, Rachael Tackett.

### Pay Transparency Policy Statement

Keystone Center of Integrative Wellness will not discharge or in any other manner
discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the company, or (c) consistent with the company's legal duty to furnish information.

Maintaining an Environment Free from Workplace and Sexual Harassment

KCIW is committed to maintaining a harassment-free work environment to ensure all KCIW employees work in an atmosphere free of abuse or intimidation.

KCIW has established policies and procedures mandating a work environment free from discrimination and harassment. These policies prohibit harassment or discrimination based on the race, color, religion, national origin, gender, sexual orientation, gender identity, age, disability, or veteran status of employees or applicants.

Discrimination or harassment based on any of the above factors is prohibited, as is retaliation against a person who has made a complaint or given information regarding possible violations of these policies. Harassment can include but not limited to offensive language, graffiti, slurs, jokes, threats or intimidation directed toward members of a particular group. Sexual harassment can include inappropriate touching, unwelcome sexual advances, provocative posters and pictures, and e-mail jokes or pictures with gender-based content. Employees who engage in behavior that violates these policies will be subject to corrective action, up to and including discharge.

Every employee is responsible for maintaining a harassment-free work environment. Employees are expected and encouraged to immediately report any possible violations of these policies or complaints of discrimination to the Chief of Diversity. All complaints regarding violations of these policies will be thoroughly investigated, and appropriate corrective action will be taken. Retaliation for filing a complaint or cooperating with an investigation is strictly prohibited and will not be tolerated. All management staff is required to support our commitment to a harassment-free work environment by preventing and addressing discrimination and harassment. Leaders should understand and communicate KCIW policies and procedures, identify potential problems, and implement effective corrective action when indicated.

AFFIRMATIVE ACTION PLAN TABLE OF CONTENTS

Policy Statement
Review of Employee Processes
INTERNAL STRATEGIC PLAN & DIVERSITY GOALS

Our diversity workplace strategy includes programs to attract, retain, and develop diverse talent, provide support systems for groups with diverse backgrounds, and educate all associates so that we master the skills to achieve sustainable growth.

We will work hard to ensure an inclusive and fair work environment for our...
employees, all of whom will undergo mandatory diversity training upon hire and then bi-annually thereafter. We find ongoing dialogue leads to better understanding of our colleagues, our suppliers, our patients, our stakeholders, and ultimately, to greater success in the marketplace.

STRATEGIC PLAN
Our strategic plan has three essential pillars – mission focus, accountability, and continual learning. The strategic plan also encompasses several other parts that include a focus on diversity. Our plan is to create a universal definition of diversity and inclusion. We will design strategic outreach and recruitment initiatives to reach all segments of society. We will create an internal KCIW-wide Diversity and Inclusion Committee comprised of employee to monitor progress and support employee engagement and achieve patient satisfaction. KCIW will promote effective communication with employees, patients, and stakeholders to heighten awareness of diversity and inclusion issues and share best practices. KCIW will promote diversity, inclusion, and equity in leadership development programs and continual learning. KCIW will set a path to demonstrate leadership commitment and accountability to diversity and inclusion.

GOALS
Any company must have goals to move forward and continue to be successful. KCIW has 4 main goals that we plan to consistently meet not only within the dispensary, but also within the community as well.

1.) We plan to improve the representation of women and those of Indian, Asian, and Hispanic minority status at all levels of the organization. We also plan to integrate people with disabilities and veterans by driving talent acquisition and management practices to achieve results. We will use specific demographic data from the counties we are working in to set diversity goals and use AAP software to help record and report on our success or shortcomings that will help drive the following year’s goals.

2.) We plan to create an inclusive work environment that fosters creativity and innovation. This work environment will also promote colleague engagement through awareness and inclusive leadership skills training, promoting Work Life Flexibility, and supporting Employee Resource Groups. KCIW will ensure that Diversity and Inclusion initiatives, actions, and results are transparent to all key stakeholders.

3.) KCIW will engage in various stakeholder groups that support and serve our values and interests including our diversity suppliers.

4.) Lastly it will be the goal of KCIW to hold leadership accountable for diversity and inclusion goals and objectives.

OUTREACH PROGRAMS for EMPLOYEES, PATIENTS AND COMMUNITY PARTNERS
Patient Education Outreach

Medical marijuana is a controversial topic within many communities. It is KCIW’s belief that everyone should have access to the most up-to-date information regarding medical marijuana. It is KCIW’s goal to provide a vast array of educational opportunities to the public, caregivers, professionals, and future employees of KCIW.

Community Outreach is a platform to inform the community of its misconceptions as well as reach out to those in the community who could benefit from the positive medical effects it can provide.

Our pharmacists and nursing staff, along with patient care coordinators, will provide routine education through seminars/discussions at a designated location, not limited to some of our community partners’ locations. KCIW will tap from the talented and experienced pool of case managers at Alma Health Skilled Services, and designate Lauryn Mencer as Community Outreach Program Manager. She will be responsible for overseeing and managing outreach activities and educational training discussions.

Recruiting Outreach

One of many ways to meet diversity benchmarks and goals is to have a diverse platform of employees. To be a successfully diverse company, forging partnerships with local diversity-oriented colleges and programs will directly impact our ability to meet our benchmarks for a diverse environment. KCIW plans to continuously build relationships with local colleges and other various diversity partners on state and local levels, to reach out and recruit talent. This will give us the ability to employ underrepresented talent in the community and meet our diversity staffing goals that KCIW sets annually.

We intend to leverage our professional relationships to recruit, foster and retain talent. Listed are several potential talent pools that have state and national presences:

- Executive Leadership Council
- Hispanic Association of Colleges & Universities
- LGBT Career Link
- National Black MBAs Association
- National Council of Disabilities & Business
- National Society of Hispanic MBAs
- National Society of Black Engineers
- Parents & Friends of Lesbians and Gays
- Society of Hispanic Engineers
- Society of Women Engineers
- Students in Free Enterprise
- STEM Connector
- Thank A Service Member
- Wounded Warriors Project
- Pennsylvania Developmental Disabilities Council
KCIW will strengthen and develop relationships with targeted groups (e.g. minority populations) within colleges/universities in the local area. Some of these relationships in the Northeast region will include Marywood College, Penn State, and The University of Scranton. We also plan to work with these universities and the minority groups on campus, specifically those who are working toward Post Graduate work permits in science, medical and chemistry fields.

In Luzerne County alone, there is an average of 26.4% of students who are designated as minority status including Hispanic, Asian, and Indian ethnicities. Integrating internships with the KCIW’s Mayfield and Wilkes-Barre dispensaries and/or through our other health care entities will allow us to reach out to those in the community who are looking into careers in pharmacology, social work, case management, and management and hopefully attract them to stay within their cities. KCIW can use informational sessions and educational seminars on campus, or off campus that is geared to a minority population to successfully keep up to date with medical marijuana and its effects on patients.

Internal Diversity Programs, in regards to KCIW employees, are a platform that will make for a successfully diverse and positive work environment. This will not only foster creativity and innovations, but will also promote colleague engagement through awareness and self-esteem within the workplace. Internal Diversity Knowledge and cultural competence should start with senior management and be passed down to employees. Management will receive workplace diversity training at least bi-annually. KCIW will require in-person diversity courses which will make a positive impact on the workplace. This will ensure that cultural competence is shared throughout the company.

**Veteran’s Affairs**

Impacting veterans positively is a personal mission for this company. The father of Principal, Krista Krebs, served 2 tours in Vietnam and is now 100% disabled as a result of his service. Principal, Mary Pat Julias is fostering a child whose father is unable to parent due to Post Traumatic Stress Disorder. These are just two personal stories of many shared throughout KCIW employees. KCIW plans to partner with local veteran affairs organizations in this region to provide knowledge and services to local veterans outside of “just education”. By having experienced social workers on staff, KCIW will reach out to various veteran affair organizations to help provide services to veterans who may need assistance getting through their daily lives.
Further, KCIW will sponsor and/or host events, such as job fairs, direct recruiting, and assistance with skill set development via educational sessions that will directly inform and educate the community of medical marijuana benefits. KCIW has aligned with various individuals who are making huge strides towards improving their quality of life.

Pennsylvania is the 4th leading state in regards to the population of working age veterans. Of the 1,035,566 working age veterans who live in Pennsylvania, 41,505 live in the Northeastern region. KCIW’s proposal is to work with the Lackawanna County Veterans Affairs Office, local hospice agencies, the Scranton Veterans Office, and local veteran based community centers to give presentations regarding medical marijuana, the positive medicinal effects that it has, as well as the different jobs that are/will be available to our veterans with our newly proposed centers in their community. We plan to use our resources to also hold events for veterans to continue to inform and educate them regarding the medical marijuana.

The Luzerne County Veteran Affairs office in Hazleton will be one opportunity to make relationships and work with veterans in the local community. We will be able to share publications that can be viewed in the Veteran Affairs Office to continue to educate and inform the Veteran Community in Luzerne County.

Professional Networking
KCIW’s plan is to work with local Chambers of Commerce in Lackawanna County. Within the county, we will make our presence well known by participating in the Northeastern Pennsylvania Women’s Leadership Conference by not only attending but hosting a booth at the conference to recruit new staff members for our dispensary. Lackawanna County hosts multiple women’s networking luncheons. KCIW plans to host luncheon events geared toward women, disabled citizens, veterans, and minority persons within the community. In both Luzerne and Lackawanna counties an employment expo is held to promote businesses in the local community. By including our business in the employment expos, we will not only be able to continuously provide representation of the dispensary but also attract multiple individuals who come from diverse backgrounds who may be seeking employment within the social services and dispensary field. KCIW will work within the community to provide networking opportunities to link patients, future patients, and professionals living in the community to always have the most up to date information.

KCIW plans to distribute written material and create working relationships with local physicians as an outreach for knowledge and education regarding medicinal marijuana. Through our Community Outreach Coordinator, KCIW will host luncheons, informational sessions, and other similar events to engage local physician’s to see the positive impact medical marijuana has on patients.

Minority Ethnic Population
KCIW intends to continuously connect with the community using diversity-oriented
outreach programs, educational seminars, informational sessions, and events to involve the community.

Lackawanna County has a Nepali Population of around 4,000 individuals. With the creation of social work positions, we plan to hire a social worker to work directly with the Nepali population who is fluent in the native Nepali language. Outreach programs in regards to the effects of medical marijuana and PTSD will be very effective for those in the Nepali community affected by manifested trauma.

In Luzerne County, Bethany Christian Support Services is a main resource to the local Nepali/refugee community. KCIW plans to not only successfully integrate medical marijuana into the community in ways it would positively affect those with manifested trauma, but also to assist with case management support for those refugees trying to make a successful, healthy life in their community. Again, with the creation of social work positions, we plan to hire a social worker to work directly with the Nepali population who is fluent in the native Nepali language. KCIW is more than willing to host events while partnering with Bethany Christian Services to ensure that we are getting our information and our effectiveness out to the Nepali Community.

**Autism**

According to the recent Pennsylvania Autism Census Update completed in 2014, data revealed that over 55,000 individuals living in the state of Pennsylvania are currently receiving services and being treated for a diagnosis of Autism. The number of individuals with this diagnosis has significantly increased since the initial study completed in 2009. Based on this data and the CDC, it is determined that about 1 in 68 children within Pennsylvania having the diagnosis of autism. Additionally, it is predicted that number of adults diagnosed with Autism living within the Commonwealth of Pennsylvania will rise to over 36,000 by the year 2020 and will continue to grow as children transition into adulthood.

Due to the increasing demand for services and programs to assist the autism population, KCIW will partner with a multitude of local community groups to provide education, employment opportunities and alternative services. KCIW is committed to reaching out to underserved communities and developing long-term relationships with professional, educational, and nonprofit organizations that serve those communities.

There are several local community programs that KCIW plans to integrate services with to ensure that we are able to continuously have our voice and name in the Autism Community. Some of the professional organizations we plan to work with are the ARC of PA, The Advocacy Alliance in Scranton, The Developmental Disabilities Network.

There are a variety of support groups with Luzerne County: ARC of Luzerne County, Autism Mom’s which is geared toward parent support. By working through these
avenues, we can continue to keep the parents, caregivers, guardians, professionals, and those within the autism community constantly abreast of any current and upcoming information in regards to the positive effects of medical marijuana and the impact it will/can have on the community.

Within the Lackawanna County Community are several Autism support services and groups. KCIW will work to forge professional relationships with these groups in order to have a direct impact with information and education for parents of children with autism and those who have autism and are of adult age. Some of these agencies include: ARC of PA, Community Resources for Independence, Special Kids Network, PA Client Assistance Program, Kaleidoscope Family Solutions Inc., S.A.F.E. (Supporting Autism Families Everywhere), PA Elks Home Service Program, and the Intermediate Units of PA.

In Lycoming County, there are multiple agencies KCIW intends to forge professional relationships with to make ourselves available and accessible in the community. The ability to partner with these agencies to then reach out to families in need of support and education regarding medical marijuana will greatly affect the positive impact KCIW strives to have on the community. Some of these agencies include: Kaleidoscope Family Solutions, BLaST Intermediate Unit 17, Roads to Freedom-Autism Support Group, Autism Spectrum Support Group, Autism and Related Disorders Support Group, and TEAM-Together Everyone Achieves More.

**Internal Workplace Diversity**

KCIW’s Internal Diversity Programs is a platform that will make for a successfully, diverse, and positive work environment. This will not only foster creativity and innovations, but will also promote colleague engagement through awareness and also promote self-esteem within the workplace. Internal Diversity Knowledge and cultural competence starts with senior management and is then passed down to employees. This will ensure that cultural competence is shared throughout the company.

KCIW will ensure that employment benefits are applicable and effective for all employees. It is important that KCIW ensures reasonable accommodations for veterans, women, men, minorities and those with physical and intellectual disabilities. Examples of reasonable benefit accommodations include but are not limited to: medical leave for any employee with a PTSD diagnosis, allowance of a patient employee to self-medicate on premises during work hours (1161.22(b)(3)), leave for a minority employee who may need to attend a cultural event, and maternity leave for women.

**CONTRACTS WITH MINORITY, VETERAN, DISABLED AND WOMEN-OWNED BUSINESSES**

Currently, KCIW has contracts with multiple minority, veteran, disabled, and women owned businesses that relate to the dispensary. These include:
ADDITIONAL DEMONSTRATIONS TO COMMITMENT

Owning and operating successful healthcare businesses in all 67 counties in the Commonwealth, KWIC Principals bring exceptional expertise in identifying the diversity needs of patient populations, which supersedes that of our competitors. The knowledge and understanding that the KWIC team has is beyond demographic statistics. This proficiency is rooted in the daily immersion of working with people from all over the world with a wide range of disabilities. Utilizing the current infrastructure of their health care companies, KCIW already has a network in place set up for contracted translators, sign language interpreters and is able to utilize the TPP relay network for the hearing and visually impaired.

Recognizing that language and disability barriers effect communication, KCIW will provide documents in common languages for those regions.

A few other demonstrations of our commitment to diversity within KCIW include recruitment materials and employment advertising to ensure that KCIW focuses on being an equal opportunity/affirmative action employer. KCIW plans to integrate pictures of employees and articles regarding employees in company publications, including minorities, women, individuals with disabilities, and veterans. All KCIW employment application forms will notify applicants that the company is in compliance with applicable equal employment opportunity and affirmative action statuses.

KCIW will also send out employee satisfaction surveys and maintain a grievance book with the goal of zero grievances and complaints. If a grievance or complaint is filed, a KCIW employee will contact the person who made the grievance or complaint and will follow up accordingly to ensure the issue is resolved and is not repeated. KCIW will also record training data and/or community outreach participation on a bi-annual basis with a specific goal of having a set number of diversity training hours.

ABILITY TO RECORD AND REPORT COMPONENTS OF THE DIVERSITY PLAN

KWIC’s Chief Operating Officer, Chief Diversity Officer and HR Manager have significant experience in documenting and reporting on the components of human resources, Affirmative Action Plans (AAP) and diversity plans. Ensuring each KCIW employee is actively engaged in the diversity process will promote success and effectiveness.

In regards to continued employee cultural competence training and diversity outreach, KCIW staff will utilize “BambooHR”, a human resource driven software that keeps a
real-time running record which allows for successful record keeping. BambooHR also monitors and alerts when required employee training is due.

Bi-annual diversity trainings will be implemented for KCIW employees. It is KCIW’s goal and plan to create a positive work environment to ensure all employees feel valued, and with that feeling, all employees will be able to reach their fullest potential and to establish guidelines to address any social climate issues within the dispensary that may be affecting employees.

Requirements for all new hires include fundamental training in overall AAP policy and goals, zero tolerance of racism, harassment, any discrimination, Person First Language, and others. Training will include the skills in recognizing and reporting of any infractions which will then be documented by the HR manager using Bamboo software.

KCIW will use Complete AAP software to document various AAP requirements in order to generate the required reports which include, but not limited to: Mandated Reports, Utilization Summary of Individuals with Disabilities, Veteran Hiring Benchmark, and Adverse Impact Analysis.

KCIW will use a “balanced workforce” strategy to ensure the presence of a culturally competent and diverse workforce is a prioritized goal of the dispensary. KCIW will devise a 5-year actionable, trackable plan to ensure milestones are met and diversity levels remain balanced with attrition. AAP software will be used to track this information. Our Chief Diversity Officer will be responsible for gathering data, setting goals, amending strategies, reporting on the effectiveness of the plan and amending where necessary. The HR manager will be responsible for the documentation of all data.

Overall, our Diversity and Inclusion Strategic Plan creates a culture that values trust, human dignity and provides opportunities for personal development and self-fulfillment fostered by KCIW’s mission and goals.
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Part C – Applicant Background Information
(Scoring Method: Pass/Fail)
FOR THIS PART THE APPLICANT IS REQUIRED TO PROVIDE BACKGROUND AND CONTACT INFORMATION FOR THE PRINCIPALS, FINANCIAL BACKERS, OPERATORS AND EMPLOYEES.

Section 4 – Principals, Financial Backers, Operators and Employees
A. Please list all Principals, Financial Backers and Operators

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<table>
<thead>
<tr>
<th>Name and Residential Address</th>
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</thead>
<tbody>
<tr>
<td>First Name: Aaron</td>
<td>Middle Name: Henry</td>
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<tr>
<th>Name and Residential Address</th>
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<tbody>
<tr>
<td>First Name: Christopher</td>
<td>Middle Name: Thomas</td>
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<thead>
<tr>
<th>Name and Residential Address</th>
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<tbody>
<tr>
<td>First Name: Emilia</td>
<td>Middle Name: I.</td>
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### Medical Marijuana Dispensary Permit Application

**Name and Residential Address**

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
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<tbody>
<tr>
<td>Michael</td>
<td>J.</td>
<td>Cranga</td>
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</table>

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

**B. Please list employees**

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

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nicholas</td>
<td>Gabriel</td>
<td>Morcelli</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tiffany</td>
<td>Lynn</td>
<td>Cribbs</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christina</td>
<td>Renee</td>
<td>Casses</td>
<td></td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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<tbody>
<tr>
<td>TEXT HERE</td>
<td>TEXT HERE</td>
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</tbody>
</table>

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name: Melissa</th>
<th>Middle Name: Costa</th>
<th>Last Name: Foreman</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEXT HERE</td>
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<td>TEXT HERE</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name: Lauryn</th>
<th>Middle Name: Jeane</th>
<th>Last Name: Mencer</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEXT HERE</td>
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</table>

If more space is required, please submit additional information on other individuals in a separate document titled "Employees (cont.)" 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>☑</th>
<th>☐</th>
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<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</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>☑</th>
<th>☐</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</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
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.

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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<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 dispensor of medical marijuana in any jurisdiction by fraud, misrepresentation, or the submission of false information.</td>
<td>☐️</td>
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</tbody>
</table>

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.

---

Schedule A: Civil or Administrative History Incident

<table>
<thead>
<tr>
<th>Defendant</th>
<th>Name of Case &amp; Docket #</th>
<th>Nature of Charge or Complaint</th>
<th>Date of Charge or Complaint</th>
<th>Disposition</th>
<th>Name and Address of the Administrative Agency Involved, and the Tribunal or Court</th>
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Pennsylvania
Department of Health
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>
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<tbody>
<tr>
<td>Please see Attachment 8.</td>
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</table>

If more space is required for the Operational Timetable, please submit additional information in a separate document titled “Operational Timetable (Cont’d)” in accordance with the attachment file name format.
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. Please see Attachment 9A.

2. 

3. 

4. 

5. 

6. 

7. 

8. 

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

1. Please see Attachment 9B.

2. 

3. 

4. 

5. 

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8. 

**C. Please describe the steps the applicant will take to assure that each principal and employee will meet**
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

THE TWO-HOUR TRAINING REQUIREMENT UNDER THE ACT AND REGULATIONS.

1. Please see Attachment 9C.

2.

3.

4. 

5. 

6. 

7. 

8. 

If more space is required for any of the above three components of Section 9 (A, B and 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>
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</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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</table>

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.

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.
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.

REDACTED

Section 11 – Transportation of Medical Marijuana

A. Transportation

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

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

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

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

- At least one delivery team member will remain with the vehicle at all times that ✓ ☐
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>Item</th>
<th>Approved</th>
<th>Disapproved</th>
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<tbody>
<tr>
<td>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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<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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<td>A delivery team shall proceed in a transport vehicle from the dispensary, where the medical marijuana is loaded, directly to the medical marijuana organization, where the medical marijuana is unloaded, without unnecessary delays. Notwithstanding the foregoing, a transport vehicle may make stops at multiple facilities, as appropriate, to deliver medical marijuana.</td>
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<td>Any vehicle accidents, diversions, losses, or other reportable events that occur during transport of medical marijuana must be immediately reported to the Department either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.</td>
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<tr>
<td>The Department shall be notified daily of the dispensary’s delivery schedule, including routes and delivery times, either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.</td>
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<td>A transport vehicle is subject to inspection by the Department or its authorized agents, law enforcement or other Federal, State or local government officials if necessary to perform the government officials’ functions and duties.</td>
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<td>A transport vehicle may be stopped and inspected along its delivery route or at any medical marijuana organization.</td>
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<tr>
<td>If a third-party contractor is used, the contractor must comply with all the transportation requirements listed in the Act and regulations.</td>
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Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

### 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.
- 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.

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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- 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 CHOICE TO USE YOUR OWN TRANSPORTATION OPERATION, PLEASE PROVIDE THE NUMBER AND TYPE OF VEHICLES THAT WILL BE USED TO TRANSPORT MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, THE TRAINING THAT WILL BE PROVIDED TO EMPLOYEES THAT WILL TRANSPORT MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, AND ANY ADDITIONAL MEASURES YOU WILL TAKE TO PREVENT DIVERSION DURING TRANSPORT. IF YOU WILL BE USING A THIRD-PARTY CONTRACTOR FOR TRANSPORTING MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, PLEASE EXPLAIN THE STEPS YOU WILL TAKE TO GUARANTEE THE THIRD-PARTY CONTRACTOR WILL BE COMPLIANT WITH THE TRANSPORTATION REQUIREMENTS UNDER THE ACT AND REGULATIONS:

REDACTED

Section 12 – Storage of Medical Marijuana

A. Storage Requirements

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

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,
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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:

REDACTED

Section 13 – Labeling of Medical Marijuana Products

<table>
<thead>
<tr>
<th>A. Labeling Requirements</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that the applicant will implement a quality control process to ensure that the label does not bear any of the following:</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.</td>
<td>☑</td>
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</tr>
<tr>
<td>Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead an individual to believe that the product has been endorsed, manufactured, or</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>approved for use by any State, county or municipality or any agency thereof.</th>
<th>☒ ☐</th>
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</thead>
<tbody>
<tr>
<td>• Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.</td>
<td>☒ ☐</td>
</tr>
</tbody>
</table>

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

N/A

B. Please describe your process for creating and monitoring the labeling used for medical marijuana products:

DOH REDACTED
Section 14 – Inventory Management

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

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

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

- Medical marijuana received from a grower/processor.
- Medical marijuana dispensed to a patient or caregiver.
- Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or awaiting disposal.
- Inventory controls and procedures will be established for the conducting of monthly inventory reviews and annual comprehensive inventories of medical marijuana at the facility.
- The written or electronic record will include the date of the inventory, a summary of the inventory findings, and the employee identification numbers and titles or positions of the individuals who conducted the inventory.

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

**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:
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:

REDACTED

Section 16 – Sanitation and Safety

A. Please provide a summary of the intended sanitation and safety measures to be implemented at each
SUMMARY

This response will summarize the intended sanitation and safety measures to be implemented at Keystone Center of Integrative Wellness’ (KCIW) proposed dispensary locations. These measures will cover, but are not limited to, a process for contamination prevention, pest protection procedures, medical marijuana handler restrictions, hand-washing facilities, and inspection schedule to ensure the accuracy of operational equipment. This response will explain how KCIW is prepared to properly carry out the activities of a dispensary, and is able to implement and maintain sanitary and safe working environments for the manufacture of medical marijuana while maintaining effective control, preventing diversion and complying with all applicable laws of this Commonwealth.

RELEVANT EXPERIENCE

Umamaheswar Siripurapu, KWIC Director of Pharmacy Science, owns and operates an apothecary. He has extensive knowledge and experience in the safety, regulations, and sanitation requirements of a pharmacy based on the PA Code 25.11-25.34.

Mike Dymek, KCIW Pharmacist and General Manager, also has relevant and extensive experience in safety sanitation as he has held multiple positions managing a pharmacy also required to adhere to PA Code 25.11-25.34.

Emilia Slavova, KWIC Chief Nursing Officer, has relevant and extensive experience in safety, sanitation as it pertains to clinical environments of various hospital and medical offices.

Chris Julias, KCIW Chief Information Officer and Director QA/QC, has extensive experience in chemical laboratory operations including the handling and storage of chemicals and solvents as well as hazardous material response training (HAZMAT).

Mary Pat Julias, Chief Marketing Officer/Chief Strategy Officer at KCIW has over 25 years of experience in food safety and sanitation. Her B.S. in Nutritional Sciences – College of Health and Human Development and M.S. in Food Science - College Health and Human Development, HACCP and ServSafe training as well as operating a consumer food testing company provides KCIW with expertise to ensure
proper handling, safety and sanitation policies are in place and are followed.

**Company Policies**

It is the policy of KCIW that the safety of its employees and the public is its foremost business consideration. The prevention of accidents, injuries, and product contamination takes precedence over expedience and every attempt will be made to prevent these events from occurring. KCIW will require that all personnel, as a condition of employment, comply with all applicable safety regulations as listed in KCIW’s policy manual, and will assign a safety coordinator to be the primary contact for safety-related matters at the dispensary. All personnel will receive an orientation of the safety policy and procedures upon initial employment and are encouraged to bring to the attention of their department manager any unsafe or non-compliant conditions or practices. Supervisors will communicate these concerns to the safety coordinator, who will respond to this concern within 24 hours. Safety training will be provided as often as necessary and annually at a minimum.

To accomplish this commitment, KCIW will actively involve all personnel in establishing, maintaining and participating in an ongoing and effective sanitization and safety program.

**Employer responsibilities:**
- Provide a sanitary and safe workplace.
- Provide sanitization and safety and health education and training.
- Annually review and update workplace sanitization and safety rules.

**Employee responsibilities:**
- Report all unsanitary and unsafe conditions.
- Immediately report all work-related injuries, spills or hazards.
- Wear the required personal protective equipment.
- Abide by the company’s sanitization and safety procedures at all times.

To go above and beyond, KCIW will also implement the measures outlined in the relevant dispensary regulations developing sanitation and safety protocols. The relevant grower/process regulations are cited along with the relevant dispensary regulations below. As a general policy KCIW will not permit a patient to self-administer medical marijuana at any of its dispensaries unless the patient is also an
employee of the dispensary, and that employee would be negatively impacted by not being permitted to consume medical marijuana while at work - §1161.22(b)(3).

**Safety in the Workplace**

Sanitization and safety are paramount to KCIW’s operations and start with the dispensary itself. The dispensary will comply with all applicable state and local building code requirements and will be maintained in such a way as to limit the potential for contamination, as required by §1161.34(a)&(e).

