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

Updated February 1, 2017 – See Guidance
Medical Marijuana Dispensary Permit Application

Part A - Applicant Identification and Dispensary Information
(Scoring Method: Pass/Fail)

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

Section 1 – Applicant Name, Address and Contact Information

Business or Individual Name and Principal Address

| Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents: | VHEMS, LLC. |
| Other trade names and DBA (doing business as) names: Cultivated Care |
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Business Address: 457 Craig Road
City: Dalton  State: PA  Zip Code: 18414

☐ Primary Contact, or ☐ Registered Agent for this Application

Name: Jesse Vipond
Address: [redacted]
City: [redacted]  State: Pa  Zip Code: [redacted]
Phone: [redacted]  Fax: [redacted]  Email: [redacted]

Section 2 – Dispensary Information

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

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

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

Facility Name: Cultivated Care
Address: 1139 Moosic Street Scranton Pa 18505
City: Scranton  State: PA  Zip Code: 18505
County: Lackawanna  Municipality: Scranton

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

1. Overview
Cultivated Care’s dispensary is located at 1139 Moosic Street in Scranton. The dispensary is located at the intersection of Scranton Expressway and I-81, making it an easy ten-minute drive for those residing in the communities of Throop, Moosic, Old Forge, Taylor, and most of Scranton. The dispensary has ample parking, including ADA compliant, handicapped parking spaces. However, numerous public transportation options exist for those who cannot, or prefer not to drive.

A. Bus
The dispensary is situated just 0.3 miles from the Moosic St & Crown Ave Bus Stop, serviced by the number 21 bus. County of Lackawanna Transit System (COLTS) allows senior citizens free fares and
provides discounted fares to riders with disabilities.

Figure 1 - Bus 21 Route (dispensary indicated by red star)

Other Transportation Options

**COLTS SEATS and PwD Programs**

COLTS offers two programs to assist the disabled with transportation needs. The Special Efforts Accessibility Transportation System (SEATS) is an ADA compliant program to assist those with disabilities whose origin and destination are within \( \frac{3}{4} \) mile of an established bus route. The Persons with Disabilities (PwD) program is the rural version, for those with disabilities whose origin or destination is more than \( \frac{3}{4} \) mile from an established bus route.

Cultivated Care is working with COLTS to establish a sponsorship program. The program will establish monthly or bi-weekly regularly scheduled trips from the four major senior centers to the dispensary and back. This will allow local seniors to obtain medical marijuana products with ease.

**Access for Emergency Services**

Due to the medical nature of the products provided by Cultivated Care, it is important to consider access to emergency service providers. The dispensary location has convenient and quick access to a hospital, police department, and fire station. The nearest locations for emergency services are:

- Geisinger Community Medical Center, 1800 Mulberry St, Scranton, PA – 0.8 miles from dispensary
- Moosic Borough Police Department, 606 River St, Scranton PA – 0.9 miles from dispensary
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- Mayfield Fire Department, Scranton PA – 1.6 miles from dispensary

Second Dispensary Location

Facility Name: 
Address: 
City: _______ State: PA Zip Code: _______
County: _______ Municipality: _______

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

II. N/A

Third Dispensary Location

Facility Name: 
Address: 
City: _______ State: PA Zip Code: _______
County: _______ Municipality: _______

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

N/A

Part B – Diversity Plan
(Scoring Method: 100 Points)

IN ACCORDANCE WITH SECTION 615 OF THE ACT (35 P.S. § 10231.615), AN APPLICANT SHALL INCLUDE WITH ITS APPLICATION A DIVERSITY PLAN THAT PROMOTES AND ENSURES THE INVOLVEMENT OF DIVERSE PARTICIPANTS AND DIVERSE GROUPS IN OWNERSHIP, MANAGEMENT, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES. DIVERSE PARTICIPANTS INCLUDE A PERSON, INCLUDING A NATURAL PERSON; INDIVIDUALS FROM DIVERSE RACIAL, ETHNIC AND CULTURALbackgrounds 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.

☒ Yes ☐ No

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.

Overview

Cultivated Care is a medical marijuana company with a foundation based in educational and scientific research and has a well-defined goal of diversity in ownership, management, employment and contracting to ensure that diverse participants and groups are accorded equality of opportunity. Cultivated Care is an equal opportunity employer and an inclusive company comprised of talented and diverse individuals from many ethnicities and cultures. Cultivated Care has an authentic desire to serve and learn from every sector of society and will work to incorporate as many life experiences into dispensing procedures as possible. The diverse makeup of Cultivated Care’s team demonstrates the commitment Cultivated Care embraces towards building a company with fair treatment, access, opportunity and advancement for people of all demographic backgrounds. Cultivated Care will continue to seek a diverse work environment and will employ workers of all races, genders, sexual preferences, disabilities, and age groups. Additional, Cultivated Care is committed to buildout work stations that will fully accommodate employees and guests with disabilities.

Cultivated Care will promote the participation of diverse individuals and diverse groups in daily operations by affording equal access to employment opportunities. Cultivated Care will conduct necessary and appropriate outreach, including, if necessary, consulting with other Commonwealth agencies to identify diverse groups who may qualify for participation in company operations. Cultivated Care may consult with the Department of General Services, and the Bureau of Diversity, Inclusion and Small Business Opportunities in the review of diversity plans. Cultivated Care will demonstrate achievement of its diversity goals by employing diverse participants or transacting business with diverse groups.

Cultivated Care will manage a diverse workforce. A diverse workforce will help Cultivated Care attract a wider range of qualified employees and foster an environment where diverse participants can fit in and feel comfortable being themselves. Cultivated Care management will exhibit a heightened sense of awareness and sensitivity to ensure employees work well together. Cultivated Care will create a workplace that encourages the inclusion of talent from many different backgrounds that can flourish and grow. Diverse participants will display varying viewpoints relating to gender, age, race, nationality, sexual orientation, and other identifying characteristics, and comprehension and management of these viewpoints will be maintained by employee supervisors, division directors and Cultivated Care ownership. Cultivated Care will adapt to the needs of each individual employee, partner, or any other group or individual that may conduct business with or within Cultivated Care operations.
Diversity Status of Company
Cultivated Care will source, hire, and train local individuals without regard for their gender, sexual orientation, ethnicity, age, religion or social status. The company was founded with an environment of empowered diversity, as evidenced by its goals of a diverse employee, advisory, executive, and ownership structure.

The company has also entered into several pre-license contracts with diverse companies. These companies will assist with integral business operations once Cultivated Care is awarded a license. Diverse groups own several vendor companies that Cultivated Care has earmarked for operations.

Affirmative Action Plan
The team at Cultivated Care is committed to becoming a proactive leader in not only the medical marijuana space, but in the overall community as an Equal Opportunity Employer. The executive team at Cultivated Care believes that the assembly of a diverse team of people and businesses opens limitless opportunities to share experience, knowledge, and expertise to help each other grow and succeed. Cultivated Care not only believes this diversity mission statement, but lives it daily through a diverse management team.

The hiring process at Cultivated Care will be designed to mitigate bias. By removing names, addresses and potentially identifying information from all resumes prior to review by the manager in charge of hiring, any potential bias will also be removed. Candidates will be judged solely on merit and potential, with no possibility for gender, ethnicity, sexual orientation, or disability bias in the selection process. Executive and management hiring plans will include specific diversity principles for sourcing, hiring, and training diverse individuals.

Internal Diversity Goals
Cultivated Care has adopted the following diversity goals, and will prioritize them in its hiring practices, vendor selection and community inclusion:

- Recruiting, employing, training, and advancing talented people of any race, national origin, ancestry, sex, sexual orientation, sexual identity and expression, marital status, family status, lifestyle, age, culture, religion, military and veteran status, citizenship, or disability
- Actively seeking a diverse pool of candidates to provide a broad and inclusive depth of experience that will enrich the Cultivated Care corporate culture and improve the quality of both the workforce and work product
- Seeking out a diverse pool of candidates for employment to provide Cultivated Care with a range of talent, experience, and life skills to meet operational goals
- Offering operational and service opportunities to a diverse group of vendors, suppliers, contractors, and other service providers whenever possible
- Actively seeking to match or exceed the diversity of the communities where Cultivated Care has business operations
- Requiring that contractors and vendors have and practice equal opportunity policies
Cultivated Care will make a good faith effort to not only be inclusive of people from all ethnicities in its business practices, but to prioritize the hiring, training and upward mobility of people from diverse backgrounds.

**Partnerships and Contracts with Diverse Groups**

To further bolster Cultivated Care’s commitment to diversity, the company has already established longstanding relationships with a number of local, diverse groups. These establishments will assist with integral business operations once Cultivated Care is awarded a license. Cultivated Care will support local, diverse organizations through an integrated philanthropic approach. Diverse groups own some of the vendors that Cultivated Care has earmarked for operations. The Commonwealth has established The Department of General Services’ Bureau of Diversity, Inclusion & Small Business Opportunities (BDISBO) to ensure Minority Business Enterprises, Women Business Enterprises, Veteran Business Enterprises, Service-Disabled Veteran Business Enterprises, Disability-Owned Business Enterprises, and LGBT Business Enterprises are accessible to businesses in the Commonwealth for contracting opportunities. As a practice, when qualified contractors and vendors are needed to assist the business, Cultivated Care will utilize this tool to identify them for goods and services. Cultivated Care will also solicit advice and guidance from individuals at the BDISO, to ensure their business practices meet the standards established by the BDISO, and if possible, to become certified as a Small Diverse Business in Pennsylvania.

Cultivated Care will promote a culture of inclusion and diversity, giving employees an opportunity to improve the communities where they live and work, and will provide grants and scholarships to children of veterans, inspired by internal employees and the communities where company primaries reside. Cultivated Care will also provide technical expertise to local communities, schools, and businesses. Cultivated Care encourages a sustainable and growing foundation of local, diverse employees through targeted support of vocational schools, high schools, community colleges, and state schools. The company will leverage its corporate knowledge to engage and empower the next generation of diverse groups to live, grow, and work in the communities where they grew up. The company will utilize the Commonwealth’s searchable online database for Pennsylvania Small & Diverse Businesses when seeking out suitable businesses to contract with for any contracts or products. The company will utilize the website to identify diverse, locally owned businesses, and engage them for internal contracts and, when possible, refer employees, patients, visitors and contractors to those businesses. These practices ensure that diverse businesses benefit from the presence of Cultivated Care in their community. Cultivated Care’s participation in local Chambers of Commerce will ensure that those connections are made and that the company is always being a mindful and inclusive neighbor.

Cultivated Care will commit to a goal of hiring a spectrum of employees of all genders, ethnicities and socioeconomic backgrounds for all levels of employment, with unbiased consideration given to only their required skills and experience. When hiring or sourcing vendors, diversity policy will mandate that postings and outreach will be inclusive of all of these groups. For instance, marketing and advertising materials that are created will always represent a diverse group of individuals when faces are included in the campaign. Hiring practices will also be inclusive of some of the community groups Cultivated Care will be working with on a regular basis. For instance, the Community Outreach
Coordinator Michael Sparacino, will source potential employees and contractors from organizations that empower racial minorities, women, disabled individuals, service disabled veterans, and members of the LGBTQ(QIAP) community.

**St Joseph’s Center**
Cultivated Care will establish a working relationship with St. Joseph’s Center, based in Scranton, Pennsylvania, to greater facilitate the opportunity for individuals with developmental disabilities to apply for Cultivated Care employment opportunities. Cultivated Care will provide funding and other resources for the operation of St. Joseph’s Center and will engage with the organization for employment resources. St. Joseph’s Center is an independent Catholic agency sponsored by the Congregation of the Sisters, Servants of the Immaculate Heart of Mary, rooted in the values of care, concern, compassion, and commitment. The Center strives to provide individuals and families who have special need the opportunity to develop their abilities and potential to the fullest extent possible through residential, community, and home-based services, outpatient therapy, maternity, family, and adoption services. Thus, St. Joseph’s Center may provide information to those applicable in occupational therapy programs initiated by the Center, and Cultivated Care is enthusiastic to develop programs that may help employ those with developmental, mental, and physical disabilities. Cultivated Care’s entire team believes that disability does not mean workforce inability and the company will facilitate the hiring of diverse people with a vast spectrum of skills and abilities.

**Keystone Warriors**
Cultivated Care has developed a partnership with Keystone Warriors to greater facilitate the employment of service disabled veterans and veterans of wars at Cultivated Care. Keystone Warriors is a nonprofit corporation that aids Wounded Warriors by raising public awareness and seeking public support for programs and services to assist Wounded Warriors. The organization provides financial, mental, and physical support, with funds donated to Keystone Warriors going to support post-9/11 veterans and their families within Pennsylvania. Support takes the form of counseling, mentorship, physical training, financial counseling, and providing direct resources such as groceries and toiletries. Paul Spurgin, the President of Keystone Warriors is committed to working with Cultivated Care to establish an ongoing employment program for local veterans. This will provide Cultivated Care with a diverse pool of eligible applicants, and allow Keystone Warriors to provide local veterans with secure employment. Additionally, Cultivated Care will aid in fundraising and local events hosted by Keystone Warriors, and will provide educational opportunities to veterans relating to the use of medical marijuana for veteran specific ailments, such as PTSD and chronic pain.

Cultivated Care is proud to be a trusted local employer that will supply the community with numerous career opportunities for service-disabled veterans. Keystone Warriors will support Cultivated Care by helping the company connect with qualified candidates, while Cultivated Care will provide information and education about combat-related injuries such as post-traumatic stress disorder and traumatic brain injury, and make reasonable accommodations for the employment of service disabled veterans. Keystone Warriors will assist Cultivated Care to facilitate a productive onboarding process and develop a long-lasting relationship throughout the life cycle of employment. Cultivated Care will develop a universal understanding of flexibility and accommodations in respect for the special needs of all employees, including service-disabled veterans.
**NEPA Rainbow Alliance**
The Northeastern Pennsylvania Rainbow Alliance is the foremost LGBTQ(QIAP) organization in the region that provides education, support, and advocacy for LGTBQ(QIAP) individuals and families while working to advance fairness and equality. Cultivated Care shares a common commitment with NEPA Rainbow Alliance, in that the company believes that all people in Northeastern Pennsylvania should live openly and free from fear, where individuals, organizations, and businesses work collaboratively to provide an equal, inclusive employee community, and where all the community can celebrate and nurture diversity. Because NEPA Rainbow Alliance is peer-driven, with sustainable programming overseen by volunteer leadership, Cultivated Care is excited to join the community of supporters. In exchange for funding and volunteer services provided by Cultivated Care, NEPA Rainbow Alliance will help facilitate notices for employment opportunities at Cultivated Care for LGBTQ(QIAP) individuals. Cultivated Care will become a trusted network partner with NEPA Rainbow Alliance and will contribute resources to maintain the image and philosophy of equal employment opportunity.

**NE Diversified Services**
Northeast Diversified Services (NDS) is a full service security, investigative and consulting company, and is veteran owned, by Cultivated Care Security Director Tom Tolan. NDS has been tasked with supervising the implementation, integration and operation of security matters for Cultivated Care. NDS is licensed as a security, investigative and consulting company in the Commonwealth of Pennsylvania under the Private Detective Act of 1953. NDS is also fully insured and bonded to meet the stringent requirements of securing a medical marijuana dispensary. NDS employs trained, professional and dedicated individuals to service the industry, with a strong consideration of hiring geared towards veterans and diverse individuals. NDS has provided security services for Fortune 500 Company, Williams Pipeline, and other large regulated industrial corporations. Cultivated Care is enthusiastic to employ services by veteran owned NDS for all its security equipment installation and maintenance.

**Safe Zone Trainings**
To ensure inclusivity of the LGBTQ(QIAP) community, Cultivated Care will display Safe Zone stickers and posters in public access areas, such as the lobbies, windows, and entrances to the facility. Safe Zones are areas will be company-wide programs committed to making Cultivated Care a safer, more welcoming and inclusive environment for members of lesbian, gay, bisexual, transgender, queer, questioning, intersex, asexual, and pansexual communities. Not everybody fits a certain role in society, and Cultivated Care embraces gender and sexual identity as an expression of personal freedom. Safe Zones will be designated by a sticker, usually placed in an entrance window or on entryways to rooms. The stickers will detail that the Cultivated Care location has been designated as a safe place where people of all walks of life may feel welcome to speak openly about their gender and sexual identity. Cultivated Care will strive to never make any person feel unsafe, unwelcomed, or unwanted based on any identifying physical, mental, or sexual characteristic. Cultivated Care will maintain Safe Zones with the assistance of expert consultants that specialize in workplace sensitivity trainings. Safe Zone workshops are easily accessible in the area and Cultivated Care is enthusiastic to learn more about including more viewpoints in employing local community members. Cultivated Care
will respect all employees for freedom of personal viewpoints and opinions towards other groups of people, and the goal of Safe Zone workshops will be only to raise awareness and knowledge of gender/sexuality and is not necessarily intended to how to help and support those in the LGBTQ(QIAP) community.

**Discrimination Free Workplaces**
The Company is committed to providing a safe workplace for all individuals regardless of race, age, gender, gender identity, sexual orientation, or ability. The company will implement a zero-tolerance policy relating to discrimination and employees will be encouraged to report any and all occurrences of workplace discrimination. Discrimination in the workplace will be monitored and addressed immediately upon discovery of an incident. Employees will be trained to identify workplace discrimination in the context of 2 general categories; overt discrimination and covert discrimination. Employees will be trained to recognize overt discrimination such as verbal or written threats, intimidation, harassment, or assault. Employees will also be trained to recognize covert discrimination, or micro-aggressions, that put diverse individuals at a disadvantage in the workplace. Covert workplace discrimination may not be visibly aggressive or intentional but is insensitive to diverse participants’ or diverse group’s cultural experience or history. Cultivated Care employee manuals and workforce training seminars will emphasize that workplace discrimination can range from objectively offensive to seemingly invisible. Some examples of this form of covert discrimination include, for instance, holding a Mexican themed party of sombreros and fake mustaches, issuing uniforms that don’t fit heavyset employees comfortably, or placing commonly used items on high shelves out of the reach of shorter or handicapped employees. Employees will be encouraged to suggest changes in Cultivated Care standard operating procedures if they feel those company processes are even in the slightest discriminatory to themselves or any diverse participant employed by Cultivated Care.

Cultivated Care will implement policies that prevent the occurrence of discrimination to ensure a welcoming, inclusive workplace and to further promote the involvement of diverse participants and diverse groups in Cultivated Care operations. During the hiring process, identifying information such as names, ethnicities, genders, and ages will be hidden on resumes from hiring managers as to prevent intermittent biases. This management tactic has been demonstrated to improve rates of employment of diverse participants across all industries. The Company will also employ systems and processes designed to mitigate implicit bias. The Company will implement objective skills tests and structured interviews during hiring. These hiring procedures will demonstrate achievement of the Company’s diversity goals and produce reliable predictors of job performance. One example of actively mitigating intrinsic hiring bias is the selective data acquired from resumes, such as education. If a certain job does not require a specific education to successfully fulfil occupational duties, then it will be redacted from resumes, in an effort to judge the PhD candidate and the GED candidate equally among all applicants.

**Sensitivity Training**
Cultural diversity, or multiculturalism, is the inclusion of a group of diverse individuals from different cultures or societies. Factors of cultural diversity are language, religion, race, sexual orientation,
gender, age and ethnicity. The company will pursue procedures that highlight the importance of hiring diverse individuals and groups because hiring diverse individuals enhances the amount of skills, abilities, and experiences among the workforce. The Company will implement diversity training programs designed to instruct managers on proper workplace conduct around diverse individuals. Sensitivity training is also aimed at all employees and educates participants about cultural differences so that they can understand and appreciate each other. The purpose of sensitivity training is to teach employees how to properly act and communicate in a multi-employee environment with diverse personnel. Topics covered in sensitivity training sessions will include proper etiquette, appropriate terminology, improvement of communication skills, anti-bullying management and how to prevent, detect, and eliminate sexual harassment within the company.

Cultivated Care will, in its diversity plan, promote to become more diversity-affirming by requesting networks of diverse groups to lead and assist expert-developed workplace training programs that facilitate greater sensitivity and awareness of diverse participants. Cultivated Care will also facilitate original sensitivity and awareness trainings. Cultivated Care-crafted diversity programs will be implemented to allow greater amounts of employees to be trained, adapted regimens specific to the needs of Cultivated Care and will demonstrate an institutional commitment to inclusion and diverse company participation.

**American Disability Act Compliance**

Cultivated Care will strive to be completely American Disabilities Act (ADA) compliant and will adhere to the 2010 ADA Standards for Accessible Design. ADA compliance will enhance the accessibility of handicap individuals employed by Cultivated Care and will promote a welcoming environment for those with a wide range of disabilities. Everybody at Cultivated Care will benefit from ADA compliance, not just those with disabilities. For example, text with good color contrast will help people with and without visual impairments read content more clearly. Alternative text for images creates more keywords for search engines to index, which will drive more traffic to Cultivated Care’s website. Captions for video presentations developed by Cultivated Care employees will not only help persons who are deaf or have hearing impairments but also help persons that don’t speak English to learn the language. Cultivated Care will even install keyboard accessible controls on computer systems, which will help employees with dexterity impairments, but also provide quick hotkey alternatives for optimized computer user processing speed. ADA compliance will not serve to just accommodate disabled individuals and service disabled veterans, but will serve to make Cultivated Care a physically accommodating workplace environment for everybody involved in the company.

**Notices of Equal Opportunity Employment**

Cultivated Care will provide sufficient and continuous notice of employment opportunities in a manner that considers diverse individuals and promotes the participation of diverse groups in the operation of the dispensary facility. To facilitate access to employment opportunities for those not connected to the internet, employment opportunities will be published in print advertising in local newspapers and classifieds in addition to the Cultivated Care’s publicly accessible website. Notices of employment opportunities will be published in newspapers and magazines that target different
diverse groups with the intention of attracting applicants from a wide spectrum of life experiences, incomes, races, cultures, genders, ages, and sexual orientations.

**Workforce Utilization Reporting**

Cultivated Care will provide assistance to the Pennsylvania Department of Health (DOH) in the pursuit of the requirements listed in Section 615 of the Act (35 P.S. § 10231.615 Diversity Goals), relating to reports. Each year DOH will submit a report to the chairperson and minority chairperson of the Public Health and Welfare Committee of the Senate and the chairperson and minority chairperson of the Health Committee of the House of Representatives summarizing the participation and utilization of diverse groups in Cultivated Care’s activities authorized in the Medical Marijuana Act. To help facilitate DOH reporting to Congress, Cultivated Care will submit to DOH information that details the participation level, by percentage, of diverse individuals and groups within the Company, a summary of how diverse individuals and groups are utilized by the Company, including in the provision of goods or services, and any other information pertaining to the fulfillment of diversity goals set forth by the Medical Marijuana Act.

As part of each application to renew a permit submitted to DOH, Cultivated Care will include information of its efforts to meet the diversity goals of the Medical Marijuana Act and the effectiveness of Cultivated Care’s diversity plan. Company management will produce an annual report and submit to DOH data pertaining to the representation of diverse participants in Cultivated Care’s workforce, efforts conducted throughout the previous year to reach out to and recruit diverse participants for employment, including for executive and managerial positions within the previous year, diverse individual employee retention efforts, and a list of all contracts entered into or transactions conducted by the medical marijuana organization for goods or services with diverse groups. Reports will be treated as confidential information and Cultivated Care will clearly mark this information as confidential.

Cultivated Care executives will audit and aggregate employment data from Commonwealth agencies along with company demographic data to ensure they are prioritizing the hiring, training and advancement of people in the Commonwealth who are victims of these statistics. To ensure that there is robust representation of Minorities, Veterans and Disabled Veterans, Disabled people, Women, and LGBTQ(QIAP) community members, Cultivated Care executives will run quarterly reports and collect objective data to assess the diverse representation amongst employees and contractors. When deficiencies are identified, the company will immediately prioritize the sourcing and identification of diverse individuals for job and contractor openings.

Cultivated Care will also collect data about the equality of employment amongst its employees. Reports on salaries, mobility, and retention of all employees will be generated to affirm that diverse groups are being given the same opportunity, training and consideration as other types of employees. Should issues with equality be identified in these reports, Cultivated Care will take immediate corrective action to ensure total equality of opportunity for all employees, no matter their race or gender.
Diversity Status of Current Employees

Cultivated Care has established employment contracts with several individuals qualified as diverse individuals as set forth by the Medical Marijuana Act. Joseph Evans, Director of Transportation, is a service disabled Navy veteran. Jennifer Mancuso is a female Pharmacist. Tom Tolan, Cultivated Care’s Director of Security is a retired Pennsylvania State Police Officer and Navy veteran. Trisha Smith, who will provide massage therapy for Cultivated Care clients in a rented portion of the Cultivated Care primary dispensary facility, identifies as female and is gay. Overall, the Cultivated Care team of 9 currently contracted employees, advisory board members, and executives with Cultivated Care, is comprised of 4 qualify as diverse individuals (44%).

Conclusion

Cultivated Care is committed to upholding the spirit of the diversity requirement and ensuring its tenants are applied to the hiring, contracting and community outreach plans of the company. Maintaining a diverse workforce and appealing to a diverse market are two of the primary goals of Cultivated Care. The company is committed to ensuring that these goals are accomplished, and to set a standard for inclusive and diverse practices among both medical marijuana businesses and all other businesses in the Commonwealth.

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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<tr>
<th>Name and Residential Address</th>
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<tr>
<td>First Name: Michael</td>
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<td>Middle Name: Donald</td>
<td>Middle Name: Paul</td>
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<td>Last Name: Mancuso</td>
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<td>Title in the applicant’s business: President/CEO</td>
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<td><strong>Name and Residential Address</strong></td>
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<tr>
<td><strong>First Name:</strong></td>
<td>Eamon</td>
</tr>
<tr>
<td><strong>Middle Name:</strong></td>
<td>Joseph</td>
</tr>
<tr>
<td><strong>Last Name:</strong></td>
<td>Evans</td>
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<td><strong>SUFFIX:</strong></td>
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<tr>
<td><strong>Occupation:</strong></td>
<td>Account Manager</td>
</tr>
<tr>
<td><strong>Title in the applicant’s business:</strong></td>
<td>Director of Quality Control</td>
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<td><strong>Also known as:</strong></td>
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<tr>
<td><strong>First Name:</strong></td>
<td>Matthew</td>
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<tr>
<td><strong>Middle Name:</strong></td>
<td>Curtis</td>
</tr>
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<td><strong>Last Name:</strong></td>
<td>Haley</td>
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<td><strong>Suffix:</strong></td>
<td>D.O.</td>
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<tr>
<td><strong>Occupation:</strong></td>
<td>Physician/Board Certified Family Practitioner</td>
</tr>
<tr>
<td><strong>Title in the applicant’s business:</strong></td>
<td>Medical Director</td>
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<td><strong>First Name:</strong></td>
<td>Jesse</td>
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<tr>
<td><strong>Middle Name:</strong></td>
<td>James</td>
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<td><strong>Last Name:</strong></td>
<td>Vipond</td>
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<tr>
<td><strong>Occupation:</strong></td>
<td>Real Estate Investor</td>
</tr>
<tr>
<td><strong>Title in the applicant’s business:</strong></td>
<td>Director of Operations</td>
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# 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.

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<thead>
<tr>
<th>Name and Residential Address</th>
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<tbody>
<tr>
<td><strong>First Name:</strong> Joseph</td>
<td><strong>Middle Name:</strong> John</td>
</tr>
<tr>
<td><strong>Occupation:</strong> Hazmat Consultant</td>
<td><strong>Title in the applicant’s business:</strong> Director of Transportation</td>
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<tr>
<td><strong>First Name:</strong> Jennifer</td>
<td><strong>Middle Name:</strong> Lou</td>
</tr>
<tr>
<td><strong>Occupation:</strong> Pharmacist at Figliomeni Pharmacy</td>
<td><strong>Title in the applicant’s business:</strong> Chief Pharmacist</td>
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Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

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

Section 5 – Moral Affirmation

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

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

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<tr>
<th>Yes</th>
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Section 7 – Civil and Administrative Action

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

<table>
<thead>
<tr>
<th>Civil and Administrative Action</th>
<th>Yes</th>
<th>No</th>
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</table>

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.

<table>
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<tr>
<th>Yes</th>
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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.

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<tr>
<th>Yes</th>
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The applicant has never been accused of obtaining a registration, license, permit or other authorization to operate as a grower, processor or dispensary of medical marijuana in any state.

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Part D – Plan of Operation
(SCORING METHOD: 550 Points)
A PLAN OF OPERATION IS REQUIRED FOR ALL DISPENSARY PERMIT APPLICATIONS. THE PLAN OF OPERATION MUST INCLUDE A TIMELINE OUTLINING THE STEPS THE APPLICANT WILL TAKE TO BECOME OPERATIONAL WITHIN SIX MONTHS FROM THE DATE OF ISSUANCE OF A PERMIT. THE PLAN OF OPERATION MUST ALSO DESCRIBE HOW THE APPLICANT’S PROPOSED BUSINESS OPERATIONS WILL COMPLY WITH STATUTORY AND REGULATORY REQUIREMENTS NECESSARY FOR THE CONTINUED OPERATION OF THE FACILITY.

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

- Security and Surveillance
- Employee qualifications and training
- Transportation of medical marijuana and medical marijuana products
- Storage of medical marijuana products
- Inventory management
- Recordkeeping
- Prevention of unlawful diversion of medical marijuana and medical marijuana products
- A timetable outlining the steps required for the applicant to become operational within six
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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DOH Redacted
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. Title: President / Chief Executive Officer / Chief Financial Officer

Purpose and Scope: Provide leadership and coordination of company financial planning, debt financing, and budget management functions. Identifies and illustrates the strategy and direction for the organization. Exudes and embraces the organization's culture, values, and behavior.

Organizational Relationship: Leads the executive team consisting of the Chief Financial Officer, Chief Operations Officer, Chief Exclusions and Formulations, Marketing and Public Relations Officer, Community Outreach Coordinator. Provides support to Advisory Board.

Responsibilities: Identifies and illustrates the strategy and direction for the organization. Exudes and embraces the organization's culture, values, and behavior. Ensure company accounting procedures and reporting conform to generally accepted accounting principles. Draft, review, and analyze monthly,
quarterly, and annual financial statements. Providing strategic guidance around capital financing options to support company growth needs. Perform frequent auditing duties. Engineers an executive team of experts to develop and execute long term strategies and objectives. Oversees the development and validation of quality control systems and code of conduct. Encourages all employees to conduct their activities in accordance with all applicable laws, standard operating procedures and policies, and core values of the company. Oversees and participate in non-profit fundraising planning and implementation.

**Role Requirements:** Encourages participation in community outreach programs. Galvanize synergistic relationships with government agencies and industry experts. Specialize in innovation to approach and address complexities of financial structures, public communications, and competitive intelligence. Respect patients, employee, and colleagues with dignity and professionalism to promote a healthy work environment. Adhere strictly to organization code of conduct.

**Industry Prerequisite:** Degree in related field or life-experience leading executive team. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits. Act with the highest standards and integrity to provide care and service.

**Training Requirements:** Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

1. **Technology Requirements:** A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

**Chief Financial Officer**

**Purpose and Scope:** Instrumental in all financial functions to ensure financial security and sustainability.

**Organizational Relationship:** Reports to Chief Executive Officer

**Responsibilities:** Collaborates with the executive team on forecasting, cost-benefit analysis and obtaining funding for future initiatives. Presents accurate information on fiscal activities and adheres to strict accounting principles. Disciplined focus on compliance and quality controls to accurately record information critical to financial strategies, projections, and production. Monitor financial practices of accountants and managers. Develop and maintain banking relationship.
Role Requirements: Participates and embodies the core values of the organization. Support the business financial strategy to reach goals and objectives. Respects patients, employee, and colleagues with dignity and professionalism to promote a healthy work environment. Adheres strictly to organization code of conduct.

Industry Prerequisite: Degree in related field or life-experience leading financial/accounting team. Solid knowledge of accounting procedures as they relate to medical cannabis. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits. Act with the highest standards and integrity to provide care and service.

Training Requirements: Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

Technology Requirements: A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

2. Title: Medical Director

Purpose and Scope: Advises the company relative to delivery of superlative medical care and services to company patients.

Organizational Relationship: The Medical Director reports directly to the Executive Team.

Responsibilities: Advises the company relative to delivery of superlative medical care and services to company patients. Plans and develops internal and external educational classes including, but not limited to; scientific updates in the field of medical cannabis, benefits and side effects of medical cannabis products, consumption methods, etc. Assists executive team with the strategic development of the company.

Role Requirements: Collaborates with executive team to enhance staff training, provides input on standard operating procedures, and ensure compliance. Endorses and supports the medical cannabis community and the common goals and interest of the Applicant. Foster working relationships with staff, patients, and community. Must be present in dispensary facility during business hours.

Industry Prerequisite: Board certified experience and track record as clinical director or related...
experience. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits.

**Training Requirements:** Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. As a licensed practitioner, is also committed to attending the 4-hour training course developed by the Department. to provide 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 as described in Pennsylvania Rules and Regulations - §1161.25. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

**Technology Requirements:** A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.
3. **Title: Vice President of Operations**

**Purpose and Scope:** Oversee day-to-day operations to support the growth and add value to the company. Directs the daily operations and maintains control and sustainability of diverse operations.

**Organizational Relationship:** Reports to Chief Executive Officer

**Responsibilities:** Directs the daily operations and maintains control and sustainability of diverse operations. Manage inventory control system to enhance patient experience and ensure compliance with state regulations. Establish company-wide strategic plans and goals, and develop plans to meet those goals. Implement security and diversion prevention plan and direct security team in maintaining industry best practices in compliance with state regulations. Develop patient record keeping protocol and implement strategies to guarantee state compliance. Devises and audits operational polices, standard operating procedures, objectives, and initiatives to monitor performance and production. Develops and cascades the organization's mission statement to principals, managers, and employees. Implements appropriate recognition and coaching/corrective practices to align personnel with company goals.

**Role Requirements:** Provides and displays and exemplary work ethic to work toward sustainable growth. Participates and embodies the core values of the organization. Supports business strategy for generating customer/patient value and translates the operational metrics into measures for performance. Respect patients, employee, and colleagues with dignity and professionalism to promote a healthy work environment. Adhere strictly to organization code of conduct.

**Industry Prerequisite:** Degree in related field or life-experience leading daily operations of a clinic or retail team. Solid knowledge of operating procedures as they relate to medical cannabis. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits. Act with the highest standards and integrity to provide care and service.

**Training Requirements:** Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

**Technology Requirements:** A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.
4. **Title:** Director of Security  

**Purpose and Scope:** Consults and enforces security and risk minimization programs to ensure a physical security, security of assets, intellectual assets, and provides a safe environment for the employees and patients.

**Organizational Relationship:** Reports directly to Chief Executive Officer to assess, relate, and analysis security issues, concerns or incidents.

