Medical Marijuana Grower/Processor Permit Application

You may apply for one grower/processor permit in this application for any of the medical marijuana regions listed below. A separate application must be submitted for each grower/processor permit sought by the applicant. Please see the Medical Marijuana Organization Permit Application Instructions for a table of the counties within each medical marijuana region.

Please check to indicate the medical marijuana region, and specify the county, for which you are applying for a grower/processor permit:

☐ Northwest  ☐ Northcentral  ☐ Northeast
☐ Southwest  ☐ Southcentral  ☒ Southeast

County: Delaware
Medical Marijuana Grower/Processor Permit Application

Part A - Applicant Identification and Facility 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 PERMIT.

Section 1 – Applicant Name, Address and Contact Information

Business or Individual Name and Principal Address

| Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents: | Pennsylvania Grown Medicine, LLC |
| Other trade names and DBA (doing business as) names: | Chester Grows |

Business Address:

| City: | State: | Zip Code: |
| Phone: | Fax: | Email: |

☒ Primary Contact or ☒ Registered Agent for this Application

Section 2 – Facility Information

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 grower/processor permit application, and any proposed location for a grower/processor facility.

PROPOSED GROWER/PROCESSOR FACILITY (PLEASE INDICATE THE FACILITY NAME AS YOU WOULD LIKE IT TO APPEAR ON THE PERMIT)

| Facility Name: | Chester Grows |
| Facility Address: |  |
| City: | State: PA | Zip Code: |
| County: | Municipality: |

☒ Owned by the applicant ☐ Leased by the applicant ☒ Option for applicant to buy/lease

Is the facility located in a financially distressed municipality?

☒ Yes ☐ No
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 BACKGROUND 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.
Pennsylvania Department of Health  
Medical Marijuana Grower/Processor Permit Application

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

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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.

Official Diversity and Inclusion Plan

Executive Summary
Chester Grows takes seriously its commitment to diversity. We have prepared the following Diversity Plan to outline key aspects of this commitment. Underlying the plan is our hope to ensure equal opportunity and to promote diversity in a manner reflective of the local community. The diversity plan is prospective and based on projections about the facility’s future business and workforce. The plan will be maintained and refined as we establish a track record of equal opportunity in all aspects of our operations. The following projections are a good faith attempt to quantify our efforts and we anticipate the plan and goals will become more concrete as we further meet, become more integrated with, and better understand the makeup, needs, and capabilities of the local communities.

Mission Statement

The following mission statement summarizes Chester Grows commitment to diversity. It will be posted in prominent places throughout the facility. It will communicate the foundation of our diversity mission to employees, business partners and our community:

Chester Grows is devoted to building and nurturing a diverse environment and is committed to equal opportunity employment and participation by a diverse group of employees in all employment classifications throughout the organization, vendors, suppliers and contractors.
We are committed to recruiting, employing, training and advancing talented people of any race, sex, age, culture, religion, lifestyle or disability.

We actively search for a diverse pool of candidates to provide us with a depth of talent, skills and potential to meet our goals in all employment levels of our operation.

We celebrate our heterogeneous employee base and appreciate its cooperative power as a means to meet our business goals.

We are dedicated to utilizing diverse Chester area vendors, suppliers, contractors and other service providers to enhance the participation of such groups in the success of our facility, and to encourage the ownership and advancement of such firms.

We require that our contractors and vendors practice equal opportunity policies when they deal with others who provide goods or services to us.

**Current Organizational Status**

Though Chester Grows has not yet hired most employees and operators, it does have a diverse composition from the outset. The Principal, The Operator is also African American. Of the 11 Financial Backers, 4 are African American and 4 are women. Of the 10 employees known at this juncture, 5 are women and 2 are African American. As an African American-led organization (Principal and Operator), Chester Grows reflects the demographics of the City of Chester in its leadership. Because 75% of the City of Chester are African American we would aim to hire more employees of African American descent. Chester Grows employees, however, already reflect the gender demographics of the City of Chester, with 50% of employees being women.

**Overall Goals**
The Diversity Plan has two overall goals.

1) Ensure equal opportunity.

2) Promote diversity in a manner reflective of the local community.

**Diversity-Oriented Outreach and Events**

Chester Grows considers diversity to be an integral part of its operation, ranging from the process of requisitioning positions to recruitment to the internal development of staff. The following section details how diversity will be integrated into various aspects of the organization’s functioning.

The implementation of the diversity plan will be the responsibility of the General Manager, the Director of Human Resources and the Director of Purchasing. Chester Grows will also convene a Diversity Task Force responsible for tracking and reporting the outcomes of diversity initiatives. The task force will review recruitment efforts, including those serving on job search committees, job announcements and advertisements, interview results, and recruitment distribution networks. They will also review retention rates across demographics. The task force will aim to increase diversity in the workforce, achieve equity in recruitment efforts, maintain equitable employee retention, and contract with a diverse set of vendors for the operation of the facility.
Job Requisition: When a job position at the company becomes available, including Board Member and ownership positions, the company’s Diversity Task Force will first use the company’s most recent Workforce Utilization Report to evaluate whether the position is within a job category where diverse participants are currently underrepresented. If so, the Diversity Task Force will create a plan for targeted advertising to address the underrepresentation of diverse participants. The company’s Diversity Task Force will also review all advertising and recruitment materials for the following:

- Job Recruitment: When the Diversity Task Force identifies the need to target diverse participants to fill an open position, they will first develop a broad knowledge of the local workforce to determine where to target the search in order to yield a diverse applicant pool. Next, they will identify the distribution networks most likely to be seen or sought out by diverse participants. Recruitment efforts will be targeted as well as broad-based and will include electronic media, print advertising, and community outreach.

- Finally, Chester Grows will identify various community groups and organizations in the community of Chester with which we can partner. Identifying unskilled workers and training partners will be a major focus of our recruitment efforts.

Internal posting, recruitment and referral process: Prior to soliciting external job applicants, the Diversity Task Force will encourage the advancement of any existing qualified employees who are diverse participants when a position is open in a job category where diverse participants are underrepresented. Internal recruitment not only streamlines company operations but also increases employee morale. Internal recruitment efforts may include posting the position in employee areas, requesting nominations from supervisors and managers, and consulting human resource files for employees with the necessary knowledge, skills and abilities.
Employees want to stay with companies that provide development and mobility options. They are loyal to organizations that invest in their careers. We are committed to being that kind of company. We will publish a bi-weekly Human Resources “Hot Sheet” detailing all position openings to our existing management group to give them an opportunity to directly encourage employees identified as “high potential” to explore currently available openings. Additionally, we publish and post all available positions, including those on the Hot Sheet, to give employees the opportunity to apply for advancement opportunities or equal-level positions in other areas thereby allowing them to broaden their skills in other areas. We are committed to making the promotion of our employees a first option for upward mobility.

Leadership Training and Development Plan for Diverse Team Members: To encourage diverse participants to join the company’s workforce, employees who are diverse participants will be trained and encouraged to take leadership roles. The Diversity Task Force is responsible for developing a leadership development program that includes one-on-one mentoring, coaching, and identifying education opportunities for employees of all backgrounds. The Diversity Task Force will also evaluate internal talent regularly to ensure that employees who are diverse participants are included in the leadership development pipeline.

Chester Grows intends to provide various mobility programs to allow our employees to grow and advance within the company. A program will be available for line level employees who aspire to management positions. Advanced management skill-related courses will be available for our supervisors and managers who aspire to advance and become more proficient in their current positions. We are committed to the development of all employees and programs are currently being developed through the succession planning process to ensure that our management teams are focused on development at all levels of the organization.

Diversity and Workplace Training: Our education and training efforts will have several areas of focus. Chester Grows will open with specific pre-opening training for all employees, consisting of our EEO/recruiting practices, customer service standards, anti-harassment as well as diversity training designed to foster a welcoming environment for all diverse groups. In addition to this broad, property-wide training, we will provide departmental skill-related training for our new associates. This will allow employees to successfully integrate themselves into their new departments. Building confidence in the ability to competently handle job duties and establishing an internal departmental support system will increase the chances of retaining new employees.

As part of pre-employment training, all employees will learn the company policies that ensure a discrimination-free and respectful workplace. Diversity training will include:
**Construction**

*Mission Statement:* Inclusion of minority businesses and other diverse groups on major construction projects in southeast Pennsylvania is an important issue for the local minority community and for Chester Grows. We believe that a proactive approach to addressing minority participation during the planning stages of the initial build out (as well as subsequent construction) will result in both successful inclusion of minority businesses and successful completion of the project. We aim to build relationships within the community to raise awareness and identify qualified contractors and suppliers. We also aim to include minority and women business enterprises, as well as other diverse groups, in the initial and post opening construction projects.

*Plan:* Chester Grows plans to contract with a construction manager who has experience with the local community and relationships with the minority and other diverse contractors and organizations and specialized staff to address the diversity issues. Our construction manager will also reach out to those minority organizations we have already identified as leaders in southeastern Pennsylvania and involve them in the planning stages of the minority participation program. This will ensure their participation and cooperation for the duration of the project. These organizations will help us in these areas:

The construction manager will work closely with Chester Grows and its diversity consultants on all Participation Plan issues, as careful planning and management will be necessary to build strong business partnerships with the various organizations. For example, the bid packages will be developed with an eye towards creating viable opportunities for minority and other diverse contractors and suppliers.

The first step to building and continuing a positive relationship with minority communities will be to comprehensively identify qualified minority and other diverse contractors and suppliers. To this effect, Chester Grows has already identified and signed an MOU with Perryman Building and Construction Services, Inc, an African American-owned construction firm with expertise in commercial construction in the Philadelphia area.

Following the identification phase, the bid packages will be developed and distributed in a manner that will maximize inclusion. Finally, the reporting process will be structured to ensure, to the extent possible, that our goals are being met and that the appropriate parties are accountable for those results. Through a Participation Plan and the involvement of some of the above organizations, as well as cooperation from local trade organizations, our construction manager will maximize the diversity participation in the project.

Our primary objective is to select contractors and suppliers who have the experience and ability to complete the work within the scheduled timeframe and pricing parameters. Our construction manager will utilize the list of minority and woman business enterprises compiled at the state level to identify certified MBEs and WBEs. Our goal is for our extensive efforts in identifying MBE, WBE and other diverse candidates to result in construction projects that are
staffed in a manner which (a) maximizes MBE/WBE and other diverse participation and (b) is reasonably reflective of and inclusive of the local community.

Procurement

Mission: Chester Grows considers quality, service, and price to be the main components of any vendor relationship. As a socially responsible organization, we pledge to partner wherever possible with certified Pennsylvania minority and woman vendors, as well as other diverse groups, to create a mutually beneficial business climate. Our goal is to ensure that all qualified vendors are given equal access to bid on our business. We aim to build relationships within the community to raise awareness and identify qualified vendors. We also aim to ensure that all qualified vendors are given equal access to bid on our business.

Plan: To support our diverse vendor purchasing mission, PGM plans to:
Vendors with Chester Grows will be required to complete a vendor registration packet before any contract or purchase orders will be issued. No business will be conducted or counted towards our purchasing procurement goal dollars unless the vendor packet is on file and complete. Consistent with our compliance program, upon reaching $100,000 in purchases, the vendor will be required to complete a due diligence report to facilitate a background investigation. At this early stage, we have not yet identified our purchasing needs. However, our extensive efforts to identify, train and assist MBE/WBE, as well as other diverse groups of potential vendors should result in a roster of vendors that maximizes diversity and is reasonably reflective of and inclusive of the local community.

**Workforce Utilization Report**

The following numbers are based on our projection of total employment in Year Five. Chester Grows intends to have a workforce that mirrors the community. All projections of workforce utilization aims reflect the demographics of the City of Chester and are derived from statistical information in the US Census.

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<th>Number of persons employed in each job category</th>
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<th>Total number of men employed in each job category</th>
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<td>Job Type – Men Employed in 5 Years</td>
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Pennsylvania Department of Health  
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<th>Job Type – Women Employed in 5 Years</th>
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Total number of women employed in each job category

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The total number of veterans in each job category

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Total number of service-disabled veterans in each job category
### Tracking and Reporting Plan

The Diversity Task Force is responsible for tracking and reporting the outcomes of the company’s diversity initiatives. A designated member of the Task Force will keep records of the following:

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<th>Job Type – Racial Minorities</th>
<th>African American</th>
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We will also maintain a comprehensive report of the total number and value of all contracts that contain a participation plan and all subcontracts awarded to MBE/WBE under a participation plan. The report will also include a description of our efforts to monitor and enforce our participation plans. The report will also detail the total number and value of all contracts issued, directly or indirectly, and provide a detailed report of all efforts made to do business with diverse vendors (successful and unsuccessful). Additionally, the report will include employment data including the minority and women representation in the workforce in all job classifications, salary information, recruitment and training information, and retention and outreach efforts.

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 Principals, Financial Backers and Operators

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<tr>
<td>Suffix:</td>
<td></td>
</tr>
<tr>
<td>Occupation:</td>
<td></td>
</tr>
<tr>
<td>Title in the applicant’s business:</td>
<td></td>
</tr>
<tr>
<td>Also known as:</td>
<td></td>
</tr>
<tr>
<td>Date of birth:</td>
<td>MM/DD/YYYY</td>
</tr>
<tr>
<td>Address Line 1:</td>
<td></td>
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<tr>
<td>Address Line 2:</td>
<td></td>
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<tr>
<td>Address Line 3:</td>
<td></td>
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<tr>
<td>City:</td>
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<tr>
<td>State:</td>
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<tr>
<td>Zip Code:</td>
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<tr>
<td>Phone:</td>
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<tr>
<td>Fax:</td>
<td></td>
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<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>
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 Principals, Financial Backers and Operators
IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER INDIVIDUALS IN A SEPARATE DOCUMENT TITLED "PRINCIPALS, FINANCIAL BACKERS AND OPERATORS (CONTD.)" IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE 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.
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.

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 grower/processor facility.

Section 7 – Civil and Administrative Action

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

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

(Scoring Method: 550 Points)

A PLAN OF OPERATION IS REQUIRED FOR ALL GROWER/PROCESSOR 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 seeds, immature medical marijuana plants, medical marijuana plants, medical marijuana, and medical marijuana products
- Labeling of medical marijuana products
- Inventory management, including management of returns of medical marijuana product that is expired, damaged or recalled
- Appropriate nutrient practice, using fertilizers or hydroponic solutions, and the recording of information on the use of fertilizers and growth additives
- Quality control and testing of medical marijuana and medical marijuana products for potential contamination
- Growing of medical marijuana, including a detailed summary of policies and procedures for its growth and harvest
- Recordkeeping
- Preventing unlawful diversion of medical marijuana and medical marijuana products
Section 8 – Operational Timetable

If issued a permit, please describe below the steps and timeframes for becoming operational as a grower/processor within six months from the date of issuance of a grower/processor permit. Specifically, provide the steps you will take to begin the process for the growing, handling, processing, testing, transporting, and disposing of medical marijuana and medical marijuana products.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental remediation conducted</td>
<td></td>
</tr>
<tr>
<td>Geotechnical survey completed</td>
<td></td>
</tr>
<tr>
<td>Grow/Process permit received from DOH</td>
<td></td>
</tr>
<tr>
<td>Planning and zoning approval received</td>
<td></td>
</tr>
<tr>
<td>Construction documents submitted for permit review</td>
<td></td>
</tr>
<tr>
<td>Building permits received</td>
<td></td>
</tr>
<tr>
<td>Site work commences</td>
<td></td>
</tr>
</tbody>
</table>

If more space is required for the Operational Timetable, please submit additional information in a separate document titled “Operational Timetable (Cont’d)” in accordance with the attachment file name format requirements and include it with the attachments.

Section 9 – Employee Qualifications, Description of Duties and Training

A. Please provide a description of the duties, responsibilities, and roles of each principal, financial backer, operator and employee.

1. Chief Executive Officer (CEO) - Serves at the will of the Board of Directors, serving as managing director of corporate operations and as the main link between the different divisions within the company. Works to derive the overall strategy of Pennsylvania Grown Medicine, LLC (DBA Chester Grows) as outlined for the Board of Directors. Directs and manages all managers and executive directors of Chester Grows to accomplish the company’s strategic goals. Works closely with the CFO to prepare annual budgets, complete competitive analysis, and risk assessment of business strategies. Works with human resources regarding hiring practices, payroll, and benefit disbursement. Oversees quality control throughout Chester Grows, establishing goals for each department in partnership with directors and managers.

2. Executive Director, Business Development - Serves at the will of the CEO and Board of Directors. Serves to improve the company’s market position and achieve financial growth. Works with the
PART D – SECTION 9A
EMPLOYEE QUALIFICATIONS, DUTIES, AND TRAINING
25 POINTS FOR 9A, 9B, AND 9C

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

Chief Executive Officer (CEO) – The CEO leads the President and the executive team. While
the President oversees day-to-day operation, the CEO is focused on the direction of the company.
It is the role of the CEO to balance the financial, medical, and operational concerns of the
company. The CEO will harness the expertise and perspectives of the management team to meet
and direct the company’s goals.

President - Serves at the will of the Board of Directors, serving as managing director of
corporate operations and as the main link between the different divisions within the company.
Works to derive the overall strategy of Pennsylvania Grown Medicine, LLC (DBA Chester
Grows) as outlined for the Board of Directors. Directs and manages all managers and executive
directors of Chester Grows to accomplish the company’s strategic goals. Works closely with the
CFO to prepare annual budgets, complete competitive analysis, and risk assessment of business
strategies. Works with human resources regarding hiring practices, payroll, and benefit
disbursement. Oversees quality control throughout Chester Grows, establishing goals for each
department in partnership with directors and managers.

Executive Director, Business Development - Serves at the will of the CEO and Board of
Directors. Serves to improve the company’s market position and achieve financial growth.
Works with the CEO to define the long-term corporate strategic goals, builds key customer
relationships, identifies business opportunities including license acquisition and strategy,
negotiates and closes business deals, and maintains extensive knowledge of current market
conditions. Identifies opportunities for strategic acquisitions, joint ventures, and market
partnerships. Works with an internal team, marketing staff, and other managers to increase sales
opportunities and thereby maximize revenue for Chester Grows. Manages existing customers and
assures maintained satisfaction with Chester Grows. Finds new customers and converts them to clients.

**Executive Director, Strategy and Government Relations** - Serves at the will of the Chief Executive Officer. Manages all community interaction and government interaction. Assures that Chester Grows maintains compliance with all state and local regulations. Leads any efforts to develop and deploy issue-based policy changes to existing regulations and laws.

**Executive Director, Operations** - Serves at the will of the CEO and Board of Directors. Ensures that the company's everyday activities run smoothly, that production goals are set and met, and that quality is maintained in accordance with Chester Grows standards. Sets parameters to judge how efficiently and effectively the organization is operating. Reviews and evaluates business procedures inside throughout Chester Grows.

**Chief Financial Officer** - Serves at will of the Chief Executive Officer and the Board of Directors. Responsible for managing the financial integrity of Chester Grows, financial planning, record-keeping, data analysis, and all financial reporting. Manages a staff to assure that financial obligations are satisfied and financial receivables are collected. Assists the Executive Director, Operations in creating budgets, cost-benefit analysis, forecasting needs, and securing new funding.

**Director of Sales** - Serves at the will of the Exec Director of Business Development and Chief Executive Officer. Manages the sales team activities and programs of Chester Grows. Responsible for attaining monthly and annual sales targets, building up distribution channels, establishing strategic business relationships, providing strategic sales plans for implementation, and controlling selling costs.

**Director of Marketing** - Serves at the will of the Exec Director of Business Development and Chief Executive Officer. Develops and manage marketing efforts and strategies. Identifies strategic market segments for sales targeting to accomplish the company’s overall financial goals. Develops promotion strategies for Chester Grows products. Estimates the existing demand
for Chester Grows products and discovering new market segments interested in purchasing products. Supports the CEO, CFO, and Director of Sales in price setting. Monitors sales trends and identify new product opportunities.

**Garden Director** - Serves at the will of the Chief Executive Officer and the Executive Director, Operations. Oversees and manages the day-to-day operations of the garden. Directs production and quality control. Manages Garden Managers and motivates Gardener teams to meet stated operational missions. Essential functions include:

1. Assess and impact plant health vitality.
2. Set weekly work plans for the garden.
3. Order materials and equipment needed for all job functions.
4. Monitor inventory levels to assure product availability based on demand.
5. Oversee crews to ensure quality work is performed in a safe and efficient manner. Monitor and give feedback to crews on a daily basis. Recommend accommodations and disciplinary actions - including monthly and quarterly success bonus eligibility.
6. Trains staff as needed to maintain a healthy garden and properly maintained systems.
7. Maintain cultivation records, chemical use forms, and other required reports.
8. Monitor daily, weekly, and monthly budgets.

**Garden Managers** - Serves at the will of the Garden Director, the Executive Director, Operations, and Chief Executive Officer. Manages the day-to-day operations of their assigned area of the garden to assure healthy growth of plants. Manages production and quality control within their area. Manages Gardeners and motivates team to meet stated operational missions.

**Production Managers** - Serves at the will of the Garden Director, the Executive Director, Operations, and Chief Executive Officer. Manages the day-to-day operations of all extraction, processing, and quality control within the production department. Manages Gardeners and motivates team to meet stated operational missions.
Administrative Assistant - Manage the office, supervise staff, and handle duties for upper management. Multi-tasks while maintaining complex schedules and managing administrative support. Serves as the point of contact for all human resource issues.

Gardeners - Serves at the will of Garden Managers, the Garden Director, and the Chief Executive Officer. Works as part of a team to promote and maintain quality plant growth within the garden. Maintains systems in good working order as trained. Assists management where needed.

Junior Gardeners - Serves at the will of Garden Managers, the Garden Director, and the Chief Executive Officer. Works to complete Gardener training as directed by the Garden Manager and/or training Gardeners.

Production Staff - Serves at the will of Production Managers, the Garden Director, and the Chief Executive Officer. Works as part of a team to promote and maintain quality production of medical marijuana extracts and medical marijuana products. Maintains systems in good working order as trained. Assists management where needed.

Facility Director - The Facility Director’s role is to ensure successful operations by foreseeing and preventing issues that hurt the safety or otherwise interrupt execution of operations subject to regulations and Standard Operating Procedures. When an unforeseeable or unpreventable issue arises, it is the Facility Director’s responsibility to safely and effectively mitigate the issue to allow the company to continue normal operations as much as possible.

Property Manager
It is the responsibility of the property manager to attend to all matters concerning the property. The property manager works with the facility director as necessary to attend to concerns of the physical plant. It is also the role of the property manager to attend to administrative property concerns.
**Director of Security** - The Director of Security works to keep the facility and everything produced at the facility safe and secure. This responsibility requires the Director of Security to be involved in any sphere of the business.

