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]
Authorized Signatory

[Title in Applicant's Business]

3/20/2017

[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

[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).
**Attachment B: Organizational Documents**

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

---

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

**Trade names and DBA (doing business as) names:**
- DBA Cure Pennsylvania

**Principal Business Address:** 475 W. Governor Road

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hershey</td>
<td>PA</td>
<td>17033</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>(724) 652-5566 ext.</td>
<td>(724) 652-8290</td>
<td><strong>DOH REDACTED</strong></td>
</tr>
</tbody>
</table>

---

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
02/16/2017

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

BAY, LLC

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania, do hereby certify that the foregoing and annexed is a true and correct copy of

Creation Filing filed on Jun 7, 2016 - Pages (2)
Amendment filed on Feb 14, 2017 - Pages (2)

which appear of record in this department.

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

Pedro A. Cortés
Secretary of the Commonwealth

Certification Number: TSC170216120871-1

Verify this certificate online at http://www.corporations.pa.gov/orders/verify.aspx

This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 87.708(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22
Certificate of Organization Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name
Gary L. James

Address

City: Hershey
State: PA
Zip Code: 17033

Fee: $125.00

Document will be returned to the name and address you enter to the left.

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

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

2. The (a) address of the limited liability company’s initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
   (a) Number and Street
   City: Hershey
   State: PA
   Zip: 17033
   County: Dauphin
   
   (b) Name of Commercial Registered Office Provider
   e/o:
   
3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):
   Name: Silvan B. Lutkewitte
   Address: Hershey, Dauphin, PA, United States, 17033

4. Strike out if inapplicable term

   A member’s interest in the company is to be evidenced by a certificate of membership interest.
5. **Strike out if inapplicable term**
   Management of the company is vested in a manager or managers.

6. The specified effective date, if any
   is: (month date year hour, if any) _______________________.
   month date year hour, if any

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

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

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 07 day of June , 2016.

____________________________
Silvan B. Lutkewitte
Signature
Certificate of Amendment-Domestic
(15 P.A.C.S.)

___ Limited Partnership (§ 8512)
___ Limited Liability Company (§ 8951)

Name: Gary L. James

Address: __________________________

City: Hershey  State: PA  Zip Code: 17033

Document will be returned to the name and address you enter to the left.

Fee: $70.00

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

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

2. The date of filing of the original Certificate of Limited Partnership/Organization: 6/7/2016

3. Check, and if appropriate, complete one of the following:
   ___ The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:
   The Company's registered office has changed to 475 West Governor Road, Second Floor, Suite 300, Hershey, PA 17033

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

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

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

This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.708(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22

PENN File: February 14, 2017
IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this 14th day of February, 2017.

BAY, LLC

Name of Limited Partnership/Limited Liability Company

Sil B. Lutkewitte

Signature

CEO

Title
Application for Registration of Fictitious Name
54 Pa.C.S. § 311

Name
Sil Lutkewitte

Address

City
Hershey 17033
State
PA
Zip Code
17033

Fee: $70.00

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

1. The fictitious name is:
   Cure Pennsylvania

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is:
   to grow, manufacture and dispense medical marijuana

3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):
   475 W. Governor Rd., Suite 300
   Hershey
   PA
   17033
   Dauphin

4. The name and address, including number and street, if any, of each individual interested in the business is:
   Name
   Silvan Lutkewitte
   Number and Street
   Hershey, PA, United States, 17033
   City
   State
   Zip

5. Each entity, other than an individual, interested in such business is (are):

<table>
<thead>
<tr>
<th>Name</th>
<th>Form of Organization</th>
<th>Organizing Jurisdiction</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAY LLC</td>
<td>Limited Liability Company</td>
<td>PA</td>
</tr>
<tr>
<td>475 W. Governor Rd., suite 300, Hershey, Dauphin, PA, United States, 17033</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal Office Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>475 W. Governor Rd., Suite 300, Hershey, Dauphin, PA, United States, 17033</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PA Registered Office, if any</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

14th day of March, 2017.

______________________________
Silvan Lutkewitte
Individual Signature

______________________________
BAY LLC
Entity Name
Sil Lutkewitte
Signature
CEO
Title
Attachment C: Property Title, Lease, or Option to Acquire Property Location

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

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

<table>
<thead>
<tr>
<th>Principal Business Address: 475 W. Governor Road</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>City: Hershey</th>
<th>State: PA</th>
<th>Zip Code: 17033</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Phone: (724) 652-5566 ex.</th>
<th>Fax: (724) 652-8290</th>
<th>Email: DOH REDACTED</th>
</tr>
</thead>
</table>

This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.708(D), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22
Lease Agreement
Between
as Landlord
And
Bay, LLC
as Tenant
March 14, 2017
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Exhibit F Compliance with Controlled Substances Laws
Exhibit G Form of Guaranty Agreement
LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into as of March 14, 2017, between [Redacted], a Pennsylvania corporation ("Landlord"), and Bay, LLC, a Pennsylvania limited liability company ("Tenant").

Background

A. Landlord is the owner of the property located at [Redacted], (the "Property"), including the improvements thereon and the subterranean facilities thereunder.

B. Tenant wishes to lease a portion of the Property from Landlord, and Landlord agrees to lease a portion of the Property to Tenant, upon the terms and conditions set forth herein.

Therefore, in consideration of the mutual promises, covenants and undertakings contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Basic Lease Terms. The basic provisions of this Lease are as follows:

1.01. Premises. The total premises leased by Tenant from Landlord pursuant to this Lease is the approximately [Redacted] rentable square feet ("RSF") of space [Redacted] as approximately shown on Exhibit A. Tenant shall initially occupy [Redacted] RSF from Landlord [Redacted], and Tenant shall have the right to occupy up to an additional [Redacted] RSF. Tenant may elect to occupy the applicable space at any time prior to the end of the fifth Lease Year of the Initial Term, by giving Landlord written notice of such election [Redacted] at least [Redacted] prior to the anticipated applicable [Redacted] Space Delivery Date (as defined below).

The Premises will include adjacent [Redacted] parking.

1.02. Term. The initial term of this Lease will begin on the Commencement Date and terminate at midnight on the final day of the [Redacted] Lease Year (the "Initial Term"), unless extended or sooner terminated as provided herein. Subject to Section 3.02, Tenant may renew this Lease for up to [Redacted] renewal term of [Redacted] years each (the "Renewal Term"). As used herein, "Term" means the Initial Term and each exercised Renewal Term.