**Responsibilities:** Investigates current procedures, practices and precedents for accomplishing activities and functions relative to security and proposes training, advice, and solutions as a result. Designs and develops plans to enhance emergency management and contingency planning. Serves as Applicant’s liaison with public law enforcement, fire and other agencies as it relates to security and personnel.

**Role Requirements:** Demonstrates exemplary security measures to ensure facility, patient, and employee safety. Participates and embodies the core values of the organization. Aptitude and ability to monitor risk assessment and crisis management. Respect patients, employee, and colleagues with dignity and professionalism to promote a healthy work environment. Adheres strictly to organization code of conduct.

**Industry Prerequisite:** Earned degree in related field or life-experience leading security operations of a clinic or retail store. Solid knowledge of security operating procedures as they relate to medical cannabis. Ability to perform emergency techniques like CPR. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits. Act with the highest standards and integrity to provide care and service.

**Training Requirements:** Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

**Technology Requirements:** A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.
5. Title: Community Outreach Coordinator

*Purpose and Scope:* Represents and advocates medical marijuana awareness and education. Supports the community-at-large and promotes philanthropic actions to unify the region.

*Organizational Relationship:* Reports to Chief Executive Officer

*Responsibilities:* Pilots and facilitates seminar and educational workshops. Develops and maintains relationships with the community and collaborates synergistic ideas with principals, executive team, and employees. This includes fostering relationships with government agencies to implement quality, collaborative programming.

*Role Requirements:* Moderates and encourages volunteer efforts to unify organization employees with the community. Attends and participate in community outreach programs. Foster and assist associates and colleagues in the transition to the cultural and business norms of medical cannabis.

*Industry Prerequisite:* Demonstrates leadership and ability to network with members of the community, government agencies, and civic groups. Strong relationship and respected reputation with the community. Practical and demonstrated experience in the cannabis industry or advocacy group. Aptitude and ability to comply to all Pennsylvania medical cannabis industry compliance, laws, and regulations. Must have a clear understanding and abide by Pennsylvania’s advertising by a medical marijuana organization. §1141.50.

*Training Requirements:* Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

*Technology Requirements:* A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

6. Title: Director of Transportation Safety & Compliance

*Purpose and Scope:* Secures the safety of patients, products and employees in the dispensary.

*Organizational Relationship:* Reports to Store Manager

*Responsibilities:* Adheres to strict compliant standard operating procedures for the operation of the
retail store. Monitors the store premises and ensure the safety of patients, employees, and guests during business hours. Assists with the movement of cash. controls traffic, deters loitering or illegal behavior and resolves customer related conflicts. Assess and performs maintenance on security equipment as needed. Assists in preparation of emergency management and contingency planning. Serves as store liaison with public law enforcement, fire and other agencies as it relates to store security and personnel. Demonstrates ability to protect patients, store managers, and other sales support staff.

**Role Requirements:** Ability to provide security and resolve conflicts peacefully. Attend and participate in community outreach programs. Foster and assist associates and colleagues in the transition to the cultural and business norms of medical cannabis.

**Industry Prerequisite:** Shows applied knowledge in crisis management, risk analysis, or law enforcement. Possess the ability to perform CPR or other lifesaving techniques. Demonstrated experience in security systems and procedures. Practical and demonstrated experience in the cannabis industry or advocacy group. Aptitude and ability to comply to all Pennsylvania medical cannabis industry compliance, laws, and regulations.

**Training Requirements:** Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

**Technology Requirements:** Proven experience with Point of Sale (POS) systems. A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

### 7. Title: Chief Pharmacist

**Purpose and Scope:** Provides clinical counsel and medical direction in matters of the medical cannabis patient, product delivery, and efficacy to ensure medical services and operations are in compliance with Pennsylvania regulatory and licensing agencies.

**Organizational Relationship:** The Physical or Pharmacist on duty during business hours reports directly to the Chief Operating Officer.

**Responsibilities:** Represents and acts on behalf of executive leadership in addressing internal and external inquiries as it pertains to the medical cannabis strategic initiatives and patient concerns. Foster relationship with hospitals, health care providers, and advocacy groups. Collaborates with executive
team to enhance staff training, provides input on standard operating procedures, and ensure compliance.

**Role Requirements:** Collaborates with executive team to enhance staff training, provides input on standard operating procedures, and ensure compliance. Endorse and support the medical cannabis community and the common goals and interest of the Applicant. Foster working relationships with staff, patients, and community.

**Industry Prerequisite:** Board certified experience and licensed practitioner as a: physician, pharmacist, nurse practitioner or physician’s assistant. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits.

**Training Requirements:** Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

**Technology Requirements:** A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

B. **PLEASE DESCRIBE THE EMPLOYEE QUALIFICATIONS OF EACH PRINCIPAL AND EMPLOYEE.**
Title: President / CEO / CFO - Michael Mancuso

President / CEO Qualifications: In addition to his role as President, Michael Mancuso will also serve as Chief Financial Officer of Cultivated Care. The responsibilities of these major roles will be substantiated by Mancuso’s profound business history and his ability to manage the operation of a medical marijuana facility. He has been operating businesses since he graduated college and has been self-employed since 2005. For 10 years, he was the owner of Figliomeni Pharmacy Care, a successful multi-location long-term care pharmacy servicing approximately 700 beds in nursing homes around Lackawanna and Wayne Counties. By November, 2016, he had doubled the pharmacy’s revenue due to his innovative financial modeling in the wake of increasing drug costs. Mancuso sold the company to Rite Aid in 2016 and facilitated the purchase of a farm, where his wife Jennifer and he raise grass-fed Black Angus and Berkshire pigs. The business history the Mancuso’s experienced owning 2 retail pharmacies inspired the couple to raise hormone and antibiotic free, natural food to combat rising frequency of chronic health conditions among their neighbors in Northeast Pennsylvania. He currently serves on the Board of Trustees of the Carbondale YMCA and was a past board member of the Carbondale Chamber of Commerce, Newton Lake Association, and Pennsylvania Black Angus Association. Mancuso possesses exemplary fundraising skills evidenced by his effort raising $5 million in local donations for the construction of the $10 million Carbondale YMCA. With the combined experience of owning and managing health care facilities and an agricultural business, while also having a deep commitment to Northeast Pennsylvania’s communities, Michael Mancuso will enhance the successful and financially sustainable operation of Cultivated Care.

CFO Qualifications: In addition to his role as President, Michael Mancuso will also serve as Chief Financial Officer of Cultivated Care. The responsibilities of these major roles will be substantiated by Mancuso’s profound business history and his ability to manage the operation of a medical marijuana facility. He has been operating businesses since he graduated college and has been self-employed since 2005. For 10 years, he was the owner of Figliomeni Pharmacy Care, a successful multi-location long-term care pharmacy servicing approximately 700 beds in nursing homes around Lackawanna and Wayne Counties. By November, 2016, he had doubled the pharmacy’s revenue due to his innovative financial modeling in the wake of increasing drug costs. Mancuso sold the company to Rite Aid in 2016 and facilitated the purchase of a farm, where his wife Jennifer and he raise grass-fed Black Angus and Berkshire pigs. The business history the Mancuso’s experienced owning 2 retail pharmacies inspired the couple to raise hormone and antibiotic free, natural food to combat rising frequency of chronic health conditions among their neighbors in Northeast Pennsylvania. He currently serves on the Board of Trustees of the Carbondale YMCA and was a past board member of the Carbondale Chamber of Commerce, Newton Lake Association, and Pennsylvania Black Angus Association. Mancuso possesses exemplary fundraising skills evidenced by his effort raising $5 million in local donations for the construction of the $10 million Carbondale YMCA. With the combined experience of owning and managing health care facilities and an agricultural business, while also having a deep commitment to Northeast Pennsylvania’s communities, Michael Mancuso will enhance the successful and financially sustainable operation of Cultivated Care.
Title: Medical Director - Dr. Matt Haley

Qualifications: Dr. Matthew Haley, MD, is a family physician at Haley Family Practice in Carbondale, Pennsylvania. Dr. Haley possesses impeccable medical knowledge, as acquired in his extensive medical business history. Dr. Haley began his career in Wilkes-Barre, Pennsylvania, where he worked as an Emergency Room Physician to earn extra income while completing his residency program. After completion of his residency in 1999, he joined his family’s family practice in his hometown, the largest family practice in Lackawanna and Luzerne County, just outside of Carbondale. He continued to work as an Emergency Room Physician while he built his end of the practice. Dr. Haley has medical business experience through his daily activities at Haley Family Practice. He manages the largest family practice in Northeast Pennsylvania, employing 2 Nurse Practitioners, a physician assistant, 3 Nurses, 3 secretaries, 2 phlebotomists and 4 medical assistants. His successful Practice continues to grow and is currently constructing additional space to their facility to expand services to include imaging and pain management. Dr. Haley has also been a Hospice Medical Director for over 10 years, providing management and palliative recommendations for a vast number of physicians in Northeast Pennsylvania. Having owned and operated a medical business in Northeast Pennsylvania, his business history provides Cultivated Care a unique ability to maintain a successful and financially sustainable operation.
Title: Vice President of Operations - Jesse Vipond

Qualifications: Jesse Vipond is a native of Northeast Pennsylvania and committed to serving the region where he accrued his extensive business history. Vipond is currently self-employed in a rental and investment real estate company, Dalton Dickson Properties, LLC, which he owns and operates with a partner. There he is responsible for lead acquisition, general property management and tenant relations. Vipond has a Master’s Degree in Secondary Education and spent 5 years as an English and Social Studies teacher for youth in Northeast Pennsylvania public schools. Vipond will utilize the knowledge and experienced acquired through his business history to manage various systems that will ensure the financial sustainability and successful company operations. He will be responsible for regulatory compliance, security reporting, inventory control, employee oversight, and patient identification and registry. He will also be responsible for implementing the Cultivated Care vision that matches efficient and proven business systems, of which Vipond has suited skills. Vipond is extraordinarily technology savvy and communicative, and as Director of Operations he will employ his ability to execute the company vision and express his commitment for greater efficiency and productivity.
**Title: Director of Security / Security Staff - Thomas Tolan (Contractor contingent upon license)**

**Qualifications:** Tomas Tolan will serve as Cultivated Care’s Director of Security. Tolan is a veteran of the United States Navy and a retired Pennsylvania State Trooper. He has decades of unique experiences in law enforcement, including work for the FBI, DEA, US Secret Service and numerous state and local law enforcing agencies across Pennsylvania and the United States. Tolan specializes in conducting criminal and narcotics investigations. He is an experienced investigator and utilized electronic surveillance equipment and technologies including non-consensual intercepts aerial surveillance, GPS tracking devices and was wiretap certified. Tolan is currently co-owner of Northeast Diversified Services (NDS), a full-service security, investigative and consulting company. NDS has been tasked with supervising the implementation, integration and operation of security systems for Cultivated Care, and Tolan will spearhead security protocols based on his impressive security business history. NDS has, for the past several years, provided security services for a Fortune 500 Energy Company, Williams Pipeline as well as other large national and international companies involved with the Marcellus Shale region of NEPA. Cabot Oil & Gas, WPX Energy and Price Gregory Pipeline Company have all contracted Tolan and his associates for security personnel and equipment. Tolan’s company has recently expanded security provisions to include financial institutions, medical marijuana organizations and area school districts. Tolan’s security business history will enhance the stability of operations for cultivated Care and ensure the financially sustainable operation of the company for years to come.

**Qualifications:** Devoted to the safety and security of patients, staff, and facility. Ensure compliant measures are taken for security breaches or threats using standard operating procedures and protocol to resolve or deescalate incidents. Comprehensive understanding of the intricacies, compliance, and best business practices for the medical cannabis industry. Differentiate industry terminology and scientific methods used to create medical cannabis products. Dedicated to enforcing industry compliance, laws, and regulations. Certified participation in the mandatory 2-hour Department training as required by Pennsylvania Rules and Regulations - §1141.48.

**Title: Vice President of Marketing, Sales, Community Outreach - Michael Sparacino**

**VP of Marketing and Sales Qualifications:** Michael Sparacino will serve as Vice President of Marketing and Sales, as well as serve as the company’s Community Outreach Coordinator. His business history is rooted in his experience as a medical equipment salesperson. He embraces science and business in his worldview and has experience as a pharmaceutical representative for the multibillion dollar conglomerate, Johnson & Johnson, and Bausch + Lomb. Sparacino utilizes his business history in his current position selling endodontics medical devices and consulting with general practicing dentists and endodontic specialists on the proper use of equipment, and patient treatment methodologies. He is currently employed by Danaher, a holdings company that owns the dental company he works for –
the Kavo Kerr Group. Sparacino also has experience in the geriatrics, psychiatry, and neurology medical fields during his work for the Elder Care division within Janseen Pharmaceutical. He also has fundraising capabilities, and helps to raise funds for the Pennsylvania chapter of the Lung Cancer Association, PA Lung. His greatest business accomplishment is finishing in the top 10 salespeople for annual sales and sales growth out of a field of over 100 while at Bausch + Lomb. Sparacino also holds a Real Estate License and is a member of the NEPA board of Realtors. His rounded business history will propel the marketing and outreach efforts of Cultivated Care to become a recognizable and brand held in demand throughout Northeast Pennsylvania.

Community Outreach Qualifications: Respectable and sensitive approach to clients, advocates, and government agencies. Instrumental in local non-profit events to promote community well-being and advocacy. Insightful approach to openly communicate with patients. Influence and strengthen communities with structured programs and offerings to educate and remove the stigma of medical cannabis. Sincerely nurture relationships with community leaders, media outlets, and other industry-related ancillary businesses while abiding by the Pennsylvania Advertising Rules and Regulations - §1141.50. Advanced understanding of the complexities, compliance, and best business practices for the medical cannabis industry. Clear comprehension of industry terminology and scientific methods used to create medical cannabis products. Committed to enforcing industry compliance, laws, and regulations. Certified participation in the mandatory 2-hour Department training as required by Pennsylvania Rules and Regulations - §1141.48.

Title: Director of Transportation Safety, and Compliance - Joseph Evans

Qualifications: As the President of Evans Transportation Safety Consulting, LLC (ETSC), Joseph Evans performs compliance audits and training activities on cargo tank and explosives operations within the US, Canada and Mexico. These audits and training activities include compliance with US DOT regulations for the safe transportation of hazardous materials by motor carrier. Mr. Evans has also conducted large group training programs for major national organizations such as National Tank Truck Carriers and Association of Energy Service Companies and numerous small motor carrier and cargo tank inspection and testing operations. ETSC offers a combination of field management and investigative expertise in US Department of Transportation (DOT) regulations, specifically the Federal Motor Carrier Safety Regulations (FMCSR) and Hazardous Materials Regulations (HMR) to trucking operations. His services include: review of Federal Motor Carrier Safety Administration (FMCSA) safety profile and CSA scores, evaluating a motor carrier’s, cargo tank facility or shipper’s compliance with the DOT safety regulations, assisting trucking operations in all transportation safety compliance areas.

Title: Chief Pharmacist - Jennifer Mancuso
**Qualifications:** A native to Northeastern Pennsylvania, Jennifer Mancuso graduated from the University of Pittsburgh with a Bachelor’s of Science Degree in Pharmacy. She has extensive business history in the field of Retail and Long Term care pharmacy practice. She is currently a practicing pharmacist and owner of Figliomeni Pharmacy Care in Carbondale Pennsylvania. Jennifer began her career as a pharmacist as a retail pharmacist at Reddon’s Drug Store, a multi-location, family owned pharmacy in Susquehanna, Pennsylvania. There, she was responsible for retail pharmacy duties and receiving hospital pharmacist training. Jennifer has also served as a hospital pharmacist at Marian Community Hospital in Carbondale. While at Marian, she expanded her medical business skills as a Pharmacist and nurtured her connection with her hometown community. In 2005 her husband, Michael, President and CEO of Cultivated Care, endeavored the purchase of a locally owned independent pharmacy. For 11 years Jennifer worked as a pharmacist at the multiple locations of Figliomeni Drugstore, and the family sold the retail business in 2016 to Rite Aid. The Mancuso’s continue to own and operate the long-term care pharmacy, Figliomeni Pharmacy Care. Jennifer assisted in the facilitation of the development of 2 independent pharmacies in two distinct markets, and thus her business history will accelerate Cultivated Care’s position in the fledgling medical marijuana market in Northeastern Pennsylvania.

**Title: Vice President of Quality Control - Eamon Evans**

**Qualifications:** Eamon Evans will serve as Vice President of Quality Control and is a Chemist. His career began in a small, family owned chemical company outside of Philadelphia, where he was hired immediately after graduating with honors from Temple University. As a Production Chemist synthesizing different types of chemicals applicable to the plastics industry, he executed quality control methodologies using sophisticated instrumentation. Eamon also has experience working for Agilent Technologies, a $4 billion revenue corporation that employs over 12,500 people. There, he was first employed as an inside-support sales representative. He gained valuable communication skills and became rehearsed with equipment upkeep, maintenance and replacement protocols. He then took a promoted position as Account Manager with Agilent, selling instrumentation to customers in the pharmaceutical, life sciences, environmental, forensic and chemical industries. His greatest professional achievement is being elected into Agilent’s Emerging Leaders Program, a yearlong executive training program that elite skilled employees are elected to attend. Eamon’s multi-industry expertise stems from his direct business experience with medical and chemical quality control instruments that will be directly applicable to the successful operation of Cultivated Care.

C. **PLEASE DESCRIBE THE STEPS THE APPLICANT WILL TAKE TO ASSURE THAT EACH PRINCIPAL AND EMPLOYEE WILL MEET THE TWO-HOUR TRAINING REQUIREMENT UNDER THE ACT AND REGULATIONS.**

**Staff Training Requirements:** Validate and confirm employment with the two-hour training
requirement per, Pennsylvania Rules and Regulations §1141.48, without exception, no applicant or candidate for hire will begin operational duties before successfully completing and provide evidence certifying the two-hour training requirement. In addition to the state training requirement, potential candidates will be subjected to competency-based assessment for evaluating knowledge and skills, as well as the demonstration of the application of the knowledge and skills in the operation. If a new hire already knows the compliance regulations, allow an opportunity to test out and continue to areas that need improvement. Applicant will align company-wide standard operating procedures and training curriculum to cover specific provisions and responsibilities covered in the Pennsylvania Rules and Regulations §1141.48 for principals and employees of cannabis operations. Topics will include: proper handling of medical marijuana, accurate record keeping, and how to prevent and detect the diversion of medical marijuana. Also, included in the training will be best practices for security procedures, to address employee access points, as well as, vendor and visitor access points. Safety procedures, including responding to a medical emergency, fire, or a chemical spill, as well as threatening events like armed robbery, burglary, or criminal incident. Retrain employees when changes in policy occur. All positions including principals, managers, and support staff are required to schedule and successfully complete the training as soon as it becomes available at the Department of Health, located specifically in the Applicant’s Pennsylvania region. The required training is available at no cost to all medical marijuana organization’s principals and employees. Initial contact will be made on Applicant’s behalf to confirm and arrange 2-hour training course. Requests for location, dates, and available time slots for the training are made and passed to staff awaiting hiring pre-requisite information. Provide various Department of Health links for FAQ’s, training schedule, and updates to State training requirements to staff via company intranet. The Human Resource Manager communicates information to principals, managers, and employees on a continual basis. As part of standard operating procedures and document retention, training attendance records pertaining to internal and external training, including a copy of the Pennsylvania certification for completing the 2-hour required course, as required by Pennsylvania Rules and Regulations §1141.48, will be retained and stored for future compliance audits.

Utilize Knowledge and Learning Management System: To ensure quality and consistency during the grow-cycle and post-harvest process, the Cultivation and Processing Manager will consider the use a pharmaceutical industry tool called the Knowledge Management System (KMS) and Learning Management System (LMS), which is two related systems. The KMS is a cloud-based standard operating procedure manual kept up-to-date by authorized management. By observing operations, consulting with experts, staying up-to-date with Department of Health regulatory changes and collecting feedback from employees, policies and procedures will continually be refined. Under the KMS/LMS systems, these updated procedures will then be pushed out to affected employees, who must in turn login to their KMS/LMS portal to read newly updated information and sign off stating that they understand the change. This system provides a dynamic document control system to assure
quality standards at all times.

**Continual Training Support:** Applicant believes training employees shows them you’re genuinely interested in their personal development to give their best to the organization, which can eventually lead to better productivity, happier customers and higher revenue. The Applicant will promote continuous learning by introducing new skills required to make jobs more efficient. Trained employees will make fewer mistakes because of increased proficiency. Certain training may require the employee to complete an interactive learning module or an assessment prior to completion. Standard operating procedures with particularly complicated or critical information will require the employee to demonstrate proficiency to a supervisor or manager. The supervisor or manager will then log into the Knowledge and Learning Management System and provide an electronic signature certifying the employee passed all proficiency requirements to their satisfaction. Records of all training will be retained in the LMS and will be available for inspection as stated in Pennsylvania Rules and Regulations §1141.48.

**Assertive Compliance Accountability:** Compliance training is not a onetime deal, rather it needs to keep pace with the changing regulatory norms of the industry. By conducting audits and monitoring performance, the Applicant can identify areas of improvement. Plan modification efforts will take place through proactive evaluations which reflect commitment to continuous improvement and sustainability. Employee and patient surveys including transaction and point of sale testing, will be used for periodic testing to gauge training needs and customer satisfaction. Plan of action initiates when policies are misused. Applicant is prepared to enforce policies or retrain employees to ensure a stable organizational reputation. it also encourages employees throughout the organization to remain compliant if they can see there are consequences to rule-breaking. Provide transparency about the reason for policy training to foster good faith among staff.

**Comprehensive Training and Resource Library:** Training is important but knowledge may fade quickly if training is infrequent or if the employee cannot refer back to the original policy or procedure. The Applicant will establish a resource library with copies of all training materials, standard operating procedures, company policies, employee handbook, marketing collateral materials, medical cannabis strains and profiles and other industry relevant information. Delivery method of material will include the company intranet, onsite company library, and digital downloads.

**Train-the-Trainer:** Devise a Train-the-trainer program to prepare instructors to present information effectively, respond to participant questions and lead activities that reinforce learning. They also direct participants to supplementary resources and reference materials. Instructors will learn to lead discussions, listen effectively, make accurate observations and help participants to link training to their jobs. They learn things like how to maintain eye contact, maintain a positive attitude, speak in a
clear voice, gesture appropriately, and maintain interest and dispel confusion.

**Coaching and Mentoring Programs:** Encourage employees to continually improve competencies and to develop new in-house alliances where necessary to achieve their goals. Work within their area of personal competence and qualify their experience in relationship to their current role. Creatively apply tools and techniques which may include one-to-one training, facilitating, counseling & networking. Facilitate the exploration of needs, motivations, desires, skills and thought processes to assist the employee in making real, lasting change.

**Apply Best Business Practice:** To ensure consistent quality, the use of standard operating procedures will support training and reduce risk. Using adopted publications like: Best Management Practices (BMP), which offers land and resource management techniques to determine the most effective and practical means of maximizing beneficial results and minimizing negative impacts; and Good Agricultural Practices (GAP) and Good Handling Practices (GHP), are audits that verify the medical marijuana is produced, packed, handled, and stored as safely as possible to minimize risks of microbial food safety hazards. Applicant will use BMP, GAP, GHP or similar resources to create uniform standard operating procedures and incorporate specialized training to communicate all policy and procedure changes or updates. Each department head, in conjunction with the Chief Operating Officer and Director of Compliance, will be in charge of further developing and implementing standard operating procedures, as well as teaching the material to relevant staff members.

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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<tbody>
<tr>
<td>A physician or a pharmacist will be present at the primary dispensary location listed in this permit application at all times during the hours the primary dispensary facility is open to dispense or to offer to dispense medical marijuana to patients and caregivers.</td>
<td>☒</td>
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<tr>
<td>If the applicant is operating any dispensaries in addition to the primary dispensary location listed under the permit, and a physician or pharmacist is not present onsite at</td>
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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:

N/A

Section 10 – Security and Surveillance
A dispensary must have security and surveillance systems, utilizing commercial-grade equipment, to prevent unauthorized entry and to prevent and detect diversion, theft, or loss of any medical marijuana or medical marijuana products.

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

A. Transportation

<table>
<thead>
<tr>
<th>A. Transportation</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>By checking “Yes,” you affirm that any delivery of medical marijuana to any other medical marijuana organization or approved laboratory within the Commonwealth will adhere to the following:</td>
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<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
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<tr>
<td>• Medical marijuana will only be delivered between 7 a.m. and 9 p.m.</td>
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<tr>
<td>• Medical marijuana will not be transported to any location outside of this Commonwealth.</td>
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<td>☐</td>
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<tr>
<td>• A global positioning system will be used to ensure safe, efficient delivery of the medical marijuana to a medical marijuana organization.</td>
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<tr>
<td>In addition to having a transport vehicle staffed with a delivery team consisting of at least two individuals, the applicant affirms the following:</td>
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<td>• At least one delivery team member will remain with the vehicle at all times that the vehicle contains medical marijuana.</td>
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<tr>
<td>• Each delivery team member shall have access to a secure form of communication with the dispensary, such as a cellular telephone, at all times that the vehicle contains medical marijuana.</td>
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<tr>
<td>• Upon demand, each delivery team member shall produce an identification badge or card to the Department or its authorized agents, law enforcement or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.</td>
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### Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- Each delivery team member will have a valid driver’s license.
- While on duty, a delivery team member will not wear any clothing or symbols that may indicate ownership or possession of medical marijuana.
- Medical marijuana stored inside the transport vehicle may not be visible from the outside of the transport vehicle.
- A delivery team shall proceed in a transport vehicle from the dispensary, where the medical marijuana is loaded, directly to the medical marijuana organization, where the medical marijuana is unloaded, without unnecessary delays. Notwithstanding the foregoing, a transport vehicle may make stops at multiple facilities, as appropriate, to deliver medical marijuana.
- Any vehicle accidents, diversions, losses, or other reportable events that occur during transport of medical marijuana must be immediately reported to the Department either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.
- The Department shall be notified daily of the dispensary’s delivery schedule, including routes and delivery times, either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.
- A transport vehicle is subject to inspection by the Department or its authorized agents, law enforcement or other Federal, State or local government officials if necessary to perform the government officials’ functions and duties.
- A transport vehicle may be stopped and inspected along its delivery route or at any medical marijuana organization.
- If a third-party contractor is used, the contractor must comply with all the transportation requirements listed in the Act and regulations.

#### B. Transport Manifest

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

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

<table>
<thead>
<tr>
<th>Statement</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>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.</td>
<td>☒</td>
<td>☐</td>
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<tr>
<td>The quantity, by weight or unit, of each medical marijuana harvest batch, harvest</td>
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Pennsylvania Department of Health
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

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

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

#### A. Storage Requirements

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

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

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

N/A

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

DOH Redacted
Section 13 – Labeling of Medical Marijuana Products

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

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.

- Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.
- Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.
- Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead an individual to believe that the product has been endorsed, manufactured, or approved for use by any State, county or municipality or any agency thereof.
- Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.

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 MARJUANA PRODUCTS:

DOH Redacted
## Section 14 – Inventory Management

<table>
<thead>
<tr>
<th>A. Electronic Tracking System</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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

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

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

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

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

DOH Redacted
Section 15 – Diversion Prevention

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

Overview

The principal officers will implement a thorough recordkeeping plan to maintain the integrity of the Medical Marijuana Program and comply with all local, state and Federal regulations. As a prospective medical marijuana organization, Cultivated Care is focused on establishing stringent recordkeeping protocols that ensure data acquired by all data gathering, logging and tracking systems is responsibly and accurately maintained. Additionally, inventory protocol, electronic tracking system use, equipment maintenance, and other extensive business records will be created and kept to comply with DOH, OSHA and local regulations.

In compliance with § 1161.39, Electronic Tracking System, and DOH Section 701 of the Act (35 P.S. § 10231.701), Cultivated Care will maintain a daily log of each day’s beginning inventory, acquisitions,
amounts purchased and sold, disbursements, disposals and ending inventory. Cultivated Care will also record prices paid and amounts collected from patients and caregivers in the electronic tracking system.

The inventory protocols will require all inventories and inventory audit records to be retained as part of recordkeeping policies and to ensure oversight of facility management and personnel, in compliance with § 1161.32, Inventory Data. As part of this comprehensive recordkeeping plan, Cultivated Care will also have additional specific systems in place to record and track critical business operations, administrative and compliance actions, including:

1) Accounting data
2) Advertising
3) Approved vendors
4) Criminal and policy violation investigations
5) Employment data, including background checks and employee training
6) Regulatory Inspections
7) Standard operating procedures, including updates and accessibility
8) Voluntary and mandatory recalls data
9) Waste management

Keeping complete, detailed, organized records of inventory and all dispensing transactions is critical to ensuring that patients receive the highest quality medicine in its purest forms, as directed by the patient certification. A summary of Cultivated Care’s recordkeeping procedures relating to different business operations, administrative and compliance activities are outlined in the following sections of the plan.

**Dispensary Operations**

The proposed dispensary will act as a critical link between patients and caregivers and the grower/processors that produce medical marijuana products in approved forms. With an emphasis on the importance of keeping thorough, detailed records, employees will be trained to perform a host of inventory management tasks each regularly-scheduled shift. In conjunction with the recordkeeping tasks that are part of inventory management, detailed inventory procedures are further described in Cultivated Care’s inventory management plan submitted as part of this dispensary permit application.

**Business Management Platform**

Cultivated Care will utilize industry specific tracking software with bank-level encryption to comprehensively manage all inventory. The system will efficiently track every product within the dispensary, both in active form and in back stock, as purchase orders and sales, as well as medical marijuana waste or recalled products scheduled for return to grower/processors. Active inventory will be the limited portion of inventory that stocks and replenishes the sales floor and back stock will be the remaining, static inventory in the secure storage area, which is only transferred to the active inventory when active totals are depleted.
The business management platform will also serve as Cultivated Care’s system for recording inventory sales. The platform will allow the company to monitor, in real time, inventory levels and movement, along with sales totals and patient counts. The platform will allow authorized employees to track the purchasing habits of clients and accurately predict demand. This tool will be effective for forecasting inventory needs, as it will allow the manager to analyze historical purchase data and inventory trends. Business management platform data and records will primarily be stored electronically and be subject to electronic backup requirements. However, employees will be required to adhere to the same recordkeeping policies and procedures for printed, hand-written or other analog records.

Business management platforms will communicate with the electronic system and relevant files will be accessible via download/upload to and from each network. Inventory levels will be accurately reflected in the electronic tracking system, business management platforms, and in physical count. These metrics will be analyzed and adjusted by Company management based on regularly scheduled audits, including daily, weekly, monthly, quarterly, and annual reviews.

**Medical Marijuana Product Inventory Records**

The most important aspect of dispensary operations related to recordkeeping is accurate inventory records. Through employee training, the company will create a thorough understanding of both the electronic tracking system and business management platform. By preparing employees to input accurate data daily, Cultivated Care can ensure the tracking system and business management platforms match and reflect the correct acquisitions, sales, waste and losses.

Medical marijuana products will be received and entered into inventory in the electronic tracking system and business management platforms as a lot, batch or grouping of products. Then, the items will be placed into a product storage bin/container, similar to the one shown in Figure 1, and identified as back stock or ready-for-sale, active inventory. Only active inventory batches, lots or groups will be used to fulfill orders from patients and caregivers.

*Figure 14 - Example Product Storage Bin w/RFID Barcode, Image Courtesy of Globalindustrial.com*
Medical Marijuana Inventory Auditing (Active Inventory)

Sellable inventory will be divided into two separate types: active and back stock. Active inventory is the inventory that will be utilized to stock the sales floor and back stock will be the items that remain static in storage until active inventory is depleted and requires re-stocking. Inventory procedures will require that active inventory be counted on a daily basis. To ensure efficacy and accuracy, procedures will require management to conduct monthly inventory reviews and quarterly comprehensive inventories of medical marijuana products at the facility. Daily inventory counts of active inventory will not be conducted during business hours, so they can be taken at a time when no inventory is being removed or added to the electronic tracking system, business management platforms, or physical allotments.

Daily active inventory counts will be conducted as part of dispensary closing procedures. Active inventory will be counted and compared to digital records in the electronic tracking system and business management platforms. Reconciliations of inventory will be conducted under the supervision and authorization of Company management. Should the counts reflect a discrepancy, inventory reconciliations will reflect the reason for the inventory adjustment. If there is evidence of unlawful product diversion, management will be notified and the issue will be reported to the Department and the authorities, as required by regulation. Operating procedures will include extraordinary precautions to prevent unlawful product diversion. Record related to diversion investigations are referenced in the criminal and policy violation investigation section of Compliance Recordkeeping, included in this recordkeeping plan.

Medical Marijuana Inventory Auditing (Back Stock Inventory)

Back stock inventory counts will be conducted weekly, and reports will be generated that reflect accurate digital and physical amounts of each medical marijuana product within the facility. Back stock inventory will be static throughout the day, and handled only by authorized employees when active inventory is depleted. Static inventory may be counted during business hours and reports may be generated while active inventory is dispensed. Regular reviews of inventory will be conducted to verify actual physical inventory is consistent with the digital inventory reflected in the electronic tracking system and business management platforms. Every medical marijuana product will be stored in a manner that ensures that it may be counted daily.

Cultivated Care will create and maintain written and electronic records of all inventories. Records 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 review. To ensure the proper management of inventory, all items that enter and leave Company facilities will be tracked, monitored and systematically arranged within limited access areas (LAA).

Items that will be dispensed to patients and require monitoring are outlined in §1151.28, Forms of Medical Marijuana, and will be detailed in standard operating procedures. Items that will be counted and included in regularly-scheduled inventory reviews include, pills, oils, cartridges, tinctures, topical gels, creams and ointments, liquids, and any medical marijuana product that a doctor may find medically appropriate for administration by vaporization or nebulization. Inventory logs will be used to gather data and inputs will be entered into the electronic tracking system. Employees will adhere
to strict chain of custody procedures and the storage of medical marijuana will remain under constant, twenty-four (24) hour surveillance, as described in Cultivated Care’s security and storage plans.

Figure 15 - Example Inventory Audit, Image Courtesy of Shutterstock.com

Recordkeeping During Dispensing
At all times, Cultivated Care will comply with applicable laws and regulations governing recordkeeping during dispensing, including § 1161.32, Inventory Data, and § 1161.23, Dispensing Medical Marijuana, of the Department rules.