**Director of Transportation** - The Director of Transportation is responsible to oversee our transportation, either of an internal team or third party contractor, and collaborate with dispensaries to ensure safe and successful transport of medical marijuana products from the grower/processor to the dispensary. It is the Director of Transportation’s role to evaluate SOPs and practices to ensure the best possible outcomes for the patients and the company.

**Director of Community Relations** - The role of the Director of Community Relations is to guide the company in its work as an active and benevolent citizen of the Community. This includes engaging the company in an open dialogue with the community, and being proactive and reactive to issues in the community.

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

**CEO**

**President** - Corey Barnette
Executive Director, Business Development and Strategy – To Be Hired.

Executive Director, Strategy and Government Relations -
Brett Averick, CFO

Mike Parker, Director of Sales

Jenny Lightman, General Counsel

Mark Getachew, Senior Counsel

Joe Iacanno, Facility Director

Amy Kothari, Director of Security

Anastasia Bottos, Director of Transportation
C. PLEASE DESCRIBE THE STEPS THE APPLICANT WILL TAKE TO ASSURE THAT EACH PRINCIPAL AND EMPLOYEE WILL MEET THE TWO-HOUR TRAINING REQUIREMENT UNDER THE ACT AND REGULATIONS.

1) In compliance with §1141.48(a) and §1141.48(a)(1), each principal of Pennsylvania Grown Medicine LLC, (DBA Chester Grows) shall complete a two-hour training course developed by the Department prior to the initial operations of the facility. The CEO shall track the Department’s development of a training course that fulfills the requirements of §1141.48(b) and, upon being awarded an initial permit, schedule a time for each of the Chester Grows principals to complete the Department’s training course. Each principal’s attendance records for the Department’s training course shall be retained for at least five years and made available to the Department and its authorized employees upon request, in compliance with §1141.48(c).

2) Per §1141.48(a)(2), employees of Chester Grows who physically handle medical marijuana, including any individual who is hired for a wage, salary, fee, or payment to
perform work for Chester Grows, shall complete the Department-developed training course within the 90-day after starting work at the facility. The Administrative Assistant is responsible for ensuring that each employee completes the two-hour training course developed by the Department during their first 90 days of employment. Each employee’s attendance records for the Department’s training course shall be retained for at least five years and made available to the Department and its authorized employees upon request, in compliance with §1141.48(c).

3) In the event that the Department determines that Chester Grows should conduct the training course developed by the Department, Chester Grows shall develop a training course that includes the following topics, in compliance with §1141.48(b):
   - The provisions of Pennsylvania’s law and rules governing the medical marijuana program relevant to the responsibilities of principals and employees of grower/processors, per §1141.48(b)(1);
   - Proper handling of medical marijuana, per §1141.48(b)(2);
   - Proper recordkeeping, per §1141.48(b)(3);
   - How to prevent and detect the diversion of medical marijuana, per §1141.48(b)(4);
   - Best practice security procedures, per §1141.48(b)(5); and
   - Best practice safety procedures, per §1141.48(b)(6), including responding to the following:
     - A medical emergency. (§1141.48(b)(6)(i));
     - A fire. (§1141.48(b)(6)(ii));
     - A chemical spill. (§1141.48(b)(6)(iii)); and
     - A threatening event, per §1141.48(b)(6)(iv), including:
       - An armed robbery. (§1141.48(b)(6)(iv)(A)).
       - A burglary. (§1141.48(b)(6)(iv)(B)).
       - A criminal incident. (§1141.48(b)(6)(iv)(C)).

The Department’s training course shall not take the place of Company training. The Chester Grows Training Manual will provide a basis for internal employee training.
3. In the event that the Department determines that Chester Grows should conduct the training course developed by the Department, Chester Grows shall conduct a training course that includes the following topics, in compliance with §1141.48(b): the provisions of Pennsylvania’s law and rules governing the medical marijuana program relevant to the responsibilities of principals and employees of grower/processors, per §1141.48(b)(1); proper handling of medical marijuana, per §1141.48(b)(2); proper recordkeeping, per §1141.48(b)(3); how to prevent and detect the diversion of medical marijuana, per §1141.48(b)(4); best practice security procedures, per §1141.48(b)(5); and best practice safety procedures, per §1141.48(b)(6). The Department’s training course shall not take the place of internal training. The Chester Grows Training Manual will provide a basis for internal employee training.

4. 

5. 

6. 

7. 

8. 

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

Section 10 – Security and Surveillance

A grower/processor facility 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 seeds, immature medical marijuana plants, medical marijuana plants, medical marijuana and 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

**A. Transportation**

<table>
<thead>
<tr>
<th><strong>Yes</strong></th>
<th><strong>No</strong></th>
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</thead>
<tbody>
<tr>
<td>By checking “Yes,” you affirm that any delivery of medical marijuana to any other medical marijuana grower/processor facility, dispensary, or approved laboratory within the Commonwealth will adhere to the following:</td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
</tr>
<tr>
<td>- Medical marijuana will only be delivered between 7 a.m. and 9 p.m.</td>
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<tr>
<td>- Medical marijuana will not be transported to any location outside of this Commonwealth.</td>
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<tr>
<td>- A global positioning system will be used to ensure safe, efficient delivery of the medical marijuana to a medical marijuana organization or approved laboratory.</td>
<td></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>
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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>
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<tr>
<td>- Each delivery team member shall have access to a secure form of communication with the grower/processor, such as a cellular telephone, at all times that the vehicle contains medical marijuana.</td>
<td></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>
<td></td>
</tr>
<tr>
<td>- Each delivery team member shall have a valid driver’s license.</td>
<td></td>
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<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>
<td></td>
</tr>
<tr>
<td>- Medical marijuana stored inside the transport vehicle may not be visible from the outside of the transport vehicle.</td>
<td></td>
</tr>
<tr>
<td>- A delivery team shall proceed in a transport vehicle from the facility, where the medical marijuana is loaded, directly to the medical marijuana organization or</td>
<td></td>
</tr>
</tbody>
</table>

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**Pennsylvania Department of Health**  
**Medical Marijuana Grower/Processor Permit Application**
approved laboratory, where the medical marijuana is unloaded, without unnecessary delays. Notwithstanding the foregoing, a transport vehicle may make stops at multiple facilities or approved laboratories, as appropriate, to deliver medical marijuana.

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

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

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

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

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

### B. Transport Manifest

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

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

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

- 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 batch or 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 or approved laboratories, the transport manifest must correctly reflect the specific medical marijuana in transit; each recipient will also provide the grower/processor 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 (relating to packaging and labeling of medical marijuana). ☒ ☐

• Separate copies of the transport manifest will be provided to each recipient receiving the medical marijuana described in the transport manifest. To maintain confidentiality, a grower/processor 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:**

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

**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**
### Section 12 – Storage of Medical Marijuana

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

**PLEASE PROVIDE AN EXPLANATION OF ANY RESPONSES ABOVE THAT WERE ANSWERED AS A “NO” AND HOW YOU WILL MEET THESE REQUIREMENTS BY THE TIME THE DEPARTMENT DETERMINES YOU TO BE OPERATIONAL UNDER THE ACT AND REGULATIONS:**
Pennsylvania Department of Health
Medical Marijuana Grower/Processor Permit Application

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

B. PLEASE DESCRIBE YOUR PLANS REGARDING THE STORAGE OF MEDICAL MARIJUANA WITHIN YOUR FACILITY:

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

DOH REDACTED

DOH REDACTED

DOH REDACTED

DOH REDACTED
Section 13 – Packaging and Labeling of Medical Marijuana

<table>
<thead>
<tr>
<th>A. Packaging Requirements</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that you will implement a quality control process to ensure that the packaging meets all of the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Each form of medical marijuana prepared for sale will be packaged and labeled at its facility. The original seal of a package may not be broken, except for quality control testing at an approved laboratory, for adverse loss investigations conducted by the Department, or by a dispensary that purchased the medical marijuana.</td>
<td>❌</td>
<td></td>
</tr>
<tr>
<td>• Medical marijuana will be in a package that minimizes exposure to oxygen.</td>
<td>❌</td>
<td></td>
</tr>
<tr>
<td>The packaged medical marijuana will be all of the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Child-resistant</td>
<td>❌</td>
<td></td>
</tr>
</tbody>
</table>
Section 13 – Packaging and Labeling of Medical Marijuana

A. Packaging Requirements

By checking “Yes” to any statement, you affirm that you will implement a quality control process to ensure that the packaging meets all 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.

- Each form of medical marijuana prepared for sale will be packaged and labeled at its facility. The original seal of a package may not be broken, except for quality control testing at an approved laboratory, for adverse loss investigations conducted by the Department, or by a dispensary that purchased the medical marijuana.

- Medical marijuana will be in a package that minimizes exposure to oxygen.

The packaged medical marijuana will be all of the following:

- Child-resistant
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- Tamper-proof or tamper-evident
- Light-resistant and opaque
- Resealable

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:

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

**B. Labeling Requirements**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that the applicant will implement a quality control process to ensure that the label does not bear any of the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead an individual to believe that the product has been endorsed, manufactured, or approved for use by any State, county or municipality or any agency thereof.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Each process lot of medical marijuana will be identified with a unique identifier.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Prior written approval of the Department will be obtained regarding the content of any label to be affixed to a medical marijuana package.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>By checking “Yes,” you affirm that each label will:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requirement</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Be easily readable.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Be made of weather-resistant and tamper-resistant materials.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Be conspicuously placed on the package.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Include the name, address and permit number of the grower/processor.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>List the form, quantity and weight of medical marijuana included in the package.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>List the amount of individual doses contained within the package and the species and percentage of THC and CBD.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Contain an identifier that is unique to a particular harvest batch of medical marijuana, including the number assigned to each harvest lot or process lot in the harvest batch.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Include the date the medical marijuana was packaged.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>State the employee identification number of the employee preparing the package and packaging the medical marijuana.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>State the employee identification number of the employee shipping the package, if different than the employee preparing the package and packaging the medical marijuana.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Contain the name and address of the dispensary to which the package is to be sold.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>List the date of expiration of the medical marijuana.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Include instructions for proper storage of the medical marijuana in the package.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Contain a warning that the medical marijuana must be kept in the original container in which it was dispensed.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Contain a warning that unauthorized use is unlawful and will subject the purchaser to criminal penalties.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Contain the following warning stating:</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>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.</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>
C. PLEASE DESCRIBE YOUR PROCESS FOR CREATING AND MONITORING THE LABELING USED FOR MEDICAL MARIJUANA PRODUCTS:

The Principals’ combination of experience in the marijuana, food, medical, and pharmaceutical testing industries provides Pennsylvania Grown Medicine, LLC/DBA Chester Grows (hereafter, “Chester Grows”) with a solid basis for producing medical marijuana products that adhere to specific packaging and labeling requirements. As founding partner of [Redacted] has developed a responsible branding campaign for [Redacted] with an emphasis on consistency and clarity in labeling, a skill he gained as the previous marketer for [Redacted]. Likewise, Executive Director [Redacted] and shape Chester Grows’ product offerings with a focus on precise dosage and how it is communicated through labeling.

As the operators of [Redacted], the Principals go to great lengths to make sure that packaging, labeling, and handling of medical marijuana products is done in a way that promotes their company’s quality standards, preserves the integrity of the product, and protects public safety by protecting the product from outside contaminants. These ethics will be carried over to Chester Grows’ operations in Pennsylvania. In compliance with 28 Pa. Code §1151.34(a), Chester Grows shall package and label at its facility each form of medical marijuana prepared for sale. The original seal of a package may not be broken, except for quality control testing at an approved laboratory, for adverse loss investigations conducted by the Department, or by a dispensary that purchased the medical marijuana.

LABELING MATERIALS
Chester Grows will establish specifications for labeling materials used for each medical marijuana product. Specifications for all medical marijuana labeling materials include:

- Chester Grows shall obtain the prior written approval of the Department of the content of any label to be affixed to a medical marijuana package, in compliance with §1151.34(d);
- Labels must be easily readable and conspicuously placed on packages, in compliance with §1151.34(d)(1) and §1151.34(d)(3);
- Labels placed on retail packages must leave a space for a licensed dispensary to attach a personalized label for a qualifying patient;
- Labeling materials and designs will match the style of pharmaceutical or dietary supplement products as closely as possible;
• Labels shall be waterproof, tamper-evident, and feature water resistant ink to prevent deterioration in the event that the package comes into contact with humid environments or water, in compliance with §1151.34(d)(2);
• All information printed on labels will be in English, in letters at least one-sixteenth of an inch tall;
• Per §1151.34(e), labeling materials must not bear:
  o Any resemblance to the trademarked, characteristic, or product-specialized packaging of any commercially available food or beverage product, in compliance with §1151.34(e)(1);
  o Any statement, artwork, or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana, in compliance with §1151.34(e)(2);
  o 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, in compliance with §1151.34(e)(3); nor
  o Any cartoon, color scheme, image, graphic, or feature that might make the package attractive to children, in compliance with §1151.34(e)(4); and
• Labels will contain the following information:
  o Per §1151.34(d)(4), Chester Grows’ name, address, permit number, and telephone number for reporting a complaint or adverse event;
  o The name and address of the dispensary to which the package is to be sold; per §1151.34(d)(11);
  o Product name and process lot number. Per §1151.34(c), each process lot of shall be identified with medical marijuana with a unique identifier;
  o The form, quantity and weight of medical marijuana included in the package, per §1151.34(d)(5);
  o The amount of individual doses contained within the package and the species and percentage of THC and CBD, per §1151.34(d)(6);
  o The concentration of the following cannabinoids, at a minimum, per §1151.29(a):
    ▪ Tetrahydrocannabinol (THC).
    ▪ Tetrahydrocannabinol acid (THCA).
    ▪ Tetrahydrocannabivarin (THCV).
    ▪ Cannabidiol (CBD).
    ▪ Cannabinadiolic acid (CBDGA).
    ▪ Cannabidiarine (CBDV).
    ▪ Cannabinol (CBN).
    ▪ Cannabigerol (CBG).
    ▪ Cannabichromene (CBC).
    ▪ Any other cannabinoid component at > 0.1%.
  o An identifier that is unique to a particular harvest batch of medical marijuana, including the number assigned to each harvest lot or process lot in the harvest batch, in compliance with §1151.34(d)(7);
  o The packaging date, per §1151.34(d)(8);
  o The employee identification number of the employee preparing the package and packaging the medical marijuana, per §1151.34(d)(9);
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- The employee identification number of the employee shipping the package, if different than the employee preparing the package and packaging the medical marijuana, per §1151.34(d)(10);
- The product’s expiration date, per §1151.34(d)(12).* Products capable of supporting the rapid and progressive growth of infectious, toxigenic, or spoilage microorganisms must bear a "use by" date and/or a "freeze by" date;
- Instructions for use and storage, per §1151.34(d)(13);
- Patients for whom the product is recommended, as appropriate;
- Any patients for whom the product is contraindicated, as appropriate;
- Major food allergens identified by the Food Allergen Labeling and Consumer Protection Act (FALCPA) of 2004;
- State Poison Control Center emergency telephone number; and
- The following warnings, per §1151.34(d)(14) – (16):
  - "Medical marijuana must be kept in the original container in which it was dispensed."
  - "Unauthorized use of medical marijuana is unlawful and will subject the purchaser to criminal penalties."
  - "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;" and
  - "Keep out of reach of children."

*An approved laboratory shall perform stability testing on a sample collected from each harvest batch and harvest lot at six month intervals for one year to ensure product potency and purity and provide support for expiration dating, in compliance with §1171.26(b).

Medical Marijuana Products for Ingestion
Medical marijuana products for ingestion will be labeled to discourage both accidental consumption and overconsumption through the use of images, warnings, and stylistic choices that convey medical marijuana as the product’s primary ingredient and do not mimic food products. Packaging and labeling will be designed to aid a patient in administering the proper dosage of THC, CBD, and/or other cannabinoids. As recommended by the American Herbal Products Association (AHPA), all ingestible medical marijuana products will be labeled with a "Product Facts" box listing the contents and nutrient information, including:

- Medical marijuana ingredient(s);
- Cannabinoid and/or terpenoid content;
- Total calories and fat calories (when greater than 5 calories per serving);
- Total fat, saturated fat, and trans fat (when greater than 0.5 g per serving);
- Cholesterol (when greater than 2 mg per serving);
- Sodium (when greater than 5 mg per serving);
- Total carbohydrates (when greater than 1 g per serving);
- Dietary fiber (when greater than 1 g per serving);
- Sugars (when greater than 1 g per serving);
- Protein (when greater than 1 g per serving); and
- Vitamin A, vitamin C, calcium, and iron (when present at greater than 2% of the recommended daily intake).
Medical Marijuana Product Shipments

When shipping product to an approved laboratory or a registered medical marijuana organization, Chester Grows will label all packages in the shipment so as to clearly communicate the following, including but not limited to:

- Date and time of sealing of the package for shipment;
- Name and signature of the receiver or the receiver’s agent;
- The name and address of the shipping permittee;
- The name and address of the receiving permittee;
- The content name of items in the package;
- The quantity/weight of the items within the package;
- Expiration date, if applicable;
- The cannabinoid profile of the medical marijuana products therein, if known;
- The name and contact information of the receiver and Chester Grows;
- Batch identification or tracking identification numbers of items inside;
- Any needed warning and health disclosures; and
- Other needed handling instructions to preserve the integrity of the product and protect the public safety.

Prior to any shipping in accordance with Chester Grows’ procedures, products are vacuum-sealed in food safe wrapping on to which labels containing the above listed information are affixed. Chester Grows uses vacuum-sealed wrapping both to prevent airborne contaminants from coming into contact with the contents of the package and to significantly increase the difficulty for opening. Once sealed, product is visually inspected for fault, labeling, and puncture.

QUALITY CONTROL PROTOCOLS

The completed batch record for each packaged and/or labeled batch must be reviewed and signed by quality control personnel to determine compliance with all applicable specifications. Representative and reserve samples will be collected from each batch of packaged and/or labeled medical marijuana products as part of finishing operations. Packaged or labeled products which fails to meet its packaging or labeling specifications or other packaging requirements must be rejected, unless quality control personnel approve repackaging, relabeling, or other deviation that will ensure the product will meet all packaging and labeling specifications and other packaging requirements and will not be otherwise contaminated or adulterated. Any such repackaging, relabeling, or other deviation must be documented, justified, and approved by quality control personnel.

Materials Clearance

Quality assurance personnel will receive, identify, withhold, inspect, approve, reject, label, and store the materials, equipment, and tools used in packaging and labeling operations. Each shipment of packaging and labeling materials received at the facility will be checked against the supplier’s shipping manifest to ensure the shipment meets the order. The material will be assigned a distinctive code in the electronic tracking system that will record the history and disposition of the item or group of items, allowing the item(s) to be traced back to the supplier. This code will also be recorded in the batch or lot record for the medical marijuana that is placed within, labeled with, or otherwise associated with the packaging or labeling materials. During inspection, quality assurance personnel will examine each item or group of items to ensure they are correctly identified, are free of damage or contamination, and meet Chester Grows’ specifications for packaging and labeling materials. Each
item or group of items will be withheld from use until inspected and approved or rejected by quality assurance personnel. If the materials do not meet specifications, are damaged or contaminated, or are incorrectly identified, they will be rejected. If an alternative treatment or use is confirmed as compliant with Chester Grows’ current specifications, the materials may be approved. Materials that meet specifications, are free of damage and contamination, and are correctly identified will be approved, labeled, and stored.

PACKAGING AND LABELING EQUIPMENT AND TOOLS
Equipment used in packaging and labeling will be of a size and quality to adequately perform its intended function. Tools that come into contact with medical marijuana will be made from a material that is not reactive or absorptive and will not adversely affect the purity, safety, or quality of medical marijuana products. Equipment and tools may include, without limitation:

**Measurement Devices**
Chester Grows shall develop and follow a written process to maintain the operation of scales, balances or other measurement devices used in packaging procedures and shall provide a copy of the written process to the Department upon request, in compliance with §1151.32(a). The process shall include routine calibration and inspections to ensure accuracy, per §1151.32(b)(1), and procedures for maintaining and accurate log of the maintenance, cleaning, and calibration of each scales, balances, or other measurement devices, per §1151.32(b)(2). All scales will be sealed onsite and regularly serviced by a registered service employee. Chester Grows will maintain onsite at least one NTEP Class III scale with a division size of 1.0 gram or less for weighing medical marijuana in excess of five pounds. Chester Grows will maintain onsite at least one NTEP Class II scale with 0.1 gram divisions, or less, for weighing medical marijuana and product components in amounts less than five pounds.

**PACKAGING AND LABELING PROTOCOLS**
Chester Grows will prepare and follow a specific written standard operating procedure (SOP) for packaging and labeling each medical marijuana product offered for sale or distribution. Packaging and labeling protocols will be written to ensure that the package contains 100 percent of the amount of product specified on the product label, that product specifications are consistently met, and that the correct packaging and labeling components are used for each product. Each protocol will:
Procedures included here are select processes meant to demonstrate Chester Grows’ ability to safely package and label medical marijuana as a result of many years standardizing its operations methods and procedures. If awarded an initial permit, Chester Grows shall present to the Department its full and complete plan of operation for the Department to review that fulfills the requirements of §1151.22(a).

**Stocking, Restocking, Labeling, and Controlling Inventory**
The following steps summarize the controlling and labeling of product when adding newly finished medical marijuana products or repackaging products to be sold.
Packaging and Labeling Batch Records
Chester Grows will prepare a packaging and/or labeling batch record for each lot of medical marijuana product packaged. When possible, the packaging and labeling batch record shall be combined with the lot record. All data in the packaging and/or labeling batch record will be recorded in the electronic tracking system at the time it is performed. The packaging and/or labeling batch record shall include:

DOH REDACTED
Storage and Reconciliation
Labeling for medical marijuana and medical marijuana products shall be stored in [REDACTED]. Chester Grows will track the use of all labeling materials to prevent misuse and diversion. Care must be taken when returning labeling to storage to ensure proper identification. All excess labeling bearing a product or packaging batch number will be destroyed.

Employees will reconcile the quantities of labeling materials issued, used, and returned to storage after each packaging and/or labeling order has been completed. Narrow limits for the labeling reconciliation will be established for the amount of allowed variation, based where possible on historical operating data. When a labeling reconciliation falls outside the allowed limits, quality control personnel will conduct an investigation of the batch and determine, to the extent possible, the source of the discrepancy. The deviation must be documented, explained, and approved by quality control personnel. Labeling reconciliation is waived for cut or roll labels if a 100-percent examination for correct labels is performed, either manually or by appropriate electronic equipment during or after completion of labeling operations.