1.03. Commencement Date. The "Commencement Date" is the date on which this Lease has been fully executed and delivered.
1.04. Delivery Date and Rent Commencement Date. The ________ Delivery Date is the date on which Landlord delivers the ________ Space to Tenant with Landlord’s Work substantially complete in accordance with Section 2.03. Subject to coordination of Landlord’s Work and Tenant’s Work, Landlord estimates that the ________ Delivery Date will be approximately ________ days after award of license. A ________ Delivery Date is a date on which Landlord delivers ________ to Tenant with Landlord’s Work substantially complete in accordance with Section 2.03. The ________ Delivery Date and each ________ Delivery Date, may be referred to here from time-to-time in as a “Delivery Date”. The ________ Rent Commencement Date” is the date on which Tenant’s obligation to pay Rent begins, and will be the earlier of (i) commencement of cultivation by planting of clone marijuana plants or (ii) ________ days after the ________ Delivery Date. Landlord and Tenant agree that, after the ________ Rent Commencement Date has been determined, they will execute the Commencement Memorandum in the form attached as Exhibit B-1. A ________ Rent Commencement Date” is the date on which Tenant’s obligation to pay Rent begins with respect to the applicable ________ Space, and will be the ________ Delivery Date. Landlord and Tenant agree that, after a ________ Rent Commencement Date has been determined, they will execute the Commencement Memorandum in the form attached as Exhibit B-2. The ________ Rent Commencement Date and each ________ Rent Commencement Date, may be referred to here from time-to-time in as a “Rent Commencement Date”.

1.05. Rent Abatement Period. The “Rent Abatement Period” means the period of time commencing on the ________ Commencement Date and ending ________ thereafter. The Rent Abatement Period will be part of the ________ as set forth in Section 1.06, but, during the Rent Abatement Period, Base Rent will reduced by ________

1.06. Lease Year. References in this Lease to the ________ refer to the period of time beginning on the ________ Rent Commencement Date and ending ________ after the end of the Rent Abatement Period.

1.07. Permitted Use. Tenant shall use the Premises for the cultivation, processing, and warehousing of medical marijuana in strict accordance with, and to the extent permitted by, the Pennsylvania Medical Marijuana Act (the “Permitted Use”), and only so long as Tenant is licensed by the Commonwealth of Pennsylvania as a Grower/Processor as defined in the Pennsylvania Medical Marijuana Act (the “Medical Marijuana Act”), and for no other use. Tenant will not use or operate any part of the Premises for any use that Tenant is not properly licensed and authorized to engage in by the Commonwealth of Pennsylvania and its regulatory boards and agencies, or in any manner that violates the requirements of such licenses or authorizations.

1.08. Landlord’s Work. Prior to the ________ Rent Commencement Date or a ________ Rent Commencement Date, as applicable, Landlord, at Landlord’s cost, will perform or cause to be performed those improvements to the Premises specified on Exhibit C (“Landlord’s Work”) within ________ following mutual agreement on the tenant’s plan with respect to such portion of the Premises; and so long as there are no material delays on the part of Tenants in completing any portion of Tenant’s Work that would prevent Landlord from timely completing its Landlord’s Work.
1.09. **Tenant’s Work.** All work necessary to prepare the Premises for use by Tenant, other than Landlord’s Work, shall be performed by Tenant, subject to all of the requirements of Section 12 of this Lease, as well as to Section 29. As required pursuant to Section 12, all of Tenant’s Work shall be performed by a reputable contractor reasonably acceptable to, and approved by, Landlord, and prior to commencing any of Tenant’s Work, Tenant shall provide Landlord with a complete set of construction plans and specifications for Tenant’s Work, which plans and specifications shall be subject to Landlord’s approval. In the event that approval shall not be unreasonably withheld, Landlord will designate a technical liaison to promptly evaluate and respond to any queries by Tenant or its contractors during and prior to commencement of initial construction and to coordinate with mine inspectors and other regulatory authorities.

1.10. **Address for Notices.** Any notice given to a party pursuant to this Lease will be given to the appropriate party at its address set forth below, or to such other address as a party may designate by notice, and otherwise in accordance with Section 32. Delivery of a courtesy copy to a party’s legal counsel designated below will not constitute notice to a party.

<table>
<thead>
<tr>
<th>If to Landlord:</th>
<th>If to Tenant:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bay, LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>With a Courtesy Copy to:</th>
<th>With a Courtesy Copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td></td>
</tr>
</tbody>
</table>

1.11. **Non-Refundable Deposit.** Immediately upon execution of this Lease, Tenant shall pay to Landlord a non-refundable deposit in the

2. **Premises, Appurtenant Rights, and Delivery.**

2.01. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises on the terms and conditions set forth herein.

2.02. **Common Elements.**

(a) **Access.** During the Term, Tenant shall be entitled to dedicated non-exclusive access to the Property and Premises, as determined by Landlord in its reasonable discretion. Tenant shall use the Property in a careful, safe, and proper manner that does not interfere with the rights of Landlord or its tenants or their ability to use the Portal and access the Property.

(b) **Common Areas.** Landlord shall be responsible for all costs and expenses in connection with the ownership, operation, maintenance, repair of all common facilities or services.

2.03. **Delivery of Premises.** Landlord will deliver the Premises, to Tenant with Landlord’s Work

3

This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.708(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22
substantially complete. Landlord’s Work shall be deemed to be substantially complete on the earliest date upon which all of Landlord’s Work has been performed, other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which would not materially interfere with Tenant’s ability to perform Tenant’s Work or operate the Premises for the Permitted Use. Landlord shall provide Tenant with written notice when Landlord is prepared to deliver the Premises to Tenant. Within [ ] from receipt of such notice, Tenant may inspect Landlord’s Work and provide Landlord with notice either (a) identifying any incomplete or incorrect items of Landlord’s Work, if any, separately identifying any incomplete or incorrect items that result in Landlord’s Work failing to be substantially complete, or (b) confirming that Landlord’s Work is complete. If Tenant fails to deliver such notice to Landlord, or such notice does not identify any incomplete or incorrect items that result in Landlord’s Work failing to be substantially complete, the Delivery Date shall be the date of Tenant’s notice [ ] and Tenant shall be deemed to have accepted the Premises in its as-is, where-is condition. Following receipt of Tenant’s notice, Landlord will complete and correct punch list items that are part of Landlord’s Work with reasonable diligence. If Landlord’s Work was not substantially complete, Landlord shall substantially complete Landlord’s Work and re-deliver the Premises in accordance with this Section.

2.04. **Lease Contingent.** This Lease is contingent upon Tenant being awarded a Medical Marijuana Grower/Process Permit by the Pennsylvania Department of Health (the “Permit”) to allow Tenant to cultivate and process medical marijuana in accordance with the Medical Marijuana Act. Tenant agrees that it shall promptly and diligently apply for and pursue the Permit. If Tenant is not issued a Permit, either Landlord or Tenant may terminate this Lease upon written notice to the other party. Neither party will have any further liability or obligation hereunder, except for those liabilities and obligations which, by their terms, survive the termination of this Lease.