KCIW will create an operations plan describing the procedures and equipment used for sanitization and safety of the dispensary including workplace safety, such as conducting necessary safety checks prior to starting the dispensing of medical marijuana; contamination protocols; maintenance, cleaning and sanitization of equipment in the facility and onsite; maintenance and sanitization of the site and the facility; proper handling and storage of any solvent, gas or other chemical used in the cleaning and sanitization of the dispensary in accordance with applicable laws, rules and regulations; and quality control measures for proper labeling and minimization of medical marijuana contamination, as defined by §1161.29(a)(3)-(5). Regularly required safety inspections will also be detailed along with training procedures.

KCIW’s safety procedures will ensure the implementation of best safety practices at all times, in accordance with Occupational Safety and Health Administration (OSHA) guidelines, throughout the facility. Safety procedures will include measures for ensuring workplace safety, including, at a minimum, conducting necessary safety checks prior to dispensing medical marijuana products, as outlined by §1161.29 (a)(1)-(8) and (b). Safety procedures will also cover equipment requiring safety checks such as alarm systems and secured entryways.
equipment.

- **Building and Grounds Conditions:**
  - Floors, walls, ceilings, exits, stairs, walkways, ramps, platforms, driveways, aisles.

- **Housekeeping Program:**
  - Waste disposal, tools, objects, materials, leakage and spillage, cleaning methods, schedules, work areas, remote areas, storage areas.

- **Electricity:**
  - Equipment, switches, breakers, fuses, switch-boxes, junctions, special fixtures, circuits, insulation, extensions, tools, motors, grounding, national electric code compliance.

- **Lighting:**
  - Type, intensity, controls, conditions, diffusion, location, glare and shadow control.

- **HVAC:**
  - Type, effectiveness, temperature, humidity, controls, natural and artificial ventilation and exhausting.

- **Machinery:**
  - Points of operation, flywheels, gears, shafts, pulleys, key ways, belts, couplings, sprockets, chains, frames, controls, lighting for tools and equipment, brakes, exhausting, feeding, oiling, adjusting, maintenance, lockout/tag out, grounding, workspace, location, purchasing standards.

- **Personnel:**
  - Training, including hazard identification training; experience; methods of checking machines before use; type of clothing; PPE; use of guards; tool storage; work practices; methods for cleaning, oiling, or adjusting machinery.

- **Hand and Power Tools:**
  - Purchasing standards, inspection, storage, repair, types, maintenance,
grounding, use, and handling.

- **Chemicals:**
  - Storage, handling, transportation, spills, disposals, amounts used, labeling, toxicity or other harmful effects, warning signs, supervision, training, protective clothing, and equipment, hazard communication requirements.

- **Fire Prevention:**
  - Extinguishers, alarms, sprinklers, smoking rules, exits, personnel assigned, separation of flammable materials and dangerous operations, explosion-proof fixtures in hazardous locations, waste disposal and training of personnel.

- **Maintenance:**
  - Provide regular and preventive maintenance on all equipment used at the worksite, recording all work performed on the machinery and by training personnel on the proper care and servicing of the equipment.

- **Personal Protective Equipment:**
  - Type, size, maintenance, repair, age, storage, assignment of responsibility, purchasing methods, standards observed, training in care and use, rules of use, and method of assignment.

- **Transportation:**
  - Motor vehicle safety, seat belts, vehicle maintenance, safe driver programs.

- **First Aid Program/Supplies:**
  - Medical care facilities locations, posted emergency phone numbers, accessible first aid kits.

- **Evacuation Plan:**
Hazardous Chemical Storage

Safety procedures will also cover proper handling and storage of any toxic cleaning compounds, sanitizing agents, solvents and pesticide chemicals used in the cleaning and pest management of the dispensary in accordance with applicable laws, rules, and regulations, as outlined by §1151.22(a)(8). All toxic cleaning compounds, sanitizing agents, solvents and pesticide chemicals used in the cleaning and pest management of the dispensary will be labeled and stored in a manner that prevents contamination of medical marijuana and in a manner that otherwise complies with other applicable laws and regulations – §1161.34(a)(4). In addition, MSDS sheets for these solutions will be readily accessible on shelves where they are stored.

Solvents

Any solvents stored in the dispensary, will be stored in a storage cabinet in compliance with local, state and federal guidelines, and adhere to OSHA standards in regards to the quantity of solvent onsite and proper storage containers. Flammable liquids stored in the dispensary area will never exceed 10 quarts at any given time, and total flammable liquids stored onsite or in a single storage cabinet will never exceed 60 gallons at any given time. Solvents will be stored in containers complaint with OSHA 1910.106(d)(2) and storage cabinets compliant with OSHA 1910.106(d)(3).

Chemicals

Employees will follow all applicable handling and storage protocols as defined in the Material Safety Data Sheet for any chemicals and sanitizer solutions used in the dispensary.

It is established that requirements of OSHA’s Hazard Communication standard will be met, and department managers are assigned responsibility for conducting job-specific hazard training on chemicals used by their employees. After attending training, each employee will sign a form to verify that they attended the training and understand company policies on hazard communication. Copies of Material Safety Data Sheets (MSDS) for all hazardous chemicals to which employees may be exposed will be available by hard copy in each chemical area of the department in a designated MSDS binder.
Safety Rules
Safety rules are provided as guidelines for safe operations. All employees will be given a copy of the safety rules upon initial employment and must sign and return the acknowledgment form after they have reviewed the safety rules and ask any questions. The safety rules will be periodically reviewed by the Director of Safety/Maintenance to ensure they are applicable and current. Safety rules include those relevant to accident and hazard reporting, drug and alcohol use, driving, work-related injuries and the required use of personal protective equipment. Enforcement measures and disciplinary actions detailed are to be implemented in response to safety rule violations established herein. All emergency situations including chemical spill response will be handled by local emergency response agencies. Additional measures serve to establish procedures for injury claims and policies related to workers’ compensation and benefits provided. These safety rules are designed to provide employees with knowledge of the recognized and established safe practices and procedures that apply to many of the work situations encountered while employed. Employees are responsible for consulting their department manager for guidance if in doubt about the safety of any condition, practice or procedure.

Accident reporting: all accidents or near misses will be reported to department managers immediately. Falsification of company records, including employment applications, time records or safety documentation, will not be tolerated.

Hazard reporting: Notify a department manager immediately of any unsafe condition and/or practice.

Alcohol or illegal drugs: no illegal drugs or alcohol will be allowed on the worksite. Employees will notify their department manager if they are taking any prescription drugs that might affect their judgment. Coming to work intoxicated will not be tolerated and the offending employee can be subject to immediate termination.

Driving: while driving a KCIW vehicle or driving your own vehicle for company business, employees must obey all traffic laws and signs at all times.

Lifting: when required to lift an item, always seek mechanical means (forklift, lift table, pallet jack, etc.) first. If an item must be lifted manually, please refer to the detailed lifting safety rules before performing the task. All motorized operated equipment will be tested/inspected prior to use. All personnel or contractor operating the equipment must be certified prior to operating.

Falls: when working above a lower level (4 feet in general industry, 6 feet in
construction) with unprotected sides, edges or openings, employees will protect themselves by use of guardrails or an approved personal fall-arrest system (e.g., lanyard, fall protection harness, anchor point). Each fall-arrest system Anchor point must be rated per OSHA guidelines

**Personal protective equipment (PPE):** Appropriate PPE must be worn at all times. Wear approved eye and face protection when performing any task that could generate flying debris. When working with chemicals, wear protective eyewear and gloves. Wear gloves when handling metal, rough wood, fiberglass and other sharp objects. Wear a hard hat when there are overhead hazards. When working with any Electrical equipment FR gear will be required per (NFPA 70E regulations). All contractor and personnel will be required to have training prior to working with Electrical equipment. This training will be required every 3 years or when new regulations are released.

Other safety rules:
- Do not stand on furniture to reach high places; always use a ladder or step stool.
- Use handrails when ascending or descending stairs or ramps.
- Close all drawers to file cabinets after use to prevent tripping or bumping hazards.
- Keep floor clear of water by mopping as necessary.
- Wear appropriate PPE when using cleaning agents.
- Ensure all exhaust equipment is operational prior to beginning work.

**Violation of Safety Rules**
Employees will be subject to disciplinary action for violations of safety rules. Employees will be afforded instructive counseling and/or training to ensure a clear understanding of the infraction and the proper conduct under organizational guidelines. All training will be documented in a safety rule violation notice form and placed in the employee’s personnel file. Nothing in this policy or this safety program will preclude management from terminating an employee for a safety violation. This is not a progressive discipline system and any safety violation may lead to an employee’s termination without prior instruction or warning.

Management reserves the right to impose any of the following disciplinary actions it
deems appropriate:

- Verbal warning with documentation in personnel file.
- Written warning outlining nature of the offense and necessary corrective action with documentation in personnel file.
- Termination.

Management, including department managers, shall be subject to the above disciplinary action for the following reasons:

- Repeated safety rule violations by employees under their supervision.
- Failure to provide adequate training prior to job assignment.
- Failure to report accidents and provide medical attention to employees injured at work.
- Failure to control unsafe conditions or work practices.
- Failure to maintain sanitation standards and cleanliness in their departments.

**Injury Claims**

- All employees will be provided with an explanation of the workers’ compensation system and the benefits it will provide to them by their department manager.

  - In the event of a work-related injury or illness, the injured employee must report the event to his/her department manager or the safety coordinator before the end of the work shift.

  - If the injured employee needs immediate medical attention, he/she will be driven or sent to the nearest appropriate hospital or clinic.

  - Drug and Alcohol testing must be completed at the time of injury if medical attention is required.

  - If the injury is not an emergency, an appointment will be made with one of the worker’s compensation provider’s designated medical providers as soon as possible.

  - Once a department manager has been notified of an injury, the department manager will provide a list of designated providers and written instructions, and will have the employee sign and date this written instruction. A copy of the signed written
instructions will be given to the employee and kept in his/her personnel file.

- A management accident investigation will be conducted following all work-related injuries. The department manager or safety coordinator will be responsible for interviewing the injured employee and all witnesses.

- The safety coordinator will report the claim to the worker’s compensation provider.

- If the incident involved an employee death or a catastrophe (3 or more employees admitted to the hospital) OSHA (1.800.321.6742) must be notified within eight hours, along with the Pennsylvania Department of Worker’s Compensation.

- The safety coordinator will use information from the accident investigation to identify changes that may help prevent future incidents.

- For lost time claims, the KCIW will contact the injured employee at least once a week to answer questions, keep the injured employee informed of organization activities, and discuss return to work options.

- The safety coordinator will contact the medical provider after each appointment to keep current on the employees work status, medical progress, and to ensure that appointments are being kept.

**Modified duty procedures will be as follows:**

- Department managers will determine if an employee can return to his/her regular job duties and evaluate the medical restrictions.

- If an employee is unable to return to normal job duties, the department manager will determine if the employee’s position can be temporarily modified to accommodate the restrictions.

- If the job cannot be modified, the safety coordinator will evaluate other tasks or positions the employee may be able to perform until the medical restrictions are lifted.

- If an employee is unable to return safely to a modified position, the medical restrictions will be re-evaluated after each doctor’s visit to ensure the employee is returned to work as soon as possible.

- An entry will be made in an OSHA 300 Log for all cases involving medical treatment for employers with more than 10 employees.
• Accurate records will be kept for all workers’ compensation claims. This file will document all communications regarding the claim and all records from the medical providers and worker’s compensation provider.

“Right to Know”

KCWI is committed to eliminating hazardous materials and chemical incidents that could result in injury and/or illness to any employee. OSHA Hazard Communication standard (29 CFR 1910.1200) is based on the simple concept that employees have both a need and a “right to know” the identities and hazards of any chemicals they work with during the course of their employment. Employees also need to know what protective measures are available to prevent chemical exposures and how to avoid adverse health effects. KCWI’s hazard communication program will meet these requirements and will be available upon request for review by all personnel.

KCWI will ensure that all containers within its facility have a complete label and that a copy of the original manufacturer’s label will be made and placed on any secondary container, or at minimum the product’s name, all hazard warnings (corrosive, flammable, skin irritant, etc.) and the manufacturer’s name and address will be placed on the container in permanent ink.

Copies of MSDSs for all hazardous chemicals to which employees may be exposed will be available by hard copy in each chemical area of the department in a binder designated “MSDS Sheets”. Employees are encouraged to read MSDSs for the chemicals they use. MSDSs will be available to all employees during all shifts. If an MSDS is missing, or if a new product arrives without an MSDS, immediately inform the department manager so they can acquire the MSDS.

Training

Prior to starting work, each new employee will attend a health and safety orientation and will receive information and training on the following:

• An overview of the requirements contained in OSHA’s HAZCOM standard: 29 CFR 1910.1200.
• Chemicals present onsite.
• Location and availability of written hazard program.
• Physical hazards and health effects of any hazardous chemicals.
• Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area.
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- How to reduce or prevent exposure to these hazardous chemicals by using engineering controls, work practices, and personal protective equipment.
- Steps that were taken to reduce or prevent exposure to these chemicals.
- Emergency procedures to follow if an employee is exposed to chemicals.
- How to read labels and review MSDSs to obtain appropriate hazard information.

Training updates will be provided at the time of initial assignment to tasks where occupational exposure to a hazardous chemical may take place. Training will be repeated whenever a new chemical or a new hazard is introduced into the work area.

Approved Products List
Department managers will maintain a list of all the chemicals and products used within their department. This list is kept in the front of the MSDS book. Each chemical entry on the inventory list has a corresponding MSDS available for providing specific hazard information and personal protective measures. This list must be updated quarterly to remove chemicals that are no longer in use and to add new products. Occasionally, an employee may be asked to perform a task that is not part of their normal job. Before taking on a new task, the affected employee will be given information by their supervisor about any hazardous chemicals that might be used during the activity. This information will include:

- Specific chemical hazards;
- Protective measures employees can take; and
- Measures taken to reduce the hazards, which might include ventilation, personal protective equipment, use of the buddy system, and emergency procedures.

Department managers are also responsible for identifying and obtaining MSDSs for chemicals any contractors may bring into the facility and for providing contractors with the following information:

- Hazardous chemicals to which they may be exposed while onsite and the procedure for obtaining MSDSs;
- Precautions contracted employees may take to reduce the possibility of exposure by using appropriate protective measures; and
An explanation of the company's labeling system.

**Contamination and Pest Management**
Sanitization procedures will cover contamination prevention and pest protection protocols throughout the facility. As required by §1161.33(a), KCIW will have a separate, locked, limited-access area for 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, to be disposed of as required under §1151.40. Along with this prevention measure, all equipment and surfaces, including floors, counters, walls, and ceilings, will be cleaned and sanitized before and after each use to protect against contamination, using a sanitizing agent registered by the United States Environmental Protection Agency, in accordance with the instructions printed on the label. All equipment and utensils used in a dispensary will be designed and of such material and workmanship as to be capable of being adequately and easily cleaned, as outlined by §1151.33(a)(1), and equipment and surfaces will be made of NSF or FDA approved contact materials, such as stainless steel, polyethylene(s), polypropylene(s), glass or other food- or pharmaceutical-grade material, and will not react adversely with any solvent/chemical being used – §1151.33(a)(4). Contamination prevention protocols will ensure all waste is properly removed and disposed of in accordance with §1151.40 and state law and regulations, and all floors, walls, and ceilings are kept in good repair – §1161.34(a)(1)&(2).

In accordance with §1161.34(a)(3), pest protection protocols will adequately protect against pests through the use of integrated pest management practices and techniques that identify and manage pest problems, and through the regular disposal of trash to prevent infestation. All dispensing and storage areas will be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds and pest of any kind – §1151.31(b). In addition, a professional pest management company will be contracted after proper security clearances have been obtained.

**Product Handling**
Sanitization procedures will also cover medical marijuana handler restrictions, handwashing facilities, and lavatory access. KCIW will require all employees working in direct contact with medical marijuana to comply with all food handler restrictions in §27.153 and to conform to KCIW sanitary practices while on duty, such as maintaining adequate personal hygiene, wearing proper clothing, including gloves, and washing hands thoroughly in an adequate handwashing area before starting...
work and at any other time when hands may have become soiled or contaminated – §1161.34(b). KCIW will provide its employees and visitors with adequate and convenient handwashing facilities furnished with running water at a temperature suitable for sanitizing hands, effective nontoxic sanitizing cleaners and sanitary towels or suitable drying devices located in processing areas and where good sanitary practices require personnel to wash and sanitize their hands, as well as provide adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair – §1161.34(c)&(d).

Hazard Analysis Critical Control Point
Hazard Analysis Critical Control Point (HACCP) programs will be instituted to maintain product safety. HACCP is a management system, developed by the Food and Drug Administration, in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement, and handling, to manufacturing, distribution and consumption of the finished product. For the dispensing of medical marijuana, the HACCP program will
focus on controlling biological (e.g. microbiological organisms and toxins) and chemical (e.g. cleaning solutions, solvents, and reagents) contamination and physical hazards (e.g. faulty or defective packaging and foreign matter). Biological and chemical contamination and physical hazards of concern and their mitigation will be specifically addressed in KCIW’s operations plan, as well as in the company’s sanitization and QA&QC procedures.

All equipment used in the dispensing of medical marijuana will be cleaned and sanitized before and after each use. All items used in the packaging and storage of medical marijuana products will also be cleaned and sanitized prior to use. Further, all product packaging will be inspected upon receiving and again prior to use - defective or faulty packaging materials will be disposed of immediately. Foreign matter, such as hair, dirt, debris, saliva and other bodily fluids, will be controlled/mitigated using proper PPE, like hairnets, facemasks and gloves. Through the use of HACCP programs, KCIW will ensure that all pieces of equipment, work surfaces, and packaging materials are free of biological and chemical contamination, as well as physical hazards, and are safe for use.

The QA&QC procedures will ensure all medical marijuana distributed by KCIW is tested for contaminants and cannabinoid profile in compliance with testing guidelines published by the Department, and that the results of all testing are maintained for more than one year. The QA&QC procedures will ensure all medical marijuana is dispensed in a safe and sanitary manner.

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:

Summary

The Keystone Center of Integrative Wellness (KCIW) dispensary record-keeping plan will comply with the Rules and Regulations of the Department of Health and incorporate the best practices of the medical marijuana and comparable industries. Several regulations apply to record keeping functions, specifically 1161.32 (a)–(c), referencing §1141.45 (inspection and investigation), §11.41.46 (reports), §1161.23 (dispensing medical marijuana), §1161.24 (limitations on dispensing), §1161.28 (labels and safety inserts), §1161.29 (plans of operation), §1161.30 (visitor access
KCIW’s record keeping policies and procedures demonstrate not only compliance with the Commonwealth requirements but also a commitment to full and transparent documentation of its operations. All employees will be required to attend a training session that will instruct such employees on the regulations set forth by the department specific to patient record filing and system requirements and HIPPA. After the training, employees will be required to sign a statement stating that they fully understand regulations, agree to be compliant and fully understand the repercussions of failure to follow the regulations.

Relevant Experience
KCIW will benefit from the years of regulatory compliance experience from its Compliance Officer, Debra Altland. Ms. Altland has over 10 years of experience in the implementation and enforcement of compliance and record keeping. Debra was the Director of Home Care for MedStaffers, and while performing her duties, Debra ensured that all patient and employee charts met and exceeded state regulations and requirements. She consistently ensured that the processes, policies, and procedures for the agencies with whom she worked to oversee were effective. If regulations changed Debra ensured that the companies and her staff were always up to date on the changes, and immediately put policies and procedures into effect to ensure that these updates and changes were being implemented. Debra moved from MedStaffers to become the Director of Service Coordination for Alma Health Skilled Services, LLC. She immediately put into place a plan to perform quarterly chart audits for all consumers who were being served under Service Coordination. This procedural dedication resulted in a deficiency-free QMET audit, the first ever in the state of Pennsylvania for Service Coordinators. She was then named the Chief Operating Officer of the Service Coordination and Home Health divisions. Under her tireless efforts, she brought both divisions into compliance, and set forth official protocols to ensure that the company continued to meet, and exceed all Department of Health, Medicare, and ACHC standards.

Over the past two decades MedStaffers and Alma Health have successfully completed all mandatory local, state and federal regulatory audits in an industry that driven by regular tests for compliance. These audits are conducted on annual or bi-annual basis by various county, state and Federal departments which include, but are not limited to, The Department of Health, Departments of Office of Long
Term Living, The Department of Human Services, CMS, ACHC and the Area Departments of Aging, all of which have or focus on different regulations, which are subject to review and update with little to no notice.

The owners of MedStaffers and Alma Health have put in place a staff, and placed to direct those staff, people who have the full understanding of these regulations and the passion to meet or exceed them. Over the course of a combined 20 years of serving communities statewide, both companies have never received a score below a 95% rating. Alma Health Skilled Services was the recipient of the first ever (and still only) company in the state of Pennsylvania to score a 100% compliance rating during their 2016 QMET audit.

The ownership has placed this emphasis on compliance, and ensured that all staffers in Management, Compliance and record keeping positions share their passion and dedication. Understanding of all requirements and regulations, and the implications they carry into day to day operation of service coordination and home health care, must be comprehensive, to ensure that patient and employee charts meet and exceed state regulations and requirements. We have consistently ensured that all the processes, policies, and procedures exceed standards.

Regulations change on a daily basis with all the departments mentioned above. This can be very trying but with our experienced staff in place, we are able to sustain compliance in all departments. We have worked tirelessly to ensure compliance, and have gone above and beyond to set forth protocols to ensure that the company will continue to meet and exceed Department of Health, Medicare, and ACHC standards.

KWIC’s Compliance Officer and General Manager will collaboratively develop KCWI’s recordkeeping standard operating procedures (SOPs), employee training program and implementation, ongoing compliance reviews, and randomized audit protocols. In the event that a discrepancy is noted with regards to recordkeeping, the General Manager will work with the Compliance Officer on appropriate employee retraining, reviews and modifications to SOPs, reporting to the Department and local/state law enforcement (whenever appropriate), and strategic planning with regards to mitigating and eradicating any compliance violations.

**Company Policies**

KCWI will ensure compliance with all laws and regulations pertaining to its operation as a licensed organization including recordkeeping. However, the operational needs of the company require records in excess of the mandated
requirements; therefore, KCIW’s recordkeeping policies and procedures as
detailed in this section will cover, but are not limited to, employee files, patient
records, records of inventory and all dispensing transactions. KCIW has adopted
procedures for maintaining records that conform to the Department, medical
marijuana regulations and best practices for the pharmaceutical sectors.
Complying with Inspections
The Department is at liberty to conduct announced or unannounced inspections or investigations of KCIW’s books, records, papers, documents, data, and other physical or electronic information – §1141.45(a)&(b)(1). To comply with these regulations, KCIW will ensure all documentation requested by the Department including all corporate documents required by law, such as meeting minutes, annual reports, stock or membership agreements will be made available. The Compliance Officer is responsible for recordkeeping, data retention and backups to ensure the company maintains true, complete and accurate records in accordance with the Department regulations.
Employee and Payroll Data
KCIW will maintain records documenting the salary and wages paid to each employee, the stipend paid to each executive manager and any executive compensation, bonus, benefit or item of value paid to any individual affiliated with the company, including executive managers. These confidential records must be maintained for a recommended period of at least seven years or longer if required by law.

Standard Operating Procedures
KCIW will maintain a detailed description of plans, procedures and systems adopted and maintained for tracking, recordkeeping, record retention and surveillance systems, relating to all medical marijuana at every stage including delivery, transporting, distributing, sale and dispensing by each proposed dispensary. KCIW will maintain records required for a period of four years and make these records available to the Department upon request.
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[Redacted text]

[Redacted text]
Unauthorized Alteration of Records
Any loss or unauthorized alteration of company records discovered or suspected by any employee must be reported to the General Manager immediately. The General Manager will report such incidents to the Department and law enforcement as necessary. Upon discovery of a records security breach, the General Manager must review all recordkeeping and security policies to identify deficiencies and necessary corrective measures. Incident reporting must be documented by the General Manager and reported immediately to upper management, in accordance with company reporting and notifications policies and procedures. Anyone with knowledge or a reasonable suspicion of an incident will be instructed to make an immediate report to the General Manager and record the incident in the incident log. All incident activities, from receipt of the initial report through post-incident review, are to be documented and recorded in the electronic tracking system. The General Manager and Chief Security Officer are responsible for ensuring all events are recorded, assembling these records in preparation and performance of the post-incident review and ensuring all records are preserved for inspection.

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

Section 18 – Organizational Structure

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<th>Applicant’s Form of Organization</th>
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<td>☐ Limited Liability Company</td>
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Applicant’s Organization Documents

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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:

Capacity to Operate & Business Acumen

Introduction

All patients are unique. From that simple observation the principal and associate team members at the Keystone Center of Integrative Wellness (KCIW) have dedicated themselves to executing an iterative process of discovery, and feedback. The goal is to achieve optimal outcomes in our:

- Approach to patient care;
- Maximizing patient outcomes;
- Recording and identifying product efficacy;
- Providing feedback about results (stripped of HIPPA-violating details) back to processors and growers;

with the expectation that processors can in turn develop a broader range of products which have higher yield outcomes. The end result is improved and varied options for the many conditions treatable by medicinal marijuana.

The purpose of this narrative is two-fold: first, to identify key team members who will bring their industry-specific experience and expertise in areas ranging from compliant handling of controlled substances, to waste disposal, dispensing, record keeping, and inventory management, with unwavering attention paid to HIPPA and all relevant State and Federal agency guidelines; and second, to document the principals’ successful business acumen.

The experience we have, and the team members we have chosen to diversify and strengthen our skill-set, give us the capabilities we need to meet an aggressive but achievable 6 month launch window.
Pennsylvania Department of Health
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Prior Professional Experience in the Controlled Substance Industry

The principals at KCIW are Christopher and Mary Pat Julias and Aaron and Krista Krebs; The Juliases and Krebs are all life-long Pennsylvania residents, having completed their educations, and raised their families, within the Commonwealth. They have deep connections to the state, their families and their communities, and have established roots – starting businesses and raising families - and immersed themselves and their children with a dedication, duty and commitment to give back to their communities.

Together they have assembled a team of highly skilled professionals who in addition to dispensary expertise have experience in the security, managing, distribution, quality control and testing of control substances. Their core team members include:

Chief Security Officer, REDACTED

Director of Pharmacy Science, Umamaheswar Siripurapu (“Sam”)

Umamaheswar Siripurapu (“Sam”) brings 10+ years of hands on pharmacy dispensing and management experience, and will use this experience to ensure the KCIW is able to successfully serve the needs of Pennsylvania’s medical marijuana patient population.

REDACTED

Pharmacist, Michael Dymek

Michael Dymek adds 20+ years of pharmaceutical experience to our staff. He has expertise in consulting and coordinating with physicians, insurance companies, and patients to ensure patients and caregivers receive accurate education on proper medication dosing, drug interactions, side effects of note and symptom and disease management. He manages ancillary staff to dispense and fulfill compound prescriptions, maintaining accurate patient records to include dosing information and directions for use.

REDACTED

Director of Nursing, Emilia Slavova

Emilia Slavova has over 25 years of academic and field expertise in multiple nursing disciplines. In the last 15 years, since obtaining her second Masters degree (in Speech Pathology; her first being in Electronics), she has:
- Served as a lab assistant in an ECG and Phlebotomy lab
- Obtained (and retains) her National Phlebotomy Certificate in 2004
- Obtained (and retains) her National ECG Certificate in 2009
- Served four years as a PA Licensed LPN
- Completed 1000+ clinical hours at five health care facilities in the completion of her third Masters (Masters of Science in Nursing / Family Nurse Practitioner)
- Obtained and maintains license as an RN in Pennsylvania

**Chemist/Director of Quality Assurance and Quality Control, Christopher Julias**

Mr. Julias is, in addition to being one of the four principals (and CIO) at KCIW, also the possessor of over two decades of experience handling controlled substances. From the earliest points in his career, as a Chemist at Wyeth Pharmaceuticals (subsequently purchased and now part of Pfizer), he handled, transported, and tested and validated the composition and purity of Schedule II injectables to ensure they were within manufacturing specifications.