COMPLIANCE STATEMENTS
This section fulfills the following statutory requirements:

<table>
<thead>
<tr>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>28 Pa. Code §1151.22(a)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.29(a)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.32(a)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.32(b)(1)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.32(b)(2)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.34(a)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.34(c)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.34(d)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.34(d)(1)</td>
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<tr>
<td>28 Pa. Code §1151.34(d)(2)</td>
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<tr>
<td>28 Pa. Code §1151.34(d)(3)</td>
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<tr>
<td>28 Pa. Code §1151.34(d)(4)</td>
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<tr>
<td>28 Pa. Code §1151.34(d)(5)</td>
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<tr>
<td>28 Pa. Code §1151.34(d)(6)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.34(d)(7)</td>
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</tbody>
</table>
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<table>
<thead>
<tr>
<th>28 Pa. Code §1151.34(d)(8)</th>
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</thead>
<tbody>
<tr>
<td>28 Pa. Code §1151.34(d)(9)</td>
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<tr>
<td>28 Pa. Code §1151.34(d)(10)</td>
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<tr>
<td>28 Pa. Code §1151.34(d)(11)</td>
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<td>28 Pa. Code §1151.34(d)(12)</td>
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<tr>
<td>28 Pa. Code §1151.34(d)(13)</td>
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<td>28 Pa. Code §1151.34(d)(14)</td>
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<td>28 Pa. Code §1151.34(d)(15)</td>
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<tr>
<td>28 Pa. Code §1151.34(d)(16)</td>
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<tr>
<td>28 Pa. Code §1151.34(e)</td>
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<tr>
<td>28 Pa. Code §1151.34(e)(1)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.34(e)(2)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.34(e)(3)</td>
</tr>
<tr>
<td>28 Pa. Code §1151.34(e)(4)</td>
</tr>
<tr>
<td>28 Pa. Code §1171.26(b)</td>
</tr>
</tbody>
</table>

### 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).

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

You acknowledge that an electronic tracking system that is approved by the Department will be deployed to log, verify, and monitor the receipt, use and sale of seeds, immature medical marijuana plants or medical marijuana plants, the funds received by a grower/processor for the sale of medical marijuana to another medical marijuana organization, the disposal of medical marijuana waste and the recall of defective medical marijuana.

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

#### B. Inventory Management

By checking “Yes” to any statement, you affirm that your grower/processor facility will maintain an accounting of, and an identifying number for, the following inventory data in the electronic tracking system prescribed by the Department:

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.
Section 15 – Management and Disposal of Medical Marijuana Waste

A. Medical Marijuana Waste

By checking “Yes,” you affirm that medical marijuana waste will be stored, managed, and disposed of in accordance with § 1151.40 (relating to management and disposal of medical marijuana waste).

Yes No

B. Please detail your plan for the management and disposal of medical marijuana waste, in accordance with §§ 1151.22 (relating to plans of operation) and 1151.40 (relating to management and disposal of medical marijuana waste):

DOH REDACTED

DOH REDACTED

DOH REDACTED
## Section 16 – Diversion Prevention

<table>
<thead>
<tr>
<th>A. Diversion Prevention</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>You acknowledge that you have the opportunity, only within 30 days from the date the</td>
<td>✗</td>
<td>□</td>
</tr>
<tr>
<td>Department determines you to be operational, to import medical marijuana seeds and immature medical marijuana plants.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 16 – Diversion Prevention

A. Diversion Prevention

You acknowledge that you have the opportunity, only within 30 days from the date the Department determines you to be operational, to import medical marijuana seeds and immature medical marijuana plants.
B. PLEASE PROVIDE A SUMMARY OF THE PROCEDURES THAT YOU WILL IMPLEMENT AT THE PROPOSED GROWER/PROCESSOR FACILITY AND SITE FOR THE PREVENTION OF THE UNLAWFUL DIVERSION OF SEEDS, IMMATURE MEDICAL MARIJUANA PLANTS, MEDICAL MARIJUANA PLANTS, MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, ALONG WITH THE PROCESS THAT WILL BE FOLLOWED WHEN EVIDENCE OF THEFT/DIVERSION IS IDENTIFIED:

DOH REDACTED

DOH REDACTED

DOH REDACTED
Section 17 – Growing Practice

### A. Growing of Medical Marijuana

<table>
<thead>
<tr>
<th>Statement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that your facility will maintain the following practices for the growing of medical marijuana:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In accordance with § 1151.27 (requirements for growing and processing medical marijuana), only pesticides, fungicides or herbicides that are listed and published in the Pennsylvania Bulletin will be used.</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>A log of all actions taken to detect pests or pathogens, and the measures taken for control, will be maintained.</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Visual inspections of growing plants and harvested plant material will be performed to ensure there is no visible mold, mildew, pests, rot or grey or black plant material that is greater than an acceptable level as determined by the Department.</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>A system to monitor, record, and regulate temperature, humidity, ventilation, lighting and water supply will be installed.</td>
<td>✔️</td>
<td></td>
</tr>
</tbody>
</table>
### Section 17 – Growing Practice

#### A. Growing of Medical Marijuana

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>In accordance with § 1151.27 (requirements for growing and processing medical marijuana), only pesticides, fungicides or herbicides that are listed and published in the <em>Pennsylvania Bulletin</em> will be used.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>A log of all actions taken to detect pests or pathogens, and the measures taken for control, will be maintained.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Visual inspections of growing plants and harvested plant material will be performed to ensure there is no visible mold, mildew, pests, rot or grey or black plant material that is greater than an acceptable level as determined by the Department.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>A system to monitor, record, and regulate temperature, humidity, ventilation, lighting and water supply will be installed.</td>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>
PLEASE PROVIDE AN EXPLANATION OF ANY RESPONSES ABOVE THAT WERE ANSWERED AS A "NO" AND HOW YOU WILL MEET THESE REQUIREMENTS BY THE TIME THE DEPARTMENT DETERMINES YOU TO BE OPERATIONAL UNDER THE ACT AND REGULATIONS:

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

B. PLEASE PROVIDE A SUMMARY OF WHICH PESTICIDES, IF ANY, WILL BE USED IN THE GROWING PROCESS:

The Principals of Pennsylvania Grown Medicine, LLC/DBA Chester Grows (hereafter, “Chester Grows”) have cultivation experience stemming back to 2004, [redacted]. This experience has taught us that contaminant-free and chemical-free medical marijuana is the most important aspect of medical marijuana cultivation. Chester Grows is committed to organic pest management, and will never use non-organic garden material or chemicals to control pests and plant diseases, nor toxic chemicals designed to kill insects or disease-causing organisms. As a Certified Health Practitioner, [redacted], has refined proprietary perpetual cultivation methodology to maximize safety and quality, and will extend her expertise to Chester Grows’ operations in Pennsylvania.
Litter and waste shall be disposed of regularly to prevent infestation, in compliance with §1151.33(a)(5).

The best defense against pests and diseases is a healthy plant. Plants grown outdoors are relatively less vulnerable to pests because nature provides them with the optimum balance of environmental conditions such as light, CO₂, humidity, air circulation, and temperature. To maintain healthy plants indoors, all of these environmental conditions must be mimicked artificially. In compliance with §1151.27(j), Chester Grows shall install and maintain a system to monitor, record, and regulate environmental conditions, including temperature, humidity, ventilation, lighting, and water supply.

**Physical and Mechanical Controls**

**Quarantine**

If a plant shows signs of a microbial contaminant, it may be placed temporarily in the cultivation quarantine room under UV-C lights, which will eliminate mold, bacteria, yeasts, viruses, and other microbial contaminants. If a plant showing signs of microbial contamination or pest infestation does not recover within one week, the plant shall be destroyed. The electronic tracking system shall keep a perpetually updated record of the number of infested or otherwise contaminated immature medical marijuana plants and medical marijuana plants awaiting disposal, in compliance with §1151.30(a)(5).

In compliance with §1151.44, in the event that Chester Grows fails to eradicate a plant pest found at the facility, Chester Grows shall comply with all Department and Department of Agriculture treatment and quarantine orders, including:

- An order to eradicate any immature medical marijuana plants or medical marijuana plants that may carry or harbor the plant pest, in compliance with §1151.44(a);
- A quarantine to prevent the dissemination of plant pests within this Commonwealth or to prevent or delay the introduction of a plant pest into this Commonwealth from any country, state, or territory, in compliance with §1151.44(b);
• If a plant pest has the potential to cause serious damage to other grower/processors or to agriculture in general, the geographic area in which the plant pest was found and any adjacent areas as the Department of Agriculture deems necessary may be quarantined, in compliance with §1151.44(b)(1);
• Conditions and restrictions determined by the Department of Agriculture to be necessary to prevent or reduce the movement of the plant pest from the quarantined area in compliance with §1151.44(b)(2); and
• Quarantine orders regulating the planting, growing, or harvesting of any immature medical marijuana plants or medical marijuana plants that serve as a host or reservoir for the plant pest within the quarantined area and may include prohibiting the processing of a specific batch of medical marijuana within a specific geographic area or during a specified time period, including the treatment or destruction of an immature medical marijuana plant or medical marijuana plant suspected of harboring the plant pest, in compliance with §1151.44(b)(3).

Biological Controls

Chemical Controls

Only the pesticide active ingredients, fungicides, or herbicides that are approved by the Department of Agriculture for use on medical marijuana plants and listed in Appendix A to §1151, adopted here as a reference, may be applied to medical marijuana plants or cultivation areas, in compliance with §1151.27(a) and §1151.43(e). Pesticides, fungicides, or herbicides shall be used in a manner that is approved by the Department of Agriculture on the basis of federal law and regulations, in compliance with §1151.27(b). Per §1151.43(a), pesticide use shall be in accordance with the Pennsylvania Pesticide Control Act of 1973 (3 P.S. §§ 111.21—112) (Pesticide Control Act) and §1151.

Pest Control Products
Per §1151.43(f), a pesticide includes any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating a pest and a substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant. With the Department’s approval, Gardeners shall apply preventative and intervention pesticide applications as needed during the vegetative cycle. Chester
Grows may use any of the following products to prevent and eliminate pests and pathogens in cultivation areas:
PESTICIDE SAFETY

Post-Harvest Testing
If a batch or portion of a batch has been treated with a pesticide during its growth cycle, the affected plants will be tested by a third party to ensure that any residual chemical from the treatment has been sufficiently flushed from the flowers of the plant, as determined by levels under the threshold for pesticides in company specifications and applicable state laws and regulations.

Employee Safety
Employees shall be trained in to handle pesticides in accordance with applicable federal, state, and local laws and regulations. All pesticides will be mixed according to the manufacturer’s directions, using the lowest concentration recommended and never exceeding the maximum concentration recommended by the manufacturer. No employees or visitors will enter a cultivation area while a fumigant application is in progress or during the period following a fumigant application. The employee responsible for the application will ensure that cultivation areas are closed during and after application and that other employees are aware that fumigation is in progress. Employees will wear the appropriate Personal Protective Equipment (PPE) while working with synthetic pesticides, including gloves, mask, and/or protective eyewear, depending on the manufacturer’s recommendation. During pre-employment safety training, employees will be in trained in the provisions of 3 P.S. § 111.28, including the following:

- No person shall detach, alter, deface, or destroy, wholly or in part any label or labeling of a pesticide, rodenticide, insecticide, or fumigant used in the facility, in compliance with 3 P.S. § 111.28(c);
- No person shall add any substance to, or take any substance from, a pesticide in a manner that may be reasonably expected to defeat the purpose of 3 P.S. § 111.28, in compliance with 3 P.S. § 111.28(d);
- No person shall use, or cause to be used, any pesticide inconsistent with its labeling or to the regulations of the secretary of the Department of Agriculture if such differ from, or further restrict, the labeling of the pesticide, in compliance with 3 P.S. § 111.28(e);
- No person shall handle, transport, store, display, or distribute pesticides in such manner as to endanger man or his environment or endanger food, feed, or any other products that may be transported, stored, displayed, or distributed with such pesticides, in compliance with 3 P.S. § 111.28(g);
- No person shall dispose of, discard, or store any pesticide or pesticide containers in such a manner as to cause injury to humans, vegetation, crops, livestock, wildlife, or pollinating insects or pollute any water supply or waterway, in compliance with 3 P.S. § 111.28(h);
- No person shall operate pesticide application equipment or devices in a faulty, careless, or negligent manner, in compliance with 3 P.S. § 111.28(j);
- No person shall refuse or neglect to keep and maintain the records required by 3 P.S. § 111.28 or to make reports when and as required by state regulation, in compliance with 3 P.S. § 111.28(k);
- No person shall make false or fraudulent records, invoices, or reports concerning the manufacture, transportation, sales, storage, control, and application of pesticides, in compliance with 3 P.S. § 111.28(l);
• No person shall make any false or misleading statement during or after an inspection concerning any infestation or infection of pests found on the land inspected, in compliance with 3 P.S. § 111.28(q); and
• No individual shall purchase or attempt to purchase any pesticide classified for restricted use, unless such individual is a certified or permitted pesticide applicator, in compliance with 3 P.S. § 111.28(s).

Recordkeeping
Any pesticide or anti-pest treatment, including organic, chemical, and living organisms used to repel or destroy pests shall be recorded in the batch record as well as the individual plant record in the electronic tracking system, in compliance with §1151.43(c)(1). The record shall include the following information:

In compliance with §1151.43(c)(2), records of pesticide and fungicide applications shall be completed within 24 hours of the completion of the application and maintained for at least four years. A record shall be made immediately available to the Department or its authorized employees and medical personnel or first responders in an emergency. A record shall be made available to the Department of Agriculture upon request.

INTEGRATED PEST MANAGEMENT PROCEDURES
IPM procedures for each pest or pathogen will follow a four-tiered approach:
1. Identify pests and set action thresholds: IPM first identifies the most common pests and pathogens and sets a measurable threshold at which an intervention or control method must be employed. A single pest may not always require intervention, and not all insects and microorganisms require control.
2. Monitoring: Chester Grows will set schedules and procedures for monitoring each room and each plant for signs of pests and pathogens. Gardeners will look for signs of pests common to
Pennsylvania Department of Health
Medical Marijuana Grower/Processor Permit Application

indoor medical marijuana cultivation, keep detailed records of IPM monitoring, and report any signs of pests or pathogens to a supervisor.

3. Prevention: Preventative measures will minimize the need for intervention, using a combination of physical, biological, chemical, and cultural controls to make the facility uninhabitable for pests.

4. Intervention: If monitoring identifies a pest and thresholds indicate pest control is required, a supervisor will evaluate the proper control method for effectiveness and risk. Less hazardous controls will be used first. If monitoring indicates that less hazardous controls are not working, additional pest control methods will be employed.

Monitoring
Chester Grows’ thorough monitoring process is designed to provide Gardeners with time to focus on each plant and use vigilance and select techniques, like hand picking and special organic washes, to treat plants and remove adverse pests. Gardeners learn during training to identify nutrient deficiencies, pests, and diseases, quickly diagnose problems, and react with natural solutions. In compliance with §1151.27(e), employees shall perform visual inspections of growing plants regularly to ensure there is no visible mold, mildew, pests, rot, or grey or black plant material that is greater than an acceptable level as determined by the Department. Gardeners will monitor the plants in each cultivation area a minimum of twice per week. If a pest or pathogen is found, monitoring will increase to once per day until the disease or infestation is eradicated. Gardeners will inspect each plant in three phases:

Gardeners shall enter the results of each inspection in the batch record in the electronic tracking system, which will automatically maintain a log of all actions taken to detect pests or pathogens, and the measures taken for control, in compliance with §1151.27(c).

Common Threats to Indoor Cannabis Plants

Spider Mites
Medical Marijuana Grower/Processor Permit Application
Pennsylvania Department of Health
COMPLIANCE STATEMENT
This section fulfills the following statutory requirements:

<table>
<thead>
<tr>
<th>Reference</th>
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<tbody>
<tr>
<td>28 Pa. Code §1151.27(a)</td>
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<tr>
<td>28 Pa. Code §1151.27(b)</td>
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<tr>
<td>28 Pa. Code §1151.27(c)</td>
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<tr>
<td>28 Pa. Code §1151.27(e)</td>
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<td>28 Pa. Code §1151.27(j)</td>
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<td>28 Pa. Code §1151.30(a)(5)</td>
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<td>28 Pa. Code §1151.33(a)(5)</td>
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<td>28 Pa. Code §1151.43(a)</td>
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<td>28 Pa. Code §1151.43(c)(1)(ii)</td>
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<td>28 Pa. Code §1151.43(c)(1)(iii)</td>
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<td>28 Pa. Code §1151.43(c)(1)(iv)</td>
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<td>28 Pa. Code §1151.43(c)(1)(v)</td>
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<td>28 Pa. Code §1151.43(c)(1)(vi)</td>
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<td>28 Pa. Code §1151.43(c)(1)(vii)</td>
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<td>28 Pa. Code §1151.43(c)(1)(viii)</td>
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<td>28 Pa. Code §1151.43(c)(1)(ix)</td>
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<td>28 Pa. Code §1151.43(c)(2)</td>
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<td>28 Pa. Code §1151.43(e)</td>
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<td>28 Pa. Code §1151.44(a)</td>
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<td>28 Pa. Code §1151.44(b)(1)</td>
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<td>28 Pa. Code §1151.44(b)(2)</td>
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<tr>
<td>28 Pa. Code §1151.44(b)(3)</td>
</tr>
<tr>
<td>3 P.S. § 111.28</td>
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</tbody>
</table>

The Principals of Pennsylvania Grown Medicine, LLC/DBA Chester Grows (hereafter, “Chester Grows”) have cultivation experience stemming back to 2004, Using a proven systematic approach, Chester Grows’ Principals have refined their cultivation process to promote robust plant development, quickly identify and address adverse occurrences, and perpetually deliver impressive results. While some of the techniques described herein are common, making the entire growing process work in a manner that yields high quality, medicinal grade marijuana is quite difficult. Chester Grows uses an all organic growing process and also goes a step beyond conforming to organic growing requirements and chemical use restrictions by avoiding, under all circumstances, the use of synthetic pesticides, wood preservatives, sewage sludge, soil amendments, synthetic growth regulators, antibiotics, parasiticides, and any other non-organic substances that the Principals deem to be potentially harmful agents.

GROWING MEDIA
Chester Grows has designed its own proprietary aeroponic irrigation system. Aeroponics is the process of growing plants in an air or mist environment without the use of soil or an aggregate medium. Although it is considered a type of hydroponic growing because of the use of water to transmit nutrients, aeroponics differs from conventional hydroponics, aquaponics, and in-vitro (plant tissue culture) growing. Unlike hydroponics, which uses a liquid nutrient solution as a growing medium and
essential minerals to sustain plant growth, or aquaponics, which uses water and fish waste, aeroponics is conducted without a growing medium. The basic principle of Chester Grows’ aeroponic process is to grow plants suspended in a table chamber which forms a closed environment where the plant's dangling roots and lower stem are sprayed regularly with a nutrient-rich water solution, as shown in the image below. The leaves and flower (i.e. the plant canopy) extend above net pots that contain clay pebbles that support the plant. The environment within the table chamber is kept free from pests and disease so that the plants grow healthier and more quickly than plants grown in a medium.
## COMPLIANCE STATEMENTS

This section fulfills the following statutory requirements:

<table>
<thead>
<tr>
<th>Reference</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>28 Pa. Code §1141.28(c)(3)</td>
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<tr>
<td>28 Pa. Code §1141.41(a)</td>
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<td>28 Pa. Code §1141.41(b)</td>
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<td>28 Pa. Code §1141.41(b)(1)</td>
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<td>28 Pa. Code §1141.41(b)(2)</td>
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<td>28 Pa. Code §1141.41(b)(3)</td>
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<td>28 Pa. Code §1151.22(a)</td>
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<td>28 Pa. Code §1151.23(a)</td>
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<td>28 Pa. Code §1151.27(j)</td>
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<tr>
<td>28 Pa. Code §1151.33(f)</td>
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</tr>
</tbody>
</table>
Section 18 – Nutrient and Additive Practices

<table>
<thead>
<tr>
<th>A. Nutrient and Growth Additive Practices</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that your facility will maintain the following medical marijuana nutrient and growth processes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Appropriate nutrient practices will be used.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>• A fertilizer or hydroponic solution must be of a type, formulation and at a rate to support the healthy growth of plants.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>• Records of the type and amounts of fertilizer and any growth additives used will be maintained.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>• No additional active ingredients or materials will be added to the medical marijuana that alters the color, appearance, smell, taste, effect or weight of the medical marijuana, unless the grower/processor has first obtained the prior written approval of the Department.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>• Excipients will be pharmaceutical grade, unless otherwise approved by the Department.</td>
<td>☒</td>
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</tbody>
</table>

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

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

B. Please provide details of all nutrient and growth additives that will be utilized at your facility:

The Principals of Pennsylvania Grown Medicine, LLC/DBA Chester Grows (hereafter, “Chester Grows”) combine over 30 years of experience in the marijuana industry with backgrounds in holistic health, biology, manufacturing, business, and medicine to create a team that is as passionate about quality as it is about efficiency. As a [redacted], [redacted] brings 13 years of medical marijuana cultivation experience to Chester Grows’
proprietary aeroponic cultivation technique, maximizing Chester Grows’ use and understanding of organic growing techniques. CEO [redacted] and Executive Director [redacted] also combine their dozen years operating marijuana cultivation and production businesses to bring to the executive team an understanding of the importance of quality inputs throughout the production process.

Medical marijuana plants need a variety of nutrients throughout their life cycle to achieve optimum growth and maintain their overall health. Nutrients are the essential elements and compounds necessary for the growth, metabolism, and development of medical marijuana plants, per 28 Pa. Code §1141.21. Plants absorb these elements through their leaves and roots but only if such elements are present in the correct proportions. Too much or too little of an element will affect a plant’s ability to absorb others. Through the proper use of technology and efficient facility design, Chester Grows is able to simplify and streamline its tailored aeroponic growing process in a manner that provides plants with exactly what they need, when they need it, and in an amount that they need it. The result is a plant that is as healthy as is genetically possible while also meeting sustainability objectives and maintaining an organic growing regime. Additionally, Chester Grows’ custom growing methods and proven operating procedures are designed to quickly identify and correct adverse occurrences in the garden, delivering impressive results consistently from seed to harvest.

**Proprietary Aeroponic Cultivation Process**

Chester Grows has designed its own proprietary aeroponic irrigation system. Aeroponics is the process of growing plants in an air or mist environment without the use of soil or an aggregate medium. Although it is considered a type of hydroponic growing because of the use of water to transmit nutrients, aeroponics differs from conventional hydroponics, aquaponics, and in-vitro (plant tissue culture) growing. Unlike hydroponics, which uses a liquid nutrient solution as a growing medium and essential minerals to sustain plant growth, or aquaponics, which uses water and fish waste, aeroponics is conducted without a growing medium. The basic principle of Chester Grows’ aeroponic process is to grow plants suspended in a table chamber which forms a closed environment where the plant’s dangling roots and lower stem are sprayed regularly with a nutrient-rich water solution, as shown in the image below. The leaves and flower (i.e. the plant canopy) extend above net pots that contain clay pebbles that support the plant. The environment within the table chamber is kept free from pests and disease so that the plants grow healthier and more quickly than plants grown in a medium.