3. **Term of Lease.**

3.01. **Initial Term.** The Initial Term of this Lease is defined in Section 1.02 and will commence on the Commencement Date and, unless extended or sooner terminated, will end on [ ].

3.02. **Renewal Term.** Provided that no Event of Default is then ongoing, Tenant may exercise each Renewal Term by providing Landlord with written notice of renewal [ ]. Each Renewal Term will be subject to all of the terms and conditions of this Lease.

3.03. **Early Termination.** If any law, statute, ordinance, regulation, code, rule, requirement, order, and any other compulsory process or requirement (each, a “Legal Requirement”) is enacted or amended in such a manner that the cultivation or processing of marijuana at the Premises is no longer permitted under applicable state or local law, or the federal government indicates that it will begin enforcement of federal law irrespective of the application of state laws such as the Medical Marijuana Act (e.g., through the repeal of the Cole Memorandum or other federal action whether formal or informal, and whether or not such action is initiated in Pennsylvania or other jurisdictions), then either party may terminate this Lease upon notice to the other party, and neither party will have any further liability or obligation hereunder.
4. **Signs and Advertising.** Tenant shall not, without the prior written consent of Landlord, install or erect any signage or advertising matter in or about the exterior of the Premises, or in any location that is visible from the exterior of the Premises, except for such signage, notices, and warnings as Tenant may be required to post under the Medical Marijuana Act or any other applicable Legal Requirement, and all such signage and other postings shall comply with all applicable Legal Requirements. All such signage and other matters installed or erected by or on behalf of Tenant shall be installed, maintained, and, upon the expiration or earlier termination of this Lease, removed, by Tenant at Tenant's cost and expense, and Tenant shall repair to Landlord's reasonable satisfaction any damage caused by installation or removal. During the Term, Tenant shall at all times maintain all signs and other media installed by Tenant in first class condition, operating order and repair.

5. **Rent.**

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This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.708(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22
5.02. Not Used.

5.03. Partial Months.

5.04. Additional Rent.

5.05. Delinquency Charge; Interest.

5.06. Manner and Place of Payment.
5.07. **Unamortized Costs and Expenses.** Following the termination of this Lease for any reason, Landlord will provide Tenant with a statement of any unamortized costs and expenses incurred by Landlord under or in connection with this Lease, with respect to Landlord's Work or otherwise. Immediately upon receipt thereof, Tenant shall reimburse Landlord for any and all such unamortized costs and expenses, all of which shall be considered Additional Rent hereunder and subject to the Guaranty Agreement as defined herein.

6. **Expenses.**

6.01. **Operating Expenses.** Except to the extent expressly provided as an obligation of Landlord pursuant to this Lease, Tenant shall be responsible for paying all costs and expenses incurred or payable in connection with the occupancy, operation, maintenance, repair and management of the Premises, whether such amounts are paid by Tenant directly to a third party, or initially paid by or advanced by Landlord (in which event Tenant, as Additional Rent, shall reimburse Landlord therefor upon demand). Landlord, at its cost and without reimbursement from Tenant, shall be responsible for providing for the maintenance and upkeep of the exterior portions of the Property (including, for example, costs of landscaping and snow removal), as well as for providing for the maintenance and upkeep of the Common Facilities (provided that Tenant shall be responsible for paying the costs of any maintenance or repair required as the result of the acts of Tenant or its employees or agents).

6.02. **Tenant Specific Expenses.** Notwithstanding any other provision of this Lease, Tenant shall be solely responsible for, and upon demand shall pay or reimburse Landlord for, all additional costs and expenses incurred by Landlord as the result of Tenant's occupancy, use and operation of the Premises for the Permitted Use, including, without limitation, (a) costs of additional security that Landlord may reasonably determine necessary, or that may be required; (b) costs of complying with, or causing the Property or any part thereof to comply with, any Legal Requirement with which Landlord is required to comply as a result of this Lease; (c) any increase in the premium cost for insurance carried by Landlord, or any additional insurance Landlord may be required to carry; (d) costs relating to odor control and mitigation; and (e) costs relating to compliance with any Environmental Law, including those relating to the use, discharge, or treatment of water.

7. **Real Estate Taxes.** During the Term, Tenant shall pay to Landlord, as Additional Rent. Real Estate Taxes payable with respect to the Property as set forth in this Section.

7.01. **Taxes.** For each calendar year during the Term, Tenant shall pay to Landlord, as Additional Rent, its pro-rate share of the amount

7.02. **Payment of Taxes.** On or before April 1 of each calendar year during the Term, or as soon thereafter as Landlord is reasonably able, Landlord will provide Tenant with a statement of the actual Real Estate Taxes payable with respect to the Property for the prior calendar year (the “Statement of Actual Taxes”).

This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.708(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 26 Pa. Code §§ 1141.22
7.03. Definitions. “Real Estate Taxes” means (a) all real estate taxes and other taxes or assessments which are levied with respect to the Property or any portion thereof; (b) any tax, surcharge or assessment which is levied as a supplement to or in lieu of real estate taxes; (c) any rental, excise, franchise, sales, transaction, privilege or other tax or levy, however denominated, imposed upon or measured by the rental reserved hereunder or on Landlord’s business of leasing the Premises to the extent payable by Landlord, excepting only Landlord’s net income taxes; and (d) all expenses (including reasonable attorneys’ fees and disbursements) incurred in contesting any of the foregoing or the assessed valuation of the Property. For purposes of calculating the Tax Estimate, Real Estate Taxes will not include any amount otherwise includible as Real Estate Taxes that are required by be paid by any third-party.

8. Utilities and Services.

8.01. Generally. Tenant shall be responsible for all of the costs of any utilities consumed at the Premises effective as of the Delivery Date. Tenant shall cause any utility that is (or becomes) separately metered to be placed and held in Tenant’s name and billed directly to Tenant, and shall pay all invoices therefor as and when the same become due and payable. Tenant shall be solely responsible for telephone, data, and other communications services, and shall be responsible for the cost of all utility connections, impact fees, “tap” fees, meter installation costs, and other costs or expenses imposed by a Governmental Authority or utility company that are intended, by their nature, to compensate for the impacts of Tenant’s business on existing utilities and infrastructure (including roads and transportation-related infrastructure). Landlord makes no representations as to the quality, suitability, or capacity of utilities available to the Premises as may be necessary for Tenant’s Permitted Use. It shall be Tenant’s sole responsibility to determine the quality, suitability, or capacity of utilities for its anticipated usages, and Tenant shall be solely responsible for bringing additional utilities to the Premises as need for its Permitted Use, including bringing additional water and sewage lines to the Premises or adding an electrical substation.

