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
- ☒ Southwest
- ☐ Southcentral
- ☐ Northeast
- ☐ Southeast

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

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

Part A - Applicant Identification and Dispensary Information

(Scoring Method: Pass/Fail)

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

Section 1 – Applicant Name, Address and Contact Information

Business or Individual Name and Principal Address

Keystone Relief Centers, LLC

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

N/A

Business Address: 301 Grant St., Floor 20, Attn: Jennifer Minter

City: Pittsburgh

State: PA

Zip Code: 15219

Phone: 412-562-8444

Fax: 412-562-1041

Email: DOH REDACTION

☐ Primary Contact, or ☐ Registered Agent for this Application

Name: Jennifer Minter

Address: DOH REDACTION

City: DOH REDACTION

State: DOH REDACTION

Zip Code: DOH REDACTION

Phone: DOH REDACTION

Fax: 412-562-1041

Email: DOH REDACTION

Section 2 – Dispensary Information

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

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

☐ Yes  ☐ No

Primary Dispensary Location (please indicate dispensary name as you would like it to appear on the dispensary permit)
**Facility Name:** Keystone Relief Centers- Jackson’s Pointe  
**Address:** corner of Jackson Land and Jackson Pointe Court  
**City:** Zelienople  
**State:** PA  
**Zip Code:** 16063  
**County:** Butler  
**Municipality:** Jackson Township

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

The Butler County site, located on Jackson Lane in Jackson Township, is 1.473 acres including a ~7,500 square foot to-be-constructed build-to-suit building. The build-to-suit development will be a single-story building on a single lot and will be ADA compliant. The site is private and the build-to-suit development will feature brand new, comfortable interiors, as well as, a well-lit and secure parking lot.

Located adjacent to Interstate 79, Exit 83 (Evans City) and Perry Highway (U.S. Route 19), the site is directly accessible from the most densely populated areas of the county. The site has vehicular access from Jackson’s Lane.

The site is centrally located between the Cranberry, Evans City, and Zelienople neighborhoods. Nearby services, within a 5-mile radius, include 15 grocery stores, 16 convenience stores, 13 hotels, over 35 restaurants, and dozens of shops in the Streets of Cranberry center, Cranberry Gardens Plaza, and Cranberry Mall. Also within a 5-mile radius, the site is conveniently located near many healthcare services including Allegheny Women’s Health, Absolute Primary Care – UPMC, Cranberry Township VA Outpatient Clinic, and UPMC Passavant – Cranberry.

**Transportation Vehicular County Access:** The site is located in the southeastern portion of Butler County very close to the densely populated Cranberry Township. The site location is conveniently located adjacent to a number of major roadways, making it very easily accessible to the entire county (please see Neighborhood Access section for more detail).
Butler County / Vehicular Access and Population Density Map (Source: Southwestern Pennsylvania Commission)

Site location: Site acreage: 1.473 acres; Building Gross Square Footage: 7,500
Site Access: The site has vehicular access from both northbound and southbound traffic on Perry Highway (U.S. Route 19).

Butler County / Vehicular Site Access Map (Source: Google Maps)

The following vehicular traffic will have direct access to the site from Perry Highway (U.S. Route 19):

- Personal automobiles
- Taxis
- Uber

Neighborhood Access: The site is located in the southwestern portion of the county and can be conveniently accessed by a number of major roadways. U.S. Route 19 and Interstate 79 have the most direct access to the site and run north to south along the western border of the county, cutting through the following major areas: Portersville, Zelienople, Harmony, and Cranberry Township. Pennsylvania Route 8, which connects to U.S. Route 19, giving it direct access to the site, runs north to south in the center of the county and connects the site to the City of Butler, the largest city in the county and also the county seat. Townships on the eastern side of the county access the site via Pennsylvania Route 68 which connects to U.S. Route 19 and runs southwest to northeast.
Butler County / Vehicular Neighborhood Access Map (Source: Google Maps)

Public Transport

About: No public transportation system extends beyond the city of Butler, but the following options are available at a fee to those who need assistance to the site:

Butler Transit Authority “The Bus”

The following is an excerpt from the Butler Transit Authority’s website:

“Need a free ride on “The Bus”?
“The Bus,” working in conjunction with the Community Action Program of Butler County, is pleased to provide the Medical Assistance Transportation Program. This program will allow people who qualify
the opportunity to obtain a FREE 12 ride adult discount pass for the use of transportation to medical facilities, physician offices and other medically billable services. 
If you have one of the following insurance cards, you MAY qualify: Access; Gateway; Best Value

The Alliance for Nonprofit Resources’ BART (Butler Area Rural Transit) Service

The following is an excerpt from the Butler Transit Authority’s website regarding the Alliance for Nonprofit Resources’ BART (Butler Area Rural Transit) services:

“Butler Area Rural Transit (BART) operates six days a week utilizing 17 wheelchair-accessible buses and provides on average 275-300 trips per day. A demand response program, BART’s philosophy is to “find a way to say; Yes” to all callers either through direct service or through referrals to other appropriate transportation providers. Located at 130 Hollywood Drive, Suite 102 in Butler PA, BART shares a LEED-certified transportation facility with the Butler Transit Authority, the fixed route operator in the County.

In addition to Shared Ride, ANR manages Butler County Transportation for Persons with Disabilities, Medical Assistance Transportation Program (MATP), Welfare-to-Work Transportation (PennDot) and other related transportation services. ANR’s vision for the county and the region is to be an integral part of a mobility management system that incorporates the concepts of coordinated community transportation while also keeping abreast of and involved in emerging alternate fuel and vehicle advancements.”

BrightStar Care of Butler County: The following is an excerpt from BrightStar Care’s website regarding service in Butler County:

“Transportation as Part of Your Care Plan. We understand that getting from point A to point B can be difficult for the elderly, new parents or even after a procedure, but we don’t think that should be a reason to stay in, or avoid running errands. As part of our companion and personal care services, BrightStar Care of Butler Co. can provide transportation services, accompanied by a fully screened and trained caregiver, to safely get you to and from:

Doctor or therapy appointments, including disability assistance throughout the trip
Hospital or outpatient facility
Prescription pick-up, grocery shopping, and other errands
Visits with friends, relatives, social and religious functions
Entertainment events

Our specially trained, bonded, and insured caregivers can transport you in their vehicle or your own vehicle (conditions apply). We will assist you to the vehicle and accompany you during every moment of your trip, with your safety and well-being as our number one priority. When your trip is complete, we will get you settled back at your home.”
Second Dispensary Location

<table>
<thead>
<tr>
<th>Facility Name: Keystone Relief Centers- Squirrel Hill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 3885 Forward Avenue</td>
</tr>
<tr>
<td>City: Pittsburgh</td>
</tr>
<tr>
<td>County: Allegheny</td>
</tr>
</tbody>
</table>

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

The Allegheny County site location at 3885 Forward Avenue in Pittsburgh, is 1.107 acres including a 7,365 square foot free-standing building. The existing 7,365 square foot building on the site is a free-standing, single story building on a single lot, making it an easy site to renovate and maintain in order to serve ADA customers. This building can be easily modified to meet modern standards, including brand new, comfortable interiors. The site is both private and secure.

Located adjacent to Interstate 376 Exit 74 (Squirrel Hill/Homestead), the site is directly accessible from the most densely populated areas of the county. The site has vehicular access from Forward Avenue. The site is centrally located between the Greenfield, Squirrel Hill, Oakland, Regent Square, Glen Hazel, and Homestead neighborhoods. Nearby services, within a 2-mile radius, include 18 grocery stores, 12 convenience stores, 10 hotels, over 100 restaurants, and dozens of shops in the Homestead Waterfront, Shadyside, and the Southside Works. Within a 5-mile radius, the site is conveniently located near many healthcare services including 3 United Healthcare locations, Interim Healthcare of Pittsburgh, Pyramid Healthcare Pittsburgh Outpatient, Maxim Healthcare Services, Christian Home Healthcare, PSA Healthcare, as well as UPMC Mercy hospital.

Transportation Vehicular County Access: The site is located in the center of Allegheny County within a pocket of the most densely populated regions of the county. As the site is located in the center of the county, it can be conveniently accessed by a number of major roadways (please see Neighborhood Access section for more detail).
Site location; Site acreage: 1.107 acres; Building Gross Square Footage: 7,365

Site Access: The site has vehicular access from both eastbound and westbound traffic on Forward Avenue, which connects to southbound traffic on Beechwood Boulevard (the exit road from Interstate 376 Exit 74).
The following vehicular traffic will have direct access to the site from Forward Avenue:

- Personal automobiles
- Taxis
- Uber
- Lyft
- Access

Neighborhood Access: The site is located in the center of the county and can be conveniently accessed by a number of major roadways. Interstate 376 has the most direct access to the site and runs east to west across the county, cutting through the following major areas: Findlay Township, Moon Township, North Fayette Township, Robinson Township, Rosslyn Farms, Carnegie, Green Tree, Pittsburgh, Edgewood, Swissvale, Wilkinsburg, Churchill, Wilkins Township, and Monroeville. Interstate 76, connects to Interstate 376 giving it direct access to the site, runs north to south along the right side of the county and cuts through major neighborhoods such as Warrendale, Gibsonia, Hampton Township, Dorseyville,
Oakmont, Penn Hills, Plum, and Monroeville. Townships on the western side of the county that are closer to Interstate 79 and Interstate 279 will find convenient access to the site by heading directly into the city of Pittsburgh and connecting to Interstate 376.

Public Transport

About: The Port Authority of Allegheny County provides public transportation throughout the region. The following is an excerpt from their website:

“The Authority’s 2,600 employees operate, maintain and support bus, light rail, incline and paratransit services for approximately 200,000 daily riders. Port Authority is currently focused on enacting a number of improvements to make service more efficient and easier to use ... Port Authority’s fleet includes more than 700 buses and more than 80 light rail vehicles ... Port Authority also sponsors ACCESS, a door-to-door, advance reservation, shared-ride transportation program that primarily serves seniors and persons with disabilities.”

County Access: Although most convenient access to the site is by way of Port Authority bus in the local Pittsburgh region (see list of buses that stop nearby in Site Access section), the Port Authority of Allegheny County offers a wide net of transportation services that span across the entire county making it easy for most in the region to access the site via the Port Authority public transportation system.

Allegheny County / Public Transport County Access Map (Source: Port Authority of Allegheny County)
Site Access: The two closest public transportation stops are the following Port Authority bus stops: Beechwood Blvd at #3735 and Murray Ave at Forward Ave. Below are a list of all Port Authority buses that stop in these locations.

Allegheny County / Public Transport Site Access Map (Source: Google Maps)

Beechwood Blvd at #3735
52L Homeville Limited, which runs every 20 – 35 minutes Monday through Friday
53L Homestead Park Limited, which runs every 30 minutes Monday through Friday and every hour on weekends
58 Greenfield, which runs every 35 – 40 minutes Monday through Friday and every 1.5 hours on weekends

Murray Ave at Forward Ave
58 Greenfield, which runs every 35 – 40 minutes Monday through Friday and every 1.5 hours on weekends
61C McKeensport-Homestead, which runs every 20 – 30 minutes Monday through Friday and every 30 – 50 minutes on weekends
61D Murray, which runs every 20 – 30 minutes Monday through Friday and every 30 minutes on weekends
64 Lawrenceville-Waterfront, which runs every 30 – 40 minutes Monday through Friday and every 30 – 50 minutes on weekends
65 Squirrel Hill, which runs every 30 – 35 minutes Monday through Friday
93 Lawrenceville-Hazelwood, which runs 30 – 35 minutes Monday through Friday

**Neighborhood Access:** The most convenient access to the site is by Port Authority bus (see list of buses that stop nearby in Site Access section), however, the Port Authority provides an intricate system of bus and light rail that can be used in conjunction in order to access the site from any location in the Pittsburgh region.

Allegheny County / Public Transport Neighborhood Access Map (Source: Port Authority of Allegheny County)
School: See Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Third Dispensary Location Update attached to Attachment A for information regarding KRC’s strategy.

Address:
City: __________________________ State: PA Zip Code: ___________

County: __________________________ Municipality: __________________________

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

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

Part B – Diversity Plan

(Scoring Method: 100 Points)

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

Section 3 – Diversity Plan

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

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

Diversity Plan

In narrative form below, describe a plan that establishes a goal of diversity in ownership, management,
EMPLOYMENT AND CONTRACTING TO ENSURE THAT DIVERSE PARTICIPANTS AND DIVERSE GROUPS ARE ACCORDED EQUALITY OF OPPORTUNITY. TO THE EXTENT AVAILABLE, INCLUDE THE FOLLOWING:

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

Diversity Plan Overview

Incorporating diversity into Pennsylvania’s Medical marijuana (“MM”) program is a primary goal for the Commonwealth. It is the intent and goal of the General Assembly that the Department promote diversity and the participation by Diverse groups in MM businesses. Keystone Relief Centers, LLC (“KRC” or the “Company”) is committed to enhancing each community it enters by providing all Patients with the highest quality MM products and new and innovative technologies. We recognize the intersection of achieving diversity, being all inclusive and catering to Patient needs. We understand the importance and weight of a diversity and community plan and fully intend to take a “top down” approach to our diversity and community impact plans- KRC has (i) built out its boards with individuals from diverse backgrounds, (ii) partnered with business vendors with diverse certifications and (iii) plan on staffing its Dispensaries when we are awarded a Permit with all types of individuals. KRC intends to offer the “Best in Class” services to Patients throughout the Commonwealth, by ensuring that our Patients are treated to bring back health, restoration and life, and KRC is committed to hire talent with a range of backgrounds and belief systems.
Why Diversity Matters. KRC is committed to providing the finest quality of MM products in full compliance with all rules and regulations of the Act, while maintaining a focus on education, testing and research. Diversity, inclusion and cultural competence are critical components to the Company’s success. Diversity has a significant impact on Facility performance because it:

- Strengthens company culture
- Enables the Facility to attract the best and most compassionate Employees
- Increases employment satisfaction and engagement
- Fosters innovation and creative thinking

A diverse workforce brings different information, opinions, and other perspectives, which result in more effective problem solving, broader thinking and innovative solutions.

Purpose. KRC prides itself on providing care to diverse patients from a range of cultural backgrounds. KRC is committed to appealing, retaining and maintaining a workforce that is diverse. KRC feels strongly about ensuring that our Employees and Patients can be authentic, and feel important and respected. Implementing this plan strengthens diversity efforts and further integrates these values within KRC Facilities.

The Company has identified the following four desired outcomes under its Diversity plan:
1. Exceptional service to our diverse Patients
2. Inclusion of all Employees and Patients
3. A motivated and engaged workforce
4. Facility innovation and growth

KRC intends to identify a designated group within each Facility to oversee diversity efforts. The initiatives within our Diversity plan will be implemented over a five-year period. The Company plans to conduct an annual survey related to perceptions of inclusions, to identify barriers or trends to be addressed. KRC has created this Diversity plan to achieve a strong, engaged, and diverse workforce that puts its Patients first.

Diversity Goals & Timeline

2017/18 – 2019

1. Develop infrastructure to implement and sustain the Diversity plan;
2. Declare KRC’s commitment to diversity internally and externally;
3. Designate a diversity group to drive diversity efforts throughout our Facilities;
4. Develop measurements to track outcomes of Diversity plan;
5. Develop a regional reputation for innovative and effective practices on diversity and
retain a workforce that reflects the diversity of Southwestern Pennsylvania; and
6. Provide educational opportunities so that all Employees and leaders increase their
   commitment and practice behaviors needed for diversity transformation.

2019-2022

1. Address any barriers, disproportionality or inequities that limit diversity mission;
2. Expand outreach to attract under-represented Diverse groups;
3. Create a more inclusive and accessible climate at KRC where Employees can be proud
   of their identity and use it as a source to channel ideas and skills;
4. Provide “Best in Class” service by utilizing cultural and linguistic competence; and
5. Solidify KRC’s reputation as a leader on diversity through our actions and results.

Diversity Action Plan

1) Develop infrastructure to implement and sustain KRC’s Diversity plan:
   a. Through executive leadership and investors.
   b. Establish Advisory Board to drive diversity efforts throughout Facilities
      (outlined below).

2) Declare KRC’s commitment to diversity internally and externally:
   a. Hire a human resources company to train executives (outlined below) regarding communication with staff regarding diversity implementation.
   b. Sub-contractors
   c. New hires
      i. Diverse job fair
      ii. Proper education and training
   d. Policies
      i. Standard Operating Procedures (“SOPs”)
      ii. Employee handbook
      iii. Incorporation of equal employment opportunities
      iv. Celebrate diversity by acknowledging recognized cultural holidays (Chinese New Year, Hanukkah, Ramadan, etc.)

3) Community/charity/sponsorship: Set charity/sponsorship goals with organizations that support diverse efforts (outlined below).

4) Develop measurements to track outcomes of Diversity plan through reporting obligations.
   a. Feedback from staff during quarterly/bi-annual/annual employment review and conduct HR one-on-one staff meetings.
   b. Conduct surveys with existing staff to identify areas of improvement for communication and other ways they would like to be supported as a team.
Diversity and Community Advisory Board

KRC, led by James Roddey, has worked with its investor base to establish a Diversity and Community Advisory (“DACA”) Board. Roddey, the former county executive for Allegheny County, has dedicated his life to his local community, and fervently believes that promoting diversity within our Dispensaries and participating in our communities and the industry are key factors to the program’s success. KRC’s board of managers (the “Board”) is comprised of individuals who live in the communities where we are to be located, and recognize how important it is to understand the Company’s influence in those areas. Our DACA Board will act as KRC’s liaisons within our respective communities in Butler, Squirrel Hill, and a third Dispensary location to be identified within thirty (30) days of the date of submission of this Application, to identify and address how we can supplement diverse efforts within each community.

Roles and Responsibilities

Chief of Community & Diversity: The Chief Community Engagement Officer (CCEO) will provide visionary leadership, galvanize and deploy internal and external resources necessary to execute a model community engagement strategy and oversee the team responsible for engaging the community. The CCEO is also responsible for creating and overseeing programs and services that increase community engagement; and strengthen partnerships among the community to improve economic development and overall enrichment.

Director of Diversity: The Director of Diversity (DD) will focus on human resource management functions related to diversity and inclusion. Responsible for guiding efforts to conceptualize, define, assess, nurture, and cultivate diversity as an institutional and educational resource within the facility and community. Duties may include affirmative action/equal employment opportunity programs, or focusing on the constituent needs of minorities, women, and other bounded social identity groups.

Director of Patient Affairs: The Director of Patient Affairs is responsible for overseeing each community’s need for diversity as well as ensuring the culture within each Facility is diverse. Activities include planning community events with local municipalities, hosting job fairs, and overall executing of both the community and Diversity plan.

Diversity Advisors: KRC’s Minority Advisor, Women Advisor, Veteran Advisor, Disability Advisor, LGBT Advisor and Disabled Veteran Advisor are responsible for providing insight and knowledge in their respective areas of diversity. They will collaborate with KRC’s team on how to address the specific communities within their respective areas of focus. Each advisor was selected because of their individual experience with diverse groups.

Biographies
Chief of Community & Diversity: James Roddey
James Roddey’s service to the Commonwealth spans four decades and has provided countless benefits. Roddey’s professional background includes key roles at several leading companies, including partner, The Hawthorne Group; director, PeriOptimum, Inc.; director, PNC Equity Management Advisory Board; director, Wilhelmina International, Inc.; director, Vocollect Health Care Systems; president, Turner Communications Corporation; president, Rollins Communications Corporation; president, Wexford Health Sources; past director, SEEC; president, Allegheny Media; director, Allied Security; director, Equibank; director, Allin; president, International Sports Marketing and president at Star Cable. Roddey served as the first elected Allegheny County Chief Executive- 2000 to 2004 and as a member of the Board of the Inter-Governmental Authority and as a Commissioner of the Pennsylvania Commission for Transportation Funding and Reform. He has been awarded three honorary doctorates and has received more than 60 awards from a variety of business, civic education and industry organizations, including a Distinguished Alumnus Award and Pittsburgher of the Year. Dedicated to the community, Jim remains active in numerous civic and charitable organizations throughout the region and has served on more than 40 nonprofit boards, 15 of which he chaired, including The Eye & Ear Institute, the Pittsburgh Blind Association, Pittsburgh Public Theatre, Pittsburgh Three Rivers Arts Festival, United Way of Allegheny County, and WQED. To fulfill the Commonwealth’s Guiding Principles, KRC is confident Roddey’s unparalleled commitment to the citizens of Southwestern Pennsylvania makes him the ideal candidate to fill the role of Chief Community Relations Advisor.

Director of Diversity: Elisa Sanders
After attending Penn State University, Elisa Sanders pursued an initial career as a Customer Service Agent at FedEx Express. Quickly promoted, she became Sales Service Coordinator and later an International and Dangerous Goods Coordinator, where she ensured that all FedEx locations in the tristate area were following procedures for both international and dangerous goods shipments. Later, Elisa became the CEO and owner of E&C Abstract Inc., which became Urban Lending Solutions (“ULS”). Sanders co-founded ULS, a respected provider of outsourced fulfillment and settlement services to the mortgage origination and servicing industry with her husband, Chuck Sanders. In 2011, ULS was ranked No. 15 in the Inc. 500 list of fastest growing companies in the financial services industry. To fulfill the Commonwealth’s Guiding Principles, KRC is confident Sanders’s consistent, competent, and efficient focus on Diversity, and unique experiences as an African-American woman, makes her the ideal candidate to provide guidance to KRC’s team to fulfill the role of Director of Diversity.

Chief of Patient Relations and Women Advisor: Lucy Cichon
Lucy Cichon is a graduate of Point Park University with a Bachelor of Science degree in Health Services Management. For the past seventeen years, Cichon has been a franchise owner and Chief Executive Officer of the Greater Pittsburgh Assisted Living Services, Inc., d/b/a/ Home Instead Senior Care. She was also a Certified Senior Advisor and a Transitions Coach. She held positions in sleep diagnostics, training and medical education, product management and
marketing management for Respironics, Inc. Additionally, Cichon served from as a respiratory therapy technician and polysomnographic technologist with UPMC Presbyterian Hospital. Lucy is a self-employed Sales Consultant and training to be a Peer Advisory Coach for CEOs and Small Business Owners for Vistage International, Inc. To fulfill the Commonwealth’s Guiding Principles, KRC is confident Cichon’s expertise in medically focused programs to benefit patients makes her the ideal candidate to provide guidance to KRC’s team to fulfill the role of Chief of Community and Patient Relations.

**Minority Advisor: Doris Carson Williams**
Doris Carson Williams is the President and CEO of the African American Chamber of Commerce of Western Pennsylvania. This chamber of commerce provides access to and promotes opportunities for minority business owners. It is among the largest chambers in the region, and one of the nation’s largest African-American chambers of commerce. Recently she was appointed by the Pennsylvania Supreme Court to serve as a member of the Court of Judicial Discipline. A graduate of the University of Hartford, Fairfield University’s Graduate School of Banking & Financial Management/Management Program for Executives, and the Joseph M. Katz Graduate School of Business at the University of Pittsburgh, she recently received the Most Powerful and Influential Women Award from the National Diversity Council, to add to many other awards received throughout her career. To fulfill the Commonwealth’s Guiding Principles, KRC is confident Williams’ unwavering dedication to serving the African American community of Southwestern Pennsylvania makes her the ideal candidate to fill the role of KRC Minority Advisor.

**Veteran Advisor: Matthew Lenart**
Matt Lenart is a 2006 graduate of the United States Military Academy at West Point. Following graduation from West Point and commission as a 2nd Lieutenant in the infantry branch, Lenart attended and completed the Infantry Officer’s Basic Course, Airborne school, and U.S. Army Ranger School. Post deployment (Operation Iraqi Freedom), Lenart completed his military service as a Senior Platoon Trainer at the Infantry Officer Basic Course, training future infantry officers to lead men and women during combat operations in Iraq and Afghanistan. Upon honorable discharge from the Service, he served as a Supervisor of a Rig Mobilization Team for Chesapeake Energy, and as the Director of Operations for the Cheryl Kay Foundation, which funds home care services for senior citizens and breast cancer patients in need. Currently, Lenart is the owner of a Home Instead Senior Care franchise in Uniontown, PA. To fulfill the Commonwealth’s Guiding Principles, KRC is confident Lenart’s background and compassionate focus on Veterans’ issues makes him the ideal candidate to fill the role of KRC Veteran Advisor.

**Disability Advisor: John Tague**
For 40 years, Tague has been active in community service and has spent the last 20 years advocating for the rights of individuals with disabilities. John served as Chair of the Governor appointed Pennsylvania Statewide Independent Living Council, which
advises the Governor on a wide range of disability policy issues. Tague is the Principal at JT Disability Consulting Services LLC which specializes in Disability Policy and Training. He is also Treasurer of the City/County Task Force on Disabilities and former Vice-Chair of the Pittsburgh Commission on Human Relations. He has served a policy advisor to Community Living Supports and Services and is currently working with the Institute on Disability at Temple University on an Inclusive Leadership project. He is Project Director for the Western Pennsylvania Disability History and Action Consortium whose mission is to use disability history to ensure disability rights. He is a Graduate from Edinboro University of Pennsylvania with a BS in Education. To fulfill the Commonwealth Guiding Principles, KRC is confident Tague’s life-long advocacy on behalf of disabled individuals makes him the ideal candidate to fill the role of KRC Disability Advisor.

LGBT Advisor: Ian McGowan, M.D., Ph.D., F.R.C.P.

Ian McGowan, M.D., Ph.D., F.R.C.P., is a professor of medicine in the division of gastroenterology, hepatology and nutrition with a joint appointment in the department of obstetrics, gynecology and reproductive sciences at the University of Pittsburgh School of Medicine. Dr. McGowan is principal investigator of the University of Pittsburgh-based Microbicide Trials Network (MTN), an HIV/AIDS clinical trials network established in 2006 by the U.S. National Institutes of Health (NIH).

A renowned authority on the development of microbicides, Dr. McGowan is also principal investigator of an $11 million NIH grant called the Combination HIV Antiretroviral Rectal Microbicide (CHARM) program. The goal of CHARM is to develop microbicides specifically designed to prevent the rectal transmission of HIV by assessing their safety and efficacy in the laboratory and early-phase clinical studies.

Dr. McGowan obtained his medical training from the University of Liverpool in the United Kingdom, where he also completed postgraduate training in internal medicine, infectious diseases and gastroenterology. Between 1989 and 1994, he was a fellow in sexually transmitted diseases and HIV medicine at Middlesex Hospital in London, during which time he obtained a doctoral degree in mucosal immunology from Oxford University. In 2013, Dr. McGowan received a second doctoral degree from the Liverpool School of Tropical Medicine at the University of Liverpool focused on the clinical development of rectal microbicides for HIV prevention. Dr. McGowan joined the University of Pittsburgh in September of 2007.

Dr. McGowan has served as a consultant for the U.S. Centers for Disease Control and Prevention (CDC) and the World Health Organization, and as former chair of the U.S. Food and Drug Administration Antiviral Drug Advisory Committee. He currently serves as chair of the Microbicide Advisory Committee for the Population Council. To fulfill the Commonwealth’s Guiding Principles, KRC is confident McGowan’s medical background, passion for preventing AIDS/HIV transmission and advocacy within the gay community makes him the ideal candidate to fill the role of KRC LGBT Advisor.
Disabled Veteran Advisor: Captain Ryan J. McCombie, U.S. Navy Retired
Ryan J. McCombie is a retired United States Navy Captain with over 26 years of service. He spent most of his naval career in special operations and is highly decorated, with over two dozen significant medals and awards, including the Bronze Star (combat V), awarded for valor, a Legion of Merit and two Defense Superior Service medals and awards from the French and Vietnamese Governments. McCombie served as the Commanding Officer of SEAL TEAM TWO, Operations Officer of the highly regarded Red Cell Team and served in the U.S. Navy Defense Intelligence Agency.
McCombie served in high level positions in the Intelligence Agency, where his natural and acquired abilities related to project planning, crisis management strategy and decision-making were used. As a trained leader and warrior, McCombie played a significant role in tasking special operations during Operation Desert Storm from his post at the Defense Intelligence Agency. McCombie was selected by the Chairman of the Joint Chiefs of Staff as a member of the two man briefing team to brief four former U.S. Presidents at their offices and residences on combat operations for Desert Storm. McCombie’s last duty station was as the Senior Navy Representative and Faculty Instructor at the Army War College in Carlisle, Pennsylvania.
He is the author of numerous publications, speeches and symposia presentations affecting both civilian and military decision-makers. He currently serves as Chairman of the Board of Directors of Aionx, a medical products company based in Hershey, PA, vice-Chairman of the Development Board for Military Scholarships to the PSU World Campus, and a member of the Board of Trustees of the Pennsylvania State University. To fulfill the Commonwealth’s Guiding Principles, KRC is confident McCombie’s stellar history of service to our nation makes him the ideal candidate to fill the role of KRC Disabled Veteran’s Advisor.

Executive & Employee Diversity Training. KRC has engaged National Diversity Council (NDC) Consulting to provide a four-hour Diversity & Inclusion (D&I) Executive Session, to further educate KRC executives on the business case for D&I. The focus of the session is for KRC executives to understand the major trends driving the business case for D&I, which is a key component to business success in today’s global marketplace. The session also includes curriculum development/ customization and development of an executive workbook. We have attached the Letter of Intent entered into between KRC And NDC as Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_National Diversity Council LOI, which is attached as part of Attachment A of this Application.

Ensuring Diverse Employment Opportunities at the Facility. KRC intends to take a multifaceted approach to ensuring diverse employment opportunities within its facilities. KRC will collaborate with Bidwell Training Center (Bidwell) to assist with staffing various positions within the Dispensaries. Bidwell and KRC will work together to train Bidwell students, through the Bidwell Training Center, to serve as KRC Dispensary Employees. All training will be in full compliance with the MM Act.

For 50 years, Bidwell has attracted national recognition for its innovative and career-oriented
training, with a special focus and emphasis on training students from underserved minority communities. Accredited by the Accrediting Commission of Career Schools and Colleges, Bidwell is committed to equal employment and educational opportunities.

Additionally, KRC will host a series of job fairs and has engaged Vangst Talent Network to assist with staffing its Dispensaries. A female-owned cannabis recruiting agency, Vangst recognizes KRC’s interest in hiring local diverse candidates and will include the Company in the upcoming Vangst Cannabis Career Summit in Pennsylvania 2017. The Summit will target local diverse candidates and provide candidates with the resources and information on local cannabis employment opportunities. We have attached the Letter of Intent entered into between KRC and Vangst as Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Vangst LOI, which is attached as part of Attachment A of this Application.

Facility Dedicated to Diversity. Each of KRC’s Dispensary locations will have square footage dedicated for a community center or other community and diversity focused initiatives. KRC intends to host informational events for diverse community groups on a quarterly basis. KRC has also designed each Facility to be LGBT and wheelchair friendly. The planning team worked together to ensure that the Facility was not only user friendly to people of all genders by including unisex bathrooms, but also customized each Facility to include an area in the showroom/dispensing station that is low enough for an individual in a wheelchair, and one fully wheelchair accessible station with a roll in counter. KRC also commits to working with its architect, interior designer, and MM industry expert to ensure that its dispensing area is conducive to an Employee in a wheelchair, reflective of KRC’s mission to be all inclusive.

The facility will also feature handicap parking, parking for expectant mothers, as well as an American Disability Act (ADA) compatible entrance and/or ramps. We have attached our ADA compliance evidence as Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_ADA Letter, which is attached as part of Attachment A of this Application.

Sub-Contractors & Vendors with Diverse Backgrounds. KRC will check all vendor stats to ensure that all Diverse groups hold certifications from the below listed third party entities to qualify as Small Diverse Businesses:

• Unified Certification Program
• National Minority Supplier Development Council
• Women’s Business Enterprise National Council
• United States Small Business Administration 8(A) Business Development Program
• Vets First Verification Program
• US Business Leadership Network
• National Gay & Lesbian Chamber of Commerce

KRC has already selected various vendors and consultants with diverse backgrounds, and
intends to take reasonable measures to ensure that the contracts it negotiates require that its partners are of a Diverse group or that they commit to allocate resources to staffing projects with individuals of diverse backgrounds.

**Diversity Efforts.** To increase KRC’s efforts in assisting the Department’s diversity goals for the MM Program, KRC intends to participate in local programs and organizations outlined below, to establish relationships with all Diverse groups identified by the Department.

### Minority Community Based Efforts

Homewood’s Children: 98% of Homewood’s population are African American. Homewood’s Children’s purpose is to improve the lives of Homewood’s children, families and community through a variety of educational and assistance programs. [http://hcvpgh.org](http://hcvpgh.org)

How KRC Will Get Involved:

1. KRC plans to pursue a partnership with Homewood to provide job opportunities with the Company to qualified community members.
2. KRC will commit to providing financial support.

### Disability Community Based Efforts

Autism Society of Pittsburgh: The Autism Society of Pittsburgh’s goal is to assist autism involved parents, families and the caring professionals who work with them, by providing advocacy and making available as much relevant information on autism spectrum disorders. [http://www.autismsocietypgh.org](http://www.autismsocietypgh.org)

How KRC Will Get Involved:

1. With Autism being one of the serious medical conditions for the MM program, KRC will enlist ASP’s help in educating KRC executives and Employees on different aspects of autism. ASP advises facilities and/or professionals who are unfamiliar with autism and put them in touch with other professionals able to supplement their efforts.
2. KRC will commit to providing financial support.
3. KRC will commit to provide volunteers for ASP’s many fundraising efforts.

Brain Injury Association of Pennsylvania: The Brain Injury Association of Pennsylvania works to prevent brain injury and improve the quality of life for people who have experienced brain injury and their family members. [http://www.biapa.org/site/c.iuLZbMMKrH/b.1760731/k.BD3E/Home.htm](http://www.biapa.org/site/c.iuLZbMMKrH/b.1760731/k.BD3E/Home.htm)

How KRC Will Get Involved:

1. Most of the serious medical conditions are related to neuropathy, and KRC feels
**Women Community Based Efforts**

Women in Leadership Symposium: The mission of the National Women in Leadership Symposium is to bring together a diverse mix of successful women leaders who, through the discussion of topics relevant to today’s issues, educate, inspire and encourage women to reflect on their own goals and status as they strive to move higher in their organizations. This is accomplished through annual events being a premier resource for women to network, mentor and participate in professional development programs geared toward helping them rise in their careers. [http://wilsymposium.com/2017-symposiums/2017-pittsburgh/#reg-cta](http://wilsymposium.com/2017-symposiums/2017-pittsburgh/#reg-cta)

How KRC Will Get Involved:

1. KRC will encourage female KRC Employees to attend and participate in the Women in Leadership Symposium events.
2. KRC will commit to provide volunteers for their annual event.
3. KRC will provide sponsorship for their local Women in Leadership Symposium.

**LGBT Community Based Efforts**

To date, the LGBT community had not been included in MM State programs, which is why when the diversity requirements including LGBT were published, a KRC representative began meeting with Equality Pennsylvania. After many meetings, Executive leadership agreed to assist with our diversity planning. Equality Pennsylvania and Buchanan Ingersoll & Rooney PC collectively worked together to draft our all-inclusive Employee Handbook and to outline the program below. We have attached a copy of KRC’s Employee Handbook and information regarding Equality Pennsylvania at:

Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Employee Handbook and Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_LGBT Equality Pennsylvania SheetsLetter, respectively, each of which is attached to Attachment A of this Application.

The Gay & Lesbian Community Center of Pittsburgh: GLCC provides LGBT individuals, their families and supporters in Western Pennsylvania with resources and opportunities to promote visibility, understanding, and equality within the LGBT communities and the community at large. The GLCC will work toward these goals through education, social support, networking, and advocacy. [http://www.glccpgh.org/about-us/get-involved/](http://www.glccpgh.org/about-us/get-involved/)
How KRC Will Get Involved:
1. KRC will periodically host educational events for the community at each Facility.
2. KRC will commit to providing financial support to GLCC.

### Veteran Community Based Efforts

Veterans Leadership Program: VLP of Western Pennsylvania’s mission is to provide essential housing, employment, and vital supportive services to eligible local veterans, service members, and their families with the goal of improving their self-sufficiency, sustainability, and quality of life. [http://www.vlpwpa.org](http://www.vlpwpa.org)


1. KRC will reach out to VLP during our staffing efforts. VLP will work with all companies in all industries to assist with staffing veterans.
2. KRC will extend VLP’s volunteering needs to KRC staff and visitors where you can assist by being a Veterans Court Mentor, a Tax Site volunteer, organizing a donation drive to collect some of VLP’s “Wish List” items or volunteering at special events.
3. KRC will commit to providing financial support to GLCC.

### Reporting

The Director of Diversity will be responsible for drafting the Diversity Report for KRC to submit to the Department. KRC will include a report concerning the effectiveness of its Diversity plan as part of the Application for a Dispensary Permit renewal. The Diversity report will include the following:

1. Employment data, including information on the following:
   - Representation of diverse individuals in the MM organization’s workforce in all job classifications.
   - Salary information.
   - Recruitment and training information, including executive and managerial level recruitment and training.
   - Retention and outreach efforts.

2. The following information for each job category within KRC:
   - Total number of persons employed in each job category.
   - The total number of men employed in each job category.
   - The total number of women employed in each job category.
   - The total number of Veterans employed in each job category.
   - The total number of service disabled Veterans employed in each job category.
   - The total number of members of each racial minority employed in each job category.
3. The following contract and transaction information:
   - The total number and value of all contracts entered into or transactions conducted by KRC for goods and services.
   - The total number and value of all contracts entered into or transactions conducted by KRC with diverse groups.
   - A list of each contract entered into or transaction conducted by KRC with a diverse group and the actual value of each contract or transaction.
   - The total number and value of all contracts entered into by KRC that contain a requirement for a participation plan.

4. The following subcontract information:
   - The total number and value of all subcontracts entered into with Diverse groups under contracts containing a requirement for a participation plan.
   - A list of each subcontract entered into with a Diverse group under contracts containing a requirement for a participation plan and the actual value of each subcontract.

5. A comprehensive description of all efforts made by KRC to implement, monitor and enforce its Diversity plan and all participation plans required by KRC’s contracts.

6. Information on investment, equity ownership, and other ownership or management opportunities for Diverse groups that is initiated or promoted by KRC.

7. Develop a regional reputation for innovative and effective practices on diversity and retain a workforce that reflects the diversity of Southwestern Pennsylvania and each county in which we have a Facility.

8. Provide educational opportunities so that all Employees and leaders increase their commitment and practice behaviors needed for diversity transformation.

---

Part C – Applicant Background Information

(Scoring Method: Pass/Fail)

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

Section 4 – Principals, Financial Backers, Operators and Employees

A. Please list all Principals, Financial Backers and Operators
<table>
<thead>
<tr>
<th>Name and Residential Address</th>
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<tbody>
<tr>
<td><strong>First Name:</strong> Lucille</td>
</tr>
<tr>
<td>Occupation: Sales Consultant &amp; Advisory Coach</td>
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<tr>
<td>Also known as:</td>
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</table>

<table>
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<tr>
<th>Name and Residential Address</th>
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<tbody>
<tr>
<td><strong>First Name:</strong> Mark</td>
</tr>
<tr>
<td>Occupation: Community Liaison – Senior Care</td>
</tr>
<tr>
<td>Also known as:</td>
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<tr>
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</thead>
<tbody>
<tr>
<td><strong>First Name:</strong> John</td>
</tr>
<tr>
<td>Occupation: V.P. – Wells Fargo Insurance Services</td>
</tr>
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<td>Also known as:</td>
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<tr>
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<tbody>
<tr>
<td><strong>First Name:</strong> Kathi</td>
</tr>
<tr>
<td>Occupation: Owner of Home Instead Senior Care</td>
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<td>Also known as:</td>
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<tbody>
<tr>
<td><strong>First Name:</strong> Justin</td>
</tr>
<tr>
<td>Occupation: Cosmetic Surgeon &amp; Dermatologist</td>
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<tr>
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<tr>
<td><strong>First Name:</strong> Elisa</td>
</tr>
<tr>
<td>Occupation: Co-founder-Urban Lending Solutions</td>
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<td>Also known as:</td>
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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name: Joseph</th>
<th>Middle Name: Michael</th>
<th>Last Name: Martella</th>
<th>Suffix:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation: Pharmacist</td>
<td>Title in the applicant’s business: Member of The Martella Group, LLC, which is a direct member of Keystone Relief Services, LLC)</td>
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<tr>
<td>Also known as:</td>
<td>Date of birth:</td>
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IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER INDIVIDUALS IN A SEPARATE DOCUMENT TITLED “PRINCIPALS, FINANCIAL BACKERS AND OPERATORS (CONT.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.

B. Please list Employees

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR ANY EMPLOYEES THAT HAVE BEEN HIRED TO DATE TO WORK FOR THE APPLICANT LISTED IN THIS APPLICATION. IF NO EMPLOYEES ARE CURRENTLY EMPLOYED, PLEASE LEAVE THIS SECTION BLANK.

Name and Residential Address

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<thead>
<tr>
<th>First Name:</th>
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<th>Suffix:</th>
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<tr>
<td>Also known as:</td>
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<td></td>
</tr>
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<td>Address Line 3:</td>
<td>City:</td>
<td>State:</td>
<td>Zip Code:</td>
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<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
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Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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<td>Phone:</td>
<td>Fax:</td>
<td>Email:</td>
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</table>

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

Section 5 – Moral Affirmation

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

Yes ☐ No ☐

Section 6 – Compliance with Applicable Laws and Regulations

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

Yes ☐ No ☐

Section 7 – Civil and Administrative Action

For the statements below:

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

<table>
<thead>
<tr>
<th>Civil and Administrative Action</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>The applicant has never responded to an action resulting in sanctions, disciplinary actions or civil monetary penalties being imposed relating to a registration, license, permit or any other authorization to grow, process or dispense medical marijuana in any state.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>The applicant has never responded to a civil or administrative action relating to a registration, license, permit or authorization to grow, process or dispense medical marijuana in any state.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>The applicant has never been accused of obtaining a registration, license, permit or other authorization to operate as a grower, processor or dispenser of medical marijuana in any jurisdiction by fraud, misrepresentation, or the submission of false information.</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
Part D – Plan of Operation

(Scoring Method: 550 Points)

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

Plan of Operation

What must be covered in a Plan of Operation?

Applicants must identify how they will comply with relevant laws and regulations regarding:

- Security and Surveillance
- Employee qualifications and training
- Transportation of medical marijuana and medical marijuana products
- Storage of medical marijuana products
- Inventory management
- Recordkeeping
- Prevention of unlawful diversion of medical marijuana and medical marijuana products
- A timetable outlining the steps required for the applicant to become operational within six months from the date of issuance of a dispensary permit
Section 8 – Operational Timetable

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
</tr>
</thead>
</table>

**Overview.** Keystone Relief Centers, LLC (“KRC” or the “Company”) has a plan to commence operating three (3) medical marijuana Dispensaries by the end of 2017. KRC’s policies and Standard Operating Procedures (“SOPs”) have been developed to immediately support the Department’s mandate to provide safe patient access to Medical marijuana (“MM”) products within six months from the date of issuance of a Dispensary Permit. Below we have provided the steps we will take in order uphold § 1141.42(a) (Failure to be Operational), as KRC is committed to assist the Department with the goal of making MM products available at our Medical marijuana organization (MMO) to ensure patient access. To achieve this goal, KRC has completed the planning and has secured rights to the necessary real estate via the option agreements, attached as Attachment C of this Application, to commence operating MMO Dispensaries in Butler and Allegheny Counties. Please note that additional detail regarding each of the categories discussed in this Section 8 have been attached to Attachment A of this Application as Keystone Relief Centers LLC_03172017 Dispensary Attachment A _Operational Timetable (Contd.).

**Construction Timeline.** KRC’s strategic construction plan allows our first dispensary location to open within six (6) months from the date the dispensary license is awarded. The dates contemplated below are subject to change due to weather, unforeseen shortages of construction materials, and other events outside of KRC’s reasonable control, and assume that KRC receives notice that it has been awarded a Permit by the end of the second quarter of 2017:

See narrative for specific timelines and dates
<table>
<thead>
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<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keystone Relief Center</td>
<td>180 days</td>
<td>Wed 3/15/17</td>
<td>Tue 11/21/17</td>
</tr>
<tr>
<td>Design and Permitting</td>
<td>105 days</td>
<td>Wed 3/15/17</td>
<td>Tue 8/8/17</td>
</tr>
<tr>
<td>Architectural and Engine</td>
<td>60 days</td>
<td>Wed 3/15/17</td>
<td>Tue 6/6/17</td>
</tr>
<tr>
<td>City Building Permitting</td>
<td>45 days</td>
<td>Wed 6/7/17</td>
<td>Tue 8/8/17</td>
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<tr>
<td>Demo</td>
<td>10 days</td>
<td>Thu 7/27/17</td>
<td>Wed 8/9/17</td>
</tr>
<tr>
<td>Selective Site Demolition</td>
<td>10 days</td>
<td>Thu 7/27/17</td>
<td>Wed 8/9/17</td>
</tr>
<tr>
<td>Selective Building Demolition</td>
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<td>Wed 8/9/17</td>
</tr>
<tr>
<td>Construction</td>
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<td>Wed 8/9/17</td>
<td>Tue 11/14/17</td>
</tr>
<tr>
<td>Site Work</td>
<td>30 days</td>
<td>7</td>
<td>Wed 9/20/17 6.4</td>
</tr>
<tr>
<td>Electrical Rough in</td>
<td>20 days</td>
<td>Wed 8/9/17</td>
<td>Tue 9/5/17</td>
</tr>
<tr>
<td>HVAC Rough in</td>
<td>20 days</td>
<td>Wed 8/9/17</td>
<td>Tue 9/5/17</td>
</tr>
<tr>
<td><strong>DOH REDACTED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drywalling</td>
<td>20 days</td>
<td>Wed 9/6/17</td>
<td>Tue 10/3/17 12</td>
</tr>
<tr>
<td>Restrooms</td>
<td>10 days</td>
<td>Wed 10/4/17</td>
<td>Tue 10/17/17 13</td>
</tr>
<tr>
<td>Finishes</td>
<td>15 days</td>
<td>Wed 10/18/17</td>
<td>Tue 11/7/17</td>
</tr>
<tr>
<td>Millwork</td>
<td>5 days</td>
<td>Wed 11/8/17</td>
<td>Tue 11/14/17 15</td>
</tr>
<tr>
<td>Landscaping</td>
<td>10 days</td>
<td>Thu 9/21/17</td>
<td>Wed 10/4/17 9</td>
</tr>
<tr>
<td><strong>DOH REDACTED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspections</td>
<td>5 days</td>
<td>Wed 11/15/17</td>
<td>Tue 11/21/17 8</td>
</tr>
<tr>
<td>City Building Department Final Permit</td>
<td>5 days</td>
<td>Wed 11/15/17</td>
<td>Tue 11/21/17 8</td>
</tr>
<tr>
<td>Certificate of Occupancy</td>
<td>0 days</td>
<td>Tue 11/21/17</td>
<td>Tue 11/21/17 20</td>
</tr>
</tbody>
</table>

In addition to this construction timetable, Attachment D also contains additional detailed timelines regarding the exterior build and interior renovations (including materials) that will be complied with to complete the facilities.
Other Operational Timeline.
Sourcing Product: Selecting Product from Grower/Processors: KRC will join Pennsylvania Medical Cannabis Society in order to network with licensed Grower/Processors in Pennsylvania. KRC’s goal is to work with the Grower/Processors to ensure the best, highest quality products are available for our Patients.

Furniture Fixtures, and Equipment. Jim Droney, Owner - Mt. Lebanon Office Supply, Mt. Lebanon Office Furniture and Interiors has more than 50 years of experience. For almost 30 of those years, the company has belonged to an organization called WorkPlace Furnishings. WorkPlace Furnishings is a group of approximately 75 independently owned office furniture dealers who band together to get the best prices and service from over 25 of the world’s finest office furniture manufacturing sources. WorkPlace Furnishings has also developed a beautiful and very helpful showroom layout concept that lets a customer see and touch the most popular styles and sizes of furniture.
Inventory Control Timeline. To comply with the MM Act, KRC plans to install BioTrackTHC, a POS system which will ensure that our day-to-day Patient and inventory related activities are traceable/recorded, there are no undetected security breaches and that the confidentiality of the Patients’ records are maintained in accordance with HIPPA guidelines. See Section 14 of this Application, which provides detailed information about KRC’s engagement with BioTrackTHC and other inventory control, tracking and management.

Handling and Dispensation Timeline.

Handling and Storing MM Products: Receiving KRC Dispensary Employees will count any MM products prior to validating the transport manifest or completing a transfer between the KRC facilities pursuant to §1161.36(b). KRC will notify the Department immediately of any discrepancies or variances. All three (3) dispensary facilities have proper storage and have been designed with chain of custody and safety in mind. Storage areas will be clean and free of insects, rodents, birds and pests pursuant to §1161.33 (Storage requirements). Any MM products to be disposed of due to improper packaging, recall or contamination, shall be placed in a dedicated Quarantine Area pursuant to §1151.40 (Disposal of Medical Marijuana).

See attachment Keystone Relief Centers_Dispensary_03172017_Section 8- Operational Timetable (Contd.) for additional information regarding KRC’s anticipated timeline and processes for dispensing MM product to Patients.

Training and confirmation of policies and procedures to occur one month prior to operational status.

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. Due to space limitations inherent with the Application form, please refer to Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Employee Qualifications, Description of Duties and Training (Contd.), included as an attachment to Attachment A of this Application, which provides further important information regarding KRC’s Principals, Financial Backers, Operators and Employees.

Chief Executive Officer (CEO) / Chief Operations Officer (COO):
The CEO is responsible for all facets of the operation, including financial oversight. She is the leader of the management team with responsibility for managing all senior managers at each Facility. The CEO will have significant interaction with the principals/owners of
Keystone Relief Centers, LLC ("KRC" or the "Company") and all outside groups including state regulators, local government officials, and community groups.

The COO is responsible for overseeing the inventory control system which includes day-to-day operations of dispensing, packaging, administrative offices and inventory control.

2. **Vice President (VP):** The VP is responsible for carrying out the Company’s strategic plan through overseeing operations, developing functional roles and assigning responsibilities to employees who report to them. During meetings of KRC’s Board of Managers, the VP is responsible for providing an update on KRC’s operations and accomplishments. The VP oversees the job performance of department directors and upper management within KRC. The VP has executive-level responsibilities such as developing corporate policy, communicating expectations and the organization's mission.

3. **Chief Financial Officer / Controller (CFO) / Accounting and Control Officer:** Responsible for direction and oversight of the financial functions of the Company in accordance with U.S. generally accepted accounting principles and in accordance with Department rules and regulations. The CFO furnishes reports for the principal officers to review. The **Accounting and Control Officer** oversees accounting controls and procedures by developing and implementing systems for collecting, analyzing, verifying, and reporting financial information. Achieves accounting operational objectives by contributing accounting information and recommendations to strategic plans and reviews; preparing and completing action plans; implementing production, productivity, quality, and customer-service standards; resolving problems; completing audits; identifying trends; determining system improvements; implementing change.

4. **Chief Compliance Officer (CCO):** The CCO is responsible for upholding the Pennsylvania Medical marijuana ("MM") program guiding principles as well as overall Facility compliance. The CCO will be responsible for communicating with the Commonwealth to schedule inspections, reviewing policies and procedures and updating on a quarterly basis as well as educating the dispensary manager and employees on compliance and regulations. CCO will also assist inventory manager with quality control and ensure all products are tested, labeled, and packaged properly.

5. **Director of Security / Transportation Manager:** The Director of Security's responsibilities include ensuring the physical and digital security of patients, employees, information, assets, and the physical plant. He will work with the Director of Dispensary Operations to create and oversee crisis and emergency management practices and develop policies, procedures and programs designed to enhance the safety and security of all Patients, Company property, systems and
The Transportation Manager ensures that deliveries into or out of KRC’s Facilities are handled safely and in compliance with all regulations. This includes oversight of transportation equipment and personnel. He must be familiar with legal issues, government regulations, and safety procedures. The Transportation Manager works with the Director of Security to develop and implement policies and procedures for transportation operations. This includes being in charge of personnel activities and schedules, and overseeing shipment coordination and routing, as well as making sure that shipping documents are properly prepared. Maintenance, repair, and replacement of shipping equipment or vehicles is also directed by the transportation manager.

6. **Compliance and Risk Management Officer / Dispensary Operations and Compliance Advisor:**

The Compliance and Risk Management Officer’s responsibility is to monitor areas of incident management, internal auditing, operational risk assessment, and to ensure the Company remains in compliance with all applicable laws and regulations. The Dispensary Operations and Compliance Advisor’s responsibility is to provide insight to the Compliance and Risk Management Officer on exposure to legal penalties and losses the Company faces when it fails to act in accordance with industry laws and regulations as well as advise on internal policies or prescribed best practices to ensure that KRC operates fairly and ethically. He/she is also responsible for communicating KRC’s compliance efforts to the Dispensaries’ management.

7. **Quality Control Manager (QC) / Facilities Manager:**

QC Managers are in charge of making sure KRC’s MM products meet high quality standards. QC Managers make certain that chain of custody during intake is performed efficiently, coordinate Employee efforts, and facilitate communications between management and growers/processors. They also devise ways of improving the quality check process to ensure higher-quality goods.

The Facilities Manager’s responsibility is to oversee all day-to-day operations of the Dispensary including sales, money inventory, storage of MM products, cleanliness and organization of the dispensary and signage in the dispensary. The Facilities Manager will also be responsible for ensuring that all operations are compliant with state and local law, and that all appropriate steps are being taken to mitigate exposure under Federal law.

8. **Director of Patient Services / Director of Administration:**

Patient Services establishes KRC’s commitment to a patient-centric experience and oversees all efforts to inform Patients and the general public on the benefits provided by medical marijuana. Patient Services Director will perform a variety of duties including investigating, resolving, documenting and reporting patient and visitor complaints and concerns. Provide monthly accountability and variance analysis of customer service...
outcomes. Develop, implement and participate in customer service and patient relations initiatives for Patient care services. Maintains and oversee Patient orientation program. The Director of Administration is responsible for supervising staff; planning, organizing, and implementing administrative systems. Identifies needs for reception, breakroom, lobby and evaluate options for maintenance and supply purchases. Organize and coordinate information and requirements; planning, arranging, and dispensary meeting schedules; monitoring results.

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

1. The Company will staff appropriately to comply with Chapter 1161 of the MM Act. As the Dispensary and membership grows, KRC will hire more Employees to accommodate our Patient base. KRC will also use, to the extent viable, an affirmative-action based system for hiring Employees, as part of our Diversity plan. KRC will look for the following characteristics when hiring new employees:
   (i) Quick learners;
   (ii) Project a pleasant and positive image;
   (iii) Like people and relate well to them;
   (iv) Are helpful to patients;
   (v) Are ambitious and seek to grow in responsibilities; and
   (vi) At least 18 years’ old.

   To evidence the KRC’s level of preparedness to complete its staffing plan, KRC has included sample employee interview questions and additional sample employee qualifications as attachments to this Application, located at Keystone Relief Centers LLC_03172017_Dispensary_Attachment A _Employee Interview Questions and Keystone Relief Centers LLC_03172017_Dispensary_Attachment A _Employee Qualifications, respectively, as part of Attachment A.

2. Dispensary Manager: The Dispensary Manager oversees displays and inventory on the retail floor, as well as assisting patient advisors. He/she is responsible for performance management goal-setting, employee review, implementation of SOPs, cash handling, assists with reconciling cash/debit discrepancies with POS and management responsibilities during each shift, opening and closing of the Facility, Dispensary Employee schedules, handles Patient concerns and resolves problems that the Patient Care Consultant is unable to.

3. Physician/Pharmacist: The Physician/Pharmacist is responsible for consulting with Patients and Caregivers on the use of MM in conjunction with their ailments. The Physician/Pharmacist must remain onsite at the Dispensary during hours of operation. Physician/Pharmacist must complete a 4-hour training course developed by the
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>Department prior to working at the dispensary. The Physician/Pharmacist shall be responsible for implementing the responsibilities and development of the MASA Board.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. <strong>Physician Assistant/Registered Nurse (RN):</strong> As it relates to our secondary and tertiary Dispensary locations, the Physician Assistant/Registered Nurse Practitioner (RN) will be trained by the primary Physician/Pharmacist to resume the Physician/Pharmacist’s role and responsibilities at the appropriate Facility. The Physician Assistant/RN will also be responsible for managing the Patient Care Consultants.</td>
</tr>
<tr>
<td>5. <strong>Security Guard:</strong> Security Guards are responsible for maintaining the safety and security of patients, employees, and visitors at the facility. Monitors surveillance cameras, monitors for suspicious activity and report all findings to supervisor, patrols areas of the facility (indoors and out) and provides documentation and reports of any adverse incidents.</td>
</tr>
<tr>
<td>6. <strong>Inventory Manager:</strong> The Inventory Manager will be responsible for taking inventory of any usable or unusable medical marijuana products. The Inventory Manager will also be responsible for reporting any inventory discrepancies to the appropriate supervisor. He/she ensures that all MM products comply with the MM Act; and maintains the proper inventory of supplies for the dispensing of MM products.</td>
</tr>
<tr>
<td>7. <strong>Patient Care Consultant:</strong> The Patient Care Consultant will be stationed in the Dispensary area and will dispense MM products to Patients. Other responsibilities will include providing each Patient/Designated Caregiver with knowledgeable and welcoming service, entering each sale into the POS system, and working closely with the Dispensary Manager to ensure the Dispensary area is clean and organized.</td>
</tr>
<tr>
<td>8. <strong>Front Desk Manager / Receptionist:</strong> The Front Desk Manager’s responsibility is to oversee all day-to-day operations of the dispensary’s front desk including managing receptionists when checking in a Patient, reporting patient files and managing office/front desk supplies. The Front Desk Manager will also be responsible for ensuring that all front desk operations are compliant with state and local law. The Receptionist is responsible for checking in a Patient and ensuring the Patient is an active card holder. Since the Receptionist is the front lines of operations, it is imperative that this individual is professional, knowledgeable, and trustworthy.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>C. <strong>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.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Employee Training Overview.</strong> All employees who are authorized to receive, store, display, and approve MM products</td>
</tr>
</tbody>
</table>
for release for sale are to have:
(i) Formal current Good Manufacturing Practice (“GMP”) Training;
(ii) Formal qualifications or training in a relevant scientific discipline;
(iii) Attention to detail; and
(iv) Completed the Facility training assessment.
All Employees must ensure at the release of a MM product for supply or sale, that:
(i) Before a product is released, the overall supply chain of the particular product has been accounted for.
(ii) The product has been provided by a Pennsylvania licensed MM organization (“MM Organization”), and that all agreements between the MM Organization and KRC are valid and current.
(iii) The marketing requirements per the Department and the Facility have been met.
(iv) The principles and guidelines of GMP, as outlined in current GMP of regulatory agencies, are followed.
(v) All the necessary checks and tests in the intake and packaging records have been performed.
(vi) All the necessary microbial and chemical tests have been performed, and results accepted.
(vii) Trained Facility supervisors have endorsed all necessary completed intake, labeling, distribution, and quality assurance documentation.
All on site Physicians, Pharmacists, Physician’s assistant or Certified Registered Nurse Practitioner (collectively “Medical Professionals”) must complete a four-hour training course developed by the Department prior to working at the facility. KRC has included its Medical Director Handbook, Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Medical Director Handbook, as an attachment to Attachment A of this Application, to further demonstrate the depth of KRC’s knowledge in the field of MM and commitment to education of its staff and others within the medical community.

2. Purpose. The Company understands that a critical factor in the success of its Facilities is the dedication, knowledge, and compassionate care of each of its Employees, working together for a common purpose, and towards a goal. KRC’s goal is to ensure that all Employees are trained in the specific procedures of their job, as well as in a general overview and understanding of KRC and the Facility, the laws they must abide by, KRC’s history, organization, industry, products, security and safe-handling.
KRC will implement both traditional and non-traditional methods to educate and train its Employees. Our commitment to training and education begins with each Employee’s commitment to documenting their work and centralizing this information so that it can be accessed by others as needed. The greatest asset is the knowledge possessed by its Employees, and their understanding that KRC cannot afford to have a single point of failure if it wishes to succeed.
In addition to documentation, KRC also provides Employees with a list of defined expectations and goals that are based on long-term Facility needs. KRC mentors its Employees and ensures that they get the external training they need to be successful and remain in compliance with all Department regulations. Finally, training and education occurs between Employees, supervisors and management, ensuring that each understands the roles of the other and how to best integrate with one another.

3. **Operational Facility Dispensary Training for Executive Leadership.** Prior to opening each Dispensary, the Company’s Dispensary agents will train at a state licensed medical dispensary in Arizona. KRC feels it is vital to have executive leadership in place that have worked and trained in a compliant MM facility.

On-location training will happen at KRC Dispensary and off-location training will take place at industry conferences, online or at the industry expert’s state licensed dispensary in Arizona. In addition to consulting with industry experts on the Company dispensary’s SOPs, the industry experts will assist in scouting talent, training executives and key employees on industry best practices for compliance to ensure the Company is well versed in dispensary operations to be better prepared for servicing Pennsylvania Patients and Caregivers in the most competent and educated fashion possible.

The industry experts will host off-location training for key Employees at a state licensed dispensary in Arizona. The team of industry experts were chosen because of the similarities in the nature of the states’ programs, states’ population size, and the approved qualifying medical conditions.

Processes covered during the off-location training at a State licensed Arizona Dispensary will consist of: (i) Opening and closing procedures for a patient care coordinator and administrative staff; (ii) Insight into staffing procedures (and how coverage is maintained during peak times). This will include the staff changeover processes; (iii) An overview of products at the Arizona Dispensaries and how selection for various strains along with customer demand is considered; (iv) An overview of inventory control (with Arizona Dispensaries software and policies in mind); (v) Access to Arizona Dispensaries SOP’s.

The Company has already been provided with a copy of the Arizona Dispensaries SOP’s. After the Company’s dispensary agents have been trained at an operational Dispensary in Arizona, if needed additional Employees will be hired; new agents will be trained at the Company’s dispensary in Pennsylvania, with training modules outlined below.

4. **General Training:** In addition to the required Department training, all Facility principal Employees will be required to train on the General Training Modules below.

MM State and Federal Laws and Regulations, including:
- The MM Act as well as Program Rules and Regulations including, 1141 and 1151 Medical Marijuana; General Provisions; Grower Processor; Temporary Regulations and1161 Medical Marijuana; Dispensaries; Temporary Regulations.
- Safety, Security, Sanitary Practices, and Emergency/Disaster Preparedness pursuant to §1161.31, 33, 34.
- Confidentiality; Patient Privacy; HIPAA; Proper Recordkeeping pursuant to §1141.
Specific Training: In addition to the required department training, general training modules outlined above, Employees will be required to participate in job description specific training modules outlined below.

- Medical Professional Training: MM Training including MM therapeutics, including pharmacology, efficacy, adverse effects, dosing, pharmacodynamics, drug-drug interactions, safety, concerns of use and abuse, and recognition of toxicity.
- Patient Care Coordinator/Inventory Management Training: MM Product (s) Handler Restrictions, Inventory Management, Diversion Prevention, Dispensary Sales Floor Training, any/and all areas relating to MM Product Chain of Custody pursuant to § 1161.22, 23, 24, 26, 27, 28, 30, 32, 33, 38 and 39.
- Security/Transportation Training: Pursuant to §1161.34, 35, 36, 37, 38.
- Reception Training: Protocols for Reception pursuant to §1161.34.

5. **Required Employee Training & Review.** KRC shall train all Employees before they begin working at one of the Facilities. Such training shall include, without limitation: the proper use of security measures and controls that have been adopted for the prevention of diversion, theft or loss of MM products; procedures and instructions for responding to an emergency; the receipt, documenting, inventory, storage, transfer and distribution of MM products; and relevant Pennsylvania and federal laws, regulations and guidelines regarding MM and the confidentiality of information related to its use.

All KRC Employees are required to attend a formal GMP induction training at the commencement of employment as an introduction to the principles of current good manufacturing practices. Employees are required to undertake GMP education on an ongoing basis.

The Training Modules are mandatory, and written testing may be from time-to-time conducted, at orientation and one-year anniversaries, to confirm that procedures are well understood, and consistently implemented. The probationary status of an employee will not be lifted until the successful completion of the required training and testing program.

**Supervised Training.** The Dispensary Manager shall ensure that each Employee, in their respective position, receives training on the relevant SOPs that they will be expected to undertake within the Facility. Employees must not carry out the tasks identified/defined within the SOPs unless they have been adequately trained to do so, and have signed the relevant section of the Record of Competence (“Record”) to indicate that they have read and understood the information within the SOPs, and confirm that they will comply with the SOPs always.

The Dispensary Manager must also complete the Record, indicating the employee has received all the necessary training within the relevant SOPs. This is necessary to comply with Pennsylvania and Facility requirements to minimize risk of an adverse event occurring, by only allowing competent and trained employees to carry out a procedure. This safeguards Patients from unnecessary risks and provides care that is of the highest standard.
6. **Record of Competence.** The Record must be completed and properly stored, as it is required as proof of compliance with SOPs by the Department and KRC. A separate Record of must be completed for each Employee, including Facility Manager and each receptionist and all Security Agents. The Record must contain the Employee’s name, ID number, job title, relevant qualifications, signatures affirming their competency in carrying out the task identified within the SOPs, and date signed. By signing, the Employee confirms that he or she has received the necessary training as outlined within the relevant SOPs; has read and understands the information within the relevant SOPs; and will comply with the SOPs.

The Dispensary Manager must also complete the Record, to include their name, signature and date signed. By signing, the Dispensary Manager confirms that the identified Employee has received the necessary training outlined within the relevant SOPs, and that they are satisfied that the Employee is competent to undertake the task identified within the relevant SOPs. The Record must be amended when an Employee leaves, when a new Employee is hired, and when an Employee completes a training course that affects their level of responsibility within the Facility. The Record must be securely stored and kept for five years.