The basic principle of Chester Grows’ aeroponic process is to grow plants suspended in a table chamber which forms a closed environment where the plant’s dangling roots and lower stem are sprayed regularly with a nutrient-rich water solution, as shown in the image below. The environment within the table chamber is kept free from pests and disease so that the plants grow healthier and more quickly than plants grown in a medium.
Figure 1: Proprietary Aeroponic Irrigation System
Water Supply
In compliance with §1151.33(e), Chester Grows shall ensure that the facility is provided with a water supply sufficient for operations, which shall be derived from a source that is a public water system or a nonpublic system that is capable of providing a safe, potable, and adequate supply of water to meet the operational needs of the facility. If the water at the facility is from a public source, test results from the local water authority will be reviewed annually to ensure the water meets the Commonwealth’s primary drinking water standards.

The facility will be equipped with supply plumbing of an adequate size and design to carry sufficient amounts of water to required locations throughout the facility. Back flow prevention devices shall be installed in all water supply lines. The facility’s drain waste system will be designed to properly convey sewage and liquid disposable waste, including floor drains in areas where floors are subject to flooding.

NUTRIENT PRACTICE
Although no such official designation exists for medical marijuana cultivation, Chester Grows’ products
Per §1141.21, Chester Grows will use nutrient practice that provides essential elements and compounds necessary for the growth, metabolism and development of seeds, immature medical marijuana plants, or medical marijuana plants, including the following:

** Ambient Nutrients**

Ambient nutrients are the non-mineral nutrients that plants get from the air and water, including hydrogen, oxygen, and carbon.

** Hydrogen**

** Oxygen**
Macronutrients
Macronutrients are those mineral nutrients needed in large amounts for ideal plant health.

Nitrogen, Phosphorus, and Potassium (NPK)

Calcium, Sulfur, and Magnesium

Micronutrients

NUTRIENT PRODUCTS
Chester Grows shall use a hydroponic nutrient solution of a type, formulation, and at a rate to support healthy growth of plants, in compliance with §1151.27(d)(2). Hydroponic nutrient solutions are a mixture of water, minerals, and essential nutrients without soil used to grow medical marijuana plants, per §1141.21.

Supply Chain
Chester Grows maintains best-price-available supplier relationships to acquire nutrients, additives, equipment, and office supplies to effectively manage its cultivation operations. This network starts first with local relationships as Chester Grows believes it to be important to buy locally, in an effort to stimulate the local economy and leverage just-in-time delivery capabilities of local providers able to
store sizable inventory. Upon beginning its operations, Foliar Feeding
Plants may be sprayed with a nutrient formula during their vegetative stage, as plants also take in
nutrients through their leaves. Chester Grows shall not add any additional active ingredients or materials to medical marijuana that alters the color, appearance, smell, taste, effect, or weight of the medical marijuana without first obtaining the prior written approval of the Department, per §1151.27(f). Excipients must be pharmaceutical grade, unless otherwise approved by the Department.

Storage
Chester Grows requires that all chemicals and fertilizers are stored in a locked storage area with secondary containment ground cover which prevents absorption or loss of chemicals or fertilizer in the unlikely event of a spill. The location of this storage site is selected to ensure that the potential for contamination of surface water or groundwater by drainage, runoff, or leaching is minimized and in compliance with any setback requirements of local, state, or federal law. Additionally, all chemicals and fertilizers shall be labeled properly and stored either in original containers direct from the manufacturer or in containers made of material compatible with the product being used.

Recordkeeping
In compliance with §1151.27(d)(3), Chester Grows shall maintain records of the type and amounts of fertilizer and any growth additives used. For each scheduled nutrient application of a nutrient, fertilizer, or growth additive, Liquid Medical Marijuana Waste
In compliance with §1151.40(e), wastewater or spent hydroponic nutrient solution generated or produced from the growing, harvesting, or processing of immature medical marijuana plants or medical marijuana plants shall be managed in accordance with one of the following:

- Discharged into a permitted sewage treatment system in accordance with local, federal and state requirements, including The Clean Streams Law (35 P.S. §§ 691.1—691.1001) and 25 Pa. Code Chapter 92a (relating to National Pollutant Discharge Elimination System permitting, monitoring and compliance);
- Treated and discharged into waters of the Commonwealth under a National Pollutant Discharge Elimination System permit or water quality management permit in accordance with
the requirements of The Clean Streams Law, including 25 Pa. Code Chapter 91 (relating to general provisions) and 25 Pa. Code Chapter 92a;

• Disposed in a municipal waste landfill if placed in a container that is less than 1 gallon in size; or

• Spent hydroponic nutrient solution that has been used and can no longer serve the purpose for which it was produced shall be tested for the concentration of chemical compounds. Chemical solutions that exceed limits for discharge into local sewers will be disposed of in accordance with applicable laws and regulations. If state and local regulations do not address them, Chester Grows will develop a wastewater plan to manage effluent discharges from cultivation operations and erosion prevention.

NUTRIENT PROCEDURES

Procedures included here are select processes meant to demonstrate Chester Grows’ ability to consistently cultivate high quality medical marijuana as a result of many years standardizing its operations methods and procedures. If Chester Grows is awarded an initial permit, Chester Grows shall present to the Department its full and complete plan of operation for the Department to review that fulfills the requirements of §1151.22(a).

General Guidelines

...
4. Cold - Cold weather (below 50F/10C) can lock up phosphorous. Some varieties, like equatorial sativas, don’t take well to cold weather. If you can keep the roots warmer, the plant will be able to take cooler temps than it otherwise could.

5. Heat - If the lights are too close to the plant, the tops may be curled, dry, and look burnt, mimicking a nutrient problem. Your hand should not feel hot after a minute when you hold it at the top of the plants. Raise the lights and/or aim a fan at the hot zone. Room temperature in cultivation areas should be kept under 85F (29C) -- or 90F (33) if you add additional CO2.

6. Humidity - Thin, shiveled leaves can be from low humidity. 40-80% is usually fine.

7. Mold and Fungus - Dark patchy areas on leaves and buds can be mold. Lower the humidity and increase the ventilation if mold is a problem. Remove any dead leaves, wherever they are. Keep your garden clean.

8. Insects - White spots on the tops of leaves can mean spider mites underneath.

9. Sprays - Foliar sprays can have a "magnifying glass" effect under bright lights, causing small white, yellow, or burnt spots which can be confused with a nutrient problem. Some sprays can also cause chemical reactions.

10. Insufficient light - Tall, stretching plants are usually from using the wrong kind of light. Don’t use regular incandescent bulbs ("grow bulbs") or halogens to grow medical marijuana. Invest in fluorescent lighting (good) or HID lighting (much better) which supply the high-intensity light that medical marijuana needs for good growth and tight buds. Even better, grow in sunlight.

11. Clones - Yellowing leaves on unrooted clones can be from too much light, or the stem may not be firmly touching the rooting medium. Turn off any CO2 until they root. Too much fertilizer can shrivel or wilt clones - pure water is fine.

### Plant Assessment

When a plant receives too much or too little of any nutrient, its overall health deteriorates. Medical marijuana plants show distinct symptoms when nutrients are deficient or out of balance. If a problem is detected early on, it can be corrected by adjusting the fertigation schedule or formula. Gardeners will monitor plants on an ongoing basis for signs of nutrient deficiencies using the following preliminary checklist for assessing plant health given a perceived or potential plant concern. All findings should be briefly noted in the Daily Checklist and detailed in the Gardener Journal of the assessor.

To use this Assessment Procedure, simply start at #1 below. When you think you've found the problem, read the Nutrients section to learn more about it. Diagnose carefully before making notes. Do not remedy conditions unless you have been both trained and cleared to diagnose and remedy. If you have not been both trained and cleared to remedy plant concerns, alert the Garden Manager or Garden Director of your perceived findings by briefly noting them in the Garden Checklist and detailing in your Garden Journal (See Daily Checklist Procedure).

1. If the problem affects only the bottom or middle of the plant go to #2. b) If it affects only the top of the plant or the growing tips, skip to #10. If the problem seems to affect the entire plant equally, skip to #6.

2. Leaves are a uniform yellow or light green; leaves die & drop; growth is slow. Leaf margins are not curled-up noticeably. >> Nitrogen(N) deficiency. b) If not, go to #3.

3. Margins of the leaves are turned up, and the tips may be twisted. Leaves are yellowing (and may turn brown), but the veins remain somewhat green. >> Magnesium (Mg) deficiency. b) If not, go to #4.
Nutrient Correction

Leaves are curled under like a ram's horn, and are dark green, gray, brown, or gold. >> Over.
PLANT QUALITY
The Garden Manager will develop plant quality standards and indicators for each strain. Quality assurance employees shall record cultivation processes to ensure plant quality standards are met, recording any deviations and material changes that may impact batch or lot quality. Chester Grows will not release any batch or lot of medical marijuana if there was any deviation from the SOPs unless testing by an approved laboratory shows that the batch meets Chester Grows specifications for that variety. As part of in-process monitoring, quality assurance employees will take regular samples of in-process medical marijuana as well as cultivation materials and additives. This will include, without limitation:

Harvest Batch Testing
A sample from each harvest batch or harvest lot shall be submitted for testing prior to being used to produce a medical marijuana product, in compliance with §1171.29(c)(1). A harvest batch is a specifically identified quantity of medical marijuana plant that is uniform in strain, cultivated utilizing the same growing practices, harvested at the same time and at the same location, and cured under uniform conditions, per §1171.21. In the event that a harvest batch has been separated into harvest lots, which is a specifically identified quantity of medical marijuana plant taken from a harvest batch per §1171.21, a sample shall be taken from each harvest lot.

COMPLIANCE STATEMENT
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Section 19 – Processing and Extraction

Please describe the technologies, methods, and types of equipment you will employ to extract the critical compounds from medical marijuana plants to produce the medical marijuana and medical marijuana products, and the types of medical marijuana products that will be produced:

The processing operations for Pennsylvania Grown Medicine, LLC/DBA Chester Grows (hereafter, “Chester Grows”) will be led by the experience and education of CEO Corey Barnette, Executive Director [redacted], and Production Manager [redacted], with Executive Director [redacted] advising according to his examinations of the local patient population’s needs and outcomes. This team has led [redacted] patients with dozens of strain-specific medical marijuana products. Additionally, [redacted], one of the state's premier marijuana concentrates production companies, with 10 years of experience using herbal remedies to treat and prevent common ailments, bringing to Chester Grows a unique understanding of the synergistic and holistic effects of plant medicine.

Processing Protocols

Chester Grows will establish a specific standard operating procedure (SOP) for each medical marijuana product produced at the facility for distribution to a medical marijuana organization. Per 28 Pa. Code §1161.21, a medical marijuana product is defined as the final form and dosage of medical marijuana that is grown, processed, produced, sealed, labeled, and tested by Chester Grows for sale and distribution to a dispensary licensed by the Department. SOPs will include supervision and in-process controls to ensure the consistency of the medical marijuana product across processing cycles.

Supervisors

A supervisor will oversee each extraction and processing order. Supervisors will use the electronic tracking system (ETS) to create extraction and processing orders, which will specify the employee(s)
Section 19 – Processing and Extraction

Please describe the technologies, methods, and types of equipment you will employ to extract the critical compounds from medical marijuana plants to produce the medical marijuana and medical marijuana products, and the types of medical marijuana products that will be produced:

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DOH REDACTED

Processing Protocols
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Supervisors
A supervisor will oversee each extraction and processing order. Supervisors will use the electronic tracking system (ETS) to create extraction and processing orders, which will specify the employee(s)
who will perform each procedure, the SOP(s) to be used, the components to be used, and where to store or transfer the extract or product of the procedure.

**Lot Identification**

Medical marijuana extracts and medical marijuana products will be created in lots of a specific quantity that is uniform and that is intended to meet Chester Grows’ specifications for identity, strength, purity, and composition. Per §1171.21, a medical marijuana extract is defined as a substance obtained by separating cannabinoids from medical marijuana plants by a mechanical, chemical, or other process. Per §1171.21, a process lot is defined as any amount of a medical marijuana product of the same type and processed using the same medical marijuana extract, standard operating procedures and the same or combination of different harvest lots.

Chester Grows shall identify each process lot with a unique lot number, per §1151.34(c). When a supervisor creates an extraction or processing order, the ETS will assign a lot number to the medical marijuana extract or process lot that results from the order. In-process storage containers, processing lines, and equipment will be marked with the lot number.

**Process Controls**

Extraction and processing SOPs shall include specifications for measurements of time, temperature, pressure, speed, or other measurable conditions. Measurements shall be documented in the lot record. If a measurement does not meet specifications, the lot in process will be quarantined. If quality assurance personnel determine that the deviation will not cause the lot to fail to meet product specifications, the deviation will be approved. If quality assurance personnel determine that the deviation will affect the product’s ability to meet specifications, the lot will be rejected and disposed of unless quality assurance personnel approve a treatment or adjustment of procedure that will allow the lot to meet specifications. All deviations, approvals, rejections, and alternative treatments or adjustments will be documented.

**MATERIALS SPECIFICATIONS**

Written specifications shall dictate the quality, identity, and composition of materials used in the production of medical marijuana. Excipients, including solvents, chemicals, or materials, shall be reported to the Department for approval and shall not be used in the processing of medical marijuana without the Department’s approval, per §1141.21. Chester Grows shall not add any additional active ingredients or materials to medical marijuana that alters the color, appearance, smell, taste, effect, or weight of the medical marijuana without the prior written approval of the Department. Excipients must be pharmaceutical grade unless otherwise approved by the Department, per §1151.27(f).

**Materials Inspection**

Quality assurance employees are responsible for approving all equipment, tools, and components that will be utilized in the cultivation and processing of medical marijuana. Materials shall be withheld from use in the materials quarantine area until inspected and approved by quality assurance employees. Materials that do not meet specifications shall be rejected by quality assurance employees, unless they approve a treatment, process adjustment, reprocessing, or other deviation that will render the materials suitable for use. Any shipment of materials approved by quality assurance employees will be added to the inventory and stored appropriately.
Medical Marijuana Plant Material
Per §1151.27(h), Chester Grows shall only process the parts of the medical marijuana plant that:
- Are free of seeds and stems;
- Are free of dirt, sand, debris, or other foreign matter; and
- Contain a level of mold, rot, or other fungus or bacterial diseases acceptable to the Department.
Prior to inclusion in a lot of medical marijuana extract or medical marijuana product, a sample from each harvest batch and harvest lot shall be collected and tested by an approved laboratory according to Chester Grows' Quality Assurance Plan and the requirements of §1171.29(c)(1).

Harvest batch and harvest lot testing shall be considered per the Department’s requirements only when requested via the ETS and conducted by an approved laboratory on a sample identified and collected by an employee of the approved laboratory, per §1171.31(a)(1). Quality assurance personnel shall review the certificate of analysis issued by the approved laboratory that performed the tests required by §1171.29(d) for compliance with the Department’s guidelines and limits for chemical profile per §1171.31(e)(1), contaminants per §1171.31(e)(2) and organoleptic characteristics per §1171.31(e)(3)(v), as well as compliance with Chester Grows’ specifications.

EXTRACTION PROCEDURES
Described below are the extraction methods Chester Grows may use to extract phytochemicals from raw medical marijuana. These descriptions are meant to illustrate the methods; they are not SOPs. Precise SOPs will be created based on the chosen processing equipment, final product line, and Production Manager's proprietary techniques.
In-Process Monitoring and Testing

Quality assurance employees shall monitor and record processing operations to ensure day-to-day accuracy and consistency across production cycles, including any deviations and material changes from SOPs that may impact quality. Chester Grows will not release any process lot of medical marijuana if there was any deviation from the SOPs unless testing by an approved laboratory shows that the batch or lot meets Chester Grows’ specifications for the batch or lot and quality assurance employees record the determination. As part of in-process monitoring, quality assurance employees may test regular samples of in-process medical marijuana products as well as processing materials and additives.

Per §1171.34(a), the Department, in its sole discretion, may identify and collect a test sample from Chester Grows at any time and request an approved laboratory to conduct tests. Per §1171.21, a test sample includes an amount of medical marijuana or an amount of soil, growing medium, water, or solvents used to grow or process medical marijuana, dust, or other particles obtained from the swab of a counter or equipment used in the growing or processing of medical marijuana or other item used in the growing or processing of medical marijuana at Chester Grows facility taken by an employee of an approved laboratory or an employee of the Department at the request of the Department.
QUALITY ASSURANCE TESTING
Per §1171.29(c), all medical marijuana products shall be tested at multiple points during cultivation and processing by an approved laboratory. A sample from each process lot shall be submitted for testing before the medical marijuana is sold or offered for sale to another medical marijuana organization, per §1171.29(c)(2).

Laboratory Selection
All quality assurance testing shall be performed at an approved laboratory located in this Commonwealth that has applied for and received the approval of the Department to identify, collect, handle and conduct tests on samples from a grower/processor, and test samples from the Department used in the growing, processing, or dispensing of medical marijuana as required by the act and this part, per §1171.21. Prior to conducting any testing of a sample of medical marijuana cultivated or produced by Chester Grows, Chester Grows shall enter into a written contract with the approved laboratory selected to perform testing services, per §1171.29(a). Chester Grows shall not enter into a contract for testing services with an approved laboratory at which a principal or employee of Chester Grows is an owner, employee, or affiliate, per §1171.22(d). The Garden Manager will develop the policies that will guide quality assurance employees’ interactions with approved laboratories, including sample collection, tracking, record-keeping, lot clearance, retesting, and sample destruction.

Testing Requirements
Process lot testing shall be considered per the Department’s requirements only when requested via the ETS and conducted by an approved laboratory on a sample identified and collected by an employee of the approved laboratory or a trained quality assurance employee, per §1171.31(a)(2). Per §1171.29(d), all process lot samples shall be tested for the following, at a minimum:

- Pesticides;
- Solvents;
- Water activity and moisture content;
- THC and CBD concentration; and
- Microbiological contaminants.

Product Specifications and Clearance
Specifications for the quality, appearance, potency, purity, and identification of each medical marijuana product shall be recorded and approved by a member of the management team. All medical marijuana products shall meet the Department’s requirements for chemical profile, organoleptic characteristics and moisture content, and contaminants as determined by the certificate analysis issued by the approved laboratory that collected and performed testing on the sample from the process lot. Quality assurance employees will ensure each product meets established specifications.

Clearance
Per §1171.31(b), the test results for each sample shall be entered into the ETS and shall only be accessible to Chester Grows and to the Department. Quality assurance personnel shall compare the certificate of analysis issued by the approved laboratory per §1171.31(e), including the supporting data, with Chester Grows’ specifications for each harvest batch, harvest lot, or process lot sample tested. If the quality assurance employee reviewing the lab results finds that a sample meets Chester
Grows’ specifications for the product, they will update the batch or lot status in the ETS as “approved,” mark all containers bearing the batch or lot number with the word “approved,” and move the containers to the approved area within vault storage to await processing or packaging.

Failed Tests
If the sample does not meet Chester Grows’ specifications for quality, safety, and potency (including the Department’s requirements for chemical profile, contaminants, and organoleptic characteristics) the Garden Manager will review the batch and/or lot records to determine whether an error on the part of the approved laboratory may have been made. If records reveal that contamination is likely, the Garden Manager will update the batch and/or lot status in the ETS as “rejected” and mark all containers bearing the batch or lot number with the word “rejected.” Unless quality assurance employees approve an alternative use or treatment for the failed lot, the Garden Manager will move the containers to the temporary secured storage area for medical marijuana waste to await destruction and disposal.

EQUIPMENT

General Specifications
Chester Grows will use equipment and utensils specific to its extraction methods and product line. All equipment and utensils will be of adequate size, design, and quality for their intended use, and will be of such a material and workmanship as to be capable of being adequately cleaned, per §1151.33(a)(1). Per §1151.33(a)(4), equipment, counters, and surfaces for processing must be food grade quality and may not react adversely with any solvent being used. Medical marijuana, raw material, and other product used in the processing of medical marijuana shall be handled on food-grade stainless steel benches or tables, per §1151.27(i)(1). Any equipment or utensil surfaces that come into contact with medical marijuana or product components will be nontoxic, nonreactive, nonabsorpive, and noncorrosive. Chester Grows will provide or install the recommended safety equipment for safe operation and use of all equipment. Whenever possible, equipment will be UL or ETL certified for safety.
Equipment Protocols
Per §1151.32(a), Chester Grows shall develop standard operating procedures (SOPs) for the calibration, maintenance, cleaning, and sanitation of equipment, tools, and utensils that come into contact with medical marijuana to prevent contamination. Equipment procedures shall be provided to the Department upon request. Per §1151.32(b)(1), Chester Grows will also create SOPs to routinely calibrate, check, and inspect controls for automated, mechanical, and electronic equipment such as scales, balances, other measurement devices and software for computer controlled processes. Chester Grows shall maintain an accurate record of the maintenance, cleaning, and calibration of equipment, per §1151.32(b)(2). Instruments or controls that are past due for calibration, inspection, or verification and/or which cannot be adjusted to ensure accuracy will not be used until repaired or replaced.

COMPLIANCE STATEMENTS
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**Section 20 – Sanitation and Safety**

Please provide a summary of the intended sanitation and safety measures to be implemented at your proposed facility and site. These measures should cover, but are not limited to, the following: a written process for contamination prevention, pest protection procedures, medical marijuana handler restrictions, hand-washing facilities, and inspection schedules to ensure the accuracy of operational equipment.
Section 20 – Sanitation and Safety

PLEASE PROVIDE A SUMMARY OF THE INTENDED SANITATION AND SAFETY MEASURES TO BE IMPLEMENTED AT YOUR PROPOSED FACILITY AND SITE. THESE MEASURES SHOULD COVER, BUT ARE NOT LIMITED TO, THE FOLLOWING: A WRITTEN PROCESS FOR CONTAMINATION PREVENTION, PEST PROTECTION PROCEDURES, MEDICAL MARIJUANA HANDLER RESTRICTIONS, HAND-WASHING FACILITIES, AND INSPECTION SCHEDULES TO ENSURE THE ACCURACY OF OPERATIONAL EQUIPMENT.
The Principals of Pennsylvania Grown Medicine, LLC/DBA Chester Grows (hereafter, “Chester Grows”) have significant experience cultivating and producing medical marijuana in regulated markets across the country. As and owner of the dispensary, oversees sanitary operations at all levels of the supply chain inAdditionally, Executive Director background includes product development for, which involves substantial cooperation between regulatory agencies, dispensaries, and cultivators to ensure marijuana meets strict regulatory requirements for quality and safety. Finally, Garden Director and Production Manager have worked together at the cultivation center in since to ensure the facility adheres to strict sanitation policies and schedules, as well as regulatory requirements.

Chester Grows’ key method of preventing contamination is to . As a matter of procedure, Chester Grows requires that . Such measures are imperative when preventing unwanted contaminants and essential for consistently producing high quality medical marijuana products.