8.02. Service Interruptions. Landlord shall in no event be liable for any interruption, impairment, suspension, or failure of any utility service, nor shall any such interruption, impairment, suspension, or failure (a) constitute a breach by Landlord of the terms or conditions of this Lease, (b) entitle Tenant to any abatement of Rent, (c) release Tenant from any of its obligations under this Lease, or (d) constitute an actual or constructive eviction of Tenant. Landlord shall have no liability for any claims, damages, losses, liabilities, costs, or expenses incurred by Tenant as a result of any failure to furnish or delay in furnishing any utility service. Without limiting the generality of the foregoing, Landlord reserves the right to suspend any utility or service by reason of Force Majeure, accidents or emergencies or for alterations or repairs to the Property when, in Landlord’s reasonable judgment, such suspension is necessary or appropriate.

8.03. Electrical Service. Tenant shall be solely responsible for providing all electrical service to the Premises with a capacity sufficient for Tenant’s requirements, and as part of Tenant’s Work and at Tenant’s cost, will cause a new direct service electrical feed and substation to be installed on the Property, at a location reasonably acceptable to Landlord. Landlord agrees to reasonably cooperate with Tenant to permit the installation of the direct service electrical feed and substation, including, by way of example and not in limitation, by
granting necessary easements and rights-of-way. The Premises has basic electric service (300 Amp 480V 3P system).

8.04. **Janitorial Service.** Tenant, at Tenant's sole cost and expense, shall be responsible for providing all janitorial service that Tenant may require for the interior of the Premises.

8.05. **Refuse Dumping and Removal.** At its sole cost and expense, Tenant shall be solely responsible for providing (and at all times during the Term shall provide), by contracting therefor directly in Tenant's name, all refuse disposal and removal service Tenant may require relating to or resulting from Tenant's use and operation of the Premises.

8.06. **Water and Sewer.** Public water is available at the Premises, and Tenant shall cause it to be separately metered in Tenant's name. **[Redacted]** Tenant shall be responsible for any additional water and sewer connections or service Tenant may require. Landlord makes no representations as to the quality, suitability, or quantity of the publically supplied water. **[Redacted]** It shall be Tenant's sole responsibility to determine the suitability of water for its anticipated usage, including quality and quantity. In no event will Tenant permit its water usage and consumption to interfere with the availability of water to any other tenant or occupant of the Property. If Landlord agrees to provide Tenant, at Tenant’s cost, with such reasonable assistance as Tenant may reasonably request to assist Tenant in obtaining any permits and approvals as may be required in connection with providing Tenant with access to a water supply at the Premises.

9. **Taxes on Tenant’s Fixtures.** Tenant shall pay all taxes, including real estate taxes, if any, assessed against Tenant's fixtures, furnishings, and equipment of any kind or nature placed in or on the Premises when the same shall become due and payable. The amount of any such taxes paid by Landlord on behalf of Tenant, due to Tenant's failure to promptly pay the same or otherwise, shall be immediately due and payable to Landlord as Additional Rent upon demand.

10. **Insurance.**

10.01. **Tenant's Insurance.** During the Term, at Tenant's cost and expense, Tenant shall maintain the following policies of insurance:

(a) **Property.** Causes of loss — special form (formerly known as “all-risk”) property insurance (including coverage against fire, wind, tornado, vandalism, malicious mischief, water damage and sprinkler leakage) without deduction for depreciation covering all (i) furnishings, fixtures, equipment and other personal property, and (ii) Alterations and leasehold improvements (including Tenant’s Work), located in the Premises for the full replacement cost thereof. Such policy will name Landlord as an additional insured and, with respect to proceeds attributable to damage to the Premises, Property or items described in item (ii), as loss payee. The proceeds of the property insurance required by this paragraph shall be used for the repair or replacement of the property so insured, except that if this Lease is terminated following a casualty, the proceeds applicable to the Property, Premises and leasehold improvements contained therein shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.

(b) **General Liability.** Commercial General Liability Insurance covering Tenant’s use and operations on any part of the Property against claims for personal or bodily injury or death or property damage occurring on, in, or about the Property (including

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contractual indemnity and liability coverage), such insurance to insure both Tenant and, as additional named insured, Landlord, and to afford coverage to the limit of not less than

All insurance coverage required under this paragraph shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.

(c) **Worker’s Compensation.** Worker's compensation insurance in the amounts and as otherwise required in accordance with applicable law.

(d) **Additional Coverage.** The policies of insurance and the limits and types of coverage required under this Section 10.01 may be modified and increased from time to time during the Term upon not less than 30 days' notice to Tenant.

10.02. **Policy Requirements.** All insurance required to be maintained by Tenant shall be issued by insurance companies authorized to do insurance business in the Commonwealth of Pennsylvania and rated not less than A-VII in Best’s Insurance Guide. Tenant shall provide Landlord with copies of such policies not later than the Commencement Date, and shall not use, occupy, or permit any work to be done on the Premises unless Tenant has complied with the requirements of this Section 10. Tenant’s insurance policies will be endorsed or otherwise written to prohibit their cancellation or material modification without at least 30 days prior written notice to Landlord and any mortgagor designated by Landlord. Further, Tenant’s insurance policies shall be endorsed or written to provide for a waiver of subrogation in favor of Landlord, and Tenant hereby waives all rights of recovery and causes of action against Landlord for any damage or destruction of any property, notwithstanding that the damage or destruction results from the negligence of Landlord or Landlord’s agents.

10.03. **Restrictions on Use.** Tenant shall not use the Premises for any business use or purpose deemed extra-hazardous; nor for any purpose which shall make void or voidable any insurance policy maintained by Landlord for the Property or which shall increase the cost to Landlord of any such insurance. If, as the result of Tenant’s use, Landlord’s cost to insure the Property increases, then Tenant shall reimburse Landlord for 100% of such increase.

10.04. **Landlord’s Insurance.** Landlord shall maintain (a) causes of loss-special form property insurance on the Property, in an amount Landlord reasonably determines prudent; and (b) such other endorsements and policies of insurance as Landlord may determine prudent or appropriate. The foregoing insurance may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of Landlord and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

11. **Use of Premises; Covenants.**

11.01. **Permitted Use.** Tenant shall use the Premises only for the Permitted Use and such other uses to which Landlord may consent, in Landlord’s sole discretion.