During the dispensing of medical marijuana, a receipt will be produced that includes all information required by the Department to include:
1. Name, Address and Identification Number of Dispensary
2. Name and Address of patient or caregiver
3. Date of dispensing
4. Medical practitioner’s requirement or limitation on the form of medical marijuana
5. Form and quantity of medical marijuana products dispensed

Updating Patient Certifications
Each patient or caregiver will be required to adhere to the patient certification filed in the electronic tracking system, with regard to form and 30-day supply quantity. Employees will be required to verify the certification and if the practitioner has not set forth recommendations, requirements or limitations for the form or dosage of medical marijuana, they will ensure the patient or caregiver consults with the on-site physician or pharmacist (physician’s assist or certified registered nurse practitioner, if 2nd or 3rd location), prior to dispensing. Upon completion of the consultation, employees will be required to update the patient certification within the electronic tracking system. Patient certification details will not be stored in the business management platform.
Patient Certification Destruction
Employees will be trained to refrain from entering patient certification details in the business management platform and to destroy any printed or electronic copy of a patient certification used during dispensing, in compliance with § 1161.23, Dispensing Medical Marijuana. Any employee found to be in violation of this policy or regulation will be subject to disciplinary action, up to and including termination.

Receipt and Sale of Medical Marijuana
All medical marijuana will be tracked and monitored in the electronic tracking system and by physical inventory audits. Each activity associated with any medical marijuana or medical marijuana product will include a digital time, date, and location stamp within the Business Management Platform. This timestamp will be used to produce a receipt that may be printed and made available to DOH, law enforcement, and Company management. Data reflected on platform receipts will also be used to produce transport manifests as required by § 1161.36, Transport Manifests. Included in auditing procedures is the accurate documentation of transportation dates, approximate times of departure/arrival, transport vehicle specification, delivery route information and other data that may pertain to the successful tracking and monitoring of Company inventory.

Inventory procedures will also include the counting, storage, and facilitating of funds transferred to and from Cultivated Care. Funds will be managed by employees trained to receive, deliver, count, sort, document, and securely store cash, checks, and other methods of payment. Money will be accounted for and recorded via multilevel auditing and secure accounting procedures. Funds will be counted and temporarily stored in lockable bank bags in the safe or vault area of the facility, until the funds are safely transferred to the next individual, as defined in currency chain of custody procedures. Funds used for the purchase of marijuana products will be linked to specific items, lots, and batches within business management platforms.

The purchase and sale of medical marijuana products will be reflected in business management platforms and the electronic tracking system and will clearly demonstrate the exact products sold, the price of the items, methods of payment, and account details of other medical marijuana organizations where funds were received or paid. Receipts of purchases and sales will be made readily available to medical marijuana organizations, law enforcement officials and DOH. Receipts will be observed for their accurate reflection of the transfer of medical marijuana products and funds as part of daily sales and inventory reports.

Recordkeeping of Transport
Cultivated Care will keep detailed records of all transport of medical marijuana and marijuana infused products, including:
- Transport Manifests
- Receipts
- Invoices
- Bills of Lading
- Shipping Invoices
Packing Slips or any other shipping documents

Copies of documents will be easily accessible to local, state and Federal regulators, as well as employees designated as document auditors. Documents will not be easily accessible to employees who are not document auditors, unless they require access for the completion of job duties in their official capacity.

**Transportation Manifests**
All transfers of medical marijuana products to and from the dispensary will be accompanied by transportation manifests that detail the credentials of individuals shipping and/or receiving medical marijuana. The specific details required by DOH are outlined in §1161.36, Transport Manifests. Required data will be entered into the electronic tracking system, business management platforms, and will represent exact contents of deliveries and returns of recalled product to grower/processor facilities. Original or copies of transportation manifests will be kept on file for a minimum of four years and made available to the DOH to aid any regulatory compliance action.

**Administration**
Cultivated Care will maintain detailed, accurate business records capturing day-to-day administration of grower/processor facility operations. In addition to cultivation and processing

**Electronic Records Backup**
All electronic records will have a back-up system maintained by a third-party data center that is a tier 3 or tier 4 facility, ensuring vital information is never permanently lost, compromised or destroyed. The ability to restore data following an outage, computer or equipment failure will enable to Cultivated Care to seamlessly maintain compliant recordkeeping of facility operations. Archives of physical records will also be maintained.

**Accounting Data**
Cultivated Care is committed to the transparency of accounting data and adhering to Generally Accepted Accounting Principles (GAAP) in financial reporting. To achieve this goal, the company will contract with a certified public accountant (CPA) or employ a CPA and/or qualified accounting professionals to manage company financial information and reporting. All financial records will be maintained on secure, internal computer networks and be duplicated using the electronic records backup system, ensuring Cultivated Care will never experience a catastrophic loss of financial data.

**Approved vendors**
Sourcing the most qualified and effective vendors to service Cultivated Care in all aspects of operations, especially facility and equipment maintenance, is imperative to successfully serving the patients of the Commonwealth. Accounting personnel and management will coordinate to ensure that the company maintains a current and frequently-updated list of approved vendors that have been vetted by providing Cultivated Care with a completed IRS Form W-9, Request for Taxpayer
Identification Number and Certification, complete contact and payment information, as well as a designated point of contact. Only owners, principals and designated employees will be permitted to enter into business contracts on behalf of Cultivated Care. They will be required to ensure vendors register with the company and are designated as an approved vendor, prior to providing goods or services. Completed vendor records, W-9 forms and all other accounting records will be maintained by accounting personnel in compliance with IRS and any other regulatory requirements.

A list of approved vendors will be kept on site for easy reference by the Dispensary Manager and management personnel. This list will include, but is not limited to, the following vendor types:

- Medical Marijuana Transport
- Waste Disposal
- Pest Management
- Alarm & Surveillance System Service & Repair
- Security Firm
- IT Firm
- Software Technical Support
- Facility Services
  - Electrical
  - Floor Care
  - HVAC
  - Landscaping
  - Locksmith
  - Parking Lot Maintenance
  - Plumbing
  - Snow Removal
  - Supply Provider/Sanitary Towel Service
  - Window Washing

**Advertising Records**
Cultivated Care will provide all proposed advertising and/or marketing materials to the DOH for approval, prior to publication or distribution to medical marijuana organizations. Copies of approved advertisements, marketing plans, etc. will be retained on file for a period no less than four years, mimicking other records retention requirements.

**Employee Records**
Detailed and rigorous recordkeeping of employee records is important to any business and Cultivated Care values the need for strict employee record protocols. The human resources department or a designated employee will be required to maintain accurate personnel records for each employee. Such records must be maintained for at least four years and include:

1. All materials submitted to the Department;
2. Completed IRS W-4 Form;
3. A copy of their Employee ID;
4. Documentation of verification of references;
5. The job description or employment contract that includes a description of duties, authority, responsibilities, qualifications, and supervision;
6. Documentation of all training received by the employee and the signed statement of the employee indicating the date, time, and place the training was received and the topics discussed, including the name and title of presenters;
7. Records of any relevant professional licensure issued by a regulatory agency and verification of education requirements for licensure;
8. Documentation of periodic performance evaluations; and

Organizational Charts and Job Descriptions
Cultivated Care will maintain a current organizational chart and job descriptions for each employee and volunteer position, including advisory board members. Job descriptions will be reviewed at least annually for revision of essential duties and responsibilities and will be updated anytime a fundamental change is made to the role.

Background Check/Investigation Information
All prospective employees will undergo a thorough background check and investigation to determine their fitness for a position with Cultivated Care within the dispensary facility. Findings of background checks and investigations will be retained, as part of the confidential employee file maintained by the human resources department, during active employment. Upon separation, employee files will be archived and retained for a period no less than four years to align with all other records retention requirements set forth by the DOH.

Compensation Records
The human resources department or a designated employee will maintain records documenting the salary and wages paid to each employee, stipend paid to each executive manager, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Cultivated Care, including executive managers. These confidential records will be maintained for a period no less than four years.

Employee Training Records
Cultivated Care will utilize a Knowledge/Learning Management System (KMS or LMS) to facilitate, track, and monitor employee training in compliance with § 1141.48, Training. In addition to training, this information will be used to promote and discipline employees, based on demonstrated competencies related to medical marijuana dispensing. Employees may be regularly tested for thorough understanding of regulatory compliance topics, including the Medical Marijuana Program rules, DOH regulations, OSHA and other federal agency compliance. Employees will also be trained and expected to demonstrate competencies related to compliance with company policies, standard operating procedures and facility management protocols.
As required under the act, a physician, a pharmacist, a physician assistant or a certified registered nurse practitioner shall, prior to assuming any duties at a facility, successfully complete a 4-hour training course developed by the Department. The course must provide 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.

License Verification & Monitoring
In compliance with § 1161.25, Licensed Medical Professionals At Facility, Cultivated Care will employ physicians, pharmacists, physician’s assistants or certified registered nurse practitioners. As it relates to recordkeeping, the company will verify the license of all medical professionals, upon hire, through the Pennsylvania Department of State, Bureau of Professional and Occupational Affairs (BPOA) online system (Pennsylvania Licensing System Verification service, https://www.pals.pa.gov). During employment, Cultivated Care will monitor medical professional licensure every 6 months and terminate any employee who does not hold an active license in good standing.

Insurance Records
Cultivated Care will maintain liability insurance in amounts as required by DOH and will retain certificates of insurance and other policy records. Maintaining an active workers’ compensation insurance policy is important to protecting the health and safety of employees in the Commonwealth. The company will retain certificates of insurance and other policy records for no less than four years, or the duration required by law.

Compliance Recordkeeping
Whether records are maintained for DOH, OSHA, EPA, or another regulatory agency, all compliance records will be kept in the same detailed, organized manner. This ensures records are easily accessible for operations, inspections or investigations.

Regulatory Inspections
Ensuring that patients and caregivers in the Commonwealth receive high quality, pure forms of medical marijuana products is dependent upon a plethora of regulatory inspections that will take place from the time a permit is issued to Cultivated Care, until operations commence and regularly following commencement of operations. Cultivated Care will retain inspection records, regulatory agency recommendations and records supporting resolution of any warnings or violations for a period no less than four years.

OSHA Records
Compliance with OSHA regulations ensures that employees are protected from harm, injury or death in the workplace. Cultivated Care is committed to meeting and where possible, exceeding, OSHA requirements. The OSHA 300 log (Log of Work-Related Injury and Illness) is the primary OSHA compliance document. The human resources department will be responsible for completion of the log and ensuring that it is conspicuously posted in all facilities for employee inspection. In addition to
the OSHA 300 log, the company will maintain compliance records for all applicable OSHA industry standards, including some of the most commonly accessed standards. These include:

- Blood borne Pathogens – 1910.1030
- Hazard Communication – 1910.1200
- Hazardous Waste Operations and Emergency Response – 1910.120
- Lockout/Tagout – 1910.147
- Personal Protective Equipment – 1910.132
- Respiratory Protection – 1910.134

Local Fire & Zoning Records
Cultivated Care will coordinate with the local fire department and zoning office to retain all permit application materials, issued permits, inspection records and any other pertinent local fire department and zoning documents, as part of the recordkeeping plan. Records may also include architectural and mechanical drawings or renderings, site maps or plans, and engineering reports or certifications.

DOH Records
Employees will be trained to adhere to all company recordkeeping protocols, with emphasis on DOH recordkeeping requirements. The Operations section at the beginning of this document included a summary of DOH-required inventory and dispensing transaction recordkeeping. Beyond inventory and dispensing transaction records, Cultivated Care will maintain and retain records in compliance with all other DOH rules, as summarized in the following subsections.

Department of Health Reports (Annual & Quarterly)
Providing DOH with accurate inventory and sales summaries enables the agency to publish it on the department’s public website. As required by DOH Section 701 of the Act (35 P.S. § 10231.701), the Dispensary Manager or another designated employee will prepare a report within one year of the issuance of Cultivated Care’s permit and quarterly thereafter, to include the following summary:

5) Amount of medical marijuana purchased by the dispensary during the period for which the report is being submitted
6) Per-dose price of medical marijuana purchased by the dispensary, in a unit of measurement as determined by the DOH
7) Per-dose price of an amount of medical marijuana dispensed to a patient or caregiver by the dispensary, in a unit of measurement as determined by the DOH

These reports will be compiled with information from the business management platforms, the electronic tracking system and any other records kept as part of the company’s recordkeeping plan.

Facility Maintenance, Cleaning & Sanitation Logs
Dispensary facility maintenance, cleaning and sanitation will comply with § 1161.29, Plans of
Operation, and be based on the procedures outlined in the sanitation and safety plan provided with this application. Dispensary employees will conduct regularly scheduled maintenance and cleaning of the storage area, to ensure that it is properly maintained and kept in a clean and orderly condition, free from infestation by insects, rodents, birds and any pests, as required by § 1161.33 (b), Storage Requirements. A manager with appropriate clearance will provide access to the room and supervise employees as they perform all necessary maintenance and cleaning of the storage space. Cleaning and Sanitation logs will be kept in compliance with records retention requirements from the Department and will be maintained on file for four years.

**Voluntary and mandatory recall data**

For all voluntary and mandatory recalls, records will be kept for a period no less than four years and will include Medical Marijuana Product Recall Forms and correspondence from DOH, grower/processor facilities and/or other medical marijuana organizations related to recalls. Employees will be trained to appropriately identify, isolate, and secure any product subject to recall. Information necessary to properly execute recall procedures in the dispensary, must be provided by the grower/processor’s Recall Coordinator and will include the following:

- Compliance Office (acting as Recall Coordinator) Name & ID
- Effective Date and Time of Recall
- Product Type/Form
- Product Name (If applicable)
- Total amount of recalled product per Harvest Batch, Harvest Lot or Process Lot
- Reason for the recall
- Information about whether the recall is voluntary or mandatory
- Information about whether the product poses a health risk
- Date and Time Recall Reported to DOH (If voluntary)
- Date and Time Recall Made Public (If voluntary or mandatory)
- Return or Disposal Instructions

Cultivated Care will quickly identify affected medical marijuana products, when the Dispensary Manager is notified of a recall. Immediately upon notification, the VP of Quality Control will gather critical data pieces. This data includes affected types, forms, batches and lots of medical marijuana, as well as the total amount of affected medical marijuana returned, how it was received, when and by what means of transport. Employees will be trained to be aware of a spectrum of pests and potentially hazardous equipment and materials that may influence a recall.

**Recall Statements and Press Releases**

Cultivated Care will broadcast recall statements and press releases that describe the scope of a recall and any potential health risks associated with consuming recalled medical marijuana products. Copies of recall statements and press releases will be retained for future reference, for a minimum of four years.
Waste Logs
Medical marijuana products awaiting disposal will be documented, counted/weighed, and cataloged into business management platforms and the electronic tracking system. All medical marijuana products will be accounted for in both digital and physical logs that reflect the reason for disposal, before it is destroyed and properly disposed. Company waste management procedures will instruct employees on the safe and compliant handling of medical marijuana waste and all employees will be required to adhere to the regulations prescribed in §1151.40, Management and Disposal of Medical Marijuana Waste.

All waste will be securely stored in a manner that prevents unauthorized access and unlawful product diversion. Employees will be required to log all waste created during the handling, dispensing and storage of medical marijuana products on the Waste Log, store it securely in the designated waste receptacle and immediately notify management or security personnel of any observable tampering or company waste policy violations. The waste logs will be archived for a minimum of four years.

Additional DOH Records and Logs
In addition to the records highlighted in this DOH Records section, Cultivated Care will ensure the following records and logs are kept and maintained for no less than four years to comply with DOH rules:

- Criminal and policy violation investigation findings, reports and evidence
- Security & Surveillance System Records
- Standard Operating Procedures
- Surveillance Room Access Log
- Surveillance System Access Log
- Monthly Maintenance Inspections
- Transportation Manifests
- Visitor’s Log

Information & Recordkeeping Security Incidents
The Director of Security will investigate any reports or notification of recordkeeping misconduct, DOH regulation or policy violations. Any loss or unauthorized alteration of company records discovered or suspected by any employee must be reported to the Director of Security immediately. The Director of Security must report such incidents to the Department and law enforcement as necessary. Upon discovery of a records security breach, the Director of Security must review all recordkeeping and security policies to identify deficiencies and necessary corrective measures. The Director of Security may engage the service of a third-party data security expert, as needed. The alteration, falsification, loss or misplacement of records, failure to complete records/logs, gross inaccuracies, negligence or other errors of records will be considered policy violations and will not be tolerated. Employees will be investigated and disciplined, terminated and/or prosecuted, based upon investigation findings.

Conclusion
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Throughout this comprehensive recordkeeping plan, Cultivated Care has provided a summary of procedures and strict protocols for the maintenance of records and documents that it will implement at the proposed dispensary facility. These protocols will ensure that all medical marijuana inventory and dispensing is thoroughly monitored, recorded and regulated in compliance with all DOH, local and federal regulations.

In addition to Cultivated Care’s legal obligation to maintain records of operations information, employees have a responsibility to ensure true and correct records are maintained in a timely and organized manner, which will provide real-time operating information to management. Such information included in business records is necessary to make quick and informed decisions in the normal course of business and to meet all regulatory requirements for recordkeeping and operations.

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

**SECTION 18 – ORGANIZATIONAL STRUCTURE**

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<thead>
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<th>Applicant’s Form of Organization</th>
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<th>Applicant’s Organization Documents</th>
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<td>Business Name on Formation Documents: VHEMS, LLC</td>
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<tr>
<td>PA Workers’ Compensation Policy Number (if applicant is currently doing business in Pennsylvania):</td>
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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:

Overview
Cultivated Care has produced a detailed and comprehensive plan to maintain a successful and financially sustainable operation. The management team at Cultivated Care believes firmly in the responsible access to potentially life-saving medicine in the form of medical marijuana and patient care and therapeutic relief will drive all business decisions. Cultivated Care intends to quickly establish a medical marijuana dispensary upon receiving a medical marijuana dispensary permit. The well-rounded business history of the company’s leadership team is exemplified by years of medical industrial experience. Founders Michael and Jennifer Mancuso have extensive business history as owners and operators of multiple pharmacies. The executive team seeks to acquire and maintain a significant portion of the available market share within the fledgling medical marijuana industry in Northeast Pennsylvania and will achieve this goal by establishing business operations in Lackawanna County. Cultivated Care possesses many competitive advantages in relation to other applicants for medical marijuana dispensary permits, and is poised to become the first operational dispensary in the region.

Cultivated Care will develop a 2,600 square foot retail space that will be built to suit Cultivated Care plans to focus the first year of operations on opening the primary dispensary and mastering the systems needed for inventory control, security/surveillance, patient tracking, etc. However, the company plans to grow in a sustainable and scalable manner, and eventually own and operate 3 dispensary locations, as permitted by the Pennsylvania Department of Health (DOH). Cultivated Care aims to carry the highest quality medical marijuana products available from trusted grower/processor vendors, and offer them to qualifying medical marijuana patients and caregivers. Cultivated Care will work with both patients and permitted grower/processor medical marijuana organizations within the Commonwealth of Pennsylvania to ensure that the company carries only superior products that meet the highest standards of quality.

Financial Considerations
Due to the US Federal Government’s classification of medical marijuana as a Schedule I narcotic, taxes are an impending challenge to overcome for medical marijuana organizations. However, Cultivated Care maintains the financial capability to establish profitable and sustainable business relations. Specifically, Section 280E of the IRS tax code forbids the inclusion of business expenses as deductible revenue. Effectively all goods and services purchased for the successful operation of the dispensary
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

will not be deducted as enforced by the rule, and Cultivated Care is prepared to pay exorbitant tax rates as high as 70% to comply with the statute. Expenses that traditional companies may deduct, but are forbidden for medical marijuana organizations such as Cultivated Care include employee payrolls, facility repairs, facility improvements, cultivation supplies, packaging, license fees, and insurance. Another common obstacle to establishing medical marijuana dispensaries, which Cultivated Care is prepared to address, is access to banking services. Although it is commonly understood that medical marijuana organizations cannot access investment security services by banks, it is estimated that a significant portion of established dispensaries, cultivators, and infused product manufacturers do have access to accounts at financial institutions. The differentiating condition that allows many medical marijuana organizations around the country to access banking is the scale of the financial institution. Cultivated Care has reached out to local credit unions and many have expressed interest in expanding services to the medical marijuana industry. The combined business history of Cultivated Care’s executive team will ensure local financial institutions of the credibility Cultivated Care possesses and the ensuing growth of the industry gives good reason to local banks and credit unions to financially back the operation of the company.

**Competitive Advantages**

Profitability will be achieved through compassionate business practices and constant attention to those suffering and in need of care. Cultivated Care has differentiating advantages to its operation relative to competitors. The executive and investment team of Cultivated Care has a thorough understanding of the local community and potential medical marijuana market within Northeast Pennsylvania, and Cultivated Care has a property under contract on a heavily traveled main road in Scranton. The property is located almost directly in the middle of Pennsylvania Department of Health Medical Marijuana Region 2, and is just 200 meters from the confluence of 3 major highways that reach every corner of the region, and sits on a major public bus route, with a stop directly across the street.

The property is already suited for ample parking, including handicapped parking and access, with adequate loading and unloading areas. Cultivated Care will be a high end, modern, clean, and sleek medical marijuana dispensary and the Cultivated Care brand will be known for supreme quality care, soothing aesthetics, and pleasant, professional therapeutic experiences. Cultivated Care will work to destigmatize medical marijuana within the community and the executive team’s business history lends the company to provide many educational opportunities to the patients, and neighbors of Cultivated Care alike.

**Business History and Capacity to Operate**

**President, CEO, and CFO**

Michael Mancuso will serve as the President, Chief Executive Officer, and Chief Financial Officer of Cultivated Care. The responsibilities of these major roles will be substantiated by Mancuso’s profound business history and his ability to manage the operation of a medical marijuana facility. He has been operating businesses since he graduated college and has been self-employed since 2005. He was the owner and operator of a retail pharmacy which expanded to include care for nursing homes. For 10 years, he has been the owner of Figliomeni Pharmacy Care, a successful multi-location long-term care
pharmacy servicing approximately 700 beds in nursing homes around Lackawanna and Wayne Counties. By November, 2016, he had doubled the pharmacy’s revenue due to his innovative financial modeling in the wake of increasing drug costs. Mancuso sold the retail pharmacy locations to Rite Aid in 2016 and facilitated the purchase of a farm, where his wife Jennifer and he raise grass-fed Black Angus and Berkshire pigs. However, Manusco still operates the long-term care pharmacy serving Pennsylvania’s elderly population. The business history the Mancuso’s experienced owning 2 retail pharmacies inspired the couple to raise hormone and antibiotic free, natural food to combat rising frequency of chronic health conditions among their neighbors in Northeast Pennsylvania. He currently serves on the Board of Trustees of the Carbondale YMCA and was a past board member of the Carbondale Chamber of Commerce, Newton Lake Association, and Pennsylvania Black Angus Association. Mancuso possesses exemplary fundraising skills evidenced by his effort raising $5 million in local donations for the construction of the $10 million Carbondale YMCA. With the combined experience of owning and managing health care facilities and an agricultural business, while also having a deep commitment to Northeast Pennsylvania’s communities, Michael Mancuso will enhance the successful and financially sustainable operation of Cultivated Care.

Vice President of Marketing and Community Outreach Coordinator
Michael Sparacino will serve as cultivated Care’s Vice President of Marketing and Sales, as well as serve as the company’s Community Outreach Coordinator. His business history is rooted in his experience as a medical equipment salesperson. He embraces science and business in his worldview and has experience as a pharmaceutical representative for the multibillion dollar conglomerate, Johnson & Johnson, and Bausch + Lomb. Sparacino utilizes his business history in his current position selling endodontics medical devices and consulting with general practicing dentists and endodontic specialists on the proper use of equipment, and patient treatment methodologies. He is currently employed by Danaher, a holdings company that owns the dental company he works for – the Kavo Kerr Group. Sparacino also has experience in the geriatrics, psychiatry, and neurology medical fields during his work for the Elder Care division within Janseen Pharmaceutical. He also has discernable fundraising capabilities, and helps to raise funds for the Pennsylvania chapter of the Lung Cancer Association, PA Lung. His greatest business accomplishment is finishing in the top 10 salespeople for annual sales and sales growth out of a field of over 100 while at Bausch + Lomb. Sparacino also holds a Real Estate License and is a member of the NEPA board of Realtors. His rounded business history will propel the marketing and outreach efforts of Cultivated Care to become a recognizable and brand held in demand throughout Northeast Pennsylvania.

Vice President of Operations
Jesse Vipond will serve as the Vice President of Operations for Cultivated Care. He is a native of Northeast Pennsylvania and committed to serving the region that he accrued his extensive business history. Vipond is currently self-employed in a rental and investment real estate company, Dalton Dickson Properties, LLC, which he owns and operates with a partner. There he is responsible for lead acquisition, general property management and tenant relations. Vipond has a Master’s Degree in Secondary Education and spent 5 years as an English and Social Studies teacher for youth in
Northeast Pennsylvania public schools. Vipond will utilize the knowledge and experienced acquired through his business history to manage various systems that will ensure the financial sustainability and successful company operations. He will be responsible for regulatory compliance, security reporting, inventory control, employee oversight, and patient identification and registry. He will also be responsible for implementing the Cultivated Care vision that matches efficient and proven business systems, of which Vipond has suited skills. Vipond is extraordinarily technology savvy and communicative, and as Director of Operations he will employ his ability to execute the company vision and express his commitment for greater efficiency and productivity.

Vice President of Quality Control

Eamon Evans will serve as Cultivated Care’s Vice President of Quality Control and is a Chemist. His career began in a small, family owned chemical company outside of Philadelphia, where he was hired immediately after graduating with honors from Temple University. As a Production Chemist synthesizing different types of chemicals applicable to the plastics industry, he executed quality control methodologies using sophisticated instrumentation. Eamon also has experience working for Agilent Technologies, a $4 billion revenue corporation that employs over 12,500 people. There, he was first employed as an inside-support sales representative. He gained valuable communication skills and became rehearsed with equipment upkeep, maintenance and replacement protocols. He then took a promoted position as Account Manager with Agilent, selling instrumentation to customers in the pharmaceutical, life sciences, environmental, forensic and chemical industries. His greatest professional achievement is being elected into Agilent’s Emerging Leaders Program, a yearlong executive training program that elite skilled employees are elected to attend. Eamon’s multi-industry expertise stems from his direct business experience with medical and chemical quality control instruments that will be directly applicable to the successful operation of Cultivated Care.

Medical Director

Dr. Matthew Haley, MD, will serve as Cultivated Care’s Medical Director, and is a family physician at Haley Family Practice in Carbondale, Pennsylvania. Dr. Haley possesses impeccable medical knowledge, as acquired in his extensive medical business history. Dr. Haley began his career in Wilkes-Barre, Pennsylvania, where he worked as an Emergency Room Physician to earn extra income while completing his residency program. After completion of his residency in 1999, he joined his family’s family practice in his hometown, the largest family practice in Lackawanna and Luzerne County, just outside of Carbondale. He continued to work as an Emergency Room Physician while he built his end of the practice. Dr. Haley has medical business experience through his daily activities at Haley Family Practice. He manages the largest family practice in Northeast Pennsylvania, employing 2 Nurse Practitioners, a physician assistant, 3 Nurses, 3 secretaries, 2 phlebotomists and 4 medical assistants. His successful Practice continues to grow and is currently constructing additional space to their facility to expand services to include imaging and pain management. Dr. Haley has also been a Hospice Medical Director for over 10 years, providing management and palliative recommendations for a vast number of physicians in Northeast Pennsylvania. Having owned and operated a medical business in Northeast Pennsylvania, his business history provides Cultivated Care a unique ability to maintain a successful and financially sustainable operation.
**Director of Security**

Tomas Tolan will serve as Cultivated Care’s Director of Security. Tolan is a veteran of the United States Navy and a retired Pennsylvania State Trooper. He has decades of unique experiences in law enforcement, including work for the FBI, DEA, US Secret Service and numerous state and local law enforcing agencies across Pennsylvania and the United States. Tolan specializes in conducting criminal and narcotics investigations. He is an experienced investigator and utilized electronic surveillance equipment and technologies including non-consensual intercepts, aerial surveillance, GPS tracking devices and was wiretap certified. Tolan is currently co-owner of Northeast Diversified Services (NDS), a full service security, investigative and consulting company. NDS has been tasked with supervising the implementation, integration and operation of security systems for Cultivated Care, and Tolan will spearhead security protocols based on his impressive security business history. NDS has, for the past several years, provided security services for a Fortune 500 Energy Company, Williams Pipeline as well as other large national and international companies involved with the Marcellus Shale region of NEPA. Cabot Oil & Gas, WPX Energy and Price Gregory Pipeline Company have all contracted Tolan and his associates for security personnel and equipment. Tolan’s company has recently expanded security provisions to include financial institutions, medical marijuana organizations and area school districts. Tolan’s security business history will enhance the stability of operations for Cultivated Care and ensure the financially sustainable operation of the company for years to come.

**Chief Pharmacist**

Jennifer Mancuso will serve as the Chief Pharmacist for Cultivated Care. A native to Northeastern Pennsylvania, she graduated from the University of Pittsburgh with a Bachelor’s of Science Degree in Pharmacy. She has extensive business history in the field of Retail and Long Term care pharmacy practice. She is currently a practicing pharmacist and owner of Figliomeni Pharmacy Care in Carbondale Pennsylvania. Jennifer began her career as a pharmacist as a retail pharmacist at Reddon's Drug Store, a multi-location, family owned pharmacy in Susquehanna, Pennsylvania. There, she was responsible for retail pharmacy duties and receiving hospital pharmacist training. Jennifer has also served as a hospital pharmacist at Marian Community Hospital in Carbondale. While at Marian, she expanded her medical business skills as a Pharmacist and nurtured her connection with her hometown community. In 2005 her husband, Michael, President and CEO of Cultivated Care, endeavored the purchase of a locally owned independent pharmacy. For 11 years Jennifer worked as a pharmacist at the multiple locations of Figliomeni Drugstore, and the family sold the retail business in 2016 to Rite Aid. The Mancuso’s continue to own and operate the long term care pharmacy, Figliomeni Pharmacy Care. Jennifer assisted in the facilitation of the development of 2 independent pharmacies in two distinct markets, and thus her business history will accelerate Cultivated Care’s position in the fledgling medical marijuana market in Northeastern Pennsylvania.

**Director of Transportation, Safety and Compliance**

Joseph Evans, a retired Vietnam disabled veteran, will serve as Cultivated Care’s Director of Transportation, Safety, & Compliance. Evans has extensive experience relating to the secure transportation of controlled products due to his 31 years of employment with the Department of Transportation’s (DOT) Federal Motor Carrier Safety Administration (FMCSA). During his time with DOT/FMCSA, Evans served as the Hazardous Materials Program Manager and was a Highway Safety
Specialist. He developed policies, evaluated new techniques, implemented complex initiatives throughout his tenure with DOT/FMCSA. After retirement, he launched Evans Transportation Safety Consulting, a company that performs compliance audits and training activities on cargo tank and explosives operations within the US, Canada and Mexico. These audits and training activities include compliance with US DOT regulations for the safe transportation of hazardous materials by motor carrier. Mr. Evans has also conducted large group training programs for major national organizations such as National Tank Truck Carriers and Association of Energy Service Companies and numerous small motor carrier and cargo tank inspection and testing operations. ETSC offers a combination of field management and investigative expertise in US Department of Transportation (DOT) regulations. His services include: review of Federal Motor Carrier Safety Administration (FMCSA) safety profile and CSA scores, evaluating a motor carrier’s, cargo tank facility or shipper’s compliance with the DOT safety regulations, assisting trucking operations in all transportation safety compliance areas. Evans is a respected authority on secure transportation, and has provided expert testimony on DOT safety matters. Evans is also a Certified Master Gardener through Pennsylvania State. His detailed knowledge of cultivation and transportation make him uniquely suited to serve as Cultivated Care’s Director of Transportation, Safety & Compliance.

**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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<td>Vipond</td>
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### SECTION 21 – OWNERSHIP

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

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

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

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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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

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

List any other persons holding an interest in the proposed site or facility, that are otherwise not
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SECTION 22 – CAPITAL REQUIREMENTS

DOH Redacted
Part F – Community Impact
(Scoring Method: 100 Points)

SECTION 23 – COMMUNITY IMPACT

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

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

Overview
Cultivated Care will have a positive impact on the community where company operations are proposed to be located in Lackawanna County. The executives and employees at Cultivated Care have extensive history in developing community involvement in local organizations and charities there. The combined experience of the leadership team at Cultivated Care is completely rooted in Pennsylvania, and even more specifically, within the northeast region. The founders of Cultivated Care are heavily involved in their home towns around the community of Scranton. The executive team members, and advisory board members are native, local community members and the entire effort at Cultivated Care will be towards the betterment of the lives of our neighbors. Qualified medical marijuana patients and caregivers, as well as the general public, deserve transparent businesses in their community, and Cultivated Care will commit to ethical, community driven business decisions. Cultivated Care owners, investors, and employees seek to be treated as members of the community as well, and be respected as a revenue generating business that benefits the community as a whole. Part of that relationship will be upheld by medical marijuana misuse prevention programs initiated by Cultivated Care, and the
other part by relationships fostered within the community that embrace the Cultivated Care brand and the company’s charitable community driven values. Having deep ties to the community of northeast Pennsylvania, Cultivated Care will hire within the community as well diverse individuals from surrounding communities that best represent the values of the company.

Community Mission
Cultivated Care’s mission statement is,

“To enrich the lives of the diverse patients we serve, help them achieve better overall health, and improve their quality of life. We are committed to working with the medical community and general population providing ongoing education and awareness. We are dedicated to our community, the belief of public service, and helping those in need.”

Cultivated Care promises to uphold the integrity of the Medical Marijuana Act and its commitment to enrich communities around the Commonwealth of Pennsylvania with employment opportunities, tax revenue, and ancillary economic growth, and Cultivated Care will provide the company’s neighbors with compassion in their pursuit of safe access to medical marijuana and greater education that may erase the stigma associated with the therapeutic use of medical marijuana, as our community was founded on the virtues of compassion for a diverse community. Cultivated Care will be fully engaged in delivering on its commitment to the community by facilitating and constantly participating in programs that positively impact the community. Part of the educational resources that the company will commit to developing will be conducting meetings at city halls, local churches, libraries and community buildings. The meetings will be tailored to the needs of the community and will leverage the content developed by the dispensary Advisory Board. A possible meeting format could include Cultivated Care facilitated space and podiums to facilitate conversations with community members after watching a series of pre-recorded videos describing the history and application of medical marijuana. Cultivated Care will foster a harmonious and productive community relationship, starting with the dispensary’s own team members and the medical marijuana patients served by the company.

Membership in Community Organizations
Cultivated Care will commit significant effort to maintaining good standing relationship with the local community and that promise is evidenced by the community engagement history of the entire and team at Cultivated Care. Michael Sparacino, Cultivated Care’s Vice President of Marketing and Sales, and Community Outreach Coordinator, will engage community leadership groups on a micro and macro scale. Cultivated Care will pursue a recognizable relationship with veterans groups, women’s organizations, developmentally disabled communities, LGBTQ(QIAP) organizations, and others that involve people of many walks of life. Local and regional merchants associations, community recreational programs, and neighborhood business associations will be solicited by Cultivated Care through a multi-step Community Outreach Plan, and by independent company efforts to sustain the funding and support for local community organizations.