CONTAMINATION PREVENTION

Product Safety Plan
Chester Grows will design and implement a Product Safety Plan that follows the good agricultural practices (GAPs) and good handling practices (GHPs) recommended by the Food and Drug Administration (FDA) and the U.S. Department of Agriculture (USDA) in the 1998 document titled “Guidance for Industry – Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables,” as well as the current good manufacturing practices, or cGMPs, suggested by the American Herbal Products Association (AHPA) for Cannabis Manufacturing Operations. Although a USDA audit is not available for the medical marijuana industry at this time, if it becomes available, Chester Grows will undergo a voluntary audit for compliance with cGMPs, GAPs, and GHPs. The written Product Safety Plan will evaluate potential sources of contamination by chemical, physical, and microbial hazards during cultivation and processing operations. A designated Product Safety Officer will design and regularly update the written Product Safety Plan. Prior to designing it and at regular intervals, he or she will evaluate all potential sources of contamination by chemical, physical, or microbial hazards during cultivation and processing operations. The Product Safety Plan will
Sanitation Procedures
Sanitation is a key component of Chester Grows’ quality assurance and product safety standards. Standard Operating Procedures (SOPs) for sanitation shall follow the recommendations of the AHPA for sanitary conditions at medical marijuana cultivation facilities and medical marijuana manufacturing facilities, which are based on cGMPs. Chester Grows will develop sanitation SOPs and assign an employee to supervise overall sanitation at the facility. Sanitation SOPs shall ensure that all areas of the facility are maintained in a condition that protects against contamination of product components, medical marijuana plants and products, in-process materials, packaging material, equipment, and medical marijuana contact surfaces, in compliance with §1151.27(i)(2), including the following, at a minimum:

Post-Harvest Cleaning and Sanitation
PEST PROTECTION PROCEDURES
Per §1151.33(a), the facility shall be maintained in a sanitary condition to limit the potential for contamination or adulteration of the medical marijuana grown and processed in the facility. The following pest protection procedures shall be employed at the facility:

MEDICAL MARIJUANA HANDLER RESTRICTIONS
Uniform Policy
The uniform policy is designed to prevent the introduction of pests, pathogens, foreign matter, and other contaminants on employees’ person or garments into cultivation, harvest, drying, packaging,
processing, and storage areas of the facility (collectively, “medical marijuana production areas”), in compliance with §1151.33(b)(2). All employees will be trained in the uniform policies that apply to their area of work. If at any time an employee’s area of work changes, they will be trained in the applicable uniform policy. Documentation will be kept of uniform policy training for a minimum of five years. Employees who fail to adhere to the uniform policy will be subject to disciplinary measures, including warnings, a probationary period, and up to and including termination.

Personal Hygiene Training Program
All employees will be required to complete personal hygiene training prior to beginning work at the facility, which will include the following policies:

- Jewelry;
  - Removing all non-permanent jewelry before entering cultivation and processing areas.
  - Covering any permanent jewelry, such as wedding rings, piercings, or medical bracelets/necklaces prior to beginning work.

- Make-up and accessories;
  - If make-up is worn, it should be applied frugally to prevent rubbing off.
  - False eyelashes, false fingernails, hairpins, and other items that may fall out are prohibited during work hours.
  - Employees must not wear perfume or cologne to work or put on any scented items, including lotions, while at work.

- Food;
  - No candy, food, gum, cough drops, or other food is allowed in medical marijuana cultivation or processing areas.
Food is to be stored only in the kitchen area of the employee break room.

No food shall be stored in employee lockers.

- Smoking:
  - No medical marijuana smoking or vaporization is allowed on the premises of the facility.
  - Tobacco smoking or vaporizing must be conducted outside of the building in designated smoking areas.

- Personal items:
  - No personal items are allowed in medical marijuana cultivation or processing areas, including cell phones or other personal digital devices. All personal items shall be stored in the employee’s personal employee locker during work hours, unless the employee is on break.

- Maintaining adequate personal hygiene, in compliance with §1151.33(b)(1), including the following:
  - Fingernails are kept trimmed and cleaned.
  - Hair is combed and tied back as necessary.
  - Skin is free of dirt, grease, or grime.
  - Facial hair is trimmed and neatly groomed. No facial hair shall extend beyond 1.5 inches from the face or be worn in an unkempt manner.

- Communicable disease prevention; and
  - Any employee with symptoms of disease or illness or with an open wound or sore must report them to a supervisor.
  - Open wounds or sores must be covered with sterile, water-proof bandaging.
  - Employees with symptoms of disease or illness or with a wound or sore that cannot be covered are prohibited from working in cultivation or processing areas, including any area where they may come into contact with medical marijuana products, packaging components, or medical marijuana contact surfaces.
  - If an employee sees another employee who has symptoms of disease or illness or an uncovered wound or sore working in a medical marijuana cultivation or processing area, the employee must report it to a supervisor.
  - Supervisors and managers will monitor employees for signs of illness/disease or open wounds/sores.

- In compliance with §1151.33(b), any employee working in direct contact with medical marijuana is subject to the restrictions on food handlers in §27.153. A person with the following diseases or conditions may not work in direct contact with medical marijuana:
  1. *Amebiasis*. Until the etiologic organism is eradicated as proven by two consecutive negative stool specimens, obtained at least 24 hours apart, as verified by a physician. If antiparasitic treatment has been given, the specimens may not be collected sooner than 48 hours after treatment was completed.
  2. *Enterohemorrhagic E. coli*. Until the etiologic organism is eradicated as proven by two consecutive negative stool specimens, obtained at least 24 hours apart, as verified by a physician. If antibacterial treatment has been given, the specimens may not be collected sooner than 48 hours after treatment was completed.
3. **Shigellosis.** Until the etiologic organism is eradicated as proven by two consecutive negative stool specimens, obtained at least 24 hours apart, as verified by a physician. If antibacterial treatment has been given, the specimens may not be collected sooner than 48 hours after treatment was completed.

4. **Typhoid fever or paratyphoid fever.** Until the etiologic organism has been eradicated as proven by three negative successive stool specimens collected at intervals of at least 24 hours nor earlier than 48 hours after receiving the last dose of a chemotherapeutic drug effective against Salmonella typhi or paratyphi and no earlier than 1 month after onset.

5. **Hepatitis A, viral hepatitis, or jaundice of unspecified etiology.** Until 1 week following the onset of jaundice or 2 weeks following symptom onset or IgM antibody positivity if jaundice is not present, as verified by a physician.

6. **Persistent diarrhea.** Until resolved or judged to be noninfective by a physician.

- Hygiene inspection and correction.
  - Supervisors and managers will regularly inspect employees’ personal hygiene and work habits as they relate to hygiene.
  - If an employee fails to adhere to the standards presented in the personal hygiene training program, the failure will be treated as a disciplinary violation, beginning with a warning and proceeding to more stringent measures, up to and including termination of employment.

**RESTROOM AND HAND-WASHING FACILITIES**

Chester Grows shall provide employees and visitors with adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair, in compliance with §1151.33(d). Restroom facilities will be constructed to prevent airborne contamination of product components, packaging components, in-process materials, medical marijuana plants, medical marijuana products, and medical marijuana contact surfaces. Restroom facilities will be properly supplied with single use paper towels, toilet paper, hand soap or anti-bacterial soap, and potable water for hand washing. Hand sanitizers will not substitute hand-washing and will not be used as the sole method for hand cleaning. Restroom facilities will be maintained in a clean and sanitary condition, kept in good repair at all times, and equipped with signage advising employees of the necessity of washing hands prior to returning to work. Employees will not use restroom facilities for activities that support cultivation, harvesting, or processing operations, such as sanitizing equipment or utensils.

Chester Grows shall provide employees and visitors with adequate and convenient hand-washing facilities furnished with running water a temperature suitable for sanitizing hands, in compliance with §1151.33(c). Hand-washing facilities shall be located in processing areas and where good sanitary practices require employees to wash and sanitize their hands, in compliance with §1151.33(c)(1). Chester Grows shall provide effective nontoxic sanitizing cleansers and sanitary towel service or suitable drying devices, in compliance with §1151.33(c)(2). Employees shall wash hands thoroughly in a designated hand-washing area before starting work and at any other time when hands may have become soiled or contaminated, in compliance with §1151.33(b)(3).

Employees will be trained in the following:
- Location of hand-washing stations;
• When employees must wash their hands, including before beginning work, after using the restroom, after breaks, after smoking or eating, before donning single-use protective gloves, when switching from one task or area to another, and after any absence from the workstation;
• Responsibilities for stocking restrooms and hand-washing stations with soap and single-use paper towels and who to tell if these materials are missing; and
• Instructions and demonstrations on how to wash hands using warm water, soap, and single-use paper towels, as follows:
  1. Use warm, running water to wet hands and wrists.
  2. Turn off the tap and apply at least two pumps of anti-bacterial soap.
  3. Scrub palms, backs of hands, fingers, and wrists for at least 25 seconds, approximately the length of time it takes to sing the “ABCs”.
  4. Turn tap on and rinse hands under warm, running water until the water runs clear.
  5. Use a single-use paper towel to dry hands, rubbing palms, backs of hands, fingers, and wrists with the paper towel for at least 15 seconds.

EQUIPMENT ACCURACY, MAINTENANCE AND SANITATION
Chester Grows will use equipment and utensils specific to its chosen extraction methods and product line. All equipment and utensils will be of adequate size, design, and quality for their intended use and will be of such a material and workmanship as to be capable of being adequately cleaned, in compliance with §1151.33(a)(1). Per §1151.33(a)(4), equipment, counters and surfaces for processing must be food grade quality and may not react adversely with any solvent being used. Medical marijuana, raw material, and other product used in the processing of medical marijuana shall be handled on food-grade stainless steel benches or tables, in compliance with §1151.27(i)(1). Any equipment or utensil surfaces that come into contact with medical marijuana or product components will be nontoxic, nonreactive, non-absorptive, and noncorrosive. At no time shall a piece of equipment be used for anything other than its specific application. Chester Grows will provide or install the recommended safety equipment for safe operation and use of all equipment. Whenever possible, equipment will be UL or ETL certified for safety. Changes or replacements to equipment will be approved by quality assurance personnel and instituted by a member of the management team.

In compliance with §1151.32(a), Chester Grows shall develop standard operating procedures (SOPs) for the calibration, maintenance, cleaning, and sanitation of equipment, tools, and utensils that come into contact with medical marijuana to prevent contamination. Equipment procedures shall be provided to the Department upon request. Equipment will be calibrated, inspected, or otherwise verified before use and periodically to ensure the accuracy and precision of the equipment. Chester Grows shall maintain an accurate record of the maintenance, cleaning, and calibration of equipment, in compliance with §1151.32(b)(2). Quality assurance personnel shall regularly review recorded results. Instruments or controls that are past due for calibration, inspection, or verification and/or which cannot be adjusted to ensure accuracy will not be used until repaired or replaced. Processes shall include routine calibration and inspections to ensure accuracy of automated, mechanical, and electronic equipment such as scales, balances, other measurement devices and software for computer controlled processes, per §1151.32(b)(1).

Equipment SOPs shall include:
SANITATION PROCEDURES
Procedures included here are select processes meant to demonstrate Chester Grows’ ability to maintain a contaminant free cultivation and processing environment, as a result of many years standardizing its operations methods and procedures. If Chester Grows is awarded an initial permit, Chester Grows shall present to the Department its full and complete plan of operation for the Department to review that fulfills the requirements of §1151.22(a).

Container Cleaning Procedure
The purpose of this procedure is to create a standard step by step process for all employees and gardeners to follow when cleaning all containers including by not limited to: dry goods storage containers, medical cannabis storage containers, concentrate storage containers, growing baskets, and growing pots. By following this procedure, it is insured that a standard of cleanliness is kept which meets Food Handlers Health and Safety standards.

Materials:
- Containers or Pots to be Cleaned
- Cleaning Solution
- Rubber Gloves
- Scrub Brush
- Paper Towels
- Shop Rags

Procedure:
Restroom Cleaning Procedure

The following is the cleaning procedure for all restrooms at the facility. This procedure is to insure there is a standard of cleanliness that is maintained in the restrooms at the facility and to train all employees on this standard. This procedure is to be completed on the designated date and by the designated employee located on the Daily Work Log. If there are any questions or if the procedure cannot be completed as directed the employee should notify a manager for a solution immediately.

Materials:
- Rubber Gloves
- Scrub Brush
- Paper Towels
- Cleaning Solution Spray
- Cleaning Solution for Mopping
- Two Spray Bottles
- Bucket
- Mop and Mop Bucket
- Shop Vacuum
- Duster
- Caution: Slip Sign

Procedure:
1. Dust all counter tops and anywhere dust can or seems to be collecting that can be seen in the respective restroom.
2. Use shop vacuum to vacuum up all dust, dirt, debris, etc. throughout the entire restroom. Be thorough, making sure to pull any garbage cans out, reaching behind them as well as behind the toilet(s) and other corners.
4. Use bucket and add hot water to use to mix the Cleaning Solution Spray as trained.
5. Fill the Cleaning Solution into one of the Spray Bottles.
6. Fill the other Spray Bottle with plain hot tap water.
7. Use the Cleaning Solution in the Spray Bottle to thoroughly spray down all surfaces first in an around sink around. Clean using paper towels and the scrub brush when needed in and around the sink area. Once scrubbed and cleaned, re-spray the same area with regular water found in the second spray bottle. After re-spraying the same area, thoroughly dry the area using paper towels.
8. After cleaning the sink area, apply this same technique found in step number 7 to now clean the shower and the area around the shower.
9. After cleaning the shower area, apply this same technique found in step number 7 to now clean the toilet and the area around the toilet.
10. Lastly, take Mop Bucket and fill it with hot tap water and mix Cleaning Solution in the Mop Bucket as trained.
11. Put out, Caution: Slip Sign out before starting to mop.
12. Use Mop and Mop Bucket to mop restroom floor, being thorough to clean entire floor surface.
13. Once the entire restroom is mopped make sure Caution: Slip Sign is still visible and is left out until the floor is completely dry.

14. Once restroom floor is completely dry, put away Caution: Slip Sign along with anything that was moved to clean the restroom area.

15. Removed the trash in the bathroom trashcan(s).

16. Clean off all materials used and put them back in their respective storage locations.

17. Document task completed on Daily Work Log and Calendar.

COMPLIANCE STATEMENTS
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Section 21 – Quality Control and Testing for Potential Contamination

By checking “Yes,” you affirm that quality control measures and testing efforts must be in place to track active ingredients (THC and CBD) and potential contamination of medical marijuana products.

☒ Yes ☐ No

Section 22 – Recordkeeping

Please provide a summary of the recordkeeping plan that will be in place at your proposed facility and site. The plan should cover, but is not limited to, the following: a system for monitoring, recording, and regulating temperature, humidity, ventilation, water supply, and lighting that affects the growth of medical marijuana plants, an equipment maintenance log, and records of inventory and all transactions.

The Principals’ combination of experience in the marijuana, food, medical, and pharmaceutical testing industries provides Pennsylvania Grown Medicine, LLC/DBA Chester Grows (hereafter, “Chester Grows”) with a solid basis for careful recordkeeping throughout the production and distribution of medical marijuana. Each hold degrees in business and have experience founding and managing businesses across multiple industries. Their education and experience will advise Chester Grows’ policies for accounting and recordkeeping as well as business strategy.

Accounting Records and Controls

It is Chester Grows policy to create and maintain financial and non-financial books, records, and accounts which, in reasonable detail, accurately and fairly reflect all transactions, acquisitions, and dispositions of assets and other activities Chester Grows is involved with in its day-to-day operations. All books, records, and accounts should conform to generally accepted and applicable accounting principles (“GAAP”) and to all applicable local and state codes.

The preparation and maintenance of accurate and adequate records is the responsibility of each employee. This responsibility extends to all internal and external records, reports, and correspondence. Employees are expected to sign only documents or records which they believe to be accurate and truthful. No employee is to withhold or conceal information requested by, or to furnish misleading information to, internal and independent auditors, Directors of Chester Grows, law enforcement, the Department of Health and other local, state, and federal government agencies, outside counsel, or to any others authorized by management to receive it. Any questions regarding this area should be forwarded to the Garden Director or the Board of Directors.
GOVERNMENT REPORTING AND INSPECTIONS

Per 28 Pa. Code §1141.45(c), Chester Grows shall allow the Department and its authorized agents free access to review and, if necessary, make copies of books, records, papers, documents, data, or other physical or electronic information that relates to the business of Chester Grows, including original and duplicate financial data, sales data, shipping data, pricing data, and employee data.

Reports
In compliance with §1141.46(a), the Chief Executive Officer shall submit the following reports to the Department, on forms prescribed by the Department, at the end of the first 12-month period following issuance of its permit, and at the end of each 3-month period thereafter:

- The amount of medical marijuana sold by Chester Grows during the period for which the report is being submitted, in compliance with §1141.46(a)(1)(i);
- The per-dose price of an amount of medical marijuana sold by Chester Grows to a medical marijuana organization in a unit of measurement as determined by the Department, in compliance with §1141.46(a)(1)(ii);
- Any additional reports the Department may require to carry out its responsibilities, in compliance with §1141.46(d); and
- Any additional ongoing reporting of operational and financial information the Department may require, in a form and manner prescribed by the Department, in compliance with §1141.46(c).

All financial statements shall be kept in accordance with GAAP. Reports are provided under oath.

Facility Closure
If Chester Grows discontinues operations or if all medical marijuana is removed from Chester Grows’ site by state or federal authority, Chester Grows shall surrender its existing permit to the Department and act as required under §1141.43, in compliance with §1141.38(c).

ENVIRONMENTAL CONDITIONS
In compliance with §1151.27(j), Chester Grows shall install and maintain a system to continuously monitor, record, and regulate environmental conditions. Any irregularities in conditions or
malfunctions of environmental control equipment will be recorded in the batch or lot record for any component or medical marijuana product affected. Records will include:

EQUIPMENT MAINTENANCE

Equipment maintenance records shall be maintained for five years and shall be reviewed periodically by quality assurance personnel.

INVENTORY CONTROL RECORDS

Per §1151.39, Chester Grows shall implement an electronic seed-to-sale tracking system containing the requirements of 35 P.S. §10231.701 and prescribed and approved by the Department to log, verify, and monitor the receipt, use, and sale of seeds, immature medical marijuana plants, or medical marijuana plants, and the funds received for the sale of medical marijuana to a medical marijuana organization, coupled with regular physical inventory counts and reconciliation with the electronic inventory. Per §1151.30(a), Chester Grows shall maintain inventory data in its electronic tracking system (ETS) that includes an accounting of and an identifying tracking number for the following, at a minimum:
Inventory Reviews
A written or electronic record shall be created and maintained of each inventory review or comprehensive review that includes 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, in compliance with §1151.30(c).

Harvest Batch and Lot Records
A record shall be maintained for each harvest batch and lot that contains the following information:

Lot Records
Each process lot shall be identified with a unique identifier, in compliance with §1151.34(c). For each process lot, a record shall be kept that contains:
Materials Records

A record will be kept of each shipment of materials received that includes:

Packaging and Labeling Batch Records

Chester Grows shall obtain the prior written approval of the Department of the content of any label to be affixed to a medical marijuana package, in compliance with §1151.34(d). Chester Grows will prepare a packaging and/or labeling batch record for each packaging or labeling order assigned and
completed. When possible, the packaging and/or labeling batch record may be combined with the processing lot record. Packaging and/or labeling batch records will contain:

- Title and number of the appropriate packaging and/or labeling SOP;
- A complete record of the sampling of the packaging and/or labeling batch;
- Identity of the medical marijuana product;
- Lot number of the medical marijuana product;
- Packaging and/or labeling batch size;
- Identity and quantity of each component used during packaging and labeling;
- Date(s) on which and, where applicable, the time(s) at which each step labeling and/or packaging was performed;
- Identity of mechanical equipment used in the packaging and/or labeling batch;
- Statement of the actual yield and a statement regarding whether the actual yield is within the acceptable range of the theoretical yield at the end of packaging and/or labeling;
- Records of any labeling scrap or medical marijuana waste generated during packaging and/or labeling; and
- Identity of each person performing each process step in packaging and/or labeling.

**PLANT HEALTH AND PEST MANAGEMENT RECORDS**

Employees shall enter the results of each plant health and pest inspection in the batch record in the ETS, which will automatically maintain a log of all actions taken to detect pests or pathogens, and the measures taken for control, in compliance with §1151.27(c). Any pesticide or anti-pest treatment, including organic, chemical, and living organisms used to repel or destroy pests, will be recorded in the batch record as well as the individual plant record in the ETS. Chester Grows shall maintain a record of each application of a pesticide in the ETS, in compliance with §1151.43(c)(1). The record shall include the following information:
Pennsylvania Department of Health
Medical Marijuana Grower/Processor Permit Application

Plant Media and Nutrients
In compliance with §1151.27(d)(3), Chester Grows shall maintain records of the type and amounts of fertilizer and any growth additives used. For each scheduled application of a nutrient, fertilizer, or growth additive, the date, time, amount, and type(s) of product shall be recorded in the batch record in the ETS. Nutrient deficiencies and targeted nutrient applications shall be recorded in the batch record, along with the individual plant number(s) of the affected plant(s).

PRODUCT SAFETY AND SANITATION RECORDS
The ETS shall keep a record of all regular cleaning performed at the facility. Cleaning records shall contain, at a minimum:

QUALITY ASSURANCE RECORDS

Specifications Records
TRANSPORTATION RECORDS

Transport Manifests
Chester Grows shall generate a printed or electronic transport manifest to accompanies every delivery of medical marijuana, in compliance with §1151.36(a). Two copies of each transport manifest shall be placed in the transport vehicle before departure. One copy shall be left at the receiving site and the other shall be signed by the recipient of the medical marijuana described in the manifest and returned to the facility, in compliance with §1151.36(d). Chester Grows shall require each recipient of medical marijuana to provide the delivery team with a printed receipt for the medical marijuana received, per §1151.36(b).

Transport manifests will be stored at the facility in physical and/or electronic form for at least five years. If requested, Chester Grows shall provide a copy of any printed transport manifest and any printed receipts for medical marijuana transported 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, in compliance with §1151.36(e).

Discrepancies
If a member of the delivery team discovers that there is a discrepancy between the transport manifest and the medical marijuana products delivered, he or she will return all products in the delivery to Chester Grows’ facility immediately, where quality assurance personnel will initiate an investigation following Chester Grows’ diversion inspection protocol. A member of the management team shall submit a preliminary report of the investigation to the Department within seven days of discovering the discrepancy, in compliance with §1151.38(c)(3)(i). A member of the management team shall submit a final written report of the investigation to the Department within 30 days of discovering the discrepancy, in compliance with §1151.38(c)(3)(ii).

Transport Routes
An employee of Chester Grows shall notify the Department of its delivery schedule daily, 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, in compliance with §1151.35(g).