11.02. **Operating Requirements and Conditions to Permitted Use.** Tenant covenants and agrees that, as a condition to Tenant’s right to operate the Premises for the Permitted Use, it shall, at its cost:

(a) keep the Premises in a clean, careful, safe and proper manner:
(b) prevent the Premises from being used in any manner that may (i) injure the reputation of the Property, (ii) cause damage to the Premises or Property, (iii) constitute a nuisance or otherwise interfere with any other tenant’s use and quiet enjoyment of the Property; or (iv) constitute waste;

(c) abide by all reasonable rules and regulations established by Landlord, from time to time, with respect to the Property and its facilities, and improvements;

(d) not use or occupy the Premises, or any part thereof, for any purpose or in any manner that violates any applicable Legal Requirement, provided that Tenant may nonetheless use the Premises for the Permitted Use provided that such use complies, in all respects, with all applicable laws of the Commonwealth of Pennsylvania applicable to Tenant, including, without limitation, the Medical Marijuana Act and the rules and regulations promulgated thereunder;

(e) cause all garbage, trash, waste, and other refuse to be deposited into appropriate receptacles and disposed of in accordance with applicable Legal Requirements;

(f) keep the Premises free from of insects, rodents, vermin and other pests;

(g) not permit any person under Tenant’s authority or control, or otherwise present on the Property in connection with Tenant, to smoke or otherwise consume Controlled Substance (as that term is defined on Exhibit F);

(h) use all reasonable means to secure the Premises and operate the same in a manner that does not pose any material threat to the health or safety of any person present on or about the Property;

(i) keep all mechanical apparatus and equipment free of vibration and noise which may be transmitted beyond the Premises;

(j) not overload any mechanical, electrical, plumbing or utility systems serving the Premises;

(k) keep the Premises free from mold, rot, and rust;

(l) not use or store, or permit the use or storage of, any compressed gases or other inflammable fuels or substances, except to the extent Landlord expressly consents to the same, which consent may be conditioned upon the consent or approval of, and the satisfaction of any conditions required by, the mine inspector or other authority having jurisdiction;

(m) only dispose of waste water generated by Tenant’s Permitted Use (or that otherwise contains high volumes of fertilizers or other dissolved solids of types or in amounts not naturally occurring) in a manner permitted by applicable Legal Requirements, and shall not dispose of, discharge, or dump, or permit the disposition, discharging, or dumping of any such waste water into the stream or other sewer or equivalent system serving the Property, or in any other manner that may result in such waste water infiltrating ground water, and shall prevent the escape or release of insecticides and fertilizers;

(n) comply and cause the Premises to comply with all applicable Legal Requirements, including the requirements and recommendations of mine safety inspectors;

(o) not permit any objectionable odors to be released from the Premises, and Tenant shall take any and all actions that may be required, to prevent any
objectionable odors, including odors related to the growing and processing of marijuana, to Landlord's satisfaction, from being released from the Premises, including, without limitation, the installation of carbon air filtration and a scrubber;

(p) provide Landlord with copies of, and maintain in full force and effect, without restriction, at Tenant's sole cost and expense, any and all permits, licenses, and other consents and approvals that may from time to time be required to allow Tenant to operate the Premises for the Permitted Use in accordance with all applicable Legal Requirements of the Commonwealth of Pennsylvania; and

(q) upon receipt thereof, immediately provide Landlord with a copy of any notices or other communications of any character relating to any actual, threatened, alleged, or potential violation of the Medical Marijuana Act, any license or approval granted to or held by Tenant thereunder, or any Controlled Substances Law (by Tenant or relating to Tenant's business and operations.

11.03. Security. Tenant, at its sole cost and expense, shall take reasonable steps that Tenant may reasonably determine prudent, that Tenant may be required to take under applicable laws, or that Landlord may request, to maintain the security of the Premises against criminal activity associated with the presence and cultivation of marijuana at the Premises. Without limiting the generality of the foregoing, if the Premises are the subject of any attempted burglary or break-in, Landlord may hire, or require Tenant to hire (in either event, at Tenant's sole cost and expense), a security guard to monitor and patrol the Premises and the Property in the vicinity of the Premises.

11.04. Use for Cultivation. Tenant acknowledges that the Premises will be modified for the cultivation of living plants. Tenant shall be solely responsible for any maintenance, alterations, replacements or repairs to the Premises that may be necessary due to conditions associated with Tenant's use of the Premises, to comply with the requirements of this Lease, or to comply with the Medical Marijuana Act and any rules and regulations promulgated thereunder (including, without limitation, additional ventilation if necessary, treatment to control and eliminate mold, and correction of any moisture-related conditions). Landlord, at its option, may require Tenant, at Tenant's expense to provide Landlord with a written report from a qualified environmental contractor regarding management of mold, water damage, and moisture-related conditions in the Premises. Upon review of the results from the environmental contractor, Landlord, in Landlord's reasonable discretion, may require Tenant to remediate concerns identified in the report, at Tenant's sole expense.

11.05. Suspension or Termination of Activities. In the event the Tenant is in breach of this Article 11, Tenant shall, upon notice from Landlord, promptly take all action necessary to cure such breach to the satisfaction of Landlord, and in addition to all other remedies available to Landlord, Landlord shall have the right to require that Tenant temporarily cease all or a portion of its operations, as Landlord may instruct, until such time as such breach is cured to Landlord's satisfaction. If any aspect of the Permitted Use ceases to be permitted under state or local Legal Requirements, or if changes in federal policy occur that would likely result in the prosecution of those participating in the medical marijuana industry (including the repeal of or amendment to the Cole Memorandum), Tenant will notify Landlord of that fact and, Tenant, at the request of Landlord, will immediately and properly dispose of all such items (and remove them from the Premises) to the extent necessary to cause the Premises and Tenant's use thereof to comply with such Legal Requirements.

12. Alterations. Tenant shall not make any alterations, additions or improvements to the Premises (including, without limitation, roof and wall penetrations, and the foregoing,
collectively, "Alterations") without the prior written consent of Landlord, which consent may be withheld in Landlord’s reasonable discretion. Each request shall be accompanied by plans detailing the proposed Alteration. In connection with any request for an approval of Alterations by Tenant, Landlord may retain the services of an architect, engineer (including, without limitation, an electrical engineer), and such other professionals as Landlord may reasonably require. If Landlord shall consent to any Alterations proposed by Tenant, Tenant shall construct the Alterations in accordance with all applicable Legal Requirements using contractors acceptable to Landlord and shall, prior to construction, provide such assurances to Landlord as Landlord may reasonably require to protect Landlord against any loss from any mechanics’, laborers’ or materialmen’s liens or other liens, as well as proof of such insurance as Landlord may reasonably require (which may include, without limitation, builder’s risk, commercial general liability, automobile, and worker’s compensation policies), naming Landlord as additional insured as appropriate. At the time of completion of each Alteration, Tenant shall deliver to Landlord a set of final “as-built” plans showing such completed Alteration. Unless Landlord directs their removal, all Alterations remain with and become part of the Premises and Property upon the expiration or other termination of this Lease, and title shall pass to Landlord under this Lease as by a bill of sale. If the removal of any Alteration results in any damage to the Premises or Property, Landlord may perform any repair or restoration (or require Tenant to do so) at Tenant’s cost and expense, and this obligation shall survive the expiration or other termination of this Lease. Any Alterations will be made on Tenant’s behalf and not on Landlord’s behalf. Tenant will indemnify, hold harmless, and defend Landlord from and against any loss, damage, lien or cost (including reasonable attorneys’ fees and all court costs) Landlord incurs that may or might arise because of the making of or removal of any Alterations. If any Alteration is made without Landlord’s prior written consent, Landlord may correct or remove the same, and Tenant will be liable for any loss, damage, or cost (including reasonable attorneys’ fees and all court costs) Landlord incurs to perform this work.