Positive Impact Plan
Cultivated Care will have a positive impact on the community by maintaining a profitable, operational business that employs several members of the community. Cultivated Care will operate a fully secure facility, and it will be forbidden for unaccompanied minors to enter the facility. No medical marijuana
or medical marijuana product will be visible from the outside of the dispensary, and Cultivated Care will completely uphold its commitment to preventing unlawful diversion of property or medical marijuana products. The facility will maintain several security cameras on the interior and exterior of the building. Security cameras on the exterior of the building will have the operational capacity to monitor nearby parking, car traffic, and pedestrian traffic, and in the case of an emergency, crime, or any suspicious activity, video surveillance footage may reveal to local law enforcement critical evidence for prosecution.

Cultivated Care will seek out a Neighborhood Watch Program that coordinates crime prevention efforts among local business leaders and local residents. To further deter crimes against Cultivated Care properties and in the community, video surveillance advisory stickers, neighborhood watch stickers, and security systems signage will be strategically placed at entrances and around the exterior of the building. Cultivated Care will become a good neighbor to the local residents and businesses of Scranton and the surrounding area. Company executives at Cultivated Care will also employ themselves as Dispensary Technicians and supporting staff members to develop working relationships with business neighbors and residents on a daily basis during operational business hours.

Cultivated Care founding executive team believe deeply in the power of enriching the community through transparent business practices, and will support local institutions in their pursuit of enriching existing community programs. Many of the Cultivated Care team are involved in extracurricular activities in the very community that the permittee intends to establish operations in northeast Pennsylvania. Thomas Tolan, a retired Pennsylvania State Police Officer and Navy veteran, is deeply involved in veterans’ communities in the northeast Commonwealth. Joseph Evans, also a retired Navy veteran, is service-disabled and is committed to enriching the local community of veterans he associates with on a daily basis. Jennifer Mancuso, Chief Pharmacist at Cultivated Care, is involved in local women’s issues and is a strong supporter of empowering women in the workforce, especially in the medical field and fledgling medical marijuana industry. Furthermore, Tricia Smith will provide massage therapy and holistic care for the patient community Cultivated Care will serve, and is involved in local LGBTQ(QIAP) organizations. Many Cultivated Care team members already volunteer for efforts to combat drug abuse and homelessness in their home towns and throughout the Commonwealth. As good business neighbors, Cultivated Care will advance the enrichment of the community and sustain healthy relationships with regulators, law enforcement and local residents.

**Community Outreach Plan**

While Cultivated Care has a deep base of expertise and the proven ability to quickly develop quality content on a variety of medical marijuana related topics, the goal of the dispensary is to serve the local community based on their needs and perceptions. As a result, Cultivated Care will follow this 5-Step Program to initiate and continue community outreach efforts. The program will commence immediately following the issuing of a permit, and will be operational before sales begin. Cultivated Care will actively seek leadership stakeholders in City Council, church groups, law enforcement agencies, the local fire department, and patient advocacy groups, with a vested interest in a safe and healthy introduction to medical marijuana in the community.
Cultivated Care will arrange a public meeting with community leadership stakeholders, and during those meetings, emphasize the Community Promise and ask for community insight to the development of a local Medical Marijuana Education and Outreach Agenda. The meeting will be in the form of a public forum, and dialog will be established among influential local institutions regarding the safe access of medical marijuana to suffering patients, and the dangers of misuse, miseducation, and abstaining from conversations about illicit drug use in the community. Meetings will also discuss the limitations that County and Township Councils may impose on advertising, logo distribution, merchandising, and other branding efforts by Cultivated Care.

Workshops based on community leader and public feedback will be developed and implemented into the community. Workshops will be carefully evaluated for effectiveness, interest level and will encourage interactivity to enhance active participation. Educational programs will be developed by community leaders alongside medical marijuana experts, both internally and among trusted medical marijuana experts, and doctors, to erase the stigma of medical marijuana and its viable application to multiple serious health conditions. Possible topics of early regimented community discussions may include identifying medical marijuana abuse, safe medical marijuana storage, how to talk to your children about medical marijuana, and specific medical diagnoses that have been approved for the therapeutic use of medical marijuana.

Every 3 months community leadership stakeholders will be invited to complete a report card based on established milestones and accomplishments set forth at the previous community leadership stakeholder meeting. Workshops will be diligently reviewed by those involved and by Cultivated Care Advisory Board Members so that the company may improve community engagement for the next 3 months.

Cultivated Care will invite patients to join in participation in the community outreach program as volunteers and spokespeople. Patient volunteers will provide a perspective underdeveloped in the community, and that is from a person suffering from a debilitating medical condition that is receiving therapeutic value from the use medical marijuana. Cultivated Care will facilitate safe areas and events for voices of patients within the community to be heard.

**Diverse Patient Groups**
Cultivated Care is prepared to facilitate the dispensing of medical marijuana to diverse groups of patients, including pediatric, geriatric and severe needs patients, which will require diligent care while visiting Cultivated Care and while applying medical marijuana for their specific health condition. Community outreach coordination has commenced in the northeast region of Pennsylvania, where Cultivated Care proposes its operations be located, in an effort to positively impact the elderly community of Scranton. Northeast Pennsylvania has one of the largest aging populations throughout the Commonwealth and Cultivated Care is enthusiastic to specially serve this community in their pursuit of quality holistic healthcare options, including medical marijuana, alternative active lifestyles, and massage therapy. The elderly population, and geriatric patients, are anticipated by the largest demographic of the patient community that Cultivated Care will serve.
Cultivated Care will promote the wellness options provided by a various spectrum of medical marijuana products, specified for the use for qualifying medical conditions. Dispensary technicians and staff responsible for handling medical marijuana products and exchanging them for payment from qualifying patients and caregivers will be fully committed to customer service and will be trained on the specified application, use, and dosage for each medical marijuana product. Medical marijuana products will be childproof, and Cultivated Care will uphold its commitment to reducing the access of medical marijuana to children. However, childproof packaging may prove inaccessible for those with a dexterity handicap or severe pain in the hands. Thus, Cultivated Care will make every effort to reconcile the safety of three key community groups; children, the elderly, and the disabled. Cultivated Care facilities will be completely American Disabilities Act (ADA) compliant and the brand Cultivated Care will promote the accessibility and business from disabled patients and caregivers. One of the driving goals of Cultivated Care is to promote the normalization of medical marijuana experiences in a pharmacy setting such as the dispensary, in the comfort of patient’s homes where they may medicate and peace, and the community that will be benefited from the secure and safe operation of the dispensary. The trifecta of community involvement will be evident in routine engagement with community leaders and the public.

Cultivated Care will also develop a program committed to the wellness of police and military veterans. Cultivated Care will advance the care of military veterans suffering from post-traumatic stress disorder (PTSD) as it is uniquely permitted for the use of medical marijuana in the Commonwealth of Pennsylvania. Many states do not permit the use of medical marijuana for PTSD, and because there is minimal data on the PTSD specific medical marijuana market around the country, Cultivated Care will be diligent in their research and application of medical marijuana for the mental illness. Cultivated Care will specialize in the care for all types of medical patients, including those individuals seeking end of life care. Dr. Matt Haley, MD, is Cultivated Care’s Medical Director, and has over a decade of pain management and palliative experience as a Hospice Medical Director. Dr. Haley is a Lackawanna County native, and currently resides in Greenfield Township. Because of his close proximity to the proposed location to the dispensary and his deep rooted ties with the Lackawanna County community, Dr. Haley will be immediately accessible for community outreach efforts in regards to specific medical marijuana treatments.

Caring Dispensing Program
In addition to providing outreach and education to the community, Cultivated Care will implement a dispensing plan that helps financially or otherwise distressed patients get the medicine they need at little or no cost with priorities specified by company management. Cultivated Care has a special place in its mission to assist elderly patients. As stated previously, Dr. Haley, Cultivated Care’s Medical Director, has years of experience in hospice care, and among other special groups, routinely provides medical services to the elderly population of northeast Pennsylvania. Dr. Haley and the rest of the team at Cultivated Care know intimately the need for greater healthcare options in northeast Pennsylvania. Cultivated Care believes that the families of people in pain or suffering from a debilitating health condition qualified for the use of medical marijuana should not have to exorbitant costs for the medicine their family member needs. That is why a significant portion of the funds allocated to the Caring Dispensing Program will focus on proving medicine to patients with severe
needs. The plan will also focus on the medical needs of families of children with epilepsy and qualifying health conditions associated with severe autism. Cultivated Care understands the financial demands of a child with a disability, and Cultivated Care believes these requirements should not be exacerbated to pay for quality of life medicine. Remaining funds will go to supplying treatment to those patients that can reasonably prove a financial hardship.

The dispensing methodology will create an added benefit to the community as a whole, but will also add an improvement at the family and individual levels. Children selected for the program may see a decrease in seizure frequency, allowing them to lead a normal life. Adults in the program may see improvements in their ability to manage pain or adverse treatment side effects, perhaps enabling them to return to work, spend time with their family, or relieve the effects of chemotherapy. When combined, the relief these patients will receive from medical marijuana products purchased at Cultivated Care will lead to a happier, healthier, more active community.

Community Participation

Neighborhood Improvement Groups
Cultivated Care will participate in community and neighborhood improvement groups, including neighborhood clean-ups, planting trees in urban areas, and supporting local art installations. Michael Mancuso, Cultivated Care’s President, Chief Executive and Financial Officer, is currently on the Board of Trustees for the Carbondale YMCA, and is heavily involved with community involvement projects with that organization. Mancuso has generated millions of dollars for the YMCA through community fundraising efforts, even in the hardest of financial times for the northeast Pennsylvania region during the Great Recession. Observing the community come together to help the community’s image is an inspiration to Mancuso, but also the entire Cultivated Care team, and the staff of Cultivated Care will be encouraged to participate in volunteer efforts around their home communities to remove litter, shovel sidewalks for the elderly, and other acts of decency that don’t require a membership to a community organization.

Education Providers
Cultivated Care believes that education of the community can help further dispel the myths surrounding safe and quality access to medical marijuana, and will take extraordinary efforts to provide the community with educational resources necessary to form unbiased and informed decisions regarding medical marijuana. Cultivated Care will host monthly events at the proposed location of the dispensary facility designed to educate medical marijuana patients on the responsible consumption, differing applications of, and dose management of medical marijuana. Monthly educational events will also focus on proper storage of medical marijuana products and strategies to keep medical marijuana products out of the reach of children and unqualified individuals. Monthly seminars will be held in a town hall format and community members will be encouraged to voice their opinions and beliefs surrounding medical marijuana in their community.

Cultivated Care will hire a medical education liaison that will fulfil the company’s goal of consulting with local physician offices on the proper application of medical marijuana. Cultivated Care feels that medical marijuana should be implemented into traditional medicinal practice and medical
professionals should embrace the therapeutic power of medical marijuana. In pursuit of that belief, Cultivated Care will do its best to educate local physicians on the benefits medical marijuana may offer for the qualifying health conditions set forth by the Medical Marijuana Act.

Cultivated Care will reach out and facilitate a working relationship with medical institutions in Scranton and the surrounding area, including the Geisinger Commonwealth School of Medicine and The Wright Center. Medical Director, Dr. Matt Haley, MD, will work with institutional professionals to best facilitate research relating to medical marijuana’s medical application, and to educate medical students on alternative forms of medicine, including medical marijuana. Dr. Haley knows several medical marijuana patients participating in regulated dispensary activities in other states and is prepared to invite them to northeast Pennsylvania to volunteer their voices in support for the use of medical marijuana to treat severe health conditions.

**Lung Cancer Alliance**
Cultivated Care reserves a special space for those suffering from lung cancer and other respiratory health conditions. Michael Sparacino, Cultivated Care’s Community Outreach Coordinator, lost his grandfather to lung cancer in 2001, and his father to the same cancer in 2015. Sparacino knows too well the heartache felt from losing somebody to the disease and as such Cultivated Care was founded on the guiding principles to raise awareness and funding for research associated with the prevention and treatment of lung cancer. The Lung Cancer Alliance – Pennsylvania is the leading and highest rated nonprofit organization dedicated to fighting lung cancer in the Commonwealth. Since 1995 the organization has served a critical role in major advances in lung cancer research. The Alliance will help Guide Cultivated Care business decisions and daily interactions with the community of medical marijuana patients by providing information regarding the education, detection, treatments, and consequences of lung cancer. Cultivated Care shares a similar mission to the Alliance in that each team member will execute an effective strategy based on experience in health care to provide consistent quality care to medical patients. The Alliance will further help advance conversations related to lung cancer and share insight on the treatment of lung cancer using medical marijuana.

**Medical Marijuana Organizations**
Cultivated Care will be an active participant in Medical Marijuana organizations, such as the National Cannabis Industry Association and the Marijuana Policy Project. The two organizations work to dispel myths surrounding medical marijuana as both a vital medicine to millions of people nationwide, and medical marijuana organizations as functional and responsible businesses in local communities. NCIA and MPP both have outlined business strategies that Cultivated Care may implement to help maximize the company’s positive community impact. Cultivated Care will work closely with established business leaders in medical marijuana dispensaries from established medical marijuana networks around the country by attending seminars, workshops and medical marijuana industrial technology symposiums.

**Sobriety Advocacy Groups**
Cultivated Care believes firmly in the values of sobriety and a drug-free life. The executive team at...
Cultivated Care will create a positive impact on the community by sponsoring drug education programs at local elementary, middle, and high schools, and provide resources for sobriety activist groups such as Mothers Against Drunk Driving (MADD), Students Against Destructive Decisions (SADD), and Drug Abuse Resistance Education (DARE). Cultivated Care will only endorse legal and safe consumption of medical marijuana and actively maximize efforts to preventing unlawful use, especially by minors. Drug safety and avoidance education will be paramount to Cultivated Care’s community outreach campaigns.

**NEPA Rainbow Alliance**

Cultivated Care has reached out to LGBTQ(QIAP) organization in the northeast Pennsylvania region to maximize efforts to include communities of all walks of life. The Northeast Pennsylvania Rainbow Alliance provides education, support, and advocacy for LGBTQ(QIAP) individuals and families while working to advance fairness and equality in the community. NEPA Rainbow envisions a future where all people in northeastern Pennsylvania can live openly and free from fear and where individuals, organizations, and businesses work collaboratively to provide an equal, inclusive community. NEPA Rainbow will educate and empower Cultivated Care employees to create strategic, peer driven, sustainable program overseen by trained leadership in the company. NEPA Rainbow will help facilitate Safe Zone trainings, in which experts in the LGBTQ(QIAP) community will express strategies for raising awareness of gender and sexual identity in the workplace. Cultivated Care will also participate in NEPA Rainbow fundraisers and events sponsored by the organization.

**Keystone Warriors**

The executive team at Cultivated Care will support the Keystone Warriors organization a local nonprofit 501(c) 3 organization, affiliated with the Wounded Warrior Project, that addresses veteran needs. Keystone Warriors is a nonprofit corporation that aids Wounded Warriors by raising public awareness and seeking public support for programs and services to assist Wounded Warriors. The organization provides financial, mental, and physical support, with funds donated to Keystone Warriors going to support post-9/11 veterans and their families within Pennsylvania. Support takes the form of counseling, mentorship, physical training, financial counseling, and providing direct resources such as groceries and toiletries. In addition to annual monetary donations, Cultivated Care will supply resources in the form of volunteering and meeting space facilitation if the opportunity presents itself. Paul Spurgin, the President of Keystone Warriors is committed to working with Cultivated Care to establish an ongoing employment program for local veterans. This will provide Cultivated Care with a diverse pool of eligible applicants, and allow Keystone Warriors to provide local veterans with secure employment. Cultivated Care will provide information and education about combat-related injuries such as post-traumatic stress disorder and traumatic brain injury, and make reasonable accommodations for the employment of service disabled veterans.

**United Neighborhood Center**

Cultivated Care will engage in the United Neighborhood Center’s Active Older Adults Programs, in which the organization coordinates events at 4 major area senior centers. The organization has provided great insight on programs Cultivated Care can develop and participate in that will have a positive impact on the elderly community of northeast Pennsylvania. The executive team at Cultivated
Care have established connections with the senior centers that the UNC facilitates activities in pursuit of knowledge on how to collaborate with the centers’ education and outreach initiatives. Community outreach efforts that target elderly individuals will be a sustaining component to Cultivated Care’s operation, and the UNC provides outstanding resources that Cultivated Care will utilize to have a long lasting positive impact on the elderly community.

**Northeast Rehabilitation Associates**

Cultivated Care has established a cooperative partnership with Northeast Rehabilitation Associates, the largest pain management practice in Northeast Pennsylvania, to help meet the needs of this large and diverse patient community. With the help and guidance of Dr. Christopher Connor, D.O., Cultivated Care will create unique and engaging educational seminars to help patients better understand the scientific underpinnings of the relief that medical cannabis can provide. Dr. Connor is enthusiastic about the opportunity to include medical cannabis into his regimen of available treatments for several reasons. First, the majority of his practice involves caring for individuals with chronic pain. This new treatment has the potential to provide relief that traditional pharmaceutical remedies cannot. Second, medical cannabis provides a non-habit forming alternative to opioid use. As the prevalence of those living with chronic pain continues to grow, sadly the treatment options have not. More concerning is the opioid epidemic facing our healthcare field and nation. By partnering with Northeast Rehabilitation Services, Cultivated Care will be able to access and educate the largest patient group that meets the conditions defined by state regulations.

**Local Commitment to Hiring**

Cultivated Care will always strive to hire the best person that will fulfil the goals of the company as it relates to exceptional care and respect for the community. The executive team of Cultivated Care is mostly composed of lifelong residents of northeastern Pennsylvania and the entire team recognizes the potential of the local community workforce. The people of northeast Pennsylvania have a well-deserved reputation for being blue collar, family oriented, and very hard working individuals. Cultivated Care will make every possible attempt to hire local talent and will recruit potential applicants from a variety of community engagement methods, including local print advertising and social media campaigns.

**Charitable Donations**

Cultivated Care is prepared to provide significant charitable donations to causes and institutions that share common goals of inclusivity and community enrichment as Cultivated Care. Cultivated Care will commit a percentage of profits to community organizations, which will amount to 10% of all profits, split among a selected group of organizations.

**Pockets Full of Hope**

Cultivated Care will make substantial charitable contributions to the Pockets Full of H.O.P.E., Inc., an establishment that provides housing and support for recovering addicts and their families. Pockets Full of H.O.P.E. works out of Just Believe Recovery Center in Carbondale, just north of the town of Scranton, where Cultivated Care intends to establish its primary dispensary location. The organization
helps recovering drug addicts and alcoholics in their pursuit to live a sober and normal life. Their alcohol and drug rehabilitation programs offer clients a complete continuum of care, from detoxification to returning to live in the community with the necessary tools and structure which supports sobriety.

**St. Joseph’s Center**
Cultivated Care is committed to enriching an already established working relationship with St. Joseph’s Center, an organization in Scranton committed to providing multifaceted services to individuals diagnosed with intellectual or developmental disabilities, as well as pregnant women, young families, couples hoping to adopt and people who require outpatient therapy. All St. Joseph’s services are rooted its core values of care, concern, compassion, and commitment, all of which are shared virtues of Cultivated Care. Michael Sparacino, Community Outreach Coordinator for Cultivated Care, already participates as a volunteer for the Steamtown marathon that benefits the Center, and Cultivated Care executives will sponsor and attend the Center’s annual golf fundraiser.
Attachment A: Signature Page

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

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

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

FEES:
- Initial Application Fee
- Initial Permit Fee

APPLICATION:
- Completed Application

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

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

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

<table>
<thead>
<tr>
<th>File Name</th>
<th>Name of Document</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivated Care_03182017_Dispensary_Supplemental Attachment Section 9A</td>
<td>Employee Qualifications, Duties, and Training</td>
<td>Number of positions outnumbered available spaces on application.</td>
</tr>
<tr>
<td>Cultivated Care_03182017_Dispensary_Supplemental Attachment Section 9B</td>
<td>Positions to be Filled During Start-Up Phase</td>
<td>Number of positions outnumbered available spaces on application.</td>
</tr>
<tr>
<td>Cultivated Care_03182017_Dispensary_Supplemental Attachment Mission Statement</td>
<td>Mission Statement</td>
<td>Application mission statement.</td>
</tr>
<tr>
<td>Cultivated Care_03182017_Dispensary_Supplemental Attachment Section 23A</td>
<td>Community Impact Letters</td>
<td>Letters of support from community organizations.</td>
</tr>
<tr>
<td>Cultivated Care_03182017_Dispensary_Supplemental Attachment Section 23B</td>
<td>Sample of Community Outreach Bulletin</td>
<td>Community outreach newsletter.</td>
</tr>
</tbody>
</table>

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

**Signature**

Jennifer Vipond

**Title in Applicant’s Business**

Managing Partner

**Date**

3/18/17

**Printed Name**

Jennifer Vipond

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

**Signature**

**Title in Applicant’s Business**

**Date**

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

________________________________________  ____________________________  ____________
Signature                  Title in Applicant's Business        Date

________________________________________
Printed Name

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
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: | VHEMS, LLC |
| Trade names and DBA (doing business as) names: | Cultivated Care |
| Principal Business Address: | 457 Craig Rd. |
| City: Dalton | State: PA | Zip Code: 18444 |

DOH Redacted
CERTIFICATE OF ORGANIZATION-DOMESTIC LIMITED LIABILITY COMPANY
DSCB: 15-8821(rev. 2/2017)

In compliance with the requirements of 15 Pa.C.S. § 8821 (relating to certificate of organization), the undersigned, desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company is:

   VHEMS LLC

2. The address of this limited liability company's registered office in this Commonwealth is:

   457 Craig Road
   Dalton, PA 18414
   County of Lackawanna

3. The name of the organizer is:

   R. W. Worthington, Jr.

Date: February 24, 2017

   R. W. Worthington, Jr.
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-0754229. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

<table>
<thead>
<tr>
<th>Form</th>
<th>Date</th>
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<tr>
<td>941</td>
<td>04/30/2018</td>
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<tr>
<td>940</td>
<td>01/31/2019</td>
</tr>
<tr>
<td>1065</td>
<td>03/15/2018</td>
</tr>
</tbody>
</table>

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

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

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

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

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the bottom of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

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

Thank you for your cooperation.
Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations

Return document by mail to:
M. Burr Keim Company
Name
Address
City State Zip Code

Registration of Fictitious Name
DSCB:54-311
(rev. 2/2017)
TC0170227JF1612

Return document by email to: info@m гарантию.com

Fee: $70

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

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is:
   CULTIVATED CARE

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is:
   Dispensary

3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):
   457 Craig Road, Dalton, PA 18414
   Lackawanna
   Number and street City State Zip County

4. The name and address, including number and street, if any, of each individual interested in the business is:
   Name Number and Street City State Zip
   N/A

Read all instructions prior to completing. This form may be submitted online at https://www.corporations.pa.gov.
5. Each entity, other than an individual, interested in such business is (are):

<table>
<thead>
<tr>
<th>VHEMS LLC</th>
<th>Limited Liability Company</th>
<th>PA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td><strong>Form of Organization</strong></td>
<td><strong>Organizing Jurisdiction</strong></td>
</tr>
<tr>
<td>457 Craig Road, Dalton, PA 18414</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Principal Office Address</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>PA Registered Office, if any</th>
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<tbody>
<tr>
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</tr>
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<td><strong>Principal Office Address</strong></td>
</tr>
<tr>
<td><strong>PA Registered Office, if any</strong></td>
</tr>
</tbody>
</table>

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. (Optional): The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this

24th day of February 2017

____________________________________  ______________________________________
Individual Signature  Individual Signature

____________________________________  ______________________________________
Individual Signature  Individual Signature

VHEMS LLC  Entity Name

__________________________  ____________________________
Signature  Signature

R. W. Worthington, Jr., Authorized Person  Title

__________________________  ____________________________
Entity Name  Signature

Title
LIMITED LIABILITY COMPANY OPERATING AGREEMENT

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “Agreement”) dated February 24, 2017 relating to VHEMS LLC (the “Company”) is by and among MICHAEL SPARACINO, JESSE VIPOND, FAMON EVANS, MICHAEL MANCUSO, MATTHEW HALEY, and those persons who hereafter join in the Company by executing a Joinder Agreement which shall be established by the Company as soon as practicable and attached hereto as Exhibit A at such time (such persons are sometimes referred to individually as a “Member” and collectively as “Members”).

BACKGROUND

The Members have formed the Company for the purpose of owning and operating CULTIVATED CARE, a medical marijuana dispensary, as well as for the purpose of carrying on any other lawful business, purpose or activity which a Pennsylvania limited liability company is not prohibited from carrying on. The Members shall own the entire equity interest in the Company at the time of its formation and wish to protect against ownership of an equity interest in the Company by persons who are not willing or able to carry out the intent of the Members in forming the Company. Accordingly, the Members have agreed to restrict transferability of equity interests and provide for certain other matters relating to the Company, all as is more fully described in this Agreement.

NOW THEREFORE, the Company and the Members, in consideration of the foregoing and of the mutual covenants contained herein, and intending to be legally bound hereby, agree as follows:

ARTICLE 1.

OFFICES

1.1 Principal Office. The principal office of the Company shall be located at such place as the Members shall designate. The Company may have such other offices as the Members may designate or as the business of the Company may from time to time require.

1.2 Registered Office. The registered office of the Company, required by the Pennsylvania Limited Liability Company Act (the “Statute”) to be maintained in the Commonwealth of Pennsylvania, is 457 Craig Road, Dalton, PA 18414. The registered office may be changed from time to time by action of the Members and by filing the prescribed form with the Pennsylvania Secretary of State.

1.3 Filing of Certificates. The Members have caused a Certificate of Organization to be prepared and filed in accordance with the Statute. The Manager (as hereinafter defined) is authorized to file and record any documents required by or appropriate under the laws of any jurisdiction in which the Company shall carry on its business or otherwise necessary or appropriate in connection with the preservation of the limited liability of the Members.
ARTICLE 2.

MEETINGS

2.1 Annual Meeting. The annual meeting of the Members shall be held on first Monday of February each year, beginning with the year 2018 at the principal office of the Company, or on such other date or at such other place as the Members shall determine, for the purpose of electing Officers (as more fully-described in Article 10 herein) and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall not be a business day, such meeting shall be held on the next succeeding business day. If the election shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Members shall cause the election to be held at a special meeting of the Members as soon thereafter as it may conveniently be held. The failure of the Company to hold any annual meeting on the designated date shall not in any manner render the acts of the Company invalid, or otherwise adversely affect such acts.

2.2 Regular Meetings. The Members may, by resolution, prescribe the time and place for the holding of regular meetings and may provide that the adoption of any such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified by the Manager in the notice of each such regular meeting. The Company may, but shall not be required, to conduct regular meetings.

2.3 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager or by any Member. The Company may, but shall not be required to, conduct special meetings.

2.4 Notice of Meeting. Written or telephonic notice stating the place, day and hour of any meeting and, in case of a special meeting, the purposes for which the meeting is called shall be delivered not less than five days before the date of the meeting, either personally or by mail, by or at the direction of the Manager, to each Member of record. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her address as it appears on the books of the Company, with postage thereon prepaid. When all of the Members of the Company are present at any meeting, or if some, but not all, of the Members are present and those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

2.5 Quorum. At any meeting of the Members, 51% of the then issued and outstanding Units of LLC Interests (as such terms are hereinafter defined), represented in person or by proxy, shall constitute a quorum at a meeting of the Members. If less than said percentage of the interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such reconvened meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly convened meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.
2.6 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his/her duly authorized attorney-in-fact. Such proxy shall be filed with the Manager of the Company before or at the time of the meeting. No proxy shall be valid after three months from the date of execution thereof, unless otherwise provided in the proxy.

2.7 Voting by Certain Members. Any LLC Interest (as defined within Section 4.1 of this Agreement) held in the name of a corporation, partnership or company, may be voted by such officer, partner, agent or proxy as the charter documents of such entity may determine. If a Member dies or a court of competent jurisdiction adjudges him to be incompetent to manage his/her property, the Member’s executor, administrator, guardian or personal representative may exercise all of that Member’s rights for the purpose of settling his/her estate or administering his/her property.

2.8 Manner of Acting.

(a) Formal Action by Members. Unless otherwise set forth in this Agreement, the affirmative vote of the holders of at least 51% of the then outstanding Units of LLC Interests (the “Required Majority”) shall be the act of the Members.

(b) Three-Fourths Vote Required. The affirmative vote or consent of three-fourths of LLC Interests held by the Voting Members shall be required to authorize a manager, Member, or other person to do any act on behalf of the company that contravenes the certificate of organization or a written provision of the operating agreement, including, without limitation, any provision that expressly limits the purpose, business or affairs of the company or the conduct thereof.

(c) Procedure. The Manager of the Company shall preside at meetings of the Members. If the Manager is a Member, he/she shall have all rights and duties of Members at the meeting, including but not limited to the rights to move or second any item of business and to vote. If the Manager is not a Member, he/she shall have no such rights, but he/she will preside at the meetings. A record shall be maintained of the meetings of the Members. The Members may adopt their own rules of procedure, which shall not be inconsistent with this Agreement.

(d) Presumption of Assent. A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his/her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail, return receipt requested, to the secretary of the meeting within five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

(e) Informal Action of Members. Unless otherwise set forth in this Agreement or otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the Required Majority.

2.9 Telephonic Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting
can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section 2.9 shall constitute presence in person at such meeting.

ARTICLE 3.

FISCAL MATTERS

3.1 Fiscal Year. The fiscal year of the Company shall begin on the first day of January and end on the last day of December of each year, unless otherwise determined by resolution of the Members.

3.2 Deposits. All funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Manager or the Members may select.

3.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Manager or by such Member or Members as the Members may specify.

3.4 Loans. No loans shall be contracted on behalf of the Company and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

3.5 Contracts. The Members may authorize any Member or agent of the Company to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

3.6 Accountant. An Accountant may be selected from time to time by the Members to perform such tax and accounting services as may, from time to time, be required. The Accountant may be removed by the Members without assigning any cause.

3.7 Legal Counsel. One or more Attorney(s) at Law may be selected from time to time by the Members as the Company's Legal Counsel to review the legal affairs of the Company and to perform such other services as may be required and to report to the Members with respect thereto. The Legal Counsel may be removed by the Members without assigning any cause.

ARTICLE 4.

LIMITED LIABILITY COMPANY INTERESTS

4.1 Limited Liability Company. Limited Liability Company Interests (the “LLC Interests”) are the personal property of each Member representing an equity interest in the Company and may, if only so desired by Members, be evidenced by a Certificate of Limited Liability Company Interest (“LLC Interest Certificate”) issued by the Company. The Company shall be authorized to issue units (“Units”) of LLC Interests and to admit new Members in respect of such LLC Interests. Initially, each Member shall receive such number of Units as corresponds to his/her Profit Percentage, as set forth on Schedule A, described in Section 5.1 below. The Company may issue Units of LLC Interests for cash, property, promissory note, services performed or to be performed, as incentive compensation, or for any other consideration determined by the Members to be appropriate. The Company also may issue rights, warrants, options,
convertible securities or indebtedness, or other rights, which are exercisable for or convertible or exchangeable into Units of LLC Interests. The Company may, with the consent of the Required Majority, issue Units, in one or more series or classes, such series or classes to have such designations, powers, preferences, rights, qualifications, limitations and restrictions as the Required Majority determine, which determination or determinations, as the case may be, shall be set forth in a written instrument signed by the Required Majority, which written instrument shall be kept with the Company records. LLC Interests may be issued only with the consent of the Required Majority.

ARTICLE 5.

CAPITAL MATTERS, DETERMINATION OF PROFIT AND LIQUIDATION PERCENTAGES

5.1 Initial Contributions. Set forth in Schedule A hereto opposite the name and address of each Member is, among other things, his/her (i) initial capital contribution ("Capital Contribution") and (ii) percentage share in the profits of the Company ("Profit Percentage"). The initial Capital Contributions have been heretofore made or shall be made within five (5) business days after request thereof by the Manager.

5.2 Capital Accounts. A capital account (a "Capital Account") shall be established for each Member in the amount of such Member’s initial Capital Contribution. A Member’s Capital Account shall be maintained in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv) and shall be increased by:

(a) the amount of any subsequent capital contribution made by such Member; and

(b) the amount of income or gain allocated to such Member pursuant to this Agreement; and shall be decreased by:

(c) the amount of loss or deduction or non-deductible expenditure allocated to such Member pursuant to this Agreement; and

(d) the amount of any distribution to such Member.

5.3 Limit of Liability. Except as otherwise provided by law, the liability of each Member shall be limited to the aggregate amount of the capital contributions which such Member has made or is otherwise legally obligated to make in accordance with the provisions of this Agreement and the Members shall have no further personal liability to contribute money to, or in respect of, the debts, liabilities, contracts or any other obligations of the Company, nor shall the Members be personally liable for any obligations of the Company.

5.4 Capital Contributions. Subject to Section 5.7 below, a Member shall not be required to lend any funds to the Company or to make any further capital contribution to the Company after his/her initial Capital Contribution is paid. A Member shall not have any obligation to the Company or to any other Member to restore any negative balance in his/her capital account. No Member may withdraw capital or receive any distributions except as specifically provided herein. No interest shall be paid by the Company on any capital contributions to the Company.
5.5 Calculation of Profit Percentages. The Profit Percentage of each Member shall be determined by dividing such Member's total number of issued and outstanding Units held by the total number of issued and outstanding Units of the Company's LLC Interests held by all Members.

5.6 Adjustments to Capitalization Schedule. At any time that there is an event that would cause the information set forth on Schedule A to become no longer current (such as, but not necessarily limited to (i) the making of additional Capital Contributions by any Member, (ii) the admission of new Members, (iii) the Transfer of any LLC Interest, or (iv) the issuance of additional Units to any existing Member), Schedule A shall be deemed to be appropriately modified and adjusted to take into account the event which makes such modification and adjustment necessary. Within a reasonable time after each such event, the Manager shall cause an updated Schedule A to be prepared, which updated Schedule A shall be available for review by the Members at the principal office of the Company.

5.7 Additional Capital Contributions.

(a) If, at any time or times hereafter, the Company requires funds in excess of the funds provided by the Members prior thereto, the Manager shall give written notice of such fact to all the Members, specifying in reasonable detail the amount and purpose of such required funds. Unless a Required Majority determines otherwise, the Company shall attempt to raise such funds through third party debt or equity. In the event that (i) the Company is unable, in whole or in part, to raise such funds from third parties, or (ii) the Required Majority does not desire to raise such funds from third parties, then the Company shall raise such funds that constitute Necessary Funds (as defined below) from the Members. With respect to all such required funds that constitute Necessary Funds, the Manager shall send written notice of a capital call to all Members indicating the total amount of capital needed (the "Capital Call Notice"). Within thirty (30) days after delivery of the Capital Call Notice, each Member shall contribute to the Company his/her proportionate share of the total amount of capital required as set forth in the Capital Call Notice, determined by dividing the number of Units held by such Member by the total number of Units outstanding. Each Member shall receive additional Units in exchange for such Member's capital contribution based upon the Appraised Value thereof (as described in Section 7.10 below).