**The Principals**

The Krebs and Juliases own and operate multiple businesses headquartered in the Commonwealth of Pennsylvania, which have demonstrated consistent growth and a history of exceeding expectations – including in the form of superlative audit results from government agencies (including the Pennsylvania Department of Health) and financial growth beyond industry norms. Major themes contributing to their successes have been the drive to diversify, and the ability to identify areas of need and employ talented, experienced team members who have the skill sets and shared vision required to fill them.

**The Krebs**

**Business Summary**

The Krebs own and operate several successful businesses, the oldest having been formed twelve years ago. Drawing from both their own personal experiences with devastating illnesses, and those of friends and family dealing with their own life-altering conditions, or simply the effects of aging, they have dedicated themselves to educating, caring for, and empowering people to improve their quality of life and regain their dignity.

Out of that mission, Alma Health LLC d/b/a MedStaffers was formed in 2005 as a medical staffing company, with the vision of providing compassionate care, augmented with an educational process to benefit their clients. From a business standpoint, given the sometimes mercurial nature of the health care industry, developing as broad a base of differing types of care was a corporate mission as well. The company initially provided temporary medical staff to 65 hospitals, nursing homes and various other organizations, until 2008 when the economy retreated.
However, as it became clear that other areas of health care were in similar need of a compassionate, consumer-advocate provider, they had begun a home health care division in 2006. As a consequence of this diversification and broadening of offered services, despite the nearly complete economic cutbacks by facilities of 2008, the company was still able to break even, as home health care revenue offset the fading facility staffing numbers entirely.

By 2012, MedStaffers broadened their scope further, almost doubling the number of contracts with various Area Agencies of Aging within the state. They also began to provide service coordination under the Office of Long Term Living Waiver for Home and Community Based Supports Services.

Alma Health Skilled Services became a separate entity in 2013, due to the conflict of interest requirements under OLTL. Its purview encompassed all service coordination services. Mr. Krebs serves as President and CEO, and Debra Altland, a compliance specialist is COO in charge of day to day operations. Within 3 years, under Ms. Altland’s very diligent and careful guidance, the company grew from 2 service coordinators to 55 SCs managing 1700 clients, from 6 offices throughout the 67 counties of the Commonwealth. This was achieved by combining successful demonstration of performance – excellent audit results and client satisfaction surveys supporting her customers-and-regulations-first policies - with identification and careful vetting of prospective staff additions to ensure they shared our firm beliefs in how things must be done – to the letter of the regulation, but with compassion.

Alma Health Skilled Services has continued the policy of diversification and stringent adherence to rules and regulations, and consequently Ms. Altland’s efforts have resulted in Medicare certifications, ACHC accreditation, a skilled nursing license division, all while doubling the size of the coordination staff to meet the growing demand of client referrals that were seeking out Alma Health Skilled Services to be their service coordinator agency.

This growing demand is the direct result of Ms. Altland’s diligent adherence to an audit-friendly mantra: “Document, document, document – and log, log, log.” Consequently, in a world of very stringent and exacting Medicaid and Medicare regulations, Alma Health Skilled Services has achieved the honor of being the very first service coordination company in Pennsylvania to receive zero plans of corrections since the inception of the Home and Community Based Services Program.

In parallel, MedStaffers has added a minimal 12% growth each year since the split, obtaining a nursing license, and Joint Commission of Accreditation for Hospital Organizations (JCAHO) accreditation, leading to complicated private duty cases.

A Brighter Living is an adult day care service provider, the latest launched effort to arise out of the Medstaffers family. With an aim to franchising, and propagating their
empowering care format state-wide. Two locations are opening in 2017 to start. Growth strategies include franchising, acquisitions, and identifying key partnerships, potentially beyond Pennsylvania as it grows.

The Krebs also have established a real estate holding company, AKTerra LLC, as they are investing in a permanent headquarters located in Carlisle, PA.

Among the Krebs’s five-year list of goals is a plan to open a dialysis center and a pediatric ventilation day care. The experiences of friends and families who have endured multiple kidney transplants, and the difficulties involved in being on the wait list, they believe that the dialysis procedure, all too often a cold and clinical process as spartan, uncomfortable facilities, should be done better and with more compassion to the recipients. For similar reasons, the prospects of operating a pediatric ventilation center rank high on their list of areas that need attention. They believe strongly that these types of facilities (and others) can offer more to the patient, and preserve their dignity while doing so.

**Compliance and Regulatory Policies**

Each of the companies formed by the Krebs have established a reputation for meeting, and usually exceeding, the standards for operation set forth by various Offices of Long Term Living, Area Agencies of Aging, and other State and Federal regulatory and oversight agencies. MedStaffers and Alma Health Skilled Services both have stellar track records in audit performances that bears out their attention to detail and refusal to cut corners.

As an example, Mr. Krebs has custom-developed multiple software pieces for the purpose of processing from both state (e.g., Home and Community Services Information System, or HCSIS) and corporate databases (internal billing and time data). These have served as one-time pieces to support audit reporting and as bi-weekly tools to create reports as checks and balances in claims processing.

Having previously adopted many of the policies and procedures that govern the Medicare and Medicaid worlds with great success, we intend to apply similar policies, procedures, and practices to our dispensary model. Debra Altland, as Chief Compliance Officer, will develop and implement self-auditing policies and procedures to ensure that Keystone Center of Integrative Wellness remains “survey ready”.

We will be adapting another Medicare Condition of Participation regulation in parallel; a Quality Management and Performance Improvement (QAPI) program that will ensure compliance and excellence. This level of focus towards ongoing continuous quality improvement is essential in any healthcare based organization. By implementing quality goals and benchmarks that are reviewed monthly and reported quarterly by a QAPI committee to the Board of Directors, KCIW feels our program will set the bar for dispensary standards.
We also will require all staff to have a child abuse clearance and run monthly OIG, EPLS, Medi Check and Sex Offender Registry checks on personnel.

Our approach to training on a topic is to identify the regulations that are pertinent to a care-giving or coordination situation, and verify any questions as to their purpose via direct interaction with the regulating agency. The steps necessary to meet the requirements are documented and laid out as simply as possible so that the caregiver or coordinator can have it explained without adding unnecessary baggage to the concepts. In all cases, every opportunity is made to include logging and documenting steps so the confirmation of the process is obtained.

As an example, the implementation of a telephone system for documenting and reporting shift times posed some initial challenges with service plan/authorization, but the matter was quickly addressed with a more comprehensive initial training upon hire, coupled with frequent monitoring by care coordinators. This regulatory experience will help KCIW to successfully become operational within six-months of being issued a permit, by ensuring compliant processes are in place and staff are trained to them correctly and efficiently.

**Focus on Employee and Patient Retention**

The result of their diligent attention to regulatory policies, and attention to the needs of their employees and clients, is a retention rate of both clients and employees which greatly exceeds industry standards: under 4%. This level of retention is unheard of in the healthcare industry, and we believe will translate to similar, relatively commendable retention in the pharmaceutical arena.

MedStaffers is also one of the only home care agencies that offers insurance and PTO to all of their employees. Out of 450, they supply over 100 with insurance. All employees can earn up to two weeks off every year. It is a company that embraces their patient and employee based motto: “Quality of Care is Quality of Life and Quality of Life is Quality of Care.”

The Krebs have previously demonstrated their ability to rapidly establishing viable, compliant, consumer-compassionate businesses. Their past multiple successes in a heavily regulated industry, which demands a very high level of ethics and accountability, and lay under the purview of the same Department overseeing the Medical Marijuana dispensary program, augurs well for their ability to establish a functioning infrastructure. A 6 month timeline to operation for a dispensary, while aggressive, is one which the Krebs have shown they have the experience to accomplish, without cutting corners or diminishing the services provided to patients, caregivers or the community. This capacity is a key reason KCIW will be able to open within the required timeframe.

**The Juliases**
Research Design Team, Inc. (RDTeam), a women owned business, was founded by Mary Pat Julias in 2006 with the support of her husband, Chris. The company’s humble beginnings in an 8x10 home office form a stark contrast to today, as RDTeam has expanded into an 8,000-sq. ft. Philadelphia based headquarters with 4 satellite offices in Denver, CO; Tampa/St Petersburg, FL; Santa Cruz, CA; and Jamestown, RI. Additional partner facilities are located in Boston, MA; Chicago, IL and Albuquerque, NM.

Over the past 10 years, RDTeam has survived and thrived in the ever-changing fiscal environment of corporate acquisitions and mergers in the consumer product goods (CPG) industry. In addition, with corporate America increasingly adopting our government’s accounting practices (e.g., 90 net), the result is that smaller, less financially stable research suppliers are being forced to either close or be acquired by larger research vendors. In response to this change, RDTeam has creatively established successful satellite offices with little to no overhead costs and has generated an active database of 2,000+ additional participants – all accomplished within the initially targeted 4 month timeframe. This aggressive growth initiative increased profitability by 30% on projects in these markets.

In the world of large scale consumer testing, the prevalence of aggressive timelines, multi-faceted objectives, complex factorial design, and hard line budgets can parodically leave little room for plan deviation, while simultaneously requiring the ability to adapt quickly.

A common scenario could involve coordinating the placement of new or test product(s) in the homes of 600-1000 survey participants nationwide, for their evaluation and subsequent participation in multiple on-line surveys within 3 days and across different time zones. RDTeam’s proven track record is attributed to Mary Pat’s strong leadership and organizational skills in directing multiple cross-functional teams with the foresight to identify possible obstacles or issues – such as anticipating participant dropout rates - and proactively deliver world-class solutions – for RDTeam’s customers, the results are high quality, on-time deliverables.

The Juliases have also established a real estate holding company, Shire Holdings LLC, to manage the multiple property locations that RDTeam has occupied.

The Juliases have shown the ability to meet an aggressive schedule while bringing multiple businesses locations to a fully operational status. In a three month period they established and opened four fully functioning ancillary office locations in multiple states, meeting rigorous local conditions and tailoring each to suit their local needs. Although 6 months leaves narrow margins for planning a deployment, they have shown the ability to handle simultaneous diverse, regulation-sensitive and that is why KCIW will be able to meet the required timeline.
Potential risks to long term sustainability

The primary risk to long-term sustainability for dispensaries would be the reclassification of the product. The expectation in such a scenario would be that Pennsylvania would most likely disband dispensary licenses 3 years from reclassification date.

Our primary mitigation strategy is to ensure that KCIW is as diversified and resistant to such a reclassification as possible. As one of KCIW’s goals is the improvement of our communities by empowering and restoring our clients to becoming contributing members of the community, and continuing to develop other areas of that process (of which the symptomatic treatment capabilities of medicinal marijuana are just a part), we feel that the reclassification would not irreparably damage the viability of the Wellness Center’s model. Dispensary space could be repurposed and the education and work programs would continue to ensure our clients’ improved quality of life.

_Expeditious Land, buildings and equipment_
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

**DOH REDACTED**

**Moral Characters of the Business Owners:**  
REDACTED

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**SECTION 20 – CURRENT OFFICERS**  
Provide the position, title in the applicant’s business, and address information for all current officers, directors, partners or trustees.

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

**SECTION 21 — OWNERSHIP**

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

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

Complete the appropriate section(s) below:
### A. For C-corporations, S-corporations, LLCs and LLLCs

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**Pennsylvania Department of Health**

**Medical Marijuana Dispensary Permit Application**

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

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

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If more space is required, please submit additional information on other partners in a separate document titled “INTEREST OF OTHER PARTNERS (CONT.)” in accordance with the attachment file name format requirements and include it with the attachments.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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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.

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

SECTION 23 – COMMUNITY IMPACT

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

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

When Pennsylvania first began the lengthy process of legalizing medicinal marijuana, it made the creation of integrated programs that could positively impact Commonwealth communities possible. The Keystone Center of Integrative Wellness (KCIW) was built with a profound belief that a community is not the product of one single, evenly connected group but rather the intersection of multiple diverse groups all working towards a collective vision.

KCIW has a core mission designed to benefit the communities of Pennsylvania: integrating a medicinal marijuana dispensary with a center for human services, educational opportunities, and the keystone to workforce development. We believe that community partnership is the catalyst of positive change and not the result of it. Collaborative efforts between ourselves and numerous community benefactors in Northeast Pennsylvania, have and will continue to provide great networking channels in communities throughout the region. Each organization brings its unique strengths to the partnership and provides best of breed affiliations, as well as delivers a foundation of sustainability, prosperity and commonality of dedication that enhances our overarching vision. Our goal at KCIW is to promote growth – be it in economic, agricultural, workforce, or basic health and wellness – across Pennsylvania.

Through a multi-disciplinary approach, bolstered by partnerships within the local community to address variously identified needs, KCIW will provide a Community Impact plan that encourages and facilitates:

- Community Engagement
- Rehabilitation
- Education, Outreach, Training, & Research
- Workforce Development & Local Economic Sustainability
- Philanthropy, Community Contributions, and Charitable Giving

COMMUNITY ENGAGEMENT

Societies thrive when their citizens are engaged and able to collaborate across "niche" boundaries KCIW intends to invoke positive change by focusing on the desires, needs, and struggles of diverse individuals in the community and by creating opportunities to engage them.
As KCW worked to establish our mission and infrastructure, our team met key community stakeholders to educate ourselves on challenges facing the local populace. We have counseled patients battling terrible diseases and diagnoses who have lost hope in their future quality of living. Through the encouragement of candid conversation amongst community members, we have been made aware of rising concerns regarding job availability, healthcare, and the future sustainability of their communities. KCW has engineered an innovative solution to a multitude of issues present within Northeast Pennsylvania communities.

We've aligned ourselves with researchers, investors, business owners, and organizations that are working to provide more opportunities within Northeast PA counties and towards the betterment of the local and regional economy. We believe that social groups are self-propagating and that people who share the same values attract each other. With these social constructs in mind, we have aligned ourselves with progressive partners in the medical, educational, scientific, and workforce communities to foster stability, steer a collective vision, and impact the community on a grand scale.

We strongly believe that when community members are welcomed to participate in the changes occurring in their town, their interest will increase, yielding a stronger and thriving community.

The Northeast Pennsylvania region is vital to our overarching strategy for economic development and community growth. One of our proposed dispensaries in the Northeast will be located within the Northeast Education and Technology Center (NEET) in Mayfield, a few miles outside of Scranton, Pennsylvania. The 95,000-square-foot, mixed-use building serves as a business incubator and provides the opportunity for entrepreneurs and product developers to get the assistance necessary to move their ideas and inventions forward. Collaboration with the co-owners of the NEET Center and their ongoing projects with Lackawanna College (LC) and US Ecological Advance Research & Conservation Hub (USEARCH), KCW's capability of impacting the community has increased exponentially.

REHABILITATION

The principals and operators of KCW have decades of experience in the health and human services field. Our businesses, Alma Health Skilled Services (AHSS) and MedStaffers, currently service individuals with disabilities who wish to remain in their homes rather than living in a long-term care or nursing facility. To qualify for Home and Community Based Services (HCBS), an individual must meet program requirements, which is diagnoses specific, warranting long-term care. These current human service businesses provide solutions from different angles of disability and disease management.
The role of AHSS is to provide Service Coordination services to individuals on the HCBS waiver program.

Some of the services provided include but are not limited to:
- service plan creation and maintenance,
- serving as a referral source to community agencies and resources, and
- ensuring the safety, security, and independence of their consumers in the community.

In addition, AHSS also has Medicare Accredited home health division that provides intermittent skilled care such as nursing, physical therapy, and speech therapy to patients with significant medical conditions. These services improve their overall health by providing self-care and disease education so that they can remain independent in the community and within the comfort of their home. MedStaffers, our homecare agency, provides in-person support sessions to individuals once referred through waiver programs and private referrals.

Currently, both companies service all 67 counties in Pennsylvania and the combined client basis is close to 1,700 individuals. Our client demographic services individuals diagnosed with a variety of diagnoses including but not limited to:
- Autism
- Cancer
- Epilepsy
- HIV/AIDS
- Multiple Sclerosis
- ALS
- Severe chronic pain associated with fibromyalgia, neuropathy, Lyme disease etc.

Data mining our internal patient information revealed that over half of our current client base would qualify for a medical marijuana recommendation to treat their conditions. Through our professional access to large numbers of individuals affected by the diseases, we felt it was our duty to integrate a dispensary into our current business model to provide comfort and compassion through medical marijuana to our existing patients.

Of the 17 diagnoses listed in Pennsylvania Act 16 permitting a physician’s recommendation for medical marijuana, at least 14 of the qualifying conditions meet the diagnosis qualifications for the HCBS waiver. After multiple presentations to the general public regarding the human service programs we provide, we realized the overwhelming lack of awareness these individuals have of these resources that are available to them.

As a recipient of a dispensary permit, KCIW would be in a position to assist these individuals in accessing long-term services and programs that they may not have been
It's important to realize that KCIW is not just a store-front dispensary. We intend to complement a traditional case management approach tailored with an array of support services as a value-added benefit. By identifying the barriers and challenges patients face, we can provide the support and guidance necessary to overcome obstacles through the introduction to local resources and programs. Our extensive knowledge of various regulations, state programs, and services under the Department of Human Services (DHS), the Department of Health (DOH), the Office of Long-Term Living (OLTL), and the Office of Developmental Programs (ODP) spawned an integral component of our strategy — the employment of social workers and patient care coordinators within the dispensary to inform patients of services and resources available for their utilization.

KCIW will be able to provide solutions that range from job counseling, community habilitation, resource management, life-skill education, family therapy, and access to many other social services programs since we already have those programs in place. Our hope is to not only provide symptom and condition relief but to also provide the proper support for integrating clients back into functional living and employment.

Take, for example, the veteran who has returned from active duty and is struggling civilian life because of Post-traumatic Stress Disorder (PTSD). With medical marijuana treatments not being legal or available, alcohol, highly addictive pain killers, and illegal substances are typically taken and often abused to mask the emotional and physical pain. Destructive behaviors associated with the patient’s PTSD, substance abuse, and/or dependency can destroy the quality of life, a loss of job, isolation from family members, homelessness, and worse: suicide. With the stability and hope that our vision offers, these veterans can obtain the employment, stability, and dignity they deserve for dedicating years of their life serving the US. These are examples of metrics we will track regarding improving patient quality of life.

As another example, consider a young 21-year-old epileptic woman, terrified of having a seizure in public like she did her freshman year of college resulting in her no longer attending classes and ultimately withdrawing from school. She is too fearful to work and feels exceedingly depressed. Through the treatment of medical marijuana, therapy sessions and the stabilization of her seizures, she feels more open to pursuing her degree and employment. Case managers at KCIW can assist her in seeking out resources in the community to secure funding for her courses and can refer her to our workforce development program.

KCIW is also mindful that the impact of a chronic or debilitating disease can affect everyone. Case managers are prepared to extend resources to a patient’s support circle to manage caretaker stress and burnout and to provide the connection to relevant community support groups.
KCIW is built on the foundation that rehabilitation is feasible, successful outcomes are achievable, and when provided with appropriate resources and knowledge, the potential is endless.

EDUCATION, OUTREACH, TRAINING, AND RESEARCH
While KCIW’s understand the necessity of a compliant dispensary program, it also recognizes that the needs of individuals go beyond disease treatment and symptom management. KCIW will work with patients in the realm of their specific diagnosis by educating them about their condition, the proper and responsible use of medical marijuana, and future opportunities available to them as they become stabilized.

KCIW believes that a close partnership with the medical community throughout Northeast Pennsylvania will strengthen our innovative vision and provide our patients with comprehensive and quality care. Because of The Wright Center’s (TWC) 40-year community presence as a non-profit asset and its bi-directional integration of primary care and behavioral health, the decision to collaborate was easily reached. TWC operates community-based safety net centers that provide primary care and a medical home to over 10,000 patients, the majority of whom are uninsured, underinsured, and low-income. TWC is a leader in innovations that foster healthier communities and help shape the future of healthcare.

Dr. Linda Thomas, CEO and Owner of TWC, expressed in a letter supporting KCIW’s dispensary application, “We fully support this effort and look forward to working collaboratively to expand the dispensary model to one that fully integrates an interdisciplinary team in case-management and appropriately addresses individual needs beyond symptomatic treatment.”

TWC is well-equipped to lead the introduction of medical marijuana and dispensaries into the Northeast Pennsylvania region and by working hand-in-hand with them, community and patient education modules will be created and offered throughout the region. They are the Largest Teaching Health Center Graduate Medical Education Consortium in the US. Aware that a new realm of symptomatic and pain management will soon be available to Northeast Pennsylvania residents, Dr. Linda Thomas and TWC are working to have key faculty physicians certified to issue recommendations for medical marijuana.

In 2016, TWC was named an Opioid Use Disorder Center of Excellence (COE) by the Pennsylvania DSH. In this capacity, they are positioned to address the opioid epidemic and serve over 300 patients through the integration of behavioral and mental health care, recovery-oriented service planning and treatment, attention to socioeconomic determinants of health, patient engagement and self-management, and social support. COEs integrates behavioral health with primary care using a team-based, “whole-person” approach. They are committed to the Recovery-Oriented Systems of Care principles, care is provided within a culturally competent and sensitive environment with appropriate licensure and staff clearances.
Using new CDC guidelines for prescribing opioids to patients, TWC coordinates care for individuals with an opioid use disorder who may have co-occurring behavioral and/or physical health conditions, certifies practitioners in medication-assistant treatment and provides education for all staff, including primary care physicians in training, on alternate pain management methods in order to prevent and reduce future addictions. Through their professional coordination of care, TWC links patients to services and removes barriers to care just as the KCIW proposes to link their patients of the dispensary to social services and remove barriers to community inclusion.

TWC has doctors certified and approved by the DEA to provide FDA-approved medication-assisted treatment to treat opioid addiction. With KCIW tackling the medical marijuana treatment of chronic pain of a newly diagnosed individual in collaboration with TWC treating those who are already addicted to opioids, we are able to comprehensively address multiple angles of the pain management and addiction issue in the Northeast PA region. This is an example of a metric we will track to measure the benefit KCIW brings to the Northeast Region.

The beneficial use of marijuana for chronic pain and cancer is supported by high-quality evidence; additionally, the list of chronic medical conditions where there is potential therapeutic value is growing. Many of the diseases on Pennsylvania approved list are prevalent in Northeast Pennsylvania (e.g., glaucoma, ALS, Crohn’s Disease, chronic pain) and are noted in community health needs assessments. Consequently, physicians are increasingly faced with patient questions about marijuana and its medical applications.

With medical marijuana use becoming more common in clinical practice across the country and it’s critical for physicians to understand both the therapeutic and practical implications of medical marijuana therapies. There must be actively engaged physician leadership to ensure quality and safety standards are met. In addition, physicians should lead medical marijuana education to ensure appropriate use. As liaisons between doctor and patients, our dispensaries will monitor medical marijuana’s effect on a patient. This information is a vital source of information when striving to improve patient outcomes, receptiveness to the treatment and proper usage for maximum efficacy.

In addition to the prominence of cancer and opioid abuse, Pennsylvania also is the epicenter of Lyme disease. According to the CDC, in 2015 there were 7,351 confirmed cases of Lyme in Pennsylvania — more than double that of any other state in the nation. (CDC, 2015) Chronic Lyme is a debilitating disease that arises after the initial treatment of Lyme disease and manifests in multiple forms from fatigue and joint problems to arthritis and severe chronic pain. A current genome research study is in development between TWC and USEARCH. The research team aims to greatly improve the speed and accuracy of Lyme disease diagnosis so that the odds of
developing Chronic Lyme and the lingering symptoms are significantly lower. For those patients currently affected by the chronic pain that is symptomatic of Chronic Lyme, KCIW is prepared to help educate on the positive medical effects medical marijuana could provide and assist in the connection to a physician able to recommend the utilization of medical marijuana as treatment.

We believe that everyone should have access to the most up-to-date information regarding medical marijuana. Our pharmacists and nursing staff will continually educate the public, caregivers, and professionals. They will regularly offer question/answer sessions allowing KCIW to address any misunderstanding of medical marijuana.

KCIW has established a Professional Advisory Committee (PAC) as a partner and advisor to our management team, further driving our medical and pharmaceutical approach to medical marijuana. The PAC is mandated to provide strategic advice and support to our team on matters involving patient and physician education and awareness, patient wellness, product development initiatives, cannabis research, etc.

Achieving a diverse cross section of medical specialties is a top priority regarding the composition of our PAC. Existing members include a neurologist, an oncologist, a psychiatrist, a pain-management specialist, a nephrologist, and a medicinal chemist. There is no limit to the size of the PAC and our team will continuously evaluate suitable candidates that share our vision for pharmaceutical-grade treatments.

It’s vital that dispensary planning and implementation should be through a platform of inclusive community conversation to ensure it is governed and utilized appropriately. KCIW’s collaboration with community organizations including TWC is an example of service integration that will improve Northeast Pennsylvania health outcomes and facilitate the education and understanding of the medical marijuana program to patients, caregivers, and members of the general public.

WORKFORCE DEVELOPMENT & LOCAL ECONOMIC SUSTAINABILITY
KCIW’s multi-faceted model is a workforce and economic development engine. Our unique case management approach improves the employment margin beyond that of a typical dispensary. Our ability to connect stabilized recipients of medical marijuana to employment services creates an additional hidden workforce development prong that often goes unnoticed. As more individuals stabilize and become interested in returning to the workforce, they seek out supportive employment services. The demand for additional job coaches will rise to meet demands as referrals for supportive employment services increase.

Once a support plan is implemented, job coaches work one-on-one with an individual to secure a job in the community. As the individual learns his/her work roles and responsibilities, job supports are phased out gradually. It typically takes 3-6 months from the introduction of support services to unassisted, competitive employment,
revealing another hidden prong to our workforce development model. Once the rehabilitated individual is employed, the job coach begins again with another supportive employment referral to continue the workforce development cycle. The job creation potential of this model is infinite.

Our participation with local Chambers of Commerce in the Northeast region strengthens the network of businesses that are interested in staffing their companies through our employment program. These partnerships, in turn, bolster the range of job opportunities we can make available to job-seekers.

Education to Employment
KCIW values education and believes college students are an untapped source of ingenuity and passion that will shape future communities across the Nation. While we aim to positively impact student's education, KCIW's goal is to keep graduates within the communities where they attended college so their ingenuity and passion can fuel local community growth. Our strategic efforts to encourage this are shown through offering paid internship opportunities at local colleges, across various fields of study and the extension of employment to our interns after graduation. At our other healthcare and human service businesses, we have successfully converted every internship opportunity into a full-time position. KCIW aims for the same success rate.

Keeping Things Local
In recent years, there has been an upsurge in interest for keeping things local. It's seen in the production of local food and the promotion of local businesses. It's displayed in the preservation of local character and the desire to contribute to organizations and efforts within their own neighborhoods. In short, there is an overwhelming desire to create a meaningful and sustainable identity for a community.

Expanded Workforce Pool
In addition to providing a workforce pool from our stabilized dispensary patients for local community businesses, we have expanded the type of services that will be offered to our clients diagnosed with various disabilities and other underserved populations who also wish to secure employment. Nikki Moyers, Chief of Human Services Programs for KCIW, also serves as the Director of Program Development for MedStaffers. One program being developed is an agriculturally focused employment program, Seeds to Success (STS), geared to employ underserved populations and those with disabilities.

The progressive concept behind STS was developed in response to new Federal and State Legislations changes in policy that have prioritized the importance of employment opportunities and community integration of individuals with disabilities. In 2014, the Federal Centers of Medicare and Medicare Services (CMS) issued the HCBS Final Rule. The Final Rule reinforced the expectation of inclusive community settings and prohibited funding for HCBS waivers being used to pay for services that isolate and segregate people with a disability from people without a disability.
Simultaneously, the Federal Workforce Innovation and Opportunity Act (WIOA) was enacted and provided comprehensive change to a number of employment and education-related programs including services for people with physical, intellectual, and developmental disabilities.