13.01. Landlord’s Obligations. Landlord shall be responsible for all necessary maintenance and repair of any other common facilities or elements shared by or reserved for the common use of any tenant or occupant in addition to Tenant, if any. Notwithstanding the foregoing, if any of item of maintenance, repair, or replacement is required due to the acts or omissions of Tenant or any of Tenant’s agents, employees, or contractors, or due to any breach of Tenant’s obligations under this Lease, then Tenant shall reimburse Landlord for the cost thereof upon demand. Tenant shall notify Landlord of the need for any maintenance or repairs promptly after becoming aware thereof. Landlord shall use reasonable efforts to minimize any disruption to Tenant’s business operations caused by such maintenance or repairs and shall cooperate in a reasonable manner with Tenant regarding the timing thereof. Landlord shall not be liable to Tenant by reason of any injury to or interference with Tenant’s business arising from any such maintenance or repairs, unless resulting from Landlord’s gross negligence or willful misconduct. In no event will Landlord have any obligation to repair or maintain Tenant’s Work or any furniture, fixtures, or equipment owned or installed by Tenant.

13.02. Tenant’s Obligations. Tenant at its expense shall keep the Premises and all Alterations (including Tenant’s Work), fixtures, and equipment, in good order, repair and condition at all times during the Term, ordinary wear and tear excepted. Tenant shall, at its own cost and expense, be responsible for the purchase, installation, maintenance, repair, and any necessary replacement of the HVAC and air handling and treatment (including filtration and odor mitigation) systems and equipment that serve the Premises or that are required by
14. Compliance with Statutes. Tenant shall, at its sole cost and expense, comply with all applicable Legal Requirements (including Environmental Laws), affecting (a) Tenant’s use and occupancy of the Premises, (b) any improvements constructed within the Premises by or on behalf of Tenant, including Tenant’s Work and other Alterations, and (c) any equipment installed by or on behalf of Tenant. Further, from and after the Delivery Date, Tenant shall be solely responsible for causing the Premises and the completion of Tenant’s Work to comply with applicable Legal Requirements. Tenant, within ten days after receipt, shall provide Landlord with copies of any notices Tenant receives regarding a violation or alleged or potential violation of any Legal Requirement or of any requirements or conditions to which the Permit is subject, or to which Tenant is subject by virtue of holding the Permit. The requirements of this Section shall not be construed to prohibit Tenant from using the Premises for the Permitted Use in accordance with the Medical Marijuana Act.

15. Tenant’s Property in the Premises. All of Tenant’s personal property, Alterations, trade fixtures, and other property of Tenant of every kind or description that may at any time be in the Premises shall be kept at Tenant’s sole risk, and Landlord shall not be liable for any damage to such property, or for any loss suffered by any cause whatsoever, including water leaks, the bursting, overflowing, or leaking of sewer or pipes, from the heating or plumbing fixtures, from electric wires, from gas or odors, or caused in any manner whatsoever.

16. Access to Premises. Landlord and Landlord’s agents and representatives and appropriate governmental authorities shall have the right to enter and inspect the Premises at reasonable times during business hours, upon reasonable advance notice and subject to any requirements of the Medical Marijuana Act, with respect to access to such facilities, to: (a) ascertain the condition of the Premises; (b) supply any service to be provided by Landlord to Tenant hereunder; and (c) make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease. To the extent that certain governmental authorities have the right to make unannounced inspections of the Premises (not subject to any conditions or requirements, including those set forth in the Medical Marijuana Act), Landlord shall promptly notify Tenant upon becoming aware of such inspection in order to permit Tenant or its representatives to be present for such inspection.

17. Liability and Indemnification.

17.01. Waiver of Landlord’s Liability. Except for Landlord’s gross negligence or willful misconduct, Landlord shall not be liable to Tenant or any of Tenant’s employees, agents, guests, representatives, contractors, subcontractors, assignees, subtenants, licensees or invitees (the “Tenant Parties”), and Tenant (on behalf of itself and all Tenant Parties) hereby waives all claims against Landlord and all Landlord Parties, for (a) any injury or death to any person and (b) any damage to or destruction of any property. Tenant hereby assumes all risk of
loss or damage to furnishings, fixtures, equipment, supplies, merchandise and other property located in the Premises, except to the extent such loss or damage is caused by the gross negligence or willful misconduct of Landlord. Except as otherwise expressly provided in this Lease, in no event shall Landlord be liable to Tenant or any Tenant Party for any damages arising out of any interruption or loss of business, lost revenues or lost profits, or any consequential, special, punitive or other non-direct damages, and Tenant (on behalf of itself and all Tenant Parties) hereby waives any right to assert any claim for such damages.

17.02. Indemnification.

(a) Tenant shall indemnify, defend and hold harmless Landlord and Landlord’s members, managers, officers, employees, agents, and other representatives (each, a “Landlord Party”) from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation attorneys’ fees and disbursements and court costs) of any kind or nature (collectively, “Losses”) arising from or related to: (i) any default by Tenant in its obligations under this Lease; (ii) the use, operation, or occupancy of the Premises by Tenant or those claiming through Tenant; and (iii) any acts or omissions of Tenant or any other Tenant Party in, on or about the Premises or Property.

(b) If any claim, action or proceeding (each a “Proceeding”) is made or brought against any Landlord Party for which such Landlord Party is entitled to indemnification under subsection (a) above or any other provision of this Lease then, upon demand by such Landlord Party, Tenant, at its expense, shall resist or defend such Proceeding in such Landlord Party’s name (if necessary), by attorneys selected by Tenant. Notwithstanding the foregoing, a Landlord Party may retain its own attorneys to participate or assist in defending any Proceeding involving potential liability in excess of the amount available under Tenant’s liability insurance carried pursuant to this Lease for such claim, at Landlord Party’s expense. If Tenant fails to diligently defend following written notice by Landlord Party and Tenant’s failure to reasonable correct any deficiency, then Landlord may retain separate counsel at Tenant’s expense. Tenant may settle, or direct a Landlord Party to settle, any Proceeding provided that (i) such settlement involves no obligation on the part of such Landlord Party other than the payment of money, (ii) any payments to be made pursuant to such settlement are paid in full exclusively by Tenant at the time such settlement is reached, (iii) such settlement does not require such Landlord Party to admit any liability and (iv) such Landlord Party receives an unconditional release from the other parties to such Proceeding.