(b) If any Member fails to make additional capital contributions required pursuant to a Capital Call Notice (a "Defaulting Member"), the remaining Members each shall make loans to the Company ("Member Loans") in an amount equal to their proportionate share thereof, determined as set forth in the last sentence of paragraph 5.7(a) above (or in such other proportion as the Members may mutually agree). In such event, the Company shall use all commercially reasonable efforts to cause the Defaulting Member to make capital contributions required of the Defaulting Member (together with such other amounts as may be payable pursuant to paragraph 5.7(c) below) and, if and when the Company succeeds in such effort, the Company shall utilize such capital contributions to repay all Member Loans made by the remaining Members, together with interest thereon at the rate of ten percent (10%) per annum. In any event, the Company shall repay all Member Loans (together with interest) prior to making any distributions of profits. In addition, and notwithstanding the provisions of Sections 9.1 and 13.2 below, no Defaulting Member or any future holder of such Defaulting Member's Units shall be entitled to receive any distribution of profits until all other Members shall have received their full share of profit distributions pursuant to paragraph 9.1(a) or 13.2(a) below, as the case may be.

(c) In the event that any Defaulting Member fails to make any required additional capital contributions when required pursuant to paragraph 5.7(a) above, such Defaulting Member shall, in
addition to the payment of required additional capital contributions, pay to the Company (i) interest on the amount of the required additional capital contributions at the rate of twelve percent (12%) per annum from the date that such additional capital contributions should have been made, (ii) all costs and expenses incurred by the Company to collect the required additional capital contributions and/or other amounts payable under clauses (i) or (ii) of this paragraph 5.7(c), including reasonable attorneys' fees and costs, and (iii) any other damages which the Company can demonstrate were caused, in whole or in part, by the Defaulting Member's failure to make required additional capital contributions.

(d) If a Defaulting Member fails to make additional capital contributions required pursuant to any Capital Call Notice, then, in addition to any other remedies that they may have hereunder or at law or in equity, the other Members (the “Nondefaulting Members”), if they unanimously agree, shall have the right to: (i) determine that the Member Loans made by them are capital contributions; or (ii) terminate and dissolve the Company. In the event that the Nondefaulting Members elect to treat the Member Loans as capital contributions, then effective as of the date of such election, additional Units shall be issued to the Nondefaulting Members on a pro rata basis in amounts necessary to cause (A) the aggregate Profit Percentages of the Nondefaulting Members to be increased, and (B) the Profit Percentage of the Defaulting Member to be reduced, in each case by the percentage amount obtained by subtracting from the Defaulting Member's Profit Percentage in effect immediately prior to the election by the Nondefaulting Members, the product of (X) the Defaulting Member's Profit Percentage in effect immediately prior to such reduction, multiplied by (Y) a fraction, the numerator of which equals the amount requested of the Defaulting Member in the applicable Capital Call Notice, and the denominator of which shall be the gross aggregate amount of all capital contributions made to the Company by the Members immediately prior to the election to treat Member Loans as capital contributions. The Members hereby acknowledge to one another that because of the great likelihood of damage that may result and the difficulty in calculating the damage that may result from a failure of a Member to make a capital contribution when required, the agreement set forth herein permitting the Nondefaulting Members to elect to effect reductions of the Profit Percentage of a Defaulting Member for failure to make a required contribution and the basis of calculation for such reductions have been openly and freely negotiated and have been approved as fair and reasonable by the Members as parties who are sophisticated in business, real estate and finance.

(e) As used herein, “Necessary Funds” shall mean all funds needed by the Company which are in excess of the aggregate amount of the Company's reserves for such purpose to: (i) pay and perform when due the Company's covenants and obligations under any leases, contracts, agreements, notes, insurance policies, mortgages, commitments and other instruments to which the Company is or shall be a party or by which it or its assets shall be bound, and which were duly and properly approved and authorized by the Members, (ii) pay when due all taxes affecting the Company or any of its assets, (iii) comply with all legal requirements and insurance requirements now or hereafter in force which shall be applicable to the Company or any of its assets, (iv) pay when due the employees and creditors of the Company, where such employees were hired with the approval of the Members and debt to such creditors was approved by the Members, and (v) carry out any purchase, transaction or project, where funds required therefor have been expressly determined by the Required Majority to be “Necessary Funds”.

(f) The provisions of this Section 5.7 are intended to be for the benefit of the Company and the Members only. No third party shall have the right to rely on the provisions of this Section 5.7 for any purpose.
ARTICLE 6.

ALLOCATIONS OF PROFITS AND LOSSES

6.1 Net Profits and Losses. The “Net Profits and Losses of the Company” shall be the net profits and losses of the Company for Federal income tax purposes as shown on the returns filed by the Company with the Internal Revenue Service, and as shall be further defined in an Exhibit B, which shall be established by the Members as soon as practicable after the date hereof and attached hereto at such time.

6.2 Allocation of Tax Items. Net Profit, Net Profit on Sale, Net Loss and Net Loss on Sale (as such terms may be defined in Exhibit B) of the Company and each item of income, gain, loss, deduction or credit entering into the computation thereof may be allocated to the Members each year in accordance with Schedule A or Exhibit B.

6.3 Allocations to Reflect Transfers of Interest. Upon the Transfer (as hereinafter defined) of all or any part of the LLC Interest of a Member as herein provided, Net Profit and Net Loss attributable to the LLC Interest so Transferred shall be allocated between the transferor and transferee as of the effective date of the Transfer, and such allocation shall be based upon the number of days during the applicable fiscal year of the Company that the Interest so transferred was held by each of them, without regard to the results of Company activities during the period in which each was the holder; provided, however, that Net Profit on Sale and Net Loss on Sale attributable to asset sales or other capital events shall be allocated in accordance with the Interests in the Company as held on the date of the asset sale or other capital event giving rise to such Net Profit on Sale or Net Loss on Sale. Distributions shall be made to the holder of record of the LLC Interest on the date of distribution.

ARTICLE 7.

TRANSFER OF LIMITED LIABILITY COMPANY INTERESTS

7.1 Restrictions on Transfers of LLC Interest. No Member shall, in any manner, convey, sell, transfer, pledge, bequeath, donate, assign, encumber or otherwise dispose of, whether voluntarily or involuntarily, including, but not limited to, pursuant to judicial order, legal process, execution, attachment or otherwise (each such transaction being referred to herein as a “Transfer”) any LLC Interest which he/she now owns or hereafter acquires, except as expressly set forth in this Agreement. Any attempted Transfer of any LLC Interest, or any interest or right therein, made in violation of this Agreement shall be null and void. The transferee of such LLC Interest shall not be entitled to have such LLC Interest Transferred upon the books of the Company and no person shall be entitled to receive distributions thereon until such Transfer is rescinded.

7.2 Transfers to the Company. A Member may Transfer all or any part of his/her LLC Interest to the Company at such price and on such terms and conditions as they may agree.

7.3 Transfers to Family. Any Member may Transfer, at any price and in any way, either inter vivos or by will or intestacy, any part or portion of said Member's LLC Interest (a) to his or her spouse or issue, (b) to any bona fide trust or trusts solely for the benefit of his/her spouse or issue, or for spouses of his/her issue, or (c) to any limited partnership the sole general partner of which is a Member and which has no
partners or members other than a Member, his or her spouse or issue, and/or spouses of his/her issue; provided, however, any transferee pursuant to this Section 7.3 shall, prior to the Transfer of any LLC Interests to such transferee, agree in writing to, and shall, be bound by and to all of the provisions of this Agreement.

7.4 Transfers to Members. A Member may Transffer any portion of his/her LLC Interest (or any part thereof) at any time, either inter vivos or by will or intestacy, without the approval of the remaining Members to another Member; provided that such LLC Interest shall continue to be subject to all of the provisions of this Agreement.

7.5 Transfers with Consent. A Member may Transfer all or any portion of his/her LLC Interest if he/she shall have received the prior written consent of Members who hold a Required Majority.

7.6 Purchase Right of Company Upon Certain Events. In the event of (i) a Member's death or bankruptcy, or (ii) an involuntary Transfer of any LLC Interest which is or is held to be legally enforceable notwithstanding the provisions of this Section 7.6, then, unless the business of the Company is not continued in accordance with Article 13 below, the Company and the Members shall have the right, but not the obligation, to repurchase such Member's LLC Interests at the Appraised Value (as defined in Section 7.8 below), in which event the Member, or estate of the deceased Member, or other transferee in such involuntary Transfer, as the case may be, shall sell the same to the Company or the Members, as the case may be. Otherwise, the Company shall be dissolved in accordance with Article 13 of this Agreement subject to the continuation rights set forth in such Article 13. Any election to repurchase under this Section 7.6 shall be made by Members holding the Required Majority and shall be made within 90 days after (i) the applicable Member or other person's death or bankruptcy, or (ii) the receipt of notice by the Members of the involuntary Transfer. Any such repurchase by the remaining Members shall be made on a pro rata basis calculated based upon the total number of Units of LLC Interests held by each such Member, unless otherwise agreed by the Members. Closing on such repurchase shall occur within twelve (12) months from the date of such death or bankruptcy. If the Company is continued pursuant to Article 13 and the Company and the Members do not make the election to repurchase under this Section 7.6, the Member or, if and as applicable, his/her executor, administrator, guardian or other legal representative, or heirs immediately and without any affirmative action by any person shall be deemed to be the Member(s) and the holder(s) of the Member's LLC Interest in the Company. If the Company and the Members do not make the election to repurchase under this Section 7.6, the provisions of this Section 7.6 shall again apply in the event that there shall be a subsequent event which falls within the scope of this paragraph. For example, if the Company and the Members do not make an election under this paragraph to repurchase upon the retirement of a Member, the provisions of this Section 7.6 shall again apply upon the death of such Member. The provisions of this paragraph also shall apply to any assignee or transferee of all or any portion of a Member's LLC Interest.

7.7 Termination Events Regarding Members. In the event of a Member's death or bankruptcy, then unless the Company is continued pursuant to Article 13 below, the Company shall be dissolved in accordance with such Article 13. If the Company is continued pursuant to Article 13, the Member or, if and as applicable, his/her executor, administrator, guardian or other personal representative, or heirs immediately and without any affirmative action by any person shall be deemed to be the assignee(s) of the Member, and therefore shall be deemed to be the holder(s) of the Member's LLC Interests in the Company.
7.8 Appraised Value. In the event that this Agreement requires that an "Appraised Value" be determined, the Manager shall notify the other Members of an intent to value LLC Interests by the appraisal procedure set forth below.

(a) The Affected Member (as defined below) and those Members other than the Affected Member (the "Remaining Members") may agree on the Appraised Value within twenty (20) days from the delivery of the notice of election to establish the Appraised Value. If the Appraised Value is not agreed upon by the Remaining Members and the Affected Member within twenty (20) days from the delivery of the notice of such election, the Appraised Value shall be determined by two appraisers, one to be selected by the Affected Member and one to be selected by the Remaining Members; provided, however, if the Remaining Members and the Affected Member so agree, the Appraised Value may be determined by one appraiser selected jointly by the Remaining Members and the Affected Member. Each appraiser selected hereunder shall have performed at least two business appraisals for a state or federal court proceeding or a financial institution, within the last two years. Each such appraiser shall be disinterested, objective and without any business dealings with any of the Members prior to his/her appointment. The Company and each of the Members shall fully cooperate with each appraiser selected hereunder in order to permit each such appraiser to adequately perform his/her appraisal. The Appraised Value shall be the average of the valuations determined by such appraisers; provided, however, that (i) if the difference between the valuations is more than 50% of the lower valuation, then the Appraised Value shall be equal to the average of such valuations plus 10% of such average; (ii) if a party fails to select an appraiser within thirty (30) days from the date of receipt of the written request from the other party for appointment of his/her appraiser, or if an appraiser fails to submit his/her valuation to all Members and the Company within sixty (60) days from the date of his/her appointment, then the Appraised Value shall be the valuation of the other appraiser; and (iii) if the parties shall have selected only one appraiser, then the Appraised Value shall be the valuation of such appraiser. The expenses of any such appraisal shall be borne pro rata by the Affected Member and the Remaining Members, based upon the number of Units held by him immediately prior to the appraisal; provided, however, if the Remaining Members and the Affected Member so agree, the Company may bear all costs of the appraisals.

(b) As used in this Agreement, the term "Affected Member" means (i) the Defaulting Member, in the case of an appraisal pursuant to Section 5.7 above, or (ii) the bankrupt Member, the estate or personal representative of a deceased Member, or the transferee in an involuntary Transfer, in the case of an appraisal required pursuant to Section 7.6 above.

ARTICLE 8.

BOOKS AND RECORDS; REPORTS AND NOTICES

8.1 Books and Records. The Manager shall keep, or cause to be kept, full and accurate books and records of the Company. The books and records of the Company shall be kept at the principal office of the Company or at such other places as the Members shall from time to time determine.

8.2 Right of Inspection. Any Member of the Company shall have the right, upon written demand stating the purpose thereof, to examine for any proper purpose and during normal business hours, the books and records of account, minutes and records of Members and to make copies thereof. A proper purpose shall mean a purpose reasonably related to such person's interest as a Member. Such inspection may be made by any agent or attorney of the Member. Upon the written request of any Member of the
Company, it shall mail to such Member its most recent financial statements, showing in reasonable detail its assets and liabilities and the results of its operations.

8.3 Financial Records. All financial records shall be maintained and reported based on generally accepted accounting principles.

ARTICLE 9.

DISTRIBUTION OF PROFITS

9.1 Members holding the Required Majority may from time to time declare, and the Company may distribute, accumulated profits agreed by such Members to be not necessary for the cash needs of the Company's business. All such amounts shall be distributed in the following strict order of priority:

(a) First, return of the initial Capital Contributions and any subsequent Capital Contributions of the Members. If the amounts declared to be available for distribution are not sufficient to make distributions to all such Members in the full amount to which they are entitled, distributions shall be made to such Members pro rata in accordance with the respective full amounts to which such Members would be entitled; and

(b) Second, the balance to the Members pro rata in accordance with their Profit Percentages.

9.2 Tax Payment Distributions. As an exception to the cash-distribution priorities established under Section 9.1, the Members may make distributions to the Members from time to time to fund the payment of income-tax liabilities (if any) incurred by the Members with respect to taxable income of the Company. Any such distributions ("Tax Payment Distributions") shall be made to all Members pro rata in accordance with their Profit Percentages. Tax Payment Distributions shall be made only from accumulated profits agreed by the Members to be not necessary for the cash needs of the Company's business (including repayment of Company debt). The timing and amount of Tax Payment Distributions (if any) shall be within the sole discretion of the Members.

9.3 Repurchases. Notwithstanding the provisions of Section 9.1 above, the Company may repurchase all or any portion of a Member's LLC Interest and may utilize accumulated profits of the Company therefor.

ARTICLE 10.

OFFICERS

10.1 Manager. The Manager shall be the chief executive officer of the Company responsible for the general overall supervision of the business and affairs of the Company. The Manager may also have such other titles and hold such other offices as the Required Majority shall so designate (which titles may include, but not necessarily be limited to, president, chairman and/or chief operating officer). He/she shall, when present, preside at all meetings of the Members. The Manager may sign, on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments which have been appropriately authorized to be executed by the Members except when the signing or execution thereof shall be expressly delegated by the Members, this Agreement or statute to some other Officer or agent of the Company; and, in general,
the Manager shall perform all duties as may be prescribed by the Members from time to time. Unless the Members otherwise prescribe, the Manager may carry out any or all of his/her duties through other persons to whom he/she may delegate responsibilities.

The specific authority and responsibility of the Manager shall also include the following:

(a) The Manager shall effectuate this Agreement and the regulations and decisions of the Members.

(b) The Manager shall direct and supervise the operations of the Company.

(c) The Manager, within such parameters as may be set by the Members, shall establish such charges for services and products of the Company as may be necessary to provide adequate income for the efficient operation of the Company.

(d) The Manager, within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.

(e) The Manager shall keep the Members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

10.2 Executive Officer. JESSE VIPOND is hereby appointed to serve as Manager, President and Chief Executive Officer and to act in accordance with the provisions of Section 10.1 above. He shall hold office in accordance with the provisions of Section 10.4 below.

10.3 Other Officers. The Company may, at the discretion of Members holding the Required Majority, have additional Officers including without limitation, one or more Vice-Managers (who may also be vice-presidents), a Secretary and one or more Assistant Secretaries and a Treasurer and one or more Assistant Treasurers. Officers need not be selected from among the Members. One person may hold two or more offices, except one person may not hold both the office of Manager and the office of Secretary. When the incumbent of an office is (as determined by the incumbent himself or by the Members) unable to perform the duties of such office, or an office is vacant (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the Members.

10.4 Election and Tenure. The Officers of the Company shall be elected annually by the Members at the annual meeting. Each Officer shall hold office from the date of his/her election until the next annual meeting and until his/her successor shall have been elected, unless he/she shall sooner resign or be removed.

10.5 Resignations and Removal. Any Officer may resign at any time by giving written notice to the Manager or to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed at any time by the Members with or without cause.
10.6 Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by the Members.

10.7 Salaries. The salaries of the officers shall be fixed from time to time by the Members and no officer shall be prevented from receiving such salary by reason of the fact that he/she is also a Member of the Company.

ARTICLE 11.

MISCELLANEous

11.1 Notice. Any notice required or permitted to be given, pursuant to the provisions of the Statute or this Agreement, shall be effective as of the date personally delivered, or if sent by mail, on the date deposited with the United States Postal Service, prepaid and addressed to the intended receiver at his/her last known address as shown in the records of the Company.

11.2 Waiver of Notice. Whenever any notice is required to be given pursuant to the provisions of the Statute or this Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.3 Indemnification By Company. To the fullest extent permitted by law, the Company shall indemnify and hold harmless any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigation (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Member of the Company, officer, employee or agent of the Company, or is or was serving at the request of the Company, against any and all losses, claims, damages, expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if the party to be indemnified acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

11.4 Indemnification Funding.

(a) To the fullest extent permitted by law, expenses incurred by an indemnified party in defending any claim, demand, action, suit or proceeding subject to Section 11.3 shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon the receipt by the Company of an undertaking by or on behalf of the indemnified party to repay such amount unless it shall be determined that such person is entitled to be indemnified as authorized in Section 11.3.

(b) The indemnification of Section 11.3 shall be in addition to any other rights of an indemnified
party under any agreement, pursuant to any vote of the Members, as a matter of law or otherwise, and shall continue as to an indemnified party who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the indemnified party.

(c) Any indemnification under Section 11.3 shall be satisfied solely out of the assets of the Company. The Company may obtain insurance in order to satisfy its indemnification obligations, either in whole or in part. In no event may an indemnified party subject any Member to personal liability by reason of these indemnification provisions. An indemnified party shall not be denied indemnification under Section 11.3 because the indemnified party had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

11.5 Anticipated Transactions. It is anticipated and acknowledged that the Members and Officers will have other legal and financial relationships in addition to their relationship with the Company. It is expressly understood and agreed that no Member shall be required by this Agreement to devote his/her entire time or attention to the business of the Company or shall be restricted by this Agreement in any way from participating in other businesses or activities. The provisions of this Section 11.5 shall not supersede any agreement between the Company and any Member contained in any employment agreement, consulting agreement, confidentiality agreement, distribution agreement, non-competition agreement or other agreement.

11.6 Further Assurances. Each of the parties agrees to take such further actions and execute and deliver such documents as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

11.7 Applicable Law. The validity, construction, interpretation, and effect of this Agreement shall be governed by Pennsylvania law, without regard to principles of choice of laws.

11.8 Construction. The paragraph headings of this Agreement are for convenience of reference only and do not form a part of the terms, conditions, or covenants of this Agreement or give full notice thereof. As used in the Agreement, the masculine includes the feminine, and the single includes the plural.

11.9 Benefit. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

11.10 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, no other representations or covenants having induced any party to enter into this Agreement.

11.11 Severability. If 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 of this Agreement or any other document.

11.12 Definitions. As used herein, the following terms shall have the following meanings:

(a) The term “person” shall include any individual, corporation, partnership, association, trust, joint stock company or unincorporated organization;
(b) The term “bankruptcy” of a person shall be deemed to have occurred upon the happening of any of the following: (i) the filing of an application by such person for, or a consent to, the appointment of a trustee of its or his/her assets; (ii) the filing by such person of a voluntary petition in bankruptcy or the seeking of relief under Title 11 of the United States Code, as now constituted or hereafter amended, or the filing of a pleading in any court of record admitting in writing its or his/her inability to pay its or his/her debts as they come due; (iii) the making by such person of a general assignment for the benefit of creditors; (iv) the filing by such person of an answer admitting the material allegations of, or its or his/her consenting to, or defaulting in answering, a bankruptcy petition seeking relief under Title 11 of the United States Code, as now constituted or as hereafter amended; or (v) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such person a bankruptcy or for relief in respect of such person or appointing a trustee of its or his/her assets, and such order, judgment or decree continue unstayed and in effect for any period of 60 consecutive days.

11.13 Counterparts. This Agreement may be executed in counterparts which when taken together shall constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

ARTICLE 12.

AMENDMENTS

12.1 Amendments. This Agreement may be altered, amended, restated, or repealed and a new Agreement may be adopted, at any time or from time to time, by Members holding a Required Majority.

ARTICLE 13.

DISSOLUTION

13.1 Events Causing Dissolution. As required under the Statute, the Members agree that the Company shall be dissolved upon the:

(i) written consent of all Members;

(ii) upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member;

(iii) the occurrence of any other event which terminates the continued membership of a Member in the Company; provided however, the parties agree that, upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates the continued membership of a Member, the Company shall have the right to continue its business if within ninety (90) days following the dissolution event, all of the Members shall have consented to continue the business of the Company.

13.2 Liquidation. Upon the termination and dissolution of the Company, the Manager or, if there is no Manager, any person elected to perform such liquidation by the written consent of the Members shall proceed with the liquidation of the Company, and the proceeds of such liquidation shall be applied and distributed in the following order of priority:
(a) First, to the Members pro rata in accordance with their positive Capital Account balances, to the extent of such balances; and

(b) Second, to all Members pro rata in accordance with their relative Profit Percentages.

13.3 Distributions in Kind. In the event it becomes necessary to make a distribution of Company property in kind, such property shall be transferred and conveyed to the Members or their assignees so as to vest in each of them an interest in the whole of said property equal to their interests in the distribution of proceeds in accordance with Article 9 hereof. Any valuation of Company property shall be made by a firm of certified public accountants, appraisers or investment bankers selected by the Manager in its sole discretion.

THE UNDERSIGNED, being all of the Members of VHEMS LLC, a Pennsylvania Limited Liability Company, have duly executed this Agreement on the day and year first written above.

MICHAEL SPARACINO
JESSE VIPOND
EAMON EVANS
MICHAEL MANCUSO
MATTHEW HALEY
<table>
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Attachment C: Property Title, Lease, or Option to Acquire Property Location

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

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

Trade names and DBA (doing business as) names: Cultivated Care

Principal Business Address: 457 Craig Road
City: Dalton State: PA Zip Code: 18414

DOH Redacted
March 17, 2017

To Whom It May Concern:

This letter acknowledges our understanding that VHEMS, LLC is intending to dispense medical marijuana at Mountain Plaza, located at 1137-1143 Moosic Street in Scranton, Pennsylvania, owned by Shea Place Development, LLC.

Sincerely,

James Valvano

James A. Valvano
Member, Shea Place Development, LLC
LEASE AGREEMENT

This Lease Agreement ("Lease"), dated the 18th day of March, 2017, by and between,

SHEA PLACE DEVELOPMENT, LLC, a Pennsylvania Limited Liability Company, with an address at PO Box 312, Dunmore, Pennsylvania 18512 (herein called the "Landlord").

and

VHEMS, LLC. dba Cultivated Care, a Pennsylvania Limited Liability Company with its principal office at 451 Craig Rd., Dalton, PA 18414 (herein called the "Tenant").

WITNESSETH:

Whereas, Landlord is the Owner of a certain parcel of land located at 1137 Moosic Street, Scranton, PA (the "Land") upon which is a commercial shopping center is constructed (the "Building", and, collectively with the Land, the "Premises"); and,

Whereas, Landlord intends to lease a portion of the Building thereof to Tenant and Tenant wishes to lease a portion of the Building from the Landlord;

Now Therefore, intending to be legally bound, Landlord and Tenant agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The foregoing recitals and all Exhibits to this Lease are incorporated by reference in and made a part of this Lease.

2. DEMISED PREMISES. Subject to the terms and conditions hereof, Landlord leases to Tenant, and Tenant leases from Landlord, for the "Lease Term" defined in Section 3, below, a portion of the Building, consisting of approximately two thousand five hundred and seventy-five (2,575) square feet, as more particularly set forth on the floor plan attached to this Lease as Exhibit A (the "Demised Premises"), with common area of the Building (the "Common Premises"), together with rights of ingress, egress and non-exclusive parking thereto in common with others (collectively, the "Common Areas").

3. LEASE TERM.

3.1 The term of this Lease (the "Lease Term") shall be Sixty (60) months, commencing at 12:01 a.m. on the Commencement Date, as defined in Section 9.1 of this Lease (the "Commencement Date"), and ending at 12:01 a.m. on the sixtieth month anniversary of the Commencement Date (the "Expiration Date"), unless extended pursuant to Section 33 or sooner terminated as provided herein. For purposes of this Lease, the first year of the Term shall be deemed to be the period starting on the Commencement Date through twelve consecutive months thereafter (a "Year"), and each Lease Year thereafter shall mean a period of twelve (12) consecutive calendar months immediately following the preceding Lease Year.
3.2 This Lease shall terminate on the Termination Date without the necessity of notice from either Landlord or Tenant. Upon the Termination Date, Tenant shall quit and surrender to Landlord the Leased Premises, broom-clean, in good order and condition, ordinary wear and tear excepted and shall surrender to Landlord all keys to or for the Leased Premises.

4. **Base Rent.** In consideration of its right to occupy the Demised Premises and to use the Common Areas, Tenant shall pay rent to Landlord during the Lease Term as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rent per sq ft</th>
<th>Rent per month</th>
<th>Rent per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$18.00</td>
<td>$3,862.50</td>
<td>$46,350.00</td>
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<tr>
<td>5</td>
<td>$21.88</td>
<td>$4,695.08</td>
<td>$56,341.00</td>
</tr>
</tbody>
</table>

Option Years

<table>
<thead>
<tr>
<th>Year</th>
<th>Rent per sq ft</th>
<th>Rent per month</th>
<th>Rent per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
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<td>$58,040.50</td>
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<td>9</td>
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<tr>
<td>10</td>
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<td>$5,446.13</td>
<td>$65,353.50</td>
</tr>
</tbody>
</table>

hereinafter (the “Base Rent”). The rent shall be calculated based on 2,575 sq. feet.

The Base Rent due during each Lease Year shall be payable in equal, or nearly equal monthly installments without further notice or demand by Landlord, and without any setoff or deduction by Tenant. Such payments shall be in advance on the first day of each month at the address of Landlord set forth in the Introductory Portion of this Lease, or at such other address as Landlord may provide to Tenant by notice in accordance with the provisions of Section 34 of this Lease, provided however, that the Base Rent due on occupancy under Section 9.1 of this Lease shall be payable in full by Tenant to Landlord on the date of the execution of this Lease.

5. **Additional Rent.**

5.1. Tenant shall pay to Landlord, as additional rent under this Lease (the “Additional Rent”, and, collectively with the Base Rent, the “Rent”) Tenant’s “Proportionate Share” of all “Operating Expenses”. Landlord’s Operating Costs” shall mean all costs and expenses associated with the operation, equipping, painting, maintenance and repair of the Premises, including but not limited to, the costs and expenses of: (i) operating, equipping, maintaining, repairing, replacing, lighting, cleaning, striping and removing snow, ice, garbage, trash and debris from, the parking areas of the Building; (ii) operating, equipping, maintaining, repairing and replacing ducts, conduits, fire protection systems, sprinkler systems, security alarm systems, roofs, storm and sanitary drainage systems and other utility systems, signs and markers,
on and off-site traffic regulation and control signs and devices, and compliance with all laws and regulations; (iii) all premiums, fees and other charges for insurance applicable to the Premises, including self-insurance; (iv) interior and exterior landscaping; (v) seasonal decorations; (vi) all replacement and improvements of to or to the Common Areas including without limitation, floors, parking areas and similar facilities; (vii) machinery and equipment; (viii) all license and permit fees and any and all parking surcharges; (ix) music program services and loudspeaker systems; (x) all utility costs relating to the Common Areas.

For purposes of this Lease, the Tenant's "Proportionate Share" shall mean a fraction, the numerator of which is the Tenant's aggregate rentable square feet (2,575), and the denominator of which is the aggregate rentable square feet in the Building (13,090) ("Tenant's Proportionate Share"), or 19.67%.

5.2. All other additional amounts due from Tenant to Landlord from time to time under this Lease shall also be considered to be Additional Rent, and shall be collectible in the same manner as additional rent. Specifically said additional rent shall be payable within 30 days after receipt from Landlord of demand thereof. Backup for all payments demanded shall be available upon request of Tenant. Non-payment of Additional Rent when due shall constitute an Event of Default under this Lease to the same extent as does the non-payment of Base Rent, and shall entitle Landlord to the same remedies as for the non-payment of Base Rent as hereinafter provided.

5.3. Tenant may audit Landlord's additional rent demand, not more than 1 time per year. Access to Landlord's records shall be provided to Tenant within 30 days after Tenant's request thereof. Landlord agrees to maintain its records for at least 24 months from the date of each applicable invoice to Tenant.

6. LATE PAYMENTS. In the event all or any portion of Rent is not paid within ten (10) days after the date of notice from Landlord to Tenant as provided in Section 34 of this Lease that the same is past due, Tenant shall pay Landlord, without further notice or demand, a late charge equal to five percent (5%) of the amount not paid when due (a "Late Charge"), such Late Charge to be deemed Rent for all purposes under this Lease. In the event all or any portion of Rent is not paid within twenty (20) days after the date it is due, it shall thereafter bear interest at a rate equal to the prime rate of interest set forth in the Money Rates Section of the Wall Street Journal (or its successor) (the "Prime Rate"), as the same may change from time to time, from the due date until the date of payment thereof by Tenant, plus 500 basis points (the "Default Rate") provided, however, that the Default Rate shall not at any time exceed the maximum interest rate then allowed by applicable law.

7. DEPOSIT.

Tenant shall tender Deposit. Tenant shall, upon execution of this Lease, tender a non-refundable Deposit of $7,725.00 to Landlord as non-refundable security in consideration of the "License Contingency Period" as outlined in Section 39. If, however, Tenant receives the license to dispense Medical Marijuana at the "Demised Premises" and the Lease remains in force and does not terminate pursuant to Section 39, the Deposit shall be converted to a Security Deposit and shall be held for the faithful performance and observance by Tenant of the terms, provisions, covenants, and conditions of this Lease, and any modification, extension, or renewal thereof.

7a. Security Deposit.

i) Retain, Use, or Apply. Landlord may, at its sole option, retain, use, or apply the whole or any part of the Security to the extent required
for payment of any:

(*) Minimum Rent;

(*) Additional Rent;

(*) Other sums as to which Tenant is obligated to pay under this lease;

(*) Sums that Landlord may expend or may be required to expend by reason of Tenant’s default of this lease;

(*) Loss or damage that Landlord may suffer by reason of Tenant’s default, including, without limitation, any damages incurred by Landlord or deficiency resulting from the reletting of the Premises, whether such damages or deficiency accrues before or after summary proceedings or other reentry by Landlord; or

(*) Costs incurred by Landlord in connection with the cleaning or repair of the Premises upon expiration or earlier termination of this Lease.

ii) Remedies. Neither Affect nor Are Affected by the Security. In no event shall Landlord be obligated to apply the Security; and Landlord’s right to bring an action or special proceeding to recover damages or otherwise to obtain possession of the Premises before or after Landlord’s declaration of the termination of this Lease for nonpayment of rent or for any other reason shall not be affected by reason of the fact that Landlord holds the Security.

iii) Not a Limitation on Damages. The Security will not be a limitation on Landlord’s damages or other rights and remedies available under this Lease, or at law or equity; nor shall the Security be a payment of liquidated damages.

iv) Not an Advance on Rent. The Security will not be an advance payment of the Rent.

v) Restore Used Portion. If Landlord uses, applies, or retains all or any portion of the Security, Tenant will restore the Security to its original amount within five (5) days after written demand from Landlord. Tenant shall be in Default if Tenant fails to timely comply with this Paragraph.

vi) Security May Be Commingled. Landlord shall not be required to keep the Security separate from its own funds, and may commingle the Security with its own funds, except as required by law.

vii) Security Not Held in Trust. Landlord shall have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security and shall not assume the duties of a trustee for the Security.

viii) No Interest-Bearing Account. Landlord shall not be required to keep the Security in an interest-bearing account, except as required by law.

ix) Return of the Security. If Tenant shall fully and faithfully comply with all the terms, provisions, covenants, and conditions of this Lease, and any modification, extension, or renewal thereof, any part of the Security not used, applied, or retained by Landlord shall be returned to Tenant
within 30 days after Tenant has discharged all of its obligations under this Lease, and any modification, extension, or renewal thereof, but no earlier than the Expiration Date (or the sooner termination of this Lease).

x) Return the Security to Assignee. However, if Landlord, in its sole discretion, has sufficient evidence that the Security has been assigned to an assignee of this Lease, Landlord will return the Security to the assignee and Landlord shall thereupon be released by Tenant from all liability for the return of the Security to Tenant.

xi) Sale or Lease of Landlord’s Interest. In the event of a sale of the Real Property or any part thereof, of which the Premises forms a part (including to a mortgagee upon foreclosure of its mortgage), or a lease of the Real Property, Landlord shall have the right to transfer the Security to the purchaser or lessee, as the case may be, and Landlord shall thereupon be released by Tenant from all liability for the return of the Security; and Tenant agrees to look solely to the purchaser or lessee for the return of the Security.

8. USE OF THE DEMISED PREMISES.

8.1 Tenant covenants and agrees to use and occupy the Demised Premises in conformity with applicable law only as operating a Medical Marijuana Dispensary on a seven (7) days per week (the “Permitted Use”) and other uses incidental to the Permitted Use. Tenant shall not use or permit any use of the Demised Premises which creates any safety or environmental hazard, or which would: (a) be unreasonably harmful to the Demised Premises, the Building or other tenants, or (b) be unreasonably disturbing to other tenants of the Building. Tenant shall also not be permitted to dispense coffee, tea or like products, donuts, bagels, pastry or bagel products whether by sale or complimentary. Nor shall Tenant be permitted to sell any health or beauty aids or dispense any prescription drugs, other than medical marijuana, by physicians, dentists, other health care providers or entities.