7. **Training Verification.** Under our operational model an Employee is unable to participate in the dispensing of MM products pursuant to Section 1161.25 and 1141.48 or initiate employment until an initial training has been completed. In addition, an Employee cannot continue employment without attendance and participation in the twice-yearly training and examination performed by the Medical Director. The verification method we intend to utilize is an objective measure, namely, that the completed examination, along with its score, is kept on file. The completed test thus provides reliable, consistent and tangible verification, assuring not only that the training was performed by the Medical Director, and attended by the individual, but also how well the employee performed. This verification method dovetails with the requirement for dispensary employees to review and become familiar with the Dispensary Agent Training Manual, as test scores will reflect the efforts dedicated to its review.

8. **Training Resources.**

Medical Director Handbook. KRC has developed a Medical Director Handbook, a comprehensive document for the purpose of assisting Physicians with understanding the MM industry, the benefits of MM and ways they can get involved in the Pennsylvania MM program. See Keystone Relief Centers LLC_03172017_Dispensary_Attachment A _Medical Director Handbook, included as attachment to Attachment A of this Application.

Employee Handbook. KRC’s Employee Handbook provides an overview of the history and structure of KRC; information about eligible benefits as a KRC Employee; and outlines the policies and procedures which are conditions of employment. See Keystone Relief Centers
### D. Licensed Medical Professionals at Facility

<table>
<thead>
<tr>
<th></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>
<td>☐</td>
</tr>
<tr>
<td>If the applicant is operating any dispensaries in addition to the primary dispensary location listed under the permit, and a physician or pharmacist is not present onsite at the additional dispensary or dispensaries, a physician assistant or a certified registered nurse practitioner will be present onsite at each of the other dispensaries instead of a physician or pharmacist.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Any physician, pharmacist, physician assistant or certified registered nurse practitioner employed by a dispensary will, prior to assuming any duties at the dispensary facility, successfully complete a four-hour training course developed by the Department.</td>
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If more space is required for any of the above three components of Section 9 (A, B and C), please submit additional information in a separate document titled “Employee Qualifications, Description of Duties and Training (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.

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.
### Section 11 – Transportation of Medical Marijuana

<table>
<thead>
<tr>
<th>A. Transportation</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>
</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>
</tr>
<tr>
<td>• Medical marijuana will only be delivered between 7 a.m. and 9 p.m.</td>
</tr>
<tr>
<td>• Medical marijuana will not be transported to any location outside of this Commonwealth.</td>
</tr>
<tr>
<td>• A global positioning system will be used to ensure safe, efficient delivery of the medical marijuana to a medical marijuana organization.</td>
</tr>
<tr>
<td>In addition to having a transport vehicle staffed with a delivery team consisting of at least two individuals, the applicant affirms the following:</td>
</tr>
<tr>
<td>Requirement</td>
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<td>----------------------------------------------------------------------------</td>
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<tr>
<td>At least one delivery team member will remain with the vehicle at all times that the vehicle contains medical marijuana.</td>
</tr>
<tr>
<td>Each delivery team member shall have access to a secure form of communication with the dispensary, such as a cellular telephone, at all times that the vehicle contains medical marijuana.</td>
</tr>
<tr>
<td>Upon demand, each delivery team member shall produce an identification badge or card to the Department or its authorized agents, law enforcement or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.</td>
</tr>
<tr>
<td>Each delivery team member will have a valid driver’s license.</td>
</tr>
<tr>
<td>While on duty, a delivery team member will not wear any clothing or symbols that may indicate ownership or possession of medical marijuana.</td>
</tr>
<tr>
<td>Medical marijuana stored inside the transport vehicle may not be visible from the outside of the transport vehicle.</td>
</tr>
<tr>
<td>A delivery team shall proceed in a transport vehicle from the dispensary, where the medical marijuana is loaded, directly to the medical marijuana organization, where the medical marijuana is unloaded, without unnecessary delays. Notwithstanding the foregoing, a transport vehicle may make stops at multiple facilities, as appropriate, to deliver medical marijuana.</td>
</tr>
<tr>
<td>Any vehicle accidents, diversions, losses, or other reportable events that occur during transport of medical marijuana must be immediately reported to the Department either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.</td>
</tr>
<tr>
<td>The Department shall be notified daily of the dispensary’s delivery schedule, including routes and delivery times, either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.</td>
</tr>
<tr>
<td>A transport vehicle is subject to inspection by the Department or its authorized agents, law enforcement or other Federal, State or local government officials if necessary to perform the government officials’ functions and duties.</td>
</tr>
<tr>
<td>A transport vehicle may be stopped and inspected along its delivery route or at any medical marijuana organization.</td>
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</tbody>
</table>
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

- 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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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- By checking “Yes” to any statement, you affirm that the transport manifest (printed or electronic) that accompanies every transport vehicle will contain the following information and meet the following requirements:

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

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

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

- The date and approximate time of departure.

- The date and approximate time of arrival.

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

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

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

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

- Separate copies of the transport manifest will be provided to each recipient receiving the medical marijuana product described in the transport manifest. To maintain confidentiality, a dispensary may prepare separate manifests for each recipient.
• The applicant acknowledges that, upon request, a copy of the printed transport manifest, and any printed receipts for medical marijuana being transported, will be provided to the Department or its authorized agents, law enforcement, or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.

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

N/A

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

DOH REDACTED
DOH REDACTED

DOH REDACTED
Section 12 – Storage of Medical Marijuana

| A. Storage Requirements | Yes | No |
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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).

- 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:
Section 13 – Labeling of Medical Marijuana Products

A. Labeling Requirements

| Yes | No |
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 MARIJUANA PRODUCTS:
Section 14 – Inventory Management

A. Electronic Tracking System

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

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You acknowledge that an electronic tracking system that is approved by the Department

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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.

**B. Inventory Management**

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

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

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

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

N/A

**C. PLEASE DESCRIBE YOUR APPROACH REGARDING THE IMPLEMENTATION OF AN INVENTORY MANAGEMENT PROCESS. THIS APPROACH MUST ALSO INCLUDE A PROCESS THAT PROVIDES FOR THE RECALL OF MEDICAL MARIJUANA PRODUCTS AND THE MANAGEMENT OF MEDICAL MARIJUANA PRODUCT RETURNS FROM YOU TO THE ORIGINATING GROWER/PROCESSOR:**
Inventory Management Overview
Section 15 – Diversion Prevention

A. PLEASE PROVIDE A SUMMARY OF THE PROCEDURES THAT YOU WILL IMPLEMENT AT EACH PROPOSED FACILITY FOR THE PREVENTION OF THE UNLAWFUL DIVERSION OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, ALONG WITH THE PROCESS THAT WILL BE FOLLOWED WHEN EVIDENCE OF THEFT/DIVERSION IS IDENTIFIED:
## Section 16 – Sanitation and Safety

### A. Please provide a summary of the intended sanitation and safety measures to be implemented at each proposed facility listed in the permit application. These measures should cover, but are not be limited to, the following: A written process for contamination prevention, pest protection procedures, medical marijuana product handler restrictions, and hand-washing facilities.

### Sanitation & Safety Overview

To comply with the Commonwealth of Pennsylvania’s Medical Marijuana Act (the “Act”) and the accompanying rules and regulations promulgated by the Pennsylvania Department of Health in Title 28 of the Pennsylvania Code (the “Regulations”), an Applicant must implement sanitation and safety measures at each of its Facilities, including processes for contamination prevention, pest protection procedures, medical marijuana (“MM”) handlers restrictions, and hand-washing facilities.

Keystone Relief Centers, LLC (“KRC” or the “Company”) is committed to providing a safe and secure workplace for Patients, Employees, and visitors. The Company’s Standard Operating Procedures (“SOPs”) for Section 16 of this Application have been created to ensure it not only meets standards provided by the Act but also remain in compliance with all other applicable Commonwealth and local building codes pursuant to Section 1161.34(e) of the Regulations.

### Site & Facility

Each of the Company’s MM Dispensary Facilities (each a “Facility” or a “Dispensary”) will be split into multiple areas to promote the highest levels of security, safety, cleanliness, and a positive work environment. Each Facility will have storage areas that provide adequate lighting, ventilation, temperature, sanitation, humidity, space, equipment, and security conditions for MM products. The Facilities will remain free from infestation by insects, rodents, birds, or vermin of any kind. Each Facility has a designated storage area for storage of toxic cleaning compounds, sanitizing agents, solvents, and pesticide chemicals, which will be labeled and stored in a manner that prevents...
contamination of MM products in a manner that otherwise complies with other applicable
laws and regulations pursuant to Section 1161.34(a)(4) of the Department’s Regulations. The
Company has ensured that:

- The flow of components, product containers, closures, labels, in-process materials,
  and items that use the building for holding or displaying such items is designed to
  prevent contamination;
- The operations of each Facility are performed within specifically defined areas of
  adequate size; and
- There are separate or defined areas or such other control systems for the operations
  of the Facilities as are necessary to prevent contamination or miscalculation or misuse
  of any component in any step of the intake, labeling or distribution of MM products
during the course of the following procedures:
  - Receipt, identification, storage, and withholding from use of components,
    item containers, closures, and labels, pending the appropriate sampling,
    testing, or examination by the Company’s Quality Assurance Department
    before release for distribution;
  - Holding rejected components, item containers, closures, and labels before
    disposition;
  - Storage of released components, item containers, closures, and labels;
  - Labeling operations;
  - Storage of items; and
  - Sanitary holding, which includes as appropriate:
    - Floors, walls, and ceilings made of smooth, hard surfaces that are easily
      cleanable and maintained in good conditions pursuant to
      Section 1161.34(a)(2) of the Regulations;
    - Temperature and humidity controls;
    - An air supply filtered through high-efficiency particulate air filters
      under positive pressure;
    - A system for monitoring environmental conditions;
    - A system for cleaning and sanitizing rooms and equipment; and
    - A system for maintaining any equipment used to control sanitary
      conditions.

Parking. A minimum of 35 parking spaces (including 4 handicapped spaces) are provided
on the Dispensary property. The surface of the existing asphalt concrete pavement will be
steam cleaned. The parking stalls will be marked with 4-inch wide white stripes.

Facility Signage. Pursuant to Section 1161.30(a) and (b) of the Department’s Regulations, the
Facility’s appearance and signage shall remain discreet, professional, and posted in a
conspicuous location throughout the facility. The purpose of the Facility’s internal and
external signage is to properly identify the Facility and prevent unauthorized access through
definite demarcation. Section 15 of this Application contains more information on the
Company’s Facility signage.
**Interior.** The Company ensures that the interior of its buildings, which it uses to hold and dispense MM products, is maintained in a good state of repair. The Company’s buildings will be of suitable size, construction, and location to facilitate cleaning, maintenance, and proper operations. The facility is ADA compliant for both employees and Patients.

**Ventilation.** Each Facility has adequate ventilation and contains equipment for adequate control over air pressure, microorganisms, dust, humidity and temperature when appropriate for the holding and distribution of MM products. Each Facility provides mechanical ventilation of sufficient capacity as necessary to keep rooms free of excessive heat, steam, condensation, vapors, obnoxious odors, smoke, and fumes. Each Facility’s ventilation hood systems and devices are sufficient in number and capacity to prevent grease or condensation from collecting on walls and ceilings.

**Restrooms.** To comply with Section 1161.34(d) of the Regulations promulgated by the Pennsylvania Department of Health in Title 28 of the Pennsylvania Code, each Facility will have more than one readily accessible lavatory for Employees and visitors that will be maintained in sanitary condition and good repair. Lavatories will always contain a flushable toilet, mounted toilet tissue, a sink with running water, at least one hand-washing sink, soap contained in a dispenser, and disposable, single-use paper towels in a mounted dispenser or a mechanical air hand dryer.

**Maintenance, Cleaning and Sanitation of the Facility.** To comply with Section 1161.29(a)(5) of the Regulations, the Company developed the following to meet maintenance, cleaning, and sanitation of the facility. Cleanliness, equipment, and sanitation protocols are included in Company’s SOPs, which will be utilized to train all appropriate dispensary agents. Neither Company, nor any of its Employees shall operate the Facility without a current permit issued by the Department. The Facility’s license/approval shall be posted always in a conspicuous place in the reception area.

The Company understands that cleaning, sanitation, and product safety is of the utmost importance for Medical Marijuana Organizations (“MMOs”) because Patients with compromised immune systems will utilize MM products to improve their health. As such, MM products must be safe and free of contaminants to prevent further complications to Patients with already weakened health. Cleaning is an integral part of maintaining an environment that is free of chemical and biological contaminants. As such, proper cleaning will be performed before build-out is initiated, after build-out is complete, and regularly throughout the operations of the Dispensaries. Chlorine-based cleansers will be used on all open surfaces such as benches, countertops, or any equipment used for MM product storage. Specific areas may require more aggressive treatments such as fumigation by propylene oxide or similar fumigant to combat existing microbiological contamination or pests. MM products will be protected from flies, dust, dirt, and all other contamination during the process of packing, storage, sale, or distribution. All cleaning and sanitation tasks...
are performed daily and supervised by the Dispensary Manager (the “DM”).

**Trash Removal.** To remain compliant with Section 1161.34(a)(1) of the Department’s Regulations, no trash will be removed or discarded until the closing of inventory has been completed. All trash will be removed under the supervision of the Company’s upper management to deter diversion. Designated Employees will be responsible for emptying the trash in all facility areas. The Company will utilize a buddy system for disposing of all trash collected in dumpster to ensure Employee safety.

**Sanitary Practices.** Our Employee-training curriculum will provide SOPs and instruction to Employees to ensure all systems are in place to dispense MM products safely. These systems also ensure that every Employee understands how to implement these systems accurately. Cleanliness, equipment, and sanitation protocols are included in Company’s SOPs, which will be utilized to train all appropriate dispensary agents. Cleaning is an integral part of maintaining an environment that is free of chemical and biological contaminants. As such, proper cleaning will be performed regularly throughout the operations of the Dispensaries. Chlorine-based cleansers will be used on all open surfaces such as benches, countertops, or any equipment used for MM product storage. Specific areas of the Dispensary may require more aggressive treatments such as fumigation by propylene oxide or similar fumigant to combat existing microbiological contamination or pests. All trays, buckets, other receptacles, platforms, racks, tables, shelves, utensils, or the machinery used in moving, handling, or other processes are cleaned daily. All trash bins shall be emptied out daily, at the end of the day. Wiping cloths for cleaning and sanitizing must be available in every work area for equipment such as counters, MM product dispensing stations, and utensils. Also, because bacteria grow and multiply in moist environments, moist wiping cloths must be stored in a bucket of water and sanitizer when they are not in use.

The disinfectant will be at the proper concentration to ensure that the germs are destroyed but that the cleaning solution is not dangerous. The only sure way to measure the concentration is with a paper test strip. The white paper test strips will change to a medium blue if the chlorine is at the correct concentration between 50 and 100 parts per million.

Routine cleaning and sanitizing is carried out by Company’s Employees or a hired cleaning contractor. All cleaning will be recorded on the Dispensary Cleaning/Sanitation Record by the operator performing the cleaning task. The form will include date, action performed, the operator’s identification, and any additional comments. The DM will sign and verify the status of the cleaning/sanitation actions on record as Satisfactory or Non-satisfactory.

**Equipment Maintenance.** Routine maintenance and limited service is carried out by the Company or the equipment’s manufacturer, as applicable. The DM or her designee will maintain service manuals and maintenance records. The DM or her designee administers the equipment maintenance program, whether maintenance is planned or not. Two types of service contracts are maintained on each Facility’s major equipment:
Fixed contracts, which require maintenance visits. The DM or her designee will schedule these visits at regular intervals (as defined by the service agreement), at a time mutually convenient to the operator and the servicing company. This ensures that the appropriate building services will be available.

Standing agreements where service is provided on an as-required basis. This is typically for equipment that can be routinely maintained by the staff. In these cases, rare or unique failures will require manufacturer’s service on a per-call basis. At that time, staff observes and assists to improve their diagnostic and repair capabilities.

**Pest Protection Procedures.** Pursuant to Section 1161.34(a)(3) of the Pennsylvania Department of Health’s Regulations, Company will hire a pest control company to assist it with:

**Inspection:** The Company will conduct weekly pest inspections. These routine inspections will focus on areas where pests are most likely to appear, such as loading/receiving dock, storage area, employee break room, etc., and will identify any potential entry points, food and water sources, or harborage zones that might encourage pest problems.

**Preventive Action:** As regular inspections reveal vulnerabilities, the Company will refer to each inspection report and take steps to address pest issues reported before they cause a problem. One of the most effective prevention measures is exclusion, i.e., performing structural maintenance to close potential entry points revealed during inspection. Continued sanitation practices throughout each Facility will eliminate potential food and water sources, thereby reducing pest pressure.

**Identification:** Identifying problematic species can help eliminate pests more efficiently and cause least risk of harm to other organisms. Professional pest management always starts with the correct identification of the pest in question.

**Analysis:** In the unlikely event that a pest is present in a Facility, once the Company or its contracted pest management service provider has properly identified the pest, they will determine why the pest is in the Facility. Hypothetical causes could include food debris, moisture accumulation, and odors. In this unlikely event they would also determine how are the pests are entering the Facility; this could include through the floors or walls or incoming shipments of MM products. This analysis will lead to the best choice of control techniques in the unlikely event such remediation is required.

**Treatment Selection:** To the extent necessary, the Company would consider the use of non-chemical control methods, such as exclusion or trapping, before chemical options for addressing particular pests. When other control methods have failed or are inappropriate for the situation, chemicals may be used in least volatile formulations in targeted areas to treat the specific pest. By focusing on non-chemical options first, the Company ensures that its
pest management program is effectively eliminating pests at the least risk to its MM product program, non-target organisms, and the environment.

Monitoring: While constantly monitoring the Facility for pest activity, operational changes can protect against infestation and help eliminate existing ones. Employees should be cognizant of sanitation issues that affect the program and should report any signs of pest activity.

Documentation: The Company will maintain up-to-date pest control documentation. These documents would include a scope of service, pest activity reports, service reports, corrective action reports, trap layout maps, lists of approved pesticides, pesticide usage reports, and applicator licenses.

**Smoke-Free Workplace.** The Pennsylvania Clean Indoor Air Act requires that no smoking signs or the international no smoking symbol, which consists of a pictorial representation of a burning cigarette in a circle with a bar across it, must be prominently posted and properly maintained where smoking is not permitted.

**Drug-Free Environment.** The Company is committed to providing a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of Employees, the MM products, and to the security of the Company’s equipment and the Facilities. For these reasons, despite the permission granted in Section 1161.22(b)(3) of the Regulations promulgated by the Pennsylvania Department of Health (relating to permitting self-administration at the Dispensary by Patients who are also Employees), the Company is committed to the elimination of drug or alcohol use and abuse in the Facility. In compliance with the Drug-Free Workplace Act of 1988, each Facility has a commitment and a responsibility to the Commonwealth of Pennsylvania, the Federal Government, its Patients, and its Employees to provide a safe, quality-oriented, and productive work environment consistent with the standards of the community in which the Facility operates. Alcohol and drug abuse pose a threat to the health and safety of everyone involved, and will jeopardize the Facility’s license to operate.

The Company’s SOPs are designed to correct instances of identified alcohol or drug use in the workplace. This policy applies to all Employees and all applicants for employment at the Facility. The Company’s Director of Operations shall be responsible for policy interpretation, administration, and enforcement. The Company retains the right to require the following tests, among others:

- Pre-Employment;
- Reasonable Suspicion;
- Post-Accident; and
- Follow-Up.
**Consequences.** Applicants who refuse to cooperate in a drug test or who test positive will not be hired. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug will be terminated. The first time an Employee tests positive for alcohol or illegal drug use, he will be discharged. Employees will be paid for time spent testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a DM and the Director of Operations. Should the result prove to be negative, the Employee will receive back pay for the time he was suspended.

**Confidentiality.** Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to any supervising Employee who reviews the file shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

**Inspections.** The Company reserves the right to inspect all portions of its Facilities for drugs, alcohol, or other contraband. All Employees, contract employees, and visitors may be asked to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

**Violence and Bullying in the Workplace.** The Company defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or during employment.” Such behavior violates the Facility Code of Ethics, which clearly states that all Employees will be treated with dignity and respect. The purpose of this policy is to communicate to all Employees, including supervisors, managers, and executives, that no Facility will tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

The Company will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected to the greatest extent possible. The Company will not retaliate against Employees making good faith reports of violence, threats, or suspicious individuals or activities. To maintain workplace safety and the integrity of its investigation, the Company may suspend Employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

**Safety, Security, Sanitary Practices Training.** All appropriate parties will be trained on contamination prevention, MM product handler restrictions, and proper hand-washing protocols on a biannual basis.

**Retail Food Protection, Employee Health and Personal Hygiene Requirements.** Process for Contamination Prevention:
• Employees with foodborne illnesses will be excused from work immediately;
• Depending on the illness, Employees may be placed on “Exclusion” or “Restriction”;  
• Employees will be required to follow minimum hygiene requirements; and  
• Employees will be required to follow the FDA hand washing protocol.

All Employees will be notified of their legal responsibility to report any of the common symptoms of illnesses that can be easily spread in addition to any other and all actions or situations that could compromise cleanliness or quality.

Employees will be excluded from the Facilities if:
• they are diagnosed as having an illness associated with a “Big Five” pathogen (Norovirus, the Hepatitis A virus, Salmonella Typhi, Shigella spp., and Escherichia coli (E.coli) O157:H7 or other Enterohemorrhagic or Shiga toxin-producing E. coli);  
• they are jaundiced, and the onset of the jaundice occurred in the last 7-days; or  
• they have symptoms of vomiting or diarrhea.

If an illness develops during work hours, Employees must immediately report their condition to the manager who will follow the Official FDA Food Code, as contemplated by Section 1161.34(b) of the Regulations, by implementing the following:
• Confirm the present condition of dispensary agents and those to whom a conditional offer of employment is made by using Form 1-B from Annex 7 of the 2009 Food Code “Conditional Employee and Food Employee interview”, and maintaining a copy in the dispensary agent’s file.
• Document how existing and new employees were informed regarding their legal reporting responsibilities relating to employee health issues, including the date and topics discussed and place in the employee files. The documentation will be maintained in the employees file.
• Monitor employees for visible or obvious symptoms, which may require exclusion or restriction.
• Maintain all documents and record of exclusions and restrictions for review by the Health Department.
• Maintain the Dispensary policy and procedure and make available to all interested employees.
• Contact the Health Department if there are any questions.

**MM Product Handlers.** The Company does not anticipate handling unpackaged MM products; however, pursuant to Section 1161.34(b) of the Regulations promulgated by the Pennsylvania Department of Health, all employees working with MM products is subject to food handler restrictions stated in Title 28, Section 27.153 of the Pennsylvania Code. All Employees must wear gloves while handling MM products or in proximity to MM product...
containers. All persons shall conform to hygienic practices while on duty to the extent necessary to protect against contamination of MM products. The methods for maintaining cleanliness include:

1. Washing hands with disinfectant soap before every entrance to MM product intake area;
2. Putting on new plastic disposal gloves before every entrance to MM product intake area;
3. Wearing a clean apron;
4. Maintaining adequate personal cleanliness;
5. Removing all unsecured jewelry and other objects;
6. Wearing a plastic head cap to prevent MM product contamination; and
7. Receiving appropriate training regarding in-taking MM products before accepting MM products into the Secured Storage Area.

**Minimum Hygiene Requirements.** Pursuant to Section 1161.34(b)(1) of the Pennsylvania Department of Health’s Regulations, the following outlines the Company’s minimum requirements for hygiene.

**Dress Code.** The Company encourages personal expression, so long as it is consistent with its image of excellence and professionalism. All clothing, shoes, and accessories must be clean and odor-free. Graphics and words may not be displayed on any article of clothing, except for Company approved graphics or words such as the word “Security” for appropriate Employees, and Company branded clothing can be worn by appropriate Employees, except that members of the delivery team may not wear any clothing or symbols that make indicate ownership or possession of MM products per Section 1161.35(c)(5) of the Regulations. Each Employee will wear proper identification badges to be identified accurately.

Employees must not wear clothing that reveals cleavage, shoulders, back, chest, upper thighs, or stomach. Undergarments must not be visible, and only close toed shoes may be worn. Any Employee found in violation of this policy may be asked to go home, change and return to the Dispensary dressed appropriately according to this policy. Violations may result in disciplinary action.

**Personal Hygiene.** Proper grooming and hygiene must be maintained at all times. Employees who shave their face must keep it clean-shaven and without stubble. If an employee has a beard or mustache, it must be clean and adequately trimmed. Perfumes, colognes, and other strong scents shall not be worn while at the Facility.

**MM Product Handlers Restrictions: FDA Hand Washing Protocol.** Pursuant to Section 1161.34(b)(2) of the Department’s Regulations, before starting work and at all times before dispensing MM products, all Employees must thoroughly wash their hands. Keeping hands clean through improved hand hygiene is one of the most important steps Employees
can take to avoid getting sick and spreading germs to others. Every Employee shall wash her hands before and after eating, assisting or caring for someone who is sick, treating a cut or wound, using the toilet, blowing her nose, coughing or sneezing, touching an animal, between handling cash, and after trash removal.

Procedure for hand washing: Employees will be instructed to wet hands with clean, running water, turn off the tap, and apply soap; lather hands by rubbing them together with the soap, including the backs of hands, between fingers, and under nails; scrub hands for at least 20 seconds; rinse hands well under clean, running water; and dry hands using hand air dryers.

Use of hand sanitizer: Washing hands with soap and water is the best way to reduce the number of germs on them in most situations. If soap and water are not available, Employees must use an alcohol-based hand sanitizer that contains at least 60% alcohol. Alcohol-based hand sanitizers can quickly reduce the number of germs on hands in some situations, but sanitizers do not eliminate all types of germs and might not remove harmful chemicals.

**Workplace Safety.** It is the responsibility of each Employee to conduct all tasks in a safe and efficient manner complying with all local, Pennsylvania, and federal safety and health regulations and program standards, and with any special safety concerns for use in an area or with a Patient.

Although most safety regulations are consistent throughout each department and program, each Employee has the responsibility to identify and familiarize herself with the emergency plan for her working area. The Company shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events, and medical crises.

It is the responsibility of the Employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an Employee or that the Employee witnesses. Failure to report such an infraction may result in Employee disciplinary action, including termination.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow Facility safety and health guidelines or engaging in conduct that places the Employee, Patient or Caregiver, or the Facility property at risk can lead to Employee disciplinary action or termination.

The Director of Operations shall have the responsibility to develop and the authority to implement the safety and health program in the interest of a safer work environment. In the event of an emergency at a Facility, the Employees are responsible for notifying appropriate emergency personnel, alerting management, and following established protocols to assist individuals to safety.

**Product Sanitation & Safety.** Testing & Quality Control:
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- Grower/Processor facility visits
- Lab results from electronic tracking system (Chapter 1171 of the Regulations); and
- Dispensary – Quality Control Assurance (visual) packaging/labeling.

To maintain MM products free of contamination, the Company will follow FDA Retail Food Protection Employee Health and Personal Hygiene Procedures, visually inspect product upon receipt, store MM products properly, and may use a third party to lab-test MM products.

**MM Product Storage Requirements for Sanitation & Safety.** The Company will not sell MM products that have been exposed to improper storage conditions, including but not limited to extremes in temperature, humidity, smoke, fumes, pressure, age, or radiation due to natural disasters, fires, accidents, or equipment failures. MM products that are exposed to improper storage will be removed from Inventory and placed in the Quarantined Area ready for Grower/Processor pickup.

**Emergency/Disaster Preparedness.**
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:

Recordkeeping Overview

To comply with the Commonwealth of Pennsylvania’s Medical Marijuana Act (the “Act”) and the accompanying rules and regulations promulgated by the Pennsylvania Department of Health in Title 28 of the Pennsylvania Code (the “Regulations”), an Applicant must detail its recordkeeping plan for each MM Dispensary Facility (a “Facility” or a “Dispensary”) in the Application. Keystone Relief Centers, LLC (“KRC” or the “Company”) will implement the following recordkeeping plan at each Facility. The Company understands that at least 6
months after it is issued a permit, the Company must notify the Pennsylvania Department of Health, on a form prescribed by the Department, that it is operational, pursuant to Section 1141.42 of the Regulations (regarding Failure to be operational). To meet and exceed the Department’s timeline, the Company, upon issuance of permit, will commence all operational tasks immediately.

The Company will provide the Department a full and complete plan of operation for Employment Policies and Procedures (“SOPs”); Security Policies and Protocols, including staff identification measures, monitoring of attendance of staff and visitors, monitoring and tracking inventory, and personnel security; processing and packaging Medical Marijuana (“MM”) products; workplace safety; maintenance, cleaning and sanitation of each Facility; inventory maintenance and reporting; complaints; and the use of electronic tracking systems. These plans will also be available to the Department upon request or during any inspections of the Facilities, pursuant to Section 1161.29 of the Department’s Regulations.

Site & Facility

Inspections. The Company’s Security and Compliance Managers along with the Dispensary Manager and primary contact for the Company shall be onsite for any scheduled inspection. To comply with the Regulations promulgated by the Pennsylvania Department of Health in Title 28 of the Pennsylvania Code, the Company shall provide the Department with full access to review and copy any documentation related to the business including financial, sales, shipping, pricing, and employee data.

Complaints and Recall. The complaints from other Medical Marijuana Organizations (“MMOs”), Patients, Caregivers, or practitioners relating to the operation of the Dispensaries will be conducted with a Dispensary Complaint Form. This form allows anyone with knowledge or concerns about a suspected violation to submit a complaint by using the form. A complaint is a suspected violation of the Act or Regulations and will be reported to the Department immediately pursuant to Section 1161.38(a) of the Regulations. Upon notification of a complaint or recall of MM products, the Company will cease dispensing the affected MM product pursuant to Section 1151.42 and Section 1161.38(b) of the Regulations. In that event, the Company will coordinate the return of the recalled MM products with the grower/processor pursuant to Section 1161.38(c) of the Regulations.

The Dispensary Complaint Form will include requests for the following information:

- Complainant Information – names, contact information, address etc.;
- Complaint Source – Patient, Caregiver, Dispensary Employee, Other MMO, Practitioner, etc.;
- Dispensary Information – identifying information about the Dispensary being reported.
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Medical Marijuana Dispensary Permit Application

(Dispensary Name, Address, Permit Number, etc.);
• Complaint Description – time and date of alleged violation, description of complaint;
• Evidence – description of any supporting evidence; and
• Notification – if the Dispensary or law enforcement has been notified.

Recall Status Report. Periodic status reports to the appropriate government office during the recall will become necessary in the event of a recall. Status Reports should include the following:

• Number of Patients/Caregivers notified of the recall;
• Date and method of recall;
• Number of Patients/Caregivers responding to the communication and amount of MM product they had on hand;
• Number of Patients/Caregivers who did not respond;
• Number of MM products returned or corrected by each Patient/Caregiver and the quantity of the product accounted for (as recorded on the Customer Complaint Log); and
• An estimate of the time for completion of the recall.

Diversity. The Company will include a report concerning the effectiveness of its diversity plan as part of each application to renew its permit. The report will include all information required pursuant to Section 1141.32(f) of the Regulations, which are further discussed in our Section 3 response under “Diversity”.

Employee/Training. The Company shall provide each Employee, upon hiring, a Company-issued Employee Handbook, as well as a training guide, detailing the Facility’s SOPs. Each Employee shall be required to complete and pass a written test for each Company Training outlined below.

Department Required Training: All Principals, Employees, and licensed medical professionals will attend the required 2-hour or 4-hour Department training pursuant to Section 1161.25 and Section 1141.48 of the Regulations. After the Department training has been completed, each Employee, Principal, or medical professional’s employment file will be opened and everyone will be responsible for completing the general and specific training below.

General Training: In addition to the required Department training, all Facility Principal Employees will be required to train on the General Training Modules below.

• MM State and Federal Laws and Regulations, including but not limited to the Act (including Chapter 1141, Chapter 1151, and Chapter 1161 of Title 28 of the Regulations promulgated by the Pennsylvania Department of Health).
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- Safety, Security, Sanitary Practices, and Emergency/Disaster Preparedness pursuant to Section 1161.31, Section 1161.33, and Section 1161.34 of the Regulations.
- Confidentiality; Patient Privacy; HIPAA; Proper Recordkeeping pursuant to Chapter 1141 of the Regulations.

Specific Training: In addition to the required department training and the general training modules outlined above, Employees will be required to participate in the Job Description Specific Training modules outlined below.

- Medical Professional Training: MM Product Training including MM therapeutics, including pharmacology, efficacy, adverse effects, dosing, pharmacodynamics, drug-drug interactions, safety, concerns of use and abuse, and recognition of toxicity.
- Patient Care Coordinator/Inventory Management Training: MM Product Handler Restrictions, Inventory Management, Diversion Prevention, Dispensary Sales Floor Training, and all areas relating to MM Product Chain of Custody pursuant to Sections 1161.22 through 1161.24, Sections1161.26 through 1161.28, Section 1161.30, Sections 1161.32 through 1161.33, and Sections 1161.38 through 1161.39 of the Department’s Regulations.
- Security/Transportation Training: Pursuant to Section 1161.34 through 1161.38 of the Departments’ Regulations.
- Reception Training: Protocols for Reception pursuant to Section 1161.34 of the Regulations.

Training Verification. Under the Company’s operational model, an Employee is unable to participate in the dispensing of MM products pursuant to Section 1161.25 and Section 1141.48 of the Regulations promulgated by the Pennsylvania Department of Health, as well as the training modules outlined above, or initiate her employment until an initial training has been completed. In addition, an Employee cannot continue employment without attendance and participation in the twice-yearly training and examination performed by the Dispensary Manager (the “DM”). The verification method the Company intends to utilize is an objective measure, namely, that the completed examination, along with its score, is kept on file. The completed test thus provides reliable, consistent, and tangible verification, assuring not only that the training was performed by the DM, and attended by the individual, but also how well the Employee performed. This verification method dovetails with the requirement for dispensary employees to review and become familiar with the Dispensary Employee Training Manual, as test scores will reflect the efforts dedicated to its review.

All employee records will be kept for a minimum of five (5) years at a Secured Area of the Facility.

**Timekeeping Procedures.** Per Section 1141.48(c) of the Department’s Regulations, the Company will utilize “When I Work”, an online employee scheduling software and time clock,
for all Employee time keeping and scheduling. The DM will be responsible for training Employees on the Company’s specific rules for recording time worked using When I Work. No Employee is permitted to record another Employee’s time. If an Employee forgets or has difficulty recording his time, the Employee must notify the DM so that an adjustment can be made to reflect actual time worked. Employees must clock-in according to their schedule. Clocking-in, out, early, late, or for any overtime is strictly prohibited without prior Manager approval.

DOH REDACTED

DOH REDACTED
Visitors/ Qualifying Patient Records. All visitors are required to log in at the Receptionist Desk. The visitors will be asked to present government issued identification, sign a visitor log, which shall include the full name of each visitor, the visitor identification badge number which will be worn at all times, the time of arrival, the time of departure, and the purpose of the visit, including the limited access area or areas visited and the name of each Employee visited pursuant to Section 1161.30(c) of the Department’s Regulations.

The dispensary shall maintain the log for four (4) years and make the log available to the Department, State or local law enforcement and other State or local government officials upon request if necessary to perform the government officials’ functions and duties.

Prior to working at the facility, each Company Employee is required to understand and sign
the Company’s Confidentiality Agreement. The Facility’s Inventory Control Software shall be used to establish and maintain qualified Patient records. Only Facility employees authorized by the Facility’s Policies and Procedures to create or modify a Patient record may do so, and those authorizations are granted only to the Dispensary Managers and the Patient Care Consultants.

All transaction information is electronically time and User/Employee stamped, and recorded into the Inventory Control System. This includes the Employee’s government issued ID. This information is logged into the Patient’s Record history every time an action is performed. An entry must be made on the Patient’s Record history anytime that a Patient visits the Facility and enters the Retail Area.

No Employee shall share Patient or Caregiver information with unauthorized or inappropriate individuals, including but not limited to:

- Other Patients;
- Competition;
- Vendors;
- Third Parties; or
- Family Members and Friends.

Any disclosure of confidential information shall result in disciplinary action, up to and including discharge. No Employee is authorized to speak to the media unless specifically designated to do so. Employees are strictly prohibited from giving out any confidential information at any time. What is overheard, seen, or directly mentioned to Patients must not be told to others unless it is an issue that must be immediately relayed to a Manager.

The following security safeguards must be followed to the confidentiality of Patient and Caregiver records:

1. Identify all forms in which the information shall reside, and protect accordingly, whether it is with an electronic file or other portable media. Restrict access with password protection, and use file encryption. Label the file and the media “Do Not Copy or Reproduce,” and maintain a record of files or media in a control log. This information is considered proprietary, and cannot be reproduced in any form without the express approval of Facility Managers.

2. If transmitted, only use internal transmission. Do not transmit on the Internet using an unsecure connection.

3. Loss of confidential information at any time should be reported immediately to the Manager and the Director of Operations, as soon as discovered. A Critical Incident Report must also be completed, which shall be given to the Manager for immediate follow-up with the Department.
Electronic Verification System and Patient Record. Each Patient or Caregiver will have a Patient record in the Facility’s Inventory Control System. All relevant information from the Department’s Electronic Verification System shall be replicated into the Patient record and the Inventory Control System. The Inventory Control System shall track all purchases that the Patient or Caregiver has made in the Facility. All forms that a Patient or Caregiver completes, or any form that a Facility employee completes in conjunction with the Patient or Caregiver, shall be scanned and saved into the Inventory Control System. All paper copies shall be kept for a minimum of five (5) years, and available upon request for inspection by the Department. Employee shall be trained in procedures to ensure confidentiality and privacy of all Patient records, and all systems used shall be capable of safeguarding confidential and private information contained on any documents, including Patient records. Please refer to the “Security” section of this Application for further policies and procedures. All entries into Patient records shall use an internal clock to record the date and time of the entries, the Employee’s ID number, and her signature.

Products Dispensed. For each transaction, the Employee shall prepare a receipt of the transaction and provide the Patient/Caregiver with a copy of the receipt detailing the following information:

a. The name, address and the Facility’s identification number assigned to the Dispensary by the Department;

b. The name and address of the Patient/Caregiver;

c. The date the MM product was dispensed;

d. Any requirement or limitation on the form of MM product noted by the Patient’s practitioner; and

e. The form and quantity of MM products dispensed.

The receipt information will be filed with the Department through the electronic tracking system.

Each MM product shall also have language substantially similar to the following regarding disposal of MM products: “Please return unused MM products to the following address for disposal: [Dispensary address]. Do not flush medications down the sink or toilet; do not dispose of in the trash; do not give this product to anyone else. MM is only authorized for use by the Patient or Caregiver to whom it is legally dispensed. Even if another Patient is authorized to use MM, they are legally authorized to use only the MM products which they were dispensed. This Facility has a return program where you as a Patient/Caregiver can dispose of any used Product safely. The MM products may be returned in any container, including their original container.”

Diversion Prevention.
**Patient/Business Records.** Consistent with applicable laws and regulations, including Section 1141.22 of the Department’s Regulations, purchases, sales, payroll, and all other transactions that have generated supporting documents, such as invoices and receipts, shall be maintained by the Facility. Supporting documents includes sales slips, paid bills, invoices,
receipts, deposit slips, and cancelled checks. The Facility will be required to keep them in an organized and secured Area.

Business records shall be maintained for five (5) years using the Inventory Control Software, the Accounting Software, and by scanning and storing original documents. Reconciliation shall be done using Microsoft Excel.

The Company must keep the following records:

1. Gross Receipts:
   a. Cash register tape;
   b. Bank deposit slips;
   c. Receipt books;
   d. Invoices;
   e. Credit card charge slips; and
   f. Forms 1099-MISC.

2. Purchases:
   a. Cancelled checks;
   b. Cash register tape receipts;
   c. Credit card sales slips; and
   d. Invoices.

3. Expenses:
   a. Cancelled checks;
   b. Cash register tapes;
   c. Account statements;
   d. Credit card sales slips;
   e. Invoices;
   f. Petty cash slips for small cash payments; and
   g. Travel, transportation, entertainment, and gift expenses.

4. Assets:
   a. When and how the assets were acquired;
   b. Purchase price;
   c. Deductions taken for depreciation;
   d. Deductions taken for casualty losses, such as losses resulting from fires or storms;
   e. How the asset was used;
   f. Asset sale price; and
   g. Expenses of sale.

Retention. Business records will be maintained using BioTrackTHC, Quickbooks, and by scanning and storing original documents. Reconciliation will be done using Microsoft Excel.

Conclusion. The Company shall make a full and complete plan of operation available to the Department upon request, including ongoing reporting of operational and financial
information in a form and manner prescribed by the Department.

The SOPs will be reviewed by the CEO, Physician and Director of Operations annually. The revisions at the time of review will be recorded and noted on the next revised version of the SOPs.

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

SECTION 18 – ORGANIZATIONAL STRUCTURE

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<tr>
<td>Business Name on Formation Documents: Keystone Relief Centers, LLC</td>
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<td>PA Unemployment Compensation Account Number: N/A</td>
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<tr>
<td>PA Department of Revenue Tax number (if applicant is currently doing business in Pennsylvania): N/A</td>
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<tr>
<td>PA Workers’ Compensation Policy Number (if applicant is currently doing business in Pennsylvania): N/A</td>
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The applicant affirms that workers’ compensation insurance will be obtained by the time the Department determines you to be operational under the Act and regulations. ☒ Yes ☐ No

SECTION 19 – BUSINESS HISTORY AND CAPACITY TO OPERATE

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

Business History & Capacity to Operate Overview. The founding members of Keystone Relief Centers, LLC (“KRC” or the “Company”) strongly believe in the Commonwealth’s
mission to serve those with serious and debilitating medical conditions who feel they have been left without viable means of treatment. KRC supports the use of medical marijuana ("MM") for the treatment of those suffering from life-threatening and life-altering diseases. Although the opioid epidemic has been growing in scope and severity for decades, we are just now beginning to realize the impact it is having on our citizens and society including, sadly, our Veteran community who have already sacrificed so much for us. Governor Wolf said “no more,” when he signed Senate Bill 3 into law, and now he and his administration are standing true to their word to provide real solutions to those seeking treatment.

The individuals who comprise KRC are, and always have been, servants of this community: public servants, medical servants, philanthropists and teachers. KRC supports the Department in its mission to serve Patients, and to promote their overall health and wellbeing – not just to treat their injury and disease, but to prevent their occurrence. MM is about totality of care. KRC desires to guide the communities where we are located, through wholeness and wellbeing, towards assurance of safe and quality health care for all Commonwealth citizens.

**Business History and Capacity Summary.** At the heart of KRC are individuals who believe in righting wrongs, and serving those in our community who are in desperate need of service, especially those who have served our country. As this once unknown industry comes into regulation and compliance, KRC intends to participate in and contribute to its successful evolution, demanding the same level of quality, care, and professionalism that its members have required within each of their own professions. Patient-focused structure, medical education seminars, effective communication, consistent, competent, and efficient leadership is what this industry has historically lacked, and as respected members of the medical, business, and political communities, our members are dedicated to ensuring that these guiding principles are not only followed, but upheld at the highest levels.

MaryDel Brady, currently serving as a consultant, has agreed to onboard as our CEO and leader, responsible for the management and execution of our vision. Health is not just our condition, but our conditioning. If we are not taught to understand and appreciate what helps us succeed, then we can never truly be successful. James Roddey will be our guide, supporting our goal of transparency and serving as our community liaison for both the public and private sectors. In his first step toward ensuring compliance and transparency, Roddey called upon Jennifer Minter and Jason Wrona, of Buchanan Ingersoll & Rooney PC, to serve as our outside general counsel. With tightening budgets and heightened expectations, it becomes essential to have a legal team that is flexible as they navigate through new legal parameters, yet sophisticated enough to demand transparency and professionalism. The Commonwealth, the Department, and the members of this group only have one chance to demonstrate that our MM program can be a successful and critical element of serving a portion of our population that is in desperate need. Our success is your success, and our experience, passion and dedication is unmatched.
Entity: Keystone Relief Centers, LLC

KRC is driven by the passion and dedication of its diverse, unique, and highly-skilled team of community leaders, philanthropists, professionals, and friends. KRC was carefully crafted to assemble a group of individuals who would be successful not only in their roles, but in their legacy. Being recognized as “Best in Class” is a core goal embedded within our mission statement. Our group understands that success starts with treatment; treatment means health; treatment means restoration; and treatment means life.

KRC will achieve this goal of Best in Class service by providing the finest quality products available, and delivering the highest standard of professional care, service, and respect to every Patient. KRC believes in dignity and the right each Patient has to access the treatment option that best addresses their particular condition. KRC will require that all of its Employees and associates share in this dedication to excellence, so that the activities and functions of the organization stand as a beacon for the rest of the MM community. Through strict adherence to regulations, safety, testing, research, and security, KRC will continue to strive towards exceeding expectations in both Patient and community relations, joining the Commonwealth, the Department and Governor Wolf in their mission to provide a medically-focused program that benefits its Patients through effective communication, consistency, competence, transparency, and the efficient and innovative leadership of our team members.

Individuals: Selection Process

As outlined in section 1141.29, all KRC investors and team members have undergone an intensive pre-vetting program, conducted by KRC’s counsel Buchanan. KRC has required that each person or group associated with KRC commit to uphold the goals of the Commonwealth, the County, the Department, and the program, and as such, have carefully chosen these groups and individuals based primarily on the following criteria: (i) shared vision of the benefits to be provided to our communities through implementation of a MM program; (ii) unblemished history of professional excellence in their respective fields, including medicine, pharmacy, law and business; (iii) desire to drive economic value within the Commonwealth through creation of employment opportunities and focus on delivering efficient and effective business solutions for KRC; and (iv) commitment to outreach and education within the medical community and our communities at large, with a particular emphasis on empowering and educating diverse groups on the benefits of MM.

Good Moral Character Summary

To evidence KRC’s commitment to the Commonwealth’s Guiding Principles and the MM program’s goals of providing a medically-focused program benefiting Patients through effective communication, consistency, competency, leadership, innovation, research driven programs, and full transparency, and as per section 1141.29, KRC has included the good moral character letters and references for each of our Principals as an attachment to this Application. These letters and references showcase each individual’s personal history of honesty, fairness, and respect for the rights of others and for the law. Each KRC team
member is ready, willing and eager to carry out the goals of the Commonwealth’s MM program. To demonstrate the outstanding moral character of all Financial Backers, owners and Principles of KRC, the Company has included a sampling of reference letters it has received as an attachment to Attachment A of this Application- see Keystone Relief Centers LLC_03172017_Disensary_Attachment A _ Good Moral Character Letters.

Executive Leadership

Chief Executive Officer: Mary Del Brady
A lifelong entrepreneur with 40 years of experience building and developing biotechnology and service companies through advanced diagnostics, bioinformation and health information technology. Del Brady expanded international outreach as President of a national association of women business owners, and shaped the direction, goals, and focus of various organizations as an academic health system Executive, and Director of numerous for-profit and non-profit boards. Leading a life of selfless leadership, her numerous accolades underline her belief in community support. Awarded Women-in-Business Advocate for the Commonwealth of Pennsylvania (1983), and inducted into the National Women’s Hall of Fame (1992), Del Brady was one of the earliest Presidents of the National Association of Women Business Owners. Receiving her Bachelors of Arts in Humanities from Slippery Rock University and her MBA from the University of Pittsburgh, Del Brady’s experience, compassion, understanding, and leadership, will help to serve this newly-burgeoning, medically-focused industry through execution and direction. KRC is confident Del Brady will fulfill the Commonwealth’s Guiding Principles of responsibility and compliance.

Chief of Community and Diversity : James Roddey
A Pennsylvania businessman and politician, best known as the former and first Chief Executive of Allegheny County, Roddey has been led by both his business ingenuity, and his desire to rectify economic disparities caused by race and class stratification. Roddey has given extensive lectures on the future of affirmative action, the state of a “black Pittsburgh,” and the impact of race on understanding mentorship relationships. From his early days as a Captain in the United States Marine Corps, Roddey has gone on to lead the aspirations of numerous businesses and non-profit organizations to their fruition. His desire for service and passion for education and self-realization, Roddey has been awarded three honorary doctorates, one each from Chatham University, LaRoche College, and Robert Morris University. Roddey has a heart for charity, having served on more than 40 non-profit boards, 15 as Chairman. Roddey has been acknowledged for his continued service, not just by those whom he has served, but by those who have quietly watched. Roddey has received more than 60 awards from a wide variety of organizations, including Pittsburgher of the Year and Distinguished Alumnus Award from the Texas Christian University. KRC is confident Roddey will fulfill the Commonwealth’s Guiding Principles of business acumen and growth.

Chief Financial Officer: Louis Gold
A respected attorney in the Pittsburgh region with more than 40 years of experience
counseling clients, and as a founding partner of the law firm Welch, Gold, Siefel & Fiffik, P.C. and member of the Allegheny County and Pennsylvania Bar Associations, Gold possesses the requisite acumen, experience and exemplary professional standards to serve as KRC’s chief financial officer. After receiving his undergraduate degree with honors from the University of Pittsburgh and his juris doctor from Duquesne University School of Law in 1974, Gold has educated and worked in Pittsburgh his entire life. His commitment to serving the western Pennsylvania community is evidenced by his decades long involvement with Temple Emmanuel of South Hills and Duquesne University School of Law and Alumni Association. As a founding member and named Partner of his law firm, which has grown from five employees to more than forty, Gold has extensive experience in overseeing and monitoring the financial condition of a thriving business, which experience will translate seamlessly to KRC. This financial experience is further emphasized through his role for over 20 years as solicitor to the Controller’s Office of Allegheny County. KRC is confident Gold will fulfill the Commonwealth’s Guiding Principles of competency and transparency.

**Accounting & Control: Robert Capretto**

An experienced serial business entrepreneur and investor who obtained his BA from The Pennsylvania State University, and his masters and doctoral degrees from the University of Pittsburgh, Dr. Capretto has more than 40 years’ of experience leading, guiding and investing in companies in the telecom, software, manufacturing and construction businesses. Capretto thoroughly understands the infrastructure, methods, standards, and practices necessary to maintain strict adherence to all financial, reporting and regulatory requirements and best practices. In addition to his professional experience, Dr. Capretto’s lifelong interest in community and economic development, as an investor, mentor and entrepreneur, has given him a wealth of knowledge in the area of internal controls and best practices. He has served on the Board of the Port Authority of Allegheny County, has been a member of the Alexis de Toqueville Society of the United Way, and has served on numerous charitable boards including Family House, Pittsburgh Ballet Theater, Pittsburgh Public Theater and the Multiple Sclerosis Society, and currently serves on the Penn State Board of Trustees- all of these institutions require their board members or trustees to have an intimate understanding of its code of ethics and professional responsibility, rules of conduct, financial planning practice standards, disciplinary rules, and the professional norms that bind their community and protect the public. As Capretto will have oversight and access to sensitive financial information, KRC is confident that Capretto will utilize transparency in all areas, and move forward with a mind toward compliance and oversight.

“‘[T]hose of us who know Dr. Capretto know him to be a man of action, and one who can provide the leadership necessary to get the job done… I know how important it is to have some like Dr. Capretto involved and leading the way on important issues such as medical marijuana’” – Daniel A. Onorato

**Chief Compliance Officer: Larry Loperfito**

A Pennsylvania attorney, the Loperfito Family
has been a key part of the Vandergrift businesses community for almost 70 years. Focusing in the areas of trusts and estates, municipal, zoning, corporate and banking law, Loperfito thoroughly understands the importance of compliance and reporting. Formerly Special Advisor to the Bishop of the Diocese of Greensburg, Strategic Planning Committee, Loperfito also served as Board Member to the Westmoreland County Industrial Development Authority, Mock Trial Advisor for the Kiski Area School District and St. Joseph High School, and as Founder of Vandergrift Festa Italiana, continuing to support many local groups and charities through his philanthropy. KRC is confident Loperfito will fulfill the Commonwealth’s Guiding Principles of competence and oversight.

“Attorney Loperfito is in good standing with our Borough and provides substantial value to the Borough.” Stephen Dellendonne, Vandergrift Borough Secretary

**Dispensary Operations & Compliance Advisor: Steven Labovitz**

A Government Affairs and legislative representative, Labovitz has been instrumental in the development and re-development of many businesses and communities, including Atlanta City Hall and its downtown business district. Labovitz focuses primarily on local, Commonwealth, and federal regulations, with an emphasis on legislative action, economic development, public finance, privatization, and government efficiency. Labovitz has extensive experience formulating public/private partnerships for companies struggling with their government relationships, and those governments interested in privatization, or outsourcing of government tasks. KRC is confident Labovitz will fulfill the Commonwealth’s Guiding Principles of consistency and growth.

“Honest diligent respected in Atlanta legal community active volunteer hard working diligent excellent business acumen” – Jeremy Berry Denton

**Compliance & Risk Management: John R. Lenart**

A successful commercial insurance broker and salesman with over 30 years’ experience, Lenart possesses tremendous knowledge in the area of risk assessment and management, which can in turn serve to enhance the skills of each other KRC team member. With a focus on middle-market companies, Lenart advises on the development of risk management programs, such as property casualty, employee benefits, workman’s compensation, product liability, and executive risk liability. KRC is confident Lenart will fulfill the Commonwealth’s Guiding Principles of compliance and growth.

**Chief Operations Officer: Douglas Truter**

A retired steel executive, Truter co-founded the Alexander Mill Services and founded The Pittsburgh Import and Export Company. In 2010, the Harso Corporation acquired Alexander Mill Services, and it has since grown to become the largest producer of slag and scrap in Poland. As a sophisticated and experienced business owner, Truter has extensive operational experience. Truter received his Bachelor of Arts from Colgate University in 1973, and in 1975, his Masters of Business Administration from the
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University of Pittsburgh. KRC is confident Truter will fulfill the Commonwealth’s Guiding Principles of competency and business acumen.

**General Manager: Mark Cichon.**
A health-care management executive, Cichon has over 28 years’ experience in healthcare and ancillary services. With a focus on the regional purchase of respiratory medical equipment and sales of elder home care services, Cichon’s experience extends into operations and oversight, having served as a branch manager, sales manager, and pharmacy operations supervisor. KRC is confident Cichon will fulfill the Commonwealth’s Guiding Principles of competency and growth.

*“Mark’s compassion for people in need is one of his strongest and most admirable character traits.”* – Chuck Gitzen

**Patient Services: Kathi Lenart**
A passionate and compassionate leader, Lenart’s successful career has been based in part on her ability to adhere to the processes and procedures embedded within a regulated industry. Receiving her Bachelor of Arts in Elementary and Special Education from Slippery Rock University in 1975, Lenart and her sister, [DOH REDACTED] opened Med-Trac, Inc, and for 18 years ran the Company, which specialized in transportation and disposal of medical waste from doctors, dentists, surgery centers, and funeral homes. In 2008, Lenart [DOH REDACTED] acquired A Home Instead Senior Care, which provides in-home daily living assistance and activities to seniors. [DOH REDACTED] Along with her remaining siblings, Lenart founded the Chery Kay Foundation, a 501(c)(3) charitable organization, providing care grants to seniors in need, and women suffering from breast cancer. To date, the Foundation has provided grants to over 50 Pennsylvania residents. KRC is confident Lenart will fulfill the Commonwealth’s Guiding Principles of competency and understanding.

*“Successful business woman who has been able to give back to the community”* – Ann Larkin

**Information Technology: Gus Pagonis**
As former Vice Chairman of the GENCO Board; former Sears Logistics Services President and Head of Supply Chain; former Chairman of the Department of Defense Business Board for Secretary Rumsfeld; former Rail American and Short Line Railroad Chairman of the Board; and LTG U.S. Army Retired, Pagonis brings a wealth of experience and retail knowledge. Pagonis currently conducts seminars and educational events for the Penn State University Executive Leadership Program on supply chain management, including inventory, transportation, distribution, international logistics, home delivery services, and integration of information systems. Pagonis retired a 3-star Lieutenant General after 29 years in the U.S. Army. As General Schwarzkopf’s logistics commander, he was the single logistics point of contact for the Gulf War. KRC is confident Pagonis will fulfill the Commonwealth’s Guiding Principles of logistics and compliance.
**Director of Administration: Jude Gioengo**

An experienced business owner, with multiple companies operating in the global and retail and wholesale textile distribution industry, Gioengo’s business acumen and management experience is evidenced by the national and international expansion of his wholesale companies. He understands the importance of building strong business relationships with diverse groups, supporting the growth and impact of businesses on their communities. This passion and unwavering support for his family led Gioengo to found the Memorial Fund for their son, who led an amazingly meaningful, active, and full life despite suffering from muscular dystrophy. KRC is confident Gioengo will fulfill the Commonwealth’s Guiding Principles of communication and Patient care.

“Reliable, ethical, coconscious gentleman who would be a credit to any organization.” – Nelson B. Gaugler

**Quality Control Manager: Paul Tallarom**

A Pharmacist and business owner with over 37 years’ experience within both the medical and business sects of the pharmaceutical industry, Tallarom attributes his long-term success to his passion for consulting, while building relationships with his patient base. Tallarom owns and operates multiple retail locations, a compounding pharmacy, and an institutional pharmacy serving Gateway Rehabilitation Center, numerous jails, juvenile detention centers, and nursing and personal care homes. Accustomed to dispensing medicine under strict regulations, monitoring, and oversight, Tallarom’s companies employ over 150 diverse residents, providing both employment and benefits, and supporting the local revenue with more than [REDACTED]. KRC is confident Tallarom will fulfill the Commonwealth’s Guiding Principles of compliance and Patient care.

**Director of Security: Daniel Turner**

With over 30 years’ security experience, Turner began as a Private Investigator, and went on to become a Detective Sergeant and Chief of Police for Baldwin Borough. Currently serving as a Security Officer for both Chelsey Brown Security and Lee International Investigations, Turner continues his association with the Pennsylvania Chiefs of Police Association, and his education through organizations such as The Police Executive Development Institute and The Advanced Police Executive Development Program. An active community leader, Turner also volunteers for the Western Penitentiary Mentor Program, and serves as a church counselor for the Addictive Behavior Program. KRC is confident Turner will fulfill the Commonwealth’s Guiding Principles of transparency and enforcement.

**Transportation Manager: Brian Westmoreland.**

A distinguished Police Officer for the Downingtown Borough, Chester County Sheriff, and as a Federal Police Officer for AMTRACK, Westmoreland spent 20 years as a Supervisory Narcotics Agent assigned to both the Internal Affairs Unit, and the Special Operations Unit. Serving as Supervisory Special Agent in charge of the Executive Protection Detail, Westmoreland was
responsible for the daily security operations and travel for the Attorney General. Appointed as Special Assistant to Governor Corbett under the Ethics Commission, Westmoreland went on to serve as Supervisor of the Security Department for Hershey Medical Center. Westmoreland attended the Federal Law Enforcement Academy, the Bureau of Narcotics Training Investigation Control Academy, completed the University of Boston Executive Protection Training Program, and the Executive Protection Institution of West Virginia. KRC is confident Westmoreland will fulfill the Commonwealth’s Guiding Principles of transparency and enforcement.

Professional Services Advisory Board

Legal Counsel: Jennifer Minter, Buchanan Ingersoll Rooney PC
Focusing her practice on corporate law and finance, Minter specializes in federal and state securities laws and compliance, and advises her clients on corporate governance and board matters, securities transactions for private and public companies, private capital financing, and ongoing representation of emerging growth companies. Minter’s securities practice requires an intricate understanding of securities law regulations, executive compensation, Pennsylvania Business Corporation law, and NYSE/NASDAQ requirements. Minter counsels emerging growth companies in venture and angel financing, mergers and acquisitions, and complex corporate transactions. KRC is confident Minter will fulfill the Commonwealth’s Guiding Principles of transparency and compliance.

Public Accountants: Jose Mendoza, CPA
Jose Mendoza has over 25 years combined CPA experience in public, corporate and private sectors. Mendoza prides himself on his proven ability in producing quality analysis and written output on numerous, large-scale projects, amounting more than $1 billion with up to 25 team members, given supervision and short timelines. He has worked with Deloitte, Haskins and Sells, Safeway and EcoSafe, SA de CV. For the last two years Mendoza has worked with clients in the Medical Marijuana Industry and is familiar with 280e among other industry specific State and Federal tax parameters. Mendoza has worked in Mexico and the United States, now he owns and operates his own firm in California. Mendoza is Multilingual in English and Spanish.

MM Industry Expert: Sara Gullickson
Sara Gullickson is a nationally recognized cannabis expert who has been actively involved in the industry since its inception. A visionary entrepreneur with a passion for health and wellness, it was natural for Sara to enter the medical marijuana business. In 2010, she established DispensaryPermits.com, a national cannabis consulting firm offering seed to sale services with hands on support to medical marijuana entrepreneurs.

Based in Scottsdale, Arizona, DispensaryPermits.com is one of the longest standing medical marijuana consulting companies in the industry. As Founder and CEO, Gullickson has served clients in competitive and emerging state markets with ten successful license acquisitions, as well as operational and dispensary opening experience from the East Coast to Hawaii.
For new dispensary and cultivation licensees, Gullickson has developed a franchise style model where clients can learn how to operate a fully functional and compliant cannabis facility. Gullickson has personally helped multiple states with their programming and has attended multiple political gatherings to raise medical marijuana awareness, both at Lobby Days in Washington, D.C, and at the Phoenix Capitol. Gullickson served as a founding member and Chair of Women Grow Phoenix Chapter from 2014-2017, and was a featured speaker at the 2017 Women Grow Leadership Summit in Denver. She has also spoken at multiple national industry events, including: 2017 Arizona Assessors Conference, 2015 MJ Business Daily event in Chicago, and the 2015 Cannabis World Conference & Business Expo (CWCBExpo) in Los Angeles.

Named an Arizona Trendsetter by Arizona Foothills Magazine in 2016, Gullickson has also been featured in numerous national media outlets, including: CNN, NBC, Yahoo Finance, Entrepreneur Magazine, National Geographic, Dr. Oz, Forbes, Business News Daily, Phoenix Business Journal, Marijuana Business Daily, Direct Cannabis Network, and others. An industry innovator and thought leader, Gullickson continues to expand her business with the ever evolving industry. Beyond her work in cannabis, Gullickson is an avid yogi who has completed 200 hours of Yoga Teacher Training. In her spare time, she personally advocates for new legalization measures and access to alternative wellness solutions.

**Insurance: Doug Banfelder, Nine Points Strategies**

A P&C Insurance License-holder for various state Medical marijuana programs, Banfelder has developed his niche within this industry by capturing his market share and writing a significant number of Washington State’s I-502 adult-use policies. Over the last 3 years, Banfelder has expanded into other markets around the country, Banfelder moved his book of business to the Stratton Agency, launching Nine Point Strategies, twice being recognized as an IIABA Best Practices Agency, as one of few such specialty firms in the MM space. With an up-to-date knowledge on difficult risk coverage, Banfelder must stay abreast of new industry trends and products. Banfelder continues to be invited to speak at national Marijuana conferences and expos, as a true expert in his field. KRC is confident Banfelder will fulfill the Commonwealth’s Guiding Principles of benefits and oversight.

**Medical & Science Advisory Board Overview**

In order to meet and exceed Pennsylvania’s Medical marijuana program Guiding Principles, KRC has assembled a sophisticated Medical & Science Advisory Board (“MASA Board”), comprised of medical professionals with extensive experience treating, diagnosing, and/or facilitating care for the serious medical conditions defined in the Act.

The MASA Board’s primary responsibility is to become and remain fluent and competent in the core subject areas of cannabis therapeutics, including areas of pharmacology, efficacy, adverse effects, dosing, pharmacodynamics, drug-drug interactions, safety, concerns of use and abuse, and recognition of toxicity, while also understanding the principals of
psychoactive drugs, concepts of threshold and sequelae for qualifying conditions, iatrogenic conditions, and conceptualization of disease versus illness. Each Board member has a formal background in and comprehensive understanding of clinical research. Specifically, KRC’s Chief Science Officer will be tasked with monitoring published peer-reviewed medical journals for information involving research in cannabinoids and work with the other members of the MASA Board to competently develop Dispensary operations and protocols that reflect the most recent understanding of cannabis therapeutics pursuant to Patient care. Collectively, the MASA Board must concomitantly focus on keeping up-to-date on the published and unpublished advances in cannabinoid research, while applying discretion regarding the most appropriate areas for Dispensary training.

Please see Section 9 of this Dispensary Application for a full description of the MASA Board roles and members’ biographies. KRC has also included the MASA Board chart as attachment to Attachment A of this Application—see Keystone Relief Centers LLC_03172017_Dispensary_Attachment A _ Medical and Science (MASA) Advisory Chart.

**Diversity & Community Advisory Board**

KRC understands that incorporating diversity into Pennsylvania’s MM program is a fundamental goals of the Program. KRC is committed to enhancing each community in which it interacts by providing qualified Patients with the highest quality MM products and new and innovative technologies. KRC recognizes the interrelationship between achieving diversity through improving economic development in respective communities and understands the importance and weight of a comprehensive diversity and community plan.

To accomplish the Program’s diversity goals, KRC has established a Diversity and Community Advisory Board (the “DACA Board”) as part of its short and long term goal to promote diversity within KRC, participating communities and the industry as a whole. As a member of various communities, it is important that KRC appreciate the influence that it may wield and the impact it may have, and the underlying factors that cause the impact. The DACA Board will liaise with the respective communities where KRC is located to identify and address pain points concerning diversity.

Please see Section 3 of this Dispensary Application for the DACA Board biographies, roles and responsibilities and Section 23 for the DACA organizational chart.

**Additional Investors**

Each KRC investor is vetted not only for financial but also leadership abilities. KRC recognizes that the diversity and background of this group provides KRC additional bench strength as it learns and grows with this emerging industry.

In addition to the various members discussed above, David Paul Siegel, Joshua Seth Marks, Jordan Alexander Marks, Donna Marie Iannelli, Mary Jane Conley, Rory Dean Vitale, William J. Kesneck, Jr. and Thomas Mark Bradley are involved in KRC as indirect investors. With
experience in the fields of law, employment recruiting, retail expertise, special needs education, national and international product distribution, industrial manufacturing and youth leadership/coaching, their distinctive work histories add depth and breadth to the organization.