Following suit of the federal initiatives, Governor Tom Wolf issued Pennsylvania’s “Employment First” Executive Order which established that competitive employment be the first consideration and preferred outcome for all working-age Pennsylvanians with a disability. According to the Department of Labor, there are approximately 1.6 million working-aged Pennsylvanians with a disability, and of that figure, only 20% participate in the active labor force. (PA Executive Order, 2016)

STS will train and employ individuals at the local agricultural level. It encompasses a social impact employment model that promotes sustainable community development by not only creating local jobs but also local revenue. Our contribution is to provide the entire community - residents and businesses alike - the ability to purchase produce and flowers grown within their city through the utilization of greenhouse, vertical, and field farming. Items produced will be available for purchase at community markets and stands throughout the region. By purchasing items directly from a local source, businesses and individuals will promote community unity, reduce the need to outsource to other produce suppliers, and encourage local economic growth. While STS will include a myriad of positions within the agriculture realm, it will also provide opportunities in all the common departments of a business e.g. human resources, inventory, marketing, customer relations, accounting.

KCIW is also eager to introduce the containerized farming agricultural model with medical marijuana grower/processors. It would be interesting to discover whether using this technique to grow marijuana would be as cost beneficial as it’s with growing other crops.

Collaborative Affiliations

KCIW has strengthened its workforce development program through our affiliation with Ray Angell, another NEET Center co-owner, the Director of USEARCH, and the former president of LC. As a disabled veteran, Ray has personally seen disabled individuals, especially veterans that despite their qualifications, struggle to get back into the workforce. Because of this, Ray has developed the Lackawanna Veteran Sustainable Agriculture (LVSA) Program which matches military veterans with the emerging containerized farming technology. Built entirely inside a shipping container outfitted with all the tools needed for high-volume, consistent harvests the perfect growing environment is achievable 365 days a year, regardless of geographic location. The LVSA Program has an established network of distributors and consumers that are committed to purchasing the produce of graduates of this program, thereby providing them with guaranteed sales at start-up and a sustainable income. It will operate at the same facility as one of KCIW’s proposed Northeastern Pennsylvania dispensaries.
With the goal to apply containerized farming and duplicate the STS and LVSA Program across the region, KCIW and USEARCH will be able to introduce educational, vocational, and employment opportunities to the veteran, disabled, and other underserved populations throughout the Northeast region.

**Knowing Your Community**

Because Northeastern Pennsylvania is more rural, the region tends to be one of the most underserved communities in Pennsylvania. In working with various Boroughs throughout Northeast Pennsylvania, KCIW will be identifying sites to create farmer's markets dedicated to agriculture, civic activities, entertainment and environmental education in local communities. Our goal is to revitalize blight and overgrown areas, replacing them with a community assets which will become a resource for regional farmers, food and related businesses, and the regional population in general.

Through the additional employment in the community markets we will provide local sustainability opportunities to the local and regional residents of Northeast Pennsylvania. The community markets will allow farmers and individuals from our agriculture programs to sell locally grown produce directly to consumers.

KCIW also aims to partner with local high schools and vocational schools to build greenhouses to enhance local sustainable development efforts and to extend the production season. Areas around the facility will be dedicated for flowers beds and will be available for the community to cut and create their own bouquets. The markets will be constructed with different levels developed with stone and pavers to create environmentally friendly areas for vendors, picnic tables and benches. Handicapped accessible areas will be developed to make the entire complex accessible.

**PHILANTHROPY, COMMUNITY CONTRIBUTIONS AND CHARITABLE GIVING**

Another urgent need in the community is the creation of meaningful programs for individuals with intellectual disabilities and autism upon graduation from high school. Although our focus is to empower the continual growth of individuals after graduation to pursue post-secondary education and become gainfully employed, this is not a realistic goal or expectation for all individuals in the intellectual disabilities and Autism community. In response to the growing concern of parents, schools, and individuals affected, KCIW has created Without Walls (WW), an offsite Community Based Day Program for individuals with intellectual disability and autism. WW reinforces the Governor’s “Employment First” Executive order by incorporating paid work experiences while building on community core fundamentals such as recreation, leisure, education, and civic opportunities to those with disabilities in community settings. WW not only fosters increased community integration but also allows the development of relationships, communication abilities, and builds the confidence to engage with people without disabilities. A portion of the individual’s day will be spent creating community gardens referenced earlier, the agricultural market, and volunteering at local food banks, nursing homes, and local businesses.
The integration of horticultural therapy and therapy gardens within health and human service agencies has grown exponentially in recent years. In senior centers, gardening and garden spaces are used to help with fine motor skills, socialization, and ambulatory movement. In veteran’s hospitals, gardening is used for exercise, vocational training, and education.

KCIW is also developing the ability to hold horticultural therapy sessions in their outdoor gardens and greenhouses as a component of value-added services to not just our dispensary consumers, but all community members. In our prior experiences in engaging both children and adults with intellectual disabilities and autism in a nature-based environment, we have found that the physical garden space itself provides a sense of peace and serenity.

The greenhouse and community garden also serve as a vehicle of charitable contributions, giving to those in the community that need it most. We aim to “grow-a-row” for local food banks and homeless shelters, contributing all of the produce in that row to a different organization each growing season. We also plan to provide plant seedlings free of charge to the elderly and at-risk members of the community. We believe that the greenhouse and community garden will bring neighbors together, foster positive relationships and improve community member’s mental and physical health. Keystone Center for Integrative Wellness also aims to battle obesity and poor food choices by sponsoring free community nutritional workshops and healthy cooking classes with a focus on using garden-grown items.

KCIW’s community greenhouse will introduce families with school-aged children to planting, harvesting and consuming fresh vegetables. With childhood hunger a prominent issue throughout Pennsylvania, KCIW’s future plans include aligning ourselves with local school districts to facilitate school gardens. We hope that by incorporating the knowledge of how to maintain a garden as part of their curriculum, KCIW can provide the tools to prevent future hunger. According to the 2016 County Health Rankings, the percentage of children living in poverty in Lackawanna is 21% while Luzerne’s is 27%. (County Health Rankings, 2016) To combat these current hunger issues for impoverished children, KCIW will be paying off delinquent lunch funds for students within the local communities. We plan to identify numerous at-risk families in the region each year and will pay in advance the cost of lunch every school day, for each child in their family through the end of the school year. No child should have to go without eating or worry about when their next meal will be.

KCIW will collaborate and contribute towards the Pack Them With Love program that currently exists in Northeast Pennsylvania. Every Friday during the academic year, brown bag lunches are placed in the backpacks of food-insecure children for the weekends when they do not have access to school meals.
KCIW's encourages volunteerism and currently extends Paid Time Off to their employees to incentivize them to volunteer in their community. Through a projected increase of those volunteer hours clocked, KCIW aims to provide Pack Them With Love the capacity to operate all year round. Additionally, KCIW aims to duplicate the Pack Them With Love program through multiple school districts across the Northeast region.

LOOKING FORWARD
Establishing relationships with grower/processor groups upon permit award is crucial to the continued momentum of the medical marijuana operation in Pennsylvania. KCIW expects to continually positively impact the community with furthered collaboration opportunities to advance the medical marijuana industry.

Since medical marijuana legalization is new to Pennsylvania, full comprehension of diagnosis-specific variation and dosage form has not been realized. Close monitoring and documentation of a patient's response to specific derivatives is vital information. Our Chief of Pharmacy Science, Umamaheswar Siripurapu, has experience compounding medications for individual patients based on their diagnosis requirements or demands. Once permitted by regulation, we will be able to provide different variations and dosage forms of medical marijuana at a dispensary level which allows for an easier adjustment of the product composition than at a grower/processor level.

When dispensaries, grower/processors, and physicians strive to work in tandem, the advancements to medical marijuana research will be profound. For example, it has been shown that patients with Autism benefit from the use of medical marijuana. It's well documented that sensory sensitivity is a symptom of Autism and some patients with Autism are very particular to the taste and smell of their medications. With our converging knowledge and expertise within human services and the medical and scientific community, close coordination with our grower could lead to a solution to such issues.

Our case management driven dispensary model provides the ideal platform for the collection, documentation, and relay of patient feedback. Our patients have the ability to provide the direct feedback crucial to the improvement of their own medication which ultimately fosters a sense of control and self-direction of their care and health. KCIW is amplifying the voice of every patient that receives medical marijuana from our dispensary ensuring their input will be heard by the grower/processor. The documentation will help facilitate longitudinal data analysis of their usage based on their conditions and help to guide novel product development geared directly towards our patients.

References

[Removed due to redaction]
Attachment A: Signature Page

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>By checking &quot;Yes,&quot; you acknowledge that you have read the Medical Marijuana Organization Permit Application Instructions before completing an application for a medical marijuana organization permit.</td>
<td></td>
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The applicant hereby submits this application for a Medical Marijuana Organization Permit to the Pennsylvania Department of Health, which consists of the completed application parts and attachments listed below:

FEES:
- Initial Application Fee
- Initial Permit Fee

APPLICATION:
- Completed Application

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

BACKGROUND CHECKS:
- The applicant has requested background checks, as described in the instructions.
**ADDITIONAL ATTACHMENTS:**
Please list any other documents you are submitting as part of this application:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Name of Document</th>
<th>Purpose</th>
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<tbody>
<tr>
<td>Keystone Center of Integrated Wellness LLC_03202017_Dispensary_Operational Timetable (Contd.)</td>
<td>Section 8: Operational Timetable</td>
<td>Shows Operational Readiness</td>
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<tr>
<td>Keystone Center of Integrated Wellness LLC_03202017_Dispensary_Employee Qualifications, Description of Duties and Training (Contd.)</td>
<td>Section 9: Employee Qualifications, Description of Duties and Training</td>
<td>To demonstrate roles and responsibilities, qualifications and training requirements</td>
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<tr>
<td>Keystone Center of Integrated Wellness LLC_03202017_Principal_Financial_Backers Operators (Contd.)</td>
<td>Section 4A: PRINCIPAL, FINANCIAL BACKERS, OPERATORS(CONTD)</td>
<td>CONTINUATION OF LISTING NAMES</td>
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<tr>
<td>Keystone Center of Integrated Wellness LLC_03202017_Employees (Contd.)</td>
<td>Section 4B: EMPLOYEES (CONTD)</td>
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<tr>
<td>Keystone Center of Integrated Wellness LLC_03202017_Dispensary_Current Officers (Contd.)</td>
<td>Section 20: Current Officers</td>
<td></td>
</tr>
</tbody>
</table>

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

_Signed_  
**Aaron H. Krebs**  
Signature  
Title in Applicant’s Business  
Date  
**COO**

Printed Name
Attachment B: Organizational Documents

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

Business Name, as it appears on the applicant's certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:
Keystone Center of Integrative Wellness, LLC

Trade names and DBA (doing business as) names:

Principal Business Address: 21 State Avenue, Suite 102
City: Carlisle  State: PA  Zip Code: 17013

DOH REDACTED
Certificate of Organization Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name
wendell victor courtney

Address
DOH REDACTION

Fee: $125.00

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

1. The name of the limited liability company (designator is required, i.e. "company", "limited" or "limited liability company" or abbreviation):
   Leaf of Life, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
   (a) Number and Street
       25 State Avenue
   City
       Carlisle
   State
       PA
   Zip
       17013
   County
       Cumberland
   (b) Name of Commercial Registered Office Provider
       e/o:

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

4. Strike out if inapplicable term
   A member's interest in the company is to be evidenced by a certificate of membership interest.

PENN File: April 26, 2016
5. Strike out if inapplicable term
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: (month date year hour, if any) 04/27/2016 11:49 AM.

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

8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 26 day of April, 2016.

Krista Krebs
Signature
1. **Entity Name:**
   
   Leaf of Life, LLC

   In the case of a foreign association which must use an alternate name to register to do business in Pennsylvania, the alternate name should be given.

2. **Tax Responsible Party**

   Name of individual responsible for initial tax reports: Krista Krebs

   26 State Avenue, Suite 102, Carlisle, Cumberland, PA, United States, 17013
   
   Number and Street City State Zip County

3. **Description of Business Activity:**

   To engage in any lawful activity for which a Limited Liability Company may be organized in the Commonwealth of Pennsylvania, including without limitation, operating as a Dispensary as defined in the Medical Marijuana Act.

4. **FEIN [Employer Identification Number/Federal Tax Identification Number]:**

   FEIN enables agencies to confirm that Commonwealth accounts are properly matched and that this request is processed without added delay. If the business entity does not currently have an FEIN, it can get a FEIN immediately by applying online at irs.gov at the following page http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-EINs.
Keene, Gwenn
DOB REDACTION

Keystone Center of Integrative Wellness, LLC

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

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

ENTITY NUMBER : 6395488
In compliance with the requirements of the applicable provisions (relating to certificate of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:
   
   Leaf of Life, LLC


3. **Check, and if appropriate, complete one of the following:**
   
   **X** The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:
   
   Change name of entity to "Keystone Center of Integrative Wellness, LLC".

   **X** The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

4. **Check, and if appropriate, complete one of the following:**
   
   **X** The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

   **X** The amendment shall be effective on: ____ at ____.

5. **Check if the amendment restates the Certificate of Limited Partnership/Organization:**
   
   The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

PENN File: February 8, 2017
IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this
8th day of February, 2017.

Leaf of Life, LLC
Name of Limited Partnership/Limited Liability Company
Krista Krebs
Signature
Managing Member
Title
Keena, Gwen
DOH REDACTION

Keystone Center of Integrative Wellness, LLC

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

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

ENTITY NUMBER: 6395488
PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  

Return document by mail to:  
Gwenn Keene  
Name  

DOH REDACTION  

City  
State  
Zip Code  

Return document by email to:  

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

Fee: $5.00  
The type of domestic association (check only one):  

☐ Business Corporation  ☒ Limited Liability Company  ☐ Limited Liability Limited Partnership  
☐ Nonprofit Corporation  ☐ Limited Partnership  

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 1507/5507/8625/8825 (relating to change of registered office), the undersigned domestic corporation, limited liability company, limited partnership or limited liability limited partnership, desiring to effect a change of registered office, hereby states that:  

1. The name of the association is:  

☐ Business Corporation  ☒ Limited Liability Company  ☐ Limited Liability Limited Partnership  
☐ Nonprofit Corporation  ☐ Limited Partnership  

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 1507/5507/8625/8825 (relating to change of registered office), the undersigned domestic corporation, limited liability company, limited partnership or limited liability limited partnership, desiring to effect a change of registered office, hereby states that:  

1. The name of the association is:  

Keystone Center of Integrative Wellness, LLC  

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

(a) 26 State Avenue,  
City  
State  
Zip  
County  

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

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

(a) The address in this Commonwealth to which the registered office of the corporation, limited partnership or limited liability company is to be changed is:  
21 State Avenue, Suite 102  
City  
State  
Zip  
County  

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

c/o:  
Name of Commercial Registered Office Provider  
County  

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

IN TESTIMONY WHEREOF, the undersigned has caused this Statement or Certificate of Change of Registered Office to be signed by a duly authorized officer; general partner, member or manager thereof this 08 day of March, 2017.  

Keystone Center of Integrative Wellness, LLC  
Name of Corporation/Limited Partnership/ 
Limited Liability Limited Partnership/Limited Liability Company  

Krista Krebs  
Signature  

Chief Operating Officer  
Title  

PENN File: March 8, 2017  

OPERATING AGREEMENT

OF

KEYSTONE CENTER OF INTEGRATIVE WELLNESS, LLC

THIS OPERATING AGREEMENT (the "Agreement"), dated and effective as of February 20, 2017, has been adopted by Krista Krebs, Mary Pat Julias, Aaron Krebs and Chris Julias, as the members (the "Members") of Keystone Center of Integrative Wellness, LLC, a Pennsylvania limited liability company (the "Company").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Members agree 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:


"Affiliate." 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." This Operating Agreement, as amended, modified, supplemented or restated from time to time.

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

"Capital Contribution." 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.
"Certificate." 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.

"Claim." See Section 21(b).


"Company." See the preamble.

"Covered Person." 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.

"Damages." See Section 21(a).

"Immediate Family." With respect to any individual, such individual's parents, spouse, issue and adopted children, or any of them.

"Indemnified Party." See Section 21(b).

"Laws." Any of the following:

(1) all constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international;

(2) all judgments, orders, writs, injunctions, decisions, rulings, decrees and awards of any governmental body;

(3) all policies, practices and guidelines of any governmental body; and

(4) any amendment, modification, re-enactment, restatement or extension of any of the foregoing, in each case binding on or affecting the party or Person referred to in the context in which such word is used.

"Majority Vote." The written approval of, or the affirmative vote by, Members holding a majority of the Voting Rights.

"Member." A Person who at the time is a member of the Company. "Members" means two or more Persons when acting in their capacities as members of the Company. For purposes of the application of a provision of the Act to the Company, the Members shall constitute one class or group of members. Exhibit A hereto shall be amended from time to time to show the current Members and their respective Membership Interests and Percentage Interests in the Company.
“Membership Interest.” 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.

"Notice." See Section 21(b).

“Percentage Interest.” The proportionate Membership Interest of a Member expressed as a percentage, as shown on Annex A.

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


“Taxable year.” 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).

“Voting Rights.” The number of votes of each Member (as set forth in Section 10(b)) for the purpose of voting on any matter arising under this Agreement.


2. **Organization.** The Members hereby reaffirm 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.** The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is to operate as a Dispensary, as defined in the Medical Marijuana Act, 35 P.S. § 10231.101, et. seq., and any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Act, 15 Pa. C.S. § 8901, et seq., as amended from time to time (the “Act”) and engaging in any and all lawful activities necessary or incidental to the foregoing.

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. **Principal Office.** The principal office of the Company shall be located at 21 State Avenue, Suite 101, Carlisle, PA 17013, or at such other location as may be determined, from time to time, by the Members. The Company may also have such other offices at such other locations as may be determined, from time to time, by the Members.

6. **Company Capital and Percentage Interests.**

   (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 opposite the Member's name in Exhibit A.

   (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.

   (e) **Membership Interests.** The Membership Interest of each Member shall be as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

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) 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

(b) 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 their respective Percentage Interests, except as otherwise provided in Section 7.


(a) General rule. Subject to subsection (b), 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 Members shall determine. In making determinations regarding distributions, the Members may set aside funds and establish reserves for such items as the 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).

(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, 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 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.** The 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.

12. **Tax Elections.**

   (a) To the extent permitted by applicable tax law, the Company may make the following elections on the appropriate tax returns:

   (1) to adopt the calendar year as the Company's taxable year;

   (2) to adopt the cash method of accounting and to keep the Company's books and records on the income-tax method;

   (3) 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;

   (4) to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company ratably over a period of 60 months as permitted by Sections 195 and 709(b) of the Code; and

   (5) any other election the Members may deem appropriate and in the best interests of the Members.

   (b) Neither the Company nor any Member may make an election for the Company to be taxable as a corporation for Federal income tax purposes or to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this Agreement shall be construed to sanction or approve such an election.
13. **Tax Matters Partner.** 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 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.

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, or 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 Members. Except as otherwise provided in this Agreement, any decision, determination or other action to be made or taken by the Members shall be made or taken by Majority Vote. The Members 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 Members deem appropriate to carry out and execute the decisions and instructions of the 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 Members;

2. to retain all or any part of the Company’s assets as long as the 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 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 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 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 Members.

(b) **Voting Rights.** Each Member shall have that number of Voting Rights as equals such Member’s Percentage Interest in the Company (e.g., a Member who has a Percentage Interest of 25.5% in the Company shall have 25.5 Voting Rights).

(c) **Voting Procedures.** 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 Members in accordance with the terms of this Agreement. Any person designated by the Members, including any Member designated by the Members, shall have the authority to bind the Company. Any act taken by, or any document executed by, 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 Members. Except as provided in this Section 16(d), no Member shall have authority to bind the Company.
17. **Transfer of Interests; Admission of Additional Members.**

   (a) **Restrictions on Transfer.** No member shall encumber, pledge, assign, sell or otherwise transfer his interest in the Company, now or hereafter owned, voluntarily or involuntarily, whether by operation of law or otherwise, to any person or entity other than to the Company or another Member of record at the time thereof unless the remaining Members shall unanimously consent in writing. Any action by a Member in violation of this Section 17(a) shall be invalid and shall not be recognized by the Company.

   (b) **Admission of Additional Members.** The Members may by unanimous consent admit additional members to the Company. Each additional Member shall sign this Agreement and obtain such Membership Interest (including, without limitation, such Percentage Interest) and participate in the Profits, Losses and distributions of cash or other assets of the Company on such terms as the Members shall determine.

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 vote, consent or agreement of the 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 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.

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. The Company shall maintain the following records, among others:

1. A current list of the full name and last known business address of each Member.

2. A copy of the Certificate and all amendments thereto.

3. Copies of the Company’s Federal, foreign, state and local income tax returns and reports.

4. A copy of this Agreement and all amendments thereto.

5. Any financial statements of the Company.

(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 and may be consolidated statements of the Company and one or more of its subsidiaries. The financial statements shall be mailed by the Company to each of the Members within 120 days after the close of each fiscal year. Statements that are not audited or reviewed by a certified public
accountant shall be accompanied by a statement of the person in charge of the Company’s financial records:

(1) Stating his or her reasonable belief as to whether or not the financial statements were prepared in accordance with generally accepted accounting principles and, if not, describing the basis of presentation.

(2) Describing any material respects in which the financial statements were not prepared on a basis consistent with those of the previous 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 21 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 21 shall be as follows:

(1) A party seeking indemnification from the Company pursuant to subsection (a) (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 subsection (b)(3) below, 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 subsection (b)(4), 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 subsection (b)(3) above 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
subsection (a) hereof.

(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, provisions of the Certificate or the 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. **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 class 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 purposes of notice. Notice pursuant to this subsection (a)(1) 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, e-mail or other electronic communication to the Person’s facsimile number or address for e-mail or other electronic communications supplied by the Person to the Company for the purpose of notice. Notice pursuant to this subsection (a)(2) shall be deemed to have been given to the Person entitled thereto when sent.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof and supersedes all prior agreements, 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.

(c) **Effect of Waiver or Consent.** A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the period of the applicable statute of limitations has run.

(d) **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.

(e) **Amendments.** This Agreement may be amended only if the amendment is
approved by the vote, consent or agreement of 51% of the Percentage Interests. An amendment
to this Agreement must be in writing and shall take effect when executed by Members holding at
least 51% of the Percentage Interests.

(f) **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 Law, no such creditor or other Person
shall have any rights under this Agreement.

(g) **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.

(h) **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.

(i) **Arbitration.** All disputes arising under this Agreement shall promptly be
submitted to arbitration in the Commonwealth of Pennsylvania, before one arbitrator in
accordance with the rules of the American Arbitration Association. The arbitrator may assess
costs, including counsel fees, in such manner as the arbitrator deems fair and equitable. The
award of the arbitrator shall be final and binding upon all parties, and judgment upon the award
may be entered in any court of competent jurisdiction.
DOH REDACTED
IN WITNESS WHEREOF the undersigned Members have executed and delivered this Operating Agreement of Keystone Center of Integrative Wellness, LLC as of the date first above written.

WITNESS:

[Signatures]

[Names]
Attachment C: Property Title, Lease, or Option to Acquire Property Location

Instructions:
- Attach one of the following:
  o Evidence of the applicant's clear legal title to or option to purchase the proposed site and facility
  o 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
  o 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:
Keystone Center of Integrative Wellness, LLC

Trade names and DBA (doing business as) names:

Principal Business Address: 21 State Avenue, Suite 102
City: Carlisle | State: | Zip Code: DOH REDACTED
AGREEMENT OF SALE

The CITY OF WILKES-BARRE, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, herein called "Seller," agrees to sell to ARTANOR, LLC, herein called "Buyer," and Buyer agrees to purchase from Seller, the following real properties, on the terms and conditions contained herein:

i. 773 South Franklin Street, Wilkes-Barre, Pennsylvania (PIN: I9NE1-020-001); and

ii. Vacant Lot, Westminster Street, Wilkes-Barre, Pennsylvania (PIN: I9NE1-020-003)

ARTICLE 2. SETTLEMENT

Establishment

2.01. A settlement shall be, pursuant to this Agreement, at Wilkes-Barre City Hall, 40 E. Market Street, Wilkes-Barre, Pennsylvania, or any other location mutually acceptable to Buyer and Seller, on or before April 30, 2017, such time being agreed to be of the essence.

Conditions of Settlement

2.02. The termination of such settlement and the Buyer's obligation to purchase said property pursuant to this Agreement are conditioned on:

Good Title

(1) The conveyance to Buyer or their nominee of good and marketable title to said property, subject only to such liens, encumbrances, clouds, or conditions as may be approved in writing by Buyer.

Delivery of Possession

(2) Delivery of possession of said property to Buyer or its nominee, immediately on settlement, free and clear of all uses and occupancies except as Buyer may waive in writing.
Dispensary Permit Award

(3) The Buyer being awarded a marijuana dispensary permit from the Commonwealth of Pennsylvania.

Failure of Conditions

2.03. Should any of the conditions specified in Paragraph 2.02 of this Agreement fail to occur, Buyer shall have the power, exercisable by the giving of written notice to Seller, to cancel such settlement, terminate this Agreement, and recover any amounts paid by them to Seller or to an escrow holder on account of the purchase price of said property. The exercise of such power by Buyer shall not, however, constitute a waiver by them of any other rights they may have against Seller for breach of this Agreement.

Prorations

2.04. There shall be prorated between Seller and Buyer on the basis of thirty (30) day months, as of the day of settlement:

Real property taxes and, if applicable, any other agreed upon assessments including but not necessarily limited to such items as water, sewer, refuse, association fees, and other similar items.

Bonds and Assessments

2.05. Intentionally left blank.

Brokers' Commissions

2.06. Intentionally left blank.

Expenses of Settlement

2.07. The expenses of the settlement described in this Article shall be paid in the following manner:

(1) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Buyer or its nominee in the manner described in this Agreement shall be paid by Seller.

(2) Any costs of recordation shall be paid by Buyer.

(3) Any tax imposed on the conveyance of title to said property to Buyer or its nominee shall be paid by Seller and Buyer in equal proportions.
(4) Any legal fees incurred by Buyer or Seller shall be paid by the party who incurred the fees.

(5) Any settlement fee charged by the escrow holder or settlement agent required by this Agreement shall be paid by Buyers.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Warranties of Seller

Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer also as of settlement:

(1) There are no parties in possession of any part of said property or lessees, tenants at sufferance, or trespassers;

(2) There is no pending or threatened condemnation or similar proceeding or assessment affecting said property, or any part thereof, nor to the best knowledge and belief of Seller are any such proceedings or assessments contemplated by any governmental authority;

(3) Said property has full and free access to and from public highways, streets or roads and, to the best knowledge and belief of Seller; there is no pending or threatened governmental proceeding which would impair or result in the termination of such access.

ARTICLE 4. BREACH

By Seller

4.01. Should Seller default on the full and timely performance of any of its obligations under the terms of this Agreement for any reason other than Buyer’s default, Buyer may:

(1) Enforce specific performance of this Agreement;

(2) Request that any down payment shall be forthwith returned to Buyer; or

(3) Bring suit for damages against Seller.

By Buyers

4.02. Should Buyer fail to consummate the purchase of said property, the conditions to Buyer’s obligations set forth in Paragraph 2.02 of this Agreement having been satisfied and Buyer being in default, and Seller not being in default hereunder, Seller may:

(1) Bring suit for damages against Buyer; or
(2) Keep any down payment made by Buyer, such sum being agreed on as liquidated damages for the failure of Buyers to perform the duties, liabilities, and obligations imposed on them by the terms and provisions of this Agreement. Seller agrees to accept and take said cash payment as its total damages and relief and as Seller’s sole remedy hereunder in such event.

ARTICLE 5. MISCELLANEOUS

Assignment of Agreement

5.01. This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the express written consent of Seller. On delivery to Seller of an instrument in writing whereby the assignee of the Buyer assumes all of the provisions of this Agreement to be performed by Buyer, then, in that event, Buyers shall be released and discharged of all further liability hereunder.

Survival of Covenants

5.02. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the settlement of the transactions contemplated hereby shall survive the settlement and shall not be merged therein.

Pennsylvania Law to Apply

5.04. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created hereunder are performable in Luzerne County, Pennsylvania.