8.2 Tenant agrees and acknowledges that should CVS, an existing tenant of a Company with common owners of the Landlord herein, allege a breach of CVS’s lease due to Tenant dispensing medical marijuana, Tenant agrees that following thirty (30) days written notice of same to Tenant, Landlord shall have the right, in its sole discretion, to terminate and void this Agreement and any Options thereto. Should Landlord exercise its option to terminate this Agreement, Landlord agrees to refund Tenant’s initial deposit and if the Tenant has secured all necessary approvals and the Lease has commenced, provide Tenant with a payment in consideration of the termination in the amount of $5,000.00 to aid in Tenant’s relocation. Tenant and Landlord hereby waive any claims, damages, causes of actions and/or remedies they may have or incur against each other by reason of the termination.

8.3 Tenant shall not use the roof except with the written consent of Landlord. Landlord may at any time relocate any of the equipment serving the Leased Premises.

9. DELIVERY OF THE DEMISED PREMISES. Tenant recognizes that Landlord shall deliver the Demised Premises and agrees with Landlord, as follows:
9.1. Tenant agrees to accept possession of the Demised Premises in an "AS IS" condition upon completion of the following by Landlord:

- **Perimeter Walls**: Drywall, taped and spackled.
- **Flooring**: Concrete slab ready for final flooring.
- **HVAC system**: Dedicated to space; 5 Ton, with distribution.
- **Electrical service**: 200 amp service with standard distribution.
- **Ceiling**: Standard 2x4 drop ceiling.
- **Lighting**: Standard 2x4 fluorescent.
- **Bathroom(s)**: Handicapped accessible bathrooms, quantity per code.
- **Utility Connections**: All utility meters installed and sewer/water access charges paid.

**Any work completed pursuant to this provision should be up to all applicable building codes.**

Landlord shall Substantially Complete (as defined in Section 9.4, below) Landlord’s Work and deliver possession of the Demised Premises to Tenant on or before one hundred twenty (120) days after Tenant’s waiver in writing of its “License Contingency” (the “Scheduled Delivery Date”, the actual delivery date being called the 'Actual Delivery Date”), except for Tenant delays and delays described in Section 10, any of which shall extend the Scheduled Delivery Date for a period equal to the total of the duration of each such delay. Landlord and Tenant agree that all of the terms of this lease shall apply beginning on the actual delivery date, except for the term and rent, including additional rent; which shall begin on the earlier of Thirty (30) days after delivery of the premises to Tenant or the opening of the Tenant’s business (hereinafter the “Commencement Date”).

Tenant shall, within thirty (30) days after discovery thereof, notify Landlord in writing of any portion of Landlord’s Work, if any, which, through no fault of Tenant or its agents, has been omitted, is defective, or has not been completed in accordance with this lease. Upon receipt of such written notice Landlord shall cause such specified work to be completed in accordance with the Lease. Failure by Tenant so to notify Landlord within the time specified shall constitute acceptance of the Demised Premises by Tenant.

9.2. If Landlord cannot Substantially Complete Landlord’s Work on or before the Scheduled Delivery Date and such delay is the result of acts or omissions of Tenant or its agents, then the Commencement Date shall be the day the Lease Term would have commenced but for such Tenant delay.

9.3. The Landlord’s Work shall be deemed to be “Substantially Complete” when all of Landlord’s Work has been completed, except for: (a) minor items as identified in a ‘punch list’ (as that term is commonly used in the construction industry) created pursuant to an inspection of the Demised Premises by Landlord and Tenant, or their designated representatives, or items of furnishing to be supplied by Landlord which are not necessary to make the Demised Premises reasonably tenantable for Tenant’s use as stated herein; or (b) office or computer equipment, furniture, furnishings and other work to be installed, furnished or performed by Tenant and approved by Landlord, PROVIDED, HOWEVER, that Tenant, its employees and business invitees shall at all times have safe and convenient access to the Demised Premises.

9.4. Tenant’s entry upon the Demised Premises for any purpose including, without limitation, inspection, or performance of Tenant construction by Tenant’s agents, officers, contractors, licensees, agents,
servants, employees, guests, invitees, or visitors prior to the Commencement Date shall be subject to all the terms and conditions of this Lease except the payment of Rent.

10. ALTERATIONS OR IMPROVEMENTS BY TENANT.

10.1. After the commencement of the Lease, Tenant shall at its sole cost, shall be responsible for all requirements including, but not limited to: wall finishes, floor finishes, and all trade fixtures and equipment, including related installation costs and shall not make any alterations, additions, improvements, redecorating or other changes to the Demised Premises without the prior written approval of Landlord and then only in accordance with plans and specifications previously approved in writing by Landlord and subject to such conditions as Landlord may require, including the following:

10.2. Tenant also covenants and agrees:

(a) To secure and pay for all necessary building and other permits and reasonable fees in connection with the Tenant's alterations and improvements;

(b) To perform or cause all construction to be performed in compliance with all applicable laws and ordinances, including the Americans with Disabilities Act, and in a good and workmanlike manner in accordance with plans and specifications approved by Landlord; and

(c) To cause all materials, supplies and workers to enter the Demised Premises and perform all work at times and by means satisfactory to Landlord.

(d) To have a maintenance contract in effect for the HVAC.

10.3. Tenant may, after written notice to Landlord, enter the Demised Premises during reasonable times after the execution hereof for the purpose of constructing the improvements as aforesaid and inspecting and measuring the Demises Premises, provided that such entry does not, in Landlord’s reasonable judgment, interfere with the operations of the Building or with Landlord’s Work therein, or that of any other tenants in the Building. Tenant shall be responsible for any damage or injury caused by such contractors, subcontractors, material suppliers and Tenant in the course of constructing the improvements, and Tenant’s obligation to indemnify, defend and hold Landlord harmless set forth in Section 20 shall include without limitation all work done by Tenant pursuant to this Section 10 and shall commence on the date of execution hereof.

10.4. Landlord and its agents or other representatives shall be permitted to enter the Demised Premises to examine and inspect the construction of the alterations and improvements, provided, that no such inspection or examination shall constitute an approval or warranty or give rise to any liability of Landlord with respect to such construction.

10.5. Prior to the termination of this Lease and without additional notice to Tenant by Landlord, Tenant shall either: (a) remove any such alterations or additions and repair any damage to the Building or the Demised Premises occasioned by their installation or removal and restore the Demised Premises to substantially the same condition as existed prior to the time when any such alterations or additions were made, or reasonable wear and tear excepted (b) reimburse Landlord for the cost of removing such alterations or additions and the restoration of the Demised Premises. Landlord shall determine any such cost incurred under clause (b) prior to the termination of this Lease, which
amount shall constitute Rent under this Lease, and Tenant shall reimburse Landlord within thirty (30) days of receipt of such notice.

10.6 No mechanic’s or other lien shall be allowed against the Shopping Center as a result of Tenant’s improvements to the Leased Premises. Tenant shall promptly pay all persons furnishing labor, materials or services with respect to any work performed by Tenant on the Leased Premises. If any mechanic’s or other lien shall be filed against the Leased Premises or the Building by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Tenant, Tenant shall cause the same to be discharged of record or bonded to the satisfaction of Landlord within fifteen (15) days subsequent to the filing thereof. If Tenant fails to discharge or bond any such lien, Landlord, in addition to all other rights or remedies provided in this Lease, may bond said lien or claim (or pay off said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof and all expenses incurred by Landlord in so discharging said lien, including reasonable attorneys’ fees, shall be paid by Tenant to Landlord as Additional Rent on five (5) days’ demand.

10.7 Tenant, at its sole cost, shall be responsible for all requirements including, but not limited to: wall finishes, floor finishes, and all trade fixtures and equipment, including related installation costs.

11. COVENANTS OF LANDLORD; UTILITIES; EXTENT OF SERVICES.

11.1. This is a ‘Triple Net’ Lease. Tenant shall be have separate gas, water and electric meters, the costs of each, including sewer charges, shall be the sole responsibility of Tenant. Tenant shall also be responsible to secure its own waste service provider, which shall be at the sole cost of Tenant. Landlord agrees however, to provide Tenant with an exclusive enclosed area where the dumpster shall be placed. All real estate taxes, insurance as required by Section 20 of this Lease Agreement, maintenance and/or replacement of all equipment, fixtures, interior finishes and windows related to occupancy of the Demised Premises, janitorial services within the Demised Premises and delivery of wet and dry waste and trash to common area trash receptacles and removal of such waste, maintenance of fixtures and facilities within the Demised Premises and any electronic security system for the Demised Premises shall be a pro-rated cost. As stated herein, Landlord shall provide separate meters for the utilities that serve the Demised Premises, which Tenant shall be responsible for all charges incurred.

11.2. Any such additional amounts due from Tenant to Landlord, as provided above, shall constitute Additional Rent under this Lease.

11.3. Landlord reserves and shall at all times have the right to alter any and all utilities, and related equipment, serving the Premises, provided the interruption to Tenant’s utility service shall be reasonable in duration.

12. COVENANTS OF TENANT. Tenant shall (at Tenant’s sole cost and expense):

(a) Keep the Demised Premises in good order and repair, reasonable wear and tear excepted;

(b) Surrender the Demised Premises at the end of this Lease in the same condition, reasonable wear and tear excepted, in which Tenant has agreed to keep it during the Lease Term, and remove all personal property from the Demised Premises upon the expiration or sooner termination of this Lease, it being understood and agreed that if Tenant fails to remove any such personal property upon the expiration or sooner termination of this Lease, such
property 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;

(c) Be financially responsible for the maintenance, repair and replacement of any fixtures installed by Tenant within the Demised Premises, and for all repairs and replacements to the Demised Premises and the Building made necessary by reason of damage thereto caused by Tenant or its agents, servants, customers, guests, business invitees or employees. In the event Tenant shall fail to perform such maintenance or make such repairs or replacements within thirty (30) days of the date such work becomes necessary, Landlord may, but shall not be required to, perform such work and charge the amount of the expense therefor, with interest accruing and payable thereon, all in accordance with Section 32;

(d) Comply with all laws, enactments and regulations of any governmental authority relating or applicable to Tenant's occupancy of the Demised Premises and any covenants, easements and restrictions governing the Land or Building, of which Tenant has knowledge or has otherwise received prior notice, and indemnify, defend and hold Landlord harmless from all consequences from its failure to comply with the foregoing;

(e) Promptly notify Landlord of any damage to or defects in the Demised Premises, any notices of violation of any law, regulation received by Tenant and of any injuries to persons or property which occur therein or claims relating thereto;

(f) Subject to Section 10 of this Lease, pay for any alterations, improvements or additions to the Demised Premises and any light bulbs, tubes and non-standard Building items installed by or for Tenant, and allow no lien to attach to the Building with respect to any of the foregoing;

(g) Without the prior written consent of Landlord, not place within the Demised Premises or bring into the Building (a) any machinery, equipment or other personality (other than items which are consistent with the Permitted Use;

(h) Not use the Demised Premises for any manufacturing or similar activities or for the generation, manufacture, refining, transportation, treatment, storage or disposal of any hazardous substance or waste or for any purpose which poses a risk of damage to the environment. In connection therewith, Tenant represents that it will not engage in any activity which would subject Tenant to the provisions of the Federal Comprehensive Environmental Response, Liability and Clean-Up Act (42 U.S.C. Section 9601 et seq.), the Federal Water Pollution Control Act (33 U.S.C.A. Section 1151 et seq.), the Clean Water Act of 1977 (33 U.S.C.A. Section 1251 et seq.), or any other federal, state or local environmental law, regulation or ordinance;

(i) Comply with the Rules and Regulations applicable to the Premises as set forth in Exhibit C and with all reasonable changes and additions thereto upon notice by Landlord to Tenant, provided that such changes do not unreasonably interfere with the Permitted Use (collectively, the "Rules and Regulations");

(j) Take all necessary steps to enforce and ensure compliance within the Demised Premises with Landlord’s “No Smoking Policy” for the Building in the Common Areas in the Building;
(6) Comply with all reasonable recommendations of Landlord’s or Tenant’s insurance carriers relating to layout, use, storage of materials and maintenance of the Demised Premises.

13. COMMON AREAS. The Common Areas referred to in Section 2 of this Lease shall include the foyers, vestibules, parking areas, loading areas and other common areas of the Building, and other similar facilities in the Premises designated by Landlord for common or joint use of the tenants, their agents, servants, customers, guests, business invitees and employees [which common Areas specifically exclude the roof of the Building]. Tenant shall be responsible for its pro-rata share of all expenses related to the common areas. (The walk in cooler will be included in determining Tenant’s pro-rated share of any Common Area Charges.) These Common Area charges include, but are not limited to landscaping, parking lot sweeper (upon request), striping and patching parking lot on an as needed basis, snow and ice removal and plowing, maintaining sidewalk area and also maintain lighting for the parking lot.

14. 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.

15. INSPECTION ACCESS; CHANGES IN BUILDING FACILITIES.

15.1. Upon prior notice to Tenant, and without causing unreasonable interference with Tenant’s use and occupancy with the Demised Premises, Landlord and its agents or other representatives shall be permitted to enter the Demised Premises at reasonable times: (a) to examine, inspect and protect the Demised Premises and the Building; (b) to show it to prospective purchasers and lenders and to affix to any suitable part of the exterior of the Building in which the Demised Premises is located a notice for selling the Premises; and (c) during the last twelve (12) months of the Lease Term, to show it to prospective tenants and to affix to any suitable part of the exterior of the Building in which the Demised Premises is located a notice for leasing the Demised Premises or the Building.

15.2. Landlord shall have access to and use of all areas in the Demised Premises (including exterior Building walls, interior corridor walls and doors and any interior corridor entrances), any roofs adjacent to the Demised Premises, and any space in or adjacent to the Demised Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, as well as access to and through the Demised Premises for the purpose of operation, maintenance, decoration and repair, provided, however, that except in emergencies such access shall not be exercised so as to interfere unreasonably with Tenant’s use of the Demised Premises. Tenant shall permit Landlord to install, use and maintain pipes, ducts and conduits within the interior walls, bearing columns and ceilings of the Demised Premises, provided that the installation work is performed at such times and by such methods as will not materially interfere with Tenant’s use of
the Demised Premises, materially reduce the floor area thereof or materially and adversely affect Tenant's layout. Landlord and Tenant shall cooperate with each other in the location of Landlord's and Tenant's facilities requiring such access.

15.3. Landlord reserves the right at any time, without incurring any liability to Tenant therefor, to make such changes in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, foyers, passages, elevators, if any, and stairways thereto, as it may deem necessary or desirable; provided that such changes do not materially detract from the character or quality of the Building.

16. ROOF AND STRUCTURE; EXCAVATION.

16.1. Landlord will keep the roof and exterior of Building in proper repair. Tenant shall be responsible for replacing any plate glass, door or window glass of its Demised Premises which may become cracked or broken.

16.2. Landlord shall have the exclusive right to use all or any part of the roof over the Demised Premises for any purpose; to erect additional stories or other structures over all or any part of the Demised Premises; and to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Demised Premises, provided that access to the Demised Premises shall not be denied, and that such activities shall not unreasonably interfere with the Tenant's use and occupancy of the Demised Premises.

16.3. If an excavation shall be made or authorized upon portions of the Premises adjacent to Building, Tenant shall permit the person making such excavation a license to enter upon the Demised Premises for the purpose of doing such work as may be necessary to preserve the walls or the building of which the Demised Premises forms a part and to support such walls of the Building by proper foundations without any claim of damages or indemnification against Landlord and without any abatement of Rent, provided that such activities shall not unreasonably interfere with the Tenant's use and occupancy of the Demised Premises.

17. Hazardous Materials. Landlord represents and warrants that the Leased Premises are free of all asbestos, asbestos containing materials and other hazardous or toxic materials (collectively, "Hazardous Materials"). Tenant shall have no obligation to make any repairs, alterations or improvements to the Leased Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the Shopping Center or the Leased Premises, other than those Hazardous Materials brought onto such areas by the Tenant. Landlord shall be solely responsible for any changes to the Leased Premises relating to Hazardous Materials at Landlord's expense, unless those Hazardous Materials were brought onto the Leased Premises by the Tenant. Landlord shall indemnify and hold Tenant harmless from and against all liabilities, costs, damages and expenses which Tenant may incur (including reasonable attorneys' fees) as a result of a breach of Landlord's representation and warranty set forth in this paragraph of the presence of Hazardous Materials in or about the Shopping Center or Leased Premises, unless those Hazardous Materials were brought onto such areas by the Tenant.

18. TRANSFER, ASSIGNMENT AND SUBLETTING.
For purposes of this Lease, "Transfer" means any of the following, whether accomplished voluntarily, involuntarily, by operation of law or by any other means: (1) the assignment of any interest in this Lease; (2) the subletting of all or any part of the Demised Premises; (3) the grant to anyone other than Tenant of a license or other right to use all or any part of the Demised Premises; (4) a transfer of any equity, stock or partnership interest in Tenant; or (5) a mortgage, pledge, or grant of any security interest in this Lease or the Demised Premises. Tenant shall not sublet the Demised Premises or any part thereof without the prior written consent of Landlord. In addition, Tenant shall not, without the prior written consent of Landlord (i) transfer possession or occupancy of the Demised Premises or any part thereof to any Person, (ii) transfer, pledge or mortgage this Lease, or (iii) assign all or a part of the Demised Premises, whether by operation of law or otherwise. Notwithstanding the foregoing, Tenant shall have the right, with prior notice to Landlord but without Landlord's prior consent, to transfer or assign the Lease or Tenant's interest in the Demised Premises to any "affiliate" of Tenant, as that term is defined in Rule 12b-2 of the regulations promulgated pursuant to the Securities Exchange Act of 1934, as amended, provided that Tenant shall remain responsible for the obligations of Tenant under this Lease. Consent by Landlord to any assignment, transfer, pledge, mortgage or subletting to any party shall not be construed as a waiver or release of Tenant's obligations under this Lease, but if Landlord consents to any sublet, transfer, pledge, mortgage or assignment Tenant and Guarantor shall remain fully liable for all sums due and as they become due under this Lease. Consent to one assignment, transfer, pledge, mortgage or sublease to any Person shall not be deemed to be a consent to any subsequent assignment, transfer, pledge, mortgage or subletting without Landlord's written consent. Any assignment, sublet, transfer, pledge or mortgage made without Landlord's consent shall be void and shall constitute an Event of Default of this Lease.

19. CASUALTY DAMAGE.

19.1. In the event of damage to or destruction of the Demised Premises caused by fire or other casualty, or damage or destruction to the Building or the facilities necessary to provide services and normal access to the Demised Premises in accordance herewith, Landlord, after receipt of written notice thereof from Tenant, shall to the extent of insurance proceeds received by Landlord on account of such damage, with all due diligence, repair, restore, and rebuild the Demised Premises to a condition substantially the same as existed before the damage (excluding any improvements or alterations installed or constructed by or at the expense of Tenant), and shall bear all costs for labor and materials incurred in connection with that work. The requirement of due diligence in restoring the Demised Premises shall be subject to a reasonable opportunity to adjust loss with insurance companies, and to a reasonable opportunity to obtain labor and materials if they are unavailable for a reason other than the fault of Landlord.

19.2. Landlord shall proceed diligently to restore the Demised Premises to substantially its condition prior to the occurrence of the damage. Landlord shall not be obligated to repair or restore any alterations, additions, fixtures or equipment which Tenant may have installed (whether or not Tenant has the right or the obligation to remove the same or is required to leave the same on the Demised Premises as of the expiration of earlier termination of this Lease) unless Tenant, in a manner satisfactory to Landlord, assures payment in full of all costs as may be incurred by Landlord in connection therewith.

19.3. Landlord shall not insure any Tenant improvements, or any fixtures, equipment or other property of Tenant. Tenant shall, at its sole expense, insure the value of its leasehold improvements, fixtures, equipment and personal property located in or on the Demised Premises, for the purpose...
of providing funds to Landlord to repair and restore the Demised Premises to substantially its condition prior to occurrence of the casualty occurrence. If there are any such alterations, fixtures or additions and Tenant does not assure or agree to assure payment of the cost of restoration or repair as aforesaid, Landlord shall have the right to restore the Demised Premises to substantially the same condition as existed prior to the damage, excepting such alterations additions or fixtures.

19.4. The validity and effect of this Lease shall not be impaired in any way by the failure of Landlord to complete repairs and restoration of the Demised Premises or of the Building within one hundred and twenty (120) days after commencement of the work. If Landlord has in good faith notified Tenant that the repair and restoration could be completed within such period, provided that Landlord proceeds diligently with such repair and restoration, in the case of damage to the Demised Premises which is of a nature or extent that Tenant’s continued occupancy is substantially impaired, then the Rent and Tenant’s Proportionate Share otherwise payable by Tenant hereunder shall be equitably abated or adjusted for the duration of such impairment. Tenant shall be responsible to repair all of Tenant’s leasehold improvements and all equipment, fixtures and personal property located in or on the Demised Premises subject to Section 10 and to such other conditions as Landlord may reasonably require.

20. INSURANCE AND INDEMNIFICATION OF LANDLORD; WAIVER OF SUBROGATION.

20.1. Tenant covenants and agrees to indemnify, defend and hold Landlord harmless from and against any costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with: (a) any failure by Tenant to perform any of the agreements, terms, covenants, or conditions of this Lease required to be performed by Tenant; (b) any failure by Tenant to comply with any statutes, ordinances, regulations or orders of any governmental authority, including environmental; (c) injuries to invitees, licensees and guests of Tenant, including but not limited to employees of Tenant, whether such claims or suits are the result of any act or omission of Tenant, or its agents, visitors, contractors, servants or employees; and (d) damage to any personal property, whether that of Tenant or any other person, arising out of or the result of any act or omission of the Tenant attributable to Tenant’s possession of and operations on the Demised Premises and any work to be performed on the Demised Premises by the Tenant during the Lease Term. In furtherance, but not in modification of the foregoing, Tenant agrees to obtain and keep in force during the Lease Term, and pay all premiums for the insurance described in Section 20.3 of this Lease.

20.2. Tenant shall not do or commit, or suffer or permit to be done or committed, any act or thing as a result of which either: (a) any policy of insurance of any kind on or in connection with the Premises shall become void, invalid or suspended; or (b) the insurance risk on the Building or the Premises shall (in the opinion of the insuring companies) be rendered more hazardous. Tenant shall pay to Landlord, as Additional Rent hereunder, the amount of any increase in premium costs for such insurance resulting from any breach of this covenant.

20.3. At Tenant’s sole cost and expense, Tenant shall procure and maintain, with Landlord named as an additional insured, the following types of insurance coverage throughout the Lease Term and any renewals or extensions thereof:

(a) Commercial General Liability Insurance ("Insurance") covering Bodily Injury, Personal Injury and Property Damage Liability occasioned by or
arising out of or in connection with Tenant's use, operation and occupancy of the Demised Premises with such coverages as are normal and customary for a building of comparable size and use within Scranton, Pennsylvania and reasonably satisfactory to Landlord. Such Insurance shall be primary insurance relative to any other insurance that may be available to Landlord. Any other insurance available to Landlord shall be non-contributing with, and excess to, such insurance. The limits of such insurance shall be no less than:

(i) Each Occurrence Limit $1,000,000.00  
(ii) General Aggregate Limit $1,000,000.00  
(iii) Products/Completed Operations Aggregate Limit $1,000,000.00  
(iv) Personal Injury and Advertising Injury Limit $1,000,000.00  
(v) Fire Damage (Any One Fire) $1,000,000.00  
(vi) Medical Expense (Any One Person) $25,000.00  

(b) Employer's Liability Insurance:

(i) Bodily Injury by Accident (each accident) $250,000.00  
(ii) Bodily Injury By Disease: $500,000.00  
(iii) Bodily Injury Disease: (each employee) $100,000.00  

(c) Tenant shall maintain Worker's Compensation Insurance in the amounts required under Pennsylvania law.

(d) Property Insurance insuring Tenant's business personal property and Tenant improvements against direct risk of loss. The limit of coverage required for business personal property shall be equal to 100% of the current replacement cost value of such business personal property.

20.4. The carriers providing all coverages required by this Section 20 shall be obligated to provide Landlord with thirty (30) days' advance written notice of any cancellation, material change or non-renewal. Tenant shall provide renewal certificates to Landlord within thirty (30) days of the renewal date of such policies. All insurance required hereunder shall be provided by insurers who maintain a general policyholder's rating of 'A' or above in the most recent issue of Best's Insurance Reports. Copies of all such policies and endorsements, certified by the insurers, shall be supplied to Landlord within thirty (30) days after a written request is received by Tenant and shall name Landlord as an additional insured. On or before the date Landlord delivers possession of the Demised Premises to Tenant, Tenant shall provide Landlord with evidence that such insurance is in full force and effect or effectively renewed.

20.5. Landlord makes no representation that the limits of liability specified to be carried by Tenant under this Lease are adequate to protect Tenant. If Tenant believes that any such insurance coverage is insufficient, Tenant shall provide, at its own expense, such additional insurance as Tenant deems adequate.
20.6. Notwithstanding anything to the contrary herein, Landlord and Tenant each waives its right to recover against and releases the other from any claim arising out of loss, damage or destruction to the Premises and all other improvements and contents thereon or therein, to the extent the loss or damage is covered by insurance proceeds available under an existing property insurance policy, or under a property insurance policy which Landlord and Tenant are required to obtain pursuant to Section 20 of this Lease, whichever is greater, whether or not such a loss, damage or destruction may be attributable to the negligence of either party. This waiver applies to the directors, officers, employees and shareholders of each party. Each policy shall include a waiver of the insurer’s right of subrogation against the party hereto who is not the insured under said policy for any claim/s, including, in Tenant’s case, a waiver of Tenant’s and its insurer’s right of subrogation against Landlord for any business personal property loss suffered by Tenant.

20.7 Landlord agrees that it shall procure and maintain during the Lease Term and any renewals and extensions thereof such general liability, fire, property damage and other insurance as Landlord deems reasonably necessary, and in all cases at least in an amount equal to the reasonable estimate of the replacement cost of the Premises. Landlord’s insurance shall be maintained by Landlord at Tenant’s sole cost and expense, such cost and expense shall be chargeable as Additional Rent for the Premises.

21. EMINENT DOMAIN.

21.1. If the whole of the Demised Premises is taken by eminent domain or is conveyed by Landlord in lieu of any such condemnation for any public or quasi-public use or purpose, the Lease Term shall expire as of the date on which possession of the Demised Premises is required to be surrendered to the condemning authority, and all Rent shall be paid up to such date, apportioned on a daily basis for such month during which the Lease terminates.

21.2. If any part of the Demised Premises is taken by eminent domain or is conveyed by Landlord in lieu of any such condemnation for any public or quasi-public use or purpose and the remainder of the Demised Premises shall thereafter be unsuitable for the business of Tenant, the Lease Term shall cease and terminate as of the date on which possession of the Demised Premises is required to be surrendered to the condemning authority as though such condemnation or conveyance were a total condemnation under Section 21.1. If, in the reasonable judgment of Landlord, the remainder of the Demised Premises after such condemnation or conveyance is suitable for the business of Tenant, Landlord shall promptly restore the Demised Premises, to the extent of net condemnation proceeds available for such purpose after payment of all costs and payment of any amounts that may be due to any mortgagee for the value of the diminished fee, to a condition as nearly comparable as possible to its condition immediately preceding such condemnation or conveyance, and Rent shall abate in the ratio that the area of the Demised Premises condemned or conveyed bears to the total area of the Demised Premises before such condemnation or conveyance.

21.3. If any part of the Premises, other than any portion of the Demised Premises, is taken by eminent domain or is conveyed by Landlord in lieu of such condemnation for any public or quasi-public use or purpose and the remainder of the Premises after such conveyance or condemnation shall be unsuitable, in the reasonable judgment of Landlord, for continued operation as an integral unit, Landlord may elect to treat such condemnation or conveyance as a condemnation or conveyance of the whole of the Demised Premises under the terms of Section 21.1. If Landlord does not elect the foregoing option, this Lease shall continue without any right on the part of Tenant to claim any reduction in Rent or other payments due hereunder by reason of the reduction in size of the Premises, provided that there is no reduction in the size of the Demised Premises.
21.4. If the Demised Premises or the rights of Tenant under this Lease are affected in any way by any condemnation or conveyance in lieu thereof, Tenant waives all claims of any nature whatsoever against Landlord and assigns to Landlord all claims of any nature against the condemning authority arising by reason of such condemnation or conveyance in lieu thereof, including without limitation all claims for loss of Tenant's leasehold estate. Notwithstanding the foregoing, Tenant may file such claims with the condemning authority as may be permitted by applicable law for removal expenses, business dislocation damages, and moving expenses but only so long as such claims do not reduce any award otherwise payable to Landlord.

22. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE. This Lease and the estate, interest and rights hereby created are subordinate to any mortgage now or hereafter placed upon the Building or the Land or any estate or interest therein by Landlord, and to all renewals, modifications, consolidations, replacements and extensions of same as well as any substitutions therefor.

22.1 In the event of (i) a transfer of Landlord's interest in the Demised Premises, or (ii) the purchase of the Demised Premises or Landlord's interest therein at a foreclosure sale or by deed in lieu of foreclosure under any mortgage or pursuant to a power of sale contained in any mortgage, then in any of such events Tenant shall attorn to and recognize the transferee of Landlord's interest as Landlord under this Lease for the balance then remaining of the Term, and thereafter this Lease shall continue as a direct lease between such Person, as "Landlord," and Tenant, as "Tenant," and such transferee or Tenant shall not be liable for any act or omission of prior to such Person's succession to title, nor be subject to any offset, defense or counterclaim accruing prior to such Person's succession to title for more than one month in advance. Tenant agrees that, within thirty (30) days after written request therefor from Landlord, it will, from time to time, execute and deliver any instrument or other document required by any mortgagor, transferee, Tenant or other interested Person to confirm such attornment and/or such obligation to attorn.

22.2 Landlord shall procure and deliver for Tenant's benefit, concurrently with the execution by Landlord of any mortgage with respect to the Premises, a written agreement, as set forth in Exhibit D, between Tenant and the holder of any mortgage, providing in substance that so long as Tenant is not in material default under this Lease beyond any grace period, Tenant shall not be joined as a party defendant in any foreclosure action or proceeding which may be instituted or taken by the holder of any mortgage, Tenant shall not be evicted from the Demised Premises, nor shall Tenant's leasehold estate or possession under this Lease be terminated or disturbed, nor shall any of Tenant's rights under this Lease be affected, in any way, by reason of any default under any mortgage, and if Landlord's interest in the Demised Premises or this Lease shall be terminated, this Lease shall remain in effect.

23. ESTOPPEL CERTIFICATE. Within thirty (30) days after written request by Landlord in connection with any sale, assignment or mortgage of the Demised Premises, or otherwise, Tenant shall execute and deliver to Landlord or to any proposed mortgagor or purchaser a certificate in recordable form stating (if such be the case) that this Lease is in full force and that there are no defenses or offsets thereto, or stating those claimed by Tenant. If Tenant shall fail to execute and deliver any such certificate as above provided, Tenant hereby appoints Landlord as Tenant's attorney-in-fact to execute any such certificate on behalf of Tenant.

24. QUIET ENJOYMENT. Tenant, upon its payment of all Rent and other sums herein provided, and upon its compliance with and performance of all those provisions, terms, conditions and obligations applicable to and to be
performed by Tenant hereunder, shall quietly hold, occupy and enjoy the Demised Premises for the Lease Term (and any extensions thereof) without disturbance, hindrance, ejection or interruption by Landlord, or anyone claiming an interest in the title to the Land or Building, by, through or under Landlord, subject to the terms, covenants and provisions of this Lease.

25. EVENTS OF DEFAULT. It shall be an event of default ("Event of Default") under this Lease if:

(a) Tenant fails to pay any installment of Base Rent, Additional Rent or other sum payable by Tenant hereunder within ten (10) days after written notice from Landlord that the same is past due;

(b) Tenant fails to observe or perform any other covenant or agreement of Tenant herein contained, including without limitation the Rules and Regulations set forth in Exhibit C to this Lease, and such failure continues after written notice given by or on behalf of Landlord to Tenant for more than thirty (30) days;

(c) Tenant uses or occupies the Demised Premises other than for the Permitted Use;

(d) Tenant assigns or sublets, or purports to assign or sublet, the Demised Premises or any part thereof other than in the manner and upon the conditions set forth herein;

(e) Tenant abandons or vacates the Demised Premises or without Landlord's prior written consent, Tenant removes or attempts to remove or manifests an intention to remove any of Tenant's property from the Demised Premises other than in the ordinary and usual course of business;

(f) Tenant files a petition commencing a voluntary case, or has filed against it a petition commencing an involuntary case, under the United States Bankruptcy Code, as now or hereafter in effect, or under any similar law, or files or has filed against it a petition or answer in bankruptcy or for reorganization or for an arrangement pursuant to any state bankruptcy law or any similar state law, and, such petition or answer shall not be dismissed within sixty (60) days after filing;

(g) a custodian, receiver, trustee or liquidator of Tenant or of all or substantially all of Tenant's property of the Demised Premises shall be appointed in any proceedings brought by or against Tenant and, in the latter case, such entity shall not be discharged within sixty (60) days after such appointment or Tenant consents to or acquiesces in such appointment; or

26. LANDLORD'S REMEDIES. Upon the occurrence of any Event of Default, Landlord at any time thereafter may at its option exercise any one or more of the following remedies:

26.1. Landlord may terminate this Lease, upon thirty (30) days written notice to Tenant, without any right by Tenant to reinstate its rights by payment of Rent due or other performance of the terms and conditions hereof. Upon such termination, Tenant shall immediately surrender possession of the Demised Premises to Landlord.

26.2. With or without terminating this Lease, as Landlord may elect, Landlord may re-enter and repossess the Demised Premises, or any part thereof, and lease them to any other person upon such terms as Landlord shall deem reasonable, for a term within or beyond the Lease Term; provided, that any such reletting prior to termination shall be for the account of Tenant, and Tenant shall remain liable for: (i) all Annual Base Rent, Additional Rent and other sums which would be payable under this Lease by Tenant in the absence
of such expiration, termination or repossession; less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant after deducting from such proceeds all of Landlord's expenses, reasonable attorneys' fees and expenses, employees' expenses, reasonable alteration costs, expenses of preparation for such reletting and all costs and expenses, direct or indirect, incurred as a result of Tenant's breach of the Lease. If the Demised Premises are at the time of the Event of Default sublet or leased by Tenant to others, Landlord may, as Tenant's agent (which appointment is hereby declared to be irrevocable), collect rents due from any subtenant or other tenant and apply such rents to the Rent and other amounts due hereunder without in any way affecting Tenant's obligation to Landlord hereunder.