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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<tbody>
<tr>
<td>First Name: James</td>
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<tr>
<td>Occupation: Chairman, advisor and board member of numerous civic &amp; charitable organizations</td>
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SECTION 21 – OWNERSHIP

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

(1) FOR A PUBLICLY TRADED COMPANY, VOTING RIGHTS THAT ENTITLE A PERSON TO ELECT OR APPOINT ONE OR MORE OF THE MEMBERS OF THE BOARD OF DIRECTORS OR OTHER GOVERNING BOARD, OR THE OWNERSHIP OR BENEFICIAL HOLDING OF 5% OR MORE OF THE SECURITIES OF THE PUBLICLY TRADED COMPANY.

(2) FOR A PRIVATELY HELD ENTITY, THE OWNERSHIP OF ANY SECURITY IN THE ENTITY.

COMPLETE THE APPROPRIATE SECTION(S) BELOW:

A. FOR C-CORPORATIONS, S-CORPORATIONS, LLCS AND LLLCs

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<tr>
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<td>Mark</td>
<td>Cichon</td>
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<td>Community liaison &amp; Sales Consultant</td>
<td>Investors</td>
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B. FOR PARTNERSHIPS AND LLPs

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<td>[ ] Limited Partner</td>
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<td>[ ] Dormant/Silent Partner</td>
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<tr>
<td>[ ] Other:</td>
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<tr>
<td><strong>Description of participation in operation of the applicant:</strong></td>
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# Medical Marijuana Dispensary Permit Application

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**Fax:** [Field]

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**Partner Type:**

- □ General/Full Partner
- □ Limited Partner
- □ Dormant/Silent Partner
- □ Other:

**Percentage of ownership:** [Field]

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

**Description of participation in operation of the applicant:** [Field]

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**Name and Residential Address**

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**Occupation:** [Field]

**Title in the applicant’s business:** [Field]

**Also known as:** [Field]

**Date of birth:** [MM/DD/YYYY]

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- □ Other:

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**Description of participation in operation of the applicant:** [Field]

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**Name and Residential Address**

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## Pennsylvania Department of Health

**Medical Marijuana Dispensary Permit Application**

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**Pennsylvania Department of Health**

**DEPARTMENT OF HEALTH**

176
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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C. Other persons holding an interest in the proposed site or facility

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

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Nature, type, terms and conditions of the interest in the applicant:

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If more space is required, please submit additional information on other persons holding an interest in the proposed site or facility in a separate document titled “Other Persons Holding an Interest in the Proposed Site or Facility (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.

## Section 22 – Capital Requirements

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

SECTION 23 – COMMUNITY IMPACT

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

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

Community Impact. Keystone Relief Centers, LLC ("KRC" or the "Company") is committed to enhancing each community in which it interacts, by providing the highest quality medical marijuana ("MM") products while still maintaining the familiar pharmaceutical model which the Pennsylvania Act 16 requires. By cultivating an atmosphere of trust, and providing highly-specific products of superior value, KRC will improve the lives of its patients: Patients will reward KRC with loyalty, which then drives sales, profit and value creation, which then in turn allows KRC’s employees, owners, and the community members with whom KRC interacts and supports, to flourish and prosper.

The Need for Support. KRC has identified a need within the MM industry, and by answering that need, has set itself apart from other applicants. KRC’s comprehensive Executive Committee, Medical & Scientific Advisory ("MASA") Board, along with our unique Diversity & Community Advisory ("DACA") Board, each outlined below, will collectively provide the communities KRC supports with excellence in focus and leadership.

The Company’s multifaceted approach allows it to strictly scrutinize its impact in each community it intends to serve, which forms part of the strategic plan for long-term positive impacts. Building KRC upon solid foundations of consistency, education, research, development and innovation, the Company intends to create value for its Patients and their transition into this industry. KRC sees this health-care metamorphosis occurring in an organic way, with an end-result that naturally transforms the understanding and acceptance of MM as an integral part of
the established medical system.

Upon receiving a Permit, KRC will partner with local associations, outlined below, to form strategic partnerships to help it further identify individuals and groups within its own backyards that could benefit from its services.