Reportable Events
Chester Grows shall immediately report 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, vehicle accidents, diversions, losses, or other reportable events that occur during transport or receipt of medical marijuana, in compliance with §1151.35(f). If an incident occurs a member of the delivery team shall report the accident to a member of the management team as soon as possible. Chester Grows will report any loss or theft of medical marijuana or medical
marijuana products to the Department and to local law enforcement immediately. If Chester Grows discovers evidence of, or reasonably suspects, a theft or diversion of medical marijuana or medical marijuana products during transport, Chester Grows shall immediately report its findings or suspicions 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 and to law enforcement, in compliance with §1151.38(b).

WASTE DISPOSAL RECORDS
A record shall be kept each time medical marijuana waste is rendered unusable and unrecognizable containing, at a minimum:

HUMAN RESOURCES RECORDS

PRODUCT CRISES RECORDS
In compliance with §1151.42(d)(6) and §1151.42(g), a member of the recall team shall enter information relevant to the recall into the ETS as part of the daily inventory, including:

- The total amount of recalled medical marijuana, including types, forms, harvest batches, harvest lots, and process lots, if applicable, per §1151.42(g)(1);
- The amount of recalled medical marijuana received by Chester Grows, including types, forms, harvest batches, harvest lots, and process lots, if applicable, by date and time, per §1151.42(g)(2);
- The total amount of recalled medical marijuana returned to Chester Grows, including types, forms, harvest batches, harvest lots, and process lots, if applicable, per §1151.42(g)(3);
- The names of the recall coordinators, per §1151.42(g)(4);
- From whom the recalled medical marijuana was received, per §1151.42(g)(5);
- The means of transport of the recalled medical marijuana, per §1151.42(g)(6);
- The reason for the recall, per §1151.42(g)(7);
The number of recalled samples or test samples, types, forms, harvest batches, harvest lots, and process lots, if applicable, sent to approved laboratories, the names and addresses of the approved laboratories, the dates of testing, and the results by sample or test sample, per §1151.42(g)(8);

- Per §1151.42(g)(9); the manner of disposal of the recalled medical marijuana, including:
  - The name of the individual overseeing the disposal of the recalled medical marijuana, per §1151.42(g)(9)(i);
  - The name of the disposal company, per §1151.42(g)(9)(ii);
  - The method of disposal, per §1151.42(g)(9)(iii);
  - The date of disposal, per §1151.42(g)(9)(iv);
  - The amount disposed of by types, forms, harvest batches, harvest lots, and process lots, if applicable, per §1151.42(g)(9)(v); and
  - Any other information required by the Department, per §1151.42(g)(10).

Reporting

If Chester Grows receives a report of an adverse event that may have been caused by one of Chester Grows’ medical marijuana products, it shall be reported immediately to the Department as well as the medical marijuana organizations and laboratories to whom the product was distributed. If, during an investigation of a reported complaint, return, or adverse event, quality assurance personnel determine that further action is not required, they shall notify the Department of the decision and, within 24 hours, submit a written report to the Department stating the rationale for not taking further action, in compliance with §1151.42(a)(2).

If Chester Grows initiates a voluntary recall for a reason that does not pose a risk to public health and safety, the Garden Manager shall notify the Department at the time the voluntary recall begins, in compliance with §1151.42(b)(2). If Chester Grows discovers that a condition relating to the medical marijuana grown or processed at its facility poses a risk to public health and safety, Chester Grows shall issue a mandatory recall and the Garden Manager or another member of the management shall immediately notify the Department by telephone, in compliance with §1151.42(c)(1).

SECURITY RECORDS

DOH REDACTED
Maintenance
Records of all inspections, servicing, alterations, and upgrades performed on security systems shall be retained at the facility for at least four years and shall be made available to the Department and its authorized agents within two business days following a request, in compliance with §1151.26(b)(3).

Facility Access
DOH REDACTED

DOH REDACTED

Theft and Diversion
DOH REDACTED

DOH REDACTED

WORKPLACE SAFETY RECORDKEEPING

DOH REDACTED

DOH REDACTED

TRAINING RECORDS
The Administrative Assistant will keep an attendance record of principals’ and employees’ completed training modules, their scores for each exam, and all on-the-job training. All training materials and attendance records shall be retained for a minimum of five years and shall be made available for inspection by the Department and its authorized agents upon request, in compliance with §1141.48(c).

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

**SECTION 23 – ORGANIZATIONAL STRUCTURE**

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### Part E – Applicant Organization, Ownership, Capital and Tax Status

(Scoring Method: 150 Points)

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<td>28 Pa. Code §1151.43(c)(1)(i)</td>
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<td>28 Pa. Code §1151.43(c)(2)</td>
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**SECTION 24 – BUSINESS HISTORY AND CAPACITY TO OPERATE**

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

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

SECTION 26 – 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:
# Pennsylvania Department of Health
Medical Marijuana Grower/Processor Permit Application

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

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B. FOR PARTNERSHIPS AND LLPs

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

C. OTHER PERSONS HOLDING AN INTEREST IN THE PROPOSED SITE OR FACILITY
LIST ANY OTHER PERSONS HOLDING AN INTEREST IN THE PROPOSED SITE OR FACILITY, THAT ARE OTHERWISE NOT DISCLOSED IN SECTIONS A OR B.

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 (CONT'D.) IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.

SECTION 27 – 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 THE ISSUANCE OF THE PERMIT:

[Redacted text]
SITE OR FACILITY (CONT'D) IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.

SECTION 27 – CAPITAL REQUIREMENTS

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]
Part F – Community Impact  
(Scoring Method: 100 Points)

**SECTION 28 – COMMUNITY IMPACT**

**PLEASE BE ADVISED, LETTERS OF RECOMMENDATION OR SUPPORT 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:

**Analysis of Social and Economic Conditions**

**Historic Summary**

Situated along the Delaware River, the City of Chester has been a locus of social and economic activity since its founding in 1644. Named by William Penn himself, Chester served as county seat until 1851.1 Over the next 50 years, Chester’s population boomed from 1,667 to 33,988 in 1900 and 66,039 in

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SITE OR FACILITY (CONTD.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.

SECTION 27 – 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 the issuance of the permit:**

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

Part F – Community Impact

(Scoring Method: 100 Points)

SECTION 28 – COMMUNITY IMPACT

**Please be advised, letters of recommendation or support 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:

*Analysis of Social and Economic Conditions*

*Historic Summary*

Situated along the Delaware River, the City of Chester has been a locus of social and economic activity since its founding in 1644. Named by William Penn himself, Chester served as county seat until 1851.1 Over the next 50 years, Chester’s population boomed from 1,667 to 33,988 in 1900 and 66,039 in 1950. Much of the 20th century growth occurred in the 1910s when World War I spurred a manufacturing boom, a sector that provided 62% of Chester’s jobs. World War II led to a second manufacturing boom. Numerous corporations operated in the city, producing textiles, paper, trains, tobacco products, ships, metal works, bricks, and cars, among other products. Up to the 1950s Chester had been home to diverse economic classes, but the growth of nearby suburbs lured Chester’s corporate managerial class out of the city. The newly constructed Interstate 95 cut off Chester from these suburbs, thus amplifying the segregation of the remaining working class and poor population, the supermajority of whom were African American and barred from entry into the suburbs by discriminatory housing and social policies and norms. This began Chester’s multi-decade economic decline—between 1969 and 1979, median household income fell from 113% of the national average to 70% and stood in 2010 at 57%.²

As factories closed and white residents exited in the 1970s and 1980s, Chester’s population declined by 50%. The remaining residents, many of them unemployed and poor, fell prey to a corrupt

---


political machine,\textsuperscript{3} which governed in racially discriminatory ways.\textsuperscript{4} A turning point occurred when public housing residents brought a case against the Chester Housing Authority (CHA) after the CHA attempted to evict African-American residents and demolish 100 units of needed housing. The case resulted in a unique takeover of the CHA by the federal government in 1994,\textsuperscript{5} the transformation of the CHA, and the reformation of city government.\textsuperscript{6} At the same time as residents were fighting for political voice, local corporations, frustrated by a seemingly dysfunctional city government, began to organize efforts for the city’s social and economic development. In the early 1990s, several major economic players (including PECO, Boeing, Scott Paper, Sun Ship and Oil and the Crozer Chester Hospital) established a Riverfront Development Corporation (RDC), which led to the formation of a public-private partnership, the Chester Economic Development Authority (CEDA), under a newly-elected mayor.\textsuperscript{7} Since this time, CEDA has succeeded in redeveloping Chester’s waterfront, supporting infrastructure and residential projects, and luring Harrah’s casino, a soccer stadium, and other projects to the city.

\textbf{Current Overview}

\textit{Local Jurisdiction}

There are many challenges to development in Chester. The city is sandwiched between the Delaware River and I-95, which effectively cuts it off from the rest of the county. Geographically isolated, it is home to many of the county’s most polluting factories and waste treatment centers. Downwind from one of the largest incinerators in the nation, Chester’s majority African-American residents have been disproportionately impacted by pollution. It has the highest percentage of low-weight births and blood-lead levels among children in Pennsylvania and mortality and lung cancer rates that are 60% higher than the surrounding county.\textsuperscript{8} The development projects that have occurred are concentrated alongside the waterfront, which is separated from downtown Chester (where the majority of residents live) by Route 291.

Since the mid-1990s, Chester has been one of Pennsylvania’s poorest cities. In 2015, 35\% of the population lived in poverty compared to 15\% nationally. Over 18\% of the population lives in extreme poverty with household incomes of less than $10,000. Only 12\% of the population has completed college and Chester is home to some of the lowest ranking schools in the state. Only 37\% own their homes, almost half the national average. When residents do own homes they are only valued at a quarter of the county’s average.\textsuperscript{9}

\begin{itemize}
\item\textsuperscript{5} ibid.
\item\textsuperscript{6} Waltzer J. (2015) The fight to bring Chester back from the brink. Mainline Today. June. Accessed 2-17-17:  
\item\textsuperscript{8} \url{https://blogs.swarthmore.edu/ChesterDigital/?page_id=998}
\item\textsuperscript{9} Data USA. 2017. Chester, PA. Accessed March 15, 2017 at: \url{https://datausa.io/profile/geo/chester-pa/}
\end{itemize}
These depressed economic and social dynamics have enabled violence and criminality. Chester has one of the highest violent crime rates in the country—nearly five times the national rate. A person is 13 times more likely to be murdered in Chester than in an average US locale. Crime is highly concentrated, with crimes per square mile occurring at eight times the national average.\(^{10}\) In 2014, Chester had the highest murder rate in Pennsylvania—over two times higher than the 2\(^{nd}\) most murderous locale,\(^{11}\) partially due to the high amount of gang activity in Chester. Property crimes are above average and a person is 70% more likely to be arrested for a drug violation in Chester than in the rest of the state, making Chester one of the most policed areas of Delaware County.

Since the 1990s, Chester has succeeded in luring a substantial amount of investment to the city through CEDA as well as numerous economic development programs such as the Keystone Opportunity Zone (KOZ) designation, the Local Economic Revitalization Tax Assistance Act (LERTA), the Historically Underutilized Business Zone program (HUBZone), a small business loan program, and a Façade Improvement Program.\(^{12}\) While these programs have undoubtedly brought in important investments and infrastructural improvements, the programs have been criticized for being ineffective at lifting up local populations.\(^{13}\) The attractions (casino, stadium, racetrack, etc.) cater mostly to consumers from surrounding areas, who often have little relationship to Chester’s struggling downtown. While these developments bring in tax revenue, they have not brought much in the way of employment for local residents. Even basic amenities, like a grocery store, have been hard to establish in Chester, whose population can scarcely sustain such a business. Chester remains a veritable food desert in the First Congressional District, which is itself the 2\(^{nd}\) “hungriest” district in the US.\(^{14}\)

Despite all of this, Chester continues to reinvent itself in the new postindustrial economy. Chester Housing Authority now successfully oversees thousands of residences, numerous properties are being rebabeled by local developers and agencies, a community center and a food mart have been built, the city has launched a green urbanization plan, and numerous expansions and infrastructural projects are currently underway.\(^{15}\) Crime has been dropping in recent years, schools have been slowly improving, an effort to lure artists to downtown has injected a new energy, and job training programs have been preparing youth and residents for local jobs in healthcare and the service industry.

\textit{County, Surrounding Jurisdictions, and Region}

Delaware County—home to the City of Chester—is above average on many economic indices. County residents earn 20% more than the national and state average and nearly twice the amount of

\(^{10}\) https://www.neighborhoodscout.com/pa/chester/crime/


\(^{13}\) Mele 2012; Robinson 2017; Sicotte 2016.


\(^{15}\) Waltzer 2015.
Chester residents (Chester average=$27,365; County average=$53,600). Their properties are worth over 300% more than Chester properties and 30% more than the national average with an above-average homeownership rate almost double that of Chester. This economic and geographic divide is racial—over 70% of Chester is African-American while African-Americans only comprise only 18% of the surrounding county population.

Although Delaware County is relatively affluent, it ranks the 4th most likely place in Pennsylvania to be arrested for marijuana possession in absolute numbers, thus accounting for much more than its share of marijuana arrests in the state. In fact, the county as a whole has the third highest crime rate in the state, behind the counties containing Philadelphia and Pittsburgh. In terms of public health indicators, Delaware County has been hit hard by HIV (it has the 3rd highest rate in the state) and drug overdoses (it ranks 6th highest in Pennsylvania).

Immediately surrounding Chester are the boroughs of Upland, Eddystone, and Trainer, which have significantly smaller populations than Chester. In contrast to Chester, Eddystone, Upland and Trainer are significantly more white (95%, 78%, 80% respectively) and all have higher household incomes.

Chester is part of the Philadelphia-Camden-Wilmington metropolitan area and, as one of the most southerly points in Pennsylvania on the Delaware River, its proximity to both Philadelphia and easy access to the Atlantic Ocean, have made it an important industrial and waste-processing center. It is directly located off of I-95 and is connected to New Jersey via the Commodore Barry Bridge. Located in Pennsylvania’s most densely-populated region, Chester is strategically located for commercial markets.

Identified Needs and Concerns

Economic

The City of Chester has been severely impacted by decades of deindustrialization, the adverse consequences of white flight, and the ongoing effects of environmental pollution and poverty. The population has fallen by nearly 50% since its peak in the mid-twentieth century and the remaining population is predominantly African American (75%) and impoverished (35% live under the poverty line). As explained above, efforts to redevelop have been successful in their spheres of impact but have yet to raise the standard of living for the local population. Well-paying jobs for the local population are sorely needed as are the tax revenues that such employment and commerce would bring.

Chester Grows would provide up to 100 jobs for local residents of well-paying jobs that would not only benefit the individual employees but their families, the businesses they frequent, and the taxes they pay. Chester Grows has signed a living wage, which will help to ensure workplace protections, living wages, and good working conditions. Further, Chester Grows would significantly add to the revenue of Chester by contributing 15% of gross revenues to a for improvement of built infrastructure in the facility’s immediate area. Finally, Chester Grows will annually contribute 500 and 600 of volunteer time to the City of Chester for

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16 Data USA 2017.


18 ibid.
community events and outreach, focusing on food insecurity issues. The benefit the community would see will not only be measured in dollars but in human capital and skills development of employees and the growth of much-needed city services.

Public Health
Chester residents have been severely impacted by Chester’s history of environmental pollution, which are correlated with elevated lung cancer risks and mortality rates, both of which are 60% higher than surrounding areas, as well as low-birth weights and blood-lead levels among children, both of which are the highest in Pennsylvania. Combined with the public health impacts of poverty and endemic violent crime (Chester is one of the most violent places in the country), public health is a major area of concern. For many residents dealing with chronic illnesses and conditions associated with physical injuries, poverty, and environmental factors, medical marijuana may be an important palliative, which not only addresses physical health but also, by providing jobs, income, benefits, and tax revenue, stands to enhance public health by addressing fundamental issues associated with poverty, lack of economic opportunity, and underfunded government.

Chester Grows will provide these jobs, develop skills, and, as one more solid job producer in the city, help to transform the quality of residential and commercial life. Additionally, Chester Grows will contribute some portion of the [redacted] community fund to substance abuse education on responsible marijuana use in addition to its focus on food insecurity. We will also partner with the [redacted] (see below) to research the effects of medical marijuana on sickle-cell anemia, a condition that disproportionately affects African-American people. Finally, Chester Grows will help to address the ecology of food insecurity through its annual community contribution of [redacted] and numerous hours of volunteer time.

Safety
Despite the best efforts of city government, criminal activity has persisted for many decades, earning Chester a reputation as one of the most violent and crime-ridden cities in Pennsylvania, as detailed in the overview above. Nonprofits and government programs have aimed to reduce the disparities and social decimation that foster crime but these efforts have only had limited impact. In a county that accounts for a significant amount of Pennsylvania’s marijuana arrests (it ranks as the 4th most likely place to be arrested for marijuana possession), the transformation of marijuana from a criminal to a medical enterprise may have a moderating effect on the drug trade in the city—a trade that has been a significant driver not only of crime but of gang activity. As a medical marijuana business, Chester Grows will help to alleviate some of the criminalizing stigma that has surrounded marijuana. Chester Grows will also contribute to the regulation and control of a substance that has been a key driver of criminal and gang activity and take away market share from unregulated, illicit commercial actors.

Social
Downtown Chester is in need of social revitalization. Recent years have seen some efforts at redevelopment, with several new businesses opening, but the city (excluding the redeveloped waterfront area) has yet to develop a vibrant social infrastructure that approaches its industrial-era heyday. A higher density of businesses and employment centers will enhance the city, stabilize its communities, help to address the physical blight that mars much of the city, and address some of the factors that contribute to crime and social deterioration. Chester Grows is pleased to be one such business that encourages more stable jobs, more money for residential and commercial reinvestment in the community, and a developer of human capital for a city in need of post-industrial reinvention.
Projected Economic Contributions

A marijuana growing facility in Chester will contribute a significant amount of jobs and tax revenue to the city, which itself has been designated by Pennsylvania as a distressed zone (i.e., high poverty, unemployment, housing deterioration, and population loss). Chester Grows projects the following employment levels:

- Year 1
- Year 3
- Year 5

We also estimate the following gross revenues:

- Year 1
- Year 2
- Year 3
- Year 4

Chester Grows, LLC, will also contribute [redacted] in non-profit contributions to the Chester community. Finally, Chester Grows will contribute [redacted] of its gross revenues annually to [redacted], thus allowing the city to allocate the money to any budget item it urgently needs.

The jobs we produce will also have a diverse profile, thus contributing to the diversification of Chester’s workforce. The workforce will be comprised of:

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<td>Management/Administration</td>
<td>[redacted]</td>
</tr>
<tr>
<td>Transport</td>
<td>[redacted]</td>
</tr>
</tbody>
</table>

Health Impact

Chester Grows will be partnering with [redacted] and [redacted] to build and operate a community-based farm and provide warehouse space for local food pantries. The effort is aimed at addressing the issue of food insecurity in Chester. Chester’s congressional district has been rated as the country’s second hungriest district as well as the poorest district in Pennsylvania and one of the top 10 most impoverished in the nation.19 A 2010 study, which was developed by the US Department of Agriculture and conducted by Philabundance, found that 24% of Chester residents, or over 8,000 people, are very food insecure, a designation that indicates a persistent disruption of eating patterns and reduced food intake. This rate is nearly 6 times the average of Pennsylvania as a whole. Nearly 45% of

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Chester is food insecure, meaning that they do not have access to quality, varied, or desirable foods, a designation that often leads to unhealthy consumption and obesity related illnesses. This rate is nearly 4 times the rate of Pennsylvania as a whole. Finally, 54% of Chester residents report that they do not have healthy food access points within range of their homes, leading many to choose less nutritious options even if they have money to afford better options. Recent efforts by local advocates have resulted in the opening of a non-profit grocery store—the only in the city—but only after nearly every other outlet for fresh fruits and vegetables in Chester had closed. As one significant node in a broader web of organizations and food programs in Chester, we plan to coordinate our efforts with the , which convenes and coordinates the efforts of wellness efforts in the , and the , which coordinates food assistance to at-risk families in Delaware County. Through these partnerships we will ensure that our efforts are effective, needed, and coordinated with the broader landscape of organizations addressing food insecurity. In particular we intend to work through the and to establish relationships with the important services provided by Chester-based organizations including the , which provides food and nutrition and life skills workshops in Chester, the , and the .

Finally, the Chester Grows facility will also have an indirect impact on the local health profile of residents by: 1) supporting employees and their families through the creation of well-paying jobs with health benefits; 2) adding to a growing density of commercial enterprises in Chester, which helps to address an urban ecology of disinvestment, blight, and impoverishment; and 3) as a generator of significant economic value, the facility will contribute to public coffers and help to fund vital health-related programs among other critically-needed public programs.

Host Agreement

Chester Grows has come to an agreement with the City of Chester on a “Development and Operating Agreement” on the Cultivation Facility. This agreement states that Chester Grows and its DBA Pennsylvania Grown Medicine (PGM) will complete this application and notify the city of its final disposition. The city may pass a licensing requirement to operate the cultivation facility but this requirement will not abridge the agreement. The terms of this agreement stipulate that:

- the facility will be permitted to open and operate by the city;
- the cultivator will invest in improvements into the building and will open within a year of receiving the license;
- the facility will not be identifiable as a cultivation facility, will adhere to local building and


21 Pirro 2016.
landscaping standards, will be surrounded by an eight foot fence, will have a gated
driveway and secure loading docks, will contain odors, will cease operation if the license is
terminated by Pennsylvania or federal government, and will be exempted from any
subdivision and land development ordinances passed after the date of the agreement for
two years;

- Chester Grows will recruit qualified local personnel and contracting businesses for
  construction and operation;
- Chester Grows will design and implement a comprehensive security plan to be reviewed by
  the city’s police department, which will include a video feed to state and local police, on-
site security personnel, and sprinkler and fire alarm systems; and
- provisions on the agreement’s termination, amendment, severability, renewal, extension,
  and subjection to applicable law.

Significantly, under the Host Agreement, Chester Grows agrees to pay:

Research Commitment

Following receipt of a permit, Chester Grows will collaborate with the Lambert Center for the
Study of Medicinal Cannabis and Hemp at the Institute of Emerging Health Professions at Thomas Jefferson
University to conduct a study on medical marijuana and sickle cell anemia. Founded in 2016 shortly after
the passage of medical cannabis legislation in Pennsylvania, the Lambert Center aims to provide expert,
unbiased information to clinicians and patients, conduct research, and provide support for the
development of medical cannabis infrastructure. It is the first major effort of a health sciences university in
the United States to provide a comprehensive academic resource for medicinal cannabis.

Pennsylvania is one of only handful of states that includes sickle cell anemia among the qualifying
conditions for treatment with marijuana in its medical marijuana legislation. While there is no suggestion
that cannabinoids may impact the cause or natural history of sickle cell disease, its potential impact as an
analgesic could have several benefits, including (1) better pain control in patients with frequent painful
crises, (2) reduction in opioid use, (3) reduction in unscheduled visits for care, especially to emergency
departments, and (4) overall improved quality of life (QoL).