26.3. Landlord may declare Base Rent and all items of Additional Rent (the amount thereof to be based on historical amounts) for the entire balance of the then current Lease Term immediately due and payable, together with all other charges, payments, costs, and expenses payable by Tenant as though such amounts were payable in advance on the date the Event of Default occurred.

26.4. Landlord may remove all persons and property from the Demised Premises, and store any such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, without service of notice or resort to legal process (all of which Tenant expressly waives) and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

26.5. In addition to all other rights and remedies of Landlord, if an Event of Default shall occur, Landlord, to the extent permitted by law, have a right of distress for rent and lien on all of Tenant's property, fixtures, merchandise and equipment in the Demised Premises, as security for Rent and all other charges payable hereunder.

26.6. In the event of breach or threatened breach by Tenant of any provision of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity in addition to other remedies provided for herein.

26.7. Confession of Judgment

(i) Money Judgment: For value received and upon the occurrence of an Event of Default hereunder, Tenant does hereby empower any attorney of any court of record within the United States or elsewhere, to appear for Tenant and with or without Complaint filed, confess judgment against Tenant and in favor of Landlord, its successors or assigns, for the sum due by reason of said default in the payment of Minimum Rent and any other charges, and for the sum due by reason of any breach of covenant or condition broken by Tenant, with costs of suit and attorney's commission of fifteen percent (15%) for collection, and forthwith issue writ or writs of execution thereon with release of all errors without stay of execution.

(ii) Judgment in Ejectment: For value received and upon the occurrence of an Event of Default hereunder, or upon termination of the term of this Lease and the failure of Tenant to deliver possession to Landlord, Tenant further, at the option of Landlord, authorizes and empowers any such attorney, either in addition to or without such judgment for the amount due according to the terms of this Lease, to appear for Tenant any other person claiming under, by or through Tenant, and confess judgment forthwith against Tenant and such other persons and in favor of Landlord in an amicable action of ejectment for the Leased Premises, with release of all errors. Landlord may forthwith issue a writ or writs of execution for the amount of any judgment and
costs, without leave of Court, and Landlord may, by legal process, without notice re-enter and expel Tenant from the Leased Premises, and also any person holding under Tenant.

Tenants' initials below this provision, acknowledges specifically, that Tenant has read and understands this provision and has specifically agreed to the provisions regarding confessions of judgment.

26.8. INTENTIONALLY OMITTED

26.9. Landlord shall have the right to pursue any of the Remedies set forth herein, before, simultaneous or subsequent to proceeding against the Guarantor/s as set forth in the Guaranty Agreement attached hereto as Exhibit "P".

26.10. The right to enforce all of the other provisions of this Lease may at the option of any assignee of this Lease, be exercised by any assignee of the Landlord's right, title and interest in this Lease in his, her or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

26.11. No expiration or termination of the Lease Term pursuant to this Section 26 or by operation of law or otherwise (except as expressly provided herein), and no repossession of the Demised Premises or any part thereof shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive such expiration, termination or repossession, and Landlord may, at its option, sue for and collect all Rent and other charges due hereunder at any time as when such charges accrue.

27. Repairs and Maintenance by Tenant. Throughout the Term, and at such other times as Tenant occupies the Leased Premises or any part thereof, Tenant, at its sole cost and expense, shall maintain the non-structural portions of the Leased Premises (including the storefront), the Leasethold Improvements and Tenant's Property in good order, condition and repair. Tenant shall not cause or permit any waste, damage or injury to the Leased Premises or the Shopping Center. Tenant's obligations shall include without limitation, repairing, maintaining and making replacements to items such as the following: floor coverings; walls (other than structural walls) and wall coverings; ceilings; utility meters; pipes and conduits exclusively serving the Leased Premises; fixtures; the HVAC system; plumbing, heating, electrical and other mechanical systems exclusively serving the Leased Premises; sprinkler and other fire protection equipment exclusively serving the Leased Premises; the storefront(s); security grilles or similar enclosures; locks and closing devices; window sashes, casements and frames; glass, doors and door frames. Tenant agrees to maintain with a reputable contractor a regular service and maintenance contract on the HVAC equipment and system servicing the Leased Premises, with routine inspections and servicing as recommended by the HVAC manufacturer, and Landlord shall have the right to obtain copies of said contract from Tenant upon request.

28. INTENTIONALLY OMITTED

29. CUMULATIVE REMEDIES. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute, nor shall the bringing of any action for Rent or for
breach or default under any term, condition or covenant, or the resort to any
other remedy herein provided for the recovery of Rent, be construed as a waiver
of the right to obtain possession of the Demised Premises.

30. EXPENSES. In the event that Landlord commences suit for the
repossession of the Demised Premises, for the recovery of Rent or any other
amount due under the provisions of this Lease, or because of the breach of any
other covenant herein contained on the part of Tenant to be kept or performed,
and a breach shall be established, Tenant shall pay to Landlord all expenses
incurred in connection therewith, including reasonable attorneys' fees.

31. LANDLORD'S RIGHT TO ENFORCE STRICTLY. Any law, usage or
custom to the contrary notwithstanding, Landlord shall have the right at all
times to enforce all terms, conditions and covenants hereof in strict accordance
herewith, notwithstanding any conduct or custom on the part of Landlord in
refraining from so doing at any time or times. Further, the failure of Landlord
at any time or times to enforce its rights hereunder strictly in accordance with
the same shall not be construed as having created a custom in any way or
manner contrary to any specific term, condition or covenant hereof, or as
having in any way or manner modified the same.

32. LANDLORD'S RIGHT TO CURE TENANTS DEFAULT. If Tenant
fails to make any payment or do any act herein required to be made or done by
Tenant, then Landlord may, but shall not be required to, make such payment
or do such act, and charge the amount of Landlord's expense, with interest
accruing and payable thereon at the Default Rate as of the date of the
expenditure by Landlord or as of the date of payment thereof by Tenant,
whichever is higher, from the date paid or incurred by Landlord to the date of
payment thereof by Tenant; provided, however, that such Default Rate shall
not at any time exceed the maximum interest rate then allowed by applicable
law. Such payment and interest shall constitute Additional Rent hereunder due
and payable with the next monthly installment of Base Rent; but the making of
such payment or the taking of such action by Landlord shall not operate to
cure the Event of Default by Tenant or to prevent Landlord from pursuing any
remedy to which Landlord would otherwise be entitled.

33. OPTION TO EXTEND LEASE TERM.

33.1. Tenant is granted the option (an "Extension Option") to extend the
Lease Term for one (1) additional periods of five (5) years (an "Extension Term"),
to be exercised separately subject to the following terms and conditions:

(a) The Extension Option shall be exercised at least one hundred and
twenty (120) days prior to the expiration of the current term;

(b) At the time of exercising the Extension Option, this Lease shall be
in full force and effect and there shall exist no Event of Default, nor any event
which, by the giving of notice or the passage of time, or both would constitute
an Event of Default; and

33.2. If an Extension Option is effectively exercised, all the terms and
conditions contained in this Agreement, including but not limited to 8.2, shall
continue to apply during the applicable Extension Term except that:

(a) There shall be no further right of extension beyond the Extension
Options;

(b) An Extension Option shall apply to all (and not less than all) of the
Demised Premises originally leased hereunder, plus any additional space
leased by Tenant pursuant to any option or right of first refusal contained
herein or otherwise;
34. NOTICES. All notices or other communications hereunder shall be in writing and shall be sent to the addresses set forth below (or at such other address as a party may hereafter designate for itself) by notice to the other party as required hereby in one of the following manners: (a) hand delivery with signed receipt, (b) nationally recognized overnight courier; (c) first class U.S. Mail registered or certified mail, return receipt requested, postage prepaid; or (d) facsimile transmission. All notices and communications to Tenant may also be given by leaving same at the Demised Premises during business hours with the person then in charge. Notices by one party to the other shall be deemed given upon earlier of actual receipt by the addressee or upon refusal to accept delivery.

If to Landlord:

Shea Place Development, LLC  
PO Box 312  
Dunmore, PA 18512

and a copy to:

Rocco V. Valvano, Jr, Esquire  
321 Spruce Street  
Ste 201 Bank Towers  
Scranton, PA 18503

If to Tenant:

and a copy to:

35. PARKING. During the Lease Term, Tenant's employees, business invitees and visitors shall have the non-exclusive right to use, at no cost to Tenant, and in common with the respective customers, business invitees and visitors of all other tenants of the Building, all parking spaces on the Premises.

36. INTENTIONALLY OMITTED.

37. INTENTIONALLY OMITTED.

38. MISCELLANEOUS.

38.1. Relationship of the Landlord and Tenant. The relationship of the parties under this Lease is solely that of Landlord and Tenant and shall in no way be construed as a partnership, joint venture, or other joint enterprise.

38.2. Sign Requirements. Tenant shall have the right to install signs on the Premises consistent with the signage design for the commercial building. Said signage shall be subject to compliance with all applicable governmental requirements and consent of Landlord, which consent shall not be unreasonable withheld. Tenant shall also be provided a double-sided slot on the pylon sign. The signage to be installed at Tenant's sole cost and expense.

38.3. Accord and Satisfaction. No acceptance by Landlord of an amount less than the Base Rent and other payments stipulated to be due under this Lease shall be deemed to be other than a payment on account of the earliest such Rent or other payments then due or in arrears nor shall any endorsement or statement on any check or letter accompanying any such payment be deemed an accord and satisfaction. Landlord may accept any check for payment by Tenant without prejudice to Landlord's right to recover the
remainder of any Rent or other payment then in arrears and Landlord may pursue any other remedy provided in this Lease. No acceptance by Landlord of any payment of Rent or other sum by Tenant shall be deemed a waiver of any of the obligations of Tenant under this Lease.

38.4. Holding Over. If Tenant shall hold over without the consent of Landlord after the termination of this Lease for any reason whatsoever, Tenant shall pay as liquidated damages and not as a penalty (to compensate Landlord for loss of rents and inability to re-let the Demised Premises) an amount equal to the lesser of (a) twice the Base Rent then in effect, or (b) the then fair market rental of the Demised Premises, calculated on a pro-rated basis for the period during which such holding over continues, plus all Additional Rent and all other sums due and owing to Landlord hereunder during such period, plus any damages, costs and expenses incurred by Landlord as a result of such holding over. The acceptance of such amount by Landlord from Tenant shall be without prejudice to any other rights or remedies of Landlord at law or in equity or under this Lease. In addition, without limiting any such rights or remedies of Landlord, or creating any right in Tenant to continue occupancy of the Demised Premises, all of Tenant’s obligations with respect to the use, occupancy and maintenance of the Demised Premises shall continue during the period of such holding over.

38.5. Recording. Tenant shall not record this Lease without the written consent of Landlord. If requested by Landlord a memorandum or short-form Lease in form specified by Landlord shall be executed by Tenant.

38.6. Delays. If either party to this Lease shall be delayed or prevented from the performance of any obligation hereunder (other than the obligation of Tenant to pay Rent or Additional Rent when due) by reason of labor disputes, failure of utility services, riots, insurrection, Acts of God, war or other similar causes beyond the reasonable control of such party, the performance of such act shall be excused for the period of the delay.

38.7. Entire Agreement. This Lease and the Exhibits attached hereto sets forth the entire agreement between Landlord and Tenant and there are no other agreements expressed or implied, oral or written, except as herein set forth. This Agreement may not be amended, altered or changed except in writing executed by both Landlord and Tenant.

38.8. Captions. The captions and Section numbers appearing in this Lease are inserted only for the convenience of Landlord and Tenant and shall not in any way affect the meaning or intent of any portion of this Lease.

38.9. Partial Invalidity and Construction. The Sections of this Lease are intended to be severable. If any Section or provision of this Lease shall be held to be unenforceable by any court of competent jurisdiction, this Lease shall be construed as though such Section had not been included in it. If any Section or provision of this Lease shall be subject to two constructions, one of which would render such Section or provision invalid, then such Section shall be given that construction which would render it valid. If there is any ambiguity in this Lease, it shall not be construed in accordance with any presumption against Landlord as a result of its having initially drafted this Lease.

38.10. Binding Effect, Successors and Assigns. The provisions of this Lease shall be binding upon Landlord and Tenant and their respective heirs, administrators, successors and assigns provided that this provision shall not be deemed the consent by Landlord to any subletting or assignment by Tenant except as herein specifically provided. Each individual executing this Lease on behalf of a corporation, or any other entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation or any other entity in accordance with the duly adopted resolution of the governing body thereof, a copy of which shall be provided to the other party.
upon the execution of this Lease, and that this Lease is binding upon said corporation or any other entity in accordance with its terms.

38.11. Time of the Essence. All times, wherever specified herein for the performance by Landlord or Tenant of their respective obligations hereunder, are of the essence of this Lease.

38.12. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excepting, however, its laws or principles regarding conflicts of laws or choice of laws.

38.13. No Representations or Warranties. Tenant acknowledges and agrees that, except as expressly set forth in this Lease, there have been no representations or warranties made by or on behalf of Landlord with respect to the Demised Premises, the Building or the Land with respect to the suitability of either for the conduct of Tenant’s business.

38.14. Jurisdiction; Service of Process; Waiver of Counterclaims. Landlord and Tenant hereby irrevocably consent to the jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking, and irrevocably agrees to service of process by Certified Mail, Return Receipt Requested to the address of Landlord and Tenant set forth herein. Landlord and Tenant hereby waive and shall not interpose any objections of forum non conveniens, or to venue and consent to any and all relief ordered by such court.

38.15. Counterparts. This Lease has been executed in several counterparts, all of which constitute one and the same instrument. This Lease shall not be binding and in effect until at least one counterpart, duly executed by the Landlord and the Tenant, has been delivered to each party hereto.

38.16. INTENTIONALLY OMMITTED

38.17. WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT’S USE OF OR OCCUPANCY OF THE DEMISED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE AND ANY EMERGENCY OR ANY OTHER STATUTORY REMEDY.

38.18. Restriction. Landlord agrees not to enter into any agreement with another Medical Marijuana Dispensary at the Demised Premises. It is understood that during any of the Pennsylvania Medical Marijuana Program, the Landlord shall not enter into more than one Lease agreement at the Demised Premises with the understanding the State will only issue one dispensary license in Phase 1 and therefore, only one prospective Tenant would be permitted by the State to dispense Medical Marijuana at the Demised Premises. Should the State alter its position and award more than one Dispensary License in Lackawanna County in Phase 1 and more than one prospective Tenant received a license to dispense Medical Marijuana at the Demised Premises, then Landlord, in Landlord’s sole discretion, shall select the Tenant to occupy the Demised Premise. The Tenant that is not selected, shall forfeit its Deposit tendered at the signing of this Agreement and thereafter this Agreement shall be automatically terminated and rendered Null and Void with neither party having any further obligation to the other party. It is expressly understood, acknowledged and agreed that the restrictions contemplated and intended hereinabove shall NOT apply to CVS.
38.19. Limitation of Remedies; Limitation on Right of Recovery Against Landlord. It is specifically understood and agreed that there shall be no personal liability of any shareholder, trustee, officer, employee, representative or agent of Landlord in respect to any of the covenants, conditions or provisions of this Lease. Further, in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant’s remedies. Accordingly, Tenant hereby agrees to look solely to Landlord’s equity in the Premises for the satisfaction of any claim arising from this Lease and shall not seek to impose personal liability on any shareholder, trustee, officer, employee, representative or agent of Landlord. A similar limitation on liability shall be inserted in each document executed by Landlord pursuant to this Lease. Moreover should Landlord wrongfully withhold consent, Tenant acknowledges that Tenant’s sole remedy shall be specific performance.

38.21. Joint and Several Liability. If two or more individuals, corporations, partnerships or other persons (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other persons to pay the Rent and perform all other obligations hereunder shall be deemed to be joint and several, and all Notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other persons shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other legal entity, the partners or members of which are, by virtue of any applicable law, rule or regulation, subject to personal liability, the liability of each such partner or member under this Lease shall be joint and several and each such partner or member shall be fully obligated hereunder and bound hereby as if each such partner or member had personally signed this Lease.

38.22. Survival. Notwithstanding anything to the contrary contained in this Lease, the expiration of the Term of this Lease, whether by lapse of time or otherwise, shall not relieve Tenant from its obligations accruing prior to the expiration of the Term.

39. License Contingency Period. Tenant shall have, after Lease execution and payment of the non-refundable security deposit, until July 10, 2017 or until such other date mutually agreed upon in writing by Landlord and Tenant, to receive Department approval for its Dispensary License. Tenant further agrees to promptly provide Landlord written notice of its receipt of the Dispensary License and waiver of the License Contingency. Should Tenant not receive it's Department approval or fail to promptly provide written notice to Landlord by July 10, 2017 or other date mutually agreed upon in writing by Landlord and Tenant, of its receipt of the Dispensary License, Tenant shall forfeit its Deposit tendered at the signing of this Agreement and thereafter this Agreement shall be automatically terminated and rendered Null and Void with neither party having any further obligation to the other party.

40. Mechanics’ Liens. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT UPON CREDIT, AND THAT NO MECHANIC’S OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR
AFFECT THE FEE ESTATE. NOTHING IN THIS LEASE SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE LANDLORD’S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFRINGEMENT OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION WORK, NOR AS GIVING TENANT ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE FEE ESTATE. TENANT SHALL INDEMNIFY LANDLORD AGAINST ANY CLAIMS ARISING FROM CONSTRUCTION WORK UNDERTAKEN BY TENANT OR ANYONE CLAIMING THROUGH TENANT, AND AGAINST ALL PROHIBITED LIENS.

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

ATTEST:                 Shea Place Development, LLC

Member

Title:

By:   James Valvano

James A. Valvano, Member

ATTEST

VHEMS, LLC.

Managing Partner

Title:

By:  Jesse Vipond

Final 3/17/17
EXHIBIT "B"

OMMITTED
EXHIBIT "C"

RULES AND REGULATIONS

Tenant expressly covenants and agrees, at all times during the Term, and at such other times as Tenant occupies the Leased Premises or any part thereof, to comply, at its own cost and expense, with the following:

1. Any handling of freight for any purpose, or deliveries to or from the Leased Premises, shall be made in a manner which is consistent with good shopping center practice and only at such times, in such areas, and through such entrances and exits as are from time to time designated for such purposes by Landlord.

2. All garbage and other refuse shall be kept inside the Leased Premises in the type of container specified by Landlord until such time as it is to be collected. All garbage shall be prepared for collection, and collected in the manner and at the times and places specified by Landlord. If Landlord elects to furnish or designate any service for the removal of garbage and other refuse, Tenant shall use such service. Tenant shall not be obligated to pay more for such service than the prevailing competitive rates charged by reputable, independent trash removal contractors for equal service on a direct and individual basis. If furnished or billed by or through Landlord, Tenant shall pay for such service monthly as Additional Rent. Landlord may also provide trash compactors for compacting Tenant’s trash and add the cost thereof to Landlord’s Operating Costs. If Landlord does not provide such service, Tenant shall be solely responsible for contracting for the removal of all garbage and other refuse from the Leased Premises and shall pay promptly all charges therefor.

3. Tenant shall not (i) suffer, allow or permit any vibration, noise, odor or flashing or bright light to emanate from the Leased Premises or from any machine or other installation located therein, or otherwise suffer, allow or permit the same to constitute a nuisance to or interference with the safety, comfort or convenience of Landlord or of any other occupant or user of the Shopping Center; (ii) display, paint or place any handbills, bumper stickers or other advertising devices on any vehicle(s) parked in the parking area(s) of the Shopping Center, whether belonging to Tenant, its employee(s) or any other person(s); (iii) solicit business or distribute any handbills, or other advertising materials in the Common Areas; (iv) conduct or permit any other activities in the Shopping Center that might constitute a public or private nuisance; (v) permit the parking of any vehicles or the placement of any displays, trash receptacles or other items, so as to interfere with the use of any driveway, fire lane, corridor, walkway, parking area, mall or any other Common Area; (vi) use or occupy the Leased Premises or permit anything to be done therein which in any manner might cause injury or damage in or about the Shopping Center; or (vii) use or occupy the Leased Premises in any manner which is unreasonably annoying to other tenants in the Shopping Center unless directly occasioned by the proper conduct of Tenant’s business in the Leased Premises.

4. Tenant acknowledges and agrees, it, and not the Landlord, is solely responsible for securing and protecting its personal property, the Leased Premises, and all property located within the Leased Premises.

5. Tenant shall use the plumbing within the Leased Premises and the Shopping Center only for the purpose for which it is designed. Tenant shall be solely responsible for any breakage, stoppage or damage resulting from its violation of this provision, and shall pay any costs associated therewith to Landlord upon demand as Additional Rent.
6. Tenant shall promptly obtain all permits, including occupancy permits, for the Leased Premises or its use thereof. Tenant shall pay before delinquency all license and permit fees and other charges of a similar nature, for the conduct of any business in, or any use of, the Leased Premises. Upon request, Tenant shall provide to Landlord a copy of all its permits, including the Certificate of Occupancy.

7. Tenant shall not place a load on any floor in the Shopping Center which exceeds the load which the floor was designed to carry, or which may result in improper weight distribution on such floors.

8. Tenant shall not install, operate or maintain in the Leased Premises, or in any other area of the Shopping Center, electrical equipment which does not bear the Underwriters Laboratories seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation.

9. To the extent required by Landlord, or any law, rule, regulation, guideline or order, Tenant shall provide sound barriers for all mechanical systems serving the Leased Premises.

10. Tenant shall not store, display, sell or distribute any alcoholic beverages, dangerous materials, flammable materials, explosives or weapons in the Leased Premises, or conduct any unsafe activities therein, unless permitted pursuant to Tenants permitted use.

11. Tenant shall not sell, distribute, display or offer for sale any paraphernalia commonly employed in the use or ingestion of illicit drugs, or any x-rated, pornographic, lewd or so-called 'adult' newspaper, book, magazine, film, picture, video tape or video disk unless permitted pursuant to Section 1.1.

12. Tenant shall comply with all statutes, laws, rules, orders, regulations and ordinances affecting the Leased Premises and all the orders or recommendations of any insurance underwriters, safety engineers and loss prevention consultants as may from time to time be consulted by Landlord. In no event shall Tenant use the Leased Premises for purposes which are prohibited by zoning or similar laws or regulations or covenants, conditions or restrictions of record. Tenant acknowledges and agrees it is solely responsible for determining if its business complies with the applicable zoning regulations, and that Landlord makes no representation (explicit or implied) concerning such zoning regulations.

13. Tenant shall not operate or permit to be operated in the Leased Premises any coin or token operated vending machine or similar device including without limitation, telephones, lockers, toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other goods.

14. No radio or television aerial or other device may be erected by Tenant on the roof or on any exterior wall of the Leased Premises, or the building in which the Leased Premises is located, without Landlord's prior written consent. Any aerial or other device installed without such written consent shall be subject to removal by Landlord, at Tenant's sole risk and expense, without notice.

15. Tenant shall comply with all other reasonable rules and regulations from time to time established by Landlord.
EXHIBIT "D"

COMMENCEMENT DATE AGREEMENT

WHEREAS, SHEA PLACE DEVELOPMENT, LLC, as Landlord, and VHEMS, LLC a Pennsylvania Limited Liability Company, as Tenant, entered into a Lease Agreement dated March 18th, 2017, for Leased Premises at the Shopping Center located at 1137 Moosic Street, Scranton, Pennsylvania; and

WHEREAS, in accordance with the Lease Agreement, the parties wish to confirm the Commencement Date and the ending date of the original term of said Lease Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. The Commencement Date is

2. The original term of said Lease Agreement shall end midnight on

3. All the terms, covenants and conditions of the above-referenced Lease Agreement are hereby affirmed, ratified and restated.

IN WITNESS WHEREOF, the parties hereto have duly executed this Commencement Date Agreement this 18th day of March, 2017. § V 3/18/17

LANDLORD:
SHEA PLACE DEVELOPMENT, LLC by its Authorized Member James A. Valvano

By: James Valvano

Attest:

TENANT:
VHEMS, LLC.

By: James Valvano

Attest: Managing Partner

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Final 3-17-17
EXHIBIT "E"

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 10th day of March 2017, by and between VHEMS, LLC a Pennsylvania Limited Liability Company with its principal office at 457 Craig Rd, Dunmore, PA 18514 ("Tenant"), SHEA PLACE DEVELOPMENT, LLC, a Pennsylvania Limited Liability Company, with an address at PO Box 312, Dunmore, Pennsylvania 18512 ("Borrower") and Fidelity Deposit & Discount Bank, a corporation ("Lender"), whose address is

A. Lender has made a mortgage loan (the "Loan") to Borrower secured by a mortgage or deed of trust (the "Deed of Trust") on the real property legally described in Exhibit "A" attached hereto (the "Premises"); and

B. Tenant is the present lessee under a Lease dated March 10, 2017, made by Borrower, as Landlord, demising a portion of the Premises and other property (said lease and all amendments thereto being referred to as the "Lease"); and

C. The Loan terms require that Tenant execute this Agreement as a condition to the Loan; and

D. In return, Lender is agreeable to not disturbing Tenant's possession of the portion of the Premises covered by the Lease (the "Leased Premises"), so long as Tenant is not in default under the Lease.

NOW THEREFORE, the parties hereby agree as follows:

1. Subordination. Subject to the terms and conditions hereinafter set forth, the Lease, and the rights of Tenant in, to and under the Lease and the Leased Premises, are hereby subjected and subordinated to the lien of the Deed of Trust and all extensions, renewals, modifications and additions thereto and consolidations and restatements thereof:

2. Tenant Not to be Disturbed. So long as Tenant is not in default (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or additional rent or of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed (a) Tenant's possession of the Leased Premises, and its rights and privileges under the Lease, including but not limited to any extension or renewal rights; and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust, and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant to Attorn to Lender. If Lender shall become the owner of the Premises or the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Deed of Trust or the Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between the then owner of the Premises, who shall succeed to the rights and duties of the Landlord, and Tenant. Tenant shall attorn to Lender or any other such owner as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments; provided however, that Lender or any such other owner (a) shall not be personally liable for any act or omission of any prior lessor (including Borrower); (b) shall not be bound by any agreement or modification of the Lease
made without Lender’s or such other owner’s consent, which shall not be unreasonably withheld so long as the amount of rent, due dates of rent, lease term, period of any extension, time for exercising any extensions and recourse liability of the Tenant for rent and other charges under the Lease are not affected by the amendment and the interest of the Lender is otherwise not materially affected by the amendment; (c) shall not be liable for the return of any security deposit under the Lease unless such security deposit shall have been actually deposited with Lender; or (d) shall be liable for the payment of rent more than one (1) month in advance of its due date, unless actually received by Lender. Tenant acknowledges that Borrower will assign the Lease to Lender pursuant to the terms of a separate absolute Assignment of Leases and Rents executed in connection with the Deed of Trust as security for the indebtedness secured by the Deed of Trust. Tenant hereby agrees that upon the occurrence of any default under the loan or the documents evidencing or securing the same, and in the event of a demand on Tenant by Lender, or its successors and assigns, for the payment to the Lender or its successors and assigns of the rent due under the Lease, Lessee will pay said rent to Lender and Borrower hereby consents to said payment and releases Tenant from any and all liability, damages or claims in connection with any such payment or payments. Borrower agrees that the receipt by Tenant of any such demand shall be conclusive evidence of the right of Lender to the receipt of said rental payments. Tenant shall be under no obligation to pay rent to Lender or any such other owner until Tenant receives written notice from Lender or any such other owner.

4. Lender’s Option to Cure Borrower’s Default. Tenant agrees that Borrower shall not be in default under the Lease unless written notice specifying such default is given to Lender. Tenant agrees that Lender shall have the right to cure such default on behalf of Borrower within thirty (30) days after the receipt of such notice; provided however, that said 30-day period shall be extended so long as within said 30-day period Lender has commenced to cure and is proceeding diligently to cure said default or defaults. Tenant further agrees not to invoke any of its remedies under the Lease [except the \textit{emergency repair clause}] until said 30 days have elapsed. Lender shall not be obligated to cure nor shall Tenant be exonerated from the Lease by reason of any default by Landlord of the provisions of the Lease which have been amended without Lender’s express approval.

5. Notice of Discharge. Borrower shall endeavor to give notice to Tenant of the reconveyance or other release of the Deed of Trust within thirty (30) days of the date the reconveyance or other release is recorded.

6. Limitation. This Agreement shall not apply to any equipment, inventory, merchandise, furniture, fixtures or other personal property owned or leased by Tenant which is now or hereafter placed or installed on the Leased Premises, and Tenant shall have the full right to remove said property at any time during or at the expiration of the Lease term.

7. Notices. Any and all notices required or permitted to be given shall be in writing and shall be sent, either by certified United States mail, postage prepaid, return receipt requested or personal delivery, to the parties at their addresses set forth above, and shall be deemed given upon the receipt thereof by the party to whom sent, or such party’s refusal to accept such delivery. The addresses to which notices shall be sent may be changed by any party by notice given pursuant to this paragraph.

8. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, successors and assigns.

9. Further Assurances. Tenant agrees that in connection with any refinance or replacement of the loan secured by the Deed of Trust, Tenant will
execute a similar instrument upon request of Tenant, by Landlord or a successor mortgagee.

10. Lender's Consent. So long as the Loan is outstanding, the Lease may not (except as expressly provided in the Lease) be terminated or subordinated without the prior written consent of Lender, and Lender and its successors and assigns shall not be bound by any amendments or modifications of the Lease which are made without its prior written consent, which in all instances shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first written above.

TENANT:
VHEMS, LLC.

By: [Signature]

Attest:
Managing Partner

BORROWER:
SHEA PLACE DEVELOPMENT, LLC by its
Authorized Member James A. Valvano

By: [Signature]

Attest: [Signature]

LENDER:
FIDELITY DEPOSIT & DISCOUNT BANK

By: [Signature]

Attest: [Signature]
EXHIBIT "P"

GUARANTY

1. DEFINITIONS. The following terms shall have the meanings indicated:

   a. "Agreement" means the Lease Agreement dated March 16th, 2017 between Creditor and Principal Debtor for the lease of certain real property located at 1137 Moosic Street, Scranton, Pennsylvania;

   b. "Creditor" means SHEA PLACE DEVELOPMENT, LLC, a Pennsylvania Limited Liability Company, with an address at PO Box 312, Danmore, Pennsylvania 18512, and its successors and assigns;

   c. "Guarantor" means Jesse Vipond, Eamon Joseph Evans, Michael Mancuso, Michael Sparacino and Dr. Matthew Haley, and their heirs, successors and assigns;

   d. "Obligations" means all liabilities and obligations of the Principal Debtor to Creditor pursuant to the Agreement;

   e. "Principal Debtor" means VHEMS, LLC a Pennsylvania Limited Liability Company with its principal office at 45 Craig Rd, Dalton, PA 18414, and their successors and assigns;

   f. "Professional Fees and Costs" means reasonable fees and costs of attorneys, appraisers, accountants, consultants and other professionals.

2. Guarantor represents it is an affiliate of Principal Debtor and shall benefit from the Lease Agreement. Guarantor acknowledges that Creditor is entering into the Lease Agreement in reliance upon this Guaranty.

3. Guarantor hereby irrevocably and unconditionally guarantees and becomes surety to Creditor for the due and prompt payment and performance of all Obligations under the Lease Agreement. If any such Obligations are not paid and/or performed by Principal Debtor when due, Guarantor shall, upon Creditor's demand, immediately pay and/or perform such Obligations or cause the same to be paid and performed. Guarantor agrees that Creditor may apply any payment to Creditor with respect to or on account of the Obligations in such order as Creditor may elect. Guarantor shall pay to Creditor, upon demand, all costs and expenses incurred in connection with the enforcement and collection of the Obligations, whether or not suit is instituted, and whether or not bankruptcy or insolvency proceedings have been instituted by or against Principal Debtor or Guarantor, including without limitation, Professional Fees and Costs. This Guaranty constitutes a guaranty of payment and performance and not of collectability.

4. Guarantor waives notice of the acceptance hereof and reliance thereon, of the present existence or future incurring of any of the Obligations and of any defaults thereon. Guarantor further waives presentation, demand, notice of demand, and notice of non-payment, and agrees that its liability under this Guaranty shall be absolute and continuing, without regard to the liability of any other party. Any failure of Creditor to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any right at any other time.

5. Guarantor's liability shall be primary and joint and several with that of Principal Debtor. Creditor may proceed against Guarantor under this Guaranty without initiating or exhausting any other remedy against Principal Debtor or
resorting to any other security held by Creditor, and may proceed against Principal Debtor and Guarantor separately or concurrently. Guarantor hereby waives any right to require any prior enforcement of any right or remedy against any persons or property, and agrees that any delay in enforcing or failure to enforce any such rights or remedies shall in no way affect the liability of Guarantor hereunder, even if such rights are thereby lost.

6. THIS SECTION SETS FORTH A WARRANT OF ATTORNEY TO CONFESSION OF JUDGMENT AGAINST GUARANTOR. GUARANTOR IRREVOCABLY AUTHORIZES AND EMPOWERS THE PROTHONOTARY AND CLERK OR ANY ATTORNEY OF ANY COURT OF RECORD, UPON THE OCCURRENCE OF ANY DEFAULT BY GUARANTOR HEREUNDER, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST GUARANTOR FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS GUARANTY, WITHOUT STAY OF EXECUTION AND WITH AN ATTORNEY'S COLLECTION FEE OF FIVE PERCENT (5%) OF THE AMOUNT DUE, WHICH IS REASONABLE AS AN ATTORNEY'S FEE. TO THE EXTENT PERMITTED BY LAW, GUARANTOR RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A VERIFIED COPY OF THIS GUARANTY IS FILED, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL GUARANTY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST PRINCIPAL DEBTOR SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE CONFESSIONED AS OFTEN AS ANY DEFAULT OCCURS HEREUNDER. SUCH AUTHORITY MAY BE EXERCISED DURING OR AFTER THE EXPIRATION OF THE AGREEMENT AND/OR DURING OR AFTER THE EXPIRATION OF ANY EXTENDED OR RENEWAL TERM.

7. Guarantor agrees that its liabilities and obligations hereunder shall not be altered, diminished or affected by any bankruptcy or insolvency of Principal Debtor. Without limiting the generality of the foregoing, Guarantor agrees that his liabilities and obligations shall not be altered, diminished or affected by: (a) rejection or disaffirmance of any Agreement pursuant to any bankruptcy or insolvency law; or (b) by the operation of any provision of any bankruptcy or insolvency law which may limit Creditor's claims for damages with respect to the Lease Agreement. If acceleration of the time for payment of any amount by Principal Debtor under the Lease Agreement is stayed by reason of any bankruptcy proceedings with respect to Principal Debtor, the full accelerated amount shall nevertheless be payable by Guarantor immediately upon demand by Creditor.

8. GUARANTOR IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDINGS TO ENFORCE, OR OTHERWISE RELATING TO, THIS GUARANTY.