**Diversity & Community Advisory Board**
To best serve the Butler County/Squirrel Hill/third location to be identified communities where KRC’s Dispensaries will be located, KRC has established two advisory boards to ensure focus in two key areas- diversity and community relations (DACA), and medical outreach and education (MASA). The Boards will schedule regular meetings to monitor and assess the impact that KRC is having within their respective spheres. The DACA Board will provide no less than bi-annual reports to the Department, as outlined in Section 3: Diversity, in addition to the required annual report, to measure the degree to which KRC is achieving its community and diversity goals.

```
Chief Community/Diversity: James Roddy

Director of Diversity: Elisa Sanders
Director of Patient Affairs: Lucille Cichon

Minority Advisor: Doris Carson Williams
Veteran/Disabled Veteran Advisors: Matt Lennart / Ryan McCombie
Disability Advisor: John Tague
LGBT Business Enterprises: Ian McIowan
Women Advisor: Lucille Cichon
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**Roles and Responsibilities**

**Chief of Community & Diversity:** The Chief Community Engagement Officer (CCEO) will provide visionary leadership, galvanize and deploy internal and external resources necessary to execute a model community engagement strategy and oversee the team responsible for engaging the community. The CCEO is also responsible for creating and overseeing programs and services that increase community engagement; and strengthen partnerships among the community to improve economic development and overall enrichment.

**Director of Diversity:** The Director of Diversity (DD) will focus on human resource management functions related to diversity and inclusion. Responsible for guiding efforts to conceptualize,
define, assess, nurture, and cultivate diversity as an institutional and educational resource within the facility and community. Duties may include affirmative action/equal employment opportunity programs, or focusing on the constituent needs of minorities, women, and other bounded social identity groups.

**Director of Patient Affairs**: The Director of Patient Affairs is responsible for overseeing the communities need for diversity as well as ensuring the culture within our falsity is diverse. Activities include, planning community events with local municipalities, hosting job fairs, and overall executing of both the community and diversity plan.

**Diversity Advisors**: Minority Advisor, Women Advisor, Veteran Advisor, Disability Advisor, and LGBT Advisors are responsible for providing insight and knowledge in their respective areas of diversity. They will collaborate with the Director of Diversity, Director of Community Affairs and Director of Patient Affairs on how to address the specific communities within their respective areas of focus. Each advisor was selected because of their individual experience with their diverse groups.

**Biographies.** Please refer to Section 3, Diversity for the individual biographies of KRC’s Chief of Community & Diversity, Director of Diversity each of KRC’s DACA Advisors listed above.

**Medical & Scientific Advisory Board.** The MASA Board is comprised of members of our investor base, consisting of Physicians, Pharmacists, and other healthcare professionals who understand and appreciate the benefit that comes from the use of MM products. These well-respected individuals are experts in their respective fields of clinical pharmacy, neurology, oncology, orthopedics, pediatrics, physical therapy, and family practice. Based on their commitment to education and outreach to the medical community on the use of MM, members of the MASA Board will volunteer their time and medical expertise in an effort to assist KRC with its goal of serving the community with safe, effective, and reliable MM products.

Our leadership has been described as:

*Larry D. Loperfito, “Attorney Loperfito is in good standing with our Borough and provides substantial value to the Borough.”* -Stephen Dellendonne, Vandergrift Borough Secretary

*Kathi Kay Lenart, “Successful business woman who has been able to give back to the community “* - Ann Larkin

*Lucille Novelly Cichon, “Lucy embodied SHIM’s Mission to empower individuals and families to achieve self-sufficiency.”* – James Guffey, Executive Director of South Hills Interfaith Movement

*Elisa Todd Sanders, “She has not only assisted our foundation by donating financial resources, but has also had a positive impact on the youth in the...*
Team Member Involvement. In addition to the MASA and DACA boards, KRC’s Dispensary managers will work with local neighborhood residents, public and private organizations, and Patients, to engage all constituencies throughout the planning process. Engagement and continued participation of residents, neighborhood leaders and associations, business owners, local government agency staff, Patients, and other healthcare stakeholders is essential to KRC’s long-term success.

KRC intends to hold public meetings and workshops to present its visions and goals for the communities that it serves. These efforts will be coordinated for all KRC Dispensaries region wide, to present a consistent and coherent message. KRC will use this opportunity to create and implement a variety of community programs, including Patient and Caregiver education and wellness programs, diversion and crime prevention programs, and dispute resolution programs, tailored to each community. KRC also plans to create and share a public calendar that will reflect key community outreach events and milestones.

Primary Dispensary Location: [DOH REDACTED]

Overview

[DOH REDACTED] is a township in Butler County, Pennsylvania, United States. The population is
3,657. is in the western part of Butler County and is bordered by Lancaster Township on the north, Forward Township on the east, Cranberry Township on the south and Beaver County on the west. The history of this community is rich in agriculture.

Butler Memorial Hospital Community Health Needs Assessment 2013 shows the long-term benefit of a health focused community, with a reduction in early deaths due to Coronary Heart Disease, Stroke, and Cancer. From 2002 – 2010, consistent improvement in outreach, testing and access to care has proven positive impact on the area.


Location 2: Secondary Location

KRC understands that neighborhoods are the core component of any strong community. KRC is committed to protecting the neighborhoods in which it is located, as well as the children and their schools, parks, day care centers, and other public spaces located near KRC’s Dispensaries. KRC has spent the last four months carefully selecting its locations paying close mind not only to the best location for KRC and its Patients, but for the surrounding community as a whole. KRC’s primary location has been chosen because of its members’ personal and business ties to the community, as well as the Company’s firm belief that the community will benefit from its Dispensary. Because KRC’s members live and work here, it’s important that the community members are benefiting from and retaining positive experiences with program outcomes.

Allegheny County is centrally located in the Southwest Region of Pennsylvania and is home to 1,231,224 residents, making it the second most populated county in Pennsylvania. Allegheny County is home to 14 universities educating over a million students each year. Rich in Judaic culture, is a community which embraces education, medicine, and entrepreneurism.

According to the 2015 census, the median household income is $52,390, with the National Average being $51,939, and about 12.2% of the Allegheny population lives below the Federal Poverty Level. The racial makeup of the County was 80.7% White, 13.4% Black or African American and 2.0% Hispanic or Latino. There are 87,809 Veterans living in Allegheny County.

Recently, the overall health of Allegheny County adults has worsened in several areas. Larger proportions of the population are identifying as disabled, obesity is increasing in women, diabetes rates in the overall population are increasing, and fewer residents are actively participating in preventive care, including mammograms and wellness care, due to the lack of access to affordable health care. Per the Allegheny County Health Department, the first and second causes of death in the County are heart disease and cancer. KRC will make these medical conditions a priority in terms of support and focus.
North has a population of 11,363. Population is 75% White, 17% Asian, 4% Hispanic, and 3% black. Of the 3,892 housing units in North, 93% are occupied.

South has a population of 15,110, up 4% since 2000, of whom 82% are White, 11% are Asian, 3% are Hispanic, and 3% are Black. There are 7,514 housing units, which have a 95% occupancy rate.

Location 3: Secondary Location

Information regarding KRC’s third Dispensary location will be submitted within thirty (30) days of submission of this Application.

Facility Attributes. All three Dispensary Facilities will be built as state-of-the-art, modern, clean, inviting, and highly professional – similar to pharmacies and apothecaries, in order to align with the local medical community. By taking both active approaches and preventative measures, KRC will provide a comprehensive plan to promote positive impacts on the surrounding communities and businesses. Each facility is located on major transportation corridors that are safe and highly convenient for the community and KRC Patients. Furthermore, as each Dispensary location is located near well-travelled corridors, the locations are already served by law enforcement on their daily routes, which will minimize and alleviate additional pressure on their workforce.

Within The Code. KRC has ensured placement of its Dispensaries in locations that fully comply with the zoning ordinances of each relevant municipality. KRC, however, has gone above and beyond the minimum zoning requirements, and has taken into account what that Dispensary will look like in the long term. Numerous studies have concluded that the size of a commercial development can be important in affecting the geographical “impact area” – so the size of each development and distance from residential areas has been carefully considered when choosing each location.

It is also important to factor in aspects of accessibility. Population dispersion and Patient demographics have led the Company to find locations that are easily accessible to individuals who may lack resources in transportation and reach, as well as those suffering from considerable handicapped abilities. KRC has canvassed each location’s surrounding areas to determine whether there are potential areas that may be negatively affected. Proximity to schools, churches, non-profits and other organizations are all variables that were considered when designing each Dispensary’s security needs, signage, hours and days of operation, lighting, and community outreach events. KRC has done its best to ensure compatibility of the commercial use of each Dispensary by choosing a location that fits well within the local traffic zones, thereby decreasing attention or distraction.

Observing Our Surroundings. Dispensary hours of operation will be from 9 a.m. to 7 p.m. in order to provide access to the Patients who work more traditional business hours, while also being flexible enough to accommodate those whose schedules lie outside of regular business
hours, without disturbing the surrounding areas with excessive noise or extraordinary traffic. Although crime might be attracted by commercial development in general, and not necessarily from this particular use, we desire to maintain normalcy in regular business hour transactions.

**Facility Upkeep.** Each Facility will maintain adequate lighting for security purposes, but the outside of each Dispensary will not be over-lit, or lighted in a manner that would distract from the general feel of the surrounding area. The external aesthetics of the Dispensary will remain in compliance with any nearby or co-located commercial center, and no bright colors or distracting signage will be used.

It is KRC’s goal to maintain a professional and low-key demeanor so that its locations can be easily found by Patients and Caregivers, yet not be so recognizable that it is distracting or causes safety concerns.

The interior, exterior, and grounds surrounding each Dispensary shall be maintained in a neat, clean, and orderly fashion, so as to prevent any deterioration or detriment to the community.

**Community Benefits Plan Overview**

**Education and Awareness.** As part of the core mission, KRC educates those who play a role in the implementation of these programs. The Company’s goal is to be a resource within the community. KRC will take active steps to ensure not only that its Employees are educated regarding the use, administration, and legal parameters of MM products, but KRC will act to
educate the community regarding the same.

KRC will continue to develop educational materials and increase awareness around the benefits of MM products. When appropriate, KRC will have a presence at health fairs and other community events. KRC will also conduct individual and small group presentations for Physicians, Pharmacists, and other medical professionals in the areas where it has a presence. KRC has already reached out and started to coordinate with respected medical groups in the region in this regard, including Allegheny Health Network, so as to be well-positioned to provide educational training once additional parameters are established by the Department.

In addition to education and awareness, KRC insists on providing the highest level of Patient support through exceptional customer service. KRC believes in ensuring that each purchase is safe, satisfactory and beneficial, and that any questions or concerns are answered with expertise and compassion. Education and awareness can be translated in many ways, and KRC’s strong, communicative efforts will ensure continued accurate messages. KRC has an agreement with MonteContent, a national expert in the MM industry that helps dispensaries to enrich the Patient experience by providing high-quality educational video content that is displayed in Dispensary waiting rooms, which promotes health, vitality, wellness and assists with overall product education. KRC has included additional information about MonteContent’s products and a copy of the LOI entered into with MonteContent, attached to Attachment A of this Application- see Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Monte Content- LOI and Attachment.

**Local Job Creation.** The local economies where the Company proposes to operate will most certainly be positively impacted by KRC’s presence, as it intends to recruit, hire, provide benefits to, and train qualified individuals from within the local community, with the assistance of Bidwell Training Centers, as discussed further in Section 9. Based on years of operating businesses in Pennsylvania, KRC’s leadership team recognizes that local citizens best understand the culture and the needs of their respective neighborhoods. KRC’s team members currently employ numerous local residents in each of their other varying business ventures. Additionally, KRC intends to focus efforts on hiring minorities within the community, Veterans, and individuals who are recovering from serious debilitating injuries.

**Community Outreach and Impact.** For decades, each of KRC’s team members has significantly enriched their respective communities. KRC’s diverse business expertise and community involvement statewide has already helped improve the lives of thousands in need. Through community and non-profit work, employment of individuals, and financial support, KRC will continue to provide support and lead communities through the various community efforts outlined below.

KRC intends to provide financial support and to create volunteer opportunities for KRC team members for the programs outlined below.
Primary Dispensary Community Support Focus

**DOH REDACTED**, Butler County: To support the success currently impacting Butler County as seen in the Butler Memorial Hospital Community Health Needs Assessment, KRC plans to work with area medical service groups to provide volunteer and financial support to continue to reduce early deaths related to coronary heart disease, stroke and cancer. KRC will provide employee training to recognize risk factors and to help to identify patients in need of assistance to access to healthcare. Once identified, KRC will utilize our relationships through the MASA Board to provide a connection to services.

Ongoing, KRC plans to explore ways to realize alternative transportation voucher and health screening events in the community. KRC would like to partner with a local non-profit emergency services, Harmony EMS, ambulance services in funding. With annual subscription plans of **DOH REDACTED** (Family Plus) to cover permanent residents in a home and any visiting relatives who require emergency care, KRC can directly impact the issue of access to care for those needing financial services.

Secondary Dispensary Community Support Focus

**Live Well Allegheny Campaign**: To help achieve this focus, KRC will actively engage with the Live Well Allegheny Campaign. This movement aims to improve the health and well-being of Allegheny County residents through a collaborative program. Because the Live Well Allegheny Campaign’s main focus is on obesity prevention and physical activity promotion that includes healthy eating and individual health management, this is a synergistic campaign for KRC to align with.

**Pennsylvania MS Society**: To positively impact our community, KRC will provide financial, educational, and volunteer support to groups such as the Pennsylvania Keystone Chapter of the National MS Society MS Connection Groups, which focuses on support, advocacy, education, and social outreach for patients with MS.

**NextGen:Pgh**: To better impact the overall health of the community, KRC will support the Squirrel Hill Farmers Market. KRC will provide financial support to develop a voucher program for children in need of healthy food. With the Squirrel Hill Farmers Market, which is only one part of NextGen:Pgh, KRC will work to enhance the quality of life in Pittsburgh and beyond. NextGen:Pgh’s mission is to produce events and programs that grow the economy, increase social interaction, improve public health, help schools, promote greater environmental sustainability, and enhance Pittsburgh's cultural scene deeply match its own vision. Additionally, KRC will support different charities through promotional events that may include member appreciation days, charity golf tournaments, and benefit walks for various non-profit health organizations.

**DOH REDACTED** **Urban Coalition**: KRC will work with local civic and community groups, including
municipal officials, police chiefs, community leaders and school officials, to ensure that it creates a positive community experience. In fact, KRC has already begun working with a broad range of groups within the community to discuss various initiatives. KRC will actively engage with Squirrel Hill Urban Coalition to assist them in supporting the community through their programs and events. Since 1972, this non-profit community organization has been dedicated to preserving, improving and celebrating the quality of life in Pittsburgh’s 14th Ward. KRC will support their mission to create long-range planning process, fostering community-based initiatives in the areas of education, public safety, transportation, parks and open spaces, plus commercial, institutional and residential development.

All Areas- Community Support Focus

**Drugged Driving Awareness Campaign and Coalition:** KRC intends to create an innovative public awareness initiative to educate the public on the dangers of “Drugged Driving,” or Driving Under the Influence of Drugs (DUID). The campaign will be facilitated by KRC’s investors, who have the initiative, influence, experience, and business acumen necessary to lead such an endeavor. KRC plans to work collaboratively with Dispensary owners throughout the Commonwealth so as to make this a statewide campaign and initiative. To implement this type of program, and as a part of “giving back,” KRC plans to provide financial support to this public service initiative, and to educate our citizens that DUID is a public health concern. KRC plans to lead a statewide coalition that will be comprised of local law enforcement agencies, the State Department of Transportation, State Safe Driving organizations, Mothers Against Drunk Driving (MADD), first responders, school representatives, hospital representatives, treatment experts, parents, Patients, and other interested industry owners and professionals.

KRC has developed and drafted toolkits and brochures with fact sheets outlining the dangers of drugged driving, to help provide tips and advice about how to identify the concerns and associated risks. KRC intends to work with licensed transportation carriers, creating State partnerships designed to prevent DDUI, and to provide Patients with options to take public or private transportation, versus driving while drugged. Using KRC’s members’ extensive media contacts throughout the Commonwealth will encourage stories and content designed to raise awareness around the issue.

**Employee Substance Abuse Program.** In compliance with the Drug-Free Workplace Act of 1988, KRC has both a commitment and a responsibility to provide a safe, quality-oriented and productive work environment consistent with the standards of the community in which the Dispensaries operate. Alcohol and drug abuse pose a grave threat to the health and safety of everyone involved.

The Company has enacted strict policies, procedures, and practices designed to correct instances of identified alcohol and drug use in the workplace, and their provisions apply to all Employees, agents, executives and operators. Employees are required to report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. The use, possession, purchase, sale,
solicitation, manufacture, or dispensing of illegal drugs or alcohol, or of MM products while at work, while on facility premises, or while performing KRC business, is expressly prohibited.

**Youth Programs.** While KRC will take great measures to ensure that our MM products do not end up in the hands of anyone not legally allowed to use them, it recognizes that illicit drug use, especially among teenagers, remains high. As part of the statewide community “Give Back” program, KRC plans to support a coordinated drug diversion and awareness program in local schools. The program will include:

- Dissemination of drug prevention information to schools and the community, to develop awareness and knowledge of the nature and extent of drug use, abuse and addiction, and its effects on children, teens, families and our communities;
- Support for speaker programs, where law enforcement, athletes, respected local leaders, and our own peers who have survived drug abuse will speak with students and parents about their experiences;
- Community-wide planning and organization meetings built around reducing illegal drug use, and any supporting prevention and reduction of gang activity;
- Training for school personnel, parents, and other interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral;
- Support of mentoring programs that encourage students to seek advice from, and to confide in trusted elders, for any concerns they may have regarding MM products and its use;
- Support of school safety drug hotlines; and
- Participation in activities to benefit the larger community, and to encourage students to lead drug-free lives, while increasing their sense of community.

**Our Voice.** Public communications efforts will be primarily focused on Patient education and product safety. The community will be invited to provide their contact information so that they can receive updates as to KRC’s progress. KRC will maintain a blog on our website to ensure that accurate information is readily available. It is important that Patients and the community understand MM products terms and usage, and it is imperative they understand the legal rights and obligations of being a Patient. KRC intends to stay actively involved in local community news and events so that the Company may advocate for its Patients and raise awareness around the benefits of MM products. KRC will work with local, regional, and national media outlets to ensure that its messages remains consistent with its mission.

Press releases will be issued as needed to keep Patients and the community informed. Throughout the year, KRC will host various events at its Dispensaries and information booths at industry conference events to support awareness in the field and awareness to connecting causes.
Community links

County Health Department
http://www.achd.net/biostats/brfss.html

Live Well Allegheny Campaign
Board of Health and Allegheny Health Department
Director Dr. Karen Hacker
412-687-2243

Urban Coalition
5604 Solway Street
Pittsburgh, PA 15217
Tel: 412.422.7666
E-mail: info@shuc.org

The Pennsylvania Keystone Chapter of the National MS Society
Kelli McElhinny
Nextgen PGH
https://www.nextgenpgh.org/
Squirrel Hill Farmers Market

Harmony EMS
102 Mennonite Ln.
Harmony, PA 16037
(724) 452-4317
(724) 452-0562
http://harmonyems.org/

Mother’s Against Drunk Driving PA (MADD)
Pennsylvania, State Office
408 E 4th Street #106
Bridgeport, PA 19405 (map)
610-825-4902
Email: pa.state@madd.org
Support Document: Pennsylvania Medical Marijuana Program

MEDICINAL MARIJUANA SEED TO SALE TRACKING, RECORDKEEPING & REPORTING
## Contents

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BioTrackTHC

BioTrackTHC has developed, deployed, and supported Cannabis-specific inventory tracking and management software solutions over the last six (6) years for private sector Cannabis businesses, and over the last two (2) years for government agencies, and is therefore one of the oldest and most experienced companies in this unique space. BioTrackTHC provides two (2) actively utilized seed to sale Cannabis tracking and management Commercial off the Shelf (COTS) solutions; one for government agencies and one for government-licenced Cannabis businesses. Over 2,000 medical and recreational Cannabis production and retail dispensary facilities across 25 U.S. states, including the District of Columbia and in other countries such as Canada, Jamaica, Australia and South America.

The Washington State Liquor and Cannabis Board, the New Mexico Department of Health, the Illinois State Department of Agriculture and the City of Arcata in Humboldt County, California. The New York State Department of Health are currently implementing BioTrackTHC’s System, and are scheduled for 2016 Q3 deployments. The Hawaii State Department of Health has also recently announced its intent to award its medical Cannabis tracking system contract to BioTrackTHC, and is scheduled to begin in 2016 Q4 as well. Additionally, the Commonwealth of Puerto Rico has selected the BioTrackTHC Government Traceability system as their intended solution following a competitive bid process. These additional contracts increase the Company’s seed to sale Cannabis government contract count to seven (7), more than the number of Cannabis government contracts awarded to all other companies combined. The voluntary adoption of BioTrackTHC by so many government agencies as well as Cannabis facilities is a testament to the quality of both BioTrackTHC’s technology and people.

Developed under the auspices of a university business incubation program, BioTrackTHC’s technology was originally created as a prescription drug and methamphetamine precursor tracking system to assist state governments and law enforcement in preventing drug diversion and promoting public safety. The Company even went so far as to submit its technology to a SAS No. 70 audit (now SSAE 16) to certify the System’s compliance with the stringent standards for the electronic prescribing of all legal classes of medication—including Schedule II drugs—as required by the DEA (Drug Enforcement Administration).

The Company quickly received interest in the technology from Cannabis producer and dispensary owners in Colorado who desired an end-to-end Cannabis inventory tracking and patient record-keeping System for both compliance and business optimization purposes. They had been utilizing a variety of disparate tools—nursery management for producer operations, spreadsheets for inventory, a generic web-based point-of-sale system for retail transactions, and paper charts for patient record-keeping. BioTrackTHC took its thoroughly vetted medical system as a foundation and modified it for Cannabis workflows, collaborating with, and obtaining direct input from dozens of Cannabis facility operators. As would be the case throughout its history, BioTrackTHC worked closely with these new customers and smoothly transitioned them from their disparate systems into a unified architecture that facilitated a continuity of business logic. These medical Cannabis businesses became the first known facilities across the country to digitally track Cannabis from seed to sale.
BioTrackTHC was awarded the contract for the State of Washington’s Seed to Sale Inventory Traceability System in the Fall of 2013, out of 22 total bidders, and delivered on the contract within budget and on schedule; in fact, the System was completed in less than 100 days. Today, it is, by far, the largest of all government systems currently tracking Cannabis.

The delivered System features a simple user interface in spite of the unique and complex nature of Cannabis production and tracking, and includes a robust alerts and reporting system that enables the agency to meaningfully monitor Cannabis activity and sales. Its workflows are tailored to the State of Washington’s specific regulations and informed by BioTrackTHC’s deep operational knowledge of the industry.

Its internal controls prevent users from operating against the law; yet, the System remains flexible enough to allow for future innovations and changes in regulations. For example, System rules ensure that only product for which a licenced testing facility has submitted passing results may be placed on a state-recognized transportation manifest; product that has failed testing or that has not undergone independent testing cannot make its way to a consumer-facing retailer’s shelves.

BioTrackTHC’s Washington State system is now thoroughly battle-tested, having successfully tracked over 11.5 million registered plants since implementation over two years ago. It is currently tracking over $75 million in Cannabis industry transactions per month, and is on pace to track $1 billion in Cannabis industry transactions over the next year.

The private sector version of the BioTrackTHC System is now deployed in over 1,900 authorized Cannabis facilities with over 25,000 unique users across North and South America. The Company has demonstrated remarkable capacity to scale rapidly in response to rising demand without compromising quality of deployment, customization, or on-going support. Over the past five years, the Company has completed over 1,400 individually tailored implementations of the business system in addition to the implementation of the Cannabis state tracking systems in the states of Washington, New Mexico, and Illinois, with none a detriment to the other. Evidence of the preservation of BioTrackTHC’s high quality of expertise, product, and service is reflected in the fact that the Company has retained more than 95% of its private sector client-base in spite of the significant increase in stress on the Company’s infrastructure due to the increased demand for its solutions.

As a company with five (5) years of hands-on technical support and fulfillment of customization requests to meet user-specific business logics, the BioTrackTHC team has accumulated detailed, specialized knowledge and insight into the unique challenges and corner cases specific to Cannabis program management. Time and again, general medicine technology and generic agricultural tracking experience have proven insufficient to properly address the unique needs of the Cannabis industry.

No two implementations of the software are alike; customers choose their own business logic, hardware environment, operating system, and oftentimes must migrate data from their hodgepodge of supplanted systems (paper records, excel spreadsheets, competing Cannabis systems, etc.). To add further complexity to these implementations, BioTrackTHC must develop and broadly apply custom
configurations for every government. As stated earlier, BioTrackTHC’s private sector solution is currently deployed in 25 U.S. states, including the District of Columbia and in other countries such as Canada, Jamaica, Australia and South America.
Dispensing of Medical Marijuana

Section 11

DOH REDACTED
Section 12- Storage of Medical Marijuana

DOH REDACTION
Section 14 Inventory Management

DOH REDACTION
DOH REDACTED
will keep record of the following, and much more; dates of transfers and transactions, batch numbers, quantity, product weight, usable amount in each infused product, and the agent’s registration card number. These records can be pulled up for any time period in the reporting module.

The system comes preloaded with over 140 industry-specific reports developed over years of feedback and experience from cannabis business operators in both the medicinal and adult-use (recreational) cannabis markets. License holders have the ability to create their own customized reports specific to their workflow or standard operating procedures. If the license holder prefers, the BioTrackTHC™ team can build the custom reports for them at an additional charge. The reporting functionality from the system allows the license holder to pull reports regarding supply chain, employee actions, quality control, destruction, transportation, and various other events that take place within the processes of the cannabis industry.

Within BioTrackTHC there are numerous sales and inventory reports that can identify the exact time a sale was made, the items dispensed and the employee that made the transaction. Additionally the system requires that each patient be added to the system with all relevant information before a sale can be made.
CULTIVATION MANAGEMENT
INVENTORY MANAGEMENT
POINT OF SALE
REPORTING AND ANALYTICS

2016 BioTrackTHC™
Supported Hardware and Software
The following Equipment has a proven record of integration with the BioTrackTHC™ System. Based on our seven years of industry experience we are confident that utilizing these hardware items will save you time and provide you with the best platform to fully put to use the software in your operation, and allow you to focus on future success! While state or county compliance requirements will likely dictate your final equipment decisions, the specifications listed here will allow you to select equipment that is needed to support the BioTrackTHC™ System.

Our hardware vendors are familiar with the needs of our customers and will pre-load BioTrackTHC™ onto your selected hardware and devices to streamline the final installation process and ensure proper synchronization to peripheral devices. We trust that these carefully selected commercial grade devices, that have been proven in the field, will serve you well for years to come! Below are the minimum specs required for server and terminals to ensure optimal performance of BioTrackTHC™ hardware and software. Please note, you can purchase equipment on your own or place an order with one of our vendors directly.

### Hardware Vendors
- **Green Thumb Industries**
  - Alen Nguyen
  - Office: (253) 981-4132
  - 309 49th St NE, Auburn, WA 98002
- **RMBD**
  - Jay Tittman
  - Office: (303) 947-2020
  - 2020 S. Pontiac Way, Denver, CO 80224
- **STOVER**
  - Jeff - 855-246-3227

### Server/VPS Requirements
- **OS**
  - Windows Server 8, 10, Pro, Server 2008 & 2012
- **Processor**
  - Intel i7 2.4 Ghz + Dual Core
- **RAM**
  - 8 GB+ (Based on 1-4 facility locations)
- **HDD (storage)**
  - 1 TB+ (7200 rpm speed or better)

### Terminal Requirements
- **OS**
  - Windows Server 8, 10, Pro
- **Processor**
  - Intel i5/Intel i7 2.0Ghz+ dual-core
- **RAM**
  - 6 GB+
- **HDD (storage)**
  - 250 GB+ (7200 rpm speed or better)
- **Scale Options**
  - A&D FX1200iN Approved in WA/CO/NV/AZ/OR/CA

### Tablets
- Microsoft Surface Pro 2
- For more information Click Here

### Internet Requirements
- **Internet Access**
  - Business-grade cable access or better. This applies to both Server and Terminal machines (ISP fees apply)
  - Speed
    - 15 MB - Download
    - 5 MB - Upload
  - **Static IP**
    - Server should be hardwired
    - Static Private IP and Public IP
    - Static Public IP is needed in order to enable remote access.
    - Contact ISP to get a Static IP (additional ISP fees apply)
**Standard Label Printers**

**Model**
Zebra TLP 2824 PLUS Thermal Transfer Desktop Printer

**Features**
- Standard tear-off mode
- Head-up sensor
- Auto calibration of media
- Reset feature button

**High Volume Label Printer**

**Model**
The Stover Manufacturing 4.25” Modified Thermal Printer

**Features**
- Standard tear-off mode
- Head-up sensor
- Auto calibration of media
- Reset feature button

**AND Scales**

**Model**
A&D FX-1200N

**Specs**
- Weigh Modes: g, oz, lb
- Features: RS-232, Legal For Trade, NTEP Class II

**Model**
A&D FG-30KAMN NTEP

**Specs**
- Weigh Modes: lb, kg, oz
- Features: RS-232, Legal For Trade

**Model**
A&D Washdown HV-60KWP

**Specs**
- Weight Modes: kg, lb, oz
- Features: RS-232, Legal For Trade, Washdown, NTEP Class III

**Model**
FX-300IN

**Specs**
- Weight Modes: g, oz, lb, lb-oz, ozt, ct, mom, dwt, GN, tl, tof, mes, pcs, % and MLT
- Features: RS-232, Legal For Trade, NTEP Class III

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*BioTrackTHC makes every effort to maintain an accurate list of compliant hardware but recommends contacting local enforcement agencies with compliance inquiries.

3101 N Federal Hwy #400 Fort Lauderdale, FL 33306 www.biotrack.com | 800.797.4711 tel*
**AND Scales Cont.**

**Model**
EK-1200i NTEP

**Specs**
- Weigh Modes: g, oz, lb, ozt, dwt, ct, mo, gn
- Features: Legal For Trade, Parts Counting, RS-232C, NTEP Class II

**Ohaus Scales**

**Model**
PAJ812N Gold Plus NTEP

**Specs**
- Weighing Units: g, mg, ct, oz, ozt, gn, dwt
- 810g Capacity
- 0.01g Readability
- RS-232C
- Approval: Class II

**Model**
PAJ3102N Gold Plus NTEP

**Specs**
- Weighing Units: g, mg, ct, oz, ozt, gn, dwt
- 3100g Capacity
- 0.01g Readability
- RS-232C
- Approval: Class II

**Model**
Defender® 5000

**Specs**
- This scale integrates and reads 15,000 g x 2 g. This scale is specially programmed to integrate with BioTrackTHC
- Approval: Class II

*BioTrackTHC makes every effort to maintain an accurate list of compliant hardware but recommends contacting local enforcement agencies with compliance inquiries.*

**Scale Cables and Adapters**

- **Model**
  TRENDnet TU-S9 USB to RS232 Serial Converter
  **Specs**
  - USB to Serial converter is used to connect a scale to the terminal to therefore integrate it with BioTrackTHC

- **Model**
  DB9 Female to Female
  **Specs**
  - Serial RS232 Gender Changer is used to connect the USB to Serial converted cable to back of scale.

- **Model**
  ST Lab U-224 USB to 1P Serial cable
  **Specs**
  - Fully compliant with USB 1.1
  - Supports RS232 serial interface
  - Data Transfer Rate: up to 230400bps
  - Length: 1.5m

*Make sure to ask your equipment vendor if an adapter is required, BioTrackTHC utilizes the RS232 Serial Interface.*

3101 N Federal Hwy #400 Fort Lauderdale, FL 33306 www.biottack.com | 800.797.4711 tel
Barcode Scanners

| Model                      |描绘的设备| Model                      |描绘的设备| Model                      |描绘的设备| Model                      |描绘的设备 |
|----------------------------|---------------------------------|----------------------------|---------------------------------|----------------------------|
| Motorola LI4278 - Cordless| ![设备图片](设备图片) | Unitech MS380 - Cordless   | ![设备图片](设备图片) | Motorola Symbol LS2208     | ![设备图片](设备图片) | POS-X EVO 2D     | ![设备图片](设备图片) |
| Radio Specifications       | Radio type: Bluetooth          | Radio Specifications       | Radio type: 2.4GHz Bluetooth, Class 1 | Specs                     |
|                            | Radio range: 330 ft./100 m (line of sight) |                            | Radio range: 300 feet (open space) | Interfaces Supported USB   |

Receipt Printers

<table>
<thead>
<tr>
<th>Model</th>
<th>STAR TSP100 Thermal RECEIPT PRINTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Features</td>
<td>• All-in-one-box accessories and software</td>
</tr>
<tr>
<td></td>
<td>• Fast printing speed up to 125mm/sec</td>
</tr>
<tr>
<td></td>
<td>• Prints crisp, clear logos, coupons and barcodes</td>
</tr>
<tr>
<td></td>
<td>• Easy-to-use features</td>
</tr>
<tr>
<td></td>
<td>• Integrated power supply</td>
</tr>
<tr>
<td></td>
<td>• Lowest power consumption in its class</td>
</tr>
</tbody>
</table>

Battery Backup

<table>
<thead>
<tr>
<th>Model</th>
<th>S70 Line Interactive UPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Options</td>
<td>• 500 for least expensive client stations</td>
</tr>
<tr>
<td></td>
<td>• 700 - Client</td>
</tr>
<tr>
<td></td>
<td>• 1500 - Server</td>
</tr>
</tbody>
</table>

3101 N Federal Hwy #400 Fort Lauderdale, FL 33306 www.biotrack.com | 800.797.4711 tel
Mag-strip Reader

Model
POS-X Xm95

Features
DIMENSIONS: 1.3” x 3.5” x 1.1”
WEIGHT: 4.6 oz (130.4 g)
Interface Cable Length: 6’
COLOR: Black

Finger Print Scanner

Model
Futronic’s FS80H / FS81H USB2.0 Fingerprint Scanner

Features
Futronic’s FS80H USB2.0 Fingerprint Scanner uses advanced CMOS sensor technology and precise optical system to deliver high quality fingerprint image. It can capture an almost un-distorted raw fingerprint image into PC in 100ms. So it is good for any fingerprint recognition application.

Portable Grow Cart

Model
Mayline® Empire Mobile PC Cart

Specs
Compact design offers ample space for computer equipment and supplies. Slide-out tray hides keyboard when not in use. Perforated CPU shelf allows ventilation of air. Color: Anthracite; Caster/Glide/Wheel: Four 2” Casters (2 Locking); Material(s): Steel; Overall Width: 29 3/4”.

Cash Drawer

Model
APG Series 100

Cash Drawer Accessories

Model
Mounting Bracket

Model
APG Universal Cable - 320 Multi-PRO Cable Kit
**Hardware Checklist**

**Grow**

<table>
<thead>
<tr>
<th>Terminal</th>
<th>- Minimum Specs/Internet Access</th>
</tr>
</thead>
</table>
| Barcode Scanner Options | - Motorola LI4278 - Cordless  
- Unitech MS380 - Cordless |
| Label Printer Options | - The Stover Modified Thermal Printer (High Volume)  
- Zebra TLP 2842 PLUS (Low Volume) |
| Recommended | - Mayline® Empire Mobile PC Cart |
| Optional | - Futronic’s FS80H / FS81H  
USBS.0 Fingerprint Scanner |

**Harvest**

<table>
<thead>
<tr>
<th>Terminal</th>
<th>- Minimum Specs/Internet Access</th>
</tr>
</thead>
</table>
| Barcode Scanner Options | - Motorola LI4278 - Cordless  
- Unitech MS380 - Cordless |
| Label Printer Options | - Zebra TLP 2824 PLUS (Low Volume) |
| Scale Options | - A&D FX-1200IN WA/CO/NV/AZ/ OR/CA*  
- PAJ812N Gold Plus NTEP  
- PAJ3102N Gold Plus NTEP |
| Scale Accessories (both needed for seamless integration) | - TRENDnet TU-S9 USB to RS232 Serial Converter  
- Serial RS232 Female to Female Gender Changer |
| Optional | - Futronic’s FS80H / FS81H  
USBS.0 Fingerprint Scanner |

**Processing**

<table>
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<tr>
<th>Terminal</th>
<th>- Minimum Specs/Internet Access</th>
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</thead>
</table>
| Barcode Scanner Options | - Motorola LI4278 - Cordless  
- Unitech MS380 - Cordless |
| Label Printer Options | - Zebra TLP 2824 PLUS (Low Volume) |
| Scale Options | - A&D FX-1200IN WA/CO/NV/AZ/ OR/CA*  
- PAJ812N Gold Plus NTEP  
- PAJ3102N Gold Plus NTEP |
| Scale Accessories (both needed for seamless integration) | - TRENDnet TU-S9 USB to RS232 Serial Converter  
- Serial RS232 Female to Female Gender Changer |
| Optional | - Futronic’s FS80H / FS81H  
USBS.0 Fingerprint Scanner |

**Point Of Sale**

<table>
<thead>
<tr>
<th>Terminal</th>
<th>- Minimum Specs/Internet Access</th>
</tr>
</thead>
</table>
| Barcode Scanner Options | - Motorola LI4278 - Cordless  
- Unitech MS380 - Cordless  
- Motorola Symbol LS2208 (Not Cordless) |
| Receipt Printer Options | - STAR TSP100 |
| Cash Drawer Options | - APG Series 100 + Accessories |
| Scale Options | - A&D FX-1200IN WA/CO/NV/AZ/ OR/CA*  
- A&D FX-300IN Required in OR/ certain jurisdictions in CA*  
- PAJ812N Gold Plus NTEP  
- PAJ3102N Gold Plus NTEP |
| Scale Accessories (both needed for seamless integration) | - TRENDnet TU-S9 USB to RS232 Serial Converter  
- Serial RS232 Mini Gender Changer |
| Optional | - Futronic’s FS80H / FS81H  
USBS.0 Fingerprint Scanner |

**Label/Tag/Receipt Sizes**

- **Zebra TLP2842 Plus Label Sizes**
  - 2.25 x 1.25 Direct Thermal  
  - 2.25 x 4 Direct Thermal Label  
  - 2.25 x 1.25 Thermal Transfer
- **Zebra GC420D Label Sizes**
  - 4 x 2.25 Direct Thermal Label  
  - 2.25 x 1.25 Direct Thermal  
  - 2.25 x 4.75 Direct Thermal  
  - 3.00 x 4.00 Direct Thermal
- **Stover Plant Tags Size**
  - 1”x9” wrap tags, t-lock mechanism  
    (WOT9X1G) (for use with Stover Printer)  
  - 1”x9” wrap tags keyhole locking mechanism  
    (WP9X1) (for use with Stover Printer)
- **Receipt Paper Size**
  - THERMAL PAPER ROLL - 3 1/8”X 230
- **Label (Plant/Inventory)**
  - 2.25 x 4.00 Direct Thermal (Inventory Label)

*BioTrackTHC makes every effort to maintain an accurate list of compliant hardware but recommends contacting local enforcement agencies with compliance inquiries.*

**Recommendations for all locations**

**Server Backup**

We recommend an external HDD (Hard Drive) 200GB+ as a secondary backup solution. In order to activate your backup simply plug the external hard drive to the server terminal. BioTrackTHC™ will automatically backup your database to the C:/ drive as well as the external hard drive.
High Volume Plant Tag Printer

BioTrackTHC™ together with Stover Manufacturing have developed a high-volume Plant Tagging Solution for our customers with large operations and those interested in saving time and resources. The Stover Manufacturing 4.25" Modified Thermal Printer is a Horticultural Grade Printer that prints directly on a plant ready tag and integrates seamlessly with the BioTrackTHC™ software system while offering superior performance and reliability for heavy use.

<table>
<thead>
<tr>
<th>Features</th>
<th>Plant Tags</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Color LCD touch screen display</td>
<td>• 1&quot;x9&quot; wrap tags, t-lock mechanism (WOT9X1C)</td>
</tr>
<tr>
<td>• Solid die cast Aluminum Chassis</td>
<td>• 1&quot;x9&quot; wrap tags keyhole locking mechanism (WP9X1)</td>
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<tr>
<td>• Will not rust or flex in harsh conditions</td>
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<tr>
<td>• 300 dpi near edge print-head</td>
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<tr>
<td>• Prints on heavy .020 and .022 poly tags</td>
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<tr>
<td>• Dual motor eliminates ribbon wrinkles</td>
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<tr>
<td>• Standard USB and Ethernet ports</td>
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<tr>
<td>• User setups eliminate manual calibration</td>
<td></td>
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<tr>
<td>• 4.25&quot; Print Head</td>
<td></td>
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<tr>
<td>• Integrates completely with BioTrackTHC™</td>
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</tr>
</tbody>
</table>

Model
The Stover Manufacturing 4.25" Modified Thermal Printer

For complete pricing details contact
Jeff at Stover Manufacturing
855-246-3227

Don’t forget to mention BioTrackTHC™
Pennsylvania Department of Health
Medical Marijuana

SECURITY PLAN

SECURITY EQUIPMENT SPEC SHEETS

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Entire Attachment redacted under applicable law and provisions of Act and accompanying Application.
Attachment A: Signature Page

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

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

☐ Yes  □ No

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

FEES:
☒ Initial Application Fee
☐ Initial Permit Fee

APPLICATION:
☒ Completed Application

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

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

<table>
<thead>
<tr>
<th>File Name</th>
<th>Name of Document</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Principals, Financial Backers and Operators (Contd.)</td>
<td>Principles, Financial Backers and Operators (Contd.)</td>
<td>Continuation of disclosure obligations set forth in Section 4 of the Application</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Operational Timetable (Contd.)</td>
<td>Operational Timetable (Contd.)</td>
<td>Continuation of disclosure obligations set forth in Section 8 of the Application</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Employee Qualifications, Description of Duties and Training (Contd.)</td>
<td>Employee Qualifications, Description of Duties and Training (Contd.)</td>
<td>Continuation of disclosure obligations set forth in Section 9 of the Application</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Current Officers (Contd.)</td>
<td>Current Officers (Contd.)</td>
<td>Continuation of disclosure obligations set forth in Section 20 of the Application</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Medical and Science Advisory Chart</td>
<td>Medical and Science Advisory Board Chart</td>
<td>To provide context and insight into the structuring of our MASA Board.</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Good Moral Character Letters</td>
<td>Good Moral Character Letters</td>
<td>Demonstrate the unquestionably moral character of each of KRC's direct and indirect owners</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_ERECT Funds Letter of Intent</td>
<td>ERECT Funds Letter of Intent</td>
<td>Evidence the commitment of ERECT Funds to partner with KRC</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Monte Content Letter of Intent and Attachment</td>
<td>Monte Content Letter of Intent and Attachment</td>
<td>Evidence the commitment of Monte Content to partner with KRC to assist with Patient and community education</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Releaf MOU</td>
<td>Releaf Memorandum of Understanding</td>
<td>Evidence the commitment of Releaf to work with KRC to provide unique assistance to Patients and Department to track MM usage</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_National Diversity Council LOI</td>
<td>National Diversity Council Letter of Intent</td>
<td>Evidence the commitment of the National Diversity Council to partner with KRC to ensure diversity with respect to KRC operations</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_ADA Letter</td>
<td>ADA Letter from Studio WC, llc</td>
<td>Demonstrates KRC's prospective compliance with the Americans with Disabilities Act</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Employee Handbook</td>
<td>Keystone Relief Centers, LLC Employee Handbook</td>
<td>Provides insight into the comprehensive and thoughtful approach KRC will take with respect to</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_Equality Pennsylvania Letter</td>
<td>Equality Pennsylvania Letter</td>
<td>Demonstrates KRC commitment to diversity with respect to LGBT community</td>
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<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_Studio WC-Iic diversity certification</td>
<td>Studio WC, Iic diversity certification</td>
<td>Evidences Studio WC, Iic status as women owned business (status pending) and supports KRC commitment to partnering with diverse vendors</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_Vangst LOI</td>
<td>Vangst Talent Network Letter of Intent</td>
<td>Demonstrate commitment from Vangst Talent Network to partner with KRC to ensure diversity with respect to KRC operations; shows KRC commitment to partner with diverse vendors (woman owned business)</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_Employee Interview Questions</td>
<td>Sample Employee Interview Questions</td>
<td>Demonstrate level of planning put in by KRC with respect to staffing of Dispensaries</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_Employee Qualifications</td>
<td>Sample Employee Qualifications</td>
<td>Demonstrate level of planning put in by KRC with respect to staffing of Dispensaries</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_Medical Director Handbook</td>
<td>Keystone Relief Centers, LLC Medical Director Handbook</td>
<td>Evidence of KRC knowledge of Medical marijuana and commitment to work with medical community on outreach and education</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_Policies and Procedures</td>
<td>Keystone Relief Centers, LLC Statement of Policies and Procedures (SOP)</td>
<td>Show level of KRC preparedness to be operational within six month timeframe and commitment to proper Employee and Patient relations</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_BioTrack Hardware Overview and Specifications</td>
<td>BioTrack Hardware Overview and Specifications</td>
<td>Educate reader regarding BioTrack capabilities and usefulness in inventory management, tracking and record-keeping obligations</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_FunkSac LOI</td>
<td>FunkSac Letter of Intent</td>
<td>Evidence the commitment of vendor to partner with KRC to ensure Patient and community safety</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_Safety Vision LOI</td>
<td>Safety Vision Letter of Intent</td>
<td>Evidence the commitment of vendor to partner with KRC to ensure Patient and community safety</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_TimerCap LOI</td>
<td>TimerCap Letter of Intent</td>
<td>Evidence the commitment of vendor to partner with KRC to ensure Patient and community safety</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_Insurance Recommendation</td>
<td>Insurance Recommendation from Nine Points Strategies</td>
<td>Shows KRC has support and ability to obtain insurance coverage</td>
</tr>
<tr>
<td>Keystone Relief Centers LLC 03172017 Dispensary Attachment A_Security Specifications</td>
<td>Security Specifications</td>
<td>Provide additional insight into KRC’s</td>
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<tr>
<td>Document Path</td>
<td>Description</td>
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<tr>
<td>LLC_03172017_Dispensary_Attachment A_Security Specifications</td>
<td>proposed best practices with respect to security issues</td>
<td></td>
</tr>
<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Westmoreland LOI</td>
<td>Westmoreland Transportation Letter of Intent</td>
<td></td>
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<tr>
<td></td>
<td>Demonstrate commitment of vendor to partner with KRC to provide transportation in compliance with Act and evidence of KRC commitment to partnering with diverse vendors (minority owned business)</td>
<td></td>
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<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Storage Specifications</td>
<td>Storage Specifications</td>
<td></td>
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<tr>
<td></td>
<td>Provide additional insight into KRC’s proposed best practices with respect to storage of Medical marijuana product</td>
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<tr>
<td>Keystone Relief Centers LLC_03172017_Dispensary_Attachment A_Third Dispensary Location Update</td>
<td>Third Dispensary Location Update</td>
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<tr>
<td></td>
<td>Provide insight into KRC’s plans regarding its third Dispensary</td>
<td></td>
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</tbody>
</table>
A false statement made in this application is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

Signature

Title in Applicant's Business

Date

James C. Roddey
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 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.
Third Dispensary Location Update

This attachment has been redacted in accordance with applicable law.
**MEDICAL ADVISOR - CONDITION CHART**

- ALS (Amyotrophic Lateral Sclerosis)
- INFLAMMATORY BOWEL DISEASE
- AUTISM
- INTRACTABLE SEIZURES
- CANCER
- MULTIPLE SCLEROSIS
- CHRONIC PAIN*
- NERVOUS TISSUE DAMAGE**
- CHRONIC DISEASE
- NEUROPATHIES
- EPILEPSY
- PARKINSON'S DISEASE
- GLAUCOMA
- PTSD (Post-Traumatic Stress Disorder)
- HIV (Human Immunodeficiency Virus)
- SICKLE CELL ANEMIA
- AIDS (Acquired Immune Deficiency Syndrome)

*CHRONIC PAIN = Severe or Intractable * (Neuropathic origin; or When Conventional therapeutic intervention and opiate therapy is contraindicated or Ineffective)

**NERVOUS TISSUE DAMAGE (Nervous tissue of the spinal cord with objective neurological indication of intractable spasticity)
Butler County PA, American Disabilities Act compliance and Handwashing Facilities

project name: Keystone Relief Center
project address: DOH REDACTED
Butler County
Reporting date: 03/20/17
Code: Township Building Codes

The above project will be designed to meet or exceed the most current building codes and regulations of Jurisdictions having Authority including but not limited to the following codes:

ADA Compliance
- International Building Code 2015, Chapter 11 (accessible chapter)
- American Disabilities Act, 09/15/2010

Handwashing Facilities

- PA Rules and Regulations Title 49 Professional and Vocational Standards State Board of Pharmacy § 27.16. Construction and equipment requirements, Sanitary Facilities for hand washing.

03/20/2017

architecture and Interiors

Women Owned Enterprise pending
Keystone Relief Centers, LLC
Employee Handbook

March 2017
Sample Phone Interview
Hi this is ______ from KRC Relief Centers. I have your resume here. Are you still interested in working here at KRC?
We have multiple positions available. Do you have an idea of what type of position you would be interested in interviewing for?
You must have proof of Pennsylvania residency to be employed here. If you are not a resident, are you willing to move?
According to state law, you may not work at the facility if you have been:
a) convicted of a felony drug offense, or
b) entered a plea of 'nolo' for a felony drug offense and received a sentence of probation
Do you have a reliable mode of transportation?

Sample Dispensary Manager Interview Questions
1. What are you doing now and why are you interested in working in the medical cannabis field?
2. How do you organize yourself in a position that has a wide variety of responsibilities?
3. Have you had to discuss an underperforming employees performance? How did you address the situation and what was the outcome?
4. What is your experience with handling money and inventory counts?
5. Would you consider yourself skilled at multi-tasking?
6. How would you de-escalate a situation with a patient who is agitated or aggressive?
7. Do you have any weaknesses and if so please provide an example?
8. How have you built lasting relationships with your coworkers and community in past jobs?
9. Would you consider yourself skilled at multi-tasking?
10. Do you have experience with POS systems, client tracking systems, or any inventory tracking systems?
11. What is your availability?
12. General Information, i.e., appearance, timeliness to interview, etc.:

Sample Patient Care Consultant Interview Questions
1. What are you doing now and why are you interested in working in this field?
2. Do you have an active interest in medical cannabis, and what would you say your level of knowledge is?
3. Have you worked in a 'customer service' related business and if so please explain your strengths and weaknesses in this area?
4. What is your experience with handling money and inventory counts?
5. Would you consider yourself skilled at multi-tasking?
6. How would you de-escalate a situation with a patient who is agitated or aggressive?
7. Do you have any weaknesses and if so please provide an example?
8. How have you built lasting relationships with your coworkers and community in past jobs?
9. Give me an example of making a mistake on the job, and how you handled it.
10. How would you handle negative feedback from a patient?
11. What is your availability?
12. General Information, i.e., appearance, timeliness to interview, etc.:

_Sample Receptionist Interview Questions_
1. What are you doing now and why are you interested in working in this field?
2. Do you have an active interest in medical cannabis, and what would you say your level of knowledge is?
3. Have you worked in a 'customer service' related business and if so please explain your strengths and weaknesses in this area?
4. Would you consider yourself a highly organized person that pays attention to detail?
5. Would you consider yourself an effective communicator that can address a handful of people at the same time?
6. How would you de-escalate a situation with a patient who is agitated or aggressive?
7. Do you have any weaknesses and if so please provide an example?
8. How have you built lasting relationships with your coworkers and community in past jobs?
9. Give me an example of making a mistake on the job, and how you handled it.
10. How would you handle negative feedback from a patient?
11. What is your availability?
12. General Information, i.e., appearance, timeliness to interview, etc.:

_Sample Interview Scoring System_
**Well Qualified (point range: 9-7)**
Applicant provides a thorough response to the question. Applicant demonstrates a thorough understanding of the issues at hand that is more to substantially more than the job requires. Response is well thought-out and well presented. Overall, candidate’s response is complete, addresses all aspects of the question and does not require probing.

**Qualified (point range: 6-4)**
Applicant provides an acceptable response to the question. Applicant’s understanding of the issues at hand is equal to or _slightly_ less that what the job requires. The response may not be as complete or thorough as the well-qualified applicant’s response. Overall, applicant’s response is complete, addresses the question and any probing required is minimal.

**Not Qualified (point range: 3-1)**
Applicant fails to provide an acceptable response to this question. Applicant’s response does not convey the level of experience/expertise required in this position. Applicant’s response may be vague or incomplete. Overall, candidate fails to provide experience/expertise demonstrative of the requirements of this position.
EMPLOYEE QUALIFICATIONS, DESCRIPTION OF DUTIES AND TRAINING (CONT'D.)

Management Roles and Responsibilities  (continued from Part A of Section 9)

Director of Information Technology (IT): IT is responsible for planning, coordinating, and directing computer-related activities within KRC. He/she helps analyze KRC's computer needs and recommend possible plans and directs the installation and maintenance of computer hardware and software and ensures the security of KRC's network and electronic documents. IT ensures that business and legal requirements for IT systems are met and to implement the policies that have been chosen by top executives.

Human Resource Manager (HR): The HR Manager oversees policies, procedures and compliance relating to KRC Employees. Ensures all human resources activities are in compliance with local, state and federal laws, as well as implement and oversee programs related to employee benefits and initiatives. Employee benefits are overseen by the HR Manager as well. Makes recommendations on potential policy changes to ensure the Company offers a healthy package of salary and benefits to Employees. Ensures the workplace is accommodating and free of harassment, handling complaints in accordance with policy and any relevant laws.

Medical & Science Advisory Board: Biographies and Roles

KRC has assembled a sophisticated Medical & Science Advisory (“MASA”) Board, comprised of Financial Backers of KRC who are also medical professionals with extensive experience treating, diagnosing, and/or facilitating care for the serious medical conditions defined in the MM Act. The MASA Board’s primary responsibility is to become and remain fluent and competent in the core subject areas of cannabis therapeutics, including areas of pharmacology, efficacy, adverse effects, dosing, pharmacodynamics, drug-drug interactions, safety, concerns of use and abuse, and recognition of toxicity, while also understanding the principals of psychoactive drugs, concepts of threshold and sequelae for qualifying conditions, iatrogenic conditions, and conceptualization of disease verses illness. Please see Section 19 of this dispensary application for more information on responsibilities and how the Board operates.

Chief Science Officer – Michael Ong

DOH REDACTED

Educated in a religious university later led Dr. Ong to pursue further education and training at Episcopal Hospital in Philadelphia to broaden his scope of knowledge. After residency, he joined a practice in Vandergrift, Pennsylvania so as to impact the shortage of health professional in that area. He has remained in practice in that area to continue this focus. Ong’s interest in MM started in Philadelphia where there was a significant number of HIV cases. He became familiar with the treatment for severe anorexia using Marinol (a synthetic derivative of marijuana). Due to a higher incidence of cancer in Vandergrift, Marinol is also being used to help patient tolerate chemotherapy and Dr. Ong actively assists patients through their treatment using this methodology.
Ong’s special interest in helping underprivileged communities in the Philippines related to access to healthcare is inspiring. He travels with medical missions to provide services, medical supplies and medicine in the hopes of one day helping to build a sustainable healthcare facility for those in need.

**Curriculum Director – James D. Koll**

James D. Koll started working in a pharmacy as an 11-year-old at a local independent pharmacy. After graduating from pharmacy school at 23 years old, Koll went into business the following year with a partner purchasing Bloomfield Drugstore. He helped grow the business revenue from [REDACTED] in the past year. As independent pharmacies dwindled during the 36-year period, his business has thrived by showing an ability to make innovative changes in services, cost control and technology in an industry fraught with falling profit margins and complicated regulation. As the owner and managing partner for 36 years, he has overseen all operations in a highly regulated retail pharmacy environment, including those relating to technology, retail building maintenance, remodeling and expansion projects, and exhibited the skills required to create, maintain and grow the business.

**Medical Advisor – Mohan Patel**

Dr. Mohan Patel exemplifies a culturally rich, diversely educated member of our board. Patel was educated in England. After completing three years of residency in Pennsylvania, he joined a nephrology group and started dialysis clinics in New Kensington. He later started his own practice and is impassioned about providing the first line of defensive medicine for patient care. From his early studies, he was drawn to the industry even as early as 1980 when the oncology unit he studied with provided cannabis for chemotherapy patients. His strong desire to positively impact social issues like alcohol abuse and drug addiction, has led him to KRC. His philanthropic work is vast and stretches across the globe – from working in a rural Africa Salvation Army Hospital to a long term goal of providing a charitable foundation to support the small hospital where he was born, Patel is the medical professional who can represent this Company and the industry with heart and impact.

Pharmacists with 250 collective years of treating all 17 medical conditions:

**Joseph Martella: Pharmacist**

Joseph Martella is a respected member of the medical community with years of Pharmacy experience in both national groups as well as his own family-owned conglomerate of pharmacies. Prior to his time with Martella and Penn Laurel Pharmacies, Martella served as a Pharmacist at Rite Aid Pharmacies and Giant Eagle Pharmacies. He currently sits on the Advisory Board at Cambria County Behavioral Health, acts as Vice Chairman for Bishop McCort Catholic High School and is on the Board of the Christian Home of Johnstown. Joseph is actively affiliated with the Pennsylvania Pharmacist Association (PPA), National Community Pharmacist Association (NCPA), American Society of Consulting Pharmacist (ASCP) and Cambria-Somerset-Bedford Pharmacy Society.
Jacqueline Martella: Pharmacist
As President, CEO and Pharmacists at Boswell Pharmacy Services and President, CEO and Pharmacist at Martella’s Pharmacies, a full-service retail pharmacy with 4 locations serving Cambria and Somerset Counties in Pennsylvania, committed to fostering economic growth in the region through an expanding business portfolio that employs over 300 residents. Martella is passionate about providing the counties’ youth with opportunities to participate in athletic, academic and creative activities through financial support of a variety of co- and extra-curricular activities. She sits on the Board of many well-respected organizations including Saint Francis University – Loretto, Independent Catholic Foundation – Altoona and 1st Summit Bank. She is also actively affiliated with the National Community Pharmacists Association (NCPA), Cambria-Somerset-Bedford Pharmacy Society, Pennsylvania Pharmacist Association (PPA), American Society of Consultant Pharmacists (ASCP) and Duquesne University School of Pharmacy.

Paul Tallarom: Pharmacist
With over 37 years as a pharmacist and small business owner, Paul Tallarom has extensive experience with the medical and business sides of the pharmaceutical industry. He attributes his long-term success to his passion for consulting and building relationships with his patients. Owner and operator of multiple retail locations, a compounding pharmacy, and an institutional pharmacy serving Gateway Rehabilitation Canter, jails, juvenile detention centers, nursing and personal care homes, Tallarom is accustomed to heavily regulated and monitored dispensing of medicine. Currently, his companies employ 150 diverse residents providing jobs and benefits to support the local communities and with revenue levels of more than $5 million, Tallarom’s focus has always been on providing exceptional services to our customers while increasing sales revenue, margins, and profitability of the business.

Alexander Micklow: Pharmacist
As part of a group of dedicated Pharmacists, Alexander Micklow understands the strength of teamwork and collaboration. Much of his success in business is a direct result of his reputation in providing quality care and personal services for the communities served since 1972. Current goals to increase potential patient base by developing strategic relationships with the local health care entities to provide a new care based model for retail pharmacy, increase sales revenue, margins and profitability with a critical focus on controlling costs, and to offer innovative solutions, such as our compliance packaging solutions, to the areas that are being delineated as problems by Medicare and PBMs, Micklow exemplifies a strategic mindset in the distribution of medicine in Pennsylvania.

Tasso Liartes: Pharmacist
Tasso Liartes began his company as a single retail pharmacy in 1971 in Leechburg, PA. In the late 1990’s, Liartes opened nine retail locations, a compounding pharmacy, as well as an institutional pharmacy serving Gateway Rehabilitation Canter, jails, juvenile detention centers, nursing and personal care homes. In 2008, Liartes sold several locations to local and national chains. Liartes and his business partners still own and operate five retail locations. Overall, the
company currently has more than 150 full and part-time employees and has grown from a small corner store to our revenue levels of more than \text{DOM REDACTED} in 2015.

**Specialists:**

**Oncology - Justin Vujevich**
Dr. Justin Vujevich currently is Medical Director of Vujevich Dermatology Associates. He has been treating dermatology patients since he began his dermatology residency in 2003 at the University of Pittsburgh. Vujevich is laboratory director for two CLIA-certified, Pennsylvania Department of Health licensed clinical laboratories. He is experienced in working with the Pennsylvania Department of Health. In addition, he co-founded the Angels Fund, a 501(c)(3) foundation that provides financial assistance for out-of-pocket outpatient costs for patients with limited financial means. Since 2011, the Angels Fund has contributed over \text{DOM REDACTED} to the Children’s Hospital of Pittsburgh Foundation.

**Pain Management – Christopher Tresnicky**
As an anesthesiologist, Dr. Tresnicky has a thorough understanding and has routinely encountered all the medical conditions listed in the MM Act. As such, he has provided perioperative medical management and acute pain management for many patients with a great understanding of the impact of pain medication. His specialized training in chronic pain management brings a very unique set of skills to KRC.

**Pain Management – William Fritz**
Dr. William Fritz has been practicing in the medical field for 30 years, currently as director of the Anesthesiology Division at Memorial Medical Center in Johnstown, Pennsylvania. His strength as a leader in the field of anesthesia is unquestionable, with dozens of peer-reviewed publications, presentations, abstracts and appointments in his field. With focus and drive, his reputation in his current industry will bolster KRC’s ability to influence the MM industry.

**Autoimmune – Robert Capretto**
Dr. Robert Capretto is a business entrepreneur and investor. As a businessman, he has had a diversified career investing in telecom, software, manufacturing, and construction businesses. He also has a keen interest in technology transfer and was a member of the Technology Committee of the University of Pittsburgh Medical Center, and was also on the Technology Board (BFTDA) in the State of Pennsylvania. Capretto also has an interest in community and economic development as an investor, mentor, and entrepreneur. He served on the Board of the Port Authority of Allegheny County. He has been a member of the Alexis de Toqueville Society of United Way, and he has served on numerous charitable boards in the past including, but not limited to Family House, Fox Chapel Country Day School, Multiple Sclerosis Society and Shadyside Academy. He joined the Penn State Board of Trustees in 2015. He served as Chairman of Utica Silicates and is presently Principal at Oak Hill Holdings, LLC.
Pages 5 and 6 of the Employee Qualifications, Description of Duties and Training have been redacted.
Employee Roles & Responsibilities

**DISPENSARY MANAGER.**

The Dispensary Manager is responsible for:
- Direction and oversight of all Facility operations;
- Displays and Inventory on the Facility Floor;
- Performance management goal-setting;
- Employee review;
- Implementation of SOPs;
- Cash handling and management responsibilities during each shift;
- Opening and closing of the Facility;
- Employee Schedule
- Assisting Patient Care Consultants;
- Ensuring that all Patients experience excellent care while in the Facility;
- Assembles the Inventory for racks that will be used by the Patient Care Consultant;
- Maintains upkeep of each display, to include updating displays as items sell out or come back into stock;
- Handles Patient concerns and resolves problems that the Patient Care Consultant is unable to;
- Ensuring cash on hand
- Prints and designs new display labels;
- Ensures that Patient Care Consultants opening and closing duties are finished;
- Assists with reconciling cash/debit discrepancies with POS; and

Performance Requirements and Skills:
- Ability to operate Patient Management Software;
- Ability to communicate clearly and effectively in all situations with co-workers and Patients;
- Has knowledge of Pennsylvania and Federal Medical Marijuana laws, Medical Marijuana effects, and conditions that can be treated through the use of Medical Marijuana;
- Must be organized and patient;
- Ability to work under pressure without losing his or her composure;
- Ability to meet the needs of Patients and co-workers without constant supervision;
- Ability to solve practical problems;
- Ability to use general office equipment, such as printers, scanners, and fax machines;
- Ability to multi-task with many diverse types of workloads in a hectic environment; and
- Maintain a warm and friendly personality.

Education and Experience Required:
- Associate’s Degree or equivalent from a two-year college or technical school, or six months to one year of related experience and/or training;
- Some POS experience, or specific experience with software such as MindBody is highly desirable; and
- Past experience as a restaurant manager, retail manager, or highly skilled customer service associate.

Supervised by:
• Executive VP Operations
  Supervises:
  • Receptionist;
  • Security;
  • Inventory Manager

**PHYSICIAN/ PHARMACIST**
Physician/Pharmacist: The Physician/Pharmacist is responsible for consulting with Patients and Caregivers on the use of medical marijuana in conjunction with their ailments. The Physician/Pharmacist must remain onsite at the Dispensary during hours of operation. Physician/Pharmacist must complete a 4-hour training course developed by the Department of Health prior to working at the dispensary.

The Physician/Pharmacist shall be responsible for:
• Implementing the responsibilities and development of the Senior VP Medical at the facility.
• Consulting with Patients and Caregivers on medical marijuana and their ailments that includes recommending method of consumption and limit, if not already stated in the Patient’s certificate.
• Remaining onsite at the Facility during hours of operation.
• Should a single dispensary permit have multiple dispensary locations, the primary Physician/Pharmacist will train the Physician Assistant/Registered Nurse Practitioner (RN).
• Completing a 4-hour training course developed by the Department prior to working at the Facility.
• The Physician/Pharmacist may not provide a written certification for Medical Marijuana Products, at any time, for any qualifying Patient.

**PHYSICIAN ASSISTANT/REGISTERED NURSE PRACTITIONER**
Physician Assistant/Registered Nurse (RN): The Physician Assistant/RN will be trained to assist Patients/Designated Caregivers by the primary Physician/Pharmacist to be their “stand in” should a single permit have multiple dispensary locations.

Should a single dispensary permit have multiple dispensary locations, the Physician Assistant/Registered Nurse Practitioner (RN) will be trained by the primary Physician/Pharmacist to resume the Physician/Pharmacist’s role and responsibilities at the appropriate Facility. The Physician Assistant/RN will also be responsible for managing the Patient Care Consultants.

**SECURITY**
The responsibilities for Security will include, but not limited to, the following actions:
• To notify and report to the Dispensary Manager on any irregularities or occurrences during their patrolling duties.
• To maintain and record all occurrences in the security logs.
• To ensure that the security post is kept clean at all times.
• To conduct regular checks/patrolling duties around the premises as required.
• Guarding the premises against intrusion or unauthorized entries.
• Protecting equipment and properties against act of vandalism, theft or sabotage.
• Permitting only authorized person visitors/vehicles to enter the premises.
• Maintain an updated record of all employee vehicles to verify that they are authorized to be on the premises.
• Maintain a high standard of discipline and vigilance at all times.

**INVENTORY MANAGER**

Inventory Manager: The Inventory Manager will be responsible for taking inventory of any usable or unusable medical marijuana products. The Inventory Manager will also be responsible for reporting any inventory discrepancies to the appropriate supervisor.

The Inventory Manager is responsible for:
- Collaborating with Growers/Processors on specific Inventory needs;
- Ensuring that all Medical Marijuana Products comply with the MM Act; and
- Maintain the proper inventory of supplies for the dispensing of Medical Marijuana Products.

Performance Requirements and Skills:
- Knowledge of Inventory Software System;
- Maintain strict hygiene standards and a clean work space;
- Account for all components of Inventory;
- Work collaboratively with the Growers/Processors on scheduling and output of Medical Marijuana Products;
- Thorough understanding of units of measurement; and
- Knowledge of Label Software and its interface with the POS.

Education and Experience Required:
- Associate’s Degree or equivalent from a two-year college or technical school, or six months to one year of related experience and/or training;
- Some POS experience, or specific experience with software such as MindBody is highly desirable; and
- Prior management experience a plus.

Supervised by:
- Executive VP Operations; and
- Dispensary Manager

**PATIENT CARE CONSULTANT**

Patient Care Consultant: The Patient Care Consultant will be stationed in the Dispensary area and will dispense Marijuana Products to Patients. Other responsibilities will include providing each Patient/Designated Caregiver with knowledgeable and welcoming service, entering each sale into the POS system, and working closely with the Dispensary Manager to ensure the dispensary area is clean and organized.

The Patient Care Consultant is responsible for:
• Setting up and managing their own stations for assisting Patients and Caregivers
• Assisting and educating Patients with the selection of Medical Marijuana Products;
• Provide Patients with a “menu” of currently available Medical Marijuana Products;
• Input and access Patient records, confirming and tracking their identity and eligibility to purchase, available amounts, and all Patient disclosures;
• Enforce Medical Marijuana quantity limits;
• Receive payment and record procurement in the Facility Management System; and
• Provide Patients will all printed educational and supplemental materials.

Performance Requirements and Skills:
• Ability to operate Patient Management Software;
• Ability to communicate clearly and effectively in all situations with co-workers and Patients;
• Has knowledge of Medical Cannabis laws, Medical Cannabis effects, and conditions that can be treated through the use of Medical Cannabis;
• Ability to meet the needs of Patients and co-workers without constant supervision;
• Ability to solve practical problems;
• Ability to use general office equipment, such as printers, scanners, and fax machines;
• Ability to multi-task with many diverse types of workloads in a hectic environment; and
• Maintain a warm and friendly personality.

Supervised by:
• Dispensary Manager; and
• Physician Assistant/ Registered Nurse Practitioner

FRONT DESK MANAGER
Front Desk Manager: The Front Desk Manager’s responsibility is to oversee all day-to-day operations of the dispensary’s front desk including managing Receptionists when checking in a patient, reporting patient files and managing office/front desk supplies. The Front Desk Manager will also be responsible for ensuring that all front desk operations are compliant with state and local law.

The Front Desk Manager is responsible for:
• Direction and oversight of all Facility front desk operations;
• Reception Area Displays and Front Desk/Reception office supplies;
• Performance management for all Receptionists;
• Patient check ins and receptionist management responsibilities during each shift;
• Assisting Receptionists (when needed);
• Ensuring that all Patients experience excellent care when checking in the Facility;
• Maintains upkeep of reception area;
• Handles Patient concerns and resolves problems that the Receptionist is unable to;
• Ensures that Receptionists opening and closing duties are finished;

Performance Requirements and Skills:
• Ability to operate Patient Management Software;
• Ability to communicate clearly and effectively in all situations with co-workers and Patients;
• Has knowledge of Pennsylvania and Federal Medical Marijuana laws, Medical Marijuana effects, and conditions that can be treated through the use of Medical Marijuana;
• Must be organized and patient;
• Ability to work under pressure without losing his or her composure;
• Ability to meet the needs of Patients and co-workers without constant supervision;
• Ability to solve practical problems;
• Ability to use general office equipment, such as printers, scanners, and fax machines;
• Ability to multi-task with many diverse types of workloads in a hectic environment; and
• Maintain a warm and friendly personality.

Education and Experience Required:
• Associate’s Degree or equivalent from a two-year college or technical school, or six months to one year of related experience and/or training;
• Some POS experience, or specific experience with software such as MindBody is highly desirable; and
• Past experience as a restaurant manager, retail manager, or highly skilled customer service associate.

Supervised by:
• Dispensary Manager

Supervises:
• Receptionist

RECEPTIONIST

Receptionist/ Dispensary Check-In Agent: The Receptionist is responsible for checking in a patient and ensuring the patient is an active card holder. Since the Receptionist is the front lines of operations, it is imperative that this individual is professional, knowledgeable, and trustworthy.

The Receptionist is responsible for:
• Greeting and verifying all Patients and Designated Caregivers;
• Providing information regarding the Facility and its services, as well as information on Medical Marijuana Products, and the laws and regulations governing the use of Medical Marijuana in the Commonwealth of Pennsylvania;
• Ensuring all Patients, Caregivers, and Visitors are checked in and out into the Electronic Verification System;
• Answering the phone, take messages, and direct incoming calls to the correct individual;
• Receiving all mail and non-medical marijuana related packages;
• Maintaining the cleanliness and needs of the Waiting/Lobby Area; and
• Maintaining an accurate online Patient database, to include organizing paperwork, data entry, scanning, printing, and faxing documents.

Performance Requirements and Skills:
• Ability to operate Patient Management Software;
• Ability to communicate clearly and effectively in all situations with co-workers and Patients;
• Has knowledge of Medical Marijuana laws, Medical Marijuana effects, and conditions that can be treated through the use of Medical Marijuana;
• Must be organized and patient;
• Knowledge of email, web search engines, Microsoft Word and Excel;
• Ability to work under pressure without losing his or her composure;
• Ability to meet the needs of Patients and co-workers without constant supervision;
• Ability to solve practical problems;
• Ability to use general office equipment, such as printers, scanners, and fax machines;
• Ability to multi-task with many diverse types of workloads in a hectic environment;
• Maintain a good memory; and
• Maintain a warm and friendly personality.

Education and Experience Required:
• Associate’s Degree or equivalent from a two-year college or technical school, or six months to one year of related experience and/or training;
• Some POS experience, or specific experience with software such as MindBody is highly desirable; and
• Past experience in customer service a plus.

Supervised by:
• Dispensary Manager
RECOMMENDATIONS FOR A STATE PERSONNEL POLICY
ON GENDER IDENTITY PROTECTIONS IN THE WORKPLACE

Transgender people continue to experience disturbing levels of employment discrimination in the U.S. According to the National Transgender Discrimination Survey, seventy-eight percent (78%) of transgender people report mistreatment, harassment or discrimination at work, with 26% having lost a job just because they were transgender.¹

To alleviate discrimination in the workplace for employees, state human resource departments should adapt personnel policies that cover gender identity protections in the state workforce. Specific policies on respecting gender identity can help bring clarity to how workplace conduct embodies nondiscrimination principles. These recommendations follow policy precedent set by the federal government, such as the Office of Personnel Management gender identity protections, as well as state, local, and private sector employment policies that address gender identity policies.²

This memorandum includes the following sections:

- Section I reviews the general principles of employee gender identity protections
- Section II provides model language for a comprehensive gender identity policy
- Section III highlights other policies to update for gender identity nondiscrimination
- Section IV gives legal and policy background for each aspect of the model policy

I. General Principles of Gender Identity Protection in the Workplace

In order for a personnel policy to cover gender identity protection, it must protect the right of all employees to live, dress and work in a manner consistent with their gender identity, rather than according to their presumed or assigned sex. For example, employment policies must protect a transgender woman’s ability to live and work as a woman and a transgender man’s ability to live and work as a man. Employment policies must also protect gender nonconforming or non-binary employees from discrimination based on expression of gender that may not fit societal expectations.

An essential corollary to the principle of protection based on gender identity is that an employer must generally accept the sincerity of an employee’s asserted gender identity, and cannot require medical or other evidence of their gender identity. Various state guidance or statutory language clarifies that an employer may not condition gender identity protection on evidence of gender identity, apart from an employee’s assertion of that identity. This approach of self-reporting is consistent with the approach of other aspects of identity that are protected in the workplace, such as sincerity of religious beliefs.

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II. Model State Personnel Policy On Gender Identity Protections In The Workplace

The language below can be adopted verbatim into your state personnel policy.

A. Purpose

The State of [___________] does not discriminate in any way on the basis of sex, sexual orientation, gender identity or gender expression in employment. This policy is designed to bring clarity to our commitment to non-discrimination and to create a safe and productive workplace for all employees. This policy is based on a core understanding that gender identity nondiscrimination requires that all employees be permitted to live, dress, and work in a manner consistent with their gender identity.

Every employee is responsible for maintaining a work environment free from discrimination and harassment. Any employee who is found to have violated this policy shall be subject to disciplinary action.

B. Definitions

*Gender Identity:* A person’s deeply held internal sense of being male or female or some other gender, regardless of the sex they were assigned at birth. The ability to determine someone’s gender identity rests with the individual.

*Gender Expression:* Characteristics and behaviors that may be perceived as masculine or feminine, such as appearance, clothing, hairstyles, mannerisms, speech patterns, and social interactions.

*Transgender:* Someone whose gender identity is different than their sex at birth.

*Gender Non-conforming:* Someone who has or is perceived to have gender characteristics and/or behaviors that do not conform to traditional or societal expectations.

*Gender Transition:* The process or time period when a person changes various aspects of themselves to be consistent with their gender identity. There is no one way to transition. Transition may include “coming out” by telling family, friends or coworkers, using a different name, changing pronouns (he/she/they), changing clothing or appearance, and/or accessing medical treatment such as counseling, hormone therapy, or different types of surgery.
C. Name and Pronoun Use

All employees have the right to be addressed by the name and pronoun corresponding to their gender identity or expression, as expressed by the employee. A court-ordered name or gender change is not required. Persistent and intentional refusal to use an employee’s preferred name and pronoun may constitute harassment and is a violation of this policy. If you are unsure what name or pronouns are preferred by the employee, politely ask them how they would like to be addressed. Gender pronouns include he, she, they, or any other pronoun requested by the employee.

D. Official Records

Employee official records will be modified to reflect the preferred name and gender of the employee, as expressed by the employee. Certain types of records, such as those relating to payroll and retirement accounts, may require a legal name change before the name can be changed, but most records can be changed to reflect the preferred name without proof of a legal name change.

An employee’s name on email accounts, employee directories, business cards, ID badges, name tags, and similar items will be updated to their preferred first name or initial of their first name, even if the person has not had a legal name change, unless there is a compelling business or institutional purpose not to accommodate the employee's preferred name.

Any photographs of the employee should also be updated if necessary to reflect the gender identity and expression of the employee.

E. Confidentiality and Privacy

Transgender and gender non-conforming employees have the right to discuss their gender identity or expression openly or to keep that information private. The employee gets to decide when, with whom, and how much to share their private information. Management, human resources staff, and coworkers may not disclose any information that may reveal an employee’s transgender or gender non-conforming status to anyone without permission. That kind of personal or confidential information may only be shared with the transgender or gender non-conforming employee’s consent.

Intentionally disclosing highly personal information relating to an employee’s transgender status or the sex they were assigned at birth, gender transition, or related medical history is a violation of this policy and may constitute discriminatory harassment under the law. Like other highly personal information, disclosure of this type of information can create a hostile environment, and such disclosure can single out transgender employees as objects of curiosity and social stigma.
Management and human resources staff may not single out transgender or gender non-conforming employees for intrusive requirements such as psychological or medical examinations based on their transgender status.

Management, human resources staff, and coworkers may not disclose the transgender status of any former employee to new employers when responding to a background check or reference request.

**F. Restroom/Locker Room Access**

All employees have the right to use sex-segregated facilities in a manner consistent with their gender identity. No proof of gender shall be required to access a facility consistent with one’s gender identity.

Any employee who has a need or desire for additional privacy, regardless of the underlying reason, shall be provided with a reasonable alternative arrangement, where possible. Alternative arrangements include single-occupancy restrooms, private areas for changing, a different time to use the locker rooms, or other alternatives, where possible. For example, if a non-transgender employee does not want to share a multi-person facility with a transgender coworker, the non-transgender employee can make use of an alternative arrangement. Any alternative arrangements will be provided in a way that allows an employee to keep their transgender status confidential, if applicable.

Single-occupancy restrooms or other facilities designed for use by only one person at a time should be gender-neutral, not segregated by sex.

**G. Dress Codes**

All employees have the right to comply with any existing dress codes and/or grooming standards in a manner consistent with their gender identity or gender expression. Existing dress codes and/or grooming standards cannot prohibit an individual from maintaining a gender-neutral appearance.

**H. Sex-Specific Job Duties (BFOQ)**

In the narrow circumstances where sex is a bona fide occupational qualification (BFOQ), all employees should be classified and assigned in a manner consistent with their gender identity. Any BFOQ must be applied consistently with the principle that employees are able to live and work in accordance with their gender identity. Assignment of job duties or disqualification from a position on the basis of an individual’s transgender status, related medical history, bodily autonomy or non-conformity with gender stereotypes is not permitted.

**I. Transitioning on the Job**
All employees who are transitioning, shifting gender expression, or have other matters related to their gender identity can expect the support of management and human resources staff. HR will work with employees individually to ensure a successful workplace transition, including a procedure for adjusting personnel and administrative records, developing an individualized communication plan to share news with coworkers and clients as needed, or navigating any other aspects of workplace comfort.

J. Hiring Practices

Applicants may use their preferred name and self-identified gender in an application rather than their legal name or assigned gender. Hiring practices shall not require disclosure of an applicant’s transgender status or sex assigned at birth, or take adverse action based on failure to disclose this information. Inquiries about legal names or prior names used may only be made after a conditional offer is made and must be necessary for legitimate business reasons.
III. Other Employment Policies to Update

A. Equal Employment Opportunity Policy Statement

The employer EEO policy statement should be updated to include the term “gender identity or expression.”

B. Health Benefits

The employer should only enter into health insurance contracts that do not discriminate on the basis of gender identity. Healthcare plans must provide access to the same benefits for transgender and non-transgender employees, must include coverage for transition-related care, and must not deny or exclude services on the basis of gender identity or related medical conditions.

C. All Workplace Guidance Documents

Other workplace guidance documents should replace the use of any gender-specific language such as “his or her” with gender neutral language such as “the employee” or “they.”
IV. Legal Support And Precedent For Specific Policies

C and D. Name and Pronoun Use and Official Records

Refusing to use the name and pronouns consistent with an employee’s gender identity amounts to disparate treatment of an employee based on the perceived inconsistency between the employee’s gender identity and sex assigned at birth—in other words, based on being transgender.6 Title VII and Executive Order 11246 bar the use of slurs and other forms of discriminatory harassment that create an abusive work environment.7

The Equal Employment Opportunity Commission (EEOC) has stated in a decision that “Intentional misuse of the employee's new name and pronoun [of a transgender worker] may cause harm to the employee, and may constitute sex based discrimination and/or harassment.”8 Guidance from the Office of Personnel Management (OPM) and the Department of Labor (DOL) are in accord with this position.9 The interpretation of explicit state gender identity laws follows this approach. To date, at least three states (Colorado, Connecticut, and Iowa) and the District of Columbia have, by regulation or guidance, clarified that consistent refusal to use the name and pronouns consistent with an individual’s gender identity may constitute discriminatory harassment.10 Case law from New York also follows this approach.11