Proposed study design is identification and enrollment of at least fifty (50) sickle cell patients in the
geographic area of interest who report at least twelve (12) unscheduled visits (ED or urgent clinic) in the
preceding twelve (12) months and who plan to seek a physician’s recommendation for medical cannabis
therapy. These patients will be followed for at least six (6) months prior to enrollment in PA’s MMJ
program, and then for at least twelve (12) months after enrollment. We have reached out to ChesPenn, a
key community health services provider in Chester, to identify and enroll patients in this program.

Before-and-after metrics to be studied include (1) number of unscheduled visits, (2) number of fills
and refills of opioid prescriptions, (3) employment status and attendance at work, (4) standardized QoL
assays, (5) specific MMJ prep/s used, (6) additional use of MJ outside the official program, and (7) satisfaction with MMJ therapy, including identification of any adverse effects.

Chester Grows will dedicate [redacted] to this research effort. This sum includes [redacted] for a caseworker, who will gather data on 60 medical cannabis sickle cell patients, as well as a number of other items including the development of data instruments, database, and analysis, and provisions for interviewees.

We anticipate this type of research will hold potential benefits for the 60 enrolled patients in terms of improved health outcomes. If this research indicates that marijuana has important effects on sickle cell anemia, it will hold benefit for all individuals living with the condition in Chester, Pennsylvania, and beyond, particularly for African Americans and African people disproportionately affected by the condition.

To date, very little research has been conducted on the potential advantageous effects of cannabis on sickle cell anemia and Pennsylvania’s medical cannabis law provides a very important opportunity to advance research in this field.

Outcomes Tracking

The Chief Officer of Chester Grows will oversee the tracking of outcomes from the elements listed above, including:
- Progress and results from food insecurity programs (e.g. produce grown, warehoused, distributed);
- Number of and attendance at substance use education sessions;
- Number of employee volunteer service hours logged;
- Progress and results from sickle-cell anemia study (e.g. enrollment, analysis deadlines, publication)
- Number and characterization of community partnerships.

The Chief Officer will track outcome data by conferring with stakeholders and will report results back to the Pennsylvania Department of Health and the City of Chester and public-at-large upon request.

Local NPO Commitments

Chester Grows has received a commitment from the Episcopal Community Service of Philadelphia (ECS), a 146-year old faith based social service agency in the five county Philadelphia metropolitan region that focuses on addressing intergenerational poverty. Chester Grows will work with Metropolis Farms, a close partner of ECS, which builds and operates community based farms. Chester Grows imagines the provision of significant warehouse space [redacted] to Metropolis as well as the operation of a vertical indoor farm. The effort would provide [redacted] jobs to individuals in the community and a source of consistent fresh food products to local efforts aimed at addressing food insecurity in Chester.

Substance Abuse Prevention Efforts

Chester Grows will partner with Chester-based substance abuse prevention programs endorsed by the State of Pennsylvania Department of Alcohol and Drug Programs and Delaware County’s Single County Authority (SCA’s) to address local drug abuse problems. We will work through these organizations to conduct educational sessions on the responsible use of medical marijuana, the signs of Cannabis Use Disorder (CUD), and modes of and access points to treatment for CUD.

In particular, Chester Grows has identified the following local substance abuse organizations to whom we will conduct outreach upon receipt of the license:
- Empowerment Resurrection Center of Chester, a drug and alcohol addiction assistance and rehabilitation organization that runs an out-patient center;
● Crozer-Keystone Health System Recovery Center’s Substance Abuse Counseling Services and First Steps Treatment Center in Chester;
● Holcomb Behavioral Health Systems in Media, PA, which provides comprehensive services and support for people dealing with substance abuse and co-occurring disorders.

Chester Grows will take significant measures to prevent distribution of marijuana products to minors, diversion to illegal markets, use of marijuana while driving, and other community health consequences. We will package products in child-resistant packaging with warning labels, instructions, and dosage indications. Our products will only be purchased in licensed dispensaries. We will provide current and updated substance abuse prevention and treatment information to employees, including all pertinent information on medical marijuana laws, medical guidelines, methods to prevent impaired driving, signs of abuse, and linkages to local resources.

**Employee Service Program**

Chester Grows will seek to partner with or establish a local Business or Corporate Volunteer Council with active community partners, which we will do in consultation with Widener University and their community program under the Carnegie Foundation Community Engagement Classification. This Council will provide guidance and input on community needs and aims. Employees of Chester Grows will be consulted to focus their volunteer attentions on an issue or need that they feel particularly moved by or skilled at addressing. We will encourage participation through paid time for volunteer hours, flexible scheduling, and additional training opportunities for volunteers. We will also offer incentives like rewards for volunteer teams and appreciation events for volunteers as a whole.
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.
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 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.
Limited Liability Company Agreement of
PENNSYLVANIA GROWN MEDICINE, LLC,
a Limited Liability Company

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for PENNSYLVANIA GROWN MEDICINE, LLC, a member managed limited liability company (the "Company") formed under and pursuant to Pennsylvania law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Pennsylvania law absent such a provision, this Agreement, to the extent permitted under Pennsylvania law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

[Redacted]

Or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. If required, the Company can identify and/or update any registered office, registered agent, or both, upon filing a statement with the Pennsylvania Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose: Pennsylvania Grown Medicine, LLC will grow and or process Medical Marijuana according to the laws and regulations of the Commonwealth of Pennsylvania.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Pennsylvania law.

C. Duration. The Company's term shall commence upon the filing of Articles of Organization and all other such necessary materials with the Commonwealth of Pennsylvania. The Company will operate until terminated as outlined in this Agreement unless:

1. The Members vote unanimously to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Pennsylvania law;

3. It becomes unlawful for either the Members or the Company to continue in business as understood under the Laws of The Commonwealth of Pennsylvania;

4. A judicial decree is entered that dissolves the Company; or

5. Any other event results in the dissolution of the Company under federal or Pennsylvania law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

FOUNDING MEMBERS CLASS

MANAGING MEMBERS CLASS

B. Intentionally blank.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Pennsylvania law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company. No Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.

D. Membership Classes. Membership of the Company shall be divided into two classes, a general member class (“Managing Member Class”) and a limited member class (“Founding Member Class”). The Managing Member Class shall elect an Executive Managing Member
(“EMM”) from within the Managing Member Class and according to ownership interest and without recusal. The Managing Member Class may receive a percentage priority preferred return of income that is contingent on the profitability of the Company but may not be a fixed or guaranteed amount. The Founding Member Class has no management role.

E. Withdrawal, Death or Divorce of a Member. Should a Member die, divorce, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest and distributed proportionately among the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 60 days to decide if they want to buy the Membership Interest together and disperse it proportionately. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III(F) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is dissolved or terminated.

F. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal.

1. Entire transfer. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. Partial transfer. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
3. **No voting rights.** Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

4. **Change in control/Change in Ownership.** This section shall be read to comport with and include any compliance requirements relating to “Change in control” and/or “Change in Ownership” as defined by any applicable regulations issued by the Pennsylvania Department of Health or any other government body or agency with concurrent jurisdiction over the Company.

G. **Member Voting.**

1. **Voting power.** The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

2. **Proxies.** At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

3. **Deadlock.** In the event that Members are unable to decide a matter by unanimous vote when required by this Agreement the following protocols shall be employed to break any deadlock in sequential order:

   i. **Written Memo and Cooling-Off Period.** Under this provision each Member is required to draft and submit a one-page memo to all Members explaining that Member’s position and/or why its proposed action should be taken within five (5) days of the initial deadlock. During this time period, all Members should respect a cooling off period whereby each Member provides the other Members with the space required to reassess their own position and those of all Members. All Members shall have three (3) days following the expiration of the five (5) day drafting period to review the memos of all Members. On the next business day following the three (3) day review period all Members shall vote again in an attempt to resolve the deadlock.

   ii. **Mediation and Arbitration.** If the protocols set forth in paragraph G(3)(i) above fail to resolve a deadlock then the Members shall submit to mediation conducted by a neutral third party. If the Members are unable to select a neutral third party as a mediator then the Members shall submit to arbitration and accept an arbitrator chosen by the local chapter of the American Arbitration Association. In the event of arbitration, the prevailing Member, or Members, shall be entitled to costs and reasonable attorney’s fees.

H. **Duties of the Members.** The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:
1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;

9. Allocate fairly and reasonably any overhead for shared office space;

10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

11. Correct any known misunderstanding regarding its separate identity;

12. Maintain adequate capital in light of its contemplated business purposes;

13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Pennsylvania limited liability company formalities;

14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;

15. Not require any obligations or securities of the Members; and

16. Observe all other limited liability formalities.
Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

I. Fiduciary Duties of the Members.

1. **Loyalty and Care.** Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Pennsylvania.

2. **Competition with the Company.** The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required. Notwithstanding anything to the contrary in this paragraph all members stipulate and agree that: a) __________ may provide substantially similar services (“Services”) as outlined in detail in the agreement (________) attached hereto as Exhibit A and incorporated by reference herein, to any entity outside of the Commonwealth of Pennsylvania; b) __________ may provide Services to any other similarly situated entity or entities as Company within the Commonwealth of Pennsylvania if, and only if, such provision of Services promotes the success and viability of Company, as determined by a majority vote of the Members for which the approval shall not be unreasonably withheld; c) Under no circumstances shall __________ provide any services to any entity within a 1-mile radius of Company’s retail operation.

3. **Duties Only to the Company.** The Member’s fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.

4. **Reliance on Reports.** In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.

ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.

iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.
J. **Waiver of Partition: Nature of Interest.** Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member 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. No Member shall have any interest in any specific assets of the Company.

K. **Compensation of Members.** The Members shall have the authority to fix the percentage compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members. No such payment shall preclude any Managing Member Class Member from serving the Company in any other capacity and receiving compensation therefor in the form of an unfixed management or sales fee contingent on the profitability of the LLC.

L. **Executive Managing Member.** No Member, other than the Executive Managing Member (“EMM”), shall act as agents of the Company for the purpose of conducting its business including: the signing and/or execution of any instrument in the Company's name; the binding of the Company to any agreement or obligation of any kind; the holding out of any Member, other than the “EMM”), as having actual authority to sign and/or execute any instruments in the Company’s name, or bind the Company to any agreement or obligation of any kind without the express written consent of the EMM. Any Member, irrespective of membership class, in violation of this paragraph shall be in material breach of this Agreement. All members stipulate and agree that [Redacted] is the Executive Managing Member. Notwithstanding anything to the contrary herein, the EMM shall have the authority to hire and fire all consultants and outside service providers reasonably necessary to effectuate the purpose and function of the Company.

M. **Operator.** All Members agree and stipulate that [Redacted] shall serve as the Operator of the Company and will directly oversee or manage the day-to-day business functions for Company and has the ability to direct employee activities onsite and offsite or within a facility for which a permit is sought or has been issued. In exchange for its work on behalf of the Company as its Operator, [Redacted] has been allocated an equity interest of 7.5%. The scope of services provided are outlined in detail in the agreement (Agreement) attached hereto as Exhibit A and incorporated by reference herein. Upon achieving the following, the Company shall increase the membership interest of District Growers as indicated below. [Redacted] increased membership interest shall be sourced in a pro-rata fashion from all other Members.

<table>
<thead>
<tr>
<th>Starting Equity</th>
<th>Promoting Event</th>
<th>Equity Increase</th>
<th>Post Event Total Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.5%</td>
<td>EBITDA &gt; 0</td>
<td>+5.0%</td>
<td>12.5%</td>
</tr>
<tr>
<td>12.5%</td>
<td>EBITDA &gt; $1,000,000</td>
<td>+2.5%</td>
<td>17.5%</td>
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</tbody>
</table>
Note: EBITDA shall be calculated free of extraordinary expenses not customary for businesses of this type and free of capital expenditures greater than $25,000 that may be expensed.

| 17.5% | EBITDA> $2,000,000 | +2.5% | 20% |

IV. **Accounting and Distributions.**
A. **Fiscal Year.** The Company's fiscal year shall end on the last day of December.

B. **Records.** All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. **Distributions.** Distributions shall be issued on a quarterly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. **Tax Treatment Election.**
The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation at any time.

VI. **Dissolution.**
A. **Limits on Dissolution.** The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. **Winding Up.** Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
C. **Distributions in Kind.** Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. **Termination.** 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 under this Agreement and (ii) the Company's registration with the Commonwealth of Pennsylvania shall have been canceled in the manner required by Pennsylvania law.

E. **Accounting.** Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. **Limitations on Payments Made in Dissolution.** Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. **Notice to Pennsylvania Authorities.** Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Pennsylvania and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

H. **Operator Intellectual Property.** Intellectual property introduced or utilized by the Operating Member shall remain the property of the Operating Member. Such intellectual property shall include but shall not be limited to those items listed in the SCHEDULE OF INTELLECTUAL PROPERTY OF THE OPERATOR attached hereto as Exhibit B and incorporated by reference herein, as, from time to time, amended. Further, the Operator Intellectual Property shall be utilized by the Company as needed in the normal course of business and shall not be utilized in the operation of other companies, affiliates or cannabis industry entities owned, operated or controlled by the Members, individually or collectively, of this Agreement.

VII. **Exculpation and Indemnification.**

A. No Member, employee, operator, or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim
incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person 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, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law. Irrespective of anything to the contrary in this paragraph, if an applicable law
requires the Company to purchase insurance, then the Company must purchase any mandated
types of insurance at the required coverage levels.

IX. **Settling Disputes.**
Except as provided for in Section F above, pertaining to Member voting, all Members
agree to enter into mediation before filing suit against any other Member or the Company for any
dispute arising from this Agreement or Company. Members agree to attend two sessions of
mediation before filing suit. If any Member does not attend mediation, or the dispute is not
settled after two session of mediation, the Members are free to file suit. Any law suits will be
under the jurisdiction of the Commonwealth of Pennsylvania

X. **Advisory Panel/Board**
The Company shall have the power to appoint individuals or entities to an Advisory
Panel/Board to be composed of experts in a variety of fields to assist in advising the Company of
best practices relating to Medical Marijuana. The Advisory Panel shall not have any voting rights
and should not be construed in any way as managing or directing the Company. It shall be up to
the Company to determine whether any individual serving on the Advisory Panel is to receive
compensation. Operator shall have the right to appoint 1 Advisory Panel/Board member for
every 10 Advisory Panel/Board members.

XI. **General Provisions.**
A. **Notices.** All notices, offers or other communications required or permitted to be given
pursuant to this Agreement shall be in writing and may be personally served or sent by United
States mail and shall be deemed to have been given when delivered in person or three (3)
business days after deposit in United States mail, registered or certified, postage prepaid, and
properly addressed, by or to the appropriate party.

B. **Number of Days.** In computing the number of days (other than business days) for
purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and
holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday
or holiday on which national banks are or may elect to be closed, then the final day shall be
deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. **Execution of Counterparts.** This Agreement may be executed in any number of
counterparts, each of which shall be an original, and all of which shall together constitute one
and the same instrument.

D. **Severability.** The provisions of this Agreement are independent of and separable from
each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of
the fact that for any reason any other or others of them may be invalid or unenforceable in whole
or in part.

E. **Headings.** The Article and Section headings in this Agreement are for convenience and
they form no part of this Agreement and shall not affect its interpretation.
Signature: [signature]
Date

Signature: [signature]
Date

Signature: [signature]
Date

MANAGING MEMBERS
Signature: [signature]
Date

Signature: [signature]
Date

Signature: [signature]
Date

Signature: [signature]
Date

Signature: [signature]
Date
F. **Controlling Law.** This Agreement shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflicts of law principles thereof) and in particular any rules and regulations issued by the Pennsylvania Department of Health or other government body or agency with concurrent jurisdiction over the Company.

G. **Application of Pennsylvania Law.** Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Pennsylvania law.

H. **Amendment.** This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Pennsylvania law.

I. **Entire Agreement.** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of ________________.

**FOUNDING MEMBERS**

Signature:  

Signature:  

Signature:  

Signature:  

PA_GROWN_CLEAN COPY_03022017
MANAGING MEMBERS

Signature:

Signature:
H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Pennsylvania law.

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IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of ___________.

FOUNDING MEMBERS

Signature:

Signature:

Signature:

Signature:
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IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of ________________.

**FOUNDING MEMBERS**

Signature:

Signature:

Signature:

Signature:
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I. **Entire Agreement.** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of ____________________.

FOUNDING MEMBERS

Signature:

Signature:

Signature:

Signature:
F. **Controlling Law.** This Agreement shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflicts of law principles thereof) and in particular any rules and regulations issued by the Pennsylvania Department of Health or other government body or agency with concurrent jurisdiction over the Company.

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I. **Entire Agreement.** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of _________________.

**FOUNDING MEMBERS**

Signature:

Signature:

Signature:

Signature:
EXHIBIT B

SCHEDULE OF INTELLECTUAL PROPERTY OF THE OPERATOR

The intellectual property of the operator shall include but shall not be limited to the following:

1. Operating Processes, Procedures, and Methodologies as documented in the Operating Procedures of companies, entities or affiliates of the Operating Member. This section shall withstand minor modifications to those operating procedures envisioned herein.
2. Strain genetics in use in other operations currently or previously of the Operating Member prior to this Operating Agreement as amended.
3. Product brands in use in other operations currently or previously of the Operating Member prior to this Operating Agreement as amended.
4. Product formulas in use in other operations currently or previously of the Operating Member prior to this Operating Agreement as amended.
OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") made and entered into this day of October, 2016, by and between [REDACTED] the principal address for which is [REDACTED] hereinafter referred to as "Seller", and [REDACTED] the principal address for which is [REDACTED] hereinafter referred to as "Purchaser":

WITNESSETH:

WHEREAS, Seller is the fee simple owner of property in the City of Chester, Delaware County, Pennsylvania known generally as [REDACTED] consisting of approximately eight (8) acres with various improvements shown as Exhibit "B", being Folio Numbers 49-11-00433-00 and 49-11-00479-00, together with all appurtenances attendant thereto to the real estate (all of which are referred to herein as the "Premises");

WHEREAS, Seller represents and warrants that the person(s) executing this Option Agreement has the authority to bind the Seller to the terms hereof;

WHEREAS, to the best of Seller’s knowledge, information and belief, the portion of the Premises identified for tax purposes as Folio Number 49-11-00433-00 is located in the LIC-Light Industrial/Commercial Zoning District of the City of Chester, Delaware County;

WHEREAS, to the best of Seller’s knowledge, information and belief, the portion of the Premises identified for tax purposes as Folio Number 49-11-00479-00 is located in the R-3 – Medium Density Residential Zoning District of the City of Chester, Delaware County; and

WHEREAS, Purchaser desires to procure an option to purchase the Premises and Seller desires to grant an option to purchase the Premises, upon the terms and provisions as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the
following meanings:

(a) "Agreement of Sale" shall mean the Agreement of Sale to be attached hereto as Exhibit "A."

(b) "Delivery Date" shall mean the date upon which Seller delivers to Purchaser a copy of the following documents which are currently in Seller's possession (collectively, the "Documents"):

(i) letter from [redacted] to [redacted] dated July 25, 2008;
(ii) proposed Termination of Right of Way;
(iii) drawing dated September 21, 1911 and last revised on October 19, 1939;
(iv) letter from [redacted] to [redacted] dated September 19, 1979;
(v) City of Chester Ordinance No. 1, 1981;
(vi) letter from [redacted] to [redacted] dated September 22, 2009;
(vii) Plan of Property For [redacted] dated December 12, 1978;

and

(viii) Fire Protection Plan dated October 11, 1911 and revised on November 2, 1911.

Seller shall also deliver to Purchaser on the Delivery Date an executed Agreement of Sale to be held in escrow by Purchaser in accordance with the provisions of this Agreement. The parties shall document the Delivery Date in writing.

(c) "Effective Date" shall mean the day upon which the last party to this Agreement shall duly execute this Agreement.

(d) "Option Exercise Date" shall mean that date, within the Option Term or any Option Extension Term, upon which the Purchaser shall deliver its written notice to Seller exercising its Option (defined at Section 2 below) to purchase the Premises.

(e) "Option Fees" shall mean the fees to be paid by Purchaser to Seller for the Option, payable as follows:

(i) During the Initial Option Term and any Option Extension Term -- Beginning on the first day of the month following the expiration of the Due Diligence Period (defined herein), but only if this Option Agreement is not terminated on or before the last day of
the Due Diligence Period, and continuing on the first day of each month thereafter during the Initial Option Term and any Option Extension Term, Six Thousand Dollars ($6,000.00). If the Purchaser exercises the Option, all Option Fees paid during the Initial Option Term or any Option Extension Term shall be credited towards the Purchase Price at closing on the conveyance of the Premises.

(ii) During the Option Extension Term -- Twenty Thousand Dollars ($20,000.00) on the first day of the Option Extension Term. If the Purchaser exercises the Option, the Option Fee paid for the Option Extension Term shall be credited towards the Purchase Price at closing on the conveyance of the Premises.

(iii) After the Option Exercise Date -- No Option Fees shall be charged for any period after the Option Exercise Date.

(f) "Option Term" shall mean and include that period of time commencing immediately after the last day of the Due Diligence Period and ending on the date which is eighteen (18) months after the end of the Due Diligence Period (the "Initial Option Term") or the end of the Option Extension Term if Purchaser elects to exercise its right to extend the Option Term as set forth in Paragraph 5(a) herein.

(g) "Option Extension Term" shall mean the six (6) month extension period which, if exercised by Purchaser in accordance with the provisions of this Agreement, will adjust the expiration date of the Option Term to six (6) months after the last day of the Initial Option Term.

2. GRANT OF OPTION. For and in consideration of the Option Fees payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and option ("Option") to purchase the Premises for Eight Hundred Twenty-Five Thousand Dollars ($825,000.00) (the "Purchase Price") upon the terms and conditions as set forth herein and in the Agreement of Sale. Within ten (10) business days of the execution hereof, Purchaser shall deliver to the Seller a proposed Agreement of Sale. Purchaser and Seller shall make a good faith effort to finalize the terms of the Agreement of Sale within fifteen (15) business days of delivery of the proposed Agreement of Sale by Purchaser to Seller, and Seller shall execute two (2) copies of the same. If the Agreement of Sale is not executed by Seller within such period, either Party may terminate this Option Agreement by delivering written notice to the other party within five (5) days after the expiration of the fifteen (15) business day period described above.
3. **PAYMENT OF OPTION FEES.** Purchaser agrees to pay the Seller the Option Fees beginning after the Due Diligence Period has expired in accordance with Paragraph 1(e) above, but only if the Purchaser has not terminated this Option Agreement before the expiration of the Due Diligence Period. If Purchaser fails to pay any payment of the Option Fees for fifteen (15) days after written notice of the payment failure has been delivered by the Seller to the Purchaser, Seller may at its option immediately terminate this Option Agreement by providing written notice of termination to the Purchaser, in the event of which all parties hereto shall be released from any further liability or obligation created hereunder, except that Purchaser shall be responsible for paying all outstanding Option Fees to Seller; in addition to the foregoing, Seller shall be entitled to retain all Option Fees paid by Purchaser up until the date that Seller sends written notice of termination due to Purchaser’s failure to pay the Option Fees. Notwithstanding anything to the contrary set forth herein, Purchaser is obligated to make the first six (6) Option Fee payments and Seller is entitled to retain the full amount of such Option Fee payments in the event Purchaser elects not to exercise the Option or proceed to closing on the Premises, unless Purchaser’s election not to exercise the Option or proceed to Closing is solely the result of a Seller Default, in which case Seller shall refund to the Purchaser all Option Fees and shall reimburse to Purchaser, all Due Diligence Expenses (as defined in the Agreement of Sale) incurred by it.