Recording

5.05. This Agreement shall not be recorded in the Office of Recorder of Deeds, or in any other office or place of public record and if Buyers shall record this Agreement or cause or permit the same to be recorded, Seller may, at its option, elect to treat such act as a breach of this Agreement.

Legal Construction

5.06. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
Prior Agreements Superseded

5.07. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the aforesaid subject matter.

Time of Essence

5.08. Time is of the essence of this Agreement.

Gender

5.09. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Descriptive Heading

5.10. The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no affect whatsoever in determining the rights or obligations of the parties.

Counterparts/Digital Signatures

5.11. The Parties may execute this Agreement in any number of separate counterparts, each of which, when executed and delivered by the parties hereto, shall have the force and effect of any original. All such counterparts shall be deemed to constitute and are deemed to be the same instrument.

5.12. Facsimile or digital signature(s) shall constitute original signature(s) for all purposes herein.

(SIGNATURES ON FOLLOWING PAGE)
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands and seals this 17th day of March, 2017.

Attest:  
Jim Ryan, City Clerk

SELLER: City of Wilkes-Barre
Theodore Wampole, City Administrator
Ray McHugh, Deputy City Controller

BUYER: Artanor, LLC

By:

Title:
March 15, 2017

Ms. Krista Krebs  
Keystone Center of Integrative Wellness  
26 State Avenue, Suite 101  
Carlisle, PA 17015  

RE: Lease of Space at the Northeast Environmental Technology Center (NEET)  
Keystone Center of Integrative Wellness  
Mayfield, Pennsylvania  

Dear Ms. Krebs:

Please accept this letter as certification that we are the owners of The NEET Center located at 1300 Old Plank Road in Mayfield PA. We are excited to have you consider our location for the siting of a medical cannabis dispensary to serve the northeast Pennsylvania region.

I want to thank you and your team for visiting us on several occasions and involving us with the state’s application process and implementation of the dispensary program at our property.

Furthermore, your presentation and explanation of the dispensary application process to the municipality of Mayfield Borough at a regularly scheduled meeting was well received and fully supported by the full board. We fully embrace your professionalism and your ability to conduct this business venture at our building with utmost confidence.

We strongly encourage the Commonwealth of Pennsylvania to grant your company a dispensary license for our location and we stand by you in bringing this project to fruition.

Please call upon us for any assistance regarding this project and license.

Sincerely,

[Signature]

Karl F. Pfeifferberger Jr.  
Managing Member

CC: File  
Mayfield Borough

[Address]

1300 Old Plank Road  
Mayfield, Pennsylvania 18433
March 17, 2017

Pennsylvania Department of Health
8th Floor West
625 Forster Street
Harrisburg, PA 17120

Re: Keystone Center of Integrative Wellness

To whom it may concern:

The Keystone Center of Integrated Wellness ("Keystone") intends to operate a Medical Marijuana Dispensary at a wellness center it plans on constructing on property being purchased from the City of Wilkes-Barre. Although the property is located in an R-2 residential zone, it is surrounded on three (3) sides by properties that serve heavily commercial purposes. Accordingly, Keystone will be seeking approval of a special exception by the City’s Planning Commission and Zoning Board. Any special exception would be in conformity with other commercial properties currently operating in the same R-2 zone. This process would ensure that the dispensary would meet the same municipal zoning and land use requirements as other commercial facilities currently located and operating in the same zoning district.

Please note, as mentioned above, the property being used for the project is being purchased from the City of Wilkes-Barre. At the request of the Mayor, the sale was authorized and approved by Wilkes-Barre City Council. Thank you for your attention to this matter. Please call with any question or comment.

Very truly yours,

William Harris

WILLIAM HARRIS,
Planning & Zoning Director

WH/ms

Cc: Mayor Anthony G. George
its intention to do so not later than sixty (60) days prior to the expiration of the lease term then in effect. To constitute effective notice of an intention to exercise an option under this lease, the notice must be sent by certified or registered mail to Landlord at the address and in accordance with the procedures provided in Paragraph 30 of this lease and must be postmarked no later than the latest date provide in this paragraph of Tenants exercise of the option.

6) PAYMENT OF RENT: Tenant agrees to pay Landlord, without prior demand and without any deduction or set-off whatsoever, the Rent, in advance, on or before the first day of each month ("Due Date") at the address set forth above or as designated by Landlord. All sums of money or charges of any kind or nature payable by Tenant to Landlord pursuant to this Lease or the exhibits attached hereto, other than Rent, are defined as "Additional Rent."

7) LATE CHARGES AND INTEREST: All unpaid sums due Landlord pursuant to this Lease shall bear interest at five percent (5%) of the balance of the rent due the Landlord in the current and any previous month as of the tenth of the current month. The late fee shall be considered additional rent. Late charges shall also apply to any Rent or Additional Rent paid by Tenant by personal or bank check, and which check is returned due to Non-Sufficient Funds, notwithstanding that the payment by check was tendered to Landlord on or before the Due Date.

8) SECURITY DEPOSIT: The security deposit for the performance of Tenant's obligations hereunder shall be 2 months' rent. Upon the occurrence of any Event of Default by Tenant or damage caused to the leased premise beyond normal wear and tear, Landlord may from time to time and without affecting any other remedy available to Landlord under this Lease or otherwise under law or at Equity, use the rental payments to the extent necessary to satisfy any arrears of Base Rent or Additional Rent, or any other damage, injury, expense or liability caused to Landlord by such Event of Default.

9) TAXES: Tenant shall be responsible for and shall pay when due all municipal, county and state taxes and all fees and charges assessed during the term of this Lease attributable to Tenant's leasehold interest or the personal property of any kind owned by or placed in, upon or about the Premises by Tenant. Landlord agrees to pay all taxes, assessments and governmental charges of any kind and nature whatsoever, levied or assessed against the Leased Premises, which are specifically related and applicable to the land and improvements.

10) USE: Tenant may use and occupy the Premises to operate and conduct its business and related purposes, and for no other purpose without written consent of Landlord, which consent
shall not be unreasonably withheld, conditioned or delayed.

(a) Permitted Use: The leased premises will be used to advance the proprietary development of an Advanced Oxidation Process that enables produced water to be recycled and reused in the hydraulic fracturing process for any drilling operation. Tenant shall not use or permit any person to use the Premises or any part thereof, for any use or purpose in violation of any law or ordinance.

(b) Use of Common Areas: Restrooms, stairs, hallways, lobbies, parking lots, exterior walkways and access areas, and other common areas of the Building shall be for the use of the Tenant. Tenant and its officers, employees, agents, and invitees will use such common areas in a reasonable and orderly manner in cooperation with all other tenants and their officers, employees, agents and invitees.

(c) Uses of Other Areas: Tenant use of the lecture hall, classrooms, breakout rooms, and the boardrooms will be at the discretion of the Landlord. Additional charges may apply, which shall be deemed added rent.

(d) Waste, Nuisance, or Illegal Uses: Tenant shall not use or permit the use of the Premises in any manner that may result in waste of the Premises, or constitutes a nuisance or violates any statute, ordinance, rule, or regulations applicable to the Premises or any portion thereof.

(e) Rules and Regulations: Tenant rules and regulations are located in Exhibit A-2. The Landlord has the right to update, change and add to the list of rules and regulations throughout the course of the lease.

11) COMPLIANCE WITH LAWS: The Tenant shall comply with the requirements of all duly constituted public authorities and with terms of all statutes, rules, ordinances, orders and regulations of any federal, state and local authority, which are applicable to the Tenant’s use, and occupation of the Premises.

12) ACCESS: The Tenant shall permit the Landlord (and all agents, representatives and employees of the Landlord) to enter upon the Premises at all reasonable times during regular business hours with prior notification to Tenant except in the case of an emergency to inspect the Premises and to exhibit the same to prospective purchasers, mortgagees and tenants, appraisers, and assessors, and shall permit such entry at any time as required to make repairs that are the obligation of the Landlord and for any other business purpose or emergency.

The Building will be closed on Saturday and Sunday and the following Holidays: New Years Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. The Building may also be closed in emergency situations at the discretion of the Landlord. The tenant has access to the Premises after regular operation hours and on holidays and weekends. All tenant access after regular operation hours requires the tenant to keep all exterior doors locked. The tenant may not under any
circumstances duplicate or copy building keys. Additional keys can be obtained and signed out through the Landlord.

At the termination of the lease all keys must be returned to the Landlord. Should any employee of the Tenant be discharged, it will be the Tenant’s responsibility to return any building keys that were assigned to the discharged employee to the Landlord.

13) BUILDING EXPENSES: Landlord shall be responsible for all utilities, including electricity, heat, water and sewage in the Building, at Landlord’s sole expense. All charges for Tenant’s telephone and internet services, and janitorial for tenants space shall be borne by Tenant.

The landlord shall not be liable to the Tenant for damages in the event of an interruption in the delivery of the utility services resulting from any cause beyond Landlord’s control, and the Tenant hereby releases the Landlord from any and all liability for such damages, as well as damage that may result from the bursting, stoppage or leakage of any water, gas, steam, sewer, waste, or drain pipe, and the property damage caused thereby.

14) MAINTENANCE: Landlord shall, at its sole cost and expense, maintain the Premises, including but not limited to general maintenance and upkeep of the building. Landlord shall keep the Premises in good order, condition and repair in accordance with standards generally found in other first-class office buildings. As part of Landlord’s maintenance obligations, Landlord shall be responsible for, at its sole cost and expense:

(a) janitorial service of the buildings common area, including the removal of debris, cleaning of space, and vacuuming of carpets shall be on a time schedule designed to keep the Facility and Premises in a clean and orderly condition;
(b) electricity and lighting in common areas including exterior lighting; water
(c) securing the Premises and locking all doors at the end of each day.

Landlord shall, at its expense, maintain the roof, foundation and the structural soundness of the exterior walls of the building in which the Leased Premises are located, as well as maintain, repair and/or replace the primary HVAC, plumbing, and electrical as needed for the Premises.

Tenant shall repair and pay for any damage caused by negligence of Tenant, or Tenant’s employees, agents or invitees, or caused by Tenant’s default hereunder. Tenant is responsible for the replacement of lamps in lighting fixtures in its leased spaces.

Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which Landlord shall have reasonable opportunity to repair the same or cure such defect.
Tenant shall use reasonable precaution against fire and other hazards in the Facility.

15) ALTERATIONS: Tenant shall not make any alterations to the Premises without Landlord's prior written consent, which consent can be withheld in Landlord's sole discretion.

16) CONDITION UPON TERMINATION: Upon termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean, without damage and in the same condition as received, except for ordinary wear and tear which Tenant is not otherwise obligated to remedy under any provision of this Lease. All alterations to the Premises (including any floor covering and whether or not installed with Landlord's consent) shall be the property of Landlord and shall remain upon the Premises at the termination of this Lease, unless Landlord directs Tenant to remove all or any of such alterations. Tenant may, without expense to Landlord and no later than two (2) weeks after the termination of this Lease, remove all machines and equipment which are installed and can be removed without damage to the Premises, and other articles of personal property owned by Tenant, and not affixed to the Premises in any manner. Tenant shall, at its sole expense, repair any damage to the Premises caused by the installation or removal of any furniture, fixtures, alterations or additions removed by Tenant and restore the Premises to its original condition.

17) ASSIGNMENT, TRANSFER AND SUBLetting: Tenant may not assign, transfer or encumber its interest in this Lease, voluntarily, or by the operation of law, or otherwise, without prior written consent of Landlord, which consent can be withheld in Landlord's sole discretion. Any such assignment, transfer, encumbrance or permission to occupy the Premises without Landlord's prior written consent shall be void. In the event Landlord shall so consent, Tenant shall remain liable for all of its obligations under this Lease.

Landlord has the expressed right to assign any or all of its interests under the terms of this Lease, provided however, that such assignment shall not affect the rights of Tenant hereunder, and that written notice of such assignment shall be given to the Tenant within ten (10) business days of such assignment.

18) SUBORDINATION, ATTORNMENT AND ESTOPPEL: Landlord reserves the right to subordinate this Lease to the lien of any mortgage now or hereafter placed upon the Premises. Tenant agrees to execute any documents within fourteen (14) days of a written request by Landlord or Landlord's mortgagee to confirm any such subordination. At the request of the holder of any such mortgage, this Lease may be made prior to any such mortgage and Tenant shall execute such other documents and agreements giving priority to this Lease as such mortgagee shall require. Tenant agrees that upon such mortgagee's filing for record in the applicable Register of Deed's Office of a Notice of Subordination or any document executed unilaterally by such mortgagee subordinating the lien of the mortgage to this Lease, such lease shall be prior to such mortgage.

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed in lieu of foreclosure heretofore or hereafter made relating to the land or building of which the Premises is a part, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

Tenant agrees to execute and deliver within fourteen (14) days after request by
Landlord a written statement in recordable form which certifies (a) that this Lease is in full force and effect, (b) the Commencement Date of this Lease, (c) that Rent is paid currently without any set-off or defense thereto, (d) the amount of Rent, if any, paid in advance, and (e) that there are no uncured defaults by Landlord or stating those claimed by Tenant, provided that such facts are accurate and ascertainable.

19) ACCESS: Landlord shall have the right to enter the Premises at all reasonable times to inspect the Premises.

20) CASUALTY: In the event the Premises, or any portion thereof, shall be damaged or destroyed by fire or other casualty not caused by Tenant, its employees or invitees, so as to become partially or totally untenable, the repair of the damages shall be promptly commenced by Landlord. Until the damaged Premises are restored to a tenantable condition, Rent shall abate entirely in the instance of total destruction or pro rata in the instance of partial destruction. The obligation of Landlord to reconstruct shall be limited to reconstructing the Premises in substantial accordance with the initial plans and specifications. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment.

In the event the repairs to the Premises are not completed within one hundred twenty (120) days of the casualty, Tenant may terminate this Lease upon written notice to Landlord.

21) WAIVER OF SUBROGATION: Landlord and Tenant each hereby release and discharge the other, and any partner, officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the insured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.

22) EMINENT DOMAIN: If any portion of the building or land of which the Premises is a part, or the use and occupancy thereof, shall be taken under the power of eminent domain, Landlord may, at Landlord's option, at any time after the entry of the verdict or order for such taking, terminate this Lease by not less than thirty (30) days notice in writing to Tenant. All damages and compensation awarded for any taking under the power of eminent domain shall belong to and be the property of Landlord, whether such damages or compensation be awarded for the leasehold or the fee or other interest of Landlord or Tenant in the Premises; provided, however, that Landlord shall not be entitled to any award made for Tenant's loss of business or removal of Tenant's property. If all the building and land of which the Premises is a part shall be taken under the power of eminent domain, then the term of this Lease shall cease as of the day actual possession shall be taken by such power and the Rent shall be paid up to that day with a pro rata refund by Landlord of any prepaid Rent. If a portion of the Premises are taken by eminent domain, and the Landlord does not elect to terminate this Lease, this Lease shall terminate only as to that part so taken as of the day possession shall be taken by such public authority, and thereafter all the terms herein shall continue in effect, except the fixed minimum annual rental shall be reduced in proportion to the amount of the Premises so taken.

23) DAMAGES: Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause other than the willfully wrongful acts of Landlord. Tenant shall
defend, indemnify and hold Landlord harmless from all liability for damage to any person or property occurring in, on or about the Premises or resulting from Tenant's occupancy and use of the Premises.

24) **INSURANCE:** During the entire term of this Lease, including any renewals, modifications or extensions, Tenant, at its sole cost and expense shall procure and keep in effect commercial general liability insurance (including contractual liability insurance) with a combined single limit for bodily injury and property damage in an amount no less than One Million Dollars ($1,000,000.00), single limit for injury to any one person, and in an amount of not less than Three Million ($3,000,000.00) Dollars for bodily injuries (including death) to any number of persons in any one occurrence, and not less than Five Hundred Thousand ($500,000.00) Dollars for damage to property, or any increased limits as required by state regulations, insuring against all liability of Tenant and Landlord, and their authorized agents and representatives, arising out of and in connection with Tenant's use, occupancy and condition of the Premises and any improvements thereon. Tenant's insurance policy shall include Landlord as a named insured. Further, Tenant shall provide Landlord with a copy of its insurance certificate or similar proof of the existence of the required policy.

Landlord shall procure and maintain a policy of insurance from a reputable insurance company qualified to do business in the State where the Premises are located at its expense insuring the Leased Premises and all leasehold improvements for 80% of market value or replacement cost.

25) **HOLDING OVER:** If Tenant, without Landlord's prior consent, remains in possession of the Premises after expiration or termination of this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable by not less than thirty (30) days notice at any given time by either party. The first thirty (30) days of holdover shall bear 125% on Tenant's existing rent and shall have no contingent liability or consequential damages. The next ninety (30) days shall be at 150% of the then prevailing rent with contingent liability.

All provisions of this Lease shall apply to the month-to-month tenancy.

26) **TENANT IMPROVEMENT ALLOWANCE:** Landlord to "Turn Key" the premises using a Tenant Allowance of $34.00/GSF based upon an agreeable Tenant Improvement plan. Tenant Improvement costs exceeding the $34.00/GSF allowance will be the responsibility of the Tenant. Tenant has the option to reimburse the Landlord for the additional costs above and beyond the Tenant Allowance or the Landlord can amortize the excess amount of the Tenant Improvement expenses over the term of the lease using a straight-line, (5%) six percent, fixed interest basis.

Tenant Allowance will be used towards hard and soft costs, including but not limited to: construction, Landlord's architectural and engineering, permitting and planning fees. All design, permit, oversight, fees, etc. costs shall be included in the "Turn Key" which Landlord is providing for Tenant.

If the Tenant uses only a portion of the $34.00/GSF Tenant Allowance, the unused portion shall be used by Tenant for additional tenant improvements within the first year of the Term.
Tenant will return the Premises in the condition it was delivered at Lease Commencement, except for normal wear and tear. Landlord and Tenant (prior to installation) to agree to those items that would require restoration, if any.

27) TRADE FIXTURES. All trade fixtures installed by Tenant in the Leased Premises shall be the property of Tenant and shall be removable at the expiration or sooner termination of the term of this Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default under any covenant or agreement contained in this Lease and that Tenant shall promptly repair any damage to the Demised Premises caused by such removal. If Tenant fails to remove any such trade fixtures upon expiration or sooner termination of the term of this Lease, such trade fixtures shall be deemed abandoned and shall become the property of Landlord or, at the option of Landlord, may be removed from the Demised Premises and stored for the account of Tenant, at the cost and expense of Tenant, which cost and expense shall constitute Additional Rent. Any lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems and fixtures and floor covering shall not be deemed to be trade fixtures whether installed by Tenant or by any other party and shall not be removed from the Demised Premises but shall upon installation become the property of Landlord without any compensation to Tenant.

28) SIGNS: Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

29) PARKING: During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

30) BROKERS: Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

31) ABANDONMENT: If Tenant shall abandon or surrender the Premises, or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned, or, at the option of Landlord, may be removed by Landlord at Tenant's expense.
32) **BANKRUPTCY:** Landlord and Tenant each agree that if the estate created hereby shall be taken in execution, or by other process of law, or if Landlord or Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of either the Landlord or Tenant, or if any assignment shall be made of either the Landlord’s or Tenant’s property for the benefit of creditors, then and in such event this Lease may be cancelled at the option of the other party upon sixty (60) days prior written notice.

33) **DEFAULT:** The occurrence of any of the following shall constitute a default by Tenant ("Event of Default"): 

(a) Failure to pay Rent within seven (7) days of the Due Date. Such default shall entitle Landlord to all remedies hereunder, including immediate termination of this Lease and may not be cured by subsequent payment; or

(b) Failure to perform any other provision of this Lease if the failure to perform is not cured within seven (7) days after notice has been given to Tenant. If the default cannot reasonably be cured within seven (7) days, Tenant shall not be in default if Tenant commences to cure the default within such seven (7) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter.

34) **REMEDIES:** Landlord shall have the following remedies after the occurrence of an Event of Default by Tenant:

(a) Landlord may terminate this Lease. No act by Landlord other than written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, termination of Tenant's right to possession or appointment of a receiver shall not constitute a termination of this Lease. Upon termination, Landlord shall be entitled to recover from Tenant all accrued Rent at the time of termination.

(b) Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefore), and may repossess the Premises and remove any and all of Tenant's property and effects from the Demised Premises.

(c) Landlord may cure the default at Tenant's cost. The sum paid by Landlord shall be due immediately from Tenant to Landlord and bear interest at the rate of interest specified in Paragraph 6 above.

(d) Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due (unless and until Landlord has terminated this Lease) and all other damages incurred by Landlord as a result of an Event of Default, including without limitation all attorneys' fees in connection with any Event of Default.

(e) The remedies provided for in this Lease are in addition to any other remedies available to Landlord at law or in equity by statute or otherwise.

Each of Landlord's remedies provided in this Lease is cumulative and in addition to
any remedies now or hereafter allowed by law. No delay or omission in the exercise of any right or remedy of Landlord shall impair such right or remedy or be construed as a waiver of such breach or waiver of the further breach of the same covenant or condition. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default and shall not constitute a waiver of any interest and/or late charge due because of the failure to make timely payment.

35) NOTICES: Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

    NEET Center Associates LLC
c/o Karl F Pfeiffenberger Jr.
    1300 Old Plank Road
    Mayfield Pa 18433

    With required Richard A. Fanucci, Esq.
    Copy to: 240 Main Street
    Blakely, PA 18447

If to Tenant to:

[Tenant]
[Tenant's Address]

36) PERFORMANCE: If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

37) COMPLIANCE WITH LAW: Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

38) CONSENT: Any consent required by either Landlord or Tenant shall not be unreasonably delegated or withheld, unless otherwise set forth herein.
39) QUIET ENJOYMENT: Tenant, subject to the terms of this Lease, and upon payment of all rents and performance of all covenants and terms of this Lease, shall peacefully and quietly hold and enjoy the Premises for the term and during the times granted hereby, without interruption by Landlord or any other person lawfully claiming through or under Landlord.

40) TENANT'S REMEDIES: Landlord's failure to perform any term, condition or provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to Landlord, shall entitle Tenant to the following remedies:

(a) Tenant may terminate this Lease; however, termination may occur in the event Landlord fails to begin remedying any non-monetary default within 60 days of written notification to Landlord of the same.

41) WAIVER OF JURY TRIALS: THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES IN ANY MANNER CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE.

42) TIME IS OF THE ESSENCE: Time is of the essence for each provision of this Lease.

43) MISCELLANEOUS:

(a) The captions and paragraph numbers appearing in this Lease are inserted only as matter of convenience and in no way define, limit, expand or describe the scope or intent of such paragraphs or sections of this Lease, nor in any way affect this Lease.

(b) This Lease shall inure to the benefit of the successors and assigns of Landlord and shall be binding upon the successors and permitted assigns of Tenant. If Landlord sells or transfers all or any portion of the Premises, Landlord shall be released from any liability thereafter accruing under this Lease.

(c) One or more waivers of the breach of any covenant or condition by the Landlord shall not be construed as a waiver of the further breach of the same covenant or condition.

(d) Neither this Lease nor a memorandum hereof shall be recorded. This Lease contains all of the agreements of the parties hereto and cannot be amended or modified except by written agreement of the parties. This Lease shall be construed and interpreted in accordance with the laws of the State of Missouri. This Lease may be executed in counterpart and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

(e) The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect hereto unless and until Landlord shall execute a copy of this Lease and deliver same to Tenant.

(f) All obligations of Tenant under this Lease which accrue on or before the date of
expiration, termination or cancellation, survive such expiration, termination or cancellation.

(g) If any provision of this Lease or its application to any specific situation shall be invalid or unenforceable to any extent, the remainder of this Lease or the application thereof to situations other than that as to which it is invalid or unenforceable, shall not be affected and shall be deemed valid and enforceable to the fullest extent permitted by law.

44) SUCCESSORS: The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

45) FINAL AGREEMENT: This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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

**TENANT:**

Keystone Center of Integrative Wellness LLC

By: [Signature]

Name: Chris Julias

Title: CIO

**LANDLORD:**

NEET CENTER ASSOCIATES, LLC

By: [Signature]

Name: [Signature]

Title: Managing Member
COMMERCIAL LEASE AGREEMENT

THIS LEASE, entered into this 20 day of March, 2017, by and between Artanor LLC and/or their assignees, 21 State Street Carlisle suite 101 PA Commonwealth of Pennsylvania 17701 (hereinafter referred to as “LESSOR”), and Keystone Center of Integrative Wellness of 26 State Avenue Suite 102, City of Carlisle, County of Cumberland, Commonwealth of Pennsylvania, 17013 (hereinafter referred to as "LESSEE").

WITNESSETH:

1. **PREMISES.** Approximately 4000 square feet (+/-) of commercial retail space located at 773 South Franklin Street Wilkes Barre, Commonwealth of Pennsylvania 18702 (hereinafter referred to as “Demised Premises”) for use as a wellness center being conducted by the LESSEE.

   A. Rent commences upon LESSOR’s receipt of Certificate of Occupancy and any of LESSEE’s free or discounted rent periods have ended.
4. **RENT PAYMENT.** LESSEE shall make all checks payable to *Artanor, LLC* and/or their assignees, and mail them to the following address: 21 State Street Carlisle Suite 101, PA. LESSEE shall make payment on or before the first of each month. There shall be a five (5) day grace period in payment of rent. If payment is not received within this time, LESSEE shall pay a late fee of Five and 00/100 Percent (5%) per week if payment is not received.

5. **ENTRANCES.** LESSEE shall have unrestricted use and access to designated parking areas, entrances, passage ways, and delivery lanes, and easements adjacent to the Demised Premises.

6. **UTILITIES.** Utilities mean water, sanitary sewer service, heating fuels, natural gas (if available), telephone service, and electrical service (hereinafter referred to as “Utilities”). LESSOR will ensure that the Utilities are properly connected to the Demised Premises in adequate supply, supplied directly by the utility providers, and separately metered (no sub meters). LESSEE will pay directly to the utility providers all deposits and charges required to initiate service and all charges for all Utilities used by LESSEE on the Demised Premises. LESSOR will be responsible for any Utilities charges that have accrued prior to the move-in date. LESSEE will have no obligation to pay to LESSOR any charges or fees billed to LESSOR by any utility provider, except as specifically stated in this Lease.

7. **MAINTENANCE RESPONSIBILITIES.** During the term of this Lease, LESSEE will maintain and keep in good repair and replace when reasonably necessary for the safe and lawful use of the Demised Premises (i) all components of the building on the Demised
Premises, including the roof, interior and exterior walls, gutters, downspouts, doors, door closers, glass in windows and doors, light bulbs, light fixtures, flooring maintenance and repairs, bathroom fixtures, ceiling tile repair/replacement, the electrical system, the plumbing system, the heating and air conditioning system, the structural elements, and (ii) the parking, service, access areas, and (iii) landscaped areas, including grass covered areas, and storm water facilities, including retention ponds, except for, as to (i), (ii) and (iii) of this Paragraph 7, damage due to casualty or condemnation. LESSOR has the right and responsibility to enter the Demised Premises periodically, at any reasonable time, to inspect the condition of the Demised Premises and to make repairs with proper notice.

8. **REAL ESTATE TAXES AND ASSESSMENTS.** LESSOR shall pay at its cost and expense all real estate taxes, assessments (including special assessments), and charges of a similar nature, which may be levied by any governmental entity with respect to the Demised Premises. LESSEE shall reimburse LESSOR on a monthly basis by including said reimbursement with the monthly rental payment. Real estate taxes may be subject to an increase or decrease after the current year based upon a reassessment and LESSEE shall be responsible for any such increases or decreases after receiving notification of such from LESSOR. LESSOR shall have the right, but not the obligation, to appeal re-assessment.

9. **CASUALTY INSURANCE.** LESSOR agrees to maintain fire, casualty, and extended coverage insurance on the building in an amount equal to the replacement cost of the Demised Premises. LESSEE shall reimburse LESSOR on a monthly basis by including said reimbursement with the monthly rental payment. Insurance costs may be subject to an increase
or decrease after the current year and LESSEE shall be responsible for any such increases or decreases after receiving notification of such from LESSOR.