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6 See supra Part I; see also Resolution Agreement Between the Arcadia Unified School District, the U.S. Department of Education, Office for Civil Rights, and the U.S. Department of Justice, Civil Rights Division at 3 (OCR No. 09-12-1020) (DOJ No. 169-12C-70) (July 24, 2013) [hereinafter Arcadia Agreement], available at http://www.nclrights.org/wp-content/uploads/2013/09/Arcadia Resolution agreement 07.24.2013.pdf (agreeing to “treat the Student the same as other male students in all respects in the education programs and activities offered by the District”); DOL, DOL Polices on Gender Identity: Rights and Responsibilities at 2 (July 12, 2013) [hereinafter DOL Policy], available at http://www.dol.gov/oasam/programs/crc/20130712GenderIdentity.htm.; Connecticut Guidelines, supra note iii, at 6 (“School personnel should use the name and pronouns appropriate to the student’s gender identity regardless of the student’s assigned birth sex.”); Massachusetts Guidance, supra note iii, at 4 (declaring that within the education context, “[t]he responsibility for determining a student’s gender identity rests with the student or, in the case of young students not yet able to advocate for themselves, with the parent. [Because o]ne’s gender identity is an innate, largely inflexible characteristic of each individual’s personality that is generally established by age four . . . the person best situated to determine a student’s gender identity is that student himself or herself”); Washington State Human Rights Commission, Guide to Sexual Orientation and Gender Identity at 5 (2014) [hereinafter Washington Guidance], available at http://www.hum.wa.gov/Documents/Guidance/GuideSO20140703.pdf (“For all [non-legal purposes], employers should ask a transgender employee what name and sex-specific pronoun he or she prefers, and use them consistently.”).

7 See Harris v. Forklift Sys., Inc., 510 U.S. 17, 21–22 (1993) (holding that verbal slurs and harassment need not rise to the level of “seriously affect[ing an employee’s] psychological well-being” to constitute actionable conduct under Title VII).


9 See OPM Guidance, supra note i; DOL Policy, supra note v, at 2–4.


11 Doe v. City of New York, 42 Misc.3d 502, 976 N.Y.S.2d 360 (N.Y. Sup. Ct. 2013) (“the purposeful use of masculine pronouns in addressing plaintiff, who presented as female, and the insistence that she sign a document
The EEOC has recently held that an on-going refusal to process a name change for a transgender employee states a sex-based harassment claim under Title VII. And although many jurisdictions still permit a legal name change by common usage, the demand for a court order of name change is also a common pretext for discrimination and may have a disparate impact on transgender workers.

E. Confidentiality and Privacy

Federal courts have recognized that transgender status is one of the especially private, personal matters that enjoys heightened privacy protection under the Constitution, stating, “The excrutiatingly [sic] private and intimate nature of transsexualism, for persons who wish to preserve privacy in the matter, is really beyond debate.”

OPM’s Transgender Workplace Guidance states that “[e]mploying agencies, managers, and supervisors should be sensitive to these special concerns and advise employees not to spread information concerning the employee who is in transition: gossip and rumor-spreading in the workplace about gender identity are inappropriate. Other employees may be given only general information about the employee's transition; personal information about the employee should be considered confidential and should not be released without the employee's prior agreement.” DOL’s internal gender identity policy guidance takes the same position.

To date, two states (Delaware and Washington) and the District of Columbia have, by regulations or guidance clarified that under state laws prohibiting gender identity discrimination, intentional disclosure of information regarding an employee’s transgender status without the employee’s consent may constitute unlawful discrimination.

To protect privacy, former employers should not disclose the transgender status of their former employees to new employers when responding to a background check or reference with her birth name despite the court-issued name change order, is not a light matter, but one which is laden with discriminatory intent”


\[\text{See, e.g., Powell v. Schriver, 175 F.3d 107, 111 (2d Cir. 1999) (holding transgender prisoner had constitutional right to informational privacy regarding transgender status); see also Wyatt v. Fletcher, 718 F.3d 496, 513 (5th Cir. 2013) (applying Powell to privacy of sexual orientation); Sterling v. Borough of Minersville, 232 F.3d 190, 196 n. 4 (3rd Cir. 2000) (same); K.L. v. State of Alaska, Department of Administration, Division of Motor Vehicles, Case No. 3AN-11-05431 CI, 2012 WL 2685183 (Alaska Super. Ct. Mar. 12, 2012) (holding refusal to update gender designation on driver’s licenses violated privacy rights of transgender people).} \]

\[\text{See DOL Policy, supra note v, at 2–3.} \]

\[\text{See Delaware Guidelines, supra note I, at 4 (“Transgendered [sic] employees have the right to be who they are without unnecessary disclosure of medical information….The gender identity status of an employee is considered confidential and should only be disclosed on a need-to-know basis, and with the consent of the employee”); D.C. Mun. Regs. Tit. 4, § 808.2(c) (“Causing distress to an individual by disclosing to others that the individual is transgender” may constitute evidence of a hostile environment); Washington Guidance, supra note v, at 6 (“The privacy of the transitioning employee must be respected.”).} \]
request. Employers also may not single out transgender employees for intrusive requirements such as psychological or medical examinations solely based on their transgender status.  

F. Restroom/Locker Room Access

Denying transgender employees’ access to sex-segregated facilities consistent with their gender identity amounts to treating them differently from non-transgender employees based on a perceived inconsistency between their gender identity and sex assigned at birth—in other words, based on being transgender. Doing so singles out and humiliates transgender workers, invites further harassment and discrimination, and places workers in the untenable position of enduring this humiliation or avoiding restroom use at work altogether, risking serious negative health effects.

Access to restrooms that correspond with an individual’s gender identity is a guiding principle of recently released guidelines by the Department of Labor’s Occupational Safety and Health Administration about restroom access for transgender employees. The policy also follows precedent set by the federal government in OPM, DOL, and Department of Justice (DOJ) guidance, and in ten states to date on the prohibition of gender identity discrimination.  

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16 See Robinson v. Shell Oil Co., 519 U.S. 337, 346 (1997) (holding that former employees are included within the category of “employees” for purposes of Title VII’s anti-retaliation provision).
18 See, e.g., Schroer v. Billington, 577 F. Supp. 2d 293, 304 (D.D.C.); Glenn v. Brumby, 663 F.3d 1312, 1316–17, 1319–20 (11 Cir. 2011); Macy v. Holder, E.E.O.C. App. No. 0120120821, 2012 WL 1435995 (E.E.O.C. 2012). See also Massachusetts Guidance, supra note iii, at 11 (“[t]he responsibility for determining a student’s gender identity rests with the student or, in the case of young students not yet able to advocate for themselves, with the parent. [Because one’s gender identity is an innate, largely inflexible characteristic of each individual’s personality that is generally established by age four . . . the person best situated to determine a student’s gender identity is that student himself or herself].”)
19 See, e.g., Jody L. Herman, Gendered Restrooms and Minority Stress: The Public Regulation and its Impact on Transgender People’s Lives, J. PUB. MGMT. & SOC. POL’Y 19:65–80 (2013) (reporting survey findings that transgender individuals who feared denial of access or harassment in workplaces, schools, and public accommodations avoided restroom use and commonly reported resulting physical symptoms or medical problems).
21 OPM Guidance, supra note i; DOL Policy, supra note v; Department of Justice, Frequently Asked Questions: Nondiscrimination Grant Conditions in the Violence Against Women Reauthorization Act of 2013, at 9 (Apr. 9, 2013), available at http://www.ovw.usdoj.gov/docs/faqs-ncg-vawa.pdf (“A recipient that operates a sex-segregated or sex-specific program should assign a beneficiary to the group or service which corresponds to the gender with which the beneficiary identifies [unless the beneficiary requests a different or specialized placement due to individual safety concerns] . . . . The recipient may not, however, ask questions about the beneficiary’s anatomy or medical history or make burdensome demands for identity documents.”); CAL. EDUC. CODE § 221.5(f) (West 2014); N.J. STAT. ANN. § 10:5-12(f)(1) (West 2014); 3 COLO. CODE REGS. § 708-1:81.11 (West 2014); D.C. MUN. REGS. tit. 4, § 802.1 (West 2014); OR. ADMIN. R. 839-005-0031(2) (2014); Connecticut Guidelines, supra note iii at 7-8; Iowa Guidance, supra note ix; Massachusetts Guidance, supra note iii, at 9–10; Nevada Equal Rights Commission, Facts About Gender Identity or Expression Discrimination,
Allowing single-occupancy facilities to be sex-segregated is facially discriminatory.\textsuperscript{22} Sex segregation of single-user facilities tends to negatively impact the status of transgender workers—particularly those with non-binary gender identities—as employees by drawing unwanted attention and scrutiny to their gender identity and expression, contributing to workplace harassment.\textsuperscript{23} Under Title VII case law, employers may not segregate workers in a way that negatively affects employees based on a protected characteristic.\textsuperscript{24} In the context of single-occupancy facilities, it cannot be seriously argued that any legitimate, nondiscriminatory reason or bona fide occupational qualification exists for this form of segregation.\textsuperscript{25} Following this principle, states have started to implement regulations requiring gender neutral facilities.\textsuperscript{26} Occasionally, building or plumbing codes must be updated to allow for these changes.

\section*{G. Dress and Grooming Standards}

Case law such as \textit{Schroer} and \textit{Glenn} demonstrates that preventing transgender employees from dressing and presenting themselves in a manner consistent with their gender identity constitutes discrimination on the basis of sex under Title VII.\textsuperscript{27} The Office of Personnel Management and the Department of Labor follow these standards in their gender identity policies.\textsuperscript{28} Ten states and the District of Columbia have by specific statutory language, regulations, or guidance clarified that state laws prohibiting gender identity discrimination require that that individuals be permitted to dress in a manner consistent with their gender identity and that dress and appearance rules may not be applied to prohibit their doing so.\textsuperscript{29}

\begin{footnotesize}
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\item \textsuperscript{22} Cf. \textit{E.E.O.C., Facts about Race/Color Discrimination} (“Title VII is violated where minority employees are segregated by physically isolating them from other employees”); \textit{E.E.O.C., Religious Garb and Grooming the Workplace: Rights and Responsibilities} (“With respect to religion, Title VII prohibits among other things…workplace or job segregation based on religion).”
\item \textsuperscript{23} E.g., Herman, supra note six (“Eighteen percent of respondents have been denied access to a gender-segregated public restroom [at work, school, or a public accommodation], while 68 percent have experienced some sort of verbal harassment and 9 percent have experienced some form of physical assault when accessing or using gender-segregated public restrooms”);
\item \textsuperscript{24} See 42 U.S.C. § 2000e-2(a)(2) (prohibiting “segreg[ation] [of] employees … in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise affect his status as an employee, because of such individual’s…sex”).
\item \textsuperscript{25} Compare Int’l Union, United Auto., Aerospace and Agr. Implement Workers of Am., UAW v. Johnson Controls, 499 U.S. 187, 206 n. 4 (1991) (suggesting in dicta that Title VII may permit “considerations of privacy as a basis for sex-based discrimination”).
\item \textsuperscript{26} See D.C. Mun. Regs. tit. 4, § 802.2 (West 2014) (providing that all single-occupancy restroom facilities shall use gender neutral signage for those facilities); Phila. Code § 16-104 (2013); see also Resolution No. 2014-0828-04, Austin City Council (Aug. 28, 2104) (directing city manager to prepare code amendments to require gender-neutral signage for single-user restrooms).
\item \textsuperscript{27} Schroer v. Billington, 577 Supp. 2d 293 (D.D.C.); Glenn v. Brumby, 663 F.3d 1312 (11 Cir. 2011).
\item \textsuperscript{28} OPM Guidance, supra note i; DOL Policy, supra note v.
\end{itemize}
\end{footnotesize}
H. Sex-Specific Job Duties (BFOQ)

Depending on state law, an employer may impose a facially discriminatory policy on the basis of a BFOQ, likely provided (a) that the BFOQ is related to the essence of the employer’s business operation; (b) the employer has some “factual basis” for believing the BFOQ is reasonably necessary—not merely reasonable or convenient—to the normal operation of its business; and (c) no reasonable alternatives exist. Since the BFOQ exemption is usually “extremely narrow,” the employer must prove that only an individual of a specific gender can perform the duties of the job appropriately and that the criteria is not based on gender stereotypes, and the employer also has the burden to prove the BFOQ defense by a preponderance of the evidence. While courts have permitted male or female gender to be used as a BFOQ in certain circumstances where close physical contact or observation with clients or members of the public raises real and substantial privacy concerns, they have also consistently cautioned—and EEOC regulations also state—that gender-related BFOQs may not be based on mere gender stereotypes or customer preferences.

Any policy requiring transgender employees to submit sensitive medical information as a condition of particular work assignments—such as information about an individual’s surgical history and bodily anatomy—where other employees are not required to submit such information—is facially discriminatory.

I. Transitioning on the Job

Cases such as Schroer v. Billington, Glenn v. Brumby, and Macy v. Holder exhibit that it is unlawful to take adverse action against an employee’s decision to transition on the job and live, dress, and work in a manner consistent with their gender identity. It is now abundantly

32 See, e.g., Breiner v. Nevada Dep’t of Corr., 610 F.3d 1202, 1210 (9th Cir. 2010).
33 See, e.g., EEOC Compliance Manual § 625.9.
35 A practice of conditioning employment of transgender people in such positions on treatment in accordance with one’s birth-assigned gender would also be facially discriminatory. In Schroer, the court found sex discrimination where a federal agency retracted a job offer because the plaintiff intended to work consistent with her gender identity rather than her birth-assigned gender. 577 F. Supp. 2d at 306–08. It would be absurd to conclude that retracting a job offer because a transgender woman intends to work a woman is discrimination, but conditioning employment on a transgender woman agreeing not to work as a woman is not discrimination.
clear that, as the Attorney General stated in a December 15, 2014 memorandum, “the best reading of Title VII’s prohibition of sex discrimination is that it encompasses discrimination based on gender identity, including transgender status. The most straightforward reading of Title VII is that discrimination ‘because of ... sex’ includes discrimination because an employee’s gender identification is as a member of a particular sex, or because the employee is transitioning, or has transitioned, to another sex.”

J. Hiring Practices

Failure to disclose information relating to an employee’s gender is a common pretext for discrimination against transgender workers, who have no obligation to affirmatively disclose this information and often don’t disclose for fear of discrimination in hiring. At least one jurisdiction, the District of Columbia, has established by regulation that it is unlawful discrimination for an employer to take adverse action solely based on an employee’s giving their “publicly and consistently used name” and self-identified gender in an application rather than their legal name or assigned gender.

III. B. Health Benefits

Title VII requires that covered employers not discriminate in pay and benefits to their employees, including health benefits. The EEOC has found that health plan exclusions that do not explicitly distinguish between specific groups are still facially discriminatory where “100 percent of the people affected by [an employer’s] policy are members of the same protected group.” Presently, many employer-provided insurance plans have exclusions that either specifically bar transition-related care, or that deny transgender people health care services that are otherwise covered for non-transgender people with certain medical conditions. In these scenarios, 100 percent of the people affected by the employer’s policy are members of the same group: transgender people. In addition, most if not all treatments

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41 D.C. MUN. REG. § 4-807.1
45 Because such exclusions are facially discriminatory, an employee need not establish a medical diagnosis or necessity for a particular service in order to assert a Title VII claim. See Int'l Union, United Auto., Aerospace & Agr. Implement Workers of Am., UAW v. Johnson Controls, Inc., 499 U.S. 187, 200 (1991) (“For the plaintiff to bear the burden of proof in a case in which there is direct evidence of a facially discriminatory policy is wholly inconsistent with settled Title VII law.” (internal quotation marks omitted)).
excluded for transgender workers and dependents are routinely covered for non-transgender individuals with other medical conditions.\(^{46}\)

Transgender-specific exclusions cannot be justified on any neutral basis, such as medical necessity or cost-effectiveness.\(^{47}\) Every major medical association in the United States recognizes the safety, efficacy, and medical necessity of hormonal and surgical treatments for gender dysphoria and opposes transgender exclusions.\(^{48}\) This reality has recently been recognized in the Department of Health and Human Services’ (HHS) determination invalidating Medicare’s ban on transition-related surgery, in which HHS explicitly recognized such procedures as an “effective, safe, and medically necessary” treatment for gender dysphoria.\(^{49}\) Thus, health care plans that exclude transition-related care bar transgender people from accessing medically sanctioned and medically necessary health care services, violating Title VII’s bar on sex discrimination in benefits conferral. As a recent bulletin from the Massachusetts Commissioner of Insurance puts it simply:

The Division has concluded that excluding coverage of gender identity or gender dysphoria-related treatment will be considered prohibited sex discrimination because it would be a limitation based on coverage based on the sex of the insured.\(^{50}\)

To date, eight states (California, Colorado, Connecticut, Illinois, Massachusetts, Oregon, Vermont and Washington) and the District of Columbia have, by regulations or guidance, interpreted state laws prohibiting gender identity discrimination to prohibit insurance exclusions that target services for gender dysphoria for transgender people.\(^{51}\) Four states

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\(^{48}\) World Prof’l Assn. for Transgender Health, Standards of Care, at 171 (7th ed. 2011).


(Illinois, Massachusetts, Vermont, and Washington) have also cited state and federal bans on sex discrimination in adopting these rules.⁵²
SIGNATURE PAGE.

IN WITNESS WHEREOF, the Parties have caused this Letter of Intent to be executed by their respective duly authorized officers as of the date executed by both Parties below.

FunkSac LLC, a veteran owned packaging company in Denver
Garett Fortune

Garett Fortune, As Individual and CEO

[Signature]
March 1, 2014
Date

Keystone Relief Center LLC

[Signature]
3-15-17
Date

, As Individual and Owner.
SCHEDULE I.
FunkGuard®

Are You Compliant?
Child Resistant Reclosable Packaging
Perfect for MIPS and Exit Bags!

YOUR CUSTOM DESIGN HERE

NOW AVAILABLE
Tamper evident tear off top / Bottom fill

• Compliant Child Resistant Reclosable Packaging

• Perfect Packaging Solution for MIPS and Exit Bags
  Multiple product variations available; including a tamper evident option.

• FunkGuard™ solves the challenge of keeping your contents secure and safe from children while meeting state and federal child resistant laws.

ASTM Listed
16 CFR 1700 Tested

Extra Large
12.375” x 9”
(3” gusset)

Medium
9.5” x 5.25”
(no gusset)

Ask Us About Other Sizes and Tamper Evident Options

844 GOT FUNK
FUNKSAC.COM

f  y  p  in  y
Great Lakes Marketing
Toledo, Ohio

FunkSac, LLC
Tested the:
FunkGuard

and found that it:
Meets the Effectiveness Criteria as Defined
in the Federal Register, 16CFR Part 1700
95% Senior Adult Use Effectiveness (SAUE)

Signed by:

[Signature]

Lori Mitchell Dixon, PhD, Project Director
June 2015

www.GLM.com Reference GLM Job Number 15162
FunkGuard™ Child Resistant Reclosable Package
How to use video: funksac.com/openclosevideo

Listed on ASTM D3475-16, Standard Classification of Child-Resistant Packages
Package exceeds adult use and child resistant effectiveness criteria
as outlined in 16 CFR 1700 - Poison Prevention Packaging

FunkSac, LLC
19120 Old Detroit Rd
Rocky River, OH 44116
Contact: Johnny Donofrio
Direct Phone: 440-503-4870
JD@funksac.com
Medical Marijuana Industry Overview

Marijuana is one of the fastest growing industries in the United States. Currently, twenty-six (26) states and the District of Columbia (D.C.) have some form of legal marijuana program. Alaska, Colorado, Oregon, Washington and D.C. have legalized marijuana for adult use. There are a total of eight (8) states with marijuana initiatives on the November 2016 ballot, either to legalize medical or adult use marijuana. Five (5) states – Arizona, California, Maine, Massachusetts and Nevada – will have the chance to vote to legalize adult use marijuana laws, while Florida, Arkansas and North Dakota will decide whether to permit marijuana for medical purposes. See Figure 1 below for list of states and current status.

Currently, sixteen (16) other states have allowed implementation of a less extensive medical marijuana programs, allowing limited use of cannabidiol (CBD) oils and/or other extracts. CBD is one of the dozens of active cannabinoids in the cannabis plant. Unlike the more familiar THC (tetrahydrocannabinol), CBD is not psychoactive – meaning it doesn’t provide the traditional high associated with marijuana – but has proven particularly effective at treating seizures, especially in children.

Each jurisdiction’s marijuana laws differ to some extent, and vary on how to legally access cannabis. Licensees, consumers and qualified patients within each state are required to abide by the rules and regulations set forth by each state’s governing body tasked to regulate that state’s medical marijuana program.

Figure 1: List of States with Marijuana Laws

- Alaska
- Arizona
- California
- Colorado
- Connecticut
- Delaware
- Hawaii
- Illinois
- Louisiana
- Maine
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Montana
- Nevada
- New Hampshire
- New Jersey
- New Mexico
- New York
- Oregon
- Pennsylvania
- Rhode Island
- Vermont
- Washington
- D.C.

Medical Marijuana in Pennsylvania

Senate Bill 3- which provides for the medical use of cannabis in the Commonwealth of Pennsylvania, was signed into law (SB 3) on April 17, 2016. The law allows for the consumption and possession of medical marijuana for patients suffering from certain delineated, serious medical conditions. It also provides for a state regulated dispensary system to grow and sell medical cannabis. The Medical Marijuana Advisory Board within the Department of Health has been tasked to regulate the program. Registered physicians will be authorized to issue certifications to patients to use medical marijuana. Patients will have to apply to the Pennsylvania Department of Health and pay a fee of $50 to register as a medical marijuana
Patient and receive their identification card. Patients will be able to obtain medical marijuana from potentially up to 150 state licensed dispensary locations positioned throughout the Commonwealth of Pennsylvania, and dispensaries will be able to obtain medical marijuana from 25 state licensed cultivation facilities.

**Pennsylvania Program Guiding Principals**
Pennsylvania’s Medical Marijuana Program Guiding Principles: 1) Medically focused program benefiting patients, 2) Effective Communication, 3) Consistent, competent & efficient, 4) Leading, innovative, research driven program, 4) Transparent.

**Link to ACT & Rules and Regulations**
- Act 16
  [http://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=2016&sessInd=0&act=16](http://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=2016&sessInd=0&act=16)
- General Regulation 1141
- Grower/Processor Regulations 1151
- Dispensary Regulations 1161

**Introduction to Medical Marijuana: History**
Cannabis, as a therapeutic option for a wide variety of ailments, can be found in nearly every culture dating back to nearly 3000 B.C. From China to India, the Middle East to Ancient Greece, the plant has been used in different forms to help ease discomfort and heal the body.

In 1850, Cannabis was added to the U.S. Pharmacopeia and by the 1930’s, sold by two American Pharmaceutical companies, Parke-Davis and Eli Lily. Primary indications were as an analgesic, an antispasmodic, and as a sedative.

Cannabis Sativa L. has over 500 naturally occurring compounds such as phyto-cannabinoids, terpenes, flavonoids, fatty acids, and other non-cannabinoid constituents. Over 100 different phyto-cannabinoids, including Cannabidiol (CBD), Cannabigerol (CBG), Cannabinol (CBN), and (−)-trans-Δ9-tetrahydrocannabinol (THC) have been identified and are being heavily researched for therapeutic properties. Most phytocannabinoids, including THC-A (the raw, acid form of THC), are not psychoactive.

Terpenes/Terpenoids such as myrcene, linalool, limonene and many others not only add signature aromatic qualities, but can also help in recommending specific strains to optimize...
desired therapeutic effect. Terpenes play key roles in receptor activity and binding, but are sometimes stripped out in certain extraction processes.

Each and every one of us, and nearly all animals as well, were born with an EndoCannabinoid System. We produce compounds (endocannabinoids), and have specialized receptors (CB1 & CB2) in our body which up-regulate and down-regulate this system. Examples of these compounds are Anandamide (also known as the “bliss” molecule) and 2-Arachidonoylglycerol (aka 2-AG). The endocannabinoids have been found in the body from the brain to breast milk, and research suggests a cannabinoid deficiency may be associated with Alzheimer's disease. Many compare or relate the EndoCannabinoid system to the Sympathetic and Parasympathetic nervous systems, with the ultimate purpose of helping to maintain homeostasis and optimal functioning of the body.

Example: THC binds with CB1 receptors, and has more sympathetic-like effects. Please note that the scientific literature and current research on Cannabis is significant and exponentially expanding. While challenging, it is important to make the effort to stay updated and informed on the latest developments and discoveries.

The safe, therapeutic application of phytocannabinoids, integrated with non-cannabis therapies intended to treat pathology and enhance an individual's Endocannabinoid system “tone”, provide an exciting platform for both treating and preventing a wide range of ailments. We are in the early stages of a truly amazing time in health care.

**Serious Medical Conditions**
Cancer, HIV/AIDS, Amyotrophic Lateral Sclerosis (ALS), Parkinson’s Disease, Multiple Sclerosis (MS), Damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity, Epilepsy, Inflammatory bowel disease, Neuropathies, Huntington’s Disease, Crohn’s Disease, Post-Traumatic Stress Disorder (PTSD), Intractable Seizures, Glaucoma, Sickle cell anemia, Chronic pain and Autism.

**How Patients Register for an MM Card in Pennsylvania**
1. Apply through the Department of Health’s medical marijuana website when made available. [http://www.health.pa.gov/My%20Health/Diseases%20and%20Conditions/M-P/MedicalMarijuana/Pages/default.aspx#.V9dqxWUXKII](http://www.health.pa.gov/My%20Health/Diseases%20and%20Conditions/M-P/MedicalMarijuana/Pages/default.aspx#.V9dqxWUXKII)
2. Fill in forms which will require:
   a. The name, address and date of birth of the patient/caregiver.
   b. The name, address and telephone number of the practitioner and documentation from the practitioner that all of the requirements have been met.
   c. The signature of the applicant and date signed.
3. Include the certification issued by a practitioner.
4. $50 patient application processing fee. The department may waive or reduce the fee if the applicant demonstrates financial hardship.
5. Other information required by the department.
6. An identification card of a patient/caregiver expires within one year from the date of issuance. Annual renewal required to remain an active registered patient.

Sample Patient Profile

*Mark* - *Business Professional*

- Age: 36
- Profession: Interior Designer
- Marital Status: Single
- Hobbies: Work, travel, good food & wine.
- Health Profile: Recently tested HIV positive
- Health Habits: Health conscious
- Health Goals: Ward off pain, nausea, appetite loss and cachexia without taking numerous prescription drugs.

*Kendra - Busy mother of 4*

- Age: 39
- Profession: Wife/Mother
- Marital Status: Married
- Hobbies: PTA, Charity Events, Gym, Chauffer to Children, Husbands Work Events, Ladies Luncheons, Yoga, & Art
- Health Profile: Anxiety, depression, insomnia
- Health Habits: Very health conscious, active lifestyle, clean diet, social drinker, and Xanax/Ambien
- Health Goals: To maintain a healthy lifestyle without harmful drugs
**Lizzie – Extraordinary Child with a passion for animals**

- Age: 6
- Profession: Full time kid
- Hobbies: Dolls, coloring, bothering her brother, her hamster, and cooking with her mom
- Health Profile: Epilepsy
- Health Habits: On 10 to 12 narcotics a day to treat seizures
- Corpus colostomy
- Health Goals: Get off all pharmaceutical drug

**Henry – Elderly Gentleman**

- Age: 74
- Profession: Retired
- Marital Status: Married
- Hobbies: Reading, collecting cars, his grandchildren, fixing cars, Dateline and 60 minutes
- Health Profile: Recently Diagnosed with Colon Cancer
- Health Habits: Less active since being diagnosed with cancer. Tries to eat healthy but has a sweet tooth and craves red meat.
- Health Goals: Pain relief, treat nausea, gain weight & stop cancer cell production

**Morph – Addict - Addicted to Opiates**

- Age: 28
- Profession: Unemployed
- Marital Status: Single & dependent on his parents
- Hobbies: Sleeping, taking drugs, being alone, watching TV
- Health Profile: Opiate addict
- Health Habits: Messy wants to reinvent, drug addict wants off hard drugs
- Health Goals: Trying to reinvent himself & get off drugs
Approved Medical Marijuana Forms

- Pill
- Oil
- Vaporizer /Nebulizer
- Tincture
- Liquid
- Topical forms
  - Including, Gel, Cream, Ointment

Medical Science and Advisor Board

[Enter Org Chart]

Medical Condition Chart

[Attached as Appendix]

Medical Directors Duties

The primary responsibility of the Medical Director is to become and remain fluent and competent in the core subject areas of medical marijuana therapeutics, including pharmacology, efficacy, adverse effects, dosing, pharmacodynamics, drug-drug interactions, safety, concerns of use and abuse, and recognition of toxicity. A medical background and comprehensive understanding of research is mandatory, as an ideal Medical Director must recognize the difference between a true “study” and a “meta-analysis”, as the latter only carries the statistical weight to ask questions, not answer them. The review panel is likely keenly aware that such analysis is often headlined in the press as “the latest study” and as if their conclusions were “fact” rather than finding of associations. He or she is tasked with monitoring peer-reviewed medical journals for published information involving cannabinoids relevant to patient care. A Medical Director’s role in the dispensary operations is to competently and regularly review the medical literature and patient-care trends in dispensary operations. In practice, remaining current in the subject areas would entail a minimum of attendance at a CME accredited training forum. (Perhaps the most widely recognized is hosted by Patients Out of Time, but there are several other accredited forums). The position of the Medical Director would also entail a budget for his or her consultation with recognized experts, leaders in research and technology, and principal investigators in present or past studies. Most importantly, the Medical Director does not have patient care responsibilities, and can focus solely on keeping up-to-date on the published and unpublished advances in cannabinoid research, with discretion regarding the most appropriate areas for dispensary training. He or she is also directly responsible for the ongoing review and revisions to the Medical Director Handbook and/or Dispensary Agent Training Manual, and all dispensary training materials, including the accompanying written examinations.

The Medical Director will adhere to all rules and regulations outlined by the Department, both that which has been already established, as well as those yet to be determined.
Medical Director is directly responsible for the proper referral of patients to appropriate specialists, when applicable. He or she will be available to staff as needed, and represent the dispensary and ownership in the most professional manner. He or she will establish SOPs for communication between satellite locations and varying staff on duty.

The Medical Director will be required to complete 4 Continuing Medical Education (CME) hours from an accredited body each year. He or she must be capable of translating the science, pharmacology, and biochemistry at the forefront of cannabis research into appropriate, care-specific terms and analogies to inform and educate Dispensary Agents on the most current understanding of cannabis therapeutics, as well as train dispensary staff on the practical application of this knowledge “across the counter” to benefit patients.

He or she will ensure the other Medical staff are trained upon hiring, and maintain oversight on regular/on-going trainings, continuing education, seminars, publications, etc. This may include developing official training and testing material, “newsletters”, presentations, and other tools deemed to keep all staff updated on the latest Cannabis research and important developments in the industry.

Additionally, the Medical Director may also allocate a budget for his or her consultation with recognized experts, leaders in research and technology, and principal investigators in present or past studies. This may include additional members of the Medical Staff, when appropriate. A resource list with accredited programs, organizations, events, etc will be provided as part of Appendix.

Medical Professionals at the Facility

The Department will develop a four-hour training course for physicians, pharmacists, certified registered nurse practitioners and physician assistants regarding the latest scientific research on medical marijuana, including the risks and benefits of medical marijuana, and other information deemed necessary by the department. Successful completion of the course is required prior to working in dispensary.

- A dispensary shall have a physician or a pharmacist onsite at all times during the hours the dispensary is open to receive patients and caregivers.
- If a dispensary has more than one separate location, a physician assistant or a certified registered nurse practitioner may be onsite at each of the other locations in lieu of the physician or pharmacist.
- A physician may not issue a certification to authorize patients to receive medical marijuana or otherwise treat patients at the dispensary.
- Physician or healthcare provider will be available to support patient needs as it pertains to their specialty or level of familiarity, and may consult the prescribing physician before combining Medical Marijuana with any other substance, prescription or otherwise.

If a practitioner sets forth recommendations, requirements or limitations as to the form or dosage of medical marijuana on the patient certification, the medical marijuana dispensed to
a patient or a caregiver by a dispensary must conform to those recommendations, requirements or limitations.

If a practitioner does not set forth recommendations, requirements or limitations as to the form or dosage of medical marijuana on the patient certification, the physician, pharmacist, physician assistant or certified registered nurse practitioner employed by the dispensary and working at the facility shall consult with the patient or the caregiver regarding the appropriate form and dosage of medical marijuana to be provided.

- The potential risks and benefits of treating with cannabis should be evaluated, discussed with the patient, and compared to the risk/benefit considerations of conventional treatment

- In addition to other Department required information, all labels must contain:
  
  This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant's pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children.

- All medical professionals on staff are expected to stay current with the latest scientific research on medical marijuana. The Medical Director will also administer regular trainings and competency tests. **See Appendix for reference list**

### Required Training for Medical Professionals

**1141.48. Training (excerpts)**

(a) As required under the act, the following individuals shall complete a 2-hour training course developed by the Department within the times specified:

1. Each principal of a medical marijuana organization, prior to starting initial operation of a facility.
2. Each employee of a medical marijuana organization who has direct contact with patients or caregivers or who physically handles medical marijuana, within 90 days after starting work at the facility.

(c) A medical marijuana organization shall retain the attendance records of its principals and employees and make them available for inspection by the Department and its authorized agents upon request.

(d) The Department will make the 2-hour training course available at no cost to the medical marijuana organization, its principals or employees.
**Recommended Additional Training for Medical Directors**

Department has not developed their Medical Director training, however, we highly recommend Medical Director to be trained on the following topics, regardless:

- Pharmacology of Cannabis and its Active Components
- Potential Therapeutic and Adverse Effects of Cannabis
- Dosage Forms of Cannabis and Pharmacodynamic impact.
- Drug Interactions and Consumer Safety Issues with Marijuana Use
- Recognition of Symptoms of Substance Use Disorders and Acute Intoxication

**Training for Principals and Dispensary Employees Training**

The Department will develop a two-hour course for the principals and employees of a medical marijuana organization who either have direct contact with patients or caregivers or who physically handle medical marijuana.

- Employees must successfully complete the course no later than 90 days after commencing employment. Additional training and testing will be administered by the Medical Director - Principals must successfully complete the course prior to commencing initial operation of the medical marijuana organization.

The subject matter of the course shall include the following:

(i) Methods to recognize and report unauthorized activity, including diversion of medical marijuana for unlawful purposes and falsification of identification cards.
(ii) Proper handling of medical marijuana and record keeping.
(iii) Any other subject required by the department.

**Patient Education** - Each patient will be offered educational materials. Agent will be familiar with information and will record whether or not patient accepted materials.

**Safety insert** - When a dispensary dispenses medical marijuana to a patient or caregiver, the dispensary shall provide to that patient or caregiver, as appropriate, a safety insert. The insert shall be developed and approved by the Department.

**NOTE:** Physicians, employees or owner/operators will not permit anyone who appears impaired or abusing Medical Marijuana to purchase Medical Marijuana. Persons who exhibit slurred speech, confusion, and lack of coordination may be suspected of impairment. However, we recognize that these may also be symptoms of prescription medicine taken according to Dr. recommendation or of certain medical conditions themselves.

In general, Agent will dispense MM to those who exhibit a clear understanding of what they are receiving at the dispensary. If a patient is transported by a Taxi or Livery service, some minor signs of impairment need not prevent the dispensing of Medicine.
Medicine will always be refused to those exhibiting signs of impairment as well as abusive or other inappropriate behavior.

Additional Training for Principals and Employees

Department has not developed their 2-hour training course, however, we highly recommend dispensary employees to be trained on the following topics, in addition to,
(2) Proper handling of medical marijuana,
(3) Proper recordkeeping,
(4) How to prevent and detect the diversion of medical marijuana,
(5) Best practice security procedures,
(6) Best practice safety procedures, including responding to the following:
   (i) A medical emergency.
   (ii) A fire.
   (iii) A chemical spill.
   (iv) A threatening event including:
      (A) An armed robbery.
      (B) A burglary.
      (C) A criminal incident regardless:

Training Verification & Recordkeeping.

Under our operational model an employee is unable to participate in patient care or initiate employment until an initial training has been completed. In addition, an employee cannot continue employment without attendance and participation in the twice-yearly training and examination performed by the Medical Director. The verification method we intend to utilize is an objective measure, namely, that the completed examination, along with its score, is kept on file. The completed test thus provides reliable, consistent and tangible verification, assuring not only that the training was performed by the Medical Director, and attended by the individual, but also how well the employee performed. This verification method dovetails with the requirement for dispensary employees to review and become familiar with the Dispensary Agent Training Manual, as test scores will reflect the efforts dedicated to its review.

Medical Marijuana Methods, Forms, & Routes of Administration

Medical Marijuana: Information about different methods, forms, & routes of administration
The most common route for Medical Marijuana administration is inhalation. However, ingestion is increasingly popular.

When patients typically inhale medical Marijuana, the primary method of doing so has been smoking. Smoking the flower/buds burns the plant material and turns it into ash and tar, which in turn can potentially cause lung damage.
Pennsylvania law prohibits the smoking of Medical Marijuana.

There are multiple methods for administering a medication dosage of marijuana. This section will discuss the methods that are commonly used to administer medical marijuana. As the marijuana industry continues to grow, new forms of administering marijuana have been created. Modern day methods include vaporizing systems, infused products, edibles, nebulizers, tinctures and lotions. Because of the toxic effects of smoking marijuana with a butane lighter, these other options give a safe alternative to receiving medication. It is important to consult with a medical doctor to determine which method is best for you.

**Vaporization**
Vaporization is considered a safe and effective way to deliver the therapeutic components of marijuana without the toxic by-products of combustion. In this method, the marijuana is placed in the vaporization device and heated at a temperature of 350-400 degrees F. This causes the essential oils to volatilize or evaporate into a pure vapor. The vapor is collected and inhaled. The vapor contains no tar, hydrocarbons, benzene, carbon monoxide or other toxic products of combustion. Therefore, the respiratory risks that are associated with smoking are eliminated. Tinctures use ethanol alcohol (pure grain alcohol, not rubbing alcohol) to extract cannabinoids. With tinctures, you use droplet amounts that are absorbed through the mucus membranes of the mouth. Sublingual sprays are another form of tinctures. Ethanol alcohol is used to create the liquid and it is applied via a pump which sprays the cannabis-alcohol solution under the tongue.

**Cannabis Topicals (applied to the skin)**
Cannabinoid creams can be applied topically, on the skin, and absorb into the body tissues. This allows for direct application to affected areas. Such conditions that require cannabis topicals include allergic skin reactions, post-herpes neuralgia and muscle strain inflammation. Cannabinoids interact with CB1 and CB2 receptors which are located all over the body, including the skin. Topical cannabis use does not produce a psychoactive effect, which is different from eating or inhaling the medicine.

**Pharmaceutical Cannabis**
Pharmaceutical cannabis or cannabinoid drugs are those that have been standardized in composition, formulation and dose. These drugs have been developed to meet federal regulatory requirements for prescribing by physicians.

In Pharmaceutical Cannabis, the active psychoactive THC ingredient is a synthetic version: Dronabinol (Marinol) is a prescribed capsule that’s classified as a Schedule III drug. It’s used to treat nausea and vomiting that’s associated with chemotherapy for cancer patients. It’s also used for HIV/AIDS patients to increase appetite. Dronabinol contains a synthetic version of THC that’s suspended in sesame oil.

Sativex is a prescribed oromucosal (mouth) spray that alleviates various symptoms of multiple sclerosis (MS) and cancer. This includes neuropathic pain, spasticity, overactive bladder and other symptoms. Sativex is derived from two strains of cannabis. The principal active cannabinoid components are THC and CBD suspended in ethanol.
Patient Responsibility
Patients should treat medical marijuana just like any other medication, responsibly and with caution. Like many other medication, medical marijuana has different effects on different people. Therefore, medical marijuana should not be shared with friends, family members or children.

Medical marijuana should be properly stored; for the best results, save it in an airtight container. If you are buying dried marijuana, keep it out of the sunlight. Consult your healthcare provider to make sure you are using an appropriate dosage for your condition. Don’t overuse your medication. Make sure that you take the medication as recommended by your healthcare provider.

Information about possible side effects and contraindications.
A patient who is diagnosed with heart disease, pulmonary disease, schizophrenia, or who becomes pregnant should immediately consult with their recommending physician regarding their continued medical Marijuana usage. Anyone who is the primary care person for young children should consult their recommending physician regarding their medical Marijuana usage. Any patient who has continued side effects which are concerning to him or her, even with reduced Marijuana intake, should consult with their recommending physician.

If you drink alcohol on a regular basis, use prescription medications, herbs, supplements, or other non-prescription drugs there may be the potential for drug-drug interaction, and therefore you should consult your recommending physician. Also, if you have any changes in your physical or mental health condition, including depression or thoughts of suicide, consult your recommending physician, or your primary care physician. If you are taking Prozac consult with your physician. The drug-drug interaction may cause irritability, nervousness and excitability.

In spite of its many benefits there are some side effects that medical Marijuana use might produce:

“Dry Mouth and Increased Appetite”.

Medical Marijuana may cause thirst and/or hunger. Often thirst is associated with the initial stage of Marijuana use if it is inhaled. As time passes the thirsty feeling often gives way to hunger. Thirst and hunger are sensations our body is likely to confuse. We often feel hungry when our bodies are actually slightly dehydrated.

This is not a problem if the patient is using medical Marijuana to stimulate appetite or reduce nausea so they can eat properly. Cannabis can be very helpful for this.

However, if the patient is concerned about possible weight gain from overeating be sure to advise them to drink plenty of water. Drinking water will not only reduce thirst it will reduce the feeling of hunger. In general, it is unlikely that one would ever drink too much water. However,
if you take medication to regulate blood pressure, particularly a diuretic, you may want to monitor or suggest monitoring the patient’s blood pressure to be sure that the increased water consumption is not increasing blood volume.

“Anxiety and Paranoia”

People sometimes get a feeling of uneasiness or a general, unfocused distress when using medical Marijuana. Some people have feelings of guilt or that people are watching, criticizing or plotting against them. If a patient is experiencing these symptoms, try to help them relax, breathe deeply and slowly and try to avoid stressful environments. The feeling will subside. It may be a result of too high THC, and can sometimes be treated with Cannabidiol (CBD). However, if they are experiencing these symptoms repeatedly, patient may be over medicating. Typically, medical Marijuana has a gentle soothing effect on a patient. If you reduce your dosage and still have feelings of anxiety and/or paranoia you should consult your recommending physician.

“Red Eyes”

Often patients do get bloodshot eyes, don’t panic, it is usually temporary and harmless. This is a side effect of many medications and controlled substances. If the patient is concerned about going out in public, suggest using eye drops and wearing sunglasses.

“Sleepy or Can’t Sleep”

Medical Marijuana can affect people differently. Some people experience drowsiness, while others experience insomnia. Like the thirst to hunger pattern. Drowsiness versus insomnia is often associated with how long it has been since the medical Marijuana was consumed. In the first few minutes or couple hours it is more likely to feel energetic, or even restless and unable to sleep. As the effects of the Marijuana begin to wear off, one is more likely to feel drowsy. If the patient is feeling either of these affects, try reducing the strain or dosage. And generally avoid using Marijuana in the first or last couple hours of the day if possible.

“Loss of Short Term Memory”
This is a common side effect. Try to have patient avoid medical Marijuana use when they have complicated mental tasks to perform or reduce the dosage if they find it hard to concentrate on everyday tasks.

“Palpitations of the heart”

Unexpected changes in blood pressure and weak or unsteady heart beat may be a sign that the patient is overmedicating. If reducing the dose does not eliminate the side effect, suggest consulting the recommending physician or another healthcare professional. In addition to side effects which are typically mild, there are also conditions under which and circumstances in which there are contraindications for medical Marijuana use. When caring for children or peak job performance is required, medical Marijuana usage may be contraindicated. Also, until more research proves otherwise, pregnant women or breastfeeding mothers should refrain from medical Marijuana usage, because of the transmission of psychoactive compounds by the mother to her developing fetus or newborn. Those with heart disease should be aware of the potential for rapid heart beat and short term increases in blood pressure which may exacerbate the problems of heart disease.

Marijuana Strains & Purported Effects
There are multiple strains of marijuana that are available for patients who have obtained a medical marijuana registration card. The type of strain that a patient chooses should depend on the underlying medical condition that a medical doctor has diagnosed. But the process of choosing a strain can be confusing for patients because, apart from the primary strains indica and sativa, there are hundreds of cross strains and each one serves its own benefit. The following explanation provides a common sense approach to selecting the strain that’s most effective to treating your medically diagnosed condition. Before choosing a strain, it’s important to understand and anticipate the types of effects that you will feel. The effects are often separated into two categories, Head and Body. The effects of medicating with marijuana are felt almost immediately after taking a dosage.

Head Effect
Most marijuana strains affect the head or brain almost immediately. The effect can either consist of a heavy and foggy feeling or a clear and active feeling. The effect is ranked on a scale between 1 and 7; with 1 being heavy and foggy and 7 being clear and active. The Head Effect starts sooner than the Body Effect but tend to wear off sooner.

Body Effect
The body or physical effect is usually felt within 5-10 minutes after medicating with marijuana. The patient experiences a very relaxing and sleepy feeling or an uplifting and energetic feeling.
Body Effects can also be ranked on a scale from 1 to 7, with 1 being the most relaxing and 7 being the most uplifting. The body effects take longer to set in but last longer than Head Effects.

Strain Categories
For the purpose of this document, the marijuana strains have been organized into seven categories of the most common kinds of medicinal relief: Type 1 indicates the heaviest indica and Type 7 indicates the clearest sativa. In addition to the expertise of a medical doctor, the scale of categories can be used to indicate the best marijuana strain for your medically diagnosed condition.

<table>
<thead>
<tr>
<th>Heavy</th>
<th>Clear</th>
<th>Heavy</th>
<th>Even</th>
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<td>Hybrid</td>
<td>Hybrid</td>
<td>Sativa</td>
<td>Sativa</td>
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Type 1: Creates a long lasting pain relief with a heavy and intense head effect. This strain is recognized as a Heavy Indica. This strain is recommended for sleep, relaxation and pain. Examples of this strain include AK-47, Grand Daddy Purple, Romulan, MK Ultra, Peak 19 and Ogre.

Type 2: Creates a long lasting pain relief with a clear and easy head effect. This strain is recognized as a Clear Indica. This strain is recommended for day time pain relief. Examples of this strain include Blackberry Kush, Northern Lights, Morning Star, Sensi Star and Snow Cap.

Type 3: Creates a physical and mental balance that is more on the heavy side. This strain is recognized as a Heavy Hybrid. This strain is recommended for pain relief and relaxation that is not too drowsy. Examples of this strain include White Rhino, Purple Kush, Cotton Candy, Champagne and Grape Ape.

Type 4: Creates an even balance of Head and Body effects. This strain is recognized as an Even Hybrid. This strain is recommended for patients who do not want to be too active or too drowsy. Examples of this strain include S.A.G.E., Cali-O, Silver Haze, Cherry Pie and Northern Lights X Haze.

Type 5: Creates an even balance of head and body effects that is more on the clear side. This strain is recognized as a Clear Hybrid. This strain is recommended to obtain balance of head and body that’s more on the clear side. Examples of this strain include Odyssey, Blue Dream, White Widow, Blueberry and Cali-O.
Type 6: Creates an uplifting body effect with strong physical and mental relief. This strain is recognized as a Heavy Sativa. This strain is recommended for an intense and uplifting body feeling with a heavy head effect. Examples of this strain include Sour diesel, OG Kush, Jack Frost, Trainwreck and Headband.

Type 7: Creates an uplifting and clear effect without a physical side to it. This strain is recognized as a Clear Sativa. This strain is recommended for a clear head and energy. Examples of this strain include Kali Mist, Power Plant, Jack Herer, Durban Poison and Strawberry Kush.

Important Reminder
It’s important to remember that the effect of each strain has a ceiling plateau that can be received by the body at a certain time. This explains why patients gain a tolerance faster to certain strains than others. By choosing to use different strains, about three or four, it is easier to keep cannabinoid (THC and CBD) receptors ready to be activated by the next strain.

By using multiple strains to treat your medically diagnosed condition, you can reach the desired cannabinoid balance. It’s common for strains to have different effects on patients, that’s why it’s important for a patient to experiment with multiple strains and keep a record of the effects of each strain. This will help to determine which strains work best for your condition.
MEDICAL ADVISOR – CONDITION CHART

- **Oncology**
- **Pain Management**
- **Ophthalmologist**
- **Psychologist**
- **Neurologist**
- **Gastroenterology**
- **Epidemiologist**
- **Hematologist**
- **Infectious Disease**

---

**Inflammatory Bowel Disease**

- **Ankylosing Spondylitis**
- **Intractable Sphincter**
- **Multiple Sclerosis**
- **Neurogenic**
- **Nervous Tissue Damage**
- **Neuropathies**
- **Parkinson’s Disease**
- **PRED (Post-Enzymatic Stress Disorder)**
- **Single Cell Inflammation**

---

**HIV (Human Immuno-Deficiency Virus)**

**ARDS (Acute Respiratory Distress Syndrome)**

---

**Chronic Pain**

- Chronic pain is defined as pain lasting greater than 12 months and does not resolve with conventional therapeutic interventions and sympathetic activity is consistent with a differential diagnosis of nociceptor-mediated pain.

**Nervous Tissue Damage**

- Nervous tissue damage is defined as previous or current damage to neural tissue with objective neurological indicatons of neurological injury.

---

*CHRONIC PAIN = Defined as pain lasting greater than 12 months and does not resolve with conventional therapeutic interventions and sympathetic activity is consistent with a differential diagnosis of nociceptor-mediated pain.*

**Nervous Tissue Damage = Previous or current damage to neural tissue with objective neurological indications of neurological injury.*
APPENDIX - RESOURCE LIST (INCOMPLETE)

- Pennsylvania Department of Health - Medical Marijuana Program
  http://www.health.pa.gov/My%20Health/Diseases%20and%20Conditions/M-P/MedicalMarijuana/Pages/default.aspx#WKQK4HfGzVo

- Society of Cannabis Clinicians (SCC)
  Continuing Education: http://cannabisclinicians.org/medical-cannabis-continuing-education-cme-course/


- International Cannabinoid Research Society (ICRS)
  http://icrs.co

- Holistic Cannabis Academy (HCA)
  http://holisticcannabisacademy.com

- Americans for Safe Access http://safeaccessnow.org/
  This site has a vast array of policy, educational, and other topics.


- http://mjsurvival.com/
  Offers patient education information regarding medical Marijuana and a suggested method for tracking the effects of treatment in an example log book similar to the log book available in our dispensary.

  Provides an extensive guide of medical Marijuana strains and the conditions for which they might provide relief.

- http://norml.org/
  A comprehensive site offering education and other resources regarding medical Marijuana/marijuana law and policy issues.
RETAIL CONTENT CREATORS
PENNSYLVANIA APPLICATION
montecontent.com
Monte Content produces educational video content about cannabis that is broadcast directly into marijuana dispensaries.

By creating live, dynamic videos that engage consumers, we help dispensaries and cannabis brands utilize the retail space as an education opportunity.

Our videos optimize the retail experience by introducing customers to key safety concepts and products before and during the point of sale. The content focuses on regulation, safety and wellness providing patients with valuable information about cannabis.

Some of the images you’ll see feature products not available to patients in Pennsylvania. Once entering Pennsylvania, we will create specific videos relevant to that market.

**VIEW VIDEOS HERE**
www.montecontent.com/pa
password: keystone
Regulation is a crucial factor in any cannabis business. Our video content can help reinforce information about local laws and regulatory issues in the retail space. In addition to helping patients understand laws, the content is also a constant reminder to the staff, helping the business stay compliant. Once in Pennsylvania, we will produce specific videos that are relevant to local laws. These are some examples of videos on local regulations we've made for other markets.
SAFETY

For many, cannabis consumption is new and can be overwhelming. Patients will need to learn about how cannabis will affect them and which product is right for their ailment. This could take some trial and error, making educating patients on proper dosing and responsible consumption incredibly important. Our videos inform patients on the various cannabis products and include visual instructions on how to safely consume them. We also reinforce the message about safely storing cannabis away from non-patients especially children.

PRODUCT INFORMATION

Concentrates are products extracted from the cannabis plant.

Tinctures are an extraction of active cannabinoids from plant material.

Vape pens are easy to use and deliver lower doses of THC.

They are taken sublingually, or put under the tongue.

Top tips for safe consumption:

* Start low and go slow
* Never mix cannabis with alcohol
* Store cannabis products safely
* Keep out of reach of children
* Don’t drive after consuming cannabis
Cannabis is no doubt a powerful alternative medicine with known benefits. Our content introduces patients to the science behind the medicine in simple, approachable terms. The documentaries featuring patients also tell compelling stories about successes with medical cannabis.

**CANNABINOIDS**

- What is CBD?
- CBD is short for cannabidiol
- CBD is short for cannabidiol. One of many cannabinoids in the cannabis plant

**PATIENT PROFILES**

- Choosing cannabis was a huge decision for me
- My life is completely different now that I’m on cannabis. I’m functioning.

**TERPENES**

- Terpenes are the fragrant essential oils of cannabis
- Linalool: Therapeutic uses - Pain relief, Anti-inflammatory
- Pinene: The earthy herbal smell in pine trees
- Caryophyllene: The spice terpene
How is cannabis grown and how are cannabis products made? General education covers a broad spectrum of information about the plant and additional community focused content.

**CULTIVATION**

- **The Plant Is Then Harvested and Trimmed**
- **In about 3 Months The Plant Flowers**

**HOW PRODUCTS ARE MADE**

- **How Does Cannabis Go From the Plant to a Concentrate?**
- **Remaining Solvent Is Released Through the Bubbles**
- **Third Party Labs Test for**
  - THC Potency
  - Residual Solvents

**UPCOMING VIDEOS**

- The Endocannabinoid System
- PTSD and veterans
- Seniors and Cannabis
- History of Cannabis
- Cannabis Topicals
- Cannabis Testing
- What is CBD?

We also look to our clients to provide meaningful feedback about the content. Any topic that is relevant can take priority in the production schedule.
MONTE CONTENT NETWORK

CUSTOMIZED NETWORK
Dispensaries choose the content that their customers will see, creating a unique playlist of selections from our video library. The content primes the consumer at the committed, pre-purchase moment. We produce 3-4 new videos each month.

BRAND IDENTITY
The custom dispensary network is fully customized to showcase your brand. Broadcast over our content network, customers will see weekly specials and customized graphics.

POWER OF VIDEO
• Viewers retain 95% of information seen in a video.
• Consumers are 85% more likely to make a purchase after watching a video.
• 60% of purchasing decisions are made at the point of sale.
### IN-STORE CONTENT

**VIDEO CONTENT**
- Educate your customers with the latest videos
- Advertise your products
- Generate revenue with ad sales

**MONTE CONTENT DIGITAL SIGNAGE**
- $300 hardware upfront fee
- Per Screen: $200 / month
- Unlimited Screens: $2000 / annual
- Per Screen: $200 / month
- Unlimited Screens: $2000 / annual

### ADD-ONS

**ADD-ONS**
- Improve SEO and educate your customers
- Embeddable links to all videos to post
- $50 / month

**WEBSITE CONTENT**
- Logo animations
- Weekly Specials
- Custom branded messaging

**CUSTOM GRAPHICS PACKAGE**
- Logo animations
- Weekly Specials
- Custom branded messaging
- $1250

**GENERAL GRAPHICS PACKAGE**
- Logo animations
- Weekly Specials
- Custom branded messaging
- $750
Santino Adducci is an Emmy Award winning producer/director with over twenty years of experience working in broadcast television. Thanks to being on set with great chefs around the world, he has grown into an avid foodie himself and when he is not fixing something in the kitchen, he likes to spend time in his vegetable garden.

Miguel is an award winning dynamic film production force. A charismatic problem solver, he tackles on-set production problems and addresses post-production workflows with a veteran mentality. He makes projects a fun ride - whether en Español o Inglés.

Julie is a producer of all things media. With her experience in video production combined with sales and marketing, she’s helped clients big and small create compelling content to grow their business. She is also a co-founder of Women Grow, the largest cannabis industry networking organization.

Santino Adducci is an Emmy Award winning producer/director with over twenty years of experience working in broadcast television. Thanks to being on set with great chefs around the world, he has grown into an avid foodie himself and when he is not fixing something in the kitchen, he likes to spend time in his vegetable garden.
DOH REDACTED

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DOH REDACTED
DISPENSARY STANDARD OPERATING PROCEDURES

COMMONWEALTH OF PENNSYLVANIA
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INTRODUCTION

COMPANY MANUAL OVERVIEW

Keystone Relief Centers, LLC ("Company") is a business organization of Medical Marijuana experts who came together with the intention of creating a welcoming, professional, and safe environment for Medical Marijuana Patients (individually a "Patient" and collectively "Patients") in the Commonwealth of Pennsylvania. We strive to be successful in our mission, to provide high quality, consistent and innovative products to our Patients, in a compassionate, competent and efficient environment.

We base our foundation for success on meeting the individual needs of our Patients, while developing a Medical Marijuana program model for Pennsylvania and potentially, Nationwide. The Medical Marijuana Dispensary ("Facility" or "Facility Premises") will operate in strict compliance with Pennsylvania Act 16 and accompanying rules and regulations ("MM Act"), in addition to all applicable Local Agencies and the Pennsylvania Department of Health ("Department"). Our Facility Security Operations ensure the highest level of security, for the prevention of diversion, unlawful dispensing and or theft.

We are grateful for the opportunity to operate such a Facility in the Commonwealth of Pennsylvania, and we look forward to contributing to the development and enhancement of the Pennsylvania Medical Marijuana Program for years to come.

The following Standard Operating Procedures ("SOPs" or "Manual") are developed in strict compliance with the MM Act that cannot be altered without written approval from the Company’s Executive Director(s). SOPs Change Log located on page 121 of the SOPs.

The SOPs is intended to provide instructions and directions to Company Employees so that they can fully perform their job duties, and thus, deliver on the Company’s commitment to public, employee and Patient safety. Each Company employee should exemplify in each of his or her daily tasks, the mission and values of the Company, as described below.

VISION

The Company’s vision is to provide a high quality, diverse and consistent line of Marijuana Products to Patients and Designated Caregivers in the Commonwealth of Pennsylvania. The Company’s intentions are not to focus on size, but rather on quality, and to offer Patients the best in terms of quality, service, and compliance all while encompassing Pennsylvania’s Medical Marijuana Program Guiding Principles: 1) Medically focused program benefiting patients, 2) Effective Communication, 3) Consistent, competent & efficient, 4) Leading, innovative, research driven program, 4) Transparent.

The Company’s medical marijuana dispensaries (collectively the "Dispensaries") will focus on its unwavering dedication on providing Patients with nothing short of excellence, both internally and externally, which means the level of service and care will extend beyond the dispensary
walls. All business decisions made by the Company will be effectuated with the patients, community and MM Act in mind.

If we are able to provide the finest quality level of Marijuana Products, while at the same time complying with all rules and regulations of the MM Act, and a focus on continued education on testing and research, we feel we will be at the forefront of the Marijuana industry-setting the benchmark for others who wish to follow.

We have adopted a long-term approach to working with the Commonwealth in order to help create a Medical Marijuana system that is safe, efficient, and effective to not only the Commonwealth of Pennsylvania, but more importantly the Patients.

MISSION
The goal of Keystone Relief Centers is to be recognized as "Best in Class" medical marijuana dispensaries in the Commonwealth of Pennsylvania. We plan to achieve that goal by providing the finest quality products available and by delivering the highest standard of professional care, service and respect to every patient. All employees and associates must be dedicated to excellence in every aspect of the organization's activities and functions including: recruitment, diversity, education and training. We will strive to lead the industry with strict adherence to regulations, safety, cannabis testing and research and security. We will always strive to exceed expectations in customer and community relations.

CORE COMPETENCIES
The Company is here to play an active role in the Medical Marijuana Industry both locally and nationally, by better understanding the needs of people with serious medical conditions. We are each here to use our skill-set to improve the quality of life of our Patients, by providing high quality medical-grade, tested and dosed Medical Marijuana solutions. Our Core Competencies are:

- **CARE.** To provide local certified, registered Patients with safe and affordable access to pesticide-free, high quality manufactured and derivative edible and non-edible products which contain Medical Marijuana (sometimes referred herein as "Medical Marijuana Products" or "Medical Marijuana" or "MM Products") in a dignified and Patient-centric environment. We will focus on continued education on testing and research to ensure optimal Patient outcomes.

- **COMPASSION.** To convey to the Patients that their care and well-being are at the center of all that we do. To recognize that our Patients face an array of complex, and in some cases, very serious medical conditions, and that our Patients are trusting us to help them. We must honor that trust.

- **CULTURE.** To achieve a cohesive, goal-oriented, diverse and well-educated team that desires an optimal level of competency in the education and distribution of Medical Marijuana to all Patients from different backgrounds suffering from an array of serious medical conditions, list of serious medical conditions on page 7.

- **COMMUNITY.** To be passionate about the local community. To support, through our donation of both time and money, other holistic and health-oriented services. To acknowledge the communities pain points and assist by developing a Community
Benefits Plan for each participating community. With education and transparency in mind, we will educate the selected local communities on Medical Marijuana and the Pennsylvania Medical Marijuana Program.

- **COMPLIANCE.** To be accountable not only to the Patients, but to the Rules and Regulations as set by both our internal policies and the Commonwealth of Pennsylvania. To not just meet the minimum State and Local requirements for safety and accountability, but to strive to be as transparent as the laws will permit, in communication with our Patients, the community and the state. To set an example for others, that they may learn and benefit from and be willing to share our positive and negative experiences, so that we may all grow and become stewards of our own well-being and healthcare needs. And finally, to be a model for regulatory compliance and leadership.

**PHILOSOPHY AND OBJECTIVES**
The Company is organized to provide affordable access to clean Medical Marijuana Products. Serving registered Patients suffering from the following serious medical conditions:

- Cancer
- HIV/AIDS
- Autism
- Amyotrophic Lateral Sclerosis (ALS)
- Parkinson’s Disease
- Multiple Sclerosis (MS),
- Damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity
- Epilepsy
- Inflammatory bowel disease,
- Neuropathies
- Huntington’s Disease
- Crohn’s Disease
- Post-Traumatic Stress Disorder (PTSD),
- Intractable Seizures
- Glaucoma
- Sickle cell anemia
- Chronic pain

We strive to be a model Company, and we expect our employees to adhere to the highest possible standards of compassion, confidentiality, and legal integrity.

The Company operates in full compliance with the spirit of Pennsylvania’s Medical Marijuana Program, allowing our employees to provide quality controlled, tested Medical Marijuana Products in an environment that abides according to The Pennsylvania Department of Health’s vision and mission for the Pennsylvania Medical Marijuana Program.

According to the Pennsylvania Department of Health’s Medical Marijuana Program website, their vision and mission for the Pennsylvania Medical Marijuana Program is to develop and maintain a Medical Marijuana Program that is viewed as:

- Medically focused on benefiting Patients
- Providing an overall effective communication
• Consistent, competent & efficient
• Leading, innovative, research driven
• Transparent

FACILITY OVERVIEW
The Facility is split into seven (7) Areas, in an effort to promote the highest levels of security, safety, cleanliness, and a positive work environment. Each of the Areas have physical security barriers to ensure that only Authorized individuals may enter appropriate areas. The Areas are as follows:

1. Reception/Waiting Area – the space in front of the Receptionist Desk; the Reception Area where Patients, Designated Caregivers ("Caregivers"), and Visitors or Guests check in / wait.
2. Retail Area – where Patients/Caregivers can purchase Medical Marijuana Products; there may also be a Patient Counseling Room aside the Retail Area where the initial Patient Consultation will occur, if requested or needed, with an onsite medical professional.
3. Administrative Office – consists of area for training, conferences, and administrative duties.

5. Break Room – an area for Dispensary Agents ("Agents") to change, break and meal.

EMPLOYEE MANUAL

GENERAL
The Company employs highly trained personnel compliant with the MM Act to ensure the effective and proper safety, security, training, education, collegiality, teamwork, economic benefits, opportunities, and codes of conduct.

As such, the Company has developed, documented and implemented policies and procedures regarding job descriptions and employment contracts, including, without limitation: the duties, authority, responsibilities and qualifications of personnel; supervision of personnel; training and adherence to confidentiality requirements; periodic performance evaluations; and disciplinary actions. The Company maintains copies of the Standard Operating Procedures (SOPs) developed pursuant to this section of the Manual, and will provide copies to the Department for review upon request.

Maintaining the security and confidentiality of the Facility, and adhering to all local, state, and federal rules and regulations is of paramount concern to our Company. The Company holds its employees to a high standard of conduct and responsibility, to ensure the facility operates within the guidelines as prescribed.
The Company is committed to providing equal employment opportunity to all its applicants and employees while remaining in compliance with the MM Act. Moreover, the Company will not tolerate harassment, discrimination, or intimidation of our employees on any basis prohibited by law. The entire Management Team is committed to such policy, its enforcement, as well as ongoing compliance with all applicable statutes and regulations, including, without limitation, those related to background checks under the MM Act.

HIRING EMPLOYEE
The Employee Manual shall address the number of employee for each Position within the Facility, and the shift frequency necessary for adequate operation. The Dispensary Manager is responsible for maintaining and updating the Employee Manual, and ensuring that each of the employee has the requisite skill-set and experience requisite, to ensure the success of all Facility operations. The Employee Manual shall be based upon the SOPs, and shall be assessed and/or revised every 3 months.

BACKGROUND SCREENING.
Each employee must submit to a thorough background check prior to being hired, and will be required to renew it annually. This will require submitting Personally Identifiable Information, Fingerprint, and an Application to the Pennsylvania State Police. The Pennsylvania State Police will provide results to the Department of Health.

Thorough background checks, in addition to those conducted as required by the Department for employees, may include the following:

- Electronic fingerprints;
- Warrants and Warrants;
- Criminal History Search;
- Court Records Search;
- 7-Year Employment History;
- 7-Year Residential History;
- 3 Agency Credit Check;
- Drug Screening*

*Employees who are registered Patients may be exempt from the marijuana testing procedure. Pursuant to Section 1161.21(b)(3) A dispensary shall not allow a Patient to self-administer Medical Marijuana at its facility unless the Patient is an employee and follows the policies of the employer, if allowed. All Employees may be screened for other illicit drugs.

REASONS FOR REFUSAL TO HIRE.
Grounds for refusal to hire an individual to work in the facility may include any of the following:

- Providing false or omitting information on an application or employment documents;
- Felonies involving the use of weapons, fraud, embezzlement, major drug offenses, violent crimes, crimes against children or the elderly and financial crimes are instances where a person might not be considered for employment;
• Inconsistency of knowledge for the position;
• Negative recommendations from previous employers or others; and
• Inappropriate behavior displayed at any time (inability to accept criticism, arrogance, or hostility).
• Under 18 years of age

COMPANY ROLES & RESPONSIBILITIES

JOB DESCRIPTIONS, ROLES, AND RESPONSIBILITIES.

CHIEF EXECUTIVE OFFICER

The CEO is responsible for all facets of the operation, including financial oversight. The CEO is the leader of the management team with responsibility for managing all senior managers at the Facility. The CEO will have significant interaction with the principals/owners and all outside groups including state regulators, local government officials, and community groups.

SUPERVISED BY: Principals/Owners

EXAMPLES OF DUTIES:

• Daily management of senior management team
• Daily oversight and management of compliance practices
• Interaction with principals/owners to ensure the Company’s missions
• Serve as public face of the Company
• Maintain active outreach efforts to advance the mission and charitable purpose of the Company

PERFORMANCE REQUIREMENTS AND SKILLS:

• Leadership
• Exceptional communication skills
• Full understanding of MM Act
• Deep interaction with local opinion leaders, elected officials, and regulators
• Management ability for diverse array of operational functions
• Exceptional finance and reporting skills

EDUCATION/EXPERIENCE: Bachelor’s Degree, Master’s preferred in management or other applicable discipline. Ability to serve as the titular head of the organization and become its public face. Ability to carry out a not-for-profit mission while operating a fiscally sound organization a must.

PHYSICIAN/PHARMACIST

The Physician/Pharmacist shall be responsible for:
• Developing and providing training to Company employees on an annual basis, from the initial issuance date of the Company’s Dispensary permit, on the following topics:
  o Guidelines for providing information to Patients, related to the risks, benefits, and side effects associated with Medical Marijuana use;
  o Guidelines for providing support to Patients, relating to the Patient’s self-assessment of the Patient’s symptoms, including a rating scale for pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, and agitation;
  o Recognizing signs and symptoms of substance abuse; and
  o Guidelines for refusing to provide Medical Marijuana to an individual who appears to be impaired or abusing Medical Marijuana;
• Assisting in the development and implementation of review and improvement processes for Patient education and support, as provided by the Company;
• Providing oversight for the development and dissemination of educational materials for Patients and Caregivers, that include:
  o Alternative medical options for the Patient’s serious medical conditions;
  o Information about the possible side effects of and contraindications for Medical Marijuana, including possible impairment with use that would affect the operation of a motor vehicle or heavy machinery, caring for children, or job performance;
  o Guidelines for notifying the Physician/Practitioner who provided the written certification for Medical Marijuana, should side effects or contraindications occur;
  o A description of the potential for differing strengths of Medical Marijuana products;
  o Information about potential drug-to-drug interactions, including interactions with alcohol, prescription drugs, non-prescription drugs, and supplements;
  o Techniques for the use of Medical Marijuana and paraphernalia;
  o Information about different methods, forms, and routes of Medical Marijuana administration;
  o Signs and symptoms of substance abuse, including tolerance, dependency, and withdrawal; and
  o A listing of substance abuse programs and referral information
• Providing oversight for the development of a system for Patients and Caregivers, to document the Patient’s symptoms, to include:
  o A log book, maintained by the Patient and the Caregiver, in which the Patient or Caregiver may track the use and effects of specific Medical Marijuana Products;
  o A rating scale, for pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, and agitation;
  o Guidelines for the Patient’s self-assessment, or, if applicable, assessment of the Patient by the Patient’s Caregiver; and
  o Guidelines for reporting usage and symptoms to the Physician/Practitioner, providing the written certification for Medical Marijuana Products, and any other treating Physicians/Practitioners.
• Remaining onsite at the Facility during hours of operation.
• Completing a 4-hour training course developed by the Department prior to working at the Facility.
• The Physician/Pharmacist may not provide a written certification for Medical Marijuana Products, at any time, for any Patient.

**PHYSICIAN ASSISTANT/REGISTERED NURSE PRACTITIONER**

Should a single dispensary permit have multiple dispensary locations, the Physician Assistant/Registered Nurse Practitioner (RN) will be trained by the primary Physician/Pharmacist to resume the Physician/Pharmacist’s role and responsibilities at the appropriate Facility. The Physician Assistant/RN will also be responsible for managing the Patient Care Consultants.

**DIRECTOR OF OPERATIONS**

The Director of Operations is to ensure essential and efficient operation of the Facility, to include Inventory Oversight, Upper Management Oversight, Facility Compliance, Reporting and Recordkeeping. The Director of Operations shall ensure that the Facility remains current and compliant with all local laws, the Act, rules and regulations, to include Pennsylvania and Federal OSHA and DSHEA regulations. The Director of Operations shall ensure that all employees are properly trained in, and follow, the Company’s SOPs.

The Director of Operations will be responsible for:

- Maintaining Facility operations, via the Company’s SOPs;
- Ensuring and Maintaining the Facility’s SOPs are compliant with local, Pennsylvania, and federal rules, regulations and laws;
- Ensuring Facility Employees have completed, and thoroughly understand, the Company’s SOPs;
- Managing office functions of the Facility
- Random weekly checks for Inventory, Security, and the overall Facility condition;
  - Ensure compliance with inventory reporting requirements;
  - Ensure compliance with labeling requirements;
- Acting as a liaison to any local, Pennsylvania, federal, or departmental requests for information or inspections;
- Collaborating with all Departments to ensure smooth operation of the Facility.

Performance Requirements and Skills:

- Ability to operate Patient Management Software;
- Ability to communicate clearly and effectively in all situations with co-workers and Patients;
- Has knowledge of Pennsylvania Medical Marijuana laws, Medical Marijuana effects, and conditions that can be treated through the use of Medical Marijuana;
- Must be organized and patient;
- Ability to work under pressure without losing his or her composure;
- Ability to meet the needs of Patients and co-workers without constant supervision;
- Ability to solve practical problems;
• Must be proficient in operating office equipment, such as printers, scanners, and fax machines;
• Ability to multi-task many diverse types of workloads in a hectic environment; and
• Must have a warm and friendly personality.

Education and Experience Required:
• Associate’s Degree or equivalent from a two-year college or technical school, or six months to one year of related experience and/or training;
• Some POS experience, or specific experience with software such as MindBody is highly desirable; and
• Past experience as a restaurant manager, retail manager, or highly skilled customer service associate.

Physical Demands and other Requirements:
• This position requires periods of prolonged sitting and standing, some bending, stooping and stretching.
• This position requires a normal range of hearing, hand-eye coordination, and manual dexterity sufficient to operate a cash register, computer, telephone, calculator, etc.
• The position and its duties are to be performed in a busy Medical Marijuana Dispensary.
• The position will require almost constant contact with Patients and co-workers.
• The duties and responsibilities can be stressful, and may include dealing with Patient demands.

DISPENSARY MANAGER.

The Dispensary Manager is responsible for overall Facility compliance; leading the day-to-day operations; supervision of all Facility Employees; scheduling and timekeeping tasks; developing and managing vendor relationships; analysis of operations for efficiency; leading and supporting all employees with performance management, to include reward and recognition programs; and inventory quality control and reconciliation.

The Dispensary Manager is responsible for:
• Direction and oversight of all Facility operations;
• Displays and Inventory on the Facility Floor;
• Performance management goal-setting;
• Employee review;
• Implementation of SOPs;
• Cash handling and management responsibilities during each shift;
• Opening and closing of the Facility;
• Employee Schedule
• Assisting Patient Care Consultants;
• Ensuring that all Patients experience excellent care while in the Facility;
• Assembles the Inventory for racks that will be used by the Patient Care Consultant;
• Maintains upkeep of each display, to include updating displays as items sell out or come back into stock;
• Handles Patient concerns and resolves problems that the Patient Care Consultant is unable to;
• Ensuring cash on hand
• Prints and designs new display labels;
• Ensures that Patient Care Consultants opening and closing duties are finished;
• Assists with reconciling cash/debit discrepancies with POS; and

Performance Requirements and Skills:
• Ability to operate Patient Management Software;
• Ability to communicate clearly and effectively in all situations with co-workers, Caregivers and Patients;
• Has knowledge of Pennsylvania and federal Medical Marijuana laws, Medical Marijuana effects, and conditions that can be treated through the use of Medical Marijuana;
• Must be organized and patient;
• Ability to work under pressure without losing his or her composure;
• Ability to meet the needs of Patients and co-workers without constant supervision;
• Ability to solve practical problems;
• Ability to use general office equipment, such as printers, scanners, and fax machines;
• Ability to multi-task with many diverse types of workloads in a hectic environment; and
• Maintain a warm and friendly personality.

Education and Experience Required:
• Associate’s Degree or equivalent from a two-year college or technical school, or six months to one year of related experience and/or training;
• Some POS experience, or specific experience with software such as MindBody is highly desirable; and
• Past experience as a restaurant manager, retail manager, or highly skilled customer service associate.

Physical Demands and other Requirements:
• This position requires periods of prolonged sitting and standing, some bending, stooping and stretching.
• This position requires a normal range of hearing, hand-eye coordination, and manual dexterity sufficient to operate a cash register, computer, telephone, calculator, etc.
• The position and its duties are to be performed in a busy Medical Marijuana Dispensary.
• The Facility areas can be very loud due to numerous people, music, ventilation fans, etc.
• The position will require almost constant contact with Patients and co-workers.
• The duties and responsibilities can be stressful, and may include dealing with Patient demands.
Supervised by:

- Director of Operations

Supervises:

- Receptionist;
- Security;
- Inventory Manager; and
- Retail Coordinator

SECURITY

The mission of the Company’s Security team is to provide effective security and safety coverage of the Facility Premises to ensure that no Medical Marijuana Products are available to unauthorized persons.

The responsibilities for Security will include, but not limited to, the following actions:

- To notify and report to the Dispensary Manager on any irregularities or occurrences during their patrolling duties.
- To maintain and record all occurrences in the security logs.
- To ensure that the security post is kept clean at all times.
- To conduct regular checks/patrolling duties around the Facility Premises as required.
- Guarding the Facility Premises against intrusion or unauthorized entries.
- Protecting equipment and properties against act of vandalism, theft or sabotage.
- Permitting only authorized person visitors/ vehicles to enter the Facility Premises.

- Maintain a high standard of discipline and vigilance at all times.

INVENTORY MANAGER

The Inventory Manager is responsible for the input of all Inventory into the Facility’s POS Inventory Tracking Software, at the bulk level, and reconciliation of bulk amounts after the Inventory has been portioned into smaller amounts and ancillary products.

The Inventory Manager is responsible for:

- Collaborating with Growers/Processors on specific Inventory needs;
- Ensuring that all Medical Marijuana Products comply with the MM Act; and
- Maintain the proper inventory of supplies for the dispensing of Medical Marijuana Products.

Performance Requirements and Skills:
• Knowledge of Inventory Software System;
• Maintain strict hygiene standards and a clean work space;
• Account for all components of Inventory;
• Work collaboratively with the Growers/Processors on scheduling and output of Medical Marijuana Products;
• Thorough understanding of units of measurement; and
• Knowledge of Label Software and its interface with the POS.

Education and Experience Required:

• Associate’s Degree or equivalent from a two-year college or technical school, or six months to one year of related experience and/or training;
• Some POS experience, or specific experience with software such as MindBody is highly desirable; and
• Prior management experience a plus.

Supervised by:

• Director of Operations; and
• Dispensary Manager

PATIENT CARE CONSULTANT.

The Patient Care Consultant is responsible for educating Patients on the benefits and potential side effects of Medical Marijuana. He or she must be knowledgeable about various Medical Marijuana Products, their effects, and the different modalities of the therapeutic use of Medical Marijuana. The primary function of the Patient Care Consultant is to dispense Medical Marijuana to Patients and Caregivers, as per Department rules.

The Patient Care Consultant is responsible for:

• Setting up and managing their own stations for assisting Patients and Caregivers
• Assisting and educating Patients with the selection of Medical Marijuana Products;
• Provide Patients with a “menu” of currently available Medical Marijuana Products;
• Input and access Patient records, confirming and tracking their identity and eligibility to purchase, available amounts, and all Patient disclosures;
• Enforce Medical Marijuana quantity limits;
• Receive payment and record procurement in the Facility Management System; and
• Provide Patients will all printed educational and supplemental materials.

Performance Requirements and Skills:

• Ability to operate Patient Management Software;
• Ability to communicate clearly and effectively in all situations with co-workers and Patients;
• Has knowledge of Medical Cannabis laws, Medical Cannabis effects, and conditions that can be treated through the use of Medical Cannabis;
• Ability to meet the needs of Patients and co-workers without constant supervision;
• Ability to solve practical problems;
• Ability to use general office equipment, such as printers, scanners, and fax machines;
• Ability to multi-task with many diverse types of workloads in a hectic environment; and
• Maintain a warm and friendly personality.

Supervised by:

• Dispensary Manager; and
• Physician Assistant/Registered Nurse Practitioner

RECEPTIONIST.

The Receptionist is responsible for greeting and registering Patients and Designated Caregivers, performing Patient Intake, confirming Patient Status, and providing overview and orientation materials.

The Receptionist is responsible for:

• Greeting and verifying all Patients and Designated Caregivers;
• Providing information regarding the Facility and its services, as well as information on Medical Marijuana Products, and the laws and regulations governing the use of Medical Marijuana in the Commonwealth of Pennsylvania;
• Ensuring all Patients, Caregivers, and Visitors are checked in and out into the Electronic Verification System;
• Answering the phone, take messages, and direct incoming calls to the correct individual;
• Receiving all mail and non-Medical Marijuana related packages;
• Maintaining the cleanliness and needs of the Waiting/Lobby Area; and
• Maintaining an accurate online Patient database, to include organizing paperwork, data entry, scanning, printing, and faxing documents.

Performance Requirements and Skills:

• Ability to operate Patient Management Software;
• Ability to communicate clearly and effectively in all situations with co-workers and Patients;
• Has knowledge of Medical Marijuana laws, Medical Marijuana effects, and conditions that can be treated through the use of Medical Marijuana;
• Must be organized and Patient;
• Knowledge of email, web search engines, Microsoft Word and Excel;
• Ability to work under pressure without losing his or her composure;
• Ability to meet the needs of Patients and co-workers without constant supervision;
• Ability to solve practical problems;
- Ability to use general office equipment, such as printers, scanners, and fax machines;
- Ability to multi-task with many diverse types of workloads in a hectic environment;
- Maintain a good memory; and
- Maintain a warm and friendly personality.

Education and Experience Required:

- Associate’s Degree or equivalent from a two-year college or technical school, or six months to one year of related experience and/or training;
- Some POS experience, or specific experience with software such as MindBody is highly desirable; and
- Past experience in customer service a plus.

Supervised by:

- Dispensary Manager

EVALUATION AND REPORTING

The Employee Manual shall identify the policies, procedures and processes used by the Director of Operations to manage employees throughout the Facility’s operations. Each Departmental Procedure is assigned an employee pool, projected needs and responsibilities, training, management, and evaluation needed for successful transition from hiring, staffing, and termination.

The Employee Manual shall be updated every 3 months, according to the needs of the Facility, during its opening, operation, expansion and maturity. The Director of Operations shall receive continual input from the Supervisors, as to each employee and position is being utilized. The Supervisors shall oversee the employees in each of their respective Departments.

Staffing is based on performance and Patient base growth. The Director of Operations and Supervisors shall review gaps in efficiencies and skill sets, and the Director of Operations and Principal shall have the approval over employees.

Supervisors will assist the Director of Operations in determining employee requirements and responsibilities. All participants shall assist in advertising, screening, interviewing, hiring, vetting, and continued compliance of each employee and/or potential employee. They shall:

- Identify a need;
- Assign Employee classifications;
- Prepare employee descriptions;
- Advertise Position;
- Review Resumes and Applications;
- Filter candidates based upon relevant experience, complimentary skills, and a strong potential for growth and learning;
- Perform reference checks on qualified candidates;
- Verify address, education, former and current employment;
- Record former Supervisor information if hiring internally;
- Schedule first interview with Appropriate Supervisor/Manager;
- Schedule final interview with Director of Operations or Physician/Pharmacist;
- Deliver Offer Letter or Denial

SUPERVISION OF FACILITY EMPLOYEES

CONFIDENTIALITY REQUIREMENTS.

Each Company employee is required to complete Employee Training, as well as read, understand and sign the Company’s Confidentiality Agreement.