18. Subordination. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or related security instrument now or hereafter on the Property or the Premises. The foregoing subordination is self-operative, and no further instrument is required, but within ten days of demand by Landlord or Landlord’s mortgagee. Tenant shall execute and deliver to Landlord such further instruments as Landlord or its mortgagee may request to carry out the purposes of this Section.


19.01. Repair or Termination by Landlord. If all or any part of the Property is damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing. Landlord shall have the right to terminate this Lease if: (a) the Property shall be damaged so that, in Landlord’s judgment, substantial alteration or reconstruction of the Property is required (whether or not the Premises have been damaged); (b) Landlord is not permitted by Legal Requirement to rebuild the Property in substantially the same form as existed before the fire or casualty; (c) the Premises have been materially damaged and there are fewer than two years of the Term remaining on the date of the casualty; (d) any mortgagee requires that the
insurance proceeds be applied to the payment of the mortgage debt; or (e) an uninsured loss of the Property occurs notwithstanding Landlord’s compliance its insurance obligations under this Lease, or the available proceeds are, in Landlord’s reasonable determination, insufficient to restore the same. Landlord may exercise its right to terminate this Lease by notifying Tenant in writing within 90 days after the date of the casualty. If Landlord does not terminate this Lease under this Section, Landlord shall commence and proceed with reasonable diligence to repair and restore the Property to substantially the same condition as existed immediately prior to the date of damage; provided, however, that Landlord shall only be required to reconstruct building standard leasehold improvements existing in the Premises as of the date of damage, and Tenant shall be required to pay the cost for restoring any other leasehold improvements, including Tenant’s Work. In no event shall Landlord be required to spend more than the insurance proceeds received by Landlord.

19.02. Termination by Either Party. If all or part of the Premises or Property is damaged by fire or other casualty, and Landlord determines that the damage cannot reasonably be restored within [number] of its occurrence, then (a) Landlord shall provide Tenant with written notice of Landlord’s estimate of the time required to complete restoration and repair, and (b) either party may terminate this Lease within [number] of the date of Landlord’s notice. Tenant, however, shall not have the right to terminate this Lease if the fire or casualty was caused by the negligence or intentional misconduct of Tenant or its agents or employees, or if the Premises are still reasonably capable of being operated for the Permitted Use. If neither party terminates this Lease under this Section 19.02, then Landlord shall repair and restore the Premises in accordance with, and subject to the limitations of, Section 19.01.

19.03. Abatement. If a material portion of the Premises is damaged as a result of a fire or other casualty, the Base Rent shall abate for the portion of the Premises that is damaged and not usable by Tenant until substantial completion of the repairs and restoration required to be made by Landlord pursuant to Section 19.01. Tenant, however, shall not be entitled to such abatement if the fire or other casualty was caused by the negligence or intentional misconduct of any of the Tenant or its agents or employees. Landlord shall not be liable for any loss or damage to Tenant’s Property or to the business of Tenant resulting in any way from the fire or other casualty or from the repair and restoration of the damage.

20. Eminent Domain.

20.01. Taking of Property. If all of the Property, or such portion thereof as may materially and adversely affect the use of the Property by Landlord or any of its tenants, is taken by any public or quasi public authority under the power of eminent domain, or transferred in lieu of such taking (a “Taking”), Landlord shall have the right, at its option by notice to Tenant to such effect, to terminate this Lease. If Landlord so notifies Tenant, this Lease shall terminate on the date when such Taking becomes effective with any prepaid rents refunded to Tenant.

20.02. Partial Taking. If a portion of the Property is Taken and (a) such Taking permanently deprives Tenant of a reasonable means of access to the Premises or (b) the portion of the Property so Taken contains more than [percentage] of the total area of the Premises occupied by Tenant immediately prior to such Taking, Tenant may terminate this Lease by notice to Landlord [number]. If Tenant so notifies Landlord, this Lease shall terminate on the date when such Taking becomes effective.

20.03. Restoration and Abatement of Rent. If a portion of the Premises is Taken and this Lease is not terminated in accordance with this Section 20, then (a) Landlord,
without being required to spend more than it collects as an award for the Taking such portion of the Premises (after taking into account the requirements of any Mortgage), shall restore that part of the Premises not so taken to a self-contained rental unit substantially equivalent (with respect to character, quality, appearance and services) to that which existed immediately prior to such taking and (b) Rent shall be justly and equitably abated and reduced according to the nature and extent of the loss of use thereof suffered by Tenant. Tenant is not entitled to any compensation from Landlord for any loss of the use of all or any part of the Premises or any inconvenience, annoyance or interruption or loss of business, or for any other damage whatsoever, occasioned by any such taking or restoration.

20.04. Award. Landlord shall have the sole right to receive any award or payment made in connection with any Taking. Tenant agrees to make no claim for compensation as a result of any such Taking, provided that nothing contained herein shall prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's property installed in the Premises which does not become Landlord's property upon the termination of this Lease and for relocation expenses, provided that such claim does not affect the amount of compensation otherwise recoverable by Landlord from the taking authority.

21. Assignment and Subletting. Notwithstanding any reference in this Lease to the successors or assigns of Tenant, Tenant shall not assign this Lease, sublet all or any portion of the Premises, or permit any other person or entity to occupy same without the prior written consent of Landlord, not to be unreasonably withheld, delayed or conditioned. The assignment of this Lease or the subletting of all or any portion of the Premises, even with the consent of Landlord, shall not relieve Tenant from liability for payment of Rent or other sums herein provided, or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of Rent from any other person shall not be deemed to constitute Landlord's waiver of any of the provisions of this Lease, or to constitute Landlord's consent to the assignment of this Lease or subletting of the Premises. Landlord shall have the right to subdivide the Premises in its sole discretion, and may assign this Lease at any time without the consent of Tenant.

22. Default By Tenant.

22.01. Events of Default. All rights and remedies of Landlord set forth in this Lease and in this Section 22 shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity. Landlord may declare that a default or breach of this Lease by Tenant has occurred (an "Event of Default") if:

(a) Tenant shall fail, neglect, or refuse to pay, in full and on or before the day on which due, any installment of Rent, Additional Rent, or any other payment or reimbursement to Landlord required herein, and such failure shall continue for a period of five business days;

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than by failing to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, and does not cure such failure within ten business days after written notice thereof to Tenant; provided, however, that if the default involves a hazardous condition, it shall be cured forthwith;

(c) Tenant shall remove or attempt to remove all or substantially all of the goods or chattels from the Premises or shall have execution issued against it or on its goods or personal property on the Premises;

(d) Tenant abandons or vacates the Premises;
(e) The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for ten days after written notice thereof to Tenant;

(f) Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof;

(g) A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within 30 days from the date of entry thereof; or

(h) Tenant fails to maintain the Permit in full force and effect throughout the Term, or otherwise fails to operate in strict accordance with all applicable requirements of the Medical Marijuana Act.