10. **LIABILITY INSURANCE.** At all times LESSEE occupies the Demised Premises, LESSEE shall, at its sole cost and subject to the terms of this Lease, carry and maintain comprehensive general liability insurance insuring LESSEE against claims for bodily injury, wrongful death, or property damage occurring in the Demised Premises with combined minimum policy limits of One Million and 00/100 Dollars ($1,000,000.00) per occurrence. LESSEE may provide the insurance herein required in any blanket policy or policies which it currently carries. LESSOR shall be named as an additional insured under LESSEE'S insurance subject to the provisions of this Lease. Upon occupancy, LESSEE shall provide LESSOR with a photocopy of the Certificate of Insurance as evidence of such coverage.

11. **CONTENT INSURANCE.** LESSEE shall be responsible for any insurance on LESSEE’S contents that LESSEE desires.

12. **COMMON AREA MAINTENANCE (“CAM”).** CAM shall include items such as snow and ice removal, grass cutting/landscaping, exterior lighting, sealcoat/striping the parking lot, general “paper pick-up”, and general grounds keeping. LESSEE shall be responsible for the CAM of the Demised Premises.

13. **HVAC PREVENTATIVE MAINTENANCE.** LESSEE shall keep in force a maintenance contract covering the heating, ventilating, and air conditioning system. The contract shall provide for quarterly servicing of all such equipment and shall be with a contractor reasonably acceptable to LESSOR. LESSEE shall provide LESSOR with a copy of the maintenance contract at any time upon request by LESSOR. LESSEE is responsible for regular maintenance costing up
to Five Hundred and 00/100 Dollars ($500.00) per repair with regard to any heating, ventilation and air-conditioning systems.

14. **ASSIGNMENT AND SUBLETTING.** LESSEE may assign or sublease this Lease; provided that any such assignment or sublease is approved in advance, in writing, by LESSOR. Any new lessee shall be responsible to provide business history and financial information to LESSOR prior to consideration for approval. LESSOR’S consent shall not be unreasonably withheld. LESSOR reserves the right to require personal guarantees, or to approve of assignment or subleasing on the basis of non-release of LESSEE herein from its obligations hereunder. After such subletting or assignment, the word “LESSEE” as used herein shall also mean any such subtenant or assignee. If, at time during the term of this Lease, LESSEE does not need all of the originally agreed upon square footage, LESSOR will assist in finding a suitable tenant to sublet; however, no rent or other reimbursements due from LESSEE shall be abated until space is subleased.

15. **SIGNS.** LESSEE shall have the right for sign that is made available by LESSOR and will become LESSEE’S responsibility and expense. LESSOR shall have final approval as to style, type, design, and location of any signage as proposed by LESSEE. No window displays and signs shall be displayed outside of the building and/or in the parking lot without prior written approval from LESSOR. Said signage to meet all necessary local codes and to be done at the expense of the LESSEE.

16. **DAMAGE TO BUILDING.** If all of or any portion of the Demised Premises shall be condemned by lawful authority as unsafe or unfit for use or if it becomes partially or wholly destroyed or damaged by fire or other casualty such as to render it untenantable, this lease shall, at the option of either party, terminate unless the Demised Premises can be repaired or restored.
within one hundred fifty (150) days following such occurrence. During any such reconstruction period, the Lease shall be continued, but the any applicable rent payments shall be abated during the period of time while the Demised Premises cannot be occupied. Should the Demised Premises be damaged but remain tenantable, LESSOR shall immediately repair the damage and there shall be an equitable abatement of rent during the period of repair or restoration.

17. **DEFAULT.** Each of the following events shall constitute an Event of Default by LESSEE under this Lease, unless the LESSOR consents thereto in writing:

A. LESSEE fails to pay any installment of rent or any other sums due to LESSOR under this Lease when due and the failure continues for fifteen (15) days after LESSEE receives written notice of default from LESSOR;

B. LESSEE fails to perform or observe any other material agreement or condition on its part to be performed or observed and LESSEE fails to commence to cure the default within fifteen (15) days after receipt of notice of the default from LESSOR or having commenced to cure such default, LESSEE fails to diligently pursue the curing of the default thereafter;

C. LESSEE vacates the Demised Premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the LESSOR in full for all rent and other charges then due and that may thereafter become due until the expiration of the term of this Lease;

D. LESSEE voluntarily dissolves or any action is taken pursuant to any state or federal law applicable to the LESSEE which would cause the LESSEE to cease permanently and conduct of its business or the filing of a petition by or against LESSEE for adjudication as a
bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of LESSEE of its property or an assignment for the benefit of LESSEE’S creditors or the taking of possession of the Demised Premises by any government officer or agency pursuant to statutory authority for the dissolution or liquidation of LESSEE’S business; and/or

E. Acceptance by LESSOR of any rent or any other sum due hereunder at any time after the same shall become due or default has been made in the payment thereof or any failure by LESSOR to enforce any of LESSOR'S rights under this Lease shall not in any way be construed as a waiver of the right to enforce the same and such right may be enforced without any notice whatsoever.

In the event of the occurrence of any aforementioned Event of Default, LESSOR shall be entitled to take such action as LESSOR deems advisable, from time to time, to remedy or cure such default of any LESSEE obligation, and all remedies of LESSOR shall be supplemental and cumulative to and not in limitation of any and all remedies otherwise available to LESSOR under the laws of the Commonwealth of Pennsylvania and may be exercised and enforced concurrently and whenever and as often as occasion therefore may arise. LESSOR, in an attempt to cure an Event of Default, may take the following action:

A. Declare the whole rent and all other sums due hereunder for the balance of the term of this Lease, or any part thereof, at the option of the LESSOR, immediately due and payable and in arrears as if by the terms of this lease the same were payable in advance;

B. Immediately proceed to distain, collect or bring action for the whole rent or such part thereof as aforesaid as being rent in arrears or file a proof of claim in any bankruptcy or insolvency proceeding for such rent or institute any other proceedings, whether similar to the foregoing or not, to enforce payment thereof;
C. Pursue any remedy elsewhere provided in this Lease for default by the LESSEE otherwise available in law or at equity;

D. Upon no less than five (5) days after LESSEE has received written notice of default, LESSOR may terminate this Lease and in such event, LESSOR may commence eviction proceedings; which proceedings shall not defeat or limit the exercise of any other remedy of LESSOR hereunder;

E. Release the Demised Premises as a whole, or in part, for such term or terms and upon such conditions as LESSOR may reasonably determine and LESSEE shall be liable for any loss of rent for the balance of the term of this Lease and any other losses, costs or damages suffered by the LESSOR (including tax, insurance and CAM charges), with any rents received therefore to be applied first to the payment of such reasonable expenses as the LESSOR may have incurred under the terms and covenants of this Lease, the balance, if any, to belong to the LESSOR and to be taken as liquidated damages for the breach of this Lease by LESSEE;

F. Recover any damages, costs or expenses suffered or incurred as a result of any breach of this Lease by LESSEE; and/or

G. Recover from LESSEE all reasonable attorneys’ fees whether or not suit has been commenced as a result of an Event of Default or in enforcing the provisions of this Lease.

18. **QUIET POSSESSION.** LESSOR covenants that it will put LESSEE into complete and exclusive possession of the Demised Premises, free from all orders, restrictions and notices of any public or quasi-public authority, and that if LESSEE shall pay the monthly rent and performs all of the covenants and provisions of this Lease, the LESSEE shall, during the term of this Lease and any renewal periods, freely, peaceably and quietly occupy and enjoy the full
possession of the Demised Premises, and the tenements and appurtenances thereto belonging, and
the rights and privileges granted without hindrance.

19. **HOLDING OVER.** Any holding over by LESSEE beyond the original term of
this Lease or any renewal period thereof shall give rise to a tenancy from month to month on the
same terms and conditions contained herein. Rent during any holdover period shall be 150% of
the rent due for the immediately preceding period.

20. **LEASE SUBORDINATION.** LESSEE hereby agrees that the Lease, and any
extensions and modifications hereof, shall be subordinate to any pledge of mortgage or other lien
voluntarily placed on the Demised Premises by LESSOR, whether currently existing or at any time
placed in the future, including any modifications or replacements of such mortgages or liens.
LESSOR shall not be obligated to obtain an independent subordination of Lease from LESSEE in
such events. LESSEE further agrees to timely execute any Estoppel Agreement, confirming the
then current status of this Lease, upon presentment by LESSOR.

21. **ENTIRE AGREEMENT.** This instrument and its attachments, if any, contain the
entire agreement between the parties and there are no covenants, expressed or implied, except as
contained herein. No statement, promise or inducement made by either party or agent of either
party that is not contained in this written agreement shall be valid or binding. No waiver of any
condition or covenant of this Lease by either party shall be deemed to imply or constitute a further
waiver of the same or any other condition or covenant of the Lease. This Lease may not be
modified, amended or supplemented except by an agreement in writing signed by LESSOR and
LESSEE.

22. **CAPTIONS.** All captions and headings are for convenience of reference only and
in no way shall be used to construe or modify the provisions set forth in this Lease.
23. **BINDING EFFECT.** All covenants and agreements of this Lease will extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both LESSOR and LESSEE.

24. **JURISDICTION.** LESSOR and LESSEE hereby expressly waive any right to a jury trial in any such action or proceeding. LESSOR and LESSEE further agree that any suit, action or proceeding, whether by claim or counterclaim, brought or instituted by either party hereto directly or indirectly with respect to this Lease shall be brought in and only in the Court of Common Pleas of Luzerne County, Commonwealth.

25. **SEVERABILITY.** If any term of this Lease is to any extent illegal, incapable of being enforced, invalid or otherwise shall become invalid in the future, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

26. **COUNTERPARTS.** This Lease may be signed in multiple counterparts, each of which shall be deemed an original.

27. **DIGITAL SIGNATURES.** This Lease may be signed by digital signatures, or by original signatures digitally transmitted, all of which shall be legally binding as originals.

28. **OTHER CONDITIONS.** The Demised Premises may not be used as an adult bookstore, adult video store, or any other store presenting, selling or distributing material in any form, which is or may be obscene, or any other noxious use.

A. LESSOR retains the privilege of final decision of all construction matters. LESSEE to be responsible for any and all interior build outs.
B. LESSEE will provide LESSOR with the last two (2) years financial statements and tax returns for LESSOR’S review and approval.

C. Landlord to do the following:
   
i. Architecture
   
ii. Engineering
   
iii. Actual construction work from HVAC system, walls/doors, trim work, patch, sealcoat and stripe parking lot, etcetera as to give a completed professional facility. Total square foot is 2,660.00

D. This lease agreement is contingent upon final zoning approval, and other necessary or required governmental approvals.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

[signature page to follow]
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year first above written.

Witness

Witness

LESSOR:

By: Mary P. Julius
Managing Member
Print Name: Mary P. Julius

LESSEE:

By: Chris Julius
Managing Member
Print Name: Chris Julius
Affidavit of Business History

State of Pennsylvania
County of Cumberland

The undersigned, Krista Krebs, 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>
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<tbody>
<tr>
<td>Umamaheswar Siripurapu</td>
<td>Principal, Principal</td>
<td>Cumberland Apothecary 3300 Market St. Camp Hill, PA 17011</td>
<td>Owner 100%</td>
<td>2016 – Current</td>
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<tr>
<td></td>
<td></td>
<td>Adams Discount Pharmacy 241 N Keswick Ave Glenside, PA 19038</td>
<td>Owner 100%</td>
<td>2009 - Current</td>
</tr>
<tr>
<td>Michael Cranga</td>
<td>Operator</td>
<td>PA Office of Attorney General 393 Walnut St. Harrisburg, PA 17101</td>
<td>Special Agent II / Bureau of Narcotics Investigation &amp; Drug Control</td>
<td>March 2008 – Present</td>
</tr>
<tr>
<td>Michael Dymek</td>
<td>Operator</td>
<td>Walmart Pharmacy 808 Hunter Hwy Tunkhannock, PA 18657</td>
<td>Managing Pharmacist</td>
<td>2010 – Present</td>
</tr>
<tr>
<td></td>
<td></td>
<td>K-mart Pharmacy The Laurel Mall 5 Laurel Mall Drive Hazleton, PA 18202</td>
<td>Managing Pharmacist</td>
<td>2008-2010</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Target Pharmacy Pocono Commons 155 Mountaineer Dr. Stroudsburg, PA 18360</td>
<td>Managing Pharmacist</td>
<td>2007 - 2008</td>
</tr>
<tr>
<td>Emilia Slavova</td>
<td>Employee</td>
<td>Orthopaedic Institute at RHS 3 W Olive St. #118 Scranton, PA 18508</td>
<td>Orthopaedic Nurse Certified (ONC)</td>
<td>July 2014 – Present</td>
</tr>
</tbody>
</table>
| Employee | Regional Hospital of Scranton  
| 746 Jefferson Ave  
| Scranton, PA 18510 | LPN-float | May 2011 – July 2014 |
| Employee | Mercy Hospital  
| 746 Jefferson Ave  
| Scranton, PA 18510 | Cardiac Rehab Assistant | August 2009 – May 2011 |
| Operator | American Red Cross, Blood Services  
| 29 New Commerce Blvd.  
| Ashley, PA 18706 | Team Supervisor, Preceptor, Collections | Nov 2004 – Dec 2007 |

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  
3-17-2017  
Date

Sworn to and subscribed before me this 17th day of March, 2017.

[Signature]
Notary Public

MY COMMISSION EXPIRES: 1/29/2019

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 Cumberland

The undersigned, [Signature], 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 has been convicted of a criminal offense graded higher than a summary offense.

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

Name(s):
Offense(s):

Financial Backer(s):

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

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

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

[Signature]
Signature of Affiant and Title

2-22-2017
Date

Sworn to and subscribed before me this 22nd day of February, 2017.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kent W. Phillips, Notary Public
Carlisle Borough, Cumberland County
My Commission Expires Dec. 27, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

MY COMMISSION EXPIRES:
12-24-2020

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 Cumberland )

I/WE Krista Krebs

ADDRESS

CITY STATE ZIP CODE COUNTY

For the following applicant:

Keystone Center of Integrative Wellness, LLC

NAME OF BUSINESS

21 State Avenue, Suite 10

DOH REDACTED

ADDRESS

CITY PA ZIP CODE COUNTY

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

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

[Signature]
Signature of Affiant and Title

Sworn to and subscribed before me this 17th day of March, 2017.

[Signature]
Notary Public

MY COMMISSION EXPIRES: 1/29/2019

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Nichole Wright, Notary Public
Upper Allen Twp., Cumberland County
My Commission Expires Jan. 29, 2019

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

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

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

Trade names and DBA (doing business as) names:

Principal Business Address: 21 State Avenue, Suite 102
City: Carlisle
Do Not Display

State: PA

Zip Code: 17013
DOH REDACTED
RELEASE AUTHORIZATION

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

FROM: ____________________________
Applicant’s Name

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have executed this Release on this 22nd day of Feb, 2017.

[Signature]
Authorized Signatory

STATE OF Pennsylvania
COUNTY OF Cumberland

On this 22nd day of February, 2017, before me, a Notary Public, personally appeared [Name], (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 WHEREOF, I hereunto set my hand and official seal.

[Notary Seal]
Notary Public

[Commission Expiration Date]
Attachment L: Applicant Priorities for Multiple Applications

Instructions:
- This attachment is for applicants who are submitting multiple medical marijuana organization permit applications. Use this attachment to indicate your priorities for which medical marijuana regions or counties you prefer for issuance of a permit. Not providing Attachment L as part of your medical marijuana organization permit application indicates that you have no preference.
- If you submit this form more than once, the last form the Department receives will represent your prioritization. This form cannot be submitted without being part of an application.
- If you elect to submit this attachment, please scan the completed form and save it as a PDF file called “Attachment L,” using the appropriate file name format.

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

| Keystone Center of Integrative Wellness, LLC |

Trade names and DBA (doing business as) names:

Principal Business Address: 21 State Avenue, Suite 102
City: Carlisle  State: PA  Zip Code: 17013

A. Priorities for Multiple Grower/Processor Permit Applications
Please check one of the following:
- ☐ The applicant would like to make the Department aware of the applicant’s priorities as listed below
- ☐ The applicant has no preference regarding medical marijuana regions

<table>
<thead>
<tr>
<th>MEDICAL MARIJUANA REGION</th>
<th>PRIORITY (If you intend to submit a permit application for more than one medical marijuana region, please rank your preferred region from 1-6, with 1 being the highest ranking)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Southeast</td>
<td>Priority __</td>
</tr>
<tr>
<td>2- Northeast</td>
<td>Priority __</td>
</tr>
<tr>
<td>3- Southcentral</td>
<td>Priority __</td>
</tr>
<tr>
<td>4- Northcentral</td>
<td>Priority __</td>
</tr>
<tr>
<td>5- Southwest</td>
<td>Priority __</td>
</tr>
<tr>
<td>6- Northwest</td>
<td>Priority __</td>
</tr>
</tbody>
</table>
B. Priorities for Multiple Dispensary Permit Applications

Please check one of the following:
- ☒ The applicant would like to make the Department aware of the applicant’s priorities as listed below
- ☐ The applicant has no preference regarding county

<table>
<thead>
<tr>
<th>MEDICAL MARIJUANA REGION</th>
<th>For each region for which you plan to submit multiple applications, please indicate the counties in order of priority, with 1 being the highest</th>
</tr>
</thead>
</table>
| **1- Southeast**         | Berks  
                           | Bucks  
                           | Chester  
                           | Delaware  
                           | Lancaster  
                           | Montgomery  
                           | Philadelphia  |
| **2- Northeast**         | Lackawanna  
                           | Lehigh  
                           | Luzerne  
                           | Northampton  |
| **3- Southcentral**      | Blair  
                           | Cumberland  
                           | Dauphin  
                           | York  |
| **4- Northcentral**      | Centre  
                           | Lycoming  |
| **5- Southwest**         | Allegheny  
                           | Butler  
                           | Washington  
                           | Westmoreland  |
| **6- Northwest**         | Erie  
                           | McKean  |
### CURRENT OFFICERS (CONT'D.)

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> Rachael</td>
</tr>
<tr>
<td><strong>Occupation:</strong> Assistant Administrator</td>
</tr>
<tr>
<td><strong>Also known as:</strong></td>
</tr>
<tr>
<td><strong>Date of birth:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> Umamaheswar</td>
</tr>
<tr>
<td><strong>Occupation:</strong> Pharmacy owner / Manager / Pharmacist in Charge</td>
</tr>
<tr>
<td><strong>Also known as:</strong></td>
</tr>
<tr>
<td><strong>Date of birth:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Residential Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> Debra</td>
</tr>
<tr>
<td><strong>Occupation:</strong> Chief Operations Officer</td>
</tr>
<tr>
<td><strong>Also known as:</strong></td>
</tr>
<tr>
<td><strong>Date of birth:</strong></td>
</tr>
</tbody>
</table>
Employee Qualifications, Description of Duties and Training

Description of the Duties, Responsibilities and Roles of each Principal, Financial Backer, Operator and Employee

**General Responsibilities**

- Responsible for showing up on time; notifying management of any delays or sick days.
- Vacation days set up with manager ahead of time.
- Do not come to work sick.
- Have proper work attire for the various processing areas.
- Maintaining authorization to work in the medical marijuana industry:
  - Background check.
  - No Felonies.
- Understanding your security access status:
  - Knowing where you can and cannot enter (to avoid cross contamination and minimize diversion).
  - Be up to date on security protocols/training (i.e. in case of fire).
- Respecting fellow employees and keeping a positive, productive work environment.
- Following company and Department guidelines for medical marijuana handling.
- Reporting work incidents to proper management.
- Letting production management know when you are taking a break.
- Follow standard operating procedures for the various cultivation, processing and administrative activities; clean work areas before and after each use.

**Principals**

Officers, directors or people who directly or beneficially own securities of the company, or people who have a controlling interest in the company or who has the ability to elect the majority of the board of directors of the company or otherwise control the company, other than a financial institution.

**Role:** Owner(s) have many broad and diverse tasks and responsibilities that are essential for starting and managing a successful business. Depending on the type of business and the stage it is in, the roles and responsibilities change and the owner continually must adapt to thrive.

**Duties and Responsibilities:**

- **Planning and Strategy**
  - A principal(s) business owner is the company's strategist and planner. Implementing a business and marketing plan assists the principal in
understanding the business and identifies the necessary resources and strategies. This requires a great deal of research, planning and writing to develop a plan, that will be revisited and changed as needed.

- **Finance and Accounting**
  - The principal(s) company requires start-up capital to get established and grow their products and services. Some owners can bootstrap and start with a smaller budget, while other ventures require a large investment to fund capital and operational expenditures. Managing accounting procedures requires the owners to set up and maintain business bank accounts, payment processing, accounts payable and accounts receivable, and taxes.

- **Legal**
  - Principal(s) must comply with federal and state business licensing laws. From forming a limited liability company to creating legal contracts, the owner(s) must know basics of the law and have access to an attorney if legal problems with customers or employees arise. In addition, owner(s) may be required to write, review and sign legal contracts and sales agreements.

- **Marketing and Sales**
  - Marketing and sales are essential to drive business. Principle(s) implement marketing and sales strategies that vary widely, depending on the business, and could include tactics such as print advertising, public relations, online marketing, networking, cold calling and commissioned salespeople.

- **Customer Service**
  - During start up, owner(s) are responsible for providing all or most of the customer service duties. These include phone calls, email messages and follow-ups concerning product delivery and quality issues. As the business grows, it makes sense to automate and hire customer service people when possible to scale operations and growth.

- **Human Resources**
  - As the business grows, so do its hiring needs to accommodate more orders and faster growth. The owner(s) needs to identify human resources needs, write job descriptions, screen and interview candidates, train, manage and pay employees.
**Financial Backers**
Investors, mortgagees, bondholders, note holders, or other source of equity, capital or other assets other than a financial institution.

**Role:** Monitor the company’s financial wellbeing and assist the company as requested from management regarding access to capital, deal formation and financial planning.

**Duties and Responsibilities:**

- Maintain a Good Moral Character and status as an upstanding citizen within their community and the community at large.
- Maintain a clean criminal record with no criminal activities.
- Remain compliant with all rules and regulation promulgated by the Commonwealth of Pennsylvania regarding being a financial backers within the medical marijuana program.
- Promote the company within the Commonwealth of Pennsylvania
- Lend guidance and area of expertise when requested by the company.
- Assist the company as it grows both operationally and financially.
- Help direct the company to maintain solid financial performance and prudent financial decision making regarding capital allocation.

**Operators**
This section includes Individuals who directly oversee or manage the day-to-day business functions for the company and have the ability to direct employee activities onsite and offsite or within the facility.

**Chief Executive Officer**

**Krista Krebs**

**Reports to:** Board of Advisors

**Job Description:** Responsible for overseeing the organization and accomplishing program-specific goals and objectives and balancing objectives internally and externally in order to strengthen and sustain Keystone Center of Integrative Wellness, LLC.

**Duties and Responsibilities:**

- Provides general oversight of all activities, manages day to day operations and assures a smoothly functioning, efficient organization.
- Represent Keystone Center of Integrative Wellness, LLC by attending events such as public meetings and conferences and acts as the chief spokesperson for the organization.
- Works in conjunction with Chief Financial Officer (CFO) in preparing budgets.
• Analyzes risks prior to making any major purchases or investments for the company.
• Assures filing of all legal and regulatory documents and monitors compliance with relevant laws and regulations.

Chief Financial Officer

Krista Krebs

Reports to: Chief Executive Officer

Job Description: The CFO is responsible for directing the fiscal functions of the corporation in accordance with generally accepted accounting principles issued by the Financial Accounting Standards Board, the Securities and Exchange Commission, and other regulatory and advisory organizations and in accordance with financial management techniques and practices appropriate within the industry. This position is responsible for the direct supervision of the controller and the indirect supervision of all employees in the accounting and finance department. This is a full-time position, with occasional evening and weekend work may be required as job duties demand.

Duties and Responsibilities:

• Directs daily financial business operations and implements financial policies, accounting system and cost controls.
• Directs the implementation of improved work methods and procedures to ensure financial record systems are maintained in accordance with generally accepted accounting standards and in compliance with state, federal and Department of Health (DOH) regulations.
• Directs the management of accounting information systems including payroll, accounts payable, accounts receivable, general ledger, financial reporting, and statistical reporting systems.
• Ensures maximum third party reimbursement through efficient billing and collections operations and effective accounts receivable management.
• Assists the Executive Director/Administrator in the preparation of the annual budget, monitors allocation of funds within budgetary limitations, prepares budget variation reports for the review and approval of the executive director and governing body.
• Protects the assets of the organization through effective internal controls, internal auditing, insurance coverage, and direct supervision of financial operations.
• Ensures proper utilization of Facility resources through control of cash disbursements through an effective accounts payable system.
• Prepares and files periodic financial statements for internal users, authorized third parties and regulatory agencies on an ongoing basis.
• Evaluates financial provisions of proposed contracts and agreements for provision of services to optimize financial viability of the agreements.
• Gathers, collates, and reports key operating statistics through the effective utilization of information systems.
• Provides leadership in strategic financial planning including identifying opportunities for improved fiscal viability.
• Prepares and reports applicable federal, state and local taxes.
• Prepares the financial component of the annual report on organization activity.
• Directs payroll practices and collaborates with other members of the management team in establishing personnel policies that assures compliance with state and federal regulations, including wages, salaries and benefit regulations.

Chief Marketing Officer/Chief Strategy Officer

Mary Pat Julias

Reports to: Chief Executive Officer

Job Description: Reporting directly to the Chief Operating Officer, the Chief Strategy Officer (CSO) assists with developing, communicating, executing, and sustaining strategic initiatives. S/he will focus on accelerating organization performance through cohesive strategy planning and execution, knowledge management and the implementation of an organizational dashboard for impact and organizational effectiveness. The CSO is responsible for formalizing the company’s strategic-planning processes, and leading the development of the strategy, translating it for people across functions and business units, and drive organizational change forging new working relationships and synergies across the organization, and establishing greater transparency and accountability for those people carrying out the company’s strategy. In addition, the CSO is responsible for assessing whether strategic initiatives, at all levels of the organization, are in line with the company’s standards and objectives.

Duties and Responsibilities:

• Leads the development of the strategic plan/framework for the organization, and the detailed current year operating plan, while adhering to direction set by the CEO and Board of Directors. This includes formalizing and leading the strategic planning process, focusing on long term trends and outlook, and competitive intelligence.
• Facilitates the execution of the strategy by working collaboratively with the other Executive Team members and ensuring that the strategy is communicated and easily understood by all throughout the organization. Ensures that strategic actions are completed at various levels to achieve desired results
• Ensures that appropriate metrics are in place to measure performance and progress towards strategic goals
• Acts as a key advisor to Chief Executive Officer on critical changes in the competitive landscape, global marketplace and external business environment
• Engages external business and industry experts to learn and influence business strategies, constantly remaining alert and forward-thinking about opportunities and risks in the industry.
• Leads the development and implementation of consistent practices and strategic frameworks across CARE.
• Oversees the development and implementation of a knowledge management infrastructure and leads in the management of organizational knowledge as a strategic asset to further the organization’s goals.
• Leads the organization’s approach to measurement and evaluation with a focus on the creation of an organizational dashboard for impact and organizational effectiveness.

Chief Operating Officer

Aaron Krebs

Reports to: Chief Executive Officer

Job Description: The chief operating officer position will provide the leadership, management and vision necessary to ensure that Keystone Center for Integrative Wellness has the proper operational controls, administrative and reporting procedures, and people systems in place to effectively grow the organization and to ensure financial strength and operating efficiency. The position accomplishes this through a respectful, constructive and energetic style, guided by the objectives of the company.

Duties and Responsibilities:
• Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
• Provide day-to-day leadership and management to a service organization that mirrors the adopted mission and core values of the company. Bottom line: Build a beautiful company.
• Responsible for driving the company to achieve and surpass sales, profitability, cash flow and business goals and objectives.
• Responsible for the measurement and effectiveness of all processes internal and external. Provides timely, accurate and complete reports on the operating condition of the company.
• Spearhead the development, communication and implementation of effective growth strategies and processes.
• Collaborate with the management team to develop and implement plans for the operational infrastructure of systems, processes, and personnel designed to accommodate the rapid growth objectives of our organization.
• Motivate and lead a high-performance management team; attract, recruit and retain required members of the executive team not currently in place; provide mentoring as a cornerstone to the management career development program.
Act as lead "client-care officer" through direct contact with every client and partner.