"Confidential Information" shall mean all the content relating to, used in or arising out of the Facility’s business, finances or other operations and held by, owned, licensed, or otherwise possessed by Facility (whether held by, owned, licensed, possessed or otherwise existing in, on or about the Facility’s offices, residence(s) or customers and regardless of how such Content came into being, as well as regardless of who created, generated or gathered the Content), including, without limitation, all content contained in, embodied in (in any media whatsoever) or relating to the Facility or the Facility’s Employee’s ideas, creations, works of authorship, works of visual art, business documents, contracts, licenses, business and non-business relationships, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists and data, sales data, cost data, profit data, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, test results, product or service literature, product or service concepts, manufacturing or sales techniques, process data, specification data, know-how, show-how, software, data bases, research and development information and data; provided, however, that Confidential Information shall not include information or data “generally publicly known”. The phrase in the previous sentence “generally publicly known” shall not be deemed to include the content set forth in patents despite the fact that patents have been published by the federal government, unless such embodiment has otherwise been the subject of a publication for general public consumption (other than publication as a patent) or if that embodiment is otherwise utilized generally by Persons in the United States of America in the industry or market within which the Facility competes. All provisions protecting Confidential Information in this Agreement shall be deemed to also protect “Facility’s Trade Secrets” as well, but references to "Facility’s Trade Secrets" shall not be deemed to automatically refer to Confidential Information.

As a condition of employment, Facility employees thereby understand and acknowledge that the Confidential Information has been developed or obtained by the Facility by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special, and unique asset of the Facility which provides the Facility with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Facility Employee of Confidential Information, each Facility Employee agrees as follows:
a. **No Disclosure.** Each Facility Employee will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Facility.

b. **No Copying/Modifying.** No Facility Employee will copy or modify any Confidential Information without the prior written consent of the Facility.

c. **Unauthorized Use.** The Facility Employee shall promptly advise the Facility if the Facility Employee becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

d. **Application to Vendors, Contractors or Customers.** The Facility Employee shall not disclose any Confidential Information to any vendors, contractors or customers of the Facility, except those vendors, contractors or customers who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of their position or agreement with the Facility. Each permitted vendor, contractor or customer to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this section at the request of the Facility.

If it appears that a Facility Employee has disclosed (or has threatened to disclose) Confidential Information in violation of this section, the Facility shall be entitled to an injunction to restrain the respective Facility Employee from disclosing the Confidential Information in whole or in part. The Facility shall not be prohibited by this provision from pursuing other remedies, including a claim for losses or damages.

Upon the written request of the Facility, the Facility Employee shall return to the Facility all written materials containing the Confidential Information. The Facility Employee shall also deliver to the Facility written statements signed by the recipient certifying that all materials have been returned within five (5) days of receipt of the request.

**PERFORMANCE EVALUATIONS.**

All Facility employees shall undergo periodic and quarterly performance evaluations in accordance with the Company’s SOPs.

Fiscal year quarters are defined by the following dates:

- Q1 January 1st – March 31st
- Q2 April 1st – June 30th
- Q3 July 1st – September 30th
- Q4 October 1st – December 31st

Each performance evaluation is to be conducted by the employee’s Supervisor. See Appendix A for Performance Evaluation Form.

**DISCIPLINARY ACTIONS.**

All Facility employees shall be subject to Progressive Disciplinary Action as listed in these SOPs.
**TERMINATION.**

The Company will terminate employment if employee dispenses or otherwise diverts Medical Marijuana Products to a person who is not authorized by law to possess Medical Marijuana in accordance with the provisions of Pennsylvania law; has been convicted of an excluded felony offense; or engages in an activity that is expressly prohibited.

It is the Company's Policy to ensure that Employee Terminations are handled in a professional manner with minimal disruption to ongoing work functions. Upon approval from the Company’s Principals, the Director of Operations may terminate any Employee, for any reason.

**DEPARTMENT REPORTING.**

In accordance with Section 1141.39 of the Medical Marijuana General Provisions Temporary Regulations, the Company is to notify the Department for when there is a change in control of the Medical Marijuana organization, through an application approval process.

**EMPLOYEE FACILITY MANUAL**

The Company considers employees of our Facility to be one of our most valuable resources. This Employee Facility Manual has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this Facility Manual. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning any specific matters, such as the applicability of a policy or practice to you, you should address your specific questions to the Manager of your particular Department. Neither this Manual nor any other Facility document confers any contractual right, either express or implied, to remain in the Facility’s employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the Company, or you may resign for any reason at any time. No supervisor or other representative of the Facility (except the CHO) has the authority to enter into any agreement for employment for any specified period of time to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This Manual and the information in it should be treated as Confidential. No portion of this Manual should be disclosed to others, except Facility employees and others affiliated with the Facility whose knowledge of the information is required in the normal course of business.

Some subjects described in this Manual are covered in detail in official policy documents and other Facility Manuals. Refer to these documents for specific information because the Manual only briefly summarizes those guidelines and procedures. Please note that the terms of the written policies are controlling and override any statements made in this or other documents.
EMPLOYEE MANUAL ACKNOWLEDGMENT AND RECEIPT

I have received the current Company employee handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by my supervisor, or by his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that the Company reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of the Company, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or the Company at any time, with or without cause, and with or without notice. Nothing contained in the policies, procedures, handbooks, or any other documents of the Company shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

This handbook is the Company’s property and must be returned upon separation.

______________________________  __________________________
Signature                                Date

Print Employee Name

DIVERSITY

EQUAL EMPLOYMENT OPPORTUNITIES STATEMENT.

The Company provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. The Company complies with applicable Pennsylvania and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.

The Company expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of Facility employees to perform their expected job duties is absolutely not tolerated.

ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE.
The Company is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Company expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of the Company to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. The Company prohibits any such discrimination or harassment.

The Company encourages an open atmosphere in which any problem, complaint, suggestion, or question receives a timely response form the Company’s Supervisors and Management, especially the reporting of all perceived incidents of discrimination or harassment. It is the policy of the Facility to promptly and thoroughly investigate such reports. We expect all Company employees, regardless of hierarchy, to treat each other with mutual respect, and the Company prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

**DEFINITION OF HARASSMENT**

- Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; b) submission to or rejection to such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

- Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual’s body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

- Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably
interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

- Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's Facility Premises or circulated in the workplace, on Facility time or using Facility equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

INDIVIDUALS AND CONDUCT COVERED

- These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Company (e.g. an outside vendor, consultant or customer).

- Conduct prohibited by these policies is unacceptable in the workplace and in any work related setting outside the workplace, such as during business trips, business meetings and business-related social events.

COMPLAINT PROCESS

- Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor or any member or management. Present the problem immediately after it occurs, and if the Supervisor or Manager is unavailable, speak with Management that is available.

- When possible, the Company encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Company recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

- The Company encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

- Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

- Confidentiality will be maintained throughout the inventory process to the extent consistent with adequate investigation and appropriate corrective action.

- Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to
disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

- If a party to a complaint does not agree with its resolution, that party may appeal to the Director of Operations.
- False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

Not every problem can be resolved to everyone's total satisfaction. However, our Company believes that honest communication – through discussion and listening to each other – we can build confidence between employees and Management, so as to make the Facility a better place to work.

**AMERICANS WITH DISABILITIES ACT (ADA) AND THE ADA AMENDMENTS ACT (ADAAA).**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the Company to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our Company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Facility.

**EMPLOYMENT**

**EMPLOYMENT CLASSIFICATION CATEGORIES.**

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Company.

**NON-EXEMPT EMPLOYEES**
Employee whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

**EXEMPT EMPLOYEES**

Generally, managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt Employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

The Company has established the following categories for both nonexempt and exempt employees:

- **Regular, Full-Time**: Employees who are not in a temporary status and who are regularly scheduled to work the Facility’s full-time schedule of 37.5 hours per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.

- **Regular, Part-Time**: Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but at least 20 hours each week. Regular, part-time employees are eligible for some of the benefits offered by the Facility subject to the terms, conditions and limitations of each benefits program.

- **Temporary, Full-Time**: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the Facility’s full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

- **Temporary, Part-Time**: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the Facility’s full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary workers are not eligible for Company benefits unless specifically stated otherwise in Company policy or are deemed eligible according to plan documents.

**ATTENDANCE POLICY.**

The Company depends on its employees to be at work at the times scheduled. Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including termination. Any employee with tardiness or unexcused absences that exceed 3 occurrences within a 90-day period may face disciplinary action. Continued tardiness, or absences beyond the initial warning, may warrant further disciplinary action, up to and including termination. For purposes of this Manual, an occurrence is one day or a group of days in a row. Tardiness is when an employee is ten or more minutes late to their shift.

Absence from work for three (3) consecutive days without properly notifying your manager will be considered a voluntary resignation. After two (2) days absence, you may be required to provide documentation from your Physician to support an injury – or illness – related absence, and to
ensure that you may safely return to work. Unplanned absences supported by a note from your
Physician will not count as unexcused.

Except in the case of emergencies, requests for time-off must be made at least fourteen (14) days
before the date of absence. For each request, a Request for Time Off Form must be completed and
submitted to your Manager, using the Company’s web-based portal. The Manager will then check
to ensure there are no conflicts for the dates/time requested on their RTO (Request for Time Off)
calendar, or with any other business needs. If an employee expects to be absent from their work
for an approved reason (e.g., paid time-off or a leave of absence), the employee shall notify the
Manager of the upcoming absence as soon as possible, but no later than fourteen (14) days before
the date of the absence.

Where possible, medical and dental appointments should be scheduled around the employee’s
assigned work hours; otherwise, they may be considered absences without pay. If the employee
is unable to schedule an appointment before or after his or her shift, the employee shall be required
to make the necessary arrangements with the Manager.

If an employee unexpectedly needs to be absent from or late to their Shift, the employee must
notify his or her Manager at least one (1) hour prior to the start of the scheduled workday that the
employee will be late or absent for, and the employee shall provide the reason. If the Manager is
not available, the employee shall contact the next Supervisor in charge, leaving a phone number
where the employee can be reached. Failing to properly contact the Facility may result in a
disciplinary action. The employee’s attendance record (absenteeism and tardiness) is part of the
employee’s overall performance rating, and will be including during his or her review.

TIME KEEPING PROCEDURES.

The Company will utilize “When I Work”, an online employee scheduling software and time
clock, for all employee time keeping and scheduling. The Dispensary Manager will be responsible
for training employees on the Company’s specific rules for recording time worked using When I
Work. No employee is permitted to record another employees time. If an employee forgets or has
difficulty, the employee must notify the Manager so that an adjustment can be made to reflect
actual time worked. Employees must clock-in according to their schedule. Clocking-in, out, early,
late, or for any overtime is strictly prohibited without prior Manager approval.

Hourly employees shall be paid for all time worked. Hourly employees are required to clock-in
when he or she first commences work, and to clock-out when the employee is finished with his or
her work for the day.

Hourly employees are expected to comply with the Company’s rest and meal break policy. This
shall include clocking-out and back in at each and every rest or meal break period.

Employees are to record all their time spent in the performance of their job duties, to include going
to-and-from the employee’s workstation, time spent on any actual turnover activities, and on
donning required uniforms or required PPE. Employees shall be paid for this time. However, time
spent commuting to-and-from work is not compensable, and employees will not be paid for this time.

No Manager shall be allowed to require an hourly employee to work "off-the-clock," as this type of work is prohibited. It is a very serious violation for a Manager to instruct an hourly employee to work without clocking their time. Employees are to immediately report any such violation to the Director of Operations and/or Dispensary Manager.

No employee shall be allowed to record the work time of another employee, nor request that another employee fill in their time worked. Under no circumstances is any employee to alter or tamper with another employee time worked records.

Any and all changes or corrections to an employee's time worked must be approved and made by the employees designated Supervisor.

Failure to follow any of the above practices may result in employee discipline, up to and including termination.

INTERNAL TRANSFERS AND PROMOTIONS.

Employees with more than twelve months of service may request consideration to transfer to other jobs as vacancies become available and will be considered along with other applicants. At the same time, the Company may initiate transfers of employees between departments and facilities to meet specified work requirements and reassignment of work requirements.

The Company offers employees promotions to higher-level positions when appropriate. Management prefers to promote from within and may first consider current employees with the necessary qualifications and skills to fill vacancies above the entry level, unless outside recruitment is considered to be in the Facility's best interest.

To be considered, an employee must have held their current position for at least 12 months, have a satisfactory performance record and have no disciplinary actions during the last 12 months. Management retains the discretion to make exemptions to the policy.

NEPOTISM, EMPLOYMENT OF RELATIVES AND PERSONAL RELATIONSHIPS.

The Company wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform Management of the relationship.
The Company reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

**PROGRESSIVE DISCIPLINE.**

Every employee has the duty and the responsibilities to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

The Company supports the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our organizational values, HR best practices and employment laws.

Outlined below are the steps of our progressive discipline policy and procedure. It is the Company’s policy that managerial efforts should be concentrated on the prevention of serious personnel problems and misconduct, rather than disciplining employees for errors. An employee being disciplined shall be provided with an explanation of what he or she did wrong, and the employee should clearly understand what is expected of him or her. For repeated but relatively minor incidents of substandard performance, misconduct, or rule violations, corrective counseling and discipline may be progressive. The Company reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee’s work record; and the impact the conduct and performance issues have on our organization. Each occurrence of discipline will be documented within the employee’s file, and noted during the Performance Evaluations.

Some of the factors that Management will consider in each instance, when determining the appropriate level of discipline, include: (1) whether the misconduct or performance issue has recurred, despite coaching, counseling, and/or training; (2) the employee’s past work record; and (3) the impact that the misconduct and/or performance issues have on the Company and Facility’s operations.

The following outlines the Company’s progressive discipline process:

- **Initial Discussion:** An initial discussion creates the opportunity for the affected employee’s immediate Management to schedule a meeting with the employee, and bring to light the existing performance, misconduct, or attendance issue. The Manager shall discuss the nature of the problem or violation with the employee, and reference specific Company Policies and Procedures. The Manager shall outline expectations and steps that the employee must take in order to improve performance or resolve the problem.

- **Verbal Warning:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee’s file for future reference.
A formal Verbal Warning is generally appropriate for first-time offenses that do not relate to compliance or Patient service issues, issues that the Manager considers as relatively minor, and/or issues that the Manager believes unlikely to reoccur.

- **Written Warning:** Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning. The Company would hope that the performance, conduct, or attendance issues identified during the Verbal Warning, would have been corrected. However, when an employee's misconduct becomes a pattern or intentional, when an employee's misconduct implicates Patient service issues, or when the employee's misconduct or work rule violation demonstrated negligence, a Written Warning becomes appropriate. The employee must then meet with Management for further discussion, review, and a summary of proposed corrective actions. It is at this point that Management may require a Performance Improvement Plan (PIP).

- **Performance Improvement Plan:** Wherever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the organization. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur.

- **Suspension:** Performance, workplace misconduct, safety incidents, or work rule violations may be so problematic and serious, that the most effective action may be the temporary removal of the employee from the Facility. When this action becomes the only necessary form of corrective action, Management must complete a Workplace Investigation to consider whether the employee should be subject to Termination. Preparing for such, the Company may suspend the affected employee following consultation with the employee's immediate Supervisor. Depending on the issue's level of severity, the affected employee may be suspended without pay, in full-day increments consistent with federal, state, and local wage-and-hour employment laws.

- **Discharge:** The most serious step in the Progressive Discipline Procedure is termination. Generally, the Company will exercise the progressive nature of this procedure by providing warnings and/or suspension from the Facility before proceeding to termination. However, the Company reserves the right to forego these steps and proceed to an immediate termination, depending upon: the particular circumstances of the situation; the nature of the misconduct, work rule violation, or performance issues; and the employee's past
employment record. Further, employees may be terminated without any prior notice or disciplinary action.

Some misconduct or work rule violations are not typically subject to the Company’s standard Progressive Discipline Procedures. Under some circumstances, it is important for the Company to respond to issues consistently, in order to demonstrate that there is zero tolerance for serious problems. Representative examples of serious problems include:

- Illegal activities on the Facility Premises (including theft and product use);
- Reporting to work impaired, due to being under the influence of alcohol or drugs;
- Bringing a weapon onto the Facility Premises;
- Sexual harassment, discrimination, and physical or sexual assault of Patients or co-workers;
- Destruction of property;
- Purposeful conduct intended to result in noncompliance;
- Misrepresenting facts on a resume to secure employment;
- Serious violations of the Company’s Confidentiality Agreement;
- Ongoing unexcused absences.

The Company reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

While carrying out the Disciplinary Action, it’s important that the employee understands:

- The Company’s goal is to build trust with its employees, and as such, all Disciplinary Actions shall be kept confidential between the Facility’s Management and the employee.
- A careful diagnosis of the problem will be made, to determine whether disciplinary action is appropriate.
- Minimizing such occurrences is of utmost importance to the Company, so the Management will ensure the Agent understands fully the performance discrepancy or work rule violation, so that the employee can also fully understand what needs correction.
- It is important that the employee have ample opportunity to explain the situation so that the Company and its Management Team have all of the relevant facts.
- It is important to the Company that great thought is put into deciding whether or not discipline is the appropriate tool for the occurrence. If Management believes that coaching or performance appraisal would be sufficient to garner the employee’s attention, then that route shall be explored.
- Management shall provide specific recommendations and requirements to help improve the employee’s future performance.
- Management shall make its best efforts to communicate clearly so that the employee can understand the consequences, should performance or conduct not improve.

**SEPARATION OF EMPLOYMENT.**
Separation of employment within an organization can occur for several different reasons.

- **Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. Management reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where job or business needs warrant such action. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.

- **Retirement:** Employees who wish to retire are required to notify their Department Manager in writing at least one (1) month before the planned retirement date.

- **Job Abandonment:** Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the Director of Operations at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

- **Termination:** Employees of the Facility are employed at an at-will basis, and the Facility retains the right to terminate an employee at any time.

**RETURN OF FACILITY PROPERTY.**

The separating employee must return all Company property at the time of separation, including uniforms, cell phones, keys, PCs and identification cards. Failure to return some items may result in deductions from the final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

**REHIRE.**

Former employees who left the Facility in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Director of Operations or the appropriate Department's management, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Supervisors must obtain approval from the Director of Operations prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.
PERFORMANCE EVALUATION.

Performance evaluations will be conducted quarterly, and will be based upon set criteria, to include, but not limited to: Patient service, product knowledge, punctuality, and adherence to the Company and Facility Policies and Procedures. Management shall use the Performance Evaluation Form, available in Appendix A.

WORKPLACE EXPECTATIONS

CONFLICTS OF INTEREST.

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of the Facility may conflict with the employee’s own personal interests. Company property, information or business opportunities may not be used for personal gain.

CONFLICTS OF INTEREST COULD ARISE IN THE FOLLOWING CIRCUMSTANCES:

- Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed with the Facility;
- Hiring or supervising family members or closely related persons;
- Serving as a board member for an outside commercial Facility or organization;
- Owning or having a substantial interest in a competitor, supplier or contractor;
- Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all Facility employees;

Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their Department Manager.

OUTSIDE EMPLOYMENT.

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with or compromise the Facility interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by the Facility. This prohibition also extends to the unauthorized use of any Facility tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work
overtime or different hours. If the Company determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

**ATTENDANCE AND PUNCTUALITY.**

Vacations and holidays must be scheduled with employee's Department Manager in advance. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the Agent has not yet exhausted available paid time off. Absences due to illness or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no-call/no-show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no-call/no-show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.

**ATTIRE AND GROOMING.**

**Dress Code**

The Company encourages personal expression, so long as it is consistent with our image of excellence and professionalism, it is allowed at the Facility. All clothing, shoes, and accessories must be clean and odor-free. Graphics and words may not be displayed on any article of clothing, except for Company approved graphics or words such as the word "Security" for appropriate employees, and Company branded clothing. Other approved graphics or words are limited to marijuana related brands that the Company is affiliated with. Branded clothing/accessory items are no longer allowed if the Company is no longer affiliated with said brands.

Company employees must not wear clothing that reveals cleavage, shoulders, back, chest, upper thighs, or stomach. Under garments must not be visible, and only close toed shoes may be worn. Any employee found in violation of this policy may be asked to go home, change and return to the workplace dressed appropriately according to this policy. Violations may result in disciplinary action.

**Personal Hygiene**
Proper grooming and hygiene must be maintained at all times. Employees who shave their face must keep it clean-shaven and without stubble. If an employee has a beard and/or mustache, it must be clean and adequately trimmed. Perfumes, colognes, and other strong scents shall not be worn while at work, as Patients or co-workers may have sensitivity to these products.

Employees must wash their hands with warm water and anti-bacterial soap after eating or smoking, after using the restroom, and before returning to work after a break.

**Smoking**

In consideration of the health and safety of all Facility employees, the Company maintains a tobacco-free workplace. Smoking is permitted in the designated smoking area off-premise of Company property, and should always be done at least twenty feet from a main exit, entrance, or operable window or otherwise in conformance with the local law. All cigarette butts must be thrown away in an exterior trash can when finished smoking. Please see Dispensary Manager about the designated employee smoking area.

**SANITATION**

The Company understands that cleaning, sanitation, and product safety is an important component of the Medical Marijuana industry because Patients with compromised immune systems utilize Medical Marijuana to improve their condition.

Our employee-training curriculum will provide critical procedures and instruction to employees to ensure all systems are in place to dispense medical cannabis safely. These systems also ensure that every employee understands how to implement these systems accurately.

Cleanliness, equipment, and sanitation protocols are included in the Company’s SOPs which will be utilized to train all appropriate dispensary agents.

Cleaning is an integral part of maintaining an environment that is free of chemical and biological contaminants. As such, proper cleaning will be performed regularly throughout the operations. Chlorine-based cleansers will be used on all open surfaces such as benches, countertops, or any equipment used for cannabis storage. Specific areas of the Dispensary may require more aggressive treatments such as fumigation by propylene oxide or similar fumigant to combat existing microbiological contamination or pests. All trays, buckets, other receptacles, platforms, racks, tables, shelves, utensils, or the machinery used in moving, handling, or other processes are cleaned daily.

Wiping cloths for cleaning and sanitizing must be available in every work area for equipment such as counters, Medical Marijuana dispensing stations, and utensils. Also, because bacteria grow and multiply in moist environments, moist wiping cloths must be stored in a bucket of water and sanitizer when they are not in use.

The disinfectant be at the proper concentration to ensure that the germs are destroyed and that the solution is not dangerous. The only sure way to measure the concentration is with a paper test strip. The white paper test strips will change to a medium blue if the chlorine is at the correct concentration between 50 and 100 parts per million.
Routine cleaning and sanitizing is carried out by the Company’s Dispensary employees and/or a hired cleaning contractor. All cleaning will be recorded on the Dispensary Cleaning/Sanitation Record by the operator performing the cleaning task. The form will include date, action performed, operator’s identification and any additional comments. The Dispensary Manager will sign and verify the status of the cleaning/sanitation actions on record as Satisfactory or Non-satisfactory.

**ELECTRONIC COMMUNICATION AND INTERNET USE.**

Company technology resources are to be used by employees only for the conduct of Facility business. Employees should understand that they have no right to privacy with respect to any use of Facility technology resources including, but not limited to, internet, email, voice mail, or any other form of electronic communication.

The following guidelines have been established for using the Internet, Facility-provided cell phones, equipment and e-mail in an appropriate, ethical and professional manner:

- Internet, Facility-provided equipment (e.g., cell phone, laptops and computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.

- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the Facility or be contrary to the Facility’s best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and Facility-provided equipment such as cell phones and laptops.

- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.

- Employees must not use the system in a way that disrupts its use by others. Employees must not send or receive large files that could be saved/ transferred via thumb drives. Employees are prohibited from sending or receiving files that are not related to work.

- Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.

- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the Facility.

**RIGHT TO MONITOR**

- All Company-supplied technology and Facility-related work records belong to the Company and not to the employee. The Facility routinely monitors use of Facility-supplied
technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

**SOCIAL MEDIA – ACCEPTABLE USE.**

Below are guidelines for social media use for employees at the Facility:

- Employees may not post financial, confidential, sensitive or proprietary information about the Facility, Patient, employees or applicants;

- Employees may not post obscenities, slurs or personal attacks that can damage the reputation of the Facility, clients, employees or applicants.

- Employees will not be responsible for Company social media postings. Marketing strategists/consultants hired by the Company will work alongside the Dispensary Manager to manage social media.

- The Facility may monitor content on the Internet. Policy violations may result in discipline up to and including termination of employment.

*Please note: A Social Media Waiver will be created for all employees to read and sign.

**COMMUNICATIONS AND RECORDING DEVICES.**

**TELEPHONES**

- Personal phone calls should only be made during non-working hours, or during such non-working time, such as on breaks and lunch.

- Personal use of Facility telephones for long distance calls by employees is not allowed, except in the course of their work, or in case of an emergency.

**CELLULAR PHONES**

- The use of cellular phones is limited to break or meal times, and may never be used at a work station. Cell phones may never be taken by an employee into a secure area.

**RECORDING DEVICES**

- No employee may photograph, tape, or otherwise record any person, document, conversation, communication, or activity that in any way involves the Facility or employees of the Facility; Patients or Caregivers; contractors, or any other individual with whom the Facility is doing business or intending to do business with, in any capacity.

- Photographing under this policy includes taking still or video pictures, film or digital.

- Taping or recording means recording any conversation or communication, regardless of whether the communication devices or equipment, or the method used to tape or record.

- Whether the conversation or communication takes place on or off the Facility’s Facility Premises is irrelevant.
AUTHORIZED SEARCHES.

Employee searches are authorized to protect property and ensure the safety of all employees, patrons and the Facility. The Facility reserves the right to conduct personal searches consistent with Pennsylvania law, including, but not limited to the inspection of any packages, parcels, purses, handbags, briefcases, lunch boxes, back packs, or any other possessions or articles carried to and from the Facility. Employees shall be provided with a secure area to store personal items.

Additionally, the Company reserves the right to search any employees’ office, desk, files, lockers, equipment, or any other area or article on the Facility Premise. All offices, desks, files, lockers, equipment, etc., are the property of the Company, and are issued for the use of employees only during their employment. Inspections and searches may be conducted at any time at the discretion of Facility, and with or without notice. Confidential items should not be brought to the Facility.

Any individual entering the Facility who refuses to cooperate in an inspection/search, conducted pursuant to this Policy, shall not be permitted to enter the Facility. Any employee who refuses to cooperate in an inspection, or is found to be in possession of stolen Company property or Product, shall be immediately placed on suspension without pay, pending an internal investigation. If, upon investigation, the employee is found to be in violation of the Facility’s Security Policies and Procedures, they may be prosecuted in accordance with city, county, Pennsylvania and federal laws.

SOLICITATIONS, DISTRIBUTIONS AND POSTING OF MATERIALS.

The Facility prohibits the solicitation, distribution and posting of materials on or at Facility property by any employee or non-employee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by the Facility management and Facility-sponsored programs related to the Facility’s products and services.

PROVISIONS:

- Non-employees may not solicit employees or distribute literature of any kind on Facility Premises at any time;
- Employees may not solicit other employees during work times, except in connection with a Facility-approved or sponsored event;
- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a Facility-sponsored event; and
- The posting of materials or electronic announcements are permitted with approval from Director of Operations.

FACILITY EMPLOYEE PERSONNEL FILES.
Facility Employee Personnel files are maintained by the Director of Operations and are considered confidential. Facility managers and supervisors may only have access to personnel file information on a need-to-know basis.

A manager or supervisor considering the hire of a former Facility employee or transfer of a current Facility employee may be granted access to the file, or limited parts of it, in accordance with antidiscrimination laws.

Personnel file access by current and former Facility employee upon request will generally be permitted within three days of the request unless otherwise required under state law. Personnel files are to be reviewed in the private office of the Director of Operations. Personnel files may not be taken outside the private office.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

COMPENSATION

PERFORMANCE AND SALARY REVIEW.

Performance appraisals are conducted on an annual cycle. Employees will receive a performance review on the established date each year. The performance appraisal will be discussed, and both the employee and manager will sign the form to ensure that all strengths, areas for improvement and job goals for the next review period have been clearly communicated. Performance evaluation forms will be retained in the employee's personnel file.

Merit increases are based on Facility performance and financials and are not guaranteed. A performance review does not always result in an automatic salary increase. The employee's overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary increase would be warranted.

Budget allocations for merit increases are planned for an allocated before the start of each calendar year. The annual salary increase program is designed to assist management in planning and allocating merit and promotional increases that reward individual performance, that are market competitive and that are internally equitable.

Salary adjustments are occasionally requested or warranted at times other than the employee's scheduled annual salary reviews. Out-of-cycle salary increases must be pre-approved by the Department Manager and CEO. The CEO will review all salary increase/adjustment requests to ensure internal equity and compliance with Facility policies and guidelines.

PAYMENT OF WAGES.

It is the Company's desire to pay all employee wages and salaries in a way that is competitive with other employers in the marketplace, and in a way that is motivational, fair, and equitable. Compensation may vary, based upon roles and responsibilities, individual and Company performance, and in compliance with applicable laws.
Salary payment is made biweekly for base salary due up to the pay date. Paydays are every other Friday.

Each Manager shall review and submit Agent time sheets electronically on the Monday of each payroll week. The Dispensary Manager shall review the time sheets for any potential errors. On Wednesday, the Dispensary Manager and Director of Operations shall review the employee time records once more, making any additional manual adjustments, such as pay rate changes, holiday or sick time, expense reports, etc.

The Company may use a Payroll Provider, who, once payroll is submitted, may prepare a Preview Report. The CEO and Director of Operations will review this report, and make any necessary changes, and then it shall be submitted for approval. Pay stubs shall arrive to Accounting on Thursday, and delivered to the Facility on Friday. The Company does not require Direct Deposit, although it is encouraged.

Overtime payment, which is included with the nonexempt employee’s base salary payment, is also paid biweekly with such payment covering hours worked in the prior biweekly period.

It is the Facility’s policy that employee paychecks will only be given personally to that employee, mailed to his/her home address or deposited through direct deposit, as set up by the employee either through a savings or checking account at the financial institution of their choice.

If the normal payday falls on a Facility-recognized holiday, paychecks will be distributed one workday before the aforementioned schedule.

In the event of a lost paycheck, the Director of Operations must be notified in writing as soon as possible and before a replacement check can be issued. In the event the lost paycheck is recovered and the Facility identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Facility within 24 hours of the time it is demanded.

If an employee’s marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Director of Operations.

Except for extreme emergencies and vacation pay, no salary advances will be made.

**PERFORMANCE AND SALARY REVIEW.**

The Facility may conduct an annual review of each employee. Manager feedback shall include a Performance Evaluation, 360-Degree Assessment, and an Extra Mile contribution appraisal. Salary and wage reviews typically occur in conjunction with the annual Performance Review process. The calculation and implementation of changes in base salary/wage, depending upon both Company and personal performance.

**MEAL/REST PERIOD.**

The scheduling of meal periods at the Facility is set by the Dispensary Manager with the goal of providing the least possible disruption to Facility operations.

**MANDATORY MEAL PERIOD**
Employee meal periods are important to Facility productivity and employee health. Employees who work at least 8 consecutive hours will be provided a meal break not to exceed 60 minutes. The meal period will not be included in the total hours of work per day and is not compensable. Nonexempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for meal periods.

REST BREAKS

Salaried employees, as they are paid a weekly salary regardless of the hours they work, may choose to take breaks as needed. Nonexempt employees are permitted a 15-minute rest break for each four hours of work. Nonexempt employees on rest breaks are not required to clock in and clock out because this time is considered “time worked” and is compensable.

IMPERMISSIBLE USE OF MEAL PERIOD AND/OR REST BREAKS

Neither the lunch period nor the rest break(s) may be used to account for an employee’s late arrival or early departure or to cover time off for other purposes – for example, rest breaks may not be accumulated to extend a meal period, and rest breaks may not be combined to allow for one half-hour long break.

OVERTIME PAY (NON-EXEMPT EMPLOYEES).

Non-exempt employees who exceed 40 hours of work time in a workweek will be paid time and one half. Paid leave, such as holiday, sick or vacation pay, does not apply toward work time. The workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on Saturday night.

Supervisors are required to obtain approval from Department Managers prior to the use of overtime. Employees who anticipate the need for overtime to complete the week’s work must notify the supervisor in advance and obtain approval before working hours that extend beyond their normal schedule.

During busy periods employees may be required to work extended hours.

ON-CALL PAY (NON-EXEMPT EMPLOYEES).

An on-call employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two (2) hours, whichever is greater.

Time worked while on call will be calculated at the employee’s regular rate of pay. If an employee is called back to work, he or she will be paid for travel time. If an on-call employee is not called back, no pay will be earned. Overtime compensation is applicable only when total hours worked exceed 40 hours in a workweek.

FACILITY EMPLOYEE TRAVEL AND REIMBURSEMENT.

Employee will be reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the Facility.
Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety. If a circumstance arises that is not specifically covered in the travel policies, the most conservative course of action should be adopted.

Travel for staff must be authorized in advance. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the traveler must submit a Travel Reimbursement Form and supporting documentation to obtain reimbursement of expenses. For more details, refer to the Human Resources Department for detailed travel policies, procedures and authorization and reimbursement forms.

Exempt employees will be paid their regular salary for weeks in which they travel. Nonexempt employees will be paid for travel time in accordance with federal and state wage payment laws.

**OPPORTUNITIES FOR ADVANCEMENT, PROGRESSION, AND EMPLOYMENT.**

The Company encourages promotion from within the Facility, and such promotion shall be dependent upon, among other things, training, experience, work record, and operational needs. However, the Company reserves the right to seek outside of the Facility for potential future employees.

**BENEFITS SUMMARIES AND ELIGIBILITY.**

The Facility sponsors a comprehensive benefits program for eligible employees, and each benefit plan has specific eligibility conditions. The benefits are summarized in a separate booklet, which will be provided to all eligible employees. All full-time employees will enjoy all of the benefits described in this policy, and the individual plan summaries as soon as they meet all of the eligibility requirements for each particular benefit. Part-time employees may be eligible for certain benefits if they meet the eligibility conditions.

**TIME OFF / LEAVES OF ABSENCE**

**VACATION.**

All full- and part-time employees are eligible for vacation leave benefits. Part-time employees working 20 to 29 hours per week will earn vacation on a prorated basis. Full-time employees are those working 30-plus hours per week. Vacation accrual begins on the first day of full- or part-time employment. Vacation is accrued according to the schedule in this policy. Vacation can be used only after it is earned. Vacation leave will not be earned during an unpaid leave of absence.

To schedule vacation time, employees should submit a completed leave form to the Department Manager at least two weeks before the requested leave. Employees must ensure that they have enough accrued leave available to cover the dates requested. Requests will be approved based on a number of factors, including Department operating and staffing requirements. The Department Manager should return the leave request to the employee within three business days of the date it is submitted indicating that the request has been approved or denied. If the request for vacation
leave is denied, the supervisor should provide an appropriate reason on the form returned to the employee.

Vacation will be paid at the employee’s base rate at the time the leave is taken. Vacation pay is not included in overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials. If a holiday falls during the employee’s vacation, the day will be charged to holiday pay rather than to vacation pay.

Leave taken beyond an employee’s available vacation balance may be unpaid unless otherwise required under state or federal law.

If employment is terminated, accrued unused vacation leave earned through the last day of active employment will be paid at the employee’s base rate of pay at termination. In the event of the employee’s death, earned unused vacation time will be paid to the employee’s estate or designated beneficiary.

**SICK LEAVE.**

All full-time, regular employee accrue sick leave from the date of hire, for a total of 10 days per year. Part-time, regular employee accrue sick leave from the date of hire, in a prorated amount using the full-time total of 10 days per year and the average number of hours the part-time employee works per week.

Sick leave may be used for an employee’s personal illness, well-care, and medical and dental appointments. Sick leave may also be sued for illness and well-care in an employee’s immediate family.

Sick leave may be accrued to a maximum of 120 hours. Sick leave may not be used before accrual. If sick leave is exhausted, any available vacation hours will be used in its place. An employee who has a sick leave absence in excess of three consecutive working days must present medical documentation for the absence. Employees are not paid for unused sick leave upon termination of employment.

**FAMILY AND MEDICAL LEAVE ACT**

Upon hire, the Facility provides all new employees with notices required by the U.S. Department of Labor (DOL) on employee Rights and Responsibilities under the Family and Medical Act.

The function of this policy is to provide employee with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

**PERSONAL LEAVE OF ABSENCE.**

Employees who require time off in addition to vacation may request a personal leave of absence without pay for up to a maximum of 30 days. An extension may be approved in limited circumstances.
All regular employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and Departmental requirements will all be taken into consideration before a request is approved.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis.

BEREAVEMENT LEAVE.

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Bereavement leave is granted according to the following schedule:

- Employees are allowed five days of paid leave in the event of the death of the employee’s spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter;
- Employees are allowed three days of paid leave in the event of death of the employee’s brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild or spouse’s grandparent;
- Employees are allowed up to four hours of bereavement leave to attend the funeral of an employee or retiree of the Facility upon approval from acting supervisor.

JURY DUTY.

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide him/her with a copy of the jury summons. The Company will pay regular full-time and regular part-time employees for time off for jury duty up to one week of pay.

VOTING.

VOTING TIME

All employees should be able to vote either before or after regular assigned work hours. However, when this is not possible due to work schedules, employees will receive up to three hours during the work day to vote. Time off for voting should be reported and coded appropriately on timekeeping records.

ELECTION LEAVE

Employees who are chosen to serve as election officials at polling sites will be permitted to take required time off to serve in this capacity. It is incumbent on employees who are chosen to act as election officials to notify their Department Manager a minimum of seven days in advance of their
need for time off in order to accommodate the necessary rescheduling of work periods. Time engaged as an election official should be reported and coded appropriately on timekeeping records.

**MILITARY LEAVE OF ABSENCE.**

The Facility is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Facility’s policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person’s membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or Facility policy.

Employee taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact the Director of Operations to request leave as soon as they are aware of the need for leave. For request forms and detailed information on eligibility, employee rights while on leave and job restoration upon completion of leave, refer to the policies, procedures and forms provided by the Company or contact the Director of Operations.

**CODE OF ETHICS**

The Company actively promotes, adheres to and complies with this Code of Ethics, and as such, hereby adopts this Code of Conduct into its own SOPs.

**FACILITY EXPECTATIONS.**

**CONFORMITY**

- The Facility and its employees are to conform to the Code of Ethics and Business Conduct as set forth in this Manual.
- The Facility and its employees are to conform to all the regulatory requirements of the federal, state and local governments.

**FAIR AND HONEST BUSINESS**

- All business transactions are to be conducted in a fair and truthful manner, including all dealings with vendors and customers.
• The Facility and its employees are not to engage in false or misleading advertising.
• The Facility and its employees are never to discuss or exchange information related to the following areas, as they are generally recognized as unlawful or in violation of anti-trust laws:
  o Prices or pricing;
  o Credit terms, elements of the terms and conditions of sale;
  o Profit levels, costs or market shares;
  o Boycotts or agreements not to deal with competitors, customers or suppliers;
  o Allocation or Department of markets or customers.
• The Facility and its employees are to conduct themselves in a professional manner with competitors and regulatory agencies.

EMPLOYEE TRAINING
All employees who are authorized to receive, store, display, and approve Medical Marijuana Products for release for Sale are to have:

  a. Formal current Good Manufacturing Practice ("GMP") Training;
  b. Formal qualifications or training in a relevant scientific discipline;
  c. Attention to detail;
  d. Completed the Facility Training Assessment

All employees must ensure at the release of a MM Product for supply or sale, that:

  a. Before a Product is released, the overall supply chain of the particular Product has been accounted for.
  b. The Product has been provided by a Pennsylvania licensed Medical Marijuana Organization ("MM Organization"), and that all agreements between the MM Organization and the Facility are valid and current.
  c. The marketing requirements per the Department and the Facility have been met.
  d. The principles and guidelines of GMP, as outlined in current GMP of regulatory agencies are followed.
  e. All the necessary checks and tests in the intake and packaging records have been performed.
  f. All the necessary microbial and chemical tests have been performed, and results accepted.
  g. Trained Facility Supervisors have endorsed all necessary completed intake, labeling, distribution, and Quality Assurance documentation.

All on site Physicians, Pharmacists, Physician’s assistant or Certified Registered Nurse Practitioner (collectively “Medical Professionals”) must complete a four-hour training course developed by the Department prior to working at the facility.

All employees must complete a two-hour training course developed by the Department before working at the facility. The Company shall provide additional training to its employees before
each employee begins work or contract at the Facility. Such training must include, without limitation:

- The proper use of security measures and controls that have been adopted by the Facility for the prevention of diversion, theft or loss of Medical Marijuana Products;
- Procedures and instructions for responding to an emergency; and
- State and federal statutes and regulations regarding the confidentiality of information related to the medical use of Marijuana.

Facility shall provide instruction to its employees before beginning work or contract at the Facility. Such instruction must include, without limitation:

- Understanding the difference between raw Marijuana, topical products, edible Marijuana Products and Marijuana-infused Products, as applicable to the operations.

Each employee will have an employee file whereby educational courses on each topic are updated quarterly.

An electronic calendar of these dates and of the employee’s timeline is stored in the employee Database with electronic notifications sent to the Director of Operations to set these educational meetings, having each employee attend and complete.

Each quarter, the Company shall hold an employee meeting where new and pertinent data on the topic is brought forth to educate each of the employees. The employee’s physical and electronic file will be recorded to reflect the updated educational seminar. The employees will be tested on the material and is required to pass at a level of competence.

**PURPOSE**

The Company understands that a critical factor in the success of its Facility is the dedication, knowledge, and compassionate care of each of its employees, working together for a common purpose, and towards a goal. Our goal is to ensure that all employees are trained in the specific procedures of their job, as well as in a general overview and understanding of the Company and the Facility, the laws it must abide by, its history, organization, industry, products, security, safe-handling, and various sects.

The Company will implement both traditional and non-traditional methods to educate and train its employees. Our Commitment to training and education begins with each employee’s commitment to documenting their work and centralizing this information so that it can be accessed by others as needed. The greatest asset we have is the knowledge possessed by our employees, and their understanding that we cannot afford to have a single point of failure if we wish to succeed.

In addition to documentation, we also provide employees with a list of defined expectations and goals that are based on long-term Facility needs. We mentor our employees and ensure that they get the external training they need to be successful and remain in compliance with all Department regulations. Finally, training and education occurs between employees, Supervisors and
Management, ensuring that we understand the roles of each employee and how we can best integrate with one another.

**TRAINING MODULES.**

The Company shall provide each employee, upon hiring, with a Company-issued Employee Manual, detailing the Facility's Standard Operating Policies and Procedures. Sectioned into 6 Training Modules, the employee will learn and understand the detailed aspects of the performance, analysis, and cooperative efforts required by the Company’s employees. They are mandatory.

The Director of Operations must maintain written personnel records for each Facility employee, documenting each initial and quarterly training.

Records are to be maintained and made available to the Department for five years.

All employees are required to attend a formal GMP Induction training program at the commencement of employment as an introduction into the principles of Good Manufacturing Practices. To ensure a continued knowledge of GMP requirements, all employees are required to undertake GMP education on an ongoing basis. The following GMP Maintenance Education Points System is a means of ensuring this.

These training course of modules will be further defined as the Facility begins operations. Training modules will be living documents that evolve with the Facility.

**REQUIRED EMPLOYEE TRAINING AND REVIEW**

The Facility shall train all employees before they begin working at the Facility. Such training shall include, without limitation: the proper use of security measures and controls that have been adopted by the Facility for the prevention of diversion, theft or loss of Medical Marijuana; procedures and instructions for responding to an emergency; the receipt, documenting, inventory, storage, transfer and distribution of Medical Marijuana Products; and Pennsylvania and federal laws, regulations and guidelines regarding Medical Marijuana and the confidentiality of information related to its use.

All Facility employees are required to attend a formal GMP Induction Training at the commencement of employment as an introduction to the principles of current Good Manufacturing Practices. Employees are required to undertake GMP education on an ongoing basis.

The Training Modules are mandatory, and written testing may be from time-to-time conducted, at orientation and one-year anniversaries, to confirm that procedures are well understood, and consistently implemented. The probationary status of an employee will not be lifted until the successful completion of the required Training and Testing Program.

**SUPERVISED TRAINING.**

The Dispensary Manager shall ensure that each employee, in their respective position, receives training on the relevant SOPs that they will be expected to undertake within the Facility. Employees must not carry out the tasks identified/defined within the SOPs unless they have been
adequately trained to do so, and have signed the relevant section of the Record of Competence ("Record") to indicate that they have read and understood the information within the SOPs, and confirm that they will comply with the SOPs at all times.

The Dispensary Manager must also complete the Record, indicating the employee has received all the necessary training within the relevant SOPs. This is necessary to comply with Pennsylvania and Facility requirements that minimize the risk of an adverse event occurring by only allowing competent and trained employees to carry out a procedure. This safeguards the Patients from unnecessary risks and provides care that is of the highest standard.

**RECORD OF COMPETENCE.**

This Record must be completed and stored within the Facility SOPs Folder, as it is required as proof of compliance with SOPs by the State and the Facility.

A separate Record of must be completed for each employee, to include the Facility Manager and each Front Desk and Security Agents. The Record must contain the employee’s name, ID number, job title, relevant qualifications, signatures affirming their competency in carrying out the task identified within the SOPs, and date signed. By signing the Declaration, the employee confirms that they have received the necessary training as outlined within the relevant SOPs; they have read and understand the information within the relevant SOPs; and they will comply with the SOPs at all times.

The Dispensary Manager must also complete the Record, to include their name, signature and date signed. By signing the Declaration, the Dispensary Manager confirms that the employee identified within the Record has received the necessary training outlined within the relevant SOPs, and that they are satisfied that the employee is competent to undertake the task identified within the relevant SOPs.

The Record must be amended when an employee leaves, when a new employee is hired, and when an employee completes a training course that affects their level of responsibility within the Facility. The Record must be securely stored and kept for five (5) years.

**TRAINING RESPONSIBILITIES.**

The Director of Operations and primary Physician/Pharmacist are responsible for the following:

- Development and review of SOP training requirements and strategy across the Facility;
- Ensuring policies and plans are documented;
- Maintaining compliance with Facility, state and federal requirements;
- Reviewing and tracking breaches and incidents to assess trends and organizational opportunities for continued training;
- Evaluating training programs and materials;
- Designing training workshops;
- Assessing each employee’s continued training and level of competency;
- Assessing employees training against set criteria;
- Overseeing the design and delivery of any external programs or their trainers;
• Ensuring that technical terminology is correct; and
• Ensuring the assessment questions are appropriate.

REQUIRED TRAINING.

Each employee shall be required to successfully complete the all training programs, in conjunction with the corresponding Facility literature. Each employee must successfully complete the following training program, in conjunction with the corresponding Facility Manual:

• Building Security
• Product Security
• Information Security
• Confidentiality
• First Aid
• Emergency Response and Disaster Preparedness
• Standard Operating Procedures

Facility shall maintain and make available a personnel record for each employee. Such record shall include, at a minimum, documentation of all required training, to include:

• Employee receiving training;
• Date of training;
• General description of the training topic;
• Training Supervisor; and
• Employee and Supervisor signatures.

Each employee is required to successfully complete initial Facility Training, as determined by the Director of Operations and Physician/Pharmacist, in conjunction with the requirements of their position. Such training shall include, but not be limited to:

• On-the-job and other related education, which shall commensurate with the tasks employees are expected to perform, and shall be completed prior to the regular performance of such tasks;
• Professional conduct, ethics, and state and federal laws regarding Patient confidentiality;
• Developments in the field of medical use of Marijuana.

All Medical Professional employees (Physician, Pharmacist, Physician Assistant, Registered Nurse Practitioner) shall complete a four-hour training course developed by the Department that focuses on:

• The latest scientific research on Medical Marijuana
• The risks and benefits of Medical Marijuana
• Any other information deemed important by the Department
All principals and employees of the Facility who will have direct contact with Patients and Caregivers or Medical Marijuana Products, must complete a two-hour course developed by the Department that includes:

- Methods to recognize and report unauthorized activity, including diversion of Medical Marijuana for unlawful purposes and falsification of identification cards
- Proper handling of Medical Marijuana and recordkeeping.
- Any other subject required by the Department.

Facility shall ensure the continued competency of each employee through continued in-service training, designed to supplement initial training, including any guidance by the Department. Such training shall occur on a quarterly basis and each employee shall be subject to quarterly review based upon their successful completion of the training.

**RECORDING AND ARCHIVING TRAINING ASSESSMENT**

The Personnel Training Records must be signed by both the employee and the Manager, to verify that the Training Process has been completed, and must be kept in the Employee’s Personnel File for a period of five (5) years. Each Employee Personnel File shall reflect the date, length, topic, and instructor for each Training Session. The Dispensary Manager shall monitor all Training Sessions and their corresponding logs, to ensure that each employee has received the minimum amount of required training. The Director of Operations shall review these records on a regular basis.

It is the responsibility of the Dispensary Manager and Supervisors of the respective areas to ensure that the individual Facility employee’s file is up to date. These files are stored in the Director of Operations’s Office.

**RECORDING COURSE ATTENDANCE AND ASSESSMENT**

- It is the responsibility of the Dispensary Manager to record all courses booked for training.
- Details must include:
  - Title of course and course code;
  - Date(s) of course;
  - Trainer’s name;
  - Name of Facility employees who attended; and
  - Assessment results where appropriate (a copy of the original assessment document including the assessor’s signature should be filed in the Facility Employee’s individual training file).

It is the responsibility of each Facility Manager of the respective area to advise the Dispensary Manager if an employee has attended a training course not centrally coordinated. The Dispensary Manager will then record this information in the Facility employee’s individual training file.

It is the responsibility of the Dispensary Manager to record Training Points earned by Facility employees within the Facility areas throughout the year.
Training records for Facility employees are to be kept for five (5) years after a Facility employee has been terminated.

If a Facility employee transfers to another Facility area and the Facility Manager has kept their training file, this should be transferred to the new Facility Manager.

**TRAINING DATABASE.**

Our Facility will acquire a Training Records Database and Tracking Software Program, adapting it for all Facility training and educational sessions, that will:

- Track training records;
- Track status of entire Facility or individual employee;
- Assign required training by individual employee, employee job function, or employee group;
- Require retraining based upon calendar time, course version, or onetime only training;
- Schedule and manage training and education sessions and employee enrollment;
- Record attendance, training completion, and cancellations;
- Print status reports to demonstrate training compliance;
- Print employee transcripts;
- Print employee training plan;
- Track training costs;
- Saves file attachments associated with the records;
- Import master courses and employee data;
- Export data and reports to various formats;
- Audit report trail which tracks data changes;
- Send training reminders by email;
- Plan and prepare for trainings;
- Run reports for training timelines;
- Run reports for overdue or upcoming training of defined time;
- Maintain employee training records;
- Transparency to training records;
- Easy access to be made available to the Department using login accounts;
- Standardized programs, assessments and analytics;
- Automatic compliance calendars; and
- Summarizing compliance metrics from training database.

The training materials shall be kept on a secure server, in the cloud, on a backup external hard drive, and also in print form in the Director of Operations Office.

The Company shall keep both an electronic and a hard copy of the Facility Standard Operating Procedures, and they shall be made available at the Facility for the Department to review, or upon the request.
Pages 53-63 of the Dispensary Standard Operating Procedures manual have been redacted.
when they are at the Facility. Codes are to be kept under lock and key at the Facility’s Security Contractor Command Location. Additionally, codes are to be changed frequently for security purposes.

DISTRIBUTING MEDICAL MARIJUANA PRODUCTS: CHAIN OF CUSTODY
GROWER/PROCESSOR APPROVAL PROCESS

GROWER/PROCESSOR APPROVAL.

The Facility shall only acquire Medical Marijuana Products ("Medical Marijuana Products") from a Pennsylvania licensed Medical Marijuana grower/processor.

Each licensed Medical Marijuana grower/processor from which the Company wishes to acquire Medical Marijuana Products, shall go through an assessment and approval process. Each grower/processor shall be evaluated in accordance with the GMP requirements and Company SOPs, so as to create conditions for adequate material availability and adherence to specifications.
Growers/Processors are selected, approved, and continuously evaluated based on their ability to consistently supply Medical Marijuana Products to the specifications required by the Company; their ability to deliver the required quantities of Medical Marijuana Products; the Company's previous experience with the grower/processor; the quality of the Medical Marijuana Products provided; and the grower/processor's continued adherence to Pennsylvania laws and Department regulations.

The Company shall monitor the State's Medical Marijuana Organization Database on a regular basis to determine whether the grower/processor being selected, approved, and continuously evaluated remains registered with the Department. A regular basis shall be at the beginning of each month, prior to any Purchase Order being made, and the morning before a specific delivery.

Once a designated grower/processor successfully passes the Company's approval process, the grower/processor then becomes an "Approved Vendor".

**GROWER/PROCESSOR APPROVAL PROCESS.**

Growers/Processors desiring to become or seeking review as an Approved Grower/Processor for purposes of supplying the Company with Medical Marijuana Products will be assessed by both the Director of Operations and the CEO based upon the following criteria:

- Ability to consistently supply Medical Marijuana Products to the Company's required specifications, as stated in these SOPs;
- Ability to consistently comply with the agreed item specification requirements, as stated in these SOPs;
- Ability to deliver the required Medical Marijuana Products in the quantities ordered, in the required timeframe, as specified in these SOPs;
- Previous experience with the Company, which the Company shall consult all of the specific Grower/Processor's records within the Facility;
- Previous reputation of the Grower/Processor within the Medical Marijuana community and the Medical Marijuana industry, and within the Department, as recorded in email, mail, telephone communications, news publications and official recorded documents;
- Level of technical support where required, with respect to MM Product knowledge, stability data, impurity profile of the MM Product, and technical expertise relating to the MM Product;
- Results of previous audits and evaluations; and
- Ability to demonstrate continuous improvement in Medical Marijuana Products and processes.

A Grower/Processor Questionnaire is to be sent and completed by the Grower/Processor prior to approval.

The Grower/Processor's manufacturing and Quality Assurance practices must be reviewed by means of a General Grower/Processor Audit, which must be documented in a Grower/Processor Report, and should include a recommendation as to whether or not the Grower/Processor shall be considered as approved.
Growers/Processors that have been approved, or are in the final stages of approval, may be subject to MM Product testing, whereby the Vendor's Medical Marijuana Products will undergo extensive evaluation both as to bulk and with studies of Medical Marijuana Products formulated using other Medical Marijuana Products. The evaluation encompasses chemical and physicochemical evaluations of finished Medical Marijuana Products, Production processing studies (where applicable) and stability trials covering long-term studies under various conditions and accelerated studies under stressed conditions.

**GROWER/PROCESSOR QUALITY CONTROL RESULTS.**

The results of MM Product testing, Grower/Processor Questionnaire, Audit and all assessments will be reviewed and a decision made as to whether the Grower/Processor has the capability to produce the MM Product as acceptable to the Facility and whether to grant approval. If the results are unacceptable, then the Grower/Processor selection process starts again.

**APPROVED GROWER/PROCESSOR REGISTRATION.**

Once a Grower/Processor is approved, the CEO negotiates and formalizes a Supply and Service Level Agreement which is then signed by both the Facility and the Approved Grower/Processor.

Each Approved Grower/Processor is then registered in the Facility's Database with the following information:

- Name or Business Name;
- Physical and Mailing Addresses;
- State Business License ID Number;
- State Business License Expiration Date;
- A list of the Approved Grower/Processor’s employees;
- A contact name and telephone number for an authorized person from the Approved Grower/Processor; and
- The name, address and telephone number of the Independent Testing Laboratory used by the Approved Grower/Processor.

For each MM Product offered, the Approved Grower/Processor shall provide the following information:

- Growing/Manufacturing Process Overview;
- Weekly or Monthly Yield Rates;
- Nutrients, Chemicals or Pesticides Used;
- Testing History;
- Pricing;
- If Offered, Terms of Payment;
- Method of Payment; and
- Turn-around Time from Order to Deliver.
APPROVED GROWER/PROCESSOR CONTINUED ASSESSMENT

Following the initial selection and approval process for Grower/Processor, a continued technical assessment is performed on the first five full MM Product deliveries. Subsequent deliveries are continually monitored through the Key Product Indicators (KPI) in the Service Level Agreement, which includes compliance to specification, delivery in full on time, adherence to packaging requirements, and Medical Marijuana Products free of damage. The quality of the Medical Marijuana Products is also monitored as part of the post-cultivation or production stability surveillance program of finished Medical Marijuana Products.

An annual Approved Grower/Processor review is performed and documented by the Director of Operations using quarterly Service Level Agreements and KPIs, review data and additional information provided from Quality Assurance test results, stability analyses from post-cultivation or production stability monitoring, cultivation and production records, and Deviation Reports.

If an adverse trend is detected by routine testing of the Medical Marijuana Products, then the Director of Operations will review and take any necessary steps as outlined in these SOPs.

Auditing of the Medical Marijuana Products is mandatory, and is carried out by the accredited Auditors. Audits of Approved Growers/Processors are recommended in order to verify that the Approved Grower/Processor operates under acceptable manufacturing procedures and systems.

Based on the Audit results and annual assessments, the Director of Operations will produce a Report to be reviewed by Facility Managers regarding the continued approval of Growers/Processors. The report is typically composed of the following: quality supply history, delivery performance, Project plan, Change Control request, Audit information, Supply and Services Agreement, a Certificate of Analysis from the Grower/Processor, supplier inspection planning requirements, and a matrix.

PACKAGING MATERIAL MANUFACTURER VENDORS

The Company will utilize modern packaging for exit bags. All Medical Marijuana Products dispensed to Patients/Caregivers will be placed in an Exit Bag after the sale is completed. Exit bags must meet the following criteria:

- Opaque to ensure that the contents of the package are not easily identified
- Child-resistant and tamper evident tear off seals in addition to re-sealable strips
- Single, solid color that is not clear
- Does not feature graphics, logos, colors that might appeal to children or appear to be a product of the Commonwealth or Local Government.

PACKAGING MATERIAL MANUFACTURER APPROVAL.
Consistent with GMP, the Facility shall only acquire Packaging Materials from an Approved Manufacturer capable of supplying Packaging Materials of the required grade and complying with the specified standards and/or specifications, depending on the class of Packaging Materials.

Each Packaging Material Manufacturer ("Material Vendor") from which the Facility wishes to acquire Packaging Material from shall go through an assessment and approval process. Each Material Vendor shall be evaluated in accordance with the GMP requirements and Facility SOPs, so as to create conditions for adequate material availability and adherence to specifications.

Material Vendors are selected, approved, and continuously evaluated based on their ability to consistently supply Packaging Material to the specifications required by the Facility; their ability to deliver the required quantities of Packaging Material; the Facility's previous experience with the Material Vendor; the quality of the Packaging Material provided; and the Material Vendor's continued adherence to Food and Drug Administration and Federal Trade Department regulations and GMPs.

The Facility shall monitor the FDA and FTC's Databases on a regular basis to determine whether the Material Vendor being selected, approved, and continually evaluated remain approved by the FDA and FTC. A regular basis shall be prior to approval, at the beginning of each month, and prior to placing any relevant Purchase Orders.

Once a designed Material Vendor successfully passes the Facility's approval process, the Material Vendor then becomes an "Approved Material Vendor".

**MATERIAL VENDOR APPROVAL PROCESS.**

Material Vendors desiring to become or seeking continued review as Approved Material Vendors for purposes of supplying the Facility with Packaging Material will be assessed by the Director of Operations based on the following criteria:

a. Ability to consistently supply Packaging Material to the Facility's requested specifications, as specified in the SOPs;
b. Ability to consistently comply with the agreed Packaging Material specification requirements, as specified in the SOPs;
c. Ability to deliver the required Packaging Material in the quantities ordered, and in the required timeframe;
d. Previous experience with the Facility, which the Facility shall consult all of the Facility's records on the Material Vendor;
e. Previous reputation of the Material Vendor within the packaging industry and with the FDA and the FTC, as recorded in email, mail, telephone communications, news releases and official documents;
f. Level of technical support where required, with respect to materials knowledge, stability data, impurity profile of the Packaging Material, and technical expertise relating to the Packaging Material;
g. Results of previous audits and evaluations;
h. Ability to demonstrate continuous improvement in Items and processes.
A Material Vendor Questionnaire is to be sent and completed by the Material Vendor prior to approval.

The Material Vendor’s manufacturing and Quality Assurance practices must be reviewed by means of a Material Vendor Audit, which must be documented in a Report and should include a recommendation as to whether or not the Material Vendor shall be considered or approved.

**APPROVED MATERIAL VENDOR REGISTRATION.**

Once a Material Vendor becomes an Approved Material Vendor, the CEO will negotiate and formalize a Supply and Service Level Agreement which is then signed by both the Facility and the Approved Material Vendor.

Each Approved Material Vendor is then registered in the Facility’s Database with the following information:

- Business name;
- Business address;
- Any relevant Business ID number;
- A contact name and telephone number for an Authorized Person from the Approved Material Vendor; and
- Any corresponding information for testing results and/or facilities.

**APPROVED MATERIAL VENDOR CONTINUED ASSESSMENT.**

Following the initial selection and approval process for an Approved Material Vendor, a continued technical assessment is performed on the first five full Packaging Material deliveries. Subsequent deliveries are continually monitored through the Key Product Indicators (KPI) in the Supply and Service Level Agreement, which includes compliance to specification, delivery in full on time, adherence to packaging requirements, and Packaging Material free of damage.

An annual Approved Material Vendor review is performed and documented by the Director of Operations using quarterly Supply and Service Level Agreements and KPIs, review data and additional information provided from Quality Assurance test results, stability analyses from post-cultivation and production stability monitoring, cultivation and production records, and Deviation Reports.

If an adverse trend is detected by routine testing of the Packaging Material, then the Director of Operations will review, discuss, and refer to the CEO.

Audits of Approved Material Vendors are recommended in order to verify that the Approved Material Vendor operates under acceptable manufacturing procedures and systems.

Based on Audit results and annual assessments, the Director of Operations will produce a Report to be reviewed by the Facility Managers regarding the continued approval of the Material Vendor. The Report is typically composed of the following: quality supply history, delivery performance, Project plan, Change Control request, Audit information, Supply and Service Level Agreement, a
Pages 69-74 of the Dispensary Standard Operating Procedures manual have been redacted.
not meet the specifications established pursuant to this portion of the SOPs must be rejected, so as to prevent their use in operations for which they are unsuitable.

The Facility shall destroy obsolete and outdated packaging materials.

PACKAGING MATERIAL MANUFACTURERS
Consistent with GMP, the Company shall only acquire Packaging Material from an Approved Material Manufacturer capable of supplying Packaging Materials of the required grade and complying with the specified standards and/or specifications, depending on the class of Packaging Materials. The Packaging Materials Manufacturer must have been cleared according to the Vendor Approval SOPs, and all Packaging Materials provided must be approved by these SOPs as well.

PACKAGING REQUIREMENTS
The Inventory Manager shall be responsible for visually inspecting all Medical Marijuana Products upon receipt from Grower/Processor to ensure compliance prior to being released. Employees shall follow strict packaging procedures that comply with the Department regulations.

All Medical Marijuana Products must be inspected to ensure packaging meets the following:

- Child-resistant
- Tamper proof
- Opaque
- Resealable

LABELING
LABELING VERIFICATION
The Facility shall ensure that all Medical Marijuana Products are labeled clearly and unambiguously as Medical Marijuana.

The Facility, and each and every Facility employee, must follow written procedures describing in sufficient detail the control procedures employed for the inspection of MM Product labels before dispensing to a Patient/Caregiver.

It is the policy of the Facility to examine packaged and labeled Medical Marijuana Products during finishing operations, so as to provide assurance that the containers and packages are properly sealed and have the correct labels.

The label of all packaged Medical Marijuana Products shall have securely affix to the package, a label that includes, without limitation, in legible English:

- Name, address and permit number assigned to the grower/processor by the Department
- Form, quantity and weight of Medical Marijuana included in the package
- Contains an identifier that is unique to a particular batch of Medical Marijuana, including the number assigned to each lot in the batch
- The packaging date
• Employee ID of packager
• Employee ID of employee shipping the package
• Name and address of the Dispensary to which the package is to be sold to
• Expiration date
• Instructions for proper storage in the original container of MM Product
• A warning statement that reads:
  o "This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children.”
• The amount of individual doses contained in the packaged product and the species and percentage of THC and CBD

The Facility employee shall also inspect MM Product labels to ensure that the label does not bear the following:

• Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available candy, snack, baked good or beverage.
• Any statement, artwork or design that could reasonably mislead any person to believe that the package contains anything other than a Medical Marijuana finished product.
• Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead any person to believe that the product has been endorsed, manufactured, or used 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.

*Sample Label in Appendix B.*
REQUIRED CONDITIONS.

Components, packaging components, in-process materials and Medical Marijuana Products must at all times be handled, stored, and distributed in a manner so as to avoid deterioration, prevent contamination, and avoid mix-ups. Where necessary, appropriate conditions of temperature, humidity, and light must be established and maintained so that the identity, purity, strength, and composition of components, in-process materials, and products are not affected, and that adulteration is prevented.

Containers of components, packaging components, in-process materials and Items shall be stored off the floor and suitably spaced to permit cleaning and inspection.

Components, packaging components, and products must be used or distributed in a manner whereby the oldest batches or lots are used or distributed first. Deviation from this requirement is permitted if such deviation is temporary and appropriate.

QUALITY ASSURANCE AND TESTING.

The Facility has established and closely follows written procedures for the quarantine of any Lot, Batch, or other portion of component, packaging component, whose suitability for use or distribution is in question. This includes:

- Newly received components and packaging components for use in packaging and distribution;
- Medical Marijuana Products returned to the Facility for any reason;
• Components, packaging components, in-process materials or Medical Marijuana Products that are under investigation by Quality Assurance for any other reason.

Rejected components, packaging components, in-process materials, Medical Marijuana Products, MM Product waste, and rejected labels must be appropriately segregated, controlled, and held in a controlled access area pending pickup for destruction or disposal.

**INITIAL PLACEMENT.**

Upon intake into the Facility, the Inventory Manager will determine if any Medical Cannabis or Medical Cannabis Products need to be placed in Quarantine. If the Inventory Manager affirms this placement, or if they are unsure as to the test results, they will move it and gather more information about the product. All MM Product placed in Quarantine shall be placed in such a manner as to prevent any contamination, allow easy movement through the Quarantine Area, and allow access to only those individuals who are authorized.
SANITIZING AGENTS.
Storage of any hazardous chemicals, such as cleaning solutions, shall be placed in closed cabinets and away from the general public.

COMPLIANCE AND INSPECTION.
The Inventory Control Manager shall pre-approve all incoming Medical Marijuana Products currently packaged shall be visually inspected for compliance. After the employee has stored each MM Product, the Inventory Control Manager shall visually inspect each item to ensure compliance prior to being released for stocking into the Retail Area.

The Inventory Control Manager will be trained to inspect for complaint MM Product labeling and packaging outlined in the Company’s SOPs.

The Facility shall be responsible for ensuring that all Medical Marijuana Products received from Growers/Processors are packaged and labeled consistent with corresponding Pennsylvania regulations. The Inventory Control Manager shall be responsible for the quality assurance check for compliance and final release.

Each MM Product shall be visually checked against samples created by the Company, to confirm the packaging, dimensions, label and data.

DISTRIBUTION OPERATIONS
To ensure compliance, each Facility employee must clearly document, sign and date all entries made on all Distribution Forms. All Distribution Forms are to be included in the Master File.

All Medical Marijuana Products released from storage into the Retail Area need to be signed for, and their movement documented in the Inventory Control System.

All Medical Marijuana Products released from the Storage Area for Quality Assurance, Quarantine and Distribution, must be properly checked by a second, independent employee, and must be signed, dated and properly recorded for the relevant movement in the Inventory Control System.
DISTRIBUTION PROCEDURES
HOURS OF OPERATION.

The Company established and closely follows written policies to ensure that the Facility operates in a manner whereby it is available to distribute Medical Marijuana Products to Pennsylvania registered Medical Marijuana Patients/Caregivers, only during the designated hours of operation of the Facility.

OPENING PROCEDURES.
The Facility shall be opened only when the Dispensary Manager and at least one Security employee have arrived in the immediate area. The Security employee shall be alert to suspicious circumstances, persons, and vehicles in the area, as well as signs of forced entry. If any such occurrence is noted, the employees shall immediately leave the area and contact local law enforcement to report the circumstances.

Signs of suspicious activity may include:

- Position of signs;
- Opening of certain drapes of blinds;
- Certain lights turned on or off; and
- Moving items on a desk or within the lobby.

If no suspicious activity is noted, the Security employee shall enter and lock the Facility for inspection, inspection shall include the examination of:

- Rest rooms;
- Skylights, hatched doors and windows; and
- Enclosed rooms or spaces of any kind.
After the Security employee performs the inspection, the Security employee shall unlock the main entrance and station him/herself in a position where the Facility’s interior is readily visible. Once the Security employee gives the “all clear” signal, the Dispensary Manager shall then enter the Facility.

The Security employee and Dispensary Manager shall continue to open the Facility, disarm the alarm, unlock the appropriate doors, turn on lights and other machinery that needs to be active prior to arrival of all other employees.

Upon arrival, all employees shall store their personal belongings in the designated Break Room Area, clock-in, and immediately read the “Daily Pass-On,” for notes and instructions for the shift, as well as their individually assigned break times.

PATIENT INTAKE.

GOVERNMENT ISSUED IDENTIFICATION (ID)

When a Patient or Designated Caregiver enters the Facility, the Security employee shall first verify their government-issued identification (“ID”). No one under 18 years of age will be allowed to enter the facility unless accompanied by an adult. The Patient/Caregiver shall then present their ID to the Receptionist, who will scan the ID into the Patient Database.

Acceptable forms of government-issued ID include any one of the following, so long as they are valid and current:

a. State-issued ID or Drivers’ License;
b. U.S. Passport; and

PATIENT/CAREGIVER IDENTIFICATION CARD (PATIENT/CAREGIVER ID)

Upon approaching the Reception Desk, Patients/Caregivers must show Receptionist their Patient/Caregiver ID issued by the Department and Government issued ID before entering the Retail Area. Patients/Caregivers will wait in the Waiting Area until the next Patient Care Consultant is ready to assist them.

PATIENT RECORDS

The Facility established and closely follows written policies to ensure that all Patient records are established and maintained for each Patient/Caregiver obtaining Medical Marijuana Products from the Facility.

The Receptionist shall enter in the Department’s Electronic Verification System the Patient or designated primary Caregiver’s Patient/Caregiver ID. The Receptionist shall then verify that the Patient/Caregiver is still a valid registered Patient/Caregiver with the Pennsylvania Medical
Marijuana Program ("Patient/Caregiver"). The Patient or Caregiver shall then either find the individual’s Patient record, or begin a New Patient Record Form. When creating a record for the new Patient, the Receptionist will first, request for the new Patient/Caregiver to fill in the New Patient Intake Form and then document the information provided from the form in the Electronic Verification System.

*See New Patient Intake Form in Appendix C.*

If the Patient/Caregiver has already registered with the Facility, the Receptionist shall check the validity of the Patient/Caregiver from the information on the Patient’s most recent certification through the Department’s database. All valid registered Patients/Caregivers will then be “checked-in” and escorted to the Retail Area on a first come, first served basis. If a notification comes back for verification of a Patient/Caregiver as “VOID,” “EXPIRED,” “LOST,” or “REVOKED,” the Receptionist shall complete a Denial of Sale Form, and will then return the individual’s ID, and explain to the individual the reason for not receiving services.

The Facility has established and closely follows written policies to ensure that if an electronic signature is used to sign an entry, the Facility employee whose signature the electronic code represents is accountable for the use of the electronic signature. Each entry in a Patient record shall not be changed to make the initial entry illegible.

A Patient’s record can only be accessed by an authorized Company employee and shall be provided to the Department for review upon request. All Patient records shall be protected from loss, damage, or unauthorized use. All Patient records shall be maintained for at least five (5) years after the date on which the Patient or his or her designated primary Caregiver last requested Medical Marijuana Products from the Facility.

THE FOUR STEPS OF DISPENSING

**Step 1: Greeting**

- As a Patient approaches your station at the counter, smile, make eye contact, and with great warmth and friendliness, greet them by saying something like, "Hi! Welcome to KRC. How are you doing today?"

- When the Patient responds, LISTEN; be engaged. Patient Advisors have one opportunity to make a first impression and this is it! Each staff member’s personal demeanor, smile, tone and level of voice, the personal touches added to any Patient interaction, all make a huge difference in the Patient’s experience when they approach the counter.

- Validate Patient information (within the system) and confirm their ability to purchase.

- Use the Patient’s first name to greet them, if known. Learn the first names of regulars. Never use the last name, to ensure Patient confidentiality.

- Simple handshakes are allowed, but discouraged. If a Patient extends their hand, if comfortable, Patient Care Consultants may return the handshake, although this is not required. Any physical contact other than a handshake should be avoided, even if the Patient happens to be a close friend or family member.
• Ensure that greetings are equally warm and friendly with all Patients to prevent a negative perception of "favoritism" by other Patients.

• Before, during, and after greeting the Patient, be aware of basic indicators that will help determine their needs. A few examples are:
  ○ Patient has cash already out (probably in a hurry)
  ○ Patient is a return customer (most likely already know what they want)
  ○ Patient has their paperwork in hand (new Patient)
  ○ This type of Patient will usually need more guidance either about the Dispensary's offerings and policies, general product knowledge, or both.

**Step 2: Selection**

• In the "Selection" stage, Patient Care Consultants should determine what the Patient WANTS (type of medicine), NEEDS (quantity), and can AFFORD (price). Use "primer phrases" to begin the selection process. For example:
  ○ "Have you been here before?"
  ○ "Do you know what product you're looking for today?"