9. This Guaranty embodies the whole agreement and understanding of the parties relative to the subject matter hereof. No modification of any provisions hereof shall be enforceable unless in writing and executed by Guarantor and approved and acknowledged by Creditor.

10. This Guaranty is binding upon Guarantor, his heirs, successors and assigns, and shall inure to the benefit of Creditor, its successors and assigns.

11. All issues arising hereunder shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to conflicts of law.
principles. Guarantor consents to submit to the personal jurisdiction of any Federal court located in the Commonwealth of Pennsylvania or any Pennsylvania State Court.

WITNESS:  

GUARANTORS:

DATED: 3/18/2017
GUARANTOR'S ACKNOWLEDGMENTS AND WAIVERS
WITH RESPECT TO CONFESSION OF JUDGMENT

Guarantor acknowledges that the warrant of attorney to confess judgment contained in the Guaranty to which this Waiver is attached permits Creditor to enter judgment by confession against Guarantor, without prior notice and without prior hearing. By signing the Guaranty containing the confession of judgment clause, Guarantor understands that he is waiving the right to any notice and hearing prior to the entry of a judgment by confession.

GUARANTOR NEVERTHELESS KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY CHOSES TO SIGN THE GUARANTY, WITH THE INTENTION TO GIVE UP, WAIVE, RELINQUISH AND ABANDON HIS RIGHTS TO PRIOR NOTICE AND A HEARING UNDER THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF THE COMMONWEALTH OF PENNSYLVANIA AND ALL OTHER APPLICABLE STATE AND FEDERAL LAWS.

Guarantor has been represented by counsel in connection with the execution of the Guaranty and this Waiver, and counsel has explained to Guarantor the meaning and effect of the confession of judgment provisions in the Guaranty, and the contents of this Waiver. Guarantor has received a copy of this Waiver at the time of signing.

WITNESS:

[Signatures]

GUARANTORS:

[Signatures]
Affidavit of Business History

State of Pennsylvania  
County of Lackawanna

The undersigned, Michael Mancuso, hereby certifies the following:

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

<table>
<thead>
<tr>
<th>Name of individual</th>
<th>Role (principal, operator, financial backer or employee)</th>
<th>Business name and address</th>
<th>Position of management or ownership of a controlling interest</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Mancuso</td>
<td>Principal</td>
<td>Figliomeni Pharmacy Care</td>
<td>Owner/President</td>
<td>4-1-07 thru present</td>
</tr>
<tr>
<td>Jennifer Mancuso</td>
<td>Operator</td>
<td>Figliomeni Pharmacy Care</td>
<td>Owner/V-P</td>
<td>4-1-07 thru present</td>
</tr>
<tr>
<td>Michael Mancuso</td>
<td>Principal</td>
<td>Figliomeni Drug Store</td>
<td>Owner/President</td>
<td>1-1-05 thru 11-11-16</td>
</tr>
<tr>
<td>Jennifer Mancuso</td>
<td>Operator</td>
<td>Figliomeni Drug Store</td>
<td>Owner/V-P</td>
<td>1-1-05 thru 11-11-16</td>
</tr>
</tbody>
</table>

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

Signature of Affiant and Title

Date

3-10-17

Sworn to and subscribed before me this 10 day of March, 2017

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Stephanie Mullally, Notary Public
City of Carbondale, Lackawanna County
My Commission Expires May 30, 2019

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

State of Pennsylvania
County of Lackawanna

The undersigned, Jesse Vipond /VHEMA, 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

3/16/17
Date

Sworn to and subscribed before me this ___ day of ___ 2017.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Donald R. Mancuso, Notary Public
Dunmore Boro, Lackawanna County
My Commission Expires July 14, 2018

MY COMMISSION EXPIRES: JJuly 14, 2018

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 Lackawanna

I/WE Jesse Vipond / VHEMS, LLC

ADDRESS

CITY

PA STATE

ZIP CODE

PHONE

COUNTY

For the following applicant:

VHEMS, LLC
NAME OF BUSINESS

457 Craig Road
ADDRESS

570-466-8380
PHONE

Dallas
CITY

PA STATE

18414
ZIP CODE

Lackawanna
COUNTY

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

Signature of Affiant and Title

Sworn to and subscribed before me this 16 day of March, 2017.

Notary Public

Commonwealth of Pennsylvania
Notarial Seal

Donald R. Manuso, Notary Public
Owego Borough, Lackawanna County
My Commission Expires July 14, 2018

18 Pennsylvania Department of Health
RELEASE AUTHORIZATION

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

FROM: VHEMS, LLC
Applicant’s Name

Jesse Vipond, 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 16th day of March, 2017.

[Signature]
Authorized Signatory

STATE OF Pennsylvania
}
COUNTY OF Lackawanna
}

On this 16 day of March, 2017, before me, a Notary Public, personally appeared
Jesse V. Pond (known to me or satisfactorily proven) to be the person whose
name is subscribed in this Release, and acknowledged that he/she executed the same for the purposes
herein contained.

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

[Signature]
Notary Public

MY COMMISSION EXPIRES: July 14, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Donald R. Mancuso, Notary Public
Dunmore Boro, Lackawanna County
My Commission Expires July 14, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Mission Statement:

“To enrich the lives of the diverse patients we serve, to help them achieve better overall health, and improve their quality of life. We are committed to working with the medical community and general population providing ongoing education opportunities and awareness programs. We are dedicated to our community, to the belief in public service, and to helping those in need.”

*Cultivated Care* is an organization comprised of five life-long residents of Northeast Pennsylvania. We were raised on stories about Lackawanna County’s boomtown days, when coal was king, and Northeast Pennsylvania thrived. Since then, we’ve seen an unfortunate exodus of residents and jobs as coal went out of favor. That is why *Cultivated Care* intends to be at the forefront of the revitalization of our region. Medical cannabis is part of a progressive wave that will continue to bring much-needed jobs, revenue, and relief to our area. At *Cultivated Care*, we envision raising our families in a region where we contribute to the improved health and wellness of everyone.

As our mission statement declares, we are committed first and foremost to the patients we serve. We have all been personally affected by a family member or loved one who has suffered from one of the conditions treatable by medical cannabis – cancer, PTSD, pain, opioid addiction, autism, glaucoma, etc. We intend *Cultivated Care* to be a destination for relief, and to serve the hard working people of Northeast Pennsylvania with kindness and compassion.

Our mission statement was arrived at through both personal experiences with illness and disease, and our collective history of entrepreneurship in the region. For President and CEO Michael Mancuso and his wife Jennifer, Chief Pharmacist, the impact of chronic pain has hit close to home. Jennifer’s mother, Patricia White, has battled Rheumatoid Arthritis for the past 40 years. She has refused to use opioids and relies on NSAIDs and steroids to control her pain. Studies have shown medical cannabis to be particularly helpful in alleviating the symptoms of this condition. She looks forward to the relief that medical cannabis can provide. Twelve years ago Michael and Jennifer also risked everything to buy and manage an independent drug store in Carbondale, PA. In this demonstrated commitment to the community, their pharmacy has served
countless patients, and employed over 30 people. They welcome the opportunity to continue in that tradition with *Cultivated Care*.

Jesse Vipond, Vice President of Operations, has also seen first hand the devastating impact that disease can have on a family. Fourteen years ago, Jesse’s father James was diagnosed with late stage esophageal cancer. By the time doctors found the tumors, the disease had spread to his stomach and liver. He was given just months to live. James spent the remaining weeks of his life in home hospice care, bed ridden and incapacitated from the intravenous pain medication. Had medical cannabis been available to him, he likely would have enjoyed his final days with his friends and family free from pain, and conscious of the loved ones by his side. When it was announced that Pennsylvania would be implementing a medical cannabis program, Jesse was driven by the prospect of owning a company in *Cultivated Care* that could help provide relief to the many people throughout Northeast Pennsylvania who fight these debilitating diseases every year.

Dr. Matt Haley, D.O., has spent his career in Northeast Pennsylvania fighting the very illness, disease, and chronic pain that the medical cannabis program is designed to help. Not a day goes by at the Haley Family Practice in Carbondale, PA when Dr. Haley doesn’t work up close and personal with patients who will benefit most from this newly available medical treatment. One such patient was rendered paraplegic from an automobile accident. This has left him with terrible muscle spasms and phantom pain. His symptoms cannot be controlled with conventional medication, including muscle relaxers and narcotics. The patient has been forced to seek a waiver and go out of state to acquire medical cannabis, as it is the only medicine that has helped. He has remained relatively symptom free and living a normal life. Dr. Haley has another nursing home patient that has smoked marijuana for his Parkinson’s disease, claiming it was the only thing that helped him get through the activities of daily living. Since he has been a nursing home patient he obviously cannot perform this illegal activity and has seen numerous neurologists who have tried multiple FDA approved medications, to no avail. He is anxiously awaiting the availability of medical cannabis to help him live a normal life. These patients, and many, many more, are the reasons Dr. Haley believes so strongly in the medical cannabis program, and is motivated by the opportunity to work with *Cultivated Care* to serve them in a new, effective capacity.

Close friends and family members of Vice President of Quality Control Eamon Evans have struggled with opioid addiction. One particular friend’s struggles were initiated by a simple prescription to treat pain he experienced post-surgery. Unfortunately, his friend’s life was changed forever while battling the ensuing addiction to pain medications. He became so addicted to opioids that he eventually landed in jail for theft in support of his habit. Eamon sees *Cultivated Care* as an opportunity to provide medical cannabis as a non-addictive, alternative therapy to pain relief, which he hopes will have a more positive impact in the lives of people who seek treatment.

Finally, Vice President of Sales, Marketing and Community Outreach, Michael Sparacino, has recently seen a loved one battle the devastating effects of cancer. In 2015 his father Joseph was diagnosed with terminal lung cancer, a battle he lost later that year. There were many ways that
medical cannabis could have helped him, a topic they often discussed while he underwent chemotherapy sessions. The chemo robbed him of his strength. Food also became a critical issue, as everything began to taste metallic. As a result, he stopped eating as much as he should have, and lost a substantial amount of weight. And because of the steroid regimen, he developed bad neuropathy in his feet, a pain that kept him from sleeping most nights. When asked about trying some edible marijuana for relief, because it was not part of his doctor’s plan, he always refused. He was focused on beating cancer and would not deviate from his doctor’s plan.

Knowing that the availability of medical cannabis could have relieved many of the symptoms his father suffered from, Michael is now dedicated to providing such relief to those in need, and committed to educating the community at large through *Cultivated Care* about the benefits to be gained from access to this newly available medicine.

These particular experiences, and countless others, have helped *Cultivated Care* craft a mission-driven strategy to bring medical cannabis to all of the diverse patient groups that will benefit from it’s availability. Through a community outreach program focused on education, and partnerships with various advocacy groups in the region, the team at *Cultivated Care* will work tirelessly to improve the overall health, well being, and quality of life for all patients who suffer needlessly from illness and disease. It is our mission that drives us to serve this community with kindness and compassion.
Title: Senior Advisor

Purpose and Scope: Advises management on planning, pursuit and success related to projects associated with proven areas of expertise. Analyzes the business and financial plans, along with risk factors, to properly advise about investments, marketing, and potential funding opportunities for financial sustainability.

Organizational Relationship: Provides direct counsel and guidance to the executive team and managerial staff on findings of research, market trends and best business practices.

Responsibilities: Demonstrates an advanced and comprehensive knowledge of principles, theories, and concepts to conduct research and analysis in support of projects within a given subject of expertise. Develops and maintain professional contacts with decision makers and contract administrators at government agencies and community outreach centers. Applies specialized expertise across a wide range of projects.

Role Requirements: Knowledge and understanding of institutional goals, objectives, structure and operations. Strong interpersonal skills and the ability to effectively work with a wide range of individuals and constituencies in a diverse community. Endorses and support the medical cannabis community and the common goals and interest of the Applicant. Fosters working relationships with staff, patients, and community.

Industry Prerequisite: Completed degree from accredited institution or equivalent experience. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis.

Training Requirements: Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

Technology Requirements: A solid grasp of electronic tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to medical cannabis.

Title: Patient, Community and Government Outreach Director

Purpose and Scope: Educates agency liaisons, community groups, and patients to structure industry relationships based on understanding and compassion.
Organizational Relationship: Provides input to the Executive Team and reports directly to the Chief Executive Officers.

Responsibilities: Develops a resourceful and respectable relationship with community leaders and civic groups through increased community awareness, promotions, fundraising, partnerships, and general marketing. Provides marketing collateral materials for review by the Department for approval, prior to release as stated in Pennsylvania Rules and Regulations §1141.50. Recruit and mentor staff to volunteer to promote inclusion, education, and community. Execute plans for community events and outreach to strengthen relationship with local area.

Role Requirements: Significantly improve the perception and stigma of medical cannabis. Maintain respectful relationships with medical patients, administrative personnel, and external professional groups and agencies. Collaborate a synergistic approach to relationships with media, government, community and related organizations. Foster working relationships with staff, patients, and community. Execute plans for community events and outreach to strengthen relationship with local area.

Industry Prerequisite: Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits. Experience in program management with medical cannabis patients is preferred.

Training Requirements: Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

Technology Requirements: A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

Title: Information and Technology Specialist

Purpose and Scope: Acts in alignment with organizational needs for digital and electronic systems.

Organizational Relationship: Reports directly to Chief Executive Officer to assess, relate, and analyze security issues, concerns or incidents.

Responsibilities: Audits systems and assess their outcomes. Assess infrastructure on a regular basis to ensure it continues to meet necessary demands. Develop new strategies and IT procedures to increase efficiency, enhance workflow and improve customer satisfaction. Protect Applicants’ data from outside infiltration through encryption, secure data storage and other necessary means. Assist with installation and maintenance of software, hardware, applications and provide training on how to use.
Role Requirements: Provides technical support and expertise to all employees. Ability to handle multiple requests and provide working solutions in a timely fashion. Attend and participate in community outreach programs. Foster and assist associates and colleagues in the transition to the cultural and business norms of medical cannabis.

Industry Prerequisite: Proven work experience as an IT manager or relevant experience. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits.

Training Requirements: Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

Technology Requirements: A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

Title: Cannabis Industry Expert

Purpose and Scope: Counsels and advises on the business process, policies, and application requirements for medical cannabis. Provides authority and knowledge on the subject of cannabis with a focus on compliance.

Organizational Relationship: Reports directly to executive team to assess, relate, and analysis cannabis concerns, issues, and successes.

Responsibilities: Confirms policies, procedures, and work instructions and standard operation procedures are documented in a clear and concise manner. Develop training on documented policies to identify relevant legislative requirements. Contribute management reports relating to operations systems, compliance and conditions. Collaborate with industry entities to establish a library of compliance resources including standards. Conduct and coordinate training for new hires, principals, executive staff and advisory board.

Role Requirements: Provides expertise on the topic of medical cannabis and provides innovation to stay compliant using best business practices. Attend and participate in community outreach programs.

Industry Prerequisite: Advanced knowledge of cannabis strains, profiles, benefits and side-effects. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits.
**Training Requirements:** Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

**Technology Requirements:** A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

**Title: Vice President of Quality Control**

**Purpose and Scope:** Optimizes compliance expertise and meticulously monitors organizations policies and procedures.

**Organizational Relationship:** Reports to Chief Executive Officer

**Responsibilities:** Establish quality and reliability standards by studying product and consumer requirements and state regulations. Educate and train employees as to their impact in the quality management system. Serve as the primary quality control resource for problem identification, resolution, loss reporting and continuous improvement. Review scientific analysis of products to ensure patient access to consistent strain quality and potency. Oversee packaging protocol and implementation as it relates to state regulation compliance Utilizes control systems to develop, revise, and maintain documentation supporting policies and procedures relating to medical cannabis compliance. Prevent illegal and unethical behavior and adhere to a strict code of conduct. Initiates and maintains an effective compliance communication program for the organization, including understanding new and existing compliance issues and training needs. Responds to into-company compliance issues, reports policy vulnerabilities, and generates reports to track all compliance activities and events.

**Role Requirements:** Authorizes actions to achieve and exceed compliance expectations. Introduce methods and techniques to coach and assist employees with compliance standards. Respect patients, employee, and colleagues with dignity and professionalism to promote a healthy work environment. Adhere strictly to organization code of conduct.

**Industry Prerequisite:** Earned degree in related filed or career experience as a compliance executive. Exhibit working knowledge of quality management systems. Exhibits experience in creating and implementation of operating procedures. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits. Act with the highest standards and integrity to provide care and service.

**Training Requirements:** Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not
limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

Technology Requirements: A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

Title: Vice President of Marketing and Sales

Purpose and Scope: Build a strong industry network to bring awareness to corporate image and brand.

Organizational Relationship: Reports to Chief Executive Officer

Responsibilities: Develop plans and strategies for developing business and achieving the company’s sales goals. Manage customer expectations and contribute to a high level of customer satisfaction. Coordinate the development of marketing strategies that promote core company values and beliefs. Incorporate company vision into community outreach programs in order to enhance both community relations and patient knowledge. Generates a marketing communications plan to include strategy, goals, budget and marketing tactics. Organize and deliver community outreach programs to educate and inform community partners, residents, patients, and staff. Leverages existing media relationships and cultivates new contacts within business and industry media. Build relationships with local leaders to grow industry awareness. Fulfills a detailed understanding of industry trends affecting patients and make appropriate recommendations regarding communication strategy surrounding them.

Role Requirements: Acts as company spokesperson in social settings and forums. Comfortable and skilled in both broadcast and print media interviews. Solid experience with social media including blogs, Facebook, Twitter, LinkedIn, and other industry outlets. Respect patients, employee, and colleagues with dignity and professionalism to promote a healthy work environment. Adheres strictly to organization code of conduct.

Industry Prerequisite: Proven leadership and applied knowledge in marketing and public relations. Exhibits experience in creating brand awareness. Practical and demonstrated experience in the cannabis industry or advocacy group. Aptitude and ability to comply to all Pennsylvania medical cannabis industry compliance, laws, and regulations. Must have a clear understanding and abide by Pennsylvania’s advertising by a medical marijuana organization. §1141.50.

Training Requirements: Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.
Technology Requirements: A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

Title: Store Manager

Purpose and Scope: Oversees and delegates duties related to daily operations and management of retail dispensary and staff.

Organizational Relationship: Reports to General Manager

Responsibilities: Reinforce advanced knowledge of cannabis strains, profiles, benefits and side-effects. Generates and implements compliant standard operating procedures for the operation of the retail store to include operating hours, scheduling, inventory tracking, procurement, and expenses. Generates reports detailing sales, inventory, and cash management. Demonstrates expertise with retail management and oversees inventory with reliability. Prepares to open or close the store. Reports patient feedback to executive team.

Role Requirements: Promotes and embraces a welcoming environment for patients. Coaches, provides direction, and trains employees in all activities of the retail space. Promotes a work atmosphere conducive to respect and compassion.

Industry Prerequisite: Retail management and inventory control experience is required. Practical and demonstrated experience in the cannabis industry or advocacy group. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits. Acts with the highest standards and integrity to provide care and service. Possess a clear understanding and abide by Pennsylvania’s advertising by a medical marijuana organization. §1141.50.

Training Requirements: Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

Technology Requirements: Proven experience with Point of Sale (POS) systems. A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

Title: Assistant Store Manager
Purpose and Scope: Supports store manager with daily operations and management of retail dispensary and staff.

Organizational Relationship: Reports to Store Manager

Responsibilities: Assists the store manager in matters of operating hours, scheduling, inventory tracking, procurement, and expenses. Generates reports detailing sales, inventory, and cash management. Demonstrates expertise with retail management and oversees inventory with reliability. Prepares to open or close the store. Reports patient feedback to store manager.

Role Requirements: Promotes and embraces a welcoming environment for patients. Provides direction, and trains employees in all activities of the retail space. Promotes a work atmosphere conducive to respect and compassion. Advanced knowledge of cannabis strains, profiles, benefits and side-effects.

Industry Prerequisite: Supervisory and inventory control experience is required. Practical and demonstrated experience in the cannabis industry or advocacy group. Conviction to comply to all Pennsylvania compliance, laws, and regulations of medical cannabis. Well-versed in medical cannabis research, studies, and health benefits. Acts with the highest standards and integrity to provide care and service. Possess a clear understanding and abide by Pennsylvania’s advertising by a medical marijuana organization. §1141.50.

Training Requirements: Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

Technology Requirements: Proven experience with Point of Sale (POS) systems. A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

Title: Reception, Registration, And Appointment Specialist

Purpose and Scope: Greets, and provides administrative support at reception for patients and visitors to the dispensary.

Organizational Relationship: Reports to Store Manager

Responsibilities: Ensures patients are properly entered and verified through state identification system in compliance with state regulations. Helps educate patients about benefits of medical marijuana. Establishes patient loyalty program and community outreach programs and events. Delivers initial greeting
to patients and visitors to the dispensary. Adheres to strict compliant standard operating procedures for the operation of the retail store. Models a pleasant and informed atmosphere for visitors and patients. Possess an expert knowledge of products, prices, and dosage units relating to medical cannabis. Ensures the reception area is clean, organized, and welcoming at all times. Exhibits ability to assist patients, store managers, and other sales support staff.

**Role Requirements:** Ability to discuss medical cannabis in terms patients understand and appreciate. Possess a compassionate understanding for patients and their questions. Attend and participate in community outreach programs. Foster and assist associates and colleagues in the transition to the cultural and business norms of medical cannabis. Adheres to organizations code of conduct.

**Industry Prerequisite:** Practical and demonstrated experience in the cannabis industry or advocacy group. Exhibit a friendly and professional demeanor. Aptitude and ability to comply to all Pennsylvania medical cannabis industry compliance, laws, and regulations. Must have a clear understanding and abide by Pennsylvania’s advertising by a medical marijuana organization. §1141.50.

**Training Requirements:** Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

**Technology Requirements:** Proven experience with Point of Sale (POS) systems. A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

**Title: Sales Support Staff**

**Purpose and Scope:** Fulfills tasks related to daily operations of the dispensary.

**Organizational Relationship:** Reports to Store Manager

**Responsibilities:** Adheres to strict compliant standard operating procedures for the operation of the retail store. Possess an expert knowledge of products, prices, and dosage units relating to medical cannabis. Share information with patients in a friendly and professional manner. Provide accurate invoices and inventory counts. Ensure the store is clean, organized, and welcoming at all times. Demonstrates ability to assist patients, store managers, and other sales support staff.

**Role Requirements:** Advanced knowledge of cannabis strains, profiles, benefits and side-effects. Consult patients on product efficacy and warnings. Listen and understand the patient and their questions. Attend
and participate in community outreach programs. Gauge customer satisfaction. Promote organizations core values with every transaction.

**Industry Prerequisite:** Career experiences in pharmacy protocol or clinical sales. Practical and demonstrated experience in the cannabis industry or advocacy group. Aptitude and ability to comply to all Pennsylvania medical cannabis industry compliance, laws, and regulations. Must have a clear understanding and abide by Pennsylvania’s advertising by a medical marijuana organization. §1141.50.

**Training Requirements:** Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

**Technology Requirements:** Proven experience with Point of Sale (POS) systems. A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.

**Title:** Security Staff

**Purpose and Scope:** Secures the safety of patients, products and employees in the dispensary.

**Organizational Relationship:** Reports to Store Manager

**Responsibilities:** Adheres to strict compliant standard operating procedures for the operation of the retail store. Monitors the store premises and ensure the safety of patients, employees, and guests during business hours. Assists with the movement of cash, controls traffic, deters loitering or illegal behavior and resolves customer related conflicts. Assess and performs maintenance on security equipment as needed. Assists in preparation of emergency management and contingency planning. Serves as store liaison with public law enforcement, fire and other agencies as it relates to store security and personnel. Demonstrates ability to protect patients, store managers, and other sales support staff.

**Role Requirements:** Ability to provide security and resolve conflicts peacefully. Attend and participate in community outreach programs. Foster and assist associates and colleagues in the transition to the cultural and business norms of medical cannabis.

**Industry Prerequisite:** Shows applied knowledge in crisis management, risk analysis, or law enforcement. Possess the ability to perform CPR or other lifesaving techniques. Demonstrated experience in security systems and procedures. Practical and demonstrated experience in the cannabis industry or advocacy group. Aptitude and ability to comply to all Pennsylvania medical cannabis industry compliance, laws, and regulations.
Training Requirements: Attend, complete, and provide certification of the mandatory 2-hour Department of Health training as stated in Pennsylvania Rules and Regulations - §1141.48. Contribute to standard operation procedure development and training. Participate in external industry training related to medical cannabis and participate in recommended internal training on relevant topics such as, but not limited to: accurate record keeping, preserving plant integrity, diversion of medical marijuana, and emergency operating procedures, and best industry practices.

Technology Requirements: Proven experience with Point of Sale (POS) systems. A solid grasp of electronic and digital tools, applications, and delivery systems related to the industry. Ability and desire to evolve with technology and embrace modern advancements in marijuana research. Coherent understanding of scientific techniques, industry terminology, and compliance requirements related to the medical cannabis industry.
**POSITIONS TO BE FILLED DURING START UP PHASE**

**Title: Senior Advisor**

**Qualifications:** Decisive leadership and applied knowledge in strategic planning, risk analysis, production management. Influential in the business community and creates synergistic relationships with industry experts and other related professionals. Provides innovative input for financial sustainability, positive public relations and competitive intelligence. Assists in standardizing training and seminars to educate public on medical cannabis. Advanced understanding of the complexities, compliance, and best business practices for the medical cannabis industry. Clear understanding of industry terminology and scientific methods used to create medical cannabis products. Committed to enforcing industry compliance, laws, and regulations. Certified participation in the mandatory 2-hour Department training as required by Pennsylvania Rules and Regulations - §1141.48.

**Title: Patient, Community and Government Outreach Director**

**Qualifications:** Respectable and sensitive approach to clients, advocates, and government agencies. Instrumental in local non-profit events to promote community well-being and advocacy. Insightful approach to openly communicate with patients. Influence and strengthen communities with structured programs and offerings to educate and remove the stigma of medical cannabis. Sincerely nurture relationships with community leaders, media outlets, and other industry-related ancillary businesses while abiding by the Pennsylvania Advertising Rules and Regulations - §1141.50. Advanced understanding of the complexities, compliance, and best business practices for the medical cannabis industry. Clear comprehension of industry terminology and scientific methods used to create medical cannabis products. Committed to enforcing industry compliance, laws, and regulations. Certified participation in the mandatory 2-hour Department training as required by Pennsylvania Rules and Regulations - §1141.48.

**Title: Information and Technology Specialist**

**Qualifications:** Advanced knowledge in all electronic formats transferring or translating data. Established skill set addressing software, hardware, applications, cybersecurity and data management systems. Meticulously monitor electronic activity to divulge inconsistencies and potential threats. Distinguished understanding of the complexities, compliance, and best business practices for the medical cannabis industry. Clear comprehension of industry terminology and scientific methods used to create medical cannabis products. Committed to enforcing industry compliance, laws, and regulations. Certified participation in the mandatory 2-hour Department training as required by Pennsylvania Rules and Regulations - §1141.48.

**Title: Cannabis Industry Expert - Canna Advisors**

**Qualifications:** With extensive experience in the medical cannabis industry since its inception, Canna Advisors is an ambitious and amicable expert in all things cannabis related. As leaders in the industry,
they are in constant contact with government officials, medical experts, and patients on the impact of medical cannabis in their daily lives. They speak from experience, as they were the founders of an award-winning dispensary in Boulder, CO and was one of the first businesses to receive a licensed permit to dispense medical cannabis in Colorado. As innovators in the cannabis industry, they provide leading-edge technologies and advice to clients needing assistance in the application process to design and construction.

**Title: Store Manager**

**Qualifications:** Provide an amicable and pleasant experience for every patient and employee. Motivate and inspire employees to see the big picture of the industry. Educate and validate employee’s knowledge to assist patients. Comprehensive understanding of the intricacies, compliance, and best business practices for the medical cannabis industry. Differentiate industry terminology and scientific methods used to create medical cannabis products. Dedicated to enforcing industry compliance, laws, and regulations. Certified participation in the mandatory 2-hour Department training as required by Pennsylvania Rules and Regulations - §1141.48. Sincerely nurture relationships with community leaders, media outlets, and other industry-related ancillary businesses while abiding by the Pennsylvania Advertising Rules and Regulations - §1141.50.

**Title: Assistant Store Manager**

**Qualifications:** Dynamically learn management methods and retail requirements quickly and effectively. Attentive to store manager needs to create a flexible and organized retail space. Comprehensive understanding of the intricacies, compliance, and best business practices for the medical cannabis industry. Differentiate industry terminology and scientific methods used to create medical cannabis products. Dedicated to enforcing industry compliance, laws, and regulations. Certified participation in the mandatory 2-hour Department training as required by Pennsylvania Rules and Regulations - §1141.48. Sincerely nurture relationships with community leaders, media outlets, and other industry-related ancillary businesses while abiding by the Pennsylvania Advertising Rules and Regulations - §1141.50.

**Title: Administrative Support and Intake**

**Qualifications:** Strengthen relationships with patients and visitors to the retail store. Embody a pleasant and sociable disposition to provide a favorable atmosphere. Comprehensive understanding of the intricacies, compliance, and best business practices for the medical cannabis industry. Differentiate industry terminology and scientific methods used to create medical cannabis products. Dedicated to enforcing industry compliance, laws, and regulations. Certified participation in the mandatory 2-hour Department training as required by Pennsylvania Rules and Regulations - §1141.48. Sincerely nurture relationships with community leaders, media outlets, and other industry-related ancillary businesses while abiding by the Pennsylvania Advertising Rules and Regulations - §1141.50.
Title: Sales Support Staff

Qualifications: Innovate the patient experience with confidence, knowledge and compassion. Embrace a plus one mentality to go above and beyond the patient expectation. Comprehensive understanding of the intricacies, compliance, and best business practices for the medical cannabis industry. Differentiate industry terminology and scientific methods used to create medical cannabis products. Dedicated to enforcing industry compliance, laws, and regulations. Certified participation in the mandatory 2-hour Department training as required by Pennsylvania Rules and Regulations - §1141.48. Sincerely nurture relationships with community leaders, media outlets, and other industry-related ancillary businesses while abiding by the Pennsylvania Advertising Rules and Regulations - §1141.50.
To Whom It May Concern:

As a board certified Physiatrist and Pain Medicine physician I am excited for the addition of medical marijuana to many of my patients’ therapy options. The majority of my practice involves caring for individuals with chronic pain due to conditions such as: neuropathic back pain in setting of failed back surgery, painful peripheral polyneuropathies, fibromyalgia and nonsurgical abdominal pain. As a Physiatrist, I also care for patients living with multiple sclerosis and spinal cord injuries. Each condition and patient is unique, but the impact chronic pain has on one’s quality of life is disturbingly similar and life altering.

As the prevalence of those living with chronic pain continues to grow sadly the treatment options have not. More concerning is the opioid epidemic facing our healthcare field and nation. When critically reviewing the pain medicine literature evidence supporting long-term opioid therapy is alarmingly sparse. That being said, the possibility of treating these patients with an alternative that is safer and likely more efficacious is a promising moment within the field. My experience in treating patients with medical marijuana has proven it to be effective for conditions that opioids are not as well as successful in titrating individuals off of high dose opioid regimens.

For these reasons, when I was approached by Cultivated Care and learned of their vision I was honored for the opportunity to assist in patient, as well as provider education and community outreach. It is the physicians’ role to treat patients while minimizing their risk. Furthermore, in my opinion it is our duty to educate patients on available treatments based on specific conditions. That being said, the treatment of chronic pain is a polarizing issue and one that healthcare providers must recall our responsibility to patients and society. In addition to this, Cultivated Care’s commitment to coordinating and advancing research within the field is a principle I strongly believe in and look forward to closely working with the company on.

Again, as a physician who cares for individuals in chronic pain daily I am enthusiastic and optimistic for the addition of this therapy option into my comprehensive pain management treatment plan.

Sincerely,

Christopher J. Connor, DO

Physical Medicine & Rehabilitation
Pain Medicine
March 15, 2017

To Whom It May Concern,

United Neighborhood Centers (UNC) is pleased to support the Cultivated Care group in their application for a medical cannabis dispensary in Lackawanna County.

Since 1923, UNC has worked to alleviate poverty by addressing the social determinants of health. We strive to meet the financial, educational, health and social support needs of our community's most vulnerable members through our six programmatic departments: Community Services, Child Care, Community Education and Revitalization, Community Health, Community Youth and Active Older Adults.

It is our tradition, and pleasure, to collaborate with community partners to further these efforts. We support the Cultivated Care group and their anticipated success in providing access to alternative medical treatments for community members suffering from chronic diseases.

Sincerely,

Lisa Durkin
Chief Operating Officer
3/19/2017

To Cultivated Care:

Keystone Warriors believes that participating in making public awareness of your organization to the Wounded and injured service members in the State of Pennsylvania is a priority, as well as fund raising. It is also important that creating contacts for job opportunities for our veterans is extremely important as well as making potential employers aware of the benefits of this therapy. As a Vietnam combat veteran, I have firsthand observed the positive effects of controlled use of this medication and have witnessed the positive effects of a high degree of calming effect on those service members who had a high degree of anxiety. I truly believe that technology offers a more sophisticated approach to supervised use. Keystone Warriors is in support of your application to the state.

Paul Spurgin

DOH Redacted
General use of cannabis for PTSD Symptoms - Raphael Mechoulam, Ph.D.

Dr. Mechoulam is the Israeli scientist who identified THC as the psychoactive compound in marijuana, and decades later he discovered the brain’s endocannabinoid system and the endogenous neurotransmitter anandamide. He is one of the most respected Israeli neuroscientists and has been a senior advisor to the Israeli government on marijuana policy and the ethics of research with human subjects. He discussed his experiments demonstrating the neuroprotective effects of the endocannabinoid system in mice that have had traumatic injuries to the brain. He believes the neuroprotective effects of marijuana may eventually have applications for other neurological and psychiatric conditions, including Alzheimer's and Parkinson's disease.

Another fascinating discovery, one with implications for PTSD, is that the cannabinoid system is integrally related to memory, specifically to memory extinction. Memory extinction is the normal, healthy process of removing associations from stimuli. Dr. Mechoulam explained that an animal which has been administered an electric shock after a certain noise will eventually forget about the shock after the noise appears alone for a few days. Mice without cannabinoid systems simply never forget - they continue to cringe at the noise indefinitely.

This has implications for patients with PTSD, who respond to stimuli that remind them of their initial trauma even when it is no longer appropriate. By aiding in memory extinction, marijuana could help patients reduce their association between stimuli (perhaps loud noises or stress) and the traumatic situations in their past. Working with Army psychiatrists, Dr. Mechoulam has obtained the necessary approvals for a study on PTSD in Israeli veterans, and hopes to begin the study soon.

Upcoming Seminars

“Is Medical Cannabis Right for Me?”
Dr. Chris Connor, Board Certified Pain Management, Physical Medicine and Rehabilitation
May 3, 2017
Cultivated Care Dispensary
Moosic Street, Scranton