Assist, as required, in raising additional capital at appropriate valuations to enable the Company to meet sales, growth, and market share objectives.

Foster a success-oriented, accountable environment within the company.

Represent the company with clients, investors, and business partners.

**Chief Technology Officer/Chief Information Officer**

Christopher Julias

**Reports to:** Chief Executive Officer

**Job Description:** The Chief Technology Officer (CTO)/Chief Information Officer (CIO) is responsible for overseeing all technical aspects of the company. The CTO works with Executive Management to grow the company through the use of technological resources. Using an active and practical approach, the CTO will direct all employees in IT and IO departments to attain the company’s strategic goals established in the company’s strategic plan.

**Duties and Responsibilities:**

- Directs daily information system operations including providing direct oversight of the establishment and implementation of information system policies.
- Establish the company’s technical vision and leads all aspects of the company’s technological development.
- Directs the company’s strategic directions, development and future growth.
- Works in a consultative fashion with other department heads, such as marketing, production and operations as an advisor of technologies that may improve their efficiency and effectiveness.
- Conducts research and case studies on leading edge technologies and makes determinations on the probability of implementation.
- Acts as a good steward of Keystone Center of Integrative Wellness, LLC’s resources and ensures control of IT and IO departmental budgets.
- Directs the implementation of improved work methods and procedures to ensure that information systems maintain functional integrity and operate at acceptable performance levels.
- Protects the confidentiality of information contained within the information systems through effective user controls, system auditing and direct supervision of information systems operations.
- Protects facility assets and ensures proper utilization of facility resources by securing software and hardware from unauthorized use and theft and through the protection of copyright agreements.
- Protects the information contained within information systems through the implementation of back-up systems designed to provide duplicate data.
- Ensures information system integration and seamless system functioning that allows flow of data between software applications.
• Works with the management team in identifying unmet information system needs and develops an information system enhancement plan designed to meet those needs.
• Evaluates proposed information system vendor contracts and licensing agreements to minimize the facilities’ risk and to optimize financial viability of the agreements.
• Assists the Executive Director/Administrator in the preparation of the information system annual budget and monitors allocation of funds within budgetary limitations.
• Provides leadership in strategic planning including identifying opportunities for improved information systems capabilities.
• Maintains comprehensive working knowledge in the field of information systems and serves as a resource for facility information system users.
• Serves as the primary liaison with information system vendors technical support teams.
• Assists the Executive Director and management team members in software selections.
• Manages other office technical systems including telecommunication systems and general office equipment.
• Recruits, selects, orients new personnel and arranges for in-service education, as appropriate.

Co-Security Advisor

Aaron Krebs/Christopher Julias

Superior: Chief Executive Officer

Job Description: Ensures the security of employees, capital assets, and proprietary information of the organization by providing strategic direction, tactical management, emergency planning, and disaster recovery strategies.

Duties and Responsibilities:
• Creates and distributes security manuals, documents and records procedures for safeguarding proprietary and customer furnished data.
• Performs periodic and random security inspections and prepares security reports as necessary.
• Issues security violation citations as required by inspections.
• Maintains inspection reports and records and advises senior management of deficiencies and remedial/disciplinary efforts to ameliorate deficiencies.
• Prepares personnel actions and forms to request security clearance/special access and maintains records of such requests.
• Briefs incoming staff on security processes and debriefs outgoing staff.
• Establishes and maintains procedures on handling, safeguarding and destruction of documents and data in accordance with established processes and appropriate timeliness
• Conduct security awareness training sessions with new staff.
• Assists in the implementation and administration of automated security systems.
• Maintains records for periodic systems inspections with customer liaisons and other technical professionals.
• Protects property from theft, embezzlement, sabotage, fire and accidents.
• Investigates and writes reports on accidents, incidents, suspicious activities, safety and fire hazards and other security related situations
• Provides and needed assistance to customers, employees and visitors following the company procedures.
• Serves as the training officer to new security staff.

Medical Director

Mia Sumas

Reports to: CEO/COO

Job Description: The Medical Director provides oversight and support to the dispensary and administrative staff to help maintain and continuously improve the quality of care provided to Keystone Center of Integrative Wellness, LLC’s qualified and registered patients and caregivers. The Medical Director facilitates education and training activities of dispensary registered agents and identifies and suggests topics for training through observation and evaluation of patient care. The Medical Director develops, organizes, and facilitates education programs for patients, caregivers, board members, and the community at large concerning methods of consumption, cannabinoid profiles, regulation updates, as well as Keystone Center of Integrative Wellness, LLC services and programs. The Medical Director participates in the monitoring of Keystone Center of Integrative Wellness, LLC’s quality assurance program, anticipates and plans for change and meets state and local compliance requirements.

Duties and Responsibilities:

• Serves as a resource for information about medical marijuana, ancillary subjects and shares educational resources with dispensary staff and qualified, registered patients and caregivers.
• Assists in developing mechanisms for ensuring a regular flow of educational materials to internal and external audiences.
• Promotes his/her professional development through self-directed and continuing education.
• Develops and organizes community integration events.
• Encourages and facilitates community involvement in the community outreach and integration activities of Keystone Center of Integrative Wellness, LLC.
• Articulates Keystone Center of Integrative Wellness, LLC’s long-term mission to the community and assists the community in achieving realistic understanding of Keystone Center of Integrative Wellness, LLC’s capabilities and services.
• Acts as a community advocate for Keystone Center of Integrative Wellness, LLC.
• Coordinates with administration to monitor Keystone Center of Integrative Wellness, LLC’s quality assurance program.
• Participates in the development and periodic evaluation of policies and procedures and reviews the Policy and Procedure Manual quarterly.
• Ensures dispensary staff is properly trained and informed of changes in policies and procedures.
• Participates in disciplinary actions of the organization when appropriate.
• Organizes, coordinates and monitors the activities of the dispensary staff and ensures the quality and appropriateness of services meets community standards.
• Acquires an understanding of municipal, county, state and federal regulations related to Keystone Center of Integrative Wellness, LLC’s operations and provides feedback to legislators, policy makers and local decision makers on existing and proposed rules and regulations.
• Acquires, maintains and applies knowledge of social, regulatory, political and economic factors that relate to patient care services.
• Participates in Keystone Center of Integrative Wellness, LLC’s budget process to assure the availability of resources for Keystone Center of Integrative Wellness, LLC’s educational programs, materials and functions.

Chief Nursing Director

Emilia Slavova

Reports to: Chief Executive Officer

Job Description: The Chief of Nursing Director is responsible for the overall direction of the dispensary. The Chief of Nursing Director establishes implements and evaluates goals and objectives for quality services which meet and promote the standards of quality and contribute to the total organization and philosophy.

Duties and Responsibilities:

• Coordinates and oversees direct and indirect patient services provided by personnel.
• Provides guidance and counseling to care coordinators and supervisors to assist them in continually improving all aspects of the dispensary, provided through dispensary personnel.
• Assists supervisors in managing clinical teams and planning.
• Provides help in assessment, planning, implementation and evaluation of patients and caregivers to service delivery personnel as indicated.
• Assists the Executive Director/Administrator in the preparation and administration of the dispensary's budget.
• Interprets operational indicators to detect census changes and increases or decreases in volume which could impact staffing levels, revenues or expenses.
• Evaluates performance of supervisors.
• Assists supervisors to develop skills and technique in evaluating the performance of service delivery personnel.
• Conducts annual evaluations of direct reports, or more frequently if indicated.
• Oversees the maintenance of patient records, statistics, reports and records for purposes of evaluation and reporting of dispensary activities.
• Assures proper maintenance of patient records as prescribed and in compliance with local, state and federal laws.
• Maintains or delegates the maintenance of adequate and appropriate inventory supplies and equipment for the provision of patient services.
• Develops implements and evaluates the orientation program for new dispensary personnel. Orient or delegates orientation of new dispensary personnel.
• Plans and implements in-service and continuing education programs to meet education and training needs of dispensary personnel.
• Assists with the evaluation of organization performance via performance improvement program, productivity, quarterly and annual reviews. Assures high quality and safe delivery of services provided through Keystone Center of Integrative Wellness LLC.
• Assists in the development of organization goals. Develops, recommends, and administers Organization policy and procedures.
• Assures compliance with local, state and federal laws regarding licensure and certification of dispensary personnel and, maintains compliance to the State/Local/Federal and Department of Health standards.
• Stays informed about changes in the field of Medical Cannabis and shares information with appropriate dispensary personnel.
• Promotes referrals in the health care community.
• Demonstrates behaviors that support Keystone Center of Integrative Wellness LLC mission and values.
• In the absence of the Executive Director/Administrator, the Chief of Nursing Director will become the acting Executive Director/Administrator and will be vested with authority to act on behalf of the Executive Director/Administrator.
• Assists in Community Outreach programs.
• Other duties as assigned by the Executive Director/Administrator.
• Dispense Medical Cannabis under the direction of Licensed Pharmacist.
• Dispense Medical Cannabis accordingly to state regulations.
• Offer counseling Face to Face/orally to the patient on Medical Cannabis.
• Understand dispensary's electronic software accordingly to state regulations.
• Recognize problematic usage of Medical Cannabis and appropriate services or treatment.
• Understand the proper method or methods for administering doses of Medical Cannabis.
• Understand potential dangers stemming from the usage of Medical Cannabis.
• Understand side effects and contraindications associated with Medical Cannabis.
• Understand how to prevent or deter the misuse of medical cannabis by an individual.
• Understand patient safety

Chief Security Officer

Michael Cranga

Reports to: Chief Executive Officer

Job Description: The Chief Security Offer is responsible for securing Keystone Center of Integrative Wellness physical, digital and electronic security requirements, including computer networks. The CSO will be required to handle all threats and institutes appropriate security programs. CSOs are responsible for enhancing and improving physical security and, increasingly, IT security. They must identify organizational protection goals and objectives, ensuring they're consistent with KWIC organizations' strategic plans. CSO will work with other executives to decide on the priority of security needs and then spend according to an organization's financial constraints and directives. CSOs also oversee a network of security directors, managers and staff and work with local, state and federal law enforcement and other security agencies. The CSO will oversee and coordinate security efforts across the company, including information technology, human resources, communications, legal, facilities management and other groups, and will identify security initiatives and standards. The candidate's direct reports will include the chief information security officer and the director of corporate security and safety.

Duties and Responsibilities:

• Lead operational risk management activities to enhance the value of the company and brand.
• Ensure security is maintained and updated.
• Oversee incident response planning as well as the investigation of security breaches, and assist with disciplinary and legal matters associated with such breaches as necessary.
• Devise policies and procedures regarding areas such as business continuity planning, loss prevention and fraud prevention, and privacy.
• Oversee and coordinate security efforts across the company, including information technology, human resources, communications, legal, facilities management and other groups.
• Identify security initiatives and standards.
• Oversee network of vendors and directors who secure the company's assets
• Oversee safeguarding of intellectual property and computer systems.
• Develop procedures to ensure physical safety of employees and visitors.
• Manage the development and implementation of global security policy, standards, guidelines and procedures.
• Create workplace violence awareness and prevention programs
• Implement video surveillance.
• Prioritize security initiatives.
• Develop network access and monitoring policies
• Maintain relationships with local, state and federal law enforcement and other related government agencies.
• Develop emergency procedures and incident responses.
• Investigate security breaches.
• Implement disciplinary procedures.
• Conduct audits to find holes in security platform.
• Develop risk management assessments.
• Create global security policy, standards, guidelines and procedures to ensure ongoing maintenance of security.

Chief Compliance Officer

Debra Altland

Reports to: Chief Executive Officer

Job Description: The chief Compliance Officer oversees the Corporate Compliance Program, functioning as an independent and objective body that reviews and evaluates compliance issues/concerns within Keystone Center of Integrative Wellness, LLC. The Chief Compliance Officer also oversees the Compliance Office who is responsible for regulatory compliance with state medical marijuana laws as well as municipal regulations applicable throughout all of Keystone Center of Integrative Wellness, LLC’s locations and operations. This position ensures the Board of Directors, management and employees are in compliance with the rules and regulations of regulatory agencies, that company policies and procedures are being followed and that behavior within Keystone Center of Integrative Wellness, LLC meets the company Standards and Conducts. The Chief Compliance Officer along with the Corporate Compliance Team is authorized to implement necessary actions to ensure achievement of the objectives of an effective compliance program.

Duties and Responsibilities:

• Keep informed regarding pending industry changes, trends and best practices and assess the potential impact of these changes on organizational processes.
• Act as staff to the CEO by monitoring and reporting results of the compliance efforts of the company and in providing guidance for the senior management team.
• Develops initiates, maintains and revises policies and procedures for the general operation of the compliance program and related activities.
• Prevent illegal, unethical or improper conduct.
• Consults with the corporate attorney as needed to resolve difficult legal compliance issues.
• Monitors and coordinates compliance activities to remain abreast of the status of all compliance activities and identify trends.
• Report violations of compliance or regulatory standards to duly authorized enforcement agencies as appropriate or required
• Verify that software technology is in place to adequately provide oversight and monitoring in all required areas.
• Oversee internal reporting systems such as waste disposal, changes in employee information and patient records.
• Review communications such as advertising, signs and labels to ensure there are no violations of standards or regulations.
• Review or modify policies or operating guideline to comply with changes in standards or regulations.
• Conduct or direct the internal investigation of compliance issues.
• Direct the development or implementation of compliance-related policies and procedures.
• Advise internal management on the implementation or operation of compliance programs.
• Provide assistance to internal or external auditors in compliance reviews.
• Monitor compliance systems to ensure their effectiveness.
• Design or implement improvements in communication, monitoring or enforcement of compliance standards.
• Direct environmental programs such as air or water compliance, aboveground or underground storage tanks, spill prevention or control, hazardous waste or materials management, solid waste recycling, medical waste management, indoor air quality, integrated pest management, employee training or disaster preparedness.
• Provide employee training on compliance related topics, policies or procedures.
• Prepare management reports regarding topics compliance operations and progress.
• File appropriate compliance reports with regulatory agencies.
• Maintain documentation of compliance activities such as applications and reports submitted, complaints received or investigation outcomes.
• Coordinate with Keystone Center of Integrative Wellness, LLC’s accountant to collect, reconcile and file taxes for each of Keystone Center of Integrative Wellness, LLC’s entities.
• Prepare patient and caregiver online and pre-orders.
• Provide deliveries a needed.
• Route media calls to the appropriate manager immediately (do not comment unless authorized to do so).
• Assist managers with research, communications or any other assigned projects/tasks.
• Will comply with Keystone Center of Integrative Wellness, LLC’s current policies and procedures and applicable state and local laws.
Quality Assurance/Quality Control Manager

Christopher Julias

Reports to: Owner/CEO

**Job Description:** The Quality Assurance/Quality Control Manager is responsible for the assurance of quality products and processes by establishing and enforcing quality standards in accordance with the State of Pennsylvania and standards set by Keystone Center of Integrative Wellness, LLC. The Quality Assurance Manager develops policies and procedures for testing materials and products. Maintains Keystone Center of Integrative Wellness, LLC staff results by coaching, counseling, planning, monitoring and appraising job results. Serves as a resource for administration and management teams for policy and procedure updates and training.

**Duties and Responsibilities:**

- Establishes quality and reliable standards in accordance with the State of Pennsylvania and all other applicable regulatory agencies.
- Established standards for the disposition of finished products by devising evaluation tests, methods and procedures.
- Communicate product and consumer requirements with other members of the Keystone Center of Integrative Wellness, LLC’s management and administration team.
- Establishes raw material standards by studying manufacturing and engineering requirements; conferring and negotiating with suppliers; devising testing methods and procedures.
- Prepares product and process quality reports by collecting, analyzing and summarizing information and trends.
- Achieves financial objectives by preparing the quality assurance budget, scheduling expenditures, analyzing variances and initiating corrective actions.
- Maintains professional and technical knowledge by attending educational workshops, reviewing professional publications and establishing personal networks.
- Develop monthly summary for the General Manager of all quality assurance discrepancies and how the issues have been resolved and/or mitigated.

Chief of Pharmacy Science

Umamaheswar Siripurapu

Reports to: Owner/CEO
**Job Description:** The Chief of Pharmacy Scientist is responsible for management and supervision of the medical marijuana dispensary’s day to day activities. Maintains compliance with all Pennsylvania regulations, inventory management, security and record keeping procedures. The Chief Pharmacist will administer and integrate pharmaceutical policies and procedures, plan major service programs and oversee staff supervision and development.

**Duties and Responsibilities:**

- Prepares medications by reviewing and interpreting physician orders; detecting therapeutic incompatibilities.
- Dispenses medications by compounding, packaging and labeling pharmaceuticals.
- Controls medications by monitoring drug therapies and advising interventions.
- Completes pharmacy operational requirements by organizing and directing technicians' work flow; verifying their preparation and labeling of pharmaceuticals; verifying order entries, charges and inspections.
- Provides pharmacological information by answering questions and requests of healthcare professionals; counseling patients and caregivers on drug therapies.
- Complies with all state and federal drug laws regulated by the board of pharmacy. The DEA and the FDA.
- Protects patients and technicians by adhering to infection-control procedures.
- Recommends appropriate cannabis products, medication procedures and proper dosing in accordance with established guidelines to ensure a positive patient experience.
- Maintains safe and clean working environment by complying with procedures, rules and regulations.
- Maintains pharmacological knowledge by attending educational workshops; reviewing professional publications; establishing personal networks and participating in professional societies.
- Provides outstanding patient care.
- Manages patient flow and activity on the premises.
- Understands and follows all Pennsylvania regulations in regards to medical marijuana.
- Supervises prepacking of drugs and control procedures.
- Maintains a positive and instructional interaction with internal and external customers and employees.

**Pharmacist**

**Michael Dymek**

**Reports to:** Chief of Pharmacy Science

**Job Description:** The pharmacist is responsible for management and supervision of the medical marijuana dispensary. Maintains compliance with all Pennsylvania
regulations, inventory management, security and record keeping procedures. Processes
provider recommendations for medical marijuana in an accurate and timely manner.
Counsels, answers patient inquiries and educates patients on medical marijuana. The
role is responsible for safe and efficient methods for coordination of established
pharmacy policy concerning drug patient care and provides clinical drug information to
meet the needs of the patient.

Duties and Responsibilities:

- Prepares medications by reviewing and interpreting physician orders; detecting
  therapeutic incompatibilities.
- Dispenses medications by compounding, packaging and labeling
  pharmaceuticals.
- Controls medications by monitoring drug therapies and advising interventions.
- Completes pharmacy operational requirements by organizing and directing
  technicians’ work flow; verifying their preparation and labeling of
  pharmaceuticals; verifying order entries, charges and inspections.
- Provides pharmacological information by answering questions and requests of
  healthcare professionals; counseling patients and caregivers on drug therapies.
- Complies with all state and federal drug laws a regulated by the board of
  pharmacy. The DEA and the FDA.
- Protects patients and technicians by adhering to infection-control procedures.
- Recommend appropriate cannabis products, medication procedures and proper
  dosing in accordance with established guidelines to ensure a positive patient
  experience.
- Maintains safe and clean working environment by complying with procedures,
  rules and regulations.
- Maintains pharmacological knowledge by attending educational workshops;
  reviewing professional publications; establishing personal networks and
  participating in professional societies.
- Provides outstanding patient care.
- Manage patient flow and activity on the premises.
- Understands and follows all Pennsylvania regulations in regards to medical
  marijuana.
- Supervises prepacking of drugs and control procedures.
- Maintains a positive and instructional interaction with internal and external
  customers and employees.

Inventory Control Manager

Melissa Foreman

Reports to: Chief Compliance Officer

Job Description: Responsible for oversight of all inventory management activities and
for implementing and enforcing the policies and procedures. Ensure tracking of seed to
sale inventory for all cannabis and cannabis products. The Inventory Control Manager provides support to all Patient Coordinators and Consultants which includes schedules, training, providing policy and procedure updates, product information and keeping updated with industry news. The Inventory Control Manager is also responsible for maintaining the storage areas, ordering and receiving all inventory and products, arranging deliveries and maintaining facility compliance and cleanliness.

**Duties and Responsibilities:**

- Conduct daily, weekly monthly and annual audits of all cannabis and cannabis products
- Identify discrepancies during inventory
- Report any discrepancies identified during inventory to the Chief Compliance Officer
- Oversees and adjusts day-to-day inventory systems based on volume and workflow efficiency
- Acts as an ambassador for Keystone Center of Integrative Wellness, LLC brand and provides superior service and communication with vendors
- Maintain the inventory control system
- Keep informed regarding pending industry changes, trends and best practices and assess potential impact of these changes on organizational processes
- Work directly with the Chief Compliance Officer to ensure Keystone Center of Integrative Wellness, LLC is compliant with all medical marijuana regulations

**Chief of Maintenance/Project Manager**

**David Altland**

**Reports to:** CEO/CFO

**Job Description:** Direct supervisor to project manager responsible for coordinating, planning, and directing designated projects to ensure that goals or objectives of projects are accomplished within prescribed time frame and funding parameters by performing the following duties personally or through subordinate supervisors. Responsible for the oversight and compliance of the upkeep of buildings, grounds and equipment. Responsible for maintaining electrical, plumbing, and mechanical related systems.

**Duties and Responsibilities:**

- Direct Supervisor of the Project Manager
- Reviews project proposals or plans to determine time frames, funding limitations, procedures for accomplishing project, staffing requirements and allotment of available resources to various phases of the project.
- Established work plans and staffing for each phase of the project and arranges for recruitment of assignment of project personnel.
• Confers with project staff to outline work plans, assign duties, responsibilities and scope of authority.
• Directs and coordinates activities of project personnel to ensure project progresses on schedule and within prescribed budget.
• Reviews status reports prepared by project personnel and modifies schedules or plans as required.
• Prepares project reports for management, client and others.
• Confers with project personnel to provide technical advice and to resolve any issues.
• Coordinates project activities with activities of government regulatory or other governmental agencies.

**Project Manager**

**Trace Hall**

**Reports to:** Chief of Maintenance/Project Manager

**Job Description:** Plans, directs and coordinates activities of designated projects to ensure that goals or objectives of projects are accomplished within prescribed time frame and funding parameters by performing the following duties personally or through subordinate supervisors.

**Essential Job Functions/Responsibilities:**

• Reviews project proposals or plans to determine time frames, funding limitations, procedures for accomplishing project, staffing requirements and allotment of available resources to various phases of the project.
• Established work plans and staffing for each phase of the project and arranges for recruitment of assignment of project personnel.
• Confers with project staff to outline work plans, assign duties, responsibilities and scope of authority.
• Directs and coordinates activities of project personnel to ensure project progresses on schedule and within prescribed budget.
• Reviews status reports prepared by project personnel and modifies schedules or plans as required.
• Prepares project reports for management, client and others.
• Confers with project personnel to provide technical advice and to resolve any issues.
• Coordinates project activities with activities of government regulatory or other governmental agencies.

**Human Resource Director**

**Dianna Jedlowski**
Reports to: CEO/CFO

Job Description: The Human Resources Director is responsible for developing and organizing strategies by identifying and researching human resource issues in accordance with state laws, local laws and standards set by Keystone Center of Integrative Wellness, LLC. The Human Resource Director oversees the Human Resources Manager.

Duties and Responsibilities:

- Recruiting, selecting, orienting, training, coaching and counseling staff.
- Develops human resources operations financial strategies by estimating, forecasting and anticipating requirements, trends and variances.
- Supports management by providing human resource advice, counsel and decisions.
- Explores opportunities to add value to job accomplishments.
- Responsible for the administration and management of all employee files, including acquisition, evaluation, maintenance and termination.
- Responsible for providing human resources materials to employees and submitting completed documentation to the appropriate recipient.
- Ensure all license and permits for Keystone Center of Integrative Wellness, LLC are current and in compliance with state and local laws.
- Administers all licenses and permit renewals in a timely fashion, ensures posting of all licenses and permits and ensures all licenses and permits are current.
- Ensures all documentation and reports are in good standing with the Secretary of State.
- Serves as a resource for all employees concerning human resources, policies and procedures, industry news and regulations.
- Coordinates with the General Manager and Executive Management Team to ensure accurate information is communicated to all employees.
- Maintain accurate records of all Keystone Center of Integrative Wellness, LLC human resources and compliance activities in accordance with state and local Pennsylvania laws and standards set by Keystone Center of Integrative Wellness, LLC.

Human Resource Manager

Janelle Callahan

Reports to: Human Resource Director

Job Description: The Human Resources Manager is responsible for the administration and management of all human resource and compliance activities of Keystone Center of Integrative Wellness, LLC in accordance with all state laws, local laws and standards set by Keystone Center of Integrative Wellness, LLC. The Human Resource Manager
provides support for all Keystone Center of Integrative Wellness, LLC employees, including human resource materials and records, acquisition and termination materials and records, training materials and records, policy and procedure updates and industry compliance updates. The Human Resource Manager is responsible for administrating and maintaining timely and accurate records of all human resource and compliance activities.

**Duties and Responsibilities:**

- Responsible for the administration and management of all employee files, including acquisition, evaluation, maintenance and termination.
- Responsible for providing human resources materials to employees and submitting completed documentation to the appropriate recipient.
- Ensure all license and permits for Keystone Center of Integrative Wellness, LLC are current and in compliance with state and local laws.
- Administers all licenses and permit renewals in a timely fashion, ensures posting of all licenses and permits and ensures all licenses and permits are current.
- Ensures all documentation and reports are in good standing with the Secretary of State.
- Serves as a resource for all employees concerning human resources, policies and procedures, industry news and regulations.
- Coordinates with the General Manager and Executive Management Team to ensure accurate information is communicated to all employees.
- Maintain accurate records of all Keystone Center of Integrative Wellness, LLC human resources and compliance activities in accordance with state and local Pennsylvania laws and standards set by Keystone Center of Integrative Wellness, LLC.

**Chief Diversity Officer**

Rachael Tackett

**Reports to:** CEO

**Job Description:** The Chief Diversity Officer will lead the development and implementation of proactive diversity, equity and inclusion initiatives which will support the Company’s new strategic plan, currently in development. The Chief Diversity Officer will lead the development of a vision and effective strategy that focuses on the importance and value of a diverse and inclusive Company environment. The Chief Diversity Officer will assess potential barriers and develop strategies focused on recruiting and retaining a diverse workforce. The Chief Diversity Officer will design training initiatives on cultural competency, gender differences, veteran's affairs, disability, sexual harassment, and other topics designed to increase awareness, support equity and inclusion values, and maintain compliance with applicable laws. The Chief Diversity Officer will also lead and oversee compliance in regards to Affirmative
Action, Equal Employment Opportunity, the Americans with Disabilities Act, and other applicable requirements.

**Duties and Responsibilities:**

- Plans, guides and advises executive officers on diversity, equity, and affirmative action matters. Collaborates with management to create, implement and monitor programs designed to ensure fair and equitable treatment of staff.
- Supervises professional/support staff. Hires, evaluates, trains, disciplines and recommends dismissal of staff as necessary.
- Develops and implements district-wide training to promote cultural understanding and competency and a climate of equity and inclusion.
- Directs the work of professional staff that assists with EEO investigations as a result of discrimination and harassment complaints filed by students, faculty, staff and administrators. Evaluates documentation provided and advises individuals and departments on appropriate action(s) to be taken. Provides mediation, as needed. Ensures written report of investigatory findings and disposition are prepared and maintain in a confidential file.
- Promotes Company commitment to a climate of equity and inclusion through interaction with individuals and agencies inside and outside the Company including the Board of Directors, Executive Staff, supervisory staff, employees, public, community leaders from all ethno-cultural groups, civic and grass-root organizations, attorneys, political figures, and Federal, State, and local government enforcing authorities.
- Gathers researches and analyzes data for use in statistical calculations and reporting in order to meet federal and state requirements, including creating workforce analysis reports.
- Communicates and articulates Equal Employment Opportunity and Affirmative Action policies for the general public, governmental enforcing agencies, political and community group leaders.
- Participates in and advises the Company’s recruitment and retention of underrepresented groups. Monitors, evaluates, and assesses adequacy of diversity of candidates in the hiring and screening process. Works with Human Resources to develop recruitment strategies that attract underrepresented candidates.
- Manages the department budget, including developing budget proposals, justifying expenses and monitoring accounts.
- Provides analysis of legislation and regulations related to equity and affirmative action.
- Performs other related duties as assigned.