4. **DUE DILIGENCE PERIOD.** For a period beginning on the Delivery Date and ending one hundred twenty (120) days after the Delivery Date (the “Due Diligence Period”), Purchaser, its agents, employees and contractors shall have the right, at Purchaser’s sole risk and expense, to inspect the Premises, perform any environmental studies (including, without limitation, a Phase I Environmental Site Assessment) and whatever other tests and evaluations Purchaser elects, including, without limitation, studies of the physical condition of the Premises, land use matters and financial analyses, as well as to seek financing. Notwithstanding the preceding sentence, no invasive testing of any kind, including, but not limited to, a Phase II environmental assessment, shall be permitted without Seller’s prior written consent which such consent shall not be unreasonably withheld, conditioned or delayed. If Purchaser determines that the Premises is not suitable for Purchaser’s intended use, or for any other reason or for no reason at all, Purchaser shall have the right to terminate this Option Agreement by written notice to Seller prior to the
expiration of the Due Diligence Period, in which case this Option Agreement shall be null and void. As a condition to any such inspection of the Premises, Purchaser shall for itself, its agents, servants, employees, guests and invitees, indemnify, defend and hold Seller and its officers, agents, servants, employees, guests, invitees, tenants and subtenants harmless with respect to any claims, losses, damages and expenses arising as a result of Purchaser's due diligence activities with respect to the Premises, including, without limitation, any and all mechanics liens. Purchaser shall not suffer or permit the filing of any liens against the Premises and, if any such liens are filed, Purchaser shall promptly cause them to be released or otherwise eliminated from being a lien upon the Premises. If Purchaser terminates this Agreement for any reason, or if Seller terminates this Agreement due to Purchaser's breach of any of its obligations hereunder, Purchaser shall restore the Premises to the condition which existed prior to Purchaser's exercise of its activities and those of its agents, engineers, employees and contractors on the Premises. The foregoing obligation of Purchaser shall survive termination of this Agreement. At all times while performing any activity on or with regard to the Premises or any inspection thereof, Purchaser and its agents, employees, and all contractors and subcontractors performing the same shall carry, or be required by Purchaser to carry, and maintain in full force and effect, commercial general liability insurance, from an insurance company or companies acceptable by Seller, in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage related to the Premises, and in all cases of insurance maintained by Purchaser, naming Seller as an additional insured thereunder. Furthermore, at all times while performing any activity at or with regard to the Premises or any inspection thereof, Purchaser shall, and shall require each of its contractors and subcontractors to maintain worker's compensation insurance in the minimum statutory amount(s) mandated by the Commonwealth of Pennsylvania. Purchaser agrees to promptly deliver to Seller a copy of each policy or a certificate evidencing coverage required pursuant to the above, and on renewal of each insurance policy Purchaser agrees to deliver a copy of same to Seller not less than ten (10) business days before the expiration of the term of the policy.

5. **EXERCISE OF OPTION.**

(a) Subject to Purchaser's obligations pursuant to this Agreement, Purchaser may exercise its exclusive right to purchase the Premises pursuant to the Option, at any time during
the Option Term, by giving written notice thereof to Seller. As provided for above, the date said notice is delivered shall be the Option Exercise Date. The Option Term shall initially be the Initial Option Term; provided that the Purchaser, at its sole option, may elect to extend the Option Term by the Option Extension Term by giving written notice of the extension of the Option Term to Seller prior to the end of the Initial Option Term and by paying the Option Fees specified in Paragraph 1(e).

(b) In the event Purchaser has not terminated this Option Agreement on or before the expiration of the Due Diligence Period and does not exercise its exclusive right to purchase the Premises granted by the Option during the Option Term, Seller shall be entitled to retain all Option Fees paid by Purchaser and to collect from Purchaser any unpaid Option Fees, and this Agreement shall become absolutely null and void and neither party hereto shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

(c) Upon exercise of the Option, Purchaser shall execute the Agreement of Sale that Purchaser was holding in escrow and deliver a fully executed original of the Agreement of Sale to the Seller within five (5) days.

(d) In the event that Purchaser is unable to exercise the Option due to Seller’s material breach of any of its obligations pursuant to this Agreement which breach Seller has not cured within twenty (20) days after Seller’s receipt of written notice of the breach (a "Seller Default"), then Purchaser may pursue any and all remedies available to it at law or in equity, including, without limitation, (i) seeking specific performance of the Agreement of Sale and conveyance of the Premises to Purchaser, and (ii) filing suit for return of the Option Fees and reimbursement of all reasonable Due Diligence Expenses incurred by Purchaser, plus statutory interest.

6. CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY. In the event that Purchaser exercises its exclusive Option as provided for in the preceding paragraph, Seller agrees to sell and Purchaser agrees to buy the Premises on the terms and subject to the conditions set forth in the Agreement of Sale.

7. NO LISTING. While this Option Agreement is in effect, Seller may not:

(a) list, solicit or offer the Premises for sale to anyone other than the Purchaser or its permitted successors and assigns as provided in this Agreement;
(b) accept or enter into any option, right of first refusal, right of first offer, letter of intent, or memorandum of understanding respecting the sale of the Premises to anyone other than Purchaser or its permitted successors and assigns as provided in this Agreement;

(c) (i) solicit or encourage inquiries or proposals with respect to the sale of the Premises or any portion thereof to anyone other than the Purchaser or its permitted successors and assigns as provided in this Agreement, (ii) engage in any negotiations concerning the sale of the Premises or any portion thereof to anyone other than the Purchaser or its permitted successors and assigns as provided in this Agreement, (iii) provide any confidential information to, or disclose this Agreement and/or its terms to any third party except for Seller's lawyers, financial consultants, or any other person or entity who has a need to know this information as determined by Seller in its sole and reasonable discretion, or (iv) negotiate the sale of the Premises or any part thereof with any person or entity other than Purchaser or its permitted successors and assigns as provided in this Agreement.

8. MISCELLANEOUS.

(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(b) Notice. All notices, communications, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the other party hereto pursuant to any of the following: (i) sent by United States registered or certified mail, with postage prepaid, return receipt requested, (ii) sent by Federal Express or another nationally recognized overnight courier, or (iii) hand delivered. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service, or upon delivery if sent by overnight courier service or hand delivery. All such notices and communications shall be addressed to the parties at their respective addresses first set forth above or such other address as either may specify to the other in writing. In addition, Purchaser agrees to provide a copy of all notices and communications, in the same manner as described above, to Seller's legal counsel as follows:

(c) Governing Law. This Agreement shall be governed by and construed in
accordance with the laws of the Commonwealth of Pennsylvania.

(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Purchaser shall have the right to assign this Agreement, with respect to any parcel to which it relates, or to all parcels to which it relates, only with the advance written consent and approval signed by the Seller.

(e) Time. Time is of the essence of this Agreement.

(f) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) Cost of this Agreement. Any cost and/or fees incurred by the Purchaser or Seller in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.

(h) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

(i) Survival. Unless otherwise noted in this Agreement, all representations and warranties made herein shall survive the exercise of the Option or the termination hereof.

(j) Recording. The Purchaser may, but is not obligated to, record a Memorandum of this Option Agreement in the Office of the Recorder of Deeds of the County in which the Premises are located. Purchaser shall be responsible for all costs and expenses associated with the rights afforded to it in the preceding sentence.

(k) Controlling Agreement. If any provision of this Option Agreement conflicts with any provision of the Agreement of Sale, the Agreement of Sale shall control if Purchaser exercises the Option to purchase the Premises pursuant to this Agreement and if both parties have executed the Agreement of Sale.

(l) Attorneys’ Fees and Costs. In the event of any dispute arising due to a party’s
breach of any portion of this Agreement or the Agreement of Sale attached hereto, the prevailing party in such dispute shall be entitled to collect from the non-prevailing party all reasonable costs, expenses and attorneys' fees that the prevailing party has incurred to enforce its rights pursuant to this Agreement, whether or not formal litigation is actually commenced.

(m) Counterparts. This Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered a single document. Any signature delivered by a party by facsimile or email transmission shall be deemed to be an original signature to this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority:

As to Purchaser this ___ day of October, 2016

As to Seller this ___ day of October, 2016
EXHIBIT “A”

Agreement of Sale (to be provided as required in this Option Agreement)
EXHIBIT "B"

The Premises (as defined in this Option Agreement)
FIRST ADDENDUM TO OPTION AGREEMENT

This First Addendum to Option Agreement (the "First Addendum") is made as of December 9, 2016, by and between [Redacted], the principal address for which is [Redacted], hereinafter referred to as "Seller", and [Redacted], the principal address for which is [Redacted], hereinafter referred to as "Purchaser" (Seller and Purchaser shall be referred to collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties executed an Option Agreement dated October 7, 2016, which is incorporated by reference in this First Addendum (unless defined otherwise herein, all terms defined in the Option Agreement shall have the same meaning in this First Addendum);

WHEREAS, pursuant to the Option Agreement, the form of Agreement of Sale agreed to by the Parties shall be attached to the Option Agreement as Exhibit "A";

WHEREAS, the parties have agreed to the form of Agreement of Sale to be attached to the Option Agreement as Exhibit "A";

WHEREAS, pursuant to Sections 1(c) and 5(c) of the Option Agreement, the Agreement of Sale will not become effective until the Purchaser executes the Option to purchase the Premises; and

WHEREAS, the parties wish to incorporate Section 3(f) of the Agreement of Sale into the Option Agreement such that the provisions thereof shall become effective immediately upon the execution of this First Addendum rather than upon the effective date of the Agreement of Sale.
NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein, and intending to be legally bound hereto, and with acknowledgement of adequate and appropriate consideration, the Parties agree as follows:

1. The Agreement of Sale in the form attached to this First Addendum shall serve as Exhibit “A” to the Option Agreement;

2. Within five (5) days after the Delivery Date set forth in the Option Agreement, Purchaser shall remit a deposit in the amount of $25,000.00 (the “Deposit”). The Deposit shall be deposited into and shall remain in an escrow account held by counsel for Seller (the “Escrow Agent”) for this purpose, and shall remain as security for any defaults until such time as the termination of the Agreement of Sale or the Closing (as defined in Paragraph 4 of the Agreement of Sale attached hereto). The Deposit shall be credited towards the Purchase Price (as defined in Paragraph 3 of the Agreement of Sale attached hereto) at the Closing;

3. All other provisions of the Option Agreement that are not inconsistent with this First Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Addendum to Option Agreement to be executed under proper authority:

As to Purchaser this __________ day of __________________________, 2016

As to Seller this __________ day of __________________________, 2016
NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein, and intending to be legally bound hereina, and with acknowledgment of adequate and appropriate consideration, the Parties agree as follows:

1. The Agreement of Sale in the form attached to this First Addendum shall serve as Exhibit "A" to the Option Agreement.

2. Within five (5) days after the Delivery Date set forth in the Option Agreement, Purchaser shall remit a deposit in the amount of $25,000.00 (the "Deposit"). The Deposit shall be deposited into and shall remain in an escrow account held by counsel for Seller (the "Escrow Agent") for this purpose, and shall remain as security for any defaults until such time as the termination of the Agreement of Sale or the Closing (as defined in Paragraph 4 of the Agreement of Sale attached hereto). The Deposit shall be credited towards the Purchase Price (as defined in Paragraph 3 of the Agreement of Sale attached hereto) at the Closing.

3. All other provisions of the Option Agreement that are not inconsistent with this First Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have cause this First Addendum to Option Agreement to be executed under proper authority:

As to Purchaser this 21 day of

[Signature]

2016

As to Seller this 12 day of

[Signature]

2016
Affidavit of Business History

State of [Pennsylvania]
County of Delaware

The undersigned, [redacted], 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:

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</tr>
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</table>

I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omission. I further acknowledge that any false or misleading statement or omitted information may result in the denial or revocation of the license or registration and in possible provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and omission).

[Signature]

[Redacted]

On behalf of myself, individually, and not on behalf of any other member of the group.

3/15/17

Date

Sworn to and subscribed before me this 15th day of March, 2017.

[Redacted]

COMMONWEALTH OF PENNSYLVANIA

[Redacted]

My Commission Expires Aug. 1, 2017

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

State of Pennsylvania
County of Delaware

The undersigned, [Redacted], 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:

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I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omission 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. 48 (relating to falsification and intimidation).

[Redacted] (Printed, not on behalf of any other member of the group)

3-10-17
Date

10th day of March, 2017

COMMONWEALTH OF PENNSYLVANIA
NOTARY SEAL

MY COMMISSION EXPIRES: March 24th, 2020

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

State of __PENNSYLVANIA__  )
County of __MONTGOMERY PHILADELPHIA__  ) ss:

The undersigned, ____________ hereby certifies the following:

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

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

___________

Signature (execute on behalf of myself, individually, and not on behalf of any other member of the group) 3/11/17

Date

Sworn to and subscribed before me this 11 day of March, 2017.

__________________________

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

City of Philadelphia, Philadelphia County
My Commission Expires July 14, 2023

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

State of Oregon
County of Multnomah

The undersigned hereby certifies the following:

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

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

[Signature]

Member

Date 3/9/17

Sworn to and subscribed before me this 9th day of March, 2017.

[Signature]

MY COMMISSION EXPIRES: 7/2/2017

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

State of Pennsylvania

County of Montgomery

The undersigned, [redacted], 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:

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

Date: 3/7/2017

Sworn to and subscribed before me this 7th day of March, 2017.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Brandi L. Lindsay, Notary Public
Lower Merion Township, Montgomery County
My Commission Expires: July 14, 2019

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

State of Pennsylvania )
County of Montgomery )

The undersigned, ____________________________, hereby certifies the following:

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

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

3/17/17
Date

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

State of CA
County of Los Angeles

The undersigned ____________, hereby certifies the following:

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

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

____________________
Signature

2/15/17
Date

____________________
Notary Public - California
Los Angeles County
Commission # 2177637
My Comm. Expires Dec 30, 2020

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

State of [PA] )
County of [Delaware County] ) ss:

The undersigned, [Redacted], 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:

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3-10-17
Date

Sworn to and subscribed before me this [Redacted] day of [Redacted], 2016.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Chester City, Delaware County
My Commission Expires January 3, 2021

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

State of PENNSYLVANIA

County of DELAWARE

The undersigned, [Handwritten Name], 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:

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[Handwritten Date]

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

[Handwritten Signature]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

CITY OF CHESTER, DELAWARE COUNTY
My Commission Expires Mar 23, 2020

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

State of Pennsylvania
County of Montgomery

The undersigned [redacted] 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:

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

3/1/17

Date

Sworn to and subscribed before me this 7th day of March, 2017.

COMMUNEAL OF PENNSYLVANIA
NOTARIAL SEAL
Lower Merion Township, Montgomery County
My Commission Expires: July 14, 2019

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

State of Texas

County of Dallas

The undersigned, hereby certifies the following:

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

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Date 3/8/17

Sworn to and subscribed before me this 8th day of March, 2017.

Notary Public, State of Texas
Comm. Expires 12-07-2019
Notary ID 7712594
Affidavit of Business History

State of **NEW YORK**, )
County of **NEW YORK**, )

The undersigned, , hereby certifies the following:

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

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I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omissions in this affidavit. I am further aware that any false or misleading statement or omitted information is punishable under the applicable provisions of 10 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

Date 3/10/17

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

Notary Public

MY COMMISSION EXPIRES: March 12, 2019.

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

State of INDIANA

County of LAKE

The undersigned, ________________________________, hereby certifies the following:

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

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[Signature and Title] 03/08/2017

Sworn to and subscribed before me this 8th day of MARCH, 2017.

[Signature]

MY COMMISSION EXPIRES: AUGUST 12, 2018

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
☐ 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): __________________________

Sworn to and subscribed before me this ___\textsuperscript{th} day of ___\textbf{MARCH\textbf{, 2017}}.

MY COMMISSION EXPIRES: \textbf{AUGUST 12, 2018}

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

State of Pennsylvania ss:
County of Delaware ss:

The undersigned 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): ______________________________

3/15/17
Date

Sworn to and subscribed before me this 15th day of March, 2017.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Notary Public
Newtown Twp., Delaware County
My Commission Expires Aug. 1, 2017

MY COMMISSION EXPIRES: 8/1/17

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

State of Pennsylvania

County of Delaware

The undersigned, ____________________________, 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): __________________________

3-10-17
Date

(Signing on behalf of myself, individually, and not on behalf of any other member of the group)

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

COMMONWEALTH OF PENNSYLVANIA
NOTARY SEAL

MY COMMISSION EXPIRES: March 24th, 2020

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

State of PENNSYLVANIA } ss:
County of MONTGOMERY } PHILADELPHIA

The undersigned 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):

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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.
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Name(s): ____________________________
Offense(s): ____________________________

3/11/17
Date

Sworn to and subscribed before me this 11 day of March, 2017.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

My Commission Expires: July 14, 2020

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

State of [O]regon )
County of Multnomah ) ss:

The undersigned, ( ), hereby certifies the following by checking the box(s):

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.

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Offense(s):

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Offense(s):

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Name(s): ____________________________________________
Offense(s): __________________________________________

[Signature]

Member 3/9/17
Date

Sworn to and subscribed before me this 9th day of March, 2017.

[Signature]

[Notary Public]
[Commission Date]

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

State of Pennsylvania  )
) ss:
County of Montgomery  )

The undersigned, 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.

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

3/7/2017
Date

Sworn to and subscribed before me this 7th day of March, 2017.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
I, the undersigned Notary Public, do斯tern that the foregoing is a true and correct copy of the document, and that I have administered to the oath or affirmation of the person(s) whose signature(s) appears on the document.

My Commission Expires: July 14, 2019

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

State of Pennsylvania

County of Montgomery

The undersigned, [REDACTED], 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.

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

[Blank]

Date: 3/17/17

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

[Notary Seal]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Hyolok Song, Notary Public
Upper Gwynedd Township, Montgomery County
My Commission Expires June 17, 2019

June 17, 2017

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

State of [CA] [ss:]
County of [Los Angeles] [ss:]

The undersigned, ____________, hereby certifies the following by checking the boxes below:

**Principal(s):**
- [x] No principal(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.
- [ ] One or more principal(s) 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):**
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Name(s): ___________________________
Offense(s): ________________________

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Name(s): ____________________________________
Offense(s): ____________________________________

Signature of Affiant and Title

Date: 3/15/17

Sworn to and subscribed before me this 15th day of March, 2017.

MY COMMISSION EXPIRES: 12/30/2020

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

State of \( \text{PA} \) \( \text{DOH REDACTED} \)
County of \( \text{Delaware County} \)

The undersigned, \( \text{DOH REDACTED} \), 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.

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Name(s): ________________________________

Offense(s): ______________________________

3-10-17
Data

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notary Public
Chester City, Delaware County
My Commission Expires January 3, 2021

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

State of Pennsylvania

County of Delaware

The undersigned hereby certifies the following by checking the box

Principal(s):

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

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Name(s): ______________________________________
Offense(s): ____________________________________

Date

Sworn to and subscribed before me this ___________ day of ________, 2017.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

MY COMMISSION EXPIRES:

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

State of Pennsylvania
County of Montgomery

The undersigned [redacted] hereby certifies the following by checking the boxes below:

**Principal(s):**

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Name(s):
Offense(s):

________________________

3/7/17
Date

Commonwealth of Pennsylvania
Notarial Seal

Lower Merion Township, Montgomery County
My Commission Expires: July 14, 2019

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

State of Texas
County of Dallas

The undersigned, checking the box , hereby certifies the following by

Principal(s):

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

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Name(s): N/A Not to my knowledge
Offense(s):

Operator(s):

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Offense(s):

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Name(s): H/A
Offense(s): Not to my knowledge

Date 5/8/17

Sworn to and subscribed before me this 8th day of March, 2017.

MY COMMISSION EXPIRES: 12/7/2019

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

State of NEW YORK )
County of NEW YORK )

The undersigned, [REDACTED], hereby certifies the following by checking the boxes.

Principal(s):

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

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Name(s):  
Offense(s):  

Date  

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

MY COMMISSION EXPIRES:  
March 12, 2019.

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

State of INDIANA )
County of LAKE )

The undersigned, [redacted], hereby certifies the following by checking the boxes below:

Principal(s):

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

[Signature]

03/08/2011
Date

President

Sworn to and subscribed before me this 8th day of March, 2011.

[Signature]

Lake County
My Commission Expires August 12, 2018

MY COMMISSION EXPIRES: August 12, 2018

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

AFFIDAVIT OF CAPITAL SUFFICIENCY

State of \text{PENNSYLVANIA}
County of \text{MONTGOMERY}

For the following applicant:

\text{NAME OF BUSINESS}

ADDRESS
\text{CITY} \quad \text{STATE} \quad \text{ZIP CODE} \quad \text{COUNTY}

\text{PHONE}

I/we hereby certify that the Applicant named has at least $2,000,000 in capital, $500,000 of which is on deposit with one or more financial institutions, as follows (capital may include cash or securities, real estate, or other assets):
<table>
<thead>
<tr>
<th>Type of Capital</th>
<th>Source of Capital</th>
<th>Total Value of Capital</th>
<th>Value not encumbered by debt or other obligations</th>
<th>If on deposit, name and address of financial institution</th>
<th>If on deposit, account number</th>
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</table>

I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omissions in this affidavit. I am further aware that willfully providing false information is punishable under the applicable provisions of law relating to falsification and intimidation.

Signature of Affiant and Title

Date: 3/16/17

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

MY COMMISSION EXPIRES: 02/22/2020

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
RELEASE AUTHORIZATION

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

FROM __________________________________________
Applicant’s Name

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have executed this Release on this 17th day of March, 2017.

Authorized Signatory

STATE OF Pennsylvania ) ) ss:

COUNTY OF Montgomery )

On this 17th day of March, 2017, before me, a Notary Public, personally appeared [redacted] (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

COMMONWEGHT OF PENNSYLVANIA

Notarial Seal

Notary Public

HATFORD TWP., DELAWARE COUNTY

My Commission Expires Apr 11, 2018