22.02. Remedies Upon Default. Upon the occurrence of any uncured events of default described in Section 22 or elsewhere in this Lease, and subject to Tenant's cure provisions contained herein or provided for by law, Landlord shall have the option to pursue anyone or more of the following remedies, in addition to all other rights and remedies that may be available to Landlord pursuant to this Lease or at law or in equity:

(a) Landlord may continue this Lease in full force and effect (and this Lease shall continue in full force and effect as long as Landlord does not terminate this Lease as provided below), and Landlord shall have the right to collect Rent when due. Further, with respect to an Event of Default pursuant to Section 22.01(b), Landlord shall have the right (but shall not, in any event, be obligated) to cure the Event of Default on behalf of Tenant.

(b) With or without terminating this Lease, Landlord may, at its sole option, (i) re-enter the Premises or any part thereof, (ii) repossess the Premises and dispossess Tenant and any other Persons from the Premises and remove any and all of their property from the Premises in any manner permitted under applicable law, and (iii) relet all or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for any term ending before, on or after the expiration of the Term, at such rental and upon such other conditions (which may include concessions and free rent periods) as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to accept any tenant offered by Tenant and shall not be liable for failure to relet or, in the event of any such reletting, for failure to collect any rent due upon any such reletting; and no such failure shall relieve Tenant of, or otherwise affect, any liability under this Lease. Any rent received by Landlord in connection with any reletting which is in excess of the Rent due hereunder shall be payable to Landlord. Tenant shall pay to Landlord, upon demand, all reasonable expenses incurred by
Landlord in connection with Landlord's re-entry upon the Premises and any reletting of the Premises, including without limitation repossession costs, brokerage commissions, attorneys' fees and disbursements and alteration costs.

(c) Landlord may, at its sole option, give to Tenant notice of termination of this Lease (which notice may be given concurrently with any required notice of an Event of Default), in which event this Lease shall terminate with the same force and effect as if the date set forth in such notice was stated expiration date of the then-current Term. In such event, Tenant shall quit and surrender the Premises to Landlord, and Landlord may exercise any of its remedies under subsection (b) above. In addition, Tenant shall pay to Landlord the following:

(i) upon demand, all items of Rent payable under this Lease by Tenant to Landlord with respect to periods prior to the date of termination;

(ii) in monthly installments, on the days specified in this Lease for payment of installments of Base Rent, the difference between (A) the Rent for the period which otherwise would have constituted the unexpired portion of the Term (assumed the Additional Rent during such period to be the same as was payable for the year immediately preceding such termination, and (B) the net amount, if any, of rents collected under any reletting of the Premises for any part of such period (such amount being referred to as the "Deficiency"), it being understood that Landlord shall be entitled to recover the Deficiency from Tenant each month as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Landlord shall have collected any monthly Deficiency, upon demand, in lieu of any further Deficiency and as liquidated and agreed final damages, a sum equal to (A) the amount of the Rent for the period which otherwise would have constituted the unexpired portion of the Lease Term (assuming the Additional Rent during such period to be the same as was payable for the year immediately preceding such termination, and (B) the aggregate amount of Deficiencies theretofore collected by Landlord for the same period. If Tenant pays the amount required by this clause and all other amounts that Tenant is required to pay under this Lease, and if Landlord has relet, or subsequently relets, the Premises or any portion thereof for any portion of the unexpired Lease Term, then Landlord shall pay to Tenant, promptly after it receives the same, all rent received from such replacement tenant(s) during the unexpired portion of the Lease Term, net of all costs incurred by Landlord in reletting the Premises or such portion thereof (to the extent not previously paid by Tenant); provided, that in no event shall the amount paid by Landlord exceed, on a monthly basis, the amount paid by Tenant under this clause divided by the number of months in the unexpired Lease Term used in calculating Tenant's payment.

(d) Whether or not this Lease is terminated, Landlord may, at its sole option, retain all monies, if any, paid by Tenant to Landlord, whether as prepaid Rent or otherwise, which monies, as well as any monies owed by Landlord to Tenant under this Lease, to the extent not otherwise applied to amounts due and owing to Landlord or paid by Landlord,
shall at Landlord’s option, either be held by Landlord as additional security under the Lease or credited by Landlord against any damages payable by Tenant to Landlord.

(e) Landlord may collect from Tenant (and Tenant shall be liable to Landlord for) any amount necessary to compensate Landlord for Tenant’s failure to perform its obligations under this Lease, including, without limitation, any costs or expense incurred by Landlord in: (i) retaking possession of the Premises, including reasonable attorneys’ fees therefor; (ii) maintaining or preserving the Premises after such default; (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting; (iv) leasing commissions; and (v) any other costs necessary or appropriate to relet the Premises.

22.03. Confession of Judgment. THE FOLLOWING PARAGRAPHS SET FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT, TENANT HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, AND, EXCEPT AS PROVIDED HEREBIN, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE TENANT HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

(a) Confession of Judgment for Possession. TENANT IRREVOCABLY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR CLERK OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT SET FORTH IN SECTION 22 FOR POSSESSION OF THE PREMISES, WITHOUT STAY OF EXECUTION. TO THE EXTENT PERMITTED BY LAW, TENANT RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A VERIFIED COPY OF THIS LEASE IS FILED, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL LEASE. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND JUDGMENT MAY BE CONFESSION AS OFTEN AS ANY EVENT OF DEFAULT HEREFUNDER OCCURS. SUCH AUTHORITY MAY BE EXERCISED DURING OR AFTER THE EXPIRATION OF THE LEASE TERM AND/OR DURING OR AFTER THE EXPIRATION OF ANY EXTENDED OR RENEWAL TERM. IF SUCH PROCEEDING IS TERMINATED AND THE POSSESSION OF THE PREMISES REMAINS IN OR IS RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT FOR THE SAME EVENT OF DEFAULT AND UPON ANY SUBSEQUENT EVENT OR EVENTS OF DEFAULT, OR UPON THE TERMINATION OF THIS LEASE UNDER ANY OF THE TERMS OF THIS LEASE, TO BRING ONE OR MORE FURTHER ACTION OR ACTIONS TO RECOVER POSSESSION OF THE PREMISES AND CONFESS JUDGMENT FOR THE RECOVERY OF POSSESSION OF THE PREMISES AS PROVIDED HEREBIN.

(b) Confession of Judgment for Rent. TENANT IRREVOCABLY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR CLERK OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT, UPON THE OCCURRENCE OF AN EVENT OF DEFAULT SET FORTH IN SECTION 22, FOR SUCH RENT AND OTHER SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS LEASE, WHETHER BY ACCELERATION OF RENT OR OTHERWISE, WITHOUT STAY OF EXECUTION AND

TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY’S COMMISSION AS A REASONABLE ATTORNEY’S FEE, TO THE EXTENT PERMITTED BY LAW, TENANT