**Community Outreach Manager**

**Lauryn Mencer**

**Reports to:** Chief Diversity Officer (CDO)
**Job Description:** The community Outreach Manager will be responsible for planning, development and implementation of all of Keystone Center of Integrative Wellness, LLC’s marketing strategies, marketing communications and public relations activities both internal and external. Maintains and develops social media sites, website content and design, advertisements, newsletters and any other marketing materials for Keystone Center of Integrative Wellness, LLC. Directs the efforts of the Keystone Center of Integrative Wellness, LLC staff to coordinate Keystone Center of Integrative Wellness, LLC involvement in community and industry events. Serves as a community outreach representative to plan and coordinate Keystone Center of Integrative Wellness, LLC involvement in community and industry events and programs. Manages internal communications including email accounts, Keystone Center of Integrative Wellness, LLC intranet and social media. Responsible for handling all marketing and press inquiries for Keystone Center of Integrative Wellness, LLC.

**Duties and Responsibilities:**

- Maintains and develop social media sites, website content and design, advertisements, newsletters and any other marketing materials for Keystone Center of Integrative Wellness, LLC
- Coordinate media interest in Keystone Center of Integrative Wellness, LLC and ensure regular contact with target media and appropriate response to media requests
- Oversees development and implementation of support materials and services for programs and chapters in the areas of marketing, communications and public relations
- Act as the organization’s representative with the media and press
- Coordinate media interest in the organization and ensure regular contact with target media and appropriate response to media requests
- Direct the development or implementation of compliance-related policies and procedures throughout the organization
- Effectively enable volunteers and staff so they can take action on behalf of Keystone Center of Integrative Wellness, LLC by transmitting the Keystone Center of Integrative Wellness, LLC’s values, vision, mission and direction
- Engage people in the mission of Keystone Center of Integrative Wellness, LLC; respecting and using the skills, expertise, experience and insights of people
- Provide direction and resources, removing barriers and helping develop people’s skills
- Articulate expectations and clarifying roles and relationships
- Anticipate conflicts and facilitates resolutions ensuring quality decision-making

**Chief of Human Service Programs**

Nicole Moyers

**Reports to:** CEO
Job Description: The Chief of Human Services Program will serve as a core member of the agency’s leadership team, support the Board’s Program Committee and lead the agency’s development and delivery of high-impact programs and initiatives. The chief of Human Service Programs will oversee the administrative and day-to-day operations of human service departments for their organization. Their duties include organizing the employees needed for the life cycle of a project; ensuring employees’ professional conduct in all relations with clients, third parties, and other employees; and making sure projects' revenue and budget goals are met. They also assist in the creation of program management plans and budgets, monitor employee progress (potentially including those in off-site offices), and delegate tasks to employees and third parties assigned to a program. This key leadership position serves as a core member of the agency’s Management Team and promotes effective coordination with the agency’s fiscal, development, human services resources operations. This position represents KCIW with key governmental and external partners in strategic meetings and planning work at the systems level.

Duties and Responsibilities:

- Ensure that KCIW develops and delivers high-impact, culturally responsive and effective programs that fulfill the agency mission.
- Ensure assigned staff members are proficient in the tasks necessary for their work; ensure that the agency adopts and incorporates “best practices”.
- Ensure that staff are able to provide culturally competent services to all clients; and work to implement continuous quality improvement methods.
- Research and develop resources to launch, sustain and expand effective programming and to meet the unique needs of clients who cannot be served within the mainstream service system.
- Respond according to established agency procedures to client-initiated complaints; Respond according to established agency procedures to grievances concerning staff.
- Represent the agency in community forums, meeting and task forces. Advocate for additional resources and programs.
- Support the Board of Directors in their governance role by providing training, information, reports and recommendations on the agency’s programs and by staffing the Board’s Program Committee.
- Coordinate effectively across agency departments and functions to ensure alignment of agency services and resources and compliance with policies.
- May prepare and evaluate grant proposals and contracts.
- Evaluate programs and suggest modifications/improvements.
- Oversee human services program processes, including recruitment, orientation, scheduling, quality service delivery, compliance and fiscal responsibility.

Patient Care Coordinator
Christina Casses, Tiffany Cribbs, Nicholas Morelli, Todd Radaci

Reports to: Chief Diversity Officer

Job Description: The Patient Counselor must provide superior customer service and educational guidance to registered patients and caregivers. The Patient Counselor must maintain a thorough understanding of medical marijuana varieties, derivatives and infused products based on current offerings in the Pennsylvania market and current cannabis science. The Patient Counselor must maintain a professional appearance, organized work environment and facility appearance.

Duties and Responsibilities:
- Greets patients and caregivers as they enter the dispensary.
- Provides orientation and tours for first time patients.
- Communicate with Patient Coordinator to maintain patient traffic flow, minimize wait times and maximize sales and patient satisfaction.
- Responds to and resolve patient requests, complaints or compliments.
- Maintains organization of sales station. And dispensary through daily upkeep and light cleaning.
- Maintain quality and appearance of product through organization and checking for defective mold, mildew, expiration dates or defective products.
- Maintains knowledge of all medicine, products and services provided, as well as applicable state and local laws.
- Educates patients and caregivers on medicating options and methods, strain information, medicine effectiveness for specific ailments and cultivation methods.
- Provides educational materials and resources for patients and caregivers as needed.
- Record specific requests, preferences and notifications for patients and caregivers using the inventory system.
- Maintains awareness of patient input and suggests changes to improve service or product.
- Collects payments ad processes transactions after order verification.
- Applies transaction amount to each customer’s allocated amount in accordance with state and local laws.
- Packages and labels products appropriately prior to handing to customer.
- Provides receipt for each transaction.
- Ensures accurate information is recorded for all patient and caregiver registration, sales and preferences.
- Communicate inventory levels with Assistant Manager to maintain accurate menus and update menus as needed.
- Coordinate with the General Manager as needed.
Description of the Employee Qualification of each Principal, Financial Backer, Operator and Employee

All Personnel

- Can verify the candidate has a valid and current form of identification such as driver's license, Commonwealth issued ID, passport or other form satisfactory to the Department. § 1141.29 (b)(6)(i).
- Can verify the candidate is of good moral character and reputation in the form of a written statement. § 1141.29 (b)(6)(ii) & 1141.29 (b)(14)(i).
- Can provide a valid and current copy of a criminal history records check and fingerprints from the Pennsylvania Commonwealth Police. § 1141.29 (b)(6)(iii) & 1141.31 (a).
- Can provide an affidavit setting forth the following: (A) Any position of management or ownership held during the past 10 years 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; and (B) Whether the principal, operator, financial backer or employee has been convicted of a criminal offense graded higher than a summary offense. § 1141.29 (b)(6)(iv).
- Can provide: (i) the names, residential addresses, titles and short version of a curricula vitae of each principal of the corporation or limited liability company, (ii) a certified copy of the filed articles of incorporation of the corporation or filed certificate of organization of the limited liability company, and (iii) unless the corporation or limited liability company is a publicly traded company, the names and mailing addresses of all persons owning securities in the corporation or membership interests in the limited liability company; if the principal, operator or financial backer candidate is a corporation or limited liability company. § 1141.29 (b)(7).
- Can provide: (i) the names, residential addresses, titles and short version of a curricula vitae of each partner and general partner of a general partnership, limited partnership, limited liability partnership or limited liability limited partnership, and if any of the partners is a corporation or a limited liability company, the names, residential addresses, titles and short version of a curricula vitae of each principal of that corporation or limited liability company, (ii) a certified copy of its filed certificate of limited partnership or other formation document, if applicable, (iii) a certified copy of its partnership agreement, and (iv) unless the entity is a publicly traded company, the names and mailing addresses of each of its partners; if the principal, operator or financial backer candidate is a general partnership, limited partnership, limited liability partnership or limited liability limited partnership. § 1141.29 (b)(8).
• Can provide evidence of any criminal action under the laws of the Commonwealth or any other Commonwealth, the United States or a military, territorial or tribal authority, graded higher than a summary offense, against the candidate, or which involved the possession, transportation or sale of illegal drugs, or which related to the provision of marijuana for medical purposes, including any action against an organization providing marijuana for medical purposes in which the candidate either owned shares of stock or served as an executive, and which resulted in a conviction, guilty plea or plea of nolo contendere, or an admission of sufficient facts, if applicable. § 1141.29 (b)(9)(v).

• Can provide evidence of any civil or administrative action under the laws of the Commonwealth or any other state, the United States or a military, territorial or tribal authority relating to the candidate’s profession, or occupation or fraudulent practices, including fraudulent billing practices, if applicable. § 1141.29 (b)(9)(vi).

• Can verify, under penalty of perjury, that the information provided by the candidate is accurate and correct.

• Can verify the candidate is 18 years of age or older. § 1151.21 (b)(2).

• Bilingual (English/Spanish) applicants strongly preferred.

• Excellent communication skills and attention to detail.

• Effective time management and ability to multitask.

• Proficiency in Windows based software and point of sale applications.

• Ability to work in a fast-paced, changing and challenging environment.

• Thorough understanding of Commonwealth and local medical marijuana laws and how they apply to the operations of the company.

General Dispensary

• Candidates must have a minimum of a Bachelor's degree, preferably in business.

• Candidates must be able to work cohesively as a team with all personnel.

• Candidates must have the ability to function with little to no supervision.

• Candidates must have problem-solving skills, attention to detail, and good communication skills. Ability to analyze information and think critically.

• Candidates must have an aptitude for written and verbal communication. Report writing and data collecting are mandatory.

• Candidates must have strong time management and multi-tasking skills are required.

• Candidates must have the ability to pay attention to details as needed to complete measurements, enter data and to meet quality control requirements.

• Candidates must have the ability to follow standard operating procedures, adapt to changes and become incorporated into established daily routines.

• Candidates must be cannabis friendly and passion about cannabis medicine.
Principals

- Can verify the candidate is current in all tax obligations due and owed, and have no outstanding tax obligations, to the Commonwealth. § 1141.27 (c)(2).
- Can provide evidence, in the form of tax clearance certificates issued by the Department of Revenue and the Department of Labor and Industry under § 1141.27, that the candidate is in compliance with all the laws of the Commonwealth regarding the payment of Commonwealth taxes. § 1141.29 (b)(9)(iv).

Operators

Chief Executive Officer

- Preferred Bachelor’s degree with a minimum of 3 years’ experience in a senior management position
- Previous experience in a management role
- A self-starter and team player
- Extensive experience in the cannabis industry
- Demonstrate strong knowledge of the business
- Ability to work well with people to resolve or prevent conflicts
- Highly refined interpersonal skills and ability to communicate publicly
- Ability to take in a large amount of information and develop a big-picture perspective in order to make precise and strategic decisions regarding the direction of the company
- Ability to handle detailed and complex problems
- Ability to balance multiple tasks simultaneously
- Ability to make rapid decisions regarding administrative issues
- Ability to plan and meet deadlines
- Ability to maintain a flexible work schedule to meet the demands of executive management

Chief Financial Officer

- 5 years experience in Accounting, Finance, Business Administration or related field
- Preferred Bachelor's or Masters degree in Accounting, Finance, Business Administration or related field, CPA
- Has at least three to five years of experience in health care financial management preferably in private duty operations. Information systems knowledge required.
- Demonstrates an ability to supervise and direct professional and administrative personnel.
- Has knowledge of corporate business management, governmental regulations and DEPARTMENT OF HEALTH (DOH) standards.
• Demonstrates good communications and public relations skills.

**Chief Marking Officer/Chief Strategy Officer**

• Bachelor’s degree in Science related field
• A minimum of 10 years’ experience in strategic planning.
• Seasoned professional, with a strong strategy orientation, who has previously held several business and operational roles in fast paced and complex environments. Work experience should include success in a period of growth and/or transition.
• Ability to apply a variety of strategic frameworks to analyze problems and to guide and develop solutions.
• Ability to translate and communicate complex topics in a variety of forums, tailoring communications to effectively fit and influence the targeted audience; strong executive presence, presentation and communication skills.
• Ability to leading the entire range of problem solving work from problem definition to analysis, recommendation and the development of implementation plans.
• Ability to influence on a global and virtual stage, demonstrating courage, an approachable style and inspiring confidence
• Ability to bridge cultural boundaries and norms to overcome barriers and improve outcomes.
• Ability to work collaboratively with key internal and external leaders, partners, suppliers and customers
• Master’s Degree or an equivalent combination of a Bachelor’s degree and experience.
• Proven track record with strategy planning, development, and execution

**Chief Operating Officer**

• Preferred Bachelor’s degree in business management or related business field, with a Master’s degree being preferred.
• Candidate must have minimum of 8 years of experience in a position with executive management experience and responsibilities.
• Candidate must be flexible and able to multitask; can work within an ambiguous, fast-moving environment, while also driving toward clarity and solutions; demonstrated resourcefulness in setting priorities and guiding investment in people and systems. At least five years in a senior management role.
• Demonstrated experience in financial planning and analysis with previous experience overseeing human resources, information technology, and legal.
• Skilled in organizational development, personnel management, budget and resource development, and strategic planning.
• Excellent people skills, with an ability to partner with a dynamic leadership team.
• Possess personal qualities of integrity, credibility, and commitment to corporate mission.
- Flexible and able to multitask; can work within an ambiguous, fast-moving environment, while also driving toward clarity and solutions; demonstrated resourcefulness in setting priorities and guiding investment in people and systems.
- Business Acumen.
- Decision Making.
- Financial Management.

Chief Technology Officer

- BS in related field with at least 5 year’s management and strategic experience in the IT arena
- Demonstrates the ability to supervise and direct professional and administrative personnel
- Has knowledge of corporate business management
- Demonstrates good communications and public relations skills

Co-Security Advisor

- Maintaining Client Relationships
- Intruder Detection,
- Knowledge of Information Security Policies
- Excellent Verbal Communication Skills
- Attention to Detail
- Reporting Skills
- Law enforcement background or
- Security clearance management experience (e.g. Facility Security Officer)

Medical Director

- Must hold a Doctorate in Medicine including but not limited to
  - Family Medical Care
  - Occupational Health
  - Emergency Care
  - Neurological Studies
- At minimum 5 years of experience in the medical field
- Analytically and communicatively intelligent
• Ability to identify training and informational deficiencies and respond by implementing specific measures to counter these inadequacies.
• Thorough understanding of state and local medical marijuana laws and how they apply to Keystone Center of Integrative Wellness, LLC
• Market and political knowledge.
• Excellent communication skills and attention to detail
• Effective time management and ability to multitask
• Proficiency in Windows based software and point of sale applications
• Ability to work in a fast-paced, changing and challenging environment
• Extensive knowledge about different cannabis strains, concentrates and edibles
• Ability to focus simultaneously on short and long term goals and ability to identify problems quickly.
• Experienced in a leadership role with training and community outreach responsibilities.

Chief Nursing Officer

• Practitioner Licensure and Registration by the Commonwealth of Pennsylvania
• National Certification accredited CRNP Program
• Prefer minimum 2 years CRNP experience preferred
• Valid/Current ACLS Certification
• Has three years of management experience
• Complies with accepted professional standards and practice
• Must be a licensed driver with an automobile that is insured in accordance with state and dispensary requirements and is in good working order.
• Has satisfactory references from current employers and professional peers
• Has excellent observation and communication skills
• Is self-directed with the ability to work with little supervision
• Is flexible and cooperative in fulfilling obligations
• Has satisfactory references from current employers and professional peers
• Has excellent observation and communication skills
• Is self-directed with the ability to work with little supervision
• Is flexible and cooperative in fulfilling obligations

Chief Security Officer

• An advanced degree in business or come into the position with significant security experience
• Background in Law Enforcement
• Computer training (if CSO is responsible for IT security in their organizations)
• 5 years of leadership experience is required.
• Certifications in IT security
Management experience with multiple large teams
Excellent communication, persuasion, and public-speaking skills
Must have strong working knowledge of pertinent law and the law enforcement community

Chief Compliance Officer

- Bachelor’s degree in related field preferred; or 7 years of experience relating quality compliance
- Previous experience in healthcare to include demonstrated leadership
- Familiarity with operations, financial, quality assurance and human resource procedures and regulations preferred
- Excellent analytical skills
- Understanding of PA state medical marijuana laws
- Ability to comprehend complex legislature and apply implications on the operations of Keystone Center of Integrative Wellness, LLC
- Strong communication skills are required, as the Compliance Officer will be responsible for maintaining dialogue and relationships with the state department officials, law enforcement, landlords and city personnel as well as the directors, management and employees of Keystone Center of Integrative Wellness, LLC
- Ability to follow established policies and procedures and contribute to the development of new concepts, policies and procedures as necessary

Quality Assurance/Quality Control Manager

- Bachelor's degree in Microbiology or similar field; Master's degree preferred
- Strong communication and leadership qualities. Exhibits a sense of urgency when necessary.
- Ability to direct, coach, support and delegate tasks to Keystone Center of Integrative Wellness, LLC management, administration and agent teams
- Ability to issue and explain instructions effectively
- Demonstrated experience in a position requiring critical-thinking, problem solving, planning and assessment
- Computer literacy in word processing, point-of-sale systems and database management
- Commitment to working with shared leadership in cross-functional teams
- Strong oral and written communication skills
- Ability to manage multiple people at a time

Chief of Pharmacy Science
Pharmacist

- Licensure and registration by the Board of the Commonwealth of Pennsylvania
- B.S. in Pharmacy
- Exceptional people skills
- Excellent organizational skills
- Extensive knowledge of different cannabis strains, concentrates and edibles and the ability and willingness to become an expert in medical marijuana
- Ability to compound a variety of drugs and medicines with accuracy
- Ability to maintain safe dispensary practices and procedures

Pharmacist

Michael Dymek

Reports to: Chief of Pharmacy Science

Job Description: The pharmacist is responsible for management and supervision of the medical marijuana dispensary. Maintains compliance with all Pennsylvania regulations, inventory management, security and record keeping procedures. Processes provider recommendations for medical marijuana in an accurate and timely manner. Counsels, answers patient inquiries and educates patients on medical marijuana. The role is responsible for safe and efficient methods for coordination of established pharmacy policy concerning drug patient care and provides clinical drug information to meet the needs of the patient.

Duties and Responsibilities:

- Prepares medications by reviewing and interpreting physician orders; detecting therapeutic incompatibilities.
Dispenses medications by compounding, packaging and labeling pharmaceuticals.
Controls medications by monitoring drug therapies and advising interventions.
Completes pharmacy operational requirements by organizing and directing technicians’ work flow; verifying their preparation and labeling of pharmaceuticals; verifying order entries, charges and inspections.
Provides pharmacological information by answering questions and requests of healthcare professionals; counseling patients and caregivers on drug therapies.
Complies with all state and federal drug laws a regulated by the board of pharmacy. The DEA and the FDA.
Protects patients and technicians by adhering to infection-control procedures.
Recommend appropriate cannabis products, medication procedures and proper dosing in accordance with established guidelines to ensure a positive patient experience.
Maintains safe and clean working environment by complying with procedures, rules and regulations.
Maintains pharmacological knowledge by attending educational workshops; reviewing professional publications; establishing personal networks and participating in professional societies.
Provides outstanding patient care.
Manage patient flow and activity on the premises.
Understands and follows all Pennsylvania regulations in regards to medical marijuana.
Supervises prepacking of drugs and control procedures.
Maintains a positive and instructional interaction with internal and external customers and employees.

Inventory Control Manager

Previous experience in a compliance role with managerial responsibilities
Fierce attention to detail
Excellent communication skills and attention to detail
Working knowledge of the cannabis industry
Effective time management and the ability to multitask
Must maintain a professional appearance, organized work environment and facility appearance
Demonstrate strong product knowledge
Intermediate level computer skills with good with MS Office Suite (Outlook, Word and Excel)
Ability to work in a fast-paced, changing and challenging environment
Proficiency in Windows based software and point of sales applications
Excellent analytical skills and thorough understanding of state and local medical marijuana laws and how they apply to Keystone Center of Integrative Wellness, LLC
Chief of Maintenance/Project Manager

- 5 years of leadership experience is required.
- Management experience with multiple large teams
- Excellent communication, persuasion, and public-speaking skills
- Associates degree or equivalent from a two-year college or technical school; or six months to one year related experience and/or training; or equivalent combination of education and experience.
- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures or governmental regulations.
- Ability to write reports, business correspondence and procedure manuals.
- Ability effectively present information and respond to questions from groups of managers, clients, customers and the general public.
- Excellent people skills with an ability to partner with a dynamic leadership team
- Possess personal qualities of integrity, credibility and commitment to corporate mission
- Ability to work mathematical concepts such as probability and statistical inference and fundamentals of plane and solid geometry and trigonometry.
- Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions in written, oral diagram or schedule form.

Project Manager

- Associates degree or equivalent from a two-year college or technical school; or six months to one year related experience and/or training; or equivalent combination of education and experience.
- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures or governmental regulations.
- Ability to write reports, business correspondence and procedure manuals
- Ability effectively present information and respond to questions from groups of managers, clients, customers and the general public.
- Excellent people skills with an ability to partner with a dynamic leadership team
- Possess personal qualities of integrity, credibility and commitment to corporate mission
- Ability to work mathematical concepts such as probability and statistical inference and fundamentals of plane and solid geometry and trigonometry
- Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations
• Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
• Ability to interpret a variety of instructions in written, oral diagram or schedule form.

**Human Resource Director**

• Bachelor’s degree in human service field preferred; or equivalent experience
• Previous experience in a position with managerial and human resource responsibilities
• Previous leadership responsibilities
• Superior skills in conflict management and problem solving
• Ability to be discrete and ethical
• Organized files, strong time management skills and personal efficiency
• Thorough understanding of national, state and local medical marijuana laws and how they apply to the operations of Keystone Center of Integrative Wellness, LLC
• Excellent communication skills and attention to detail
• The ability to multi-task
• Ability to work in a fast-paced, changing and challenging environment
• Proficiency in Microsoft-based software

**Human Resource Manager**

• Superior skills in conflict management and problem solving
• Ability to be discrete and ethical
• Organized files, strong time management skills and personal efficiency
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• Excellent communication skills and attention to detail
• The ability to multi-task
• Ability to work in a fast-paced, changing and challenging environment
• Proficiency in Microsoft-based software

**Chief Diversity Officer**

• *Required* - Bachelor’s degree in business or related field or at least five of experience
• *Preferred* – Master’s degree and at least five years in a senior management role
• A record of leading and/or facilitating the completion of diversity and inclusion initiatives
• Experience in leading efforts in the areas of diversity/inclusion/intersectionality with evidence of increasing responsibility
• Excellent people skills with an ability to partner with a dynamic leadership team
• Possess personal qualities of integrity, credibility and commitment to corporate mission
• Ability to be flexible and able to multi-task; can work within an ambiguous and fast-moving environment while also driving toward clarity and solutions; demonstrates resourcefulness in setting priorities and guiding investment in people and systems
• Ability to work Monday through Friday 8:00am to 4:30pm (flexibility in hours is allowed). This position might require longer hours and frequent weekend work if/as needed
• Some out of town and overnight travel may be expected

Community Outreach Manager

• Bachelor's degree in Social Service or related field preferred
• Demonstrate skills, knowledge and experience in the design and execution of marketing, communications and public relations activities
• Strong creative, strategic, analytical, organizational and personal sales skills
• A self-starter and team player
• Experience developing and managing budgets, hiring, training, developing, supervising, appraising personnel
• Demonstrates successful experience writing press releases, making presentations and negotiating with the media
• Experience overseeing the design and production of print materials and publications
• Computer literacy in word processing, data base management and page layout
• Commitment to working with shared leadership and in cross-functional teams
• Strong oral and written communication skills
• Ability to manage multiple projects at a time

Chief of Human Service Programs

• Bachelor's degree or equivalent experience in social services or human services in related field
• Experience and demonstrated success in a leadership or management position with an agency that provides culturally responsive human services.
• Ability to successfully develop and manage a wide variety of effective programs and resources.
• Ability to effectively supervise staff.
• Ability to work successfully within KCIW and with partner agencies to develop services and programs to meet the needs of the people.
• Ability to manage complex program budgets.
• Ability to ensure that programmatic and fiscal contract and grant requirements are met
• Ability to seek out resources and to collaborate on funding proposals.
• Ability to foster team work, inspiration and innovation.
- General work processing, spreadsheet and graphics computer skills.
- Ability to define problems, collect data, establish facts and draw valid conclusions.

Patient Care Coordinator

- Previous experience in a high-end sales environment preferred
- Strong attention to detail, organizational skills and time record keeping abilities
- Superior customer service skills
- Previous experience with an inventory and patient management system
- Proficiency in windows-based software, Point of Sale software and internet navigation
- Knowledge of customer marijuana policy and law
- Ability to work in a fast paced, changing and challenging environment
Description of the steps the applicant will take to assure that each principal, financial backer, operator and employee will meet the two-hour training requirement and any medical professional will meet the four hour training under the Act and Regulations

- As a matter of policy, the company will require all principals, financial backers, operators and employees to successfully complete a free, 2-hour, training course developed and offered by the Department covering: the provisions of the act and §1141.48 relevant to the responsibilities of dispensary personnel, proper handling of medical marijuana, proper recordkeeping, how to prevent and detect the diversion of medical marijuana, best practice security procedures, and best practice safety procedures including responding to a medical emergency, fire, chemical spill and a threatening event such as an armed robbery, burglary or criminal incident.

- The company will require each principal, financial backer and operator listed in the initial permit application to complete the training course prior to starting initial operation, and will require any additional principal, financial backer or operator to complete the training course prior to starting work.

- The company will also require each employee who has direct contact with patients or caregivers, or who physically handles medical marijuana, listed in the initial permit application to complete the training course within 90 days after starting work at the facility, and will also require all new employees to complete the training course prior to starting work.

- The company will require each physician, pharmacist, physician assistant or certified registered nurse practitioner, prior to assuming any duties at any of its dispensary locations, to successfully complete a 4-hour training course developed and offered by the Department providing instruction in the latest scientific research on medical marijuana, including the risks and benefits of medical marijuana, and other information deemed necessary by the Department. §1161.25(c).

- The company will retain the attendance records to the training course of all personnel and will make them available for inspection by the Department and its authorized agents upon request.

The company will recertify all principals, financial backers, operators and employees on Department mandated training courses as required.
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<td><strong>Middle Name:</strong> Vincent</td>
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<td><strong>Occupation:</strong> Service Coordinator</td>
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<table>
<thead>
<tr>
<th>Name and Residential Address</th>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
<th>Occupation</th>
<th>Title in the applicant’s business</th>
<th>Also known as</th>
<th>Date of birth</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rachael Tackett</td>
<td>Rachael</td>
<td>Dawn</td>
<td>Tackett</td>
<td></td>
<td>Assistant Administrator</td>
<td>Chief of Diversity</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Umamaheshwar Siripurapu</td>
<td>Umamaheswar</td>
<td></td>
<td>Siripurapu</td>
<td></td>
<td>Pharmacy owner / Manager / Pharmacist in Charge</td>
<td>Chief of Pharmacy</td>
<td></td>
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<td></td>
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<tr>
<td>Michael Dymek</td>
<td>Michael</td>
<td>F.</td>
<td>Dymek</td>
<td></td>
<td>Pharmacist</td>
<td>Pharmacist</td>
<td></td>
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<tr>
<td>Debra Van Meter-Altland</td>
<td>Debra</td>
<td>A.</td>
<td>Van Meter-Altland</td>
<td></td>
<td>Chief Operations Officer</td>
<td>Chief Compliance Officer</td>
<td></td>
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<tr>
<td>MariaElaina Sumas</td>
<td>MariaElaina</td>
<td></td>
<td>Sumas</td>
<td></td>
<td></td>
<td>Medical Director</td>
<td></td>
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</tr>
</tbody>
</table>