  ○ "Are you looking for anything in particular today?"

• If the Patient knows what they want:
  ○ "How much would you like (quantity)?" Check to see that the item is in stock. If the quantity requested is not available at your workstation or in the inventory cabinet closest to you, check the other workstations or cabinets.
  ○ "Is there anything else I can get for you today?"

  ○ If the Patient would like something else, go back to the beginning of the "Selection" stage. If nothing else is needed, move to the "Purchase" stage.

• If the Patient DOESN'T know what they want:
  ○ Find out what type of MM Product they are seeking
  ○ "Do you know what you like? Do you know what you are looking for?" or, "Do you know what works for you?" or, "What has worked for you in the past?"
  ○ If the Patient doesn't understand the product, educate them on the difference between Indica vs. Sativa, particularly in terms of the medicinal benefits of the Medical Marijuana Products.
  ○ If a Patient knows their general preference, but not what they want specifically, Patients will ask for recommendations.
  ○ Once a choice is made, determine quantity.

• Ask if the Patient wants any other products.

**Step 3: Purchase**
• Once all items have been selected, do a final run-through with the Patient, checking every item by name and size to assure it's what the Patient wanted to purchase.
• Accurately ring up all items:
  o Verify login
  o Scan all items, ensuring that the accurate prices are retrieved on the POS. If there is a discrepancy between the price on the item tag and the POS, notify the Dispensary Manager. If the Dispensary Manager is not available, note the item on the daily log and adjust the sale using the POS price, which reflects any recent changes in price structure.
  o Verify the number of items (physical count vs. POS count).
• Do NOT bag the items yet. Simply place the empty exit bag next to the items to further signify completion of the "Purchase" stage.

Step 4: Payment

• Verbally verify the total amount due. When verifying the total, out of respect for Patient privacy, use a voice level that doesn’t broadcast the information to others.
• If the Patient pays with cash:
  o Let the Patient fully finish counting their cash before retrieving. Once they offer payment in full, may receive payment.
  o "Face" the bills by turning them and/or flipping them over so that they all face the same direction with the president's head facing up.
  o Count the money once in front of the Patient, (20, 40, 60, 80, etc.), laying the bills onto the counter, left to right, in stacks of $100 (or in one stack if the total given is less than $100).
  o Once all cash is counted, collect stack(s) and leave cash on counter out of reach, but in full view, of Patient.
  o Enter the total cash given into the POS. Open the register.
  o Count the bills again, this time counting all cash received in its entirety. Finally, place the money in the register according to the assigned slots, with all bills facing the same direction.
  o Verbally verify change amount on the POS screen with the Patient, count out that amount from the drawer, and close the drawer. DO NOT CLEAR THE RECEIPT IN THE POS.
  o Count out the change onto the counter in front of the Patient. Hand the Patient the change.
  o Place purchased items and safety insert in the exit bag.
  o Hand Patient bag and receipt.
Pages 85-87 of the Dispensary Standard Operating Procedures manual have been redacted.
PACKAGING.

Consistent with the MM Act, the Facility established and closely follows written Packaging and Distribution procedures in executing various Packaging and Distribution control functions, and shall electronically document these procedures at the time of performance in the Inventory Control System. Any deviation from the written procedures must be recorded and justified by the Facility.

Once an employee has verified that the Patient or Designated Caregiver has not exceeded the Program's allowable 30-day amount, the employee shall ring the MM Product(s) into the Inventory Control Software, and proceed to put the MM Product(s) in a Facility-approved bag.

DISPENSING EMPLOYEE CONDUCT

No eating, to include chewing gum or storing of food shall take place in any other area but the Break Room. Drinking water will be supplied in other Facility Areas outside of the Secure and Distribution Areas. Water is only to be consumed in these areas.

All Facility employees engaged in the intake, storage or distribution of Medical Marijuana Products, when required to wash their hands or the exposed portions of their arms, clean arms for at least 20 seconds, using a cleaning compound in a hand-washing sink that is appropriately equipped, using the following cleaning procedure in the order stated to clean their hands and the exposed portions of their arms, including, without limitation, surrogate prosthetic devices for hands and arms:

- Rinse under clean, running warm water;
- Apply an amount of cleaning compound recommended by the manufacturer of the cleaning compound;
• Rub together vigorously for at least fifteen seconds while paying particular attention to removing soil from underneath the fingernails during the cleaning procedure; creating friction on the surfaces of the hands and arms, fingertips and areas between the fingers;
• Thoroughly rinse under clean, running water; and
• Immediately follow the cleaning procedure without thorough drying.

All Facility employees engaged in the intake, storage or distribution of Medical Marijuana Products shall clean their hands and exposed portions of their arms in the manner as described above, when one of the following situations occur:

• After touching bare human body parts other than clean hands and exposed portions of arms, including, without limitation, surrogate prosthetic devices for hands and arms;
• After using the toilet room;
• After coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating or drinking;
• During preparation for distribution of Medical Marijuana Products, as necessary
• After engaging in other activities that contaminate the hands.

All Facility employees must, if working directly in the intake, storage or distribution of Medical Marijuana Products, keep their fingernails trimmed, filed and maintained so that the edges and surfaces are cleanable; and unless wearing intact gloves in good repair, does not have fingernail polish or artificial fingernails on his or her fingernails.

All Facility employees engaged in the intake, packaging or distribution of Medical Marijuana Products shall not have contact with exposed Medical Marijuana Products, and must minimize bare hand and arm contact with exposed Medical Marijuana Products that are returned.

Employees shall never have tasks within the Retail Area other than speaking with Patients/Caregivers and dispensing Medical Marijuana Products to Patients/Caregivers. Employees shall not be distracted, stocking, cleaning, or anything other than assisting the Patient or Caregiver.

**PATIENT PURCHASE.**

All Medical Marijuana Products shall be kept behind or under the Display Counter, and employees shall retrieve Medical Marijuana Products as needed using a key to each respective Cabinet(s).

Whenever a Patient or Caregiver intends to make a purchase, the Patient Care Consultant shall:

• Log into the Inventory Control Tracking Software and Patient Database;
• Select MM Product(s) from the Display Case;
• Move MM Product(s) to side outreach Counter;
• Scan the MM Product(s) to be purchased into the Inventory Form and Patient Database;
• Bag Medical Marijuana Products;
• Place Safety Insert developed by the Department in the Bag;
• Fold and staple top of Bag;
• Print the accompanying Receipt and hand Receipt to Patient/Caregiver.

**PATIENT EXIT**

Patients and Caregivers must leave the Facility Premises immediately after Medical Marijuana Products are dispensed. Assigned employee shall escort Patients and Caregivers out of the Retail Area, back outside. The Security and Receptionist shall ensure Patients and Caregivers exit the Facility Premises immediately, to prevent loitering.

The Security and Front Desk Agents shall maintain visual contact with individuals in the Waiting Area, after their departure from the Service Area, to ensure that Medical Marijuana Products are not consumed on Facility Premises. The Security employee shall escort individuals in and out of the Facility, and shall monitor the outside of the Building as well.

**CLOSING PROCEDURES.**

Upon the Facility closing, the all employees on site will be responsible for their individual closing procedures. Closing duties shall only begin after the Dispensary Manager and the Security team confirms it is safe and secured to proceed.

The Inventory Manager shall transfer all Medical Marijuana Products from the Retail Area into the Storage Room and then conduct a physical inventory of all Medical Marijuana Products secured within the Storage Area.

**The Receptionist will be responsible for:**

• Stocking water/coffee cups
• Vacuuming Retail Area
• Emptying Waiting Area and Bathroom Trash
• Stocking paper towels
• Stocking toilet paper
• Cleaning out coffee maker

**Patient Care Consultants will be responsible for:**

• Cleaning their workstations with soap and water only
• Ensuring their workstations have the following office supplies:
  • Special Barcodes
  • Product Barcodes
  • Hand Sanitizer
  • Pens – 5 units
  • Sharpie – 2 units
  • Highlighters – 3 units
  • Exit Bags Small
  • Exit Bags Large
  • Cleaning Supplies (if necessary)
- Sample Label (for reference for inspection)
- Do a final check of your workstation, your inventory cabinet from top shelf down to bottom, underneath the cabinet, underneath the POS station, and the general vicinity. This should also include:
  - Removing personal water bottle
  - Emptying trash (if needed)
  - Straightening and/or putting away bags, reward cards, pens, etc.
  - Log out of POS application
  - Turn off workstation light and computer monitor
- Clock Out - Clock out first, and then gather personal belongings.
- Turn off lights
- Lock Door

DOH REDACTED

At the end of each day, after the Facility is closed to Patients, all scheduled employees shall have a brief meeting in the Administrative Office to discuss what occurred during their shift, and if there are any pressing issues that need to be resolved. All employees designated as “Closers” shall stay until everyone is out of the Facility and has left the Parking Lot. After leaving the Facility Premises, all employees shall visually verify that all doors and windows are closed, and that the exterior protective lighting is functional.

DOH REDACTED

WASTE DISPOSAL
To protect human health, public safety and the environment from the effects of improper, inadequate or unsound management of hazardous waste, the Facility has established and will closely follow procedures for the regulation of the storage, generation, treatment and disposal of all MSW related Products from the Facility. These procedures assist the Facility in ensuring the safe and adequate management of all Waste generated at or by the Facility.

The Facility is responsible to both the Commonwealth of Pennsylvania and the local government for all costs incurred by these governmental entities in cleaning up, mitigating or remedying any environmental damage caused by the Facility. It remains the goal of the Facility to prevent any such environmental damage as much as possible, so as to limit the resources which both the local and State governmental entities would expend on such projects.

The Facility will ensure that all Waste has been subjected to improper storage conditions, including, without limitation, extremes in temperature, humidity, smoke, fumes, pressure, age or radiation due to natural disasters, fire, accidents or equipment failures, are not salvaged and
Pages 92-94 of the Dispensary Standard Operating Procedures manual have been redacted.
documentation and/or statements that the conclusion is the opinion of the individual(s) making the health hazard determination.

NOTIFICATION OF POTENTIAL HAZARD

The initial notification of a potential hazard can come from a variety of sources including the Pennsylvania Department of Health, Company Patient/Caregiver and employees, contractors or suppliers.

Regardless of the source, all health hazard inquiries should be routed immediately to the Director of Operations and CEO.

AN IMMEDIATE HOLD TO BE PLACE ON ALL AFFECTED OR SUSPECTED PRODUCTS

As soon as notification of hazard is received, the Company is responsible for placing an immediate hold on suspected products. The Company will clearly label all Medical Marijuana Products still in the Company’s possession as “Quarantined” and place them in a Secure Area of the storage facility separate from all other products in a manner where they would not be mistakenly distributed. The Company will tabulate MM Product on quarantine and evaluate relative to the total amount of potentially contaminated distributed product. The Company will strive to recover as much product as possible.

FACTS AND DATA ACQUISITION

In the initial conversation with the complainant, the Director of Operations will ascertain the available facts associated with the potential health hazard, using the Customer Complaint Log to organize the pertinent facts and create an official record of the issue. Regardless of where the issue originates, the Director of Operations will keep careful, detailed notes of the initial conversation and all subsequent activities associated with the recall process. The Director of Operations will include in these notifications time and date of each event to aid in the preparation of a final report and measure the effectiveness and timelines of the response. The facts and related information the final report will need to contain include:

- MM Product type and label (with picture)
- Description of the MM Product and its intended use
- MM Product codes and expected shelf life
- Type of packaging
- Nature of defect or health hazard
- Locations involved
- Invoice(s)
- Patient/Caregivers
- Number of people affected and their condition

The Director of Operations will also obtain the name, agency/customer, and phone numbers of the person making the notification. The Director of Operations will also inquire as to whether other products are being investigated as a source of the health hazard and if other companies
have been contacted. Often in the initial stages of an epidemiological study more than one potential source is under consideration. In some cases, cross contamination in the product preparation or contamination by ill product handlers has to be carefully considered.

**DURING THE HEALTH HAZARD INVESTIGATION**

When a situation occurs that links the Company to an incident, an immediate trace back and Health Hazard Investigation will be initiated.

A Health Hazard Evaluation must take into account the following:

- Whether any disease or injuries have occurred from the use of the MM Product
- Assessment of the degree of seriousness of the health hazard
- Assessment of the likelihood of occurrence of the hazard
- Assessment of the consequences – immediate and long range

The first possible scenario following a trace back is that it is determined that the nature of the potential hazard does not pose a public health risk.

The second possible scenario is that epidemiologists cannot unequivocally determine the sources of the contamination.

The third possible scenario is that a MM Product may not be linked to the contamination because the time interval between the actual event and notification of MWG precludes a recall since the perishable nature of the product means that the product has already been consumed.

When a recall is not appropriate, the focus of the Company’s efforts will be toward assisting investigating government agencies and/or Patients/Caregivers in isolating the likely source of the contamination. The Director of Operations will continue to work with growers, suppliers, customers, vendors, and government agencies to establish the likely cause of the problem and develop preventative measures. This will culminate in a final report that will be reviewed with the Management Team. This report will outline any changes that need to be made.

**THE RECALL DECISION**

The recall decision is based on a risk-benefit analysis that weighs the adverse health effects and economic impact against the cost of conducting the recall. Primarily emphasis is placed on adverse health effects. As soon as sufficient information is available, the appropriate decision-maker (CEO), after consulting the Grower/Processor, the general counsel, and other relevant departments will make the following decisions:

- Whether to keep the product on hold, initiate a recall, and/or conduct further recall investigations.
- If a recall is initiated, decide on what type, develop the recall strategy, and issue operating instructions to the Grower/Processor
- Whether any government agency is to be notified of the situation. If so, what information the Company should disclose and what recommendations the Company should make.
Note: A recall decision does not depend solely on the health risk of the MM Product. Defective products and misbranded products where no health hazard exists are still in violation of the law and should be recalled.

ELEMENTS OF THE RECALL STRATEGY

- Method of notification
- Depth of retrieval
- Whether effectiveness checks are required, and if so, to what level.
- Whether media releases are required and, if so, what medium or media would be most appropriate and what the release should contain.

RECALL STATUS REPORTS

Periodic status reports to the appropriate government office during the recall will become necessary in the event of a recall. Status Reports should include the following:

- Number of Patients/Caregivers notified of the recall
- Date and method of recall
- Number of Patients/Caregivers responding to the communication and amount of MM Product they had on hand
- Number of Patients/Caregivers who did not respond
- Number of Medical Marijuana Products returned or corrected by each Patient/Caregiver and the quantity of the product accounted for (as recorded on the Customer Complaint Log).
- An estimate of the time for completion of the recall.

RECALL PROCEDURE

In the event of a situation that warrants a recall, the following steps should be taken:

Step 1: Classify the recall; there are three different classes (See section titled Recall Classification)

Step 2: Alert Company employees to their responsibilities

Employee Responsibilities

Chief Executive Officer:

Makes decision to withdraw or recall product and to involve regulatory bodies. Directs Director of Operations and Dispensary Manager with Patients/Caregivers communication. Coordinates with all Media Communication. Obtains Legal Counsel.

Director of Operations:
Classifies recall, involves all necessary Company employees, notifies the Grower/Processor, coordinates retrieval of all process, storage and shipping data involving suspect MM Product.

If the decision is made to dispose of the suspected MM Product(s), work out necessary arrangements with the Grower/Processor to return suspected MM Product(s) for disposal.

Recall effectiveness checks may be carried out by telephone calls, facsimile transmissions, or personal visits as often as is necessary to accomplish their intended purpose. The objective of the follow-up is to verify that all the consignees are taking appropriate actions and that all, or as much as is humanly possible, of the suspected MM Product(s) has been accounted for.

Dispensaries must ensure that the Patient/Caregiver contact details are both up to date and available to all key members of the management.

RECALL STRATEGY

- Indicate the level in the distribution chain to which you are extending your recall (in this case—medical user)
- Indicate the method of notification (telephone is default). It is advisable to include a written notification so Patients/Caregivers will have a record of the recall and instructions
- Report on what the Company has instructed Patients/Caregivers to do with the recalled product and its whereabouts
- It is helpful for recalling facilities to know the name and title of the Recall Contact. Addressing a recall notification letter to a recall contact will expedite the recall process and reduce the potential for the notification letter to get misdirected.
  - If product is to be returned, explain the mechanics of the process
  - Explain if this recall will create market shortage that will impact the Patients
  - Report on all recall effectiveness check strategy

PUBLIC NOTIFICATION

The most important part of the recall communication is to convey:

- The identity of the MM Product in question and recall status
- That further distribution of the MM Product should cease immediately
- Instructions regarding what to do with the MM Product

WORKPLACE SAFETY

DRUG-FREE WORKPLACE.
The Facility has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees, the product, and to the security of our equipment and facility. For these reasons, despite Section 1161.21(b)(3) of the
Temporary Dispensary Regulations, the Company is committed to the elimination of drug and/or alcohol use and abuse in the workplace/Facility.

In compliance with the Drug-Free Workplace Act of 1988, our Facility has a commitment and a responsibility to the Commonwealth of Pennsylvania, the Federal Government, our Patients and our employees, to provide a safe, quality-oriented and productive work environment consistent with the standards of the community in which the Facility operates. Alcohol and drug abuse pose a threat to the health and safety of everyone involved, and will jeopardize the Facility's Business Permit to operate.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment of the Facility.

EMPLOYEE ASSISTANCE AND DRUG-FREE AWARENESS

- Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from the Company's Physician who has been trained to make referrals and to assist employees with drug/alcohol problems.
- The Company will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leave of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously.
- Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their practitioners about the medications' effects on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their Department Manager. Employees should not, however, disclose underlying medical conditions unless directed to do so.

WORK RULES

The following work rules apply to all employees:

- Whenever employees are working, are present on Company Facility Premises, or are conducting related work off-site, they are prohibited from:
  - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia); and/or
  - Being under the influence of alcohol or an illegal drug as defined in this policy.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing Facility business or while in a Facility is prohibited.
• The Facility will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed Pharmacist or be prepared to produce it if asked.

• Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

REQUIRED TESTING

The Company retains the right to require the following tests:

• **Pre-Employment:** All applicants must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

• **Reasonable Suspicion:** Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. Director of Operations must be consulted before sending an employee for reasonable suspicion testing.

• **Post-Accident:** Employees are subject to testing when they cause or contribute to accidents that seriously damage Facility machinery, equipment or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.

• **Follow-Up:** Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, the Company may offer an employee who violates this policy or tests positive, the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year, but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.

CONSEQUENCES

• Applicants who refuse to cooperate in a drug test or who test positive will not be hired.

• Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated.

• The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including discharge.

• Employees will be paid for time spent in alcohol/drug testing and then suspended pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a Department
Manager and Director of Operations. Should the result prove to be negative, the employee will receive back pay for the times/day of suspension.

CONFIDENTIALITY

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to any supervising employee who reviews the file, shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

INSPECTIONS

The Company reserves the right to inspect all portions of its Facility for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

ENFORCEMENT

The Director of Operations shall be responsible for policy interpretation, administration and enforcement.

The Facility drug test consists of the following:

- Alcohol
- Cocaine
- Opiates
- Amphetamines
- PCP
- Ecstasy
- Barbiturates
- Benzodiazepines
- Methadone
- Propoxyphene
- Methamphetamines

Any violation of this Policy will result in immediate termination and referral for criminal prosecution.

WORKPLACE BULLYING.

The Company defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the Facility Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the Facility will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.
Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intuition of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Company considers the following types of behavior examples of bullying:

- **Verbal Bullying:** Slander, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.

- **Physical Bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.

- **Gesture Bullying:** Nonverbal threatening gestures or glances that convey threatening messages.

- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

**VIOLENCE IN THE WORKPLACE.**

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates or coerces another employee, Patient, visitor, vendor or business associate will not be tolerated. The Facility resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. The Company treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, security personnel, or any member of Senior Management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Director of Operations of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. The Company will not retaliate against employees making good-faith reports. The Company is committed to supporting victims of intimate partner violence by providing referrals to community resources and providing time off for reasons related to intimate partner violence.

The Company will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. The Company will not retaliate
against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The Company encourages employees to bring their disputes to the attention of their supervisors or Director of Operations before the situation escalates. The Company will not discipline employees for raising such concerns.

SAFETY.

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, Pennsylvania and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a Patient.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area. The Company shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow Facility safety and health guidelines or engaging in conduct that places the employee, client or Facility property at risk can lead to employee disciplinary action and/or termination.

The Director of Operations and Physician shall have the responsibility to develop and the authority to implement the safety and health program in the interest of a safer work environment.

In the event of an emergency at the Facility, employees are responsible for notifying appropriate emergency personnel, alerting management, and following established protocols to assist individuals to safety.

SMOKE-FREE WORKPLACE.

It is the policy of the Company to prohibit smoking on all Facility Premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the “act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, e-cig or pipe of any kind.”

The smoke-free workplace policy applies to:

- All areas of the Facility;
• All Facility-sponsored off-site conferences and meetings;
• All vehicles owned or leased by the Facility;
• All visitors (customers and vendors) to the Facility Premises;
• All contractors and consultants and/or their employees working on the Facility Premises; and
• All employees and temporary employees.

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

MAINTENANCE, CLEANING AND SANITATION OF THE SITE AND FACILITY
Neither the Company, nor any of its employee shall operate the Facility without a current permit issued by the Department. The Facility’s dispensary permit shall be posted at all times in a conspicuous place within the Facility.

FACILITY SIGNS

The Facility’s appearance and signage shall remain discreet, professional and consistent with the traditional appearance and signage for pharmacies and medical offices. The Facility shall not use any sign or advertisement unless the sign or advertisement has been approved by the Department.

INTERNAL SIGNS.
The purpose of the Facility’s internal signage is to properly identify the Facility and prevent unauthorized access through definite demarcation. There will be signs posted in each room, on each wall, and on the outside of the building that state it is unlawful to consume Medical Marijuana Products in public places, or on or near the Facility Premises. Limited access areas will have a sign posted that is 12 inches wide and 12 inches long, composed of letters not less than one-half inch in height, which shall state “Do not Enter – Limited Access Area – Access Limited to Authorized Personnel and Escorted Visitors. Open areas to Patients and Caregivers will be made clear with signage. The Facility shall post a sign in a conspicuous location at every entrance of the Facility that is 12 inches wide and 12 inches long, composed of letters not less than one-half inch in height, which shall state “THESE PREMISES ARE UNDER CONSTANT VIDEO SURVEILLANCE. NO ONE UNDER THE AGE OF 18 IS PERMITTED TO ENTER UNLESS ACCOMPANIED BY AN ADULT”.

EXTERNAL SIGNS.
The purpose of the Facility’s external signage is to properly identify the Facility and prevent unauthorized access through definite demarcation. The Facility is to have signs stating that it is private property or a restricted area and that unauthorized access is prohibited.

For security purposes, the Facility is to remain as unmarked as possible, as consistent with provisions above, so as to prevent any possible unlawful targeting. There shall be signs posted on
the outside of the Building, stating that it is unlawful to consume Medical Marijuana Products in public places, or on or near the Facility Premises.

The Facility shall post a sign in a conspicuous location at the main entrance of the Facility that reads "THese PREMises ARE UNDER CONSTANT VIDEO SURVEILLANCE. NO ONE UNDER THE AGE OF 18 IS PERMITTED TO ENTER UNLESS ACCOMPANIED BY AN ADULT".

BUILDING REQUIREMENTS

FACILITY WORK ZONES.

The Facility is split into seven (7) Areas, in an effort to promote the highest levels of security, safety, cleanliness, and a positive work environment. Each of the Areas have physical security barriers to ensure that only Authorized employees may enter their appropriate areas. The Areas are as follows:

- Reception/Waiting Area -- the space in front of the Receptionist Desk; the Reception Area where Patients, Caregivers, and Visitors or Guests check in/await.
- Retail Area -- where Patients/Caregivers can purchase Medical Marijuana Products; there may also be a Patient Counseling Room aside the Retail Area where the initial Patient Consultation will occur, if requested or needed, with an onsite medical professional.
- Administrative Office -- consists of area for training, conferences, and administrative duties.

- Break Room -- an area for Agents to change, break and meal.
- Intake/Loading Dock Area -- an area for Medical Marijuana Products delivery intake.

FACILITY EXTERIOR.

The Company ensures that the exterior of its building, which it uses to hold and dispense items is maintained in a good state of repair.

FACILITY INTERIOR.

The Facility ensures that the interior of its building, which it uses to hold and dispense Medical Marijuana Products is maintained in a good state of repair.

The Facility's building is of suitable size, construction and location to facilitate cleaning, maintenance and proper operations.

The Facility's building has adequate space for the orderly placement of equipment and materials to prevent miscalculation or misuse of any component in any step of the control, labeling of
Medical Marijuana Products between different components, containers, closures, labels, in-process materials and Medical Marijuana Products to prevent contamination.

The Facility has storage areas that provide adequate lighting, ventilation, temperature, sanitation, humidity, space, equipment and security conditions for Medical Marijuana Products.

The Facility will remain free from infestation by insects, rodents, birds or vermin of any kind.

The Facility has a designated storage area for items or materials used in direct contact with such items separate from storage areas for toxic or flammable materials.

The Facility has ensured that:

- The flow of components, product containers, closures, labels, in-process materials and items through the use of the building to hold or display items is designed to prevent contamination;
- The operations of the Facility are performed within specifically defined areas of adequate size; and
- There are separate or defined areas or such other control systems for the operations of the Facility as are necessary to prevent contamination or miscalculation or misuse of any component in any step of the intake, labeling or distribution of Medical Marijuana Products during the course of the following procedures:
  - Receipt, identification, storage and withholding from use of components, item containers, closures and labels, pending the appropriate sampling, testing or examination by the Quality Assurance Department before release for distribution;
  - Holding rejected components, item containers, closures and labels before disposition;
  - Storage of released components, item containers, closures and labels;
  - Labeling operations;
  - Storage of items; and
  - Sanitary holding, which includes as appropriate:
    - Floors, walls and ceilings made of smooth, hard surfaces that are easily cleanable;
    - Temperature and humidity controls;
    - An air supply filtered through high-efficiency particulate air filters under positive pressure;
    - A system for monitoring environmental conditions;
    - A system for cleaning and sanitizing rooms and equipment; and
    - A system for maintaining any equipment used to control sanitary conditions.

- All areas of the Facility have been compartmentalized based on function and access shall be restricted between compartments

VENTILATION.
Pages 107-118 of the Dispensary Standard Operating Procedures manual have been redacted.
d. Credit card sales slips;

e. Invoices;

f. Petty cash slips for small cash payments; and

g. Travel, transportation, entertainment, and gift expenses.

4. Assets:

a. When and how the assets were acquired;

b. Purchase price;

c. Deductions taken for depreciation;

d. Deductions taken for casualty losses, such as losses resulting from fires or storms;

e. How the asset was used;

f. Asset sale price; and

g. Expenses of sale.

COMPLAINTS

The complaints from other MM organizations, Patients, Caregivers or practitioners relating to the operation of the Dispensary will be conducted with a Dispensary Complaint Form.

*Please note: The Department will typically make a Complaint Form available online.*

This form allows anyone with knowledge or concerns about a suspected violation to submit a complaint by using this form. A complaint is a suspected violation of the Pennsylvania Medical Marijuana Program rules and/or statutes governing the operations of licensed Medical Marijuana organizations.

The form will include the request for the following information:

- Complainant Information – Names, Contact Information, Address etc.
- Complaint Source – Patient, Caregiver, Dispensary Employee, Other Medical Marijuana Organizations, Practitioner, etc.
- Dispensary Information – Identifying information about the Dispensary being reported (Dispensary Name, Address, Permit Number, etc.)
- Complaint Description – Time and Date of Alleged Violation, Description of complaint.
- Evidence – Description of any supporting evidence
- Notification – If the Dispensary or Law Enforcement has been notified

REPORTING

In pursuit of §1141.46 of the MM Act, the Company shall submit the following reports to the Department, on forms prescribed by the Department, at the end of the first 12-month period following the issuance of a permit, and as of the end of each 3-month period thereafter:

- The amount of Medical Marijuana purchased by the Dispensary during the period for which the report is being submitted.
- The per-dose price of Medical Marijuana purchased by a Dispensary in a unit of measurement as determined by the Department.
• The per-dose price of an amount of Medical Marijuana dispensed to a Patient or Caregiver by a Dispensary as well as the unit of measurement as determined by the Department.

The Company shall make a full and complete plan of operation available to the Department upon request including ongoing reporting of operational and financial information in a form and manner prescribed by the Department.

The SOPs will be reviewed by the CEO, Physician and Director of Operations annually. The revisions at the time of review will be recorded and noted on the next revised version of the SOPs.

Recorded SOP Changes Sample

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<tr>
<th>Date</th>
<th>Description</th>
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<tbody>
<tr>
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<td>Updated qualification requirements for Dispensary Manager</td>
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<td>Modified Disciplinary Actions section to reflect warnings</td>
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<td>Added verbiage to Development section regarding Medical Marijuana Products</td>
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<td>Added verbiage to Dispensing Medical Marijuana specifying electronic signature requirement</td>
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<td>Modified types of Disposable Marijuana</td>
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<td>Expanded Disciplinary Actions section</td>
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APPENDICES

APPENDIX A – EMPLOYEE PERFORMANCE EVALUATION FORM

SIMPLE PERFORMANCE REVIEW

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<th>CHARACTERISTICS</th>
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<th>SAFETY</th>
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GOALS

- ACHIEVED GOALS SET IN PREVIOUS REVIEW

- GOALS FOR NEXT REVIEW PERIOD

COMMENTS AND APPROVAL

COMMENTS

EMPLOYEE SIGNATURE

REVIEWER SIGNATURE
APPENDIX B – SAMPLE LABEL

Sample Label

Name: [Entity]
Dispensary License #: 1234567890
Phone: 123-456-7890
Web: [URL]

Patient/Caregiver: John Doe
ID: 83456789012
Date Dispensed: 01/01/17

Requirement or Limitation Noted by Physician:

Instructions for use: For medical use only. Not for resale or transfer to another person. No pesticides, herbicides, or fertilizers have been used in the cultivation of this medical marijuana.

Product: Salve

Ingredients: Refined Cannabis Oil, Aloe Barbadensis (Organic Aloe) Leaf Juice, Ceramides [1%], Cyclomethicone (Coconut) Oil, Glycerin, Emulsifying Wax NF, Stearic Acid, Vitis Vinifera (Grape) Seed Oil, Phenoxyethanol, Xanthan Gum, & Tetrasodium EDTA.

Strain: Blue Dream Batch: 185A

Weight: 1oz Amount: 100mg
Concentration: 1% CBD; 10% THC Harvest date: 04/16/2016

Package date: 05/06/2016
Use by: 06/06/2017

Inventory ID #: 567890123
Laboratory Testing ID: 345

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

Product must be kept in original container in which it was dispensed. Unauthorized use is unlawful and will subject the purchaser/user to criminal penalties.
APPENDIX C -- NEW PATIENT FORM

New Patient Profile Form

Last Name: __________________________ First Name: __________________________ Middle Initial ________

Street Address ________________________________________________________________

City, __________________________ State, ___________ Zip ___________

E-mail __________________________ Phone __________________________

Cell Phone Carrier __________________________________________________________

Driver's License Number __________________________ Expiration Date __________ __________ /

Other Government issued ID Number __________________________ Expiration Date ________ /2016

Are you a Veteran (Circle One) Yes / No

How did you hear about us? (Optional)

○ News
○ Medical Marijuana Certification Center
○ Walk by/Drive by
○ Doctor
○ Smoke Shop
○ Pennsylvania Department of Health

○ Internet Search
○ Leafly
○ Weedmaps
○ Friend
○ Other

Favorite Products: (Optional)

1. __________________________
2. __________________________
3. __________________________

Serious Medical Condition (Optional)

○ Cancer
○ Glaucoma
○ HIV
○ AIDS
○ Hepatitis
○ ALS
○ Chron's disease

○ Agitation of Alzheimer's disease
○ Cachexia or Wasting Syndrome
○ Severe and chronic pain
○ Severe nausea
○ Seizures
○ Severe or persistent muscle spasms

Additional Medical History. (Optional)

Please note, not all the conditions listed in the following list represent the qualifying conditions stated in the Arizona Medical Marijuana Act. This is general health information for our staff to better serve you in an event you may have a medical emergency.
1. Heart Surgery  
2. Heart disease/Heart attack  
3. AIDS/HIV  
4. Paralysis/Stroke  
5. Severe musculat/skeletal problem  
6. Liver Disease  
7. Neurological Disorder  
8. High Blood Pressure  
9. Currently Pregnant  
10. Stomach Problem  
11. Severe Urinary Tract Problems  
12. Currently Nursing  
13. Visual Impairment  
14. Cancer  
15. Bleeding Tendencies  
16. Hearing Impairment  
17. Hepatitis  
18. Respiratory Problems  
19. Glaucoma  

If you selected any of the above conditions, or are experiencing others not listed, please indicate the specific nature here: ____________________________________________

I understand my information is protected by federal and state Laws and will not be disclosed to anyone outside of [enter Company] or the Pennsylvania Department of Health without my written consent.

Print Name ___________________________________ Date ___________________________________

Signature ____________________________________
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Memorandum”) is made and entered into on February 10, 2017, by and between Keystone Relief Centers, LLC (“KRC”) and MoreBetter Ltd. (“Releaf”). KRC and Releaf are collectively known as the “Parties.”

WHEREAS, KRC intends to submit an application (the “Application”) for a license (the “License”) in the Commonwealth of Pennsylvania to open and operate medical cannabis dispensaries (the “Dispensaries”) to provide medical cannabis to individuals suffering from certain medical conditions; and

WHEREAS, Releaf has developed an app called “Releaf” (the “App”) which allows patients to track their physical experience while using medical cannabis to better inform themselves, caregivers and medical professionals with respect to their treatment regimen; and

WHEREAS, assuming KRC is awarded the License, KRC believes that the patients visiting the Dispensaries may benefit from the use of the App; and

WHEREAS, the Parties desire to enter into this non-binding Memorandum for purpose of detailing how they will work together to accomplish the goals and objectives set forth herein.

1. PURPOSE AND SCOPE:

The Parties intend for this Memorandum to provide the cornerstone and structure for a possible binding contract pursuant to which KRC can obtain the right to provide the App to its patients for their use.

2. OBJECTIVES:

(a) The Parties shall work together to develop content regarding the App for KRC to feature in its Application. Releaf hereby consents to KRC’s use of the same in the Application. The decision of whether actually feature Releaf in the Application is in KRC’s sole discretion.

(b) KRC consents to Releaf featuring the App in any other cannabis license application that may be filed by third-parties. Releaf may also contract with any other third-party in Pennsylvania with regard to the use or distribution of the App.

(c) If KRC is awarded a License, the Parties shall, following such award, negotiate, in good faith and for a period of 60 days, the terms and conditions upon which KRC can provide the App to its patients.

3. MEMORANDUM NOT A BINDING AGREEMENT

This Memorandum shall not be a legally binding agreement between the Parties, but rather is an indication of the Parties’ interest in working together in such a manner that would promote a genuine atmosphere of collaboration. In the event that the Parties desire to enter into a formal agreement incorporating the concepts contained herein, the Parties will enter into a separately negotiated agreement, which agreement will supersede this Memorandum.
The Parties, through their duly authorized representatives, have executed this Memorandum, to be effective as of the date first hereinabove set forth.

KEYSTONE RELIEF CENTERS, LLC
By: [Signature]

MoreBetter Ltd.
By: [Signature]

[Signature]
Pennsylvania Department of Health
Medical Marijuana

SECURITY PLAN

SECURITY EQUIPMENT SPEC SHEETS

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All rights reserved. No part of this publication may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of Sapphire Risk Advisory Group LLC, except in the case of brief quotations embodied in critical reviews and certain other noncommercial uses permitted by copyright law.
Entire Attachment redacted under applicable law and provisions of Act and accompanying Application.
A Better and Safe Way to Take Medication!

Introducing the TimerCap!

Measure
Time since last dose

Monitor
when it’s safe to get behind the wheel

Manage
medication in the original containers for safety information

Detect and Deter
unwanted openings and diversion of opioids in the house

How It Automatically Works
Like a stopwatch, it resets every time you close the container and begins to display time passed since last closed. It’s perfect for tracking schedules or taking care of loved ones.

Keeps medication organized and managed in the original bottles. Simple for identification of diversion and last dosage in case of emergencies.

1. Apply Cap
Place TimerCap on bottle.

2. Timer Starts
Timer automatically starts counting minutes and hours since last closed.

3. Time Stops
Timer keeps counting up until reopened. Then restarts when back on the bottle.

FINALLY! An EASY, RELIABLE and ACCURATE way to take medications AND detect and deter unwanted use.

“It’s hard to remember if what you take makes you forget!”

Larry Twersky

Available at CVS and Rite-Aid
TimerCap

Measure, Monitor, Manage, Detect, Deter

- Built-In LCD Timer
- Works like a stopwatch
- Counts-up the hours & minutes since you last opened your medication

CLOSE TIGHTLY ↔ CIERRA FUERTE

Time Since Last Opened

HRS: MIN
24:00

Easy To Use! No Buttons to Press No Alarms to Program

Available at CVS & Rite Aid

1. Apply Cap
Place TimerCap on bottle.

2. Timer Starts
Timer automatically starts counting minutes & hours since last closed.

3. Time Stops
Timer keeps counting up until reopened. Then resets when back on the bottle.
Use this chart to keep track of your medications.

**Medication Tracker**

<table>
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<tr>
<th>Patient</th>
<th>Medication</th>
<th>Dosage</th>
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</table>

**Prescribed Intervals**

(Time between dose, ie: 8 hrs., 12 hrs., 24 hrs., etc.)

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<tr>
<th>Date/Day</th>
<th>Time Elapsed</th>
<th>+/-</th>
<th>Date/Day</th>
<th>Time Elapsed</th>
<th>+/-</th>
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</thead>
</table>
Compliance Packaging for Opioids and every medication!

Custom TimerCap for your organization

Pharmacy / Pharmaceuticals / Safety / Awareness

<table>
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<tr>
<th>Standard bottle</th>
<th>Large bottle</th>
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<td>Height (inches)</td>
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<td>Diameter (inches)</td>
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<tr>
<td>Fluid Ounce (oz)</td>
<td>1.6oz</td>
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<tr>
<td>Fluid Dram (d)</td>
<td>13d</td>
</tr>
<tr>
<td>Fill Volume (ml)</td>
<td>n/a</td>
</tr>
<tr>
<td>Diameter Neck (mm)</td>
<td>32mm</td>
</tr>
<tr>
<td>Height (inches)</td>
<td>3.50&quot;</td>
</tr>
<tr>
<td>Diameter (inches)</td>
<td>1.84&quot;</td>
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<tr>
<td>Cubic Centimeter (cc)</td>
<td>148cc</td>
</tr>
<tr>
<td>Fluid Ounce (oz)</td>
<td>5oz</td>
</tr>
<tr>
<td>Fluid Dram (d)</td>
<td>40d</td>
</tr>
<tr>
<td>Fill Volume (ml)</td>
<td>59ml</td>
</tr>
<tr>
<td>Diameter Neck (mm)</td>
<td>48mm</td>
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</table>

Design Your Own Custom Bottle Label

- Standard Label 2" x 4"
- Child Resistant
- EZ - Twist

Make Your Own Custom TimerCap Label

- Logo
- Logo

Cannabis / Dispensary / Safety / Awareness

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Trade Shows / HIV / Concentrates / Travel

Timer Cap 2Go

- Custom label
- 2Go Label 1/2" x 4"
- Standard Timer Cap 1/2 oz bottle - EZ-Twist

DOH REDACTED
<table>
<thead>
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<th>Suffix</th>
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<td>Louis</td>
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<td>Director</td>
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<tr>
<td>First Name:</td>
<td>Kathleen</td>
<td>Middle Name:</td>
<td>Ann</td>
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<tr>
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<th>J</th>
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<tr>
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<th>James</th>
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Keystone Relief Centers, LLC 03/ /2017 Dispensary Addendum Section 4A
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Attachment B: Organizational Documents

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

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

Trade names and DBA (doing business as) names:

DOH REDACTED
PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

CT - COUNTER

10131461 SOPA 1

Certificate of Organization
Domestic Limited Liability Company

TCO150824.011773

Fee: $125

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

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

Keystone Relief Canton, LLC

---

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street    City    State    Zip    County

(b) Name of Commercial Registered Office Provider    County

c/o: CT Corporation System

---

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

Name
Shaun Fleming

---

2016 AUG 19 PM 1:34
PA. DEPT. OF STATE

2016 AUG 21 PM 3:34
PA. DEPT. OF STATE
4. Strike out if inapplicable term: A member's interest in the company is to be evidenced by a certificate of membership interest.

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

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

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

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

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 18th day of August 2016.

[Signature]

[Signature]
PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Change of Registered Office

Return document by mail to:

Name: cis-charrisburgfulfillment
Address: @wolterskluwer.com
City: State: Zip Code:

Return document by email to:

Fee: $5

The type of domestic association (check only one):

- Business Corporation
- Limited Liability Company
- Nonprofit Corporation
- Limited Liability Limited Partnership
- Limited Partnership

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 1307/1307.8306/8306 (relating to change of registered office), the undersigned domestic corporation, limited liability company, limited partnership or limited liability limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name of the association is: Keystone Relief Centers, LLC

2. The current registered office address as on file with the Department of State. __ Complete part (a) OR (b) — not both:
   (a) Numerical address
   (b) 5th
   City: State: Zip: County:

3. New address. __ Complete part (a) OR (b) — not both:
   (a) The address in this Commonwealth to which the registered office of the corporation, limited partnership, limited liability limited partnership or limited liability company shall be provided by:
   Name of Commercial Registered Office Provider

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

IN TESTIMONY WHEREOF, the undersigned has caused this Statement or Certificate of Change of Registered Office to be signed by a duly authorized officer, general partner, manager or member thereof this 18th day of January 2017.

Keystone Relief Centers, LLC
Name of Corporation/Limited Partnership/Limited Liability Limited Partnership/Limited Liability Company

Signature
Authorized Representative
Title

2017 FEB 22 AM 8:58
PA DEPT OF STATE
AMENDED & RESTATED OPERATING AGREEMENT

OF

KEYSTONE RELIEF CENTERS, LLC

(a Manager-managed Pennsylvania limited liability company)

Initially Adopted: August 19, 2016

As Amended and Restated: November 11, 2016

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE'S SECURITIES ACT (THE "ACTS"), AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACTS OR UNLESS AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. IN ADDITION, ANY OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION IS SUBJECT TO CERTAIN RESTRICTIONS AS PROVIDED IN THE AMENDED AND RESTATED OPERATING AGREEMENT.
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AMENDED & RESTATE operating AGREEMENT
OF
KEystone RELIEF CENTERS, LLC

This AMENDED & RESTATE operating AGREEMENT is entered into by and among Keystone Relief Centers, LLC (the "Company"), and those Persons listed on Schedule A-1 attached hereto (each a "Common Member" and collectively the "Common Members") and Schedule A-2 attached hereto (each a "Series A Member" and collectively the "Series A Members", and together with the Common Members, individually a "Member" and collectively as the "Members") and anyone else admitted as a Member in accordance with the terms of this Agreement.

WITNESSETH:

WHEREAS, the Company has been formed as a limited liability company under the Pennsylvania Limited Liability Company Act of 1994, as amended (the "Act");

WHEREAS, the Company and the Series A Members are parties to the Series A Preferred Unit Subscription Agreement of even date herewith (the "Subscription Agreement"), and desire to execute this Agreement amongst the parties so as to set forth each of their respective rights, duties and obligations as it relates to the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and intending to be legally bound, the Members hereby agree to be bound by the following:

ARTICLE 1
DEFINITIONS

1.1 Definitions. For purposes of this Agreement, capitalized terms shall have the meanings set forth on Schedule B attached hereto and incorporated herein, except as otherwise specified or as the context may otherwise require.

ARTICLE 2
FORMATION AND PURPOSE

2.1 Formation, Name and Registered Office/Agent. The Company has been formed pursuant to the Act. The name of the Company is Keystone Relief Centers, LLC. The Company may do business under such other names as may be chosen from time to time by the Board. The registered agent and registered office of the Company shall be CT Corporation System, DOH REDACTED or at such other place as the Board may from time to time determine. The Company shall maintain such other business offices as the Board shall from time to time determine. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Commonwealth of Pennsylvania as required by the Act, provided, however, that the Company shall at all times maintain a registered office and a designated agent within the Commonwealth of Pennsylvania.

2.2 Purposes. The purposes of the Company shall be:

(i) the development and submission of an application for up to four (4) licenses to be granted by the Commonwealth of Pennsylvania Department of Health (the "Department")
to establish and operate dispensaries as authorized under the Pennsylvania Medical Marijuana Act and the rules and regulations promulgated thereunder (the "PMMA");

(ii) the development and operation, in accordance with the PMMA and all rules and regulations promulgated thereunder by the Commonwealth and Department, dispensaries for the sale and distribution of medical marijuana in accordance with licenses awarded by the Department;

(iii) any and all lawful business for which a limited liability company may be organized under the Act, and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing that are lawful under the laws of the Commonwealth of Pennsylvania;

(iv) to provide for the creation of an equity incentive program that would allow certain designated employees to share in the profits of the Company, as well as provide for the admission of such employees as Members on the terms provided herein; and

(v) to establish one or more funds for purposes of (A) creating, or otherwise contributing to an established, medical marijuana research program (the "R&D Program") focused on the continued study of the medical benefits and application of marijuana in the medicinal context, (B) providing assistance to programs targeted to substance abuse prevention and treatment (the "Treatment Program") and (C) establishing and maintaining an employee training program for minority candidates (the "Training Program" and together with the R&D Program and Treatment Program, the "Programs").

2.3 Execution and Filing of the Certificate. A certificate of organization of the Company (the "Certificate") has been filed with the Department of State of the Commonwealth of Pennsylvania on August 19, 2016. The filing of the Certificate is hereby ratified and confirmed. Whenever it is necessary or appropriate to amend or restate the Certificate, the Board may timely file an amended Certificate, and the Board shall do and continue to do all other things as may be required or advisable to maintain the Company as a limited liability company existing pursuant to Pennsylvania law and as provided herein.

2.4 Governing Act. The Company under this Agreement shall be organized pursuant to the Act as it may be amended from time to time. Further, the Board shall take all reasonable steps necessary to ensure the Company's ongoing compliance with the PMMA and all rules and regulations issued in connection therewith.

2.5 Other Qualifications. The Company shall exist under the laws of the Commonwealth of Pennsylvania and, to the extent that the business of the Company is in the future conducted in any jurisdiction other than Pennsylvania, under the laws of such other jurisdiction to the extent necessary or desirable to do business in such jurisdiction, as determined by the Board. The Members hereby authorize and empower the Board to execute on their behalf any documents and to take any other action which may be necessary or desirable in order to permit the Company to do business (or facilitate the doing of business) in any such jurisdiction; provided that all such actions must be in accordance with the PMMA and all rules and regulations relating thereto.

2.6 Names, Addresses, Units and Percentage Interests of Members. The names, addresses, Total Commitment Amount, Capital Contribution amounts, and number and class of Units of the Members are set forth on Schedules A-1 and A-2 hereto. The Board shall promptly amend Schedules A-1 and A-2 from time to time to reflect the admission or withdrawal of Members; a change in a Member's address; the sale, grant, issuance or redemption of Units; or the receipt of additional Capital Contributions; and any such amendment shall be effective as of the date of the event necessitating such amendment.
2.7 **Conflict with Federal Law.** The Members acknowledge and understand that, while the Commonwealth of Pennsylvania has decriminalized the cultivation, production, possession, sale, and distribution of marijuana for medical purposes by individuals and entities that have obtained appropriate licensure from the Commonwealth, pursuant to the PMMA and rules and regulations associated therewith, such conduct remains illegal under federal law, including but not limited to the Controlled Substances Act, 21 U.S.C. § 801 et seq (the "Controlled Substances Act"). As a result, the Company faces certain risks and may be subject to a federal criminal prosecution. If convicted, the penalties may include a significant prison term, fine, or both. Moreover, without pursuing a criminal prosecution, the federal government can seize, and seek the civil Forfeiture of, the real or personal property used to facilitate the sale of marijuana as well as the money or other proceeds. Marijuana is a rapidly growing and evolving industry that currently exists in an unsettled legal landscape. As a result, unforeseen changes may occur in the applicable laws or regulations that could have an impact on the Company's future rights and liabilities. The Company should be cognizant that its activities in this sector of the economy will continue to put it at some risk until the state and federal dichotomy is resolved.

**ARTICLE 3**

**CAPITAL CONTRIBUTIONS**

3.1 **Initial Capital Contributions of Members.** In connection with the execution of the Subscription Agreements, each Member has contributed, or shall cause to be contributed, cash to the Company in exchange for the acquisition of its Units as reflected on Schedule A-2 attached hereto (such amounts the "Initial Capital Contributions").

3.2 **Additional Capital Contributions.**

(a) As provided in, and as limited by the Subscription Agreement, each Member has committed to provide aggregate funds in an amount equal to (but in no event in excess of) his Commitment Amount, as set forth on Schedule A-2. If at any time after the date hereof, not less than 75% of the Managers determine that additional funding is required by the Company so as to fulfill the Purposes of the Company as outlined in Section 2.2, or to pay any liabilities or other existing obligations of the Company, such as accrued operating costs and projected operating costs in excess of anticipated revenues, the Board shall give the Series A Members a written notice to that effect (a "Capital Call Notice") setting forth the purposes and amounts of such additional requested funding.

(b) Within fourteen (14) days following the distribution of the Capital Call Notice, each Series A Member shall contribute to the Company, as an additional capital contribution, an amount equal to the total amount so determined multiplied by the then existing Percentage Interest of each Series A Member; provided that in no event shall such amount, when combined with all prior Capital Contributions, exceed a Series A Member's Commitment Amount. A contribution to the Company made by a Series A Member pursuant to this Section is herein referred to as an "Additional Capital Contribution," and along with the Initial Capital Contributions shall collectively be referred to as the Capital Contributions.

(c) If a Series A Member (the "Failing Member") fails to make an Additional Capital Contribution as required in Section 3.2(b), then the Company shall have the right (i) to institute repurchase proceedings against the Failing Member, in accordance with the provisions set forth in Section 9.4, and otherwise adjust the Failing Member's respective Percentage Interest to reflect such repurchase, (ii) cause the immediate removal of any Manager affiliated with the Failing Member from the Board, and (iii) pursue any other legal rights and remedies available under applicable law.
(d) Upon the occurrence of an event as outlined in Section 3.2(c), the Company may, but shall not be obligated to, notify the remaining Series A Members of the failing Member’s failure to provide its respective Additional Capital Contribution, and provide the remaining Series A Members with the opportunity (but not obligation) to contribute additional capital so as to satisfy the shortfall caused by the failing Member. In the event that more than one Series A Member desires to provide such additional capital amounts, then such additional capital shall be provided by the Series A Members on a pro rata basis based on their respective Percentage Interests.

3.3 Capital Accounts. A separate Capital Account shall be established and maintained for each Member in accordance with Code Section 704 and Treasury Regulation Section 1.704-1(b) and the following provisions:

(i) Generally, the Capital Account of a Member shall consist of the Member’s Initial Capital Contribution increased by: (a) any Additional Capital Contributions in cash; (b) the fair market value of any Capital Contribution of property in kind (net of liabilities securing such contributed property that the Company is considered to assume or take subject to, under Section 752 of the Code); and (c) such Member’s share of Company Profits (or items thereof allocated pursuant to Article 4), including income and gain exempt from tax, and decreased by (w) distributions in cash to such Member; (x) the fair market value of property distributed in kind to such Member (net of liabilities securing such distributed property that such Member is considered to assume or take subject to, under Section 752 of the Code); (y) such Member’s share of Company Losses allocated pursuant to Article 4; and (z) such Member’s share of expenditures of the Company described or treated as described in Section 705(a)(2)(B) of the Code.

(ii) If any interest in the Company, or a portion thereof, is transferred in accordance with this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iii) The foregoing provisions and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. If the Board determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto are computed to comply with such Regulations, the Board may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Articles 4 and 8 hereof. The Board also may make any appropriate modifications if unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulation Section 1.704-1(b).

3.4 No Return of or Interest on Capital; No Partition. Except as specifically provided in this Agreement, no Member may withdraw any amount from his Capital Account or be paid interest on his Capital Contributions or his Capital Account. No Member shall have any personal liability for the repayment of any Capital Contributions of any other Member. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each of the Members hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company.
3.5 Pre-Emptive Rights.

(a) Pre-Emptive Rights. In the event the Company determines, in accordance with this Agreement, to offer or sell any New Securities, the Company shall first offer such New Securities to each Member. The Company shall give notice (the "Offer Notice") to each Member, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities (the "Unit Price"). By notification to the Company within ten (10) days after the Offer Notice is given, each Member may elect to purchase or otherwise acquire the New Securities, at the price and on the terms specified in the Offer Notice. In the event of oversubscription by the Members, the amount of New Securities that the Members may acquire will be reduced on a Pro Rata basis. Except for the impact of having its Percentage Interest reduced by failing to purchase its Pro Rata share of any additional Units in respect of a particular Offer Notice within the prescribed period, any Member which does not acquire additional Units shall have no liability to the Company or the other Members by reason of such failure and shall not suffer any other adverse effect (other than dilution of economic rights and voting power hereunder) as a result thereof.

(b) Shortfall Sales. At the expiration of such ten (10) day period, the Company shall promptly notify each Member that elects to purchase or acquire all the New Securities available to it (each, a “Fully Exercising Investor”) of any other Member’s failure to do likewise. During the ten (10) day period commencing after the Company has given such notice, each Fully Exercising Investor may, at its election, make additional purchases of New Securities in an amount equal to all or part of any such shortfall within ten (10) days after the Company has given such notice.

(c) Additional Members. If additional authorized amounts of New Securities remain available for issuance following completion of the procedures outlined above, the Board may proceed with the sale of New Securities on behalf of the Company to Persons who were not previously Members, and who otherwise meet the conditions applicable to a Qualified Member and satisfies such additional conditions as the Board may impose.

(d) Notwithstanding any provision hereof to the contrary, in lieu of complying with the provisions of this Section, the Company may elect to give notice to the Members within thirty (30) days after the issuance of New Securities, which notice shall describe the type, price, and terms of the New Securities. Each Member shall thereafter have twenty (20) days from the date notice is given to elect to purchase up to that number of New Securities that would, if purchased by such Member, maintain such Member’s Percentage Interest, as calculated before giving effect to the issuance of such New Securities. The closing of such sale shall occur within sixty (60) days of the date notice is given hereunder.

3.6 Ownership Interests. The interests of the Members in the Company shall be personal property for all purposes.

3.7 Compliance with PMMA. Neither the Company nor any Member, Manager or officer shall take any action, including making any Prohibited Transfer, that shall have the effect of violating the PMMA or any rules or regulations promulgated thereunder.
ARTICLE 4

DISTRIBUTIONS TO MEMBERS AND ALLOCATIONS
OF PROFITS AND LOSSES

4.1 Profits and Losses.

(a) 

(b) 

4.2 Distributions.

(a) 

(b) 

4.3 Special Allocations.
4.5 **Tax Allocations: Code Section 704(c).**

(a) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for Federal income tax purposes and its initial Gross Asset Value.

(b) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for Federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

(c) Any elections or other decisions relating to allocations pursuant to this Section 4.5 shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.5 are solely for purposes of Federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

4.6 **Miscellaneous.**

(a) Except as otherwise provided in this Agreement, for Federal, state and local income tax reporting purposes, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.
(b) The Members are aware of the income tax consequences of the allocations made by this Article 4 and hereby agree to be bound by the provisions of this Article 4 in reporting their shares of Company income or loss for income tax purposes.

(c) Solely for the purpose of determining each Member's share of excess nonrecourse liabilities pursuant to Treasury Regulation Section 1.752-3(a)(3), and solely for such purpose, each Member's interest in Company Profits is hereby specified to be such Member's Percentage Interest.

(d) Upon the exercise of any option, conversion right or warrant (collectively, "Options") to acquire Units, the Board shall make other allocations or effect a shift of Capital Account balances of the Members as the Board shall determine to be necessary in order to properly reflect the interests of any option holder in the Company and to preserve the value of such option holder's option (i.e., by preserving the option holder's ability to realize the appreciation in value of a Unit over the option price applicable to his option). Any allocations or Capital Account shifts determined by the Board to be necessary under the immediately preceding sentence shall be made over such period as the Board determines to be reasonable. To the extent applicable, any such adjustments or allocations shall be made in a manner consistent with any proposed, temporary or final Regulations promulgated under Code Sections 704 or 721 with respect to partnership convertible obligations or options. If, in connection with the exercise of an option to acquire Units granted to an employee or consultant of the Company for services rendered to the Company, the Board determines that it is necessary to effect a Capital Account shift in order to properly reflect the interest of the Person (the "Optionholder") exercising the option in the Company, then the following shall occur: (A) the Company shall be deemed to have distributed an amount of cash to the Optionholder equal to the amount of the Capital Account balances of the other Members that are shifted to the Optionholder, and (B) the Optionholder shall be deemed to have contributed such amount to the capital of the Company.

4.7 Establishment of Reserve. The Board shall, in addition to the reserves contemplated in Article 12 relating to the Programs, have the right and obligation to establish reasonable reserves based on generally accepted accounting principles for maintenance, improvements, acquisitions, capital expenditures and other contingencies, such reserves to be funded with such portion of the operating revenues of the Company for any fiscal year as the Board may deem necessary or appropriate for that purpose.

4.8 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article 4 for all purposes under this Agreement. The Board is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any Federal, state or local government any amounts required to be so withheld pursuant to Code or any provision of any other Federal, state or local law and shall allocate any such amounts to the Members with respect to which such amount was withheld.

4.9 Distributions and Allocations in Respect to Transferred Interests. If there is a transfer of all or any portion of a Company Membership Interest during any taxable year or portion thereof, Profits, Losses, taxable income, gain, deduction and credit, each item thereof and all other items attributable to such Company Membership Interest for such period shall be divided and allocated between the transferor and the transferee by accounting for their varying interests during such period in accordance with Section 706(d) of the Code. All Company distributions on or before the date of transfer of the Company Membership Interest shall be made to the transferor, and all Company distributions after the date of transfer shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize the transfer of a Company Membership Interest as of the end of the calendar
quarter during which it receives written notice of such transfer together with such other information as the Board may reasonably require; provided, however, that if such convention is not then permitted by law, allocation may be made utilizing any conventions permitted by law and selected by the Board in its reasonable discretion after consultation with the transferor and the transferee. The Board and the Company shall incur no liability for making allocations and distributions in accordance with the provisions of this Section 4.9, whether or not the Board or the Company have knowledge of any transfer or attempted transfer of ownership of any Company Membership Interest.

4.10 Bipartisan Budget Act of 2015 Election. The Company will not elect into the partnership audit procedures enacted under Section 1101 of the Bipartisan Budget Act of 2015 (the "BBA Procedures") for any tax year beginning before January 1, 2018. Once the BBA Procedures are applicable, [redacted] will serve as the Partnership Representative as such term is defined in Section 6223 (a) of the BBA Procedures. The Partnership Representative shall give notice to each other Member of a Company audit. The Partnership Representative shall have authority to act on behalf of the Company and make all relevant decisions regarding application of the BBA Procedures, including but not limited to annually electing out of the BBA Procedures pursuant to Section 6221(b) of the BBA Procedures (if such election becomes available) and/or electing the alternative procedure under Section 6226 of the BBA Procedures. The Members agree to take any and all actions requested by the Partnership Representative in order to comply with the BBA Procedures, including but not limited to filing amended tax returns and providing requested information. The Company will reimburse the Partnership Representative for all expenses incurred in connection with a Company tax examination or proceeding. The Partnership Representative is authorized to spend a reasonable and necessary amount of Company funds for expenses or services related to an examination or proceeding. Any Member who is being audited that causes the Company to incur costs and expenses in connection with such Member's audit shall pay the Company's reasonably incurred costs associated therewith. The Members authorize the Company to amend this Agreement in whatever fashion necessary to comply with the BBA Procedures.

ARTICLE 5

MANAGEMENT

5.1 Rights and Duties of Members.

(a) Except as otherwise expressly provided in this Agreement, no Member of the Company shall have any authority to participate in the management of the Company, to act for, or undertake or assume any obligation or responsibility on behalf of the other Members or on behalf of the Company. The Members shall possess no voting power with respect to the operations of the Company except that the Members shall have a right to vote on Company matters as specifically provided herein. The Members shall not control, direct or operate the affairs of the Company. Instead, the Company shall be managed by managers (each sometimes hereinafter referred to as a "Manager" or a "Manager").

(b) Each Manager shall be a member of the Board of Managers. The number of Managers comprising the Board may be changed upon receiving the approval of the Members holding a Majority-In-Interest.

(c) Each Series A Member with a Commitment Amount of [redacted] shall be initially entitled to (but in no way shall be obligated to) serve as (or designate a representative to serve as) a Manager to the Board.
(d) Each Manager shall serve a one-year term, or until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal. Managers need not be Members of the Company.

(e) Each Series A Member shall continue to possess the right to re-elect, at each annual or special meeting of Members at which an election of Managers is held, or pursuant to any written consent of the Members, one person designated by them to serve as a Manager, for so long as such Series A Member continues to own beneficially at least 100 Units, which number is subject to appropriate adjustment for all splits, distributions, combinations, recapitalizations and the like. In the event a Series A Member at such time fails to own at least 100 Units, then such Series A Member shall not have the ability to re-elect any Manager, such that the Board of Managers shall be reduced by one seat.

5.2 Managers and Officers.

(a) Managers. The Managers elected as provided in this Agreement shall act as a board of Managers of the Company (hereinafter the "Board of Managers" or "Board"). The Board of Managers shall be vested with the authority to manage the Company and shall have the authority to exercise all powers given to a limited liability company under the Act. Any power not specifically delineated in this Agreement, or delegated by the Board pursuant to a policy of delegation adopted by the Board, shall remain with the Board. Notwithstanding the foregoing, the Board may not delegate any of the following to any committee of the Board or any executive officer of the Company:

(i) Appoint members to the Executive Committee, Audit and Finance Committee, Compensation Committee and any other committee formed by the Board;

(ii) Hire or terminate any executive officers of the Company;

(iii) Call any investments committed to the Company from any Member or potential Member;

(iv) Issue any Equity Securities, in one or a series of sales, and admit new Members, for purposes of capital raising;

(v) Adopt an annual budget that sets aside funds for the Programs; and

(vi) Approve any Transfer pursuant to clause (iii) of the definition of Permitted Transfer without the written consent or affirmative vote of 75% of the Managers then serving on the Board.

(b) Manager Related Action.

(i) Resignation and Vacancies. Any Manager may resign at any time upon written notice to the Company. When one or more Managers so resigns, a majority of the Managers then in office, including those who have so resigned in the event such resignation is effective at a future date, shall have power to (i) fill such vacancy or vacancies, (ii) determine to leave the seat empty, or (iii) decrease the number of seats on the Board, the vote thereon to take effect when such resignation or resignations shall become effective, and each Manager so chosen shall hold office as provided in this Agreement in the filling of other vacancies.
(ii) **Place of Meetings: Meetings by Telephone.** The Board of Managers may hold meetings, both regular and special, either within or outside the Commonwealth of Pennsylvania, unless otherwise restricted by this Agreement, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of phone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other and be heard, and such participation in a meeting shall constitute presence in person at the meeting.

(iii) **Regular Meetings.** Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board of Managers.

(iv) **Special Meetings; Notice.** Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the Chief Executive Officer, or any four (4) Managers (or individual Manager, in the event such Manager is the sole Manager). Notice of the time and place of special meetings shall be delivered personally, or by telephone, electronic mail, or other electronic means to each Manager or sent by first-class mail, charges prepaid, addressed to each Manager at that Manager's address as it is shown on the records of the Company. Any such notice must be delivered personally or by telephone at least forty-eight (48) hours before the time of the holding of the meeting, unless waived by recipient.

(v) **Quorum.** At all meetings of the Board, a majority of the authorized number of voting Managers shall constitute a quorum for the transaction of business. The act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Certificate. If a quorum is not present at any meeting of the Board, then the Managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

(vi) **Waiver of Notice.** Whatever notice is required to be given under any provision of the Act or of the Certificate or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Managers, or members of a committee of Managers, need be specified in any written waiver of notice unless so required by the Certificate or this Agreement.

(vii) **Adjourned Meeting; Notice.** If a quorum is not present at any meeting of the Board of Managers, then the Managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

(viii) **Board Action by Written Consent Without a Meeting.** Unless otherwise restricted by the Certificate or this Agreement, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if such action is signed by a sufficient number of members of the Board or committee that would be required to pass such action had a meeting been held, as the case may be, and the writing or writings or electronic transmission (including electronic mail) are filed with the minutes of proceedings of the Board or committee.
(ix) Fees and Compensation of Managers. Unless otherwise restricted by the Certificate or this Agreement, the Board of Managers shall have the authority to fix the compensation of Managers, if any.

(X) Removal of Managers. Unless otherwise restricted by statute, by the Certificate or this Agreement, any Manager or the entire Board of Managers may be removed, with or without cause, by the Person electing such Manager to office. No reduction of the authorized number of Managers shall have the effect of removing any Manager prior to the expiration of such Manager's term of office.

(c) Committees.

(i) The Board may designate one or more committees, each committee to consist of one or more of the Managers. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting of such committee who are not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company; but no such committee shall have the power or authority in reference to the matters described in Section 5.2(a).

(ii) Notwithstanding the foregoing in paragraph (i), the following committees shall be standing committees of the Company: (a) the Executive Committee, (b) the Audit and Finance Committee, and (c) the Compensation Committee.

(iii) Unless the Board otherwise provides, each committee designated by the Board or this Agreement may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article 5 of this Agreement.

(d) Officers. The officers of the Company shall be a Chairman of the Board, a Chief Executive Officer, a President, a Secretary, and a Treasurer. The Company may also have, at the discretion of the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, and any such other officers as may be appointed in accordance with the provisions of Section 5.2(c)(i) of this Agreement. Any number of offices may be held by the same person.

(i) Election of Officers. The officers of the Company shall be chosen by the Board, subject to the rights, if any, of an officer under any contract of employment. The Board may or may empower the Chief Executive Officer to appoint such other officers and agents as the business of the Company may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in this Agreement or as the Board may from time to time determine.

(ii) Removal and Resignation of Officers; Vacancies. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board at any regular or special meeting of the Board or by any officer upon whom such power of removal may be conferred by the Board. Any officer may resign at any time by giving written notice to the Company. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.
(iii) **Chairman of the Board.** The Chairman of the Board shall, if present, preside at meetings of the Board of Managers and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board of Managers or as may be prescribed by this Agreement. If there is no Chief Executive Officer, then the Chairman of the Board shall also be the Chief Executive Officer of the Company and shall have the powers and duties prescribed in this Agreement. The initial Chairman of the Board of the Company shall be James C. Roddey. The Chairman of the Board shall serve in such capacity until a new Chairman of the Board is duly elected and qualified by the Board.

(iv) **Chief Executive Officer.** Subject to such supervisory powers, if any, as may be given by the Board to the Chairman of the Board, if there be such an officer, the Chief Executive Officer ("CEO") shall be the principal executive officer of the Company and shall, subject to the control of the Board, have general supervision, direction, and control of the business and the officers of the Company. He shall preside at all meetings of the Members and, in the absence of the Chairman of the Board, at all meetings of the Board. He shall have the general powers and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers and duties as may be prescribed by the Board or this Agreement. The CEO shall serve in such capacity until a new CEO is duly elected and qualified by the Board.

(v) **President.** In the absence or disability of the CEO, the President, if any, shall perform all the duties of the CEO and when so acting shall have all the powers of, and be subject to all the restrictions upon, the CEO. The President shall have such other powers and perform such other duties as from time to time may be prescribed for the President by the Board, this Agreement, the CEO or the Chairman of the Board. The President shall serve in such capacity until a new President is duly elected and qualified by the Board.

(vi) **Secretary.** The Secretary shall keep or cause to be kept, at the principal executive office of the Company or such other place as the Board may direct, a book of minutes of all meetings and actions of Managers, committees and Members. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at Managers' meetings or committee meetings, the Member present at a member's meeting, and the proceedings thereon. The Secretary shall keep, or cause to be kept, at the principal executive office of the Company or at the office of the Company's transfer agent or registrar, as determined by resolution of the Board, a membership register, or a duplicate membership register, showing the names of the Member and its address, and the Percentage Interest held by the Member. The Secretary shall give, or cause to be given, notice of all meetings of the Member and of the Board required to be given by law or by this Agreement. He or she shall have such other powers and perform such other duties as may be prescribed by the Board or by this Agreement.

(vii) **Treasurer.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and membership interests; and shall further take such steps as may be necessary to cause the Company to be in compliance with the rules and regulations under the PMMA as it relates to such matters. The books of account shall at all reasonable times be opened to inspection by any Manager. The Treasurer shall deposit all money and other valuables in the name and to the credit of the Company with such depositories as may be designated by the Board. He or she shall disburse the funds of the Company as may be ordered by the Board, shall render to the Managers, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Company, and shall have such other powers and perform such other duties as may be prescribed by the Board or this Agreement.
(viii) Authority and Duties of Officers. The officers of the Company shall have such powers and duties in the management of the Company as may be prescribed by the Board and, to the extent not so provided, as generally pertain to their respective offices in a corporation, subject to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his duties.

(ix) Limitations on Powers and Duties of Officers. No officer shall take any action, enter into any agreement, make any representation or, by purposeful inaction, effect any of the actions or decisions which the Board has determined to be prohibited or restricted from enacting pursuant to this Agreement or the Certificate and their further amendments.

5.3 Holding of Property. Property owned by the Company shall be held in the name of the Company or any wholly-owned subsidiary of the Company, as determined by the Board.

5.4 Right to Rely on CEO.

(a) Any person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by the CEO as to:

(i) The identity of the CEO or any Member;

(ii) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the CEO or which are in any other manner germane to the affairs of the Company;

(iii) The persons who are authorized to execute and deliver any instrument or document of the Company; or

(iv) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

(b) The signature of the CEO shall be necessary and sufficient to convey title to any real property owned by the Company or to execute any promissory notes, trust deeds, mortgages or other instruments of hypothecation, and all of the Members agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of the CEO shall be sufficient to effectuate this or any other provision of this Agreement. All of the Members do hereby appoint the CEO as their attorney-in-fact for the execution of any or all of the documents described in this Section 5.4(b).

5.5 Exculpation and Indemnification.

(a) Generally. Except as provided in the last sentence of this Section 5.5(a), the Members, Managers, and officers and agents of the Company (hereinafter collectively referred to as the "Indemnitees"), when acting in such capacity, shall not have any liability, responsibility or accountability in or for damages or otherwise, to any Member, any Manager, the Board, the Company, its receiver or trustee (in the event there is one), and the Company (or its receiver or trustee, as the case may be), agrees to indemnify, pay, protect and hold harmless each Indemnitee (on the demand of such Indemnitee) from and against any liabilities, obligations, losses, damages, penalties, actions, claims, judgments, settlements, proceedings, costs, expenses and disbursements of any kind or nature whatsoever, including all reasonable attorneys' fees, costs and expenses of defense, appeal, and settlement of any suits, actions or
proceedings instituted against such Indemnitee or the Company and all costs of investigation in connection therewith (collectively referred to as "liabilities") that may be imposed on, incurred by, or asserted against an Indemnitee or the Company, that is in any way related to or arises out of, or alleged to relate to or arise out of, any action or inaction on the part of the Company or an Indemnitee acting on behalf of the Company. Notwithstanding the foregoing, each Indemnitee shall be liable, responsible, and accountable, and neither the Company, nor, if applicable, its receiver or trustee, shall be liable to any such Indemnitee for any portion of such liabilities, that resulted from such Indemnitee's own fraud, bad faith, willful misconduct (meaning such foregoing acts or omissions that the Indemnitee knew at the time thereof that such acts or omissions were clearly in conflict with the interests of the Company, but shall not include such acts of the Members permitted under Article 14 of this Agreement), recklessness, gross negligence, transactions from which such Indemnitee derived an improper personal benefit (which shall not include any benefit derived pursuant to any activity or investment permitted under Article 14 of this Agreement with respect to such Indemnitee) or other acts or failures to act for which the Act or other applicable law does not permit such Indemnitee to be exculpated or indemnified.

(b) Advance Payment. The right to indemnification conferred by this Section shall include the right to be paid or reimbursed by the Company the reasonable expenses of the type entitled to be indemnified under this Section (including the right to employ, at the expense of the Company, separate counsel of the Indemnitee's choice in any such action, suit or proceeding described in this Section) incurred by an Indemnitee who was, is, or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the Indemnitee's ultimate entitlement to indemnification; provided, that, the payment of such expenses incurred by any such Indemnitee in advance of the final disposition of a proceeding shall be made upon delivery to the Company of a written affirmation by such Indemnitee of such Indemnitee's good faith belief that he has met the standard of conduct necessary for indemnification under this Section and a written undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this Section or otherwise. For the purposes of Section 5.5(a) hereof, the determination that the action or omission of any Person constitutes fraud, bad faith, willful misconduct, recklessness, gross negligence, a transaction from which such Indemnitee derived an improper personal benefit, or other acts or failures to act for which the Act or other applicable law does not permit such Indemnitee to be exculpated or indemnified shall be made by a court of competent jurisdiction or other body before which the relevant action, proceeding or investigation is pending. In the absence of a determination by such court or other body, such determination may be made by independent legal counsel to the Company in a written legal opinion to the Company.

(c) Indemnification Rights Limited to Company Assets. The satisfaction of the obligations of the Company (or its receiver or trustee, as the case may be) under this Section shall be from and limited to the assets of the Company and the Members shall have no personal liability on account thereof.

(d) Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred by this Section shall be cumulative of, and in addition to, any other right which an Indemnitee may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnified Person's successors, assigns and legal representatives.

(e) Insurance. The Board may cause the Company to purchase and maintain insurance or furnish similar protection, including, but not limited to, trust funds, letters of credit or self-insurance, at the Company's expense, to protect the Company and any Person that may be indemnified under this Section.
5.6 Duties and Responsibilities.

(a) Any Member or any Manager, trustee or officer of any Member serving on behalf of the Company, and any officer, agent or employee of the Company in the performance of his, her or its duties, is entitled to rely in good faith on information, opinions, reports or statements presented to the Company by any of its other Members, officers, agents, employees or committees of the Company, or by any other Person, as to matters the Members or officers reasonably believes are within such other Person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

(b) Each Member hereby waives, for himself, herself or itself and on behalf of his, her or its Affiliates, any claim or cause of action against (i) another Member and his or her or its Affiliates, (ii) any officer, employee or agent of the Company, or (iii) any employee of another Member or any of such other Member’s Affiliates made available to the Company while remaining an employee of such Member or Affiliate (a "seconded employee") for any breach of fiduciary duty to the Company as a result of any conflict of interest between the Company and the Member or his, her or its Affiliate(s) that appointed or directed the appointment of such seconded employee. Each Member for itself and on behalf of his, her or its Affiliates acknowledges and agrees that in the event of any such conflict of interest, each such seconded employee may, in the absence of bad faith, act in the best interests of the Member (or Affiliate of the Member) that appointed or directed the appointment of such seconded employee. No seconded employee shall be obligated to reveal confidential or proprietary information belonging to any Member (or Affiliate of any Member) without the consent of the owner of the information. No seconded employee will be obligated to recommend or take any action in his or her capacity as a seconded employee that favors the interests of the Company over the interests of a Member or his, her or its Affiliates. Nothing in this Section 5.6 will or is intended to supersede any obligation of any Member expressly provided in this Agreement.

5.7 Loans. Any person (other than a Manager, or officer of the Company) may, with the consent of the Board, lend money to the Company. The amount of any such loan shall be repayable out of the Company’s cash and shall bear interest at such rate as the Board shall determine but not in excess of the maximum rate permitted by law.

5.8 Incentive Units/Recapitalization.

(a) The Board is expressly authorized to adopt an ownership incentive plan, which may authorize ownership interests in the form of Common Units to be issued by the Company up to but not in excess of 30% of the Company on a fully-diluted basis, with or without voting rights, and/or other types of bonus or compensation plans that do not involve the issuance of ownership interests in the Company. In the event any incentive plan involves the issuance of Common Units, such Common Units shall contain whatever rights, duties and obligations the Board deems appropriate and may be issued to employees and independent contractors of the Company without the payment of monetary consideration, or otherwise. The issuance of any Units under a Company incentive plan may require the employee or other recipient to become bound by this Agreement, as may be amended from time to time, and any such recipient of Units shall be bound by this Agreement regardless of whether the recipient executed a copy or counterpart of this Agreement. Any such Common Units or other incentives for the performance of services may be issued from time to time in one or more classes or series, with such designations, preferences and rights as are set forth in this Agreement or otherwise as shall be fixed by the approval of the Board; provided, that the Board shall not be entitled to issue Series A Units as incentive compensation to employees. The Members acknowledge and agree that any such amendment(s) of this
Agreement in connection with the above may result in the modification of the distribution and allocation provisions of this Agreement to the extent necessary to reflect the terms of any such newly issued Units or other incentive program.

(b) From time to time, the Company may issue Units for no cash consideration and such Units are intended to constitute "profits interests" within the meaning of Revenue Procedures 93-27 and 2001-43. Such Units shall have a Threshold Value.

(c) Units, whether or not fully vested, shall be treated as outstanding for purposes of allocating Profits and Losses (and other items of income and loss) and receiving distributions and shall be treated as cancelled and no longer outstanding upon their Forfeiture pursuant to any applicable vesting provision.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Liability of Members.

(a) No Member shall have any personal liability with respect to the liabilities or obligations of the Company, except to the extent that he or she expressly and voluntarily assumes in writing any obligations of the Company.

(b) No Member shall be personally liable or obligated, except as otherwise required by the Act, either (1) to pay to the Company, any other Member or any creditor of the Company any deficiency in his, her or its Capital Account, or (2) to return to the Company or to pay any creditor or any other Member the amount of any return of his, her or its Capital Contribution to him, her or it or other distribution made to him, her or it.

6.2 Voting Rights of Members. Each Member shall be entitled to one vote per each Unit (treating for such purposes all Preferred Units as if they had been converted into Common Units) held by such Member on each action to be voted on by the Members.

6.3 Action by Members. Except as otherwise provided in the Act, the Certificate or this Agreement, whenever any action is to be taken by vote of the Members, it shall be authorized upon receiving the affirmative vote of a Majority-in-Interest of the votes cast by all Members entitled to vote thereon.

6.4 Meetings of Members.

(a) Quorum. A meeting of the Members shall not be organized for the transaction of business unless a quorum is present. The presence of Members entitled to cast at least a majority of the votes that all Members are entitled to cast on a particular matter to be acted upon at the meeting (treating for such purposes all Preferred Units as if they had been converted into Common Units) shall constitute a quorum for the purposes of consideration and action on the matter. The Members present at a duly organized meeting can continue to do business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, the Members present may adjourn the meeting to such time and place as they may determine.
(b) **Location.** All meetings of the Members shall be held at the principal place of business of the Company or at such other place within or outside of the Commonwealth of Pennsylvania as shall be specified or fixed in the notice thereof.

(c) **Adjournment.** The chairman of the meeting or the Members present and entitled to vote shall have the power to adjourn a meeting from time to time, without any notice other than announcement at the meeting of the time and place at which the adjourned meeting will be held.

(d) **Annual Meeting.** An annual meeting of the Members for the transaction of such business as may properly come before the meeting shall be held on such date and at such time as the Board shall fix and set forth in the notice of the meeting. Initially, the Members shall have an annual meeting after the end of the fiscal year and after the annual tax returns for the previous fiscal year are filed with the appropriate governmental authorities, but in no event later than six (6) months after the end of the previous fiscal year. If an annual meeting is not called and held within six (6) months after the time required by the previous sentence, any Member may call the meeting at any time thereafter.

(e) **Special Meetings.** Special meetings of the Members for any proper purpose or purposes may be called at any time by any Manager or by Members entitled to cast at least a majority of the votes that all Members are entitled to cast at the particular meeting (treating for such purposes all Preferred Units as if they had been converted into Common Units). Only business within the purpose or purposes described in the notice of the meeting may be conducted at a special meeting of the Members.

(f) **Notices; Waiver.** Notice of a meeting of Members shall be given to the Members either personally or by sending a copy thereof by first class or express mail to the postal address of each Member appearing on the books of the Company, by facsimile transmission, e-mail or other electronic communication to the facsimile number or address for e-mail or other electronic communications supplied by a Member to the Company for the purpose of notice. Notice pursuant to this paragraph shall be deemed to have been given when sent. A waiver of notice of a meeting signed by the Member entitled to the notice, whether before or after the meeting, shall be deemed equivalent to the giving of the notice. Attendance of a Member at a meeting constitutes a waiver of notice of the meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.5 **Proxies.** Every Member entitled to vote at a meeting may authorize another Person to act for the Member by proxy. Every proxy shall be executed by the Member or by the duly authorized attorney-in-fact of the Member and filed with the Board. An electronic transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as properly executed for purposes of this section. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been given to the Board. An unrevoked proxy shall not be valid after three (3) years from the date of its execution unless a longer time is expressly provided in the proxy. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of the death or incapacity is given to the Board.

6.6 **Conduct of Meetings.** All meetings of the Members shall be presided over by the chairman of the meeting, who shall be designated by the Board. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her fair to the Members.
6.7 **Action by Consent or Remote Participation.** Any action required or permitted to be taken at a meeting of Members may be taken without a meeting, without prior notice, and without a vote, upon the consent of Members who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all Members entitled to vote thereon were present and voting (treating for such purposes all Preferred Units as if they had been converted into Common Units). The consents shall be in writing or in electronic form and shall be filed with the Board. The presence or participation at a meeting of Members by electronic means shall constitute the presence of, or vote or action by, the Member. An electronic transmission consenting to an action to be taken and transmitted by a Member or proxy holder, or a person or persons authorized to act for a Member or proxy holder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such electronic transmission sets forth or is delivered with information from which the Company can determine that such transmission was transmitted by the Member or proxy holder or a duly authorized representative and the date of such electronic transmission. The date on which such transmission is transmitted shall be deemed to be the date on which such consent was signed. Consents given by electronic transmission may be delivered to an officer or agent of the Company having custody of the book in which proceedings of meetings of Member are recorded to the extent and in the manner provided by resolution of the Board. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used.

6.8 **Voting by Joint Holders of Units.** Where Units are held in any form of joint or common ownership by two Persons, if less than all of those Persons are present in person or by proxy at a meeting of the Members, all of the Units held in joint or common ownership shall be deemed to be represented at the meeting and the Company shall accept the vote of such Members, the vote cast by the Person present.

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

6.10 **No Right of Control or Right to Bind the Company.** Except to the extent otherwise provided herein, or authorized hereunder, no Member has the authority to bind or transact business on behalf of the Company. Any act of any Member in contravention of this Section will be null and void and without force or effect. Each Member shall indemnify the Company and hold it harmless from any losses incurred by the Company that are caused by that Member's unauthorized actions on behalf of the Company.

6.11 **Real Estate Right of First Refusal.** In the event the Company receives an offer to lease or own any real estate or building in connection with the Business, the Company shall grant qualified Members (including for such purpose, Members who are then qualified as Accredited Investors (as defined in Rule 501(a) promulgated under the Securities Act)) the opportunity to invest in such real estate or building enterprise, either directly through an investment in the Company or a special purpose vehicle established for purposes of making such investment. The Company shall deliver a notice to the Member notifying them of such opportunity within ten (10) days of receiving an offer to buy or lease such property. To make such investment, qualified Members must deliver a notice to the Company within the period specified in the Company's notice and must otherwise satisfy all relevant criteria reasonably imposed as a condition for participation.
ARTICLE 7
ACCOUNTING

7.1 Books and Records. The Board shall keep, or cause to be kept, true, exact and complete books of account of the Company's affairs, in which shall be entered fully and accurately all of the Company's assets and liabilities and each transaction of the Company and of each entity which it controls. The books of account, together with all correspondence, papers and other documents, shall be kept at the principal office of the Company and shall be, at all reasonable times, open to the examination of any of the Members or their duly authorized representatives. Copies of documents may be provided to the requesting Member at such Member's expense. Except as otherwise provided herein, all financial books and records of the Company and of each entity which it controls shall be kept, and all financial statements furnished to the Members hereunder shall be prepared, in accordance with generally accepted accounting principles consistently applied or such other basis as the Board may determine.

7.2 Fiscal Year. The fiscal year and the taxable year of the Company shall end as of the end of each calendar year.

7.3 Tax and Financial Reports.

(a) Not later than after the end of each fiscal year, if practicable, each Member shall be provided with an information letter with respect to his, her or its distributive share of income, gain, deduction, losses and credits, as the case may be, for income tax reporting purposes for the previous fiscal year, together with any other information concerning the Company necessary for the preparation of a Member's income tax return, including Form K-1 for the Company.

(b) The Board shall prepare or cause to be prepared all Federal, state and local tax returns of the Company for each year for which such returns are required to be filed. The tax matters partner designated in Section 7.5 shall promptly notify all other Members of any Company audits by the Service or any state or local taxing authority.

(c) The Board shall prepare or cause to be prepared all reports, audits and statements required in connection with the indebtedness of the Company.

(d) The Board shall cause to be distributed to the Members, not later than after the end of each fiscal year, if practicable, a balance sheet and income statement for the prior calendar year prepared in accordance with generally accepted accounting principles consistently applied.

7.4 Company’s Accountant. The Company's accountant shall be such firm of independent certified public accountants as the Board may determine from time to time.

7.5 Tax Matters Partner. So long as he is a Member, is hereby designated as the "tax matters partner" in accordance with Section 6231(a)(7) of the Code and, in connection therewith and in addition to all other powers given thereunder, shall have all other powers needed to perform fully hereunder, including, without limitation, the power to retain all attorneys and accountants of his or her choice. The tax matters partner shall give notice to each other Member of a Company audit. The designation made in this Section 7.5 is hereby expressly consented to by each Member as an express condition to becoming a Member. This Section 7.5 shall be effective until December 31, 2017. Thereafter, Section 4.10 shall be operative.
7.6 Federal Income Tax Elections. In the event of a distribution of property to a Member or
the transfer of an interest in the Company by sale, exchange, gift or upon the death of a Member, the
Board may, in its discretion, cause the Company to file an election under Section 754 of the Code in
accordance with the Regulations promulgated thereunder to adjust the basis of Company property in the
manner provided in Sections 734 and 743 of the Code. All other elections required or permitted to be
made by the Company under the Code shall be made by the Board in such manner as in its reasonable
judgment will be most advantageous to the Members.

ARTICLE 8

TERM AND DISSOLUTION

8.1 Term. The term of the Company shall commence as of the date of this Agreement and
shall continue until payment of or due provision for all debts, liabilities and obligations of the Company
shall have been made pursuant to this Agreement and the Act and the Certificate of Formation shall have
been cancelled in the manner required by the Act.

8.2 Events Causing Termination.

(a) The Company shall be dissolved, and its affairs shall be wound up only upon the
first to occur of the following: (i) the termination of the legal existence of the last remaining member of
the Company or the occurrence of any other event which terminates the continued membership of the last
remaining member of the Company in the Company unless the Company is continued without dissolution
in a manner permitted by this Agreement or the Act, (ii) a Change in Control transaction that results in the
transfer of the Company’s assets or merger of the Company in which the Company is not the surviving
entity, (iii) the failure of the Company to successfully obtain at least one (1) license under the PMMA that
shall permit the Company to operate dispensaries within the Commonwealth of Pennsylvania within the
time frame permitted therefore, or (iv) the entry of a decree of judicial dissolution under the Act. Upon
the occurrence of any event that causes the last remaining Member of the Company to cease to be a
Member of the Company, to the fullest extent permitted by law, the personal representative of such
Member is hereby authorized to, and shall, within 90 days after the occurrence of the event that
terminated the continued membership of such Member in the Company, agree in writing (A) to continue
the Company and (B) to the admission of the personal representative or its nominee or designee, as the
case may be, as a substitute member of the Company, effective as of the occurrence of the event that
terminated the continued membership of the last remaining Member in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of a
Member shall not cause the Member to cease to be a Member of the Company and upon the occurrence of
such an event, the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are
necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner),
and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in the
Act.

(d) The Company shall terminate when (i) all of the assets of the Company, after
payment of or due provision for all debts, liabilities and obligations of the Company shall have been
distributed to the Members in the manner provided for in this Agreement and (ii) the Certificate shall
have been canceled in the manner required by the Act.
8.3 Distribution in Case of Dissolution. Upon the dissolution of the Company, the CEO, or
upon the removal of the CEO, such liquidating agent as a Majority-In-Interest may appoint, shall proceed
to wind up the affairs of the Company, liquidate the assets and apply and distribute the proceeds, unless
within ninety (90) days after such event all of the remaining Members agree in writing to continue the
Company, in the following order of priority:

(a) To the payment of the debts and liabilities of the Company and the expenses of
liquidation in the order of priority as provided by law, and to the establishment of any reserves which the
Board or liquidating agent shall deem reasonably necessary for any contingent or unforeseen liabilities or
obligations of the Company. Said reserves may be paid over by the CEO or liquidating agent to a bank or
an attorney-at-law to be held in escrow for the purpose of paying any such contingent or unforeseen
liabilities or obligations, and at the expiration of such period as the CEO or liquidating agent shall deem
advisable, such reserves shall be distributed to the Members or their assigns in the order of priority
provided in this Section;

(b) To the Members in accordance with Section 4.2(a).

Liquidation shall be conducted in accordance with Section 1.704-1(b)(2) of the Treasury
Regulations. The Company shall terminate when all property owned by Company shall have been
disposed of and the net proceeds, after satisfaction of liabilities to creditors, shall have been distributed
among the Members as aforesaid and cancellation of its Certificate of Formation. The establishment of
any reserves in accordance with the provisions of subsection 8.3(a) shall not have the effect of extending
the term of the Company.

8.4 Rights of Members on Dissolution. Except as otherwise provided in this Agreement,
(i) each Member shall look solely to the assets of the Company for the return of his, her or its Capital
Contributions and shall have no right or power to demand or receive property other than cash from the
Company and (ii) Members holding Series A Units shall have priority over any other Member holding
Common Units as to the return of his, her or its Capital Contributions, distributions or allocations.

ARTICLE 9

ISSUANCE & TRANSFER OF COMPANY INTERESTS

9.1 Transfer of Interests Generally.

(a) Members shall not have the right to transfer Membership Interests in the
Company except as otherwise specifically provided in this Agreement or in any separately negotiated put-
call arrangement between the Company and any Member. A transfer shall include a voluntary or
involuntary sale, exchange, assignment, gift, pledge, hypothecation, or other encumbrance or disposition
(hereinafter a "Transfer"). No transferee of a Membership Interest in the Company or in this Agreement
shall have any rights as a Member of the Company. In addition to the rights, duties, and obligations of
the Members contained in this Agreement with respect to their ownership of a Membership Interest, any
Member who receives Units under a Company incentive award plan and/or corresponding incentive unit
award agreement shall also be bound by the terms thereof, if any. In the event of any inconsistencies
between this Agreement and the Company's incentive award plan and/or incentive unit award agreement,
the terms of the Company's incentive award plan and/or incentive unit award agreement shall control.

(b) The ownership and transferability of the Membership Interests in the Company
are substantially restricted. Neither record title nor beneficial ownership of a Company Membership
Interest of any Member may be transferred or encumbered except as otherwise set forth in this
Agreement. An unauthorized Transfer of a Member's Membership Interest could create a substantial hardship to the Company and jeopardize its capital base, and/or could result in a violation of the PMMA. The restrictions upon ownership and Transfer under this Article are not intended as a penalty, but as a method to protect and preserve existing relationships, and the Company's ability to act and operate under the PMMA. Therefore, the Members agree that no Member shall Transfer, or permit to be Transferred, all or any portion of his record title or beneficial interest in the Company, whether now or hereafter acquired, except to a Qualified Member in accordance with the terms of this Agreement.

(c) In the event that the Company is required to recognize a Transfer that is not otherwise permitted (or the Company, in its discretion, elects to recognize a Transfer that is not a Permitted Transfer), then, unless the transferee is made a substitute Member as provided in this Agreement, the Membership Interest so Transferred shall be strictly limited to the transferor's economic rights to distributions and allocations of income, gain, loss, deduction or credit as provided by this Agreement with respect to the Transferred Membership Interest, which distributions and allocations may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations or liabilities for damages that the transferor or transferee of such interest may have to the Company.

(d) Each Member hereby acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable.

9.2 Permissible Transfers. Transfers of Membership Interests in the Company shall be subject to and made only in accordance with this Article 9, and any purported Transfer to the contrary, including any Prohibited Transfer, shall be null and void ab initio and shall not be recognized by or binding upon the Company. A Member may Transfer all or any part of its Membership Interest in the Company only in connection with a Permitted Transfer.

9.3 Acquisition of an Interest Conveyed to Another Without Authority. The Company shall not be required to recognize the interest of any assignee or transferee who has obtained Units as the result of a Prohibited Transfer or a Transfer which is not authorized by this Agreement. If there is a doubt as to ownership of Company Units or who is entitled to any distribution of cash or liquidating proceeds, the Board may accumulate the cash or liquidating proceeds until the issue is resolved to the satisfaction of the Board. If any Person acquires Units or becomes an assignee, whether as a result of an order of a court which the Company is required by law to recognize or otherwise, or if a Member makes an unauthorized Transfer of Company Units, the Company shall have the unilateral option to acquire the Units from the transferee or assignee, or any fraction or part thereof, upon the following terms and conditions:

(a) The Company shall have the option to acquire the Units by giving notice to the transferee or assignee of its intent to purchase within ninety (90) days from the date it is finally determined that the Company is required to recognize the Transfer. The valuation date for the determination of the purchase price of the Units shall be the first day of the month following the month in which notice is delivered.

(b) Unless the Company and the transferee or assignee agree otherwise, the purchase price for the Units, or any fraction to be acquired by the Company, shall be its fair market value as determined by a qualified appraiser selected by the Board, taking into account all discounts for lack of control, lack of marketability and other relevant valuation factors that would be applicable to a sale of the applicable Units to an unrelated purchaser. Closing of the sale shall occur on the first Tuesday of the month following the month in which the appraisal described above is rendered.
(c) In order to reduce the burden upon the resources of the Company, the Company shall have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in twelve (12) equal annual installments with interest payable at the applicable federal rate for long-term obligations published by the United States Treasury Department. The first installment shall be due and payable on the first day of the calendar year following closing, and subsequent annual installments, with accrued interest, shall be due and payable on the first day of each succeeding calendar year until the entire amount of the obligation is paid. The Company shall have the right to prepay all or any part of the purchase money obligation at any time without penalty.

9.4 Additional Members and Repurchase Option.

(a) Additional Members and Substitutions. Additional Members may only be admitted to the Company in accordance with the terms of this Agreement. In no event shall the transferee of a Membership Interest be substituted as a Member unless the assignee or transferee shall have: (i) acquired the Units with respect to which the transferee is being admitted in compliance with the terms of this Agreement, (ii) signed, accepted and assumed, in form satisfactory to the Board, in its discretion, all the terms and provisions of this Agreement, (iii) executed such other documents or instruments, or provided such other opinions of counsel, as the Board may require to effect the admission of such assignee or transferee as a substituted Member, (iv) unless waived by the Company, furnished to the Company an opinion of counsel, which counsel and opinion shall be satisfactory to the Board, that the permitted Transfer will comply with the Securities Act of 1933 and all applicable state securities laws, and (v) paid, as requested by the Company, all legal, accounting, filing and other expenses the Company may incur in connection with such substitution.

(b) Repurchase Option. The Company or its assignee, shall have the option (the "Repurchase Option") to repurchase all of a Member's Units in the event that there is a "Repurchase Event". For purposes of this Section 9.4(b), a "Repurchase Event" shall be triggered where an existing Member or an Additional Member fails to be, or upon future conditions promulgated by the Pennsylvania Department of Health would fail to be, a Qualified Member, as determination by the Board in its sole discretion, such that the Company cannot obtain or maintain a license to operate the Business in compliance with applicable law due to such Member's or Additional Member's ownership of its Membership Interest.

(i) Exercise of Repurchase Option. At any time within 90 days after a Member's Repurchase Event, the Company, or its assignee, may, at its option, elect to repurchase the Member's Units by giving Member written notice of exercise of the Repurchase Option. Such Units shall be repurchased at the Members' aggregate Capital Contribution for such repurchased Units as set forth on Schedules A-1 and A-2 to this Agreement (the "Repurchase Price"). The Repurchase Price shall be payable, at the option of the Company or its assignee, to the order of the person whose name appears on Schedules A-1 and A-2 to this Agreement. The Repurchase Price shall be paid without interest.

(ii) Effect of Repurchase. Upon payment by the Company of the Repurchase Price to the Member, the Member hereby acknowledges and agrees that all of his, her or its rights and entitlements in connection with his, her or its ownership of the Units or with his, her or its status as a Member of the Company shall be extinguished, terminated, cancelled, waived and of no further force or effect whatsoever.

9.5 Indemnity. If a Member shall, or shall attempt to, Transfer its Company Membership Interest (except in a transaction wherein the Transfer is permitted by this Agreement) without compliance with the requirements of this Article 9, such Member shall indemnify and hold harmless the other
Members and the Company against and from any and all liabilities, obligations, costs and expenses the other Members or the Company may incur as a result of such failure.

9.6 Divorce or Bankruptcy of a Member. Upon the Bankruptcy or divorce of a Member and the failure of such Member to retain ownership of his or her Company Membership Interest, such proceedings shall cause the Company Membership Interest subject to such proceedings to become an "Affected Company Interest". The Affected Company Interest shall be purchased and liquidated by the Company, and the Person(s) owning the Affected Company Interest shall surrender the Affected Company Interest in exchange for an amount equal to (i) the fair market value of a Unit as determined by a qualified appraiser selected by the Board using the allocation, distribution, and other operative provisions of this Agreement including, if applicable, the Threshold Value, and taking into account all discounts for lack of control, lack of marketability and other relevant valuation factors that would be applicable to a sale of the applicable Unit(s) to an unrelated purchaser, multiplied by (ii) the number of Units. Nothing in this Section shall prevent a Member involved in a divorce proceeding from transferring his or her Company Membership Interest in accordance with this Agreement prior to the issuance of a final divorce decree. In order to reduce the burden upon the resources of the Company, the Company shall have the option, to be exercised in writing delivered at closing, to pay for the Affected Company Interest purchase money obligation in accordance with the provisions of Section 9.3(e).

9.7 Legend. Each Member hereby agrees that the following legend may be placed upon any counterpart of this Agreement, a certificate, or any other document or instrument evidencing ownership of a Unit:

The Units represented by this document have not been registered under any securities laws and the transferability of such Units is restricted by both the securities laws and that certain Amended & Restated Operating Agreement of Keystone Relief Centers, LLC. A Unit may not be sold, assigned or transferred, nor will any assignee, vendor, transferee or endorse thereof be recognized as having acquired any such Unit by the issuer for any purposes, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Unit will then be in effect and such transfer has been qualified under all applicable state securities laws, or (2) the availability of an exemption from such registration and qualification will be established to the reasonable satisfaction of counsel to the Company.

ARTICLE 10

GENERAL PROVISIONS

10.1 Power of Attorney. The Members hereby make, constitute and appoint the CEO and any successor, as the agent and attorney-in-fact for such Members with power and authority to act in their names and on their behalf in the execution of documents and, where necessary or appropriate, acknowledgment and filing of documents including, without limitation, this Agreement and the Certificate, including all amendments duly adopted thereto; any other instrument which may be required to be filed by the Company under the laws of any state or by any governmental agency or which the CEO otherwise deems it advisable to file; any document or agreement which the CEO may enter into on behalf of the Company in accordance with the authority of the CEO as provided in this Agreement, any documents which may be required to effect the continuation of the Company, the admission of an additional or substituted Member, or the dissolution and termination of the Company, provided such continuation, admission or dissolution and termination are in accordance with the terms of this Agreement; and to do any and all other acts on behalf of such Members as are consistent with the terms of this Agreement. This power of attorney is coupled with an interest and is irrevocable.
10.2 Binding Effect and Benefit of This Agreement. Notwithstanding any other provisions of this Agreement, the Members agree that this Agreement constitutes a legal, valid and binding agreement of the Members, and is enforceable against the Members in accordance with its terms. This Agreement shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, as the case may be.

10.3 Notices, etc. Except as otherwise expressly provided herein, all notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement, (a) when personally delivered, (b) three (3) days after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, or (c) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to the parties or their permitted assigns with an acknowledgment of receipt requested at the following addresses: (i) If to the Company, to the Company’s principal office address, and (ii) If to a Member, to the address set forth on Schedules A-1 and A-2 to this Agreement. Any Person may from time to time specify a different address by written notice to the Company.

10.4 Integration; Termination. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof. No termination, revocation or waiver of this Agreement shall be binding unless in writing and signed by the Board and all Members.

10.5 Amendment. Except as otherwise specifically contemplated herein, no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Members holding not less than Seventy-Five percent (75%) of the outstanding Units. Any such written amendment or modification will be binding upon the Company and each Member; provided, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (i) such Member relative to the rights of other Members in respect of Units of the same class or series or (ii) a class or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member’s consent or the consent of the Members holding a majority of the Units in that class or series, as applicable.

10.6 Interpretation. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions, but shall not be construed against the drafter of this Agreement. As used in this Agreement, the neuter, masculine and/or feminine gender shall include the neuter, masculine or feminine gender as required by the context of the sentence and the plural shall include the singular wherever appropriate. The titles of the Articles and Sections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

10.7 Counterparts. The parties hereto may execute this Agreement in any number of counterparts, each of which, when executed and delivered, shall be an original; but all such counterparts shall constitute one and the same instrument.

10.8 Severability of Provisions. Each provision of this Agreement shall be considered severable. If for any reason any provision or provisions hereof are determined to be illegal or invalid, such illegality or invalidity shall not impair the operation of or affect those portions of this Agreement that are valid and this Agreement shall be construed in all respects as if such invalid or illegal provision was omitted.
10.9 Creditors. None of the provisions of the Agreement shall be for the benefit of or enforceable by any creditor of the Company or other third party, unless such creditor is a Member of the Company.

10.10 Disclosure. Each of the Members acknowledges that he, she or it (i) was urged in advance by the attorney who prepared this Agreement to secure separate independent counsel in connection with signing and making this Agreement and its effect upon each of them and their property; (ii) has carefully read and understood the provisions of this Agreement; (iii) understands that his, her or its rights in real property may be adversely affected by this Agreement; (iv) is signing and making this Agreement voluntarily; (v) has been provided a fair and reasonable disclosure of the property and financial obligations of the other Members; and (vi) hereby voluntarily and expressly waives in this writing any right to disclosure of the financial obligations of the other Members beyond the disclosure provided.

10.11 Confidential Information.

(a) General. In the course of negotiations prior to the execution of this Agreement and during the term of the Company, each Member may have made or may make available to the Company or another Member, and the Company may have made or may make available to the Members, in each case directly or to their Affiliates, agents or employees, certain information, including information relating to the disclosing Person's biographical information or other personal information, including health information, specifications, processes, business methods and plans, and documentation related to planning, finance, selling, marketing, market research, promotional plans, and other information of a similar nature, which may include information in which the disclosing Person or its Affiliates have proprietary interests (collectively "Confidential Information"). Each Member who receives such Confidential Information shall ensure that such Confidential Information shall be held in the strictest confidence and shall be used by the Member only in the performance of its obligations under this Agreement and other agreements contemplated hereunder. This obligation shall survive the Transfer of any Member's Membership Interest in the Company and termination of this Agreement indefinitely.

(b) Destruction of Confidential Information. Upon termination of this Agreement or the Transfer of a Member's entire Membership Interest in the Company, whichever occurs sooner, each Member shall promptly return to the Company or, if so requested by the Company, destroy all Confidential Information disclosed to or obtained by such Member, and all magnetic, computer-resident, photostatic, or other copies or derivatives thereof and represent in writing that all such Confidential Information has been returned and/or destroyed.

(c) Equitable Relief. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Section and that the Company and/or a nonbreaching Member, subject to applicable law, shall be entitled to equitable relief, including temporary and permanent injunctions, against any actual or threatened breach of this Section, without the need to post any bond or other security and without having to demonstrate special or unique damages.

10.12 Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each of the Members hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Members shall not have any interest in any specific assets of the
Company, and the Members shall not have the status of a creditor with respect to any distribution. The interest of the Members in the company is personal property.

ARTICLE 11

REPRESENTATIONS, WARRANTIES AND COVENANTS OF MEMBERS

11.1 Representations and Warranties.

The undersigned Member understands: (a) that the Membership Interests evidenced by this Agreement have not been registered under the Securities Act of 1933, or any state securities laws (the "Securities Acts") because the issuance of the Membership Interests is in reliance upon the exemptions from the registration requirements of the Securities Acts providing for issuance of securities not involving a public offering; (b) that the Company has relied upon the fact that the Membership Interests are to be held by each Member for investment; and (c) that exemption from registration under the Securities Acts would not be available if the Membership Interests were acquired by a Member with a view to distribution.

Accordingly, each Member hereby confirms to the Company that such Member is acquiring the Membership Interest for such Member's account, for investment and not with a view to the resale or distribution thereof. Each Member agrees not to transfer, sell or offer for sale any portion of the Membership Interest unless there is an effective registration or other qualification relating thereto under the Securities Acts or unless the holder of Membership Interest delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Securities Acts is not required in connection with such transfer, offer or sale. Each Member understands that the Company is under no obligation to register the Membership Interests or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should at a later date wish to dispose of the Membership Interest. Furthermore, each Member realizes that the Membership Interests are unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "affiliate" of the Company and the Membership Interest has been beneficially owned and fully paid for by such Member for at least one (1) year.

Prior to acquiring the Membership Interests, each Member has made an investigation of the Company and its business and the Company has made available to each such Member all information with respect thereto which such Member needed to make an informed decision to acquire the Membership Interest. Each Member considers himself to be a person possessing experience and sophistication in financial and business matters and as an investor which are adequate for the evaluation of the merits and risks of such Member's investment in the Company.

11.2 Other Covenants. Each Member hereby covenants and agrees to refrain from (i) purchasing or otherwise acquiring any ownership interest in any partnership, corporation or other entity which would cause the Company to be in violation of any law of the Commonwealth of Pennsylvania with respect to the Company's operations, (ii) taking, or failing to take, any action that could result in the Member or the Company being in violation of the PMMA. Each Member further acknowledges and understands that the Company's proposed sale and distribution of marijuana for medical purposes under the PMMA and rules and regulations associated therewith remains illegal under federal law, including but not limited to the Controlled Substances Act, and that as a result, the Company faces certain risks and may be subject to a federal criminal prosecution. Each Member agrees to take all actions reasonably requested by the Company or the Managers that it or they believe may mitigate the potential ramifications with respect to this conflict with federal law.
ARTICLE 12

PROGRAMS.

[Reserved]

ARTICLE 13

OTHER BUSINESS ACTIVITIES.

The Members, Managers, officers, employees and agents of the Company shall devote such time, effort and skill to the business and affairs of the Company as may be reasonable and necessary or appropriate for the welfare and success of the Company. Additionally, the Members and future members, officers, employees and agents, and present and future affiliated Persons with respect to any of the foregoing, may engage in or possess interests in other businesses or ventures of any nature and description, independently or with others as long as such businesses are not in competition with the Business or any activities of the Company, and neither the Company nor any other Member will have any right by virtue of this Agreement in such independent ventures. Each Member, by the execution of this Agreement, acknowledges that each other Member and future members, officers, employees and agents, and present and future affiliates of each of the foregoing, are or may be engaged in business ventures that are not competitive with the Business or other activities of the Company and agrees that none of such Persons will have any duty to present to the Company any opportunity, or to account to the Company or share with the Company any profits from any such business or venture, and for all purposes related to the foregoing shall be treated as if each such Person were not a Member of the Company and were not a shareholder, officer, employee or agent of such Member, or an affiliated Person with respect to any of the foregoing. Without limiting the foregoing, any Member and any Person affiliated with it may enter into agreements with third parties on such terms and conditions as they may decide, and no such agreement will be considered by the Company or any other Member to be a violation by such Member or any Person affiliated with it of any duty or obligation owed to the Company or such other Member under this Agreement.
IN WITNESS WHEREOF, the Company has caused this Amended and Restated Agreement to be executed as of the day and year first written above.

KEYSTONE RELIEF CENTERS, LLC.

By: [Signature]

Name: James C. Roddey
Title: Initial Manager
By signing below, the undersigned hereby agrees to become a Series A Member of KEYSTONE RELIGION CENTERS, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company (as amended from time to time), a current copy of which the undersigned acknowledges he, she or it has received.

If an Entity:

[insert name of entity]

By: ____________________________

[signature]

If an Individual(s):

Lucille Cichon

Mark Cichon

[signature(s)]

[Signature(s)]

Date: ____________________________

Date: 11/6/16
By signing below, the undersigned hereby agrees to become a Series A Member of KEYSSTONE RELIGIOUS CENTERS, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company (as amended from time to time), a current copy of which the undersigned acknowledges he, she or it has received.

If an Entity:

[print name of entity]

By: __________________________
[signature]

Name: __________________________
Title: __________________________

Date: __________________________

If an Individual(s):

[print name(s)]

[signature(s)]

Date: 11/02/2016
By signing below, the undersigned hereby agrees to become a Series A Member of KEYSTONE RELIEF CENTERS, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company (as amended from time to time), a current copy of which the undersigned acknowledges he, she or it has received.

If an Entity:

J+G ASSOCIATES LLC
(print name of entity)
By: [signature]
Name: [signature]
Title: [signature]
Date: [signature]

If an Individual(s):

(print name(s))
[signature(s)]
[signature(s)]
[signature(s)]
Date: [signature]
Appendix A

DOH REDACTED

By signing below, the undersigned hereby agrees to become a Series A Member of KEYSTONE RELIEF CENTERS, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company (as amended from time to time), a current copy of which the undersigned acknowledges he, she or it has received.

If an Entity:

[undersigned entity]

By: ____________________________
   [signature]

Name: __________________________
Title: __________________________

Date: __________________________

If an Individual(s):

John Ronald Lenart

Kathi Lenart

[undersigned names]

[signature(s)]

Date: 11/14/11
Appendix A
DOH REDACTED

By signing below, the undersigned hereby agrees to become a Socrates A Member of KEYSTONE RELIEF CENTERS, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company [as amended from time to time], a current copy of which the undersigned acknowledges he, she or it has received.

If an entity:

MARKS PENNSYLVANIA GROUP, LLC
[print name of entity]

By:
[signature]

Name: LUCAS S. GRUDD
Title: MANAGING MEMBER

Date: 12/12/16

If an Individual(s):

[print name(s)]

[signature(s)]
Appendix A

DOH REDACTED

By signing below, the undersigned hereby agrees to become a Series A Member of KEYSTONE RELIEF CENTERS, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company (as amended from time to time), a current copy of which the undersigned acknowledges he, she or it has received.

If an Entity: If an Individual(s):

The Marrella Group

[full name of entity]

[print name]

By ____________________________

[signature]

[signature(s)]

Name: Kathleen A. Marrella-Zucco

Title: Partner

Date: 11/15/11

Date: ________________________
G. BENEFICIAL OWNERS (if the Subscriber is not a natural person, please list the name of each natural person who directly or indirectly holds a beneficial interest in Subscriber):

Print Name: Rober Cappetto, Thomas Bradley, Douglas Ward Truter

Print Name

H. PARTICIPANT IN SEED FINANCING: Please check the following box if you previously invested in the Seed Financing Round, which amount constitutes your Initial Subscription Amount:

Company Acceptance:

The undersigned, the Initial Manager of KEYSTONE RELIEF CENTERS, Company, hereby accepts the foregoing subscription, which amount is equal to ten percent (10%) (the “Initial Subscription Amount”) of the full amount committed for investment.

Subscriber’s Commitment Amount: ________________________________

Initial Subscription Amount (10% of Commitment Amount):

James C. Rodley
Date of Acceptance: ____________________________________________

Appendix A
Series A Member Counterpart Signature Page to Operating Agreement

By signing below, the undersigned hereby agrees to become a Series A Member of KEYSTONE RELIEF CENTERS, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company (as amended from time to time), a current copy of which the undersigned acknowledges he, she or it has received.

If an Entity:

[print name of entity]

If an Individual(s):

[print name(s)]
By: [Signature]

Name: ROBERT CAPLETT
Title: MANAGER

Date: 12-13-2016
Appendix A

DOH REDACTED

By signing below, the undersigned hereby agrees to become a Series A Member of KEYSSTONE RELIEF CENTERS, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company [as amended from time to time], a current copy of which the undersigned acknowledges he, she or it has received.

If an Entity:

Laurel Investment Group, LLC

[print name of entity]

By: [signature]

Name: Samuel Britz
Title: Managing Member

Date: 1/12/17

If an Individual(s):

[print name(s)]

[signature(s)]

Date: ________________
Appendix A
DOH REDACTED

By signing below, the undersigned hereby agrees to become a Series A Member of KEYSTONE RELIEF CENTERS, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company (as amended from time to time), a current copy of which the undersigned acknowledges he, she or it has received.

If an Entity:

EarthMed LLC
[print name of entity]

By: ____________________________
[signature]

If an Individual(s):

[print name(s)]

______________________________
[signature(s)]

Name: Alexander J. Micklow
Title: Organizer

Date: 01/19/2017

Date: ____________________________
By signing below, the undersigned hereby agrees to become a Series A Member of Keystone Relief Centers, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company (as amended from time to time), a current copy of which the undersigned acknowledges he, she or it has received.

If an Entity:

[print name of entity]

By: __________________________
[signature]

Name: __________________________
Title: __________________________

Date: __________________________

If an Individual(s):

[print name(s)]

[signature(s)]

Date: 1/19/17
By signing below, the undersigned hereby agrees to become a Series A Member of KEYSSTONE RELIEF CENTERS, LLC, a Pennsylvania limited liability company, and hereby agrees to be bound by all of the terms and conditions of the Operating Agreement of the Company (as amended from time to time), a current copy of which the undersigned acknowledges he, she or it has received.

If an Entity:

Etnoll Group, LLC
(print name of entity)

By: Elisa Sanders
(signature)

Name: Elisa Sanders
Title: Member

Date: 2/8/17

If an Individual(s):

(print name(s))

(signature(s))

Date: ____________________
Page redacted under applicable law and provisions of Act and accompanying Application.
SCHEDULE B

DEFINITIONS

"Act" shall mean the Pennsylvania Limited Liability Company Act of 1994, 15 Pa.C.S. §8901 et. seq., and any successor statute, as amended from time to time.

"Additional Member" means any Person who becomes a Member after the date hereof in connection with the sale of New Securities by the Company or a Permitted Transfer by an existing Member.

"Adjusted Capital Account Deficit" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments: (i) credit to such Capital Account any amounts which such Member is obligated to restore (pursuant to the terms of such Member's promissory note or otherwise) or is deemed to be obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(3); and (ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(i)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"Affiliate" of a specified Person shall mean any other Person who directly or indirectly Controls, is Controlled by, or is under common Control with such specified Person.

"Agreement" shall mean this Operating Agreement of Keystone Relief Centers, LLC, as amended from time to time.

"Bankruptcy" shall mean the events specified in Section 8903(a) of the Act.

"Board" shall have the meaning assigned to it in Section 5.2(a) of this Agreement.

"Business" shall mean the business of operating one or more medical marijuana dispensaries in the Commonwealth of Pennsylvania and all such activities as are ancillary to such business.

"Capital Account(s)" shall mean the individual account(s) maintained by the Company with respect to each Member as provided in Section 3.2 of this Agreement.

"Capital Contribution(s)" shall mean the amount of cash or the agreed value of the property or services (as determined by the Members and the Company) contributed by each Member to the Company as provided in Article 3 of this Agreement.

"Change in Control" shall mean any transaction or series of related transactions (whether such transaction occurs by a sale of assets, sale of Units or other Company interests, merger, conversion, recapitalization or other business combination) that, after giving effect thereto, results in (a) all or substantially all of the assets of the Company being held by an entity that is owned, less than 50%, directly or indirectly, by the record holder of Units immediately prior to such transaction or (b) the record holder of the Units prior to such transaction having record ownership, directly or indirectly after the consummation of such transaction, of 50% or less (determined by the percentage of liquidating distributions the record holders of Units would receive upon a liquidation of the Company or other
surviving entity immediately after consummation of such transaction) of the equity securities of the Company or other surviving entity.

"Code" shall mean the Internal Revenue Code of 1986, as amended. All references to the Code or any regulations adopted thereunder, including Treasury Regulations or Temporary Treasury Regulations are references to the Code or such regulations as they are in effect on the date hereof or any successor provisions.

"Common Member" means any Member that holds Common Units. Solely for purposes of the allocation, distribution and transfer provisions of this Agreement (and any definitions relating thereto), a Common Member shall also be deemed to include an assignee or transferee of a Unit who has not been admitted to the Company as a Common Member. "Common Members" means all such Persons.

"Common Units" shall mean those Units of the Company designated as Common Units and issued to the Persons identified on Schedule A-1. All Common Units shall have one vote per Common Unit held.

"Company" shall mean Keystone Relief Centers, LLC, a Pennsylvania limited liability company.

"Company Minimum Gain" shall have the same meaning as partnership minimum gain set forth in Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"Competitor" means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in the business of operating one or more medical marijuana dispensaries within the same geographic area as the Company, and all such activities as are ancillary to such business, but shall not include any financial investment firm or collective investment vehicle that, together with its Affiliates, holds less than twenty percent (20)% of the outstanding equity of any Competitor and does not, nor do any of its Affiliates, have a right to designate any members of the board of Managers of any Competitor.

"Control" shall mean, with respect to a Person, possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management and policies of such Person through ownership of voting securities (or other ownership interests), contract, voting trust or otherwise.

"Convertible Securities" means any evidences of indebtedness, units or other securities directly or indirectly convertible into or exchangeable for Common Units, but excluding Options.

"Depreciation" shall mean, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for Federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the Federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the Federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.
"Exempted Securities" means (i) Common Units, Options or Convertible Securities issued as a dividend or distribution on Preferred Units; (ii) Common Units, Options or Convertible Securities issued by reason of a dividend, "stock split", split-up or other distribution on Common Units; (iii) Common Units or Options issued to employees or Managers of, or consultants or advisors to, the Company or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board; (iv) Common Units or Convertible Securities actually issued upon the exercise of Options or Common Units actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security; (v) Common Units, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board; (vi) Common Units, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board; and (vii) Common Units, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Company by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board.

"FOIA Party" means a Person that, in the determination of the Board, may be subject to, and thereby required to disclose non-public information furnished by or relating to the Company under, the Freedom of Information Act, 5 U.S.C. 552 ("FOIA"), any state public records access law, any state or other jurisdiction’s laws similar in intent or effect to FOIA, or any other similar statutory or regulatory requirement.

"Forfeit," "Forfeiture," "Forfeited" means the loss by Service Provider of any and all right, title and interest in and to the Units, or any portion thereof, including any and all profits or capital of the Company attributable to such Units; the elimination of Service Provider’s Capital Account relating thereto; the loss of any and all rights to any payment by the Company for such Units; and the termination of all other rights of Service Provider arising under this Agreement or otherwise in relation to such Units.

"Gross Asset Value" with respect to any asset shall mean the asset’s adjusted basis for Federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times:

(a) the grant of an Membership Interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a member capacity, or by a new Member acting in a member capacity or in anticipation of becoming a Member of the Company, if the Board reasonably determines that such adjustment is necessary or appropriate to reflect the relative Membership Interests of the Members in the Company and/or the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(b) the distribution by the Company to a Member of more than a de minimis amount of Company property other than money as consideration for an interest in the Company; and
(c) the liquidation of the Company for Federal income tax purposes within
the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that
the adjustments pursuant to clauses (a) and (b) above shall be made only if the Board
reasonably determines that such adjustments are necessary or appropriate to reflect the
relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be
the gross fair market value of such asset on the date of distribution;

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to
reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or
Code Section 743(b), but only to the extent that such adjustments are taken into account in
determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and
subparagraph (vi) of the definition of "Profits" and "Losses" of this Agreement or pursuant to
Section 4.3(g) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant
to this subparagraph (iv) to the extent that the Board determines that an adjustment pursuant to
subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would
otherwise result in an adjustment pursuant to this subparagraph (iv); and

(v) If the Gross Asset Value of an asset has been determined pursuant to
subparagraphs (i), (ii) or (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the
Depreciation taken into account with respect to such asset for purposes of computing Profits and
Losses.

"Majority-In-Interest" shall mean the Members whose aggregate Units exceed fifty
percent (50%) of the outstanding Units of the Company (treating for such purposes all Preferred Units as
if they had been converted into Common Units) taking into account only those Members entitled to vote
on the matter at issue.

"Member" shall mean each of those Persons signing this Agreement, or a counterpart
hereof, and listed on Schedules A-1 and A-2 attached hereto, and anyone else admitted as a member of
the Company in accordance with the terms of this Agreement. The term "Members" shall mean all of
such persons.

"Member Nonrecourse Debt" shall have the same meaning as partner nonrecourse debt
set forth in Sections 1.704-2(b)(4) and 1.704-2(i) of the Treasury Regulations.

"Member Nonrecourse Debt Minimum Gain" shall have the same meaning as partner
nonrecourse debt minimum gain set forth in Treasury Regulation Section 1.704-2(i) and shall be
determined in accordance with the principles of such Section of the Treasury Regulations.

"Member Nonrecourse Deductions" shall have the same meaning as partner
nonrecourse deductions set forth in Sections 1.704-2(i)(1) and 1.704-(2)(i)(2) of the Treasury
Regulations.

"Membership Interest" means, as to each Member, all of the interest of such Member in
the Company, including such Member's (i) right to an allocable share of the income, gain, losses, and
deductions of the Company in accordance herewith, (ii) right to a distributive share of the Company's
assets, (iii) obligations as a Member, and (iv) rights with respect to the management of the business and
affairs of the Company, if any, including any voting rights as may be provided in this Agreement. A
Membership Interest may be expressed in terms of Units.
"Net Cash Flow" shall mean (on the cash receipts and disbursements basis of accounting) all cash of the Company on hand and available for distribution, including distributions from entities owned by the Company, cash from investments of the Company, and proceeds from the sale or other disposition of Company assets; but excluding Capital Contributions of the Members, proceeds of any loans made to the Company (except to the extent of excess cash from a Company refinancing), funds that the Board, in its sole discretion but taking into account its fiduciary duties to the Members, elects to reinvest on behalf of the Company, and reserves deemed reasonably sufficient, in the sole discretion of the Board for (A) the working capital needs of the Company, (B) the payment of liabilities (including loans made to the Company by any one or more Members) incurred or expected to arise in the reasonably foreseeable future in connection with the operations of the Company, and (C) capital expenditures, capital investments, and contribution obligations incurred by the Company or expected to arise in the reasonably foreseeable future in the course of the Company's operations and in furtherance of the purposes of the Company.

"New Securities" means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities, provided that the following shall be deemed not to be New Securities: (i) Exempted Securities; and (ii) the issuance of additional Series A Preferred Units pursuant to the Subscription Agreement.

"Nonrecourse Deductions" shall mean deductions having the meaning set forth in Sections 1.704-2(b)(1) and 1.704-2(c) of the Treasury Regulations.

"Option" means rights, options or warrants to subscribe for, purchase or otherwise acquire Common Units or Convertible Securities.

"Percentage Interest" means, with respect to each Member, such Member's percentage ownership interest in the Company determined by dividing the number of such Member's Units by the total number of outstanding Units issued by the Company.

"Permitted Transfer" means any Transfer (i) to an existing Member of the Company; (ii) to an Affiliate of the transferring Member, provided that such Affiliate is a Qualified Member, or (iii) approved by the written consent of 75% of the Managers elected to the Board.

"Person" shall mean any individual, partnership, corporation, trust or other entity.

"Preferred Units" shall mean the Series A Preferred Units of the Company.

"Profits and Losses" shall mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for these purposes, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from Federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to the foregoing shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or that are treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section
1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to the foregoing shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with the definition of Depreciation under this Agreement;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member’s interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding the above, any items which are specially allocated pursuant to Sections 4.3 or 4.4 hereof shall not be taken into account in computing Profits and Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 4.3 and 4.4 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) of this definition of Profits and Losses.

"Prohibited Transfer" means any transfer of Units, whether voluntary or involuntary, which would cause the Company to be in violation for any reason (either immediately or with the passage of time) under the PMMA or any accompanying rules or regulations relating thereto promulgated by the Commonwealth of Pennsylvania.

"Pro Rata" shall mean in proportion to the Members’ respective Percentage Interests.

"Qualified Member" shall mean any Person who meets the following conditions, either, prior to being admitted as a Member or Additional Member, or upon such conditions being made available by the Pennsylvania Department of Health (provided that any member who has not met such conditions prior to being admitted as a Member shall promptly offer and sell such Units, Options or Convertible Securities to the Company pursuant to Section 9.4(b) hereof): (i) such Person is an Accredited Investor (as defined in Rule 501(a) promulgated under the Securities Act), (ii) pass a Federal and state criminal background check pursuant to Section 602(a)(4) of the PMMA administered by the Pennsylvania Department of Health, (iii) meets all other requirements of the PMMA required of such Person to become a Member of the Company, and (iv) does not prevent the Company from complying with any of its requirements, duties or obligations under the PMMA and undertakes to assist the Company in maintaining its compliance thereunder.
"Securities Act" means the Securities Act of 1933, as amended.

"Series A Original Issue Price" means $5,000.00 per Series A Preferred Unit.

"Series A Preferred Units" shall mean those Units of the Company designated as Series A Preferred Units and issued to the Persons identified on Schedule A-2.

"Service" shall mean the provision of services to the Company and/or an Affiliate by Service Provider in the capacity of a member, employee, consultant, or otherwise.

"Service Provider" shall mean any person that is currently providing services or previously provided services.

"Threshold Value" means the applicable threshold value assigned by the Board to any Units that are intended to constitute "profit interests" at the time such Units are issued.

"Unit" means a Membership Interest in the Company expressed in terms of measurement as a unit. Any Unit issued by the Company shall have the relative rights, duties and obligations as may be set forth in this Agreement. Additional Units may be issued at any time with such relative rights, duties and obligations as may be agreed to by the Board. Units, unless otherwise provided, shall mean all outstanding Units of the Company, irrespective of whether any particular Unit is entitled to voting rights.
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:
Keystone Relief Centers, LLC

Trade names and DBA (doing business as) names:

DOH REDACTED
March 14, 2017

Mr. Jason P. Wrona
Shareholder
Buchanan Ingersoll & Rooney PC
One Oxford Centre

DOH REDACTED

RE: KEYSTONE RELIEF CENTERS, LLC
REVISED PROPOSAL TO LEASE

Dear Mr. Wrona

Based on our meetings and your request, The Buncher Company ("Landlord") is pleased to present the following revised proposal for Keystone Relief Center, LLC’s ("Tenant") consideration. The following is a general outline of terms that we would commit to based on the conceptual site plan prepared by PVE Scheffler and proposed floor plan, drawing number [REDACTED]. More definitive terms would be incorporated into a formal Lease Agreement (the “Lease”).

BUILDING AREA: Situated on approximately [REDACTED] this building consists of approximately [REDACTED]. Tenant will occupy the entire building as shown and outlined in red on the attached plan marked Exhibit A subject to Tenant’s right to sublet under an approved sublease pursuant to the Lease Agreement. The exact size, configuration, and square footage of the building and proposed Leased Premises is subject to change pending review and approval by [REDACTED] and The Buncher Company.

TERM: The Lease will be for a term of twenty (20) years with commencement to occur on a mutually agreed upon date.
Early Occupancy: Landlord shall grant Tenant the right to occupy the Leased Premises prior to substantial completion, rent free, for the purpose of installing Tenant's equipment and inventory within designated portions of the Leased Premises approved by Landlord (the "Early Occupancy Period"). Provided Landlord is working within the Leased Premises, Tenant will be responsible for the cost of any security and utilities in those areas they are occupying after 3:30 pm, Monday through Friday, during the Early Occupancy Period.

Rental: The rental rate for the [REDACTED] of the Lease shall be based on a triple net lease as follows:

Option Fee: Tenant shall have the exclusive option to lease the Leased Premises for a period of [REDACTED], beginning on the first day of the month following the date this proposal is fully executed, unless extended by mutual agreement of the parties. During such option period, Buncher agrees to hold the Leased Premises off the market, and the parties agree to use commercially reasonable efforts to negotiate a mutually agreeable lease agreement. Tenant shall pay to Landlord an option fee in the amount of [REDACTED] each full calendar month during the option period until the earlier to occur of either a) the date that rent commences pursuant to the Lease or b) the last day of [REDACTED] after this proposal is fully executed. The three (3) foregoing sentences shall be binding upon the parties despite the fact that the remainder of this proposal is nonbinding.

If Tenant executes a Lease and secures a license from the State of Pennsylvania, Tenant shall receive a credit for the option fees received by Landlord towards rental based on the following formula:
RIGHT TO TERMINATE: Provided Tenant is not in default of the Lease, Tenant shall have the right to cancel its Lease only at the end of the year of the initial term with written notice and shall pay to Landlord as consideration for said early termination an amount equal to the balance due for rent and additional rent discounted a percentage in addition to the rental installment due in installments beginning with the date of notice and continuing for eleven (11) consecutive months thereafter.

ROLLOVER CLAUSE: Unless Tenant notifies Landlord in writing to the expiration of the initial term that it does not desire to extend the term of the Lease, the Lease and term thereof shall be deemed extended for one (1) successive additional term or (the "Extended Term"). The Extended Term will be under the same terms and conditions as the initial term of the Lease, except that the monthly rental to be paid during the Extended Term shall be calculated by increasing the average monthly rental paid during the initial term, by the percentage increase in the CPI over the previous lease period, but in no event will the monthly rental be less than the monthly rental paid during the last year of the initial term. Unless Tenant notifies Landlord in writing the expiration of the Extended Term that it does not desire to extend the term of the Lease, the Lease and term thereof shall be deemed extended for one (1) successive additional term or (the "Second Extended Term"). The Second Extended Term will be under the same terms and conditions as the Extended Term of the Lease, except that the monthly rental to be paid during the Second Extended Term shall be calculated by increasing the monthly rental paid during the Extended Term by the percentage increase in the CPI over the previous lease period, but in no event will the monthly rental be less than the monthly rental paid during the last year of the Extended Term.

As a condition precedent to the commencement of each Extended Term, Tenant shall not be in default of the Lease and must be in sole possession of the premises continuously during the last or first Extended Term, if applicable, and at the commencement date of each Extended Term.
PARKING: Landlord will provide sufficient parking spaces in common for company personnel and visitors within the parking areas within the Leased Premises. Landlord will stripe the parking lot with a minimum of four (4) handicapped parking spaces.

TAXES: Tenant will be responsible to pay their allocable share of the real estate taxes for the building and the land area attributable to the Leased Premises. Current taxes are [REDACTED] per square foot per year based on a full assessment.

INSURANCE: Tenant will procure the fire and extended coverage insurance for the building, with insurance companies satisfactory to Landlord, to insure the building to replacement cost value as determined from time to time by Landlord. Tenant will also be responsible to carry commercial general liability insurance coverage in the amount of [REDACTED] Company as an additional insured. Tenant shall also provide and maintain workers' compensation, and employer's liability insurance at the statutory limits covering Tenant's employees at the Leased Premises.

MAINTENANCE: Tenant shall be responsible for all maintenance, including repairs and/or replacement of mechanical systems within the Leased Premises. The roof and structural repairs and replacement, as defined in the Lease, shall be the responsibility of Landlord. No equipment mounted on the roof or attached to the building shall be deemed structural. Landlord shall institute a Common Area Maintenance (CAM) fee currently [REDACTED] feet per year times the amount of space leased to cover snow removal in the right of way and roads, maintenance of retention ponds, sidewalks, and landscape maintenance. Landlord will assign to Tenant the benefits of all assignable manufacturing warranties and will grant Tenant [REDACTED].

Also included in the Common Area Expense is Landlord's share of the Common Area Maintenance Expenses defined in the Declaration (copy enclosed). Note, no management fees are charged by Landlord except for third party management companies employed by Landlord to manage the property.

UTILITIES: Tenant shall be responsible for all utilities, including but not limited to, electric, gas, sewer, and water. All utilities will be separately metered and will be billed directly to Tenant by the appropriate utility company, or The Buncher Company, where applicable.
BUILDING FINISHES:

EXTERIOR: The exterior will be a combination of masonry, brick veneer, and decorative pre-cast structural concrete panels of various colors to enhance their appearance, as selected by mutual agreement of both the Landlord and the Tenant. R-factor for exterior panels is R-12.

FRAME: Rigid steel frame construction with [REDACTED] steel and roof deck painted white.


FLOOR: 6" reinforced concrete, 125 lbs. per square foot with 4,000 PSI concrete, sealed and hardened over compacted fill. It will be Tenant’s responsibility to access the suitability of the specified concrete floor for their use.

ROOF: 20 gauge galvanized steel decking insulated, single membrane rubber roof system with an R-24.2 rating.

ELECTRICAL: Electrical service to the Leased Premises will be 480/277 volt, 3-phase, 4 wire sized to meet the office and warehouse requirements specified in this proposal. Any increase in electrical service will be at Tenant’s sole cost and expense.

TRUCK DOORS: Landlord will furnish [REDACTED] if required based on the site and grading plans. Install a pre-cast concrete ramp within a paved parking area. Location of the door and ramp, if needed, to be mutually agreed upon between Landlord and Tenant.

SPRINKLERS: ESFR sprinkler system. The system is designed with 180°F sprinkler heads with a flow rate of .20 GPM over the most remote 2,000 square feet and a flow rate of 158 GPM at each sprinkler head. It is Tenant’s responsibility to check for adequacy of the system as it relates to their product.

ENTRANCE: One (1) double door, bronze aluminum frame entrance with insulated glass and sidelights, exterior concrete platform and sidewalk with canopy over entrance.
Mr. Jason P. Wrona  
March 14, 2017  
Page 6 of 9

WINDOWS: Landlord will provide a window system for the office area utilizing non-reflective, insulated glass and bronze aluminum frame windows. Window blinds are not included.

SANITARY FACILITIES: Landlord will provide water and sanitary lines to the inside of the Leased Premises.

TENANT IMPROVEMENT ALLOWANCE: May be used only for Tenant Improvement work to complete all improvements over and above the Building Finishes outlined herein performed by The Buncher Company or its contractors. Any unused allowance can be utilized by Tenant during the initial term of the Lease or shall be applied as a credit against the last rentals due under the Lease.

EMERGENCY LIGHTING:

LANDSCAPING: Landscaping shall be installed by Landlord and shall comply with current municipal zoning code to allow for the proper amount of grass areas and shrubbery. All landscaping within the Leased Premises shall be maintained by Landlord during the term of the Lease, and as previously mentioned, will be charged to Tenant, as part of the CAM fees.

RIGHT-OF-WAY: Landlord reserves for itself, visitors, and other Tenants in the buildings, the area shaded in yellow on Exhibit A as a right-of-way for ingress and egress.

IDENTIFICATION: Landlord will grant Tenant the right to install, at their sole cost and expense, a sign on the exterior of the building subject to review and the prior written approval of Landlord. All signage must conform to local ordinances. Landlord will place Tenant’s name on the directory at the entrance to the park.
SECURITY: All security for the Leased Premises will be the responsibility of Tenant.

CONDITION PRECEDENT: This proposal is conditioned upon i) receiving approval of the proposed building within Phase I of DOH REDACTED from The Buncher Company Executive Committee and DOH REDACTED zoning, planning, and supervisors and ii) a full review of Tenant's financials to establish its ability to comply with the required lease payments and obligations under the Lease iii) approval by all applicable state and local governmental agencies authorizing this location for use as a cannabis dispensary, and iv) Tenant obtaining a license to dispense cannabis pursuant to Pennsylvania law.

HAZARDOUS SUBSTANCE: Landlord will represent and warrant to Tenant that to the best of its knowledge, there are no hazardous substances located in, on, or under the building, the property, or the premises, and there has been no violation therein of any law governing hazardous substances.

Should Tenant wish to pursue any environmental assessment, all costs would be for tenant's account.

FIBER OPTICS: Armstrong Cable has installed fiber optic lines running along the main access road to DOH REDACTED. Landlord will have available capacity within our conduit to provide access to the building. It is Tenant's responsibility to negotiate with their preferred provider the terms and conditions of said access.

SURRENDER: Tenant shall deliver up and surrender to Landlord possession of the Leased Premises upon expiration of the term of this Lease or upon the earlier termination of this Lease, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, ordinary wear and tear and damage by insured casualty excepted. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Leased Premises at the termination of any tenancy.
ASSIGNMENT AND SUBLETTING: Tenant shall have the right to sublet or assign all or any part of the Leased Premises with Landlord's approval, which approval shall not be unreasonably withheld. However, any additional income above the rental due under the Lease during the time of such sublease or assignment shall be Landlord's after first deducting from such additional income, (i) those costs which are the responsibility of Tenant under the Lease and (ii) Tenant's costs associated with the sublet or assignment of space which includes all brokerage fees, all legal fees, all direct marketing fees, and the cost of any subtenant improvements including demising or separating the subleased space. Tenant will remain the responsible party on the Lease during such sublease or assignment. Notwithstanding the above, Landlord will permit assignment or subletting to Tenant's other divisions, affiliates, or subsidiaries without Landlord's consent, provided Tenant gives Landlord prior written notification.

ADA COMPLIANT: Landlord will certify that the building will be in full compliance in all material respects with applicable ordinances including Title III of the ADA Act of 1990.

ACCESS: Tenant will have access to their Leased Premises 24 hours a day, 7 days a week, 52 weeks per year.

SECURITY DEPOSIT: Pending a review of Tenant's financial statements, Landlord will determine if a security deposit is required.

REAL ESTATE COMMISSION: The Buncher Company will pay a commission for the initial term to Newmark Grubb Knight Frank ("Broker") in accordance with the attached letter agreement. Any additional commissions for the initial term or any Extended Term requested by Broker must be agreed to by Tenant and shall be solely for the account of Tenant. At the request of Tenant, Buncher will pay the additional commission by amortizing said commission over the initial term or the Extended Term(s), whichever is applicable, at an interest rate of

Accordingly, the above revised proposal represents a completed building. Anything in the way of finishes not included in this revised proposal would be at the expense of the Tenant and may be paid for on a contract basis or amortized over the life of the Lease at a
This property and revised proposal are submitted subject to errors, omissions, satisfactory Lease negotiations, prior Lease approval by the executive committee, or withdrawal from the market for any reason without notice.

If the above revised proposal is acceptable to your client, please have them acknowledge their acceptance by having the appropriate authority of Tenant sign the original copy of this revised proposal where indicated and return same to the undersigned. Upon receipt of the signed revised proposal, we will begin preparing a draft of the Agreement of Lease incorporating the agreed upon terms and conditions, along with such other standard provisions as may be applicable, for your review.

Thank you for permitting me the opportunity of submitting this revised proposal. I look forward to your client’s favorable reply.

Sincerely

[Signature]

Brian R. Goetz
Executive Vice President

[Signature]

Steve Arciuolo
Director of Real Estate Development and Investments

BRG/bmk
Enclosure

ACCEPTED AND APPROVED THIS _______ DAY OF _____________, 2017

KEYSTONE RELIEF CENTERS, INC.

BY:

________________________

TITLE:

________________________
This property and revised proposal are submitted subject to errors, omissions, satisfactory Lease negotiations, prior Lease approval by the executive committee, or withdrawal from the market for any reason without notice.

If the above revised proposal is acceptable to your client, please have them acknowledge their acceptance by having the appropriate authority of Tenant sign the original copy of this revised proposal where indicated and return same to the undersigned. Upon receipt of the signed revised proposal, we will begin preparing a draft of the Agreement of Lease incorporating the agreed upon terms and conditions, along with such other standard provisions as may be applicable, for your review.

Thank you for permitting me the opportunity of submitting this revised proposal. I look forward to your client's favorable reply.

Sincerely,

Brian R. Goetz
Executive Vice President

[Signature]

Steve Arciulo
Director of Real Estate Development and Investments

BRG/bmk
Enclosure

ACCEPTED AND Approved This 15th Day of March, 2017

KEYSTONE RELIEF CENTERS, INC.

BY: [Signature]  
TITLE: CEO
February 27, 2017

Re: Keystone Relief Centers, LLC
Medical Marijuana Dispensary

Dear Mr. Gallagher:

This letter is a response to your request for a zoning determination regarding a proposed Medical Marijuana Dispensary to be located at [DOH REDACTED]. Pursuant to Code Section 911.03.B of the [DOH REDACTED] Zoning Code, the proposed use can be permitted on the Subject Property as a special exception.

A special exception is a form of permitted use reviewed by the Zoning Board of Adjustment to confirm compliance with specific approval criteria. Code Section 922.07 sets forth the general criteria the Board is to consider in approving a use by special exception, including verification that the proposed development will not create detrimental visual, transportation, operational, health, safety, or property impacts.

Please contact the Department if you have any further questions.

Sincerely,

[Signature]

Corey Layman, AICP
Zoning Administrator
February 14, 2017

RE: KEYSSTONE RELIEF CENTERS, LLC
LETTER OF INTENT AND OPTION TO LEASE

Dear [Redacted]

Pursuant to our recent discussions and your request for a revised proposal, The [Redacted] ("[Redacted]") is pleased to offer this proposal to Keystone Relief Centers, LLC ("Tenant") for the cannabis dispensary to lease and occupy space in the [Redacted] building located at [Redacted] (the "Leased Premises").

LEASED PREMISES:
The proposed Leased Premises has approximately [Redacted] square feet on [Redacted] as shown outlined in red on Exhibit A. The square footage will be verified prior to Lease preparation.

LEASE TERM:
The Lease will be for a term of ten (10) years with commencement to occur on a mutually agreed upon date, to be no earlier than five (5) days after Tenant is granted a license to dispense cannabis pursuant to Pennsylvania law.

RENTAL:
Rent shall not commence until the conditions precedent (as set forth herein) are fulfilled and [Redacted] has substantially completed i) the Building Finishes described below and ii) the build-out of the interior of the Leased Premises in accordance with plans and specifications to be agreed upon by [Redacted] and Tenant, the costs of which shall be borne by Tenant. The proposed rental, exclusive of any build-out costs of the interior of the Leased Premises, is based on a [Redacted] lease as follows:
EXCLUSIVE OPTION AND FEE: Tenant shall have the exclusive option to lease the Leased Premises for a period of six (6) months beginning on the date this proposal is fully executed. During such option period, Tenant agrees to hold the Leased Premises off the market, and the parties agree to use commercially reasonable efforts to negotiate a mutually agreeable lease agreement.

If Tenant executes a Lease and secures a license from the State of Pennsylvania, Tenant shall receive a license fee based on the following formula:

CONDITION PRECEDENT: The Lease is conditioned upon i) receipt of Tenant's financial information for review and approval by our Executive Committee prior to the execution of a Lease, ii) approval by all applicable state and local government agencies authorizing this location for use as a cannabis dispensary, and iii) Tenant obtaining a license to dispense cannabis pursuant to Pennsylvania law.

SECURITY DEPOSIT: Subject to the review of Tenant's financial information, Landlord will determine if a security deposit is required.

TAXES: Tenant will be responsible to pay their allocable share of the real estate taxes for the building and the land area attributable to the Leased Premises. The current taxes for 2016 are approximately $ per square foot per year.

INSURANCE: Tenant will procure the fire and extended coverage insurance for the building, with insurance companies satisfactory to Landlord, to insure the building to replacement cost value as determined from time to time by Landlord. Tenant will also be responsible to carry commercial general liability insurance coverage in the amount of $ and naming The [REDACTED] as an additional insured. Tenant shall also provide and maintain workers' compensation, and employer's liability insurance at the statutory limits covering Tenant's employees at the Leased Premises. Tenant shall also maintain automobile liability insurance, which shall have a minimum limit of $ with respect to any occurrence upon, in or about the Leased Premises.
RENEWAL CLAUSE:
Tenant shall have the right to extend the initial ten (10) year term of this Lease for two (2) additional terms of five (5) years (each a "Renewal Term") to commence immediately following the expiration of the extant term. Tenant may exercise their right to extend the term of this Lease for each Renewal Term only by delivering to Landlord written notice of Tenant's exercise of such right no less than nine (9) months prior to the expiration of the extant term. All terms and conditions of this Lease shall continue in full force and effect for each Renewal Term except that the monthly rental for each Renewal Term shall be calculated by increasing the average monthly rental or monthly rental, if applicable, paid during the extant term by one hundred percent (100%) of the increase in the CPI over the extant term. In no event will the monthly rental be less than the monthly rental paid during the last year of the extant term.

As a condition precedent to the commencement of each Renewal Term, Tenant shall not be in default of the Lease and must be in sole possession of the premises continuously during the nine (9) months prior to the expiration of the extant term and at the commencement date of each Renewal Term.

If Tenant elects not to extend the term of the Lease at the end of the initial term, or first Renewal Term, if applicable, Tenant shall, in accordance with the surrender clause of the Lease, remove all furniture, fixtures and equipment specific to Tenant's use of the building and restore the Leased Premises to the condition that existed on the date the Landlord's Work and Tenant Improvements are completed, ordinary wear and damage from casualty excepted.

MAINTENANCE:
Landlord shall warrant that all building systems (including the roof and foundation) and HVAC systems are in good working order as of the date the Lease term begins. Tenant shall have the right to inspect all such systems upon completion of build-out of the Leased Premises and shall promptly make repairs/replacements so as to put the systems in good working order. Tenant shall be responsible for all maintenance, including repairs and/or replacement of mechanical systems within the Leased Premises. The roof, structural repairs, and repairs/replacements to the Outside Parking Areas, as defined in the Lease shall be the responsibility of Landlord. No equipment mounted on the roof or attached to the building shall be deemed structural.

UTILITIES:
Tenant shall be responsible for all utility charges for the proposed Leased Premises, including but not limited to, electric, gas, sewer, and water. All utilities will be either separately metered and billed directly to Tenant by the appropriate utility company or billed directly to Tenant by Landlord. When utility services are billed by a third-party service provider engaged by Landlord, the bill for utility services shall include any applicable service charges of said third party.
ASSIGNMENT AND SUBLETTING: Tenant shall have the right to sublet or assign all or any part of the Leased Premises with Landlord's approval, which approval shall not be unreasonably withheld. However, any additional income above the rental due under the Lease during the time of such sublease or assignment shall be Landlord's after first deducting from such additional income, (i) those costs which are the responsibility of Tenant under the Lease and (ii) Tenant's costs associated with the sublet or assignment of space which includes all brokerage fees, all legal fees, all direct marketing fees, and the cost of any subtenant improvements including demising or separating the subleased space. Tenant will remain the responsible party on the Lease during such sublease or assignment. Notwithstanding the above, Landlord will permit assignment or subletting to Tenant's other divisions, affiliates, or subsidiaries without our consent, provided Tenant gives Landlord prior written notification.

BUILDING FINISHES:

EXTERIOR: The exterior of the building is decorative brick.

ROOF: Landlord will replace the existing roof with an insulated, single membrane, rubber roof system.

ELECTRICAL: Existing electrical service is 200 Amps 480/277 volt, 3-phase, 4 wire sized to meet the requirements for the existing office. Any additional power required by the Tenant shall be at Tenant's sole cost and expense.

UTILITIES: Landlord will provide gas, water, and sewer connections to the building.

OUTSIDE PARKING AREAS: Parking and truck loading areas are bituminous asphalt paving. Landlord will resurface the existing parking area and re-stripe the parking lot in accordance with the Leased Premises parking plan.

SECURITY: All security for the Leased Premises will be the responsibility of Tenant.

ACCESS: Tenant will have access to their Leased Premises 24 hours a day, 7 days a week, 52 weeks per year.

MODIFICATIONS: Tenant shall not make or permit to make any alterations, improvements, or additions to the Leased Premises except by and with prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed, but may be conditioned.

RIGHT-OF-WAY: Landlord reserves for itself, visitors, and adjoining property owner and its assignees, the area shaded in yellow on Exhibit A as a right-of-way for ingress and egress, throughout the property.
February 14, 2017
Page 5 of 5

IDENTIFICATION: Landlord will grant Tenant the right to install, at their sole cost and expense, a sign on the Leased Premises and the right to place an identification sign at the entrance to the site along with, subject to review and the prior written approval of Landlord. All signage must conform to all ordinances and shall be removed at Lease expiration by Tenant at Tenant's sole cost and expense to include returning the Leased Premises to its original condition.

REAL ESTATE COMMISSION: will pay a commission for the initial term to in accordance with the attached letter agreement. Any additional commissions for the initial term or any Extended Term requested by Broker must be agreed to by Tenant and shall be solely for the account of Tenant. At the request of Tenant, will pay the additional commission by amortizing said commission over the initial term or the Extended Term(s), whichever is applicable, at an interest rate of prime plus three percent (3%) per annum.

This property and revised proposal are submitted subject to errors, omissions, satisfactory Lease negotiations, prior Lease, or withdrawal from the market for any reason without notice.

Thank you for permitting me the opportunity of submitting this revised proposal. I look forward to your favorable reply.

Sincerely

Director of Real Estate Development and Investments

ACCEPTED AND APPROVED THIS 16th DAY OF February, 2017

KEYSTONE RELIEF CENTERS, LLC

BY: 

TITLE: Authorized Signatory
Attachment F: Affidavit of Business History

Instructions:

- Each principal or operator of the applicant must complete the Affidavit of Business History
- Execute the affidavit and save as a PDF file called "Attachment F," using the appropriate file name format. A cover sheet is not needed
Affidavit of Business History

Commonwealth of Pennsylvania  
County of Allegheny

The undersigned, James C. Roddey, 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>NONE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omissions in this affidavit. I am further aware that any false or misleading statement or omitted information is punishable under the applicable provisions of 19 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

I, James C. Roddey, hereby certify:  

CEO  
March 10, 2017

Signature of Affiant and Title  
Date

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

Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Mark T. Bodine, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Nov. 12, 2017

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

Instructions:
- Each principal or operator of the applicant must complete the Affidavit of Criminal Offense
- Execute the affidavit as instructed and save as a PDF file called "Attachment G," using the appropriate file name format. A cover sheet is not needed.
Affidavit of Criminal Offense

Commonwealth of Pennsylvania
County of Allegheny

The undersigned, James C. Roddy, 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]
CEO  March 10, 2017

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

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Mark T. Bodura, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov., 12, 2017

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

MY COMMISSION EXPIRES:

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Attachment I: Affidavit of Capital Sufficiency

Instructions:

- The applicant must submit an affidavit stating that the applicant meets the capital requirements set forth in §1141.30 (relating to capital requirements).
- Note that there are two different versions below:
  - Attachment I-1 is the affidavit for a grower/process applicant
  - Attachment I-2 is the affidavit for a dispensary applicant
- Execute the appropriate affidavit and save as a PDF file called "Attachment I," using the appropriate file name format. A cover sheet is not needed.
ATTACHMENT I-2: AFFIDAVIT OF CAPITAL SUFFICIENCY FOR A DISPENSARY PERMIT APPLICANT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

AFFIDAVIT OF CAPITAL SUFFICIENCY

Commonwealth of Pennsylvania  )
County of Allegheny  ) ss:

I/WE James C. Roddey

ADDRESS
PHONE

CITY  STATE  ZIP CODE  COUNTY

For the following applicant:

Keystone Relief Centers, LLC

NAME OF BUSINESS

DOH REDACTED

ADDRESS
PHONE

CITY  STATE  ZIP CODE  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]
CEO

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

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mark T. Bodura, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 12, 2017

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Attachment K: Release Authorization

Instructions:
- Execute the following release authorization
- Scan the completed and executed release authorization below save it as a PDF file called “Attachment K,” using the appropriate file name format. No cover sheet is needed.
RELEASE AUTHORIZATION

TO: ____________________________________________

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

FROM: Keystone Relief Centers, LLC

Applicant’s Name

I, __________ James C. Roddey _________, 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 10th day of March, 2017.

Authorized Signatory

COMMONWEALTH OF Pennsylvania
)
COUNTY OF Allegheny
)

On this 10th day of March, 2017, before me, a Notary Public, personally appeared James C. Roddey (known to me or satisfactorily proven) to be the person whose name is subscribed in this Release, and acknowledged that he/she executed the same for the purposes herein contained.

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

Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Mark T. Bodura, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 12, 2017

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

pennsylvania
DEPARTMENT OF HEALTH

22
Attachment L: Applicant Priorities for Multiple Applications

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

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

Trade names and DBA (doing business as) names:

DOH REDACTED

A. Priorities for Multiple Grower/Processor Permit Applications

Please check one of the following:
☒ The applicant would like to make the Department aware of the applicant's priorities as listed below
☐ The applicant has no preference regarding medical marijuana regions

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

23
B. Priorities for Multiple Dispensary Permit Applications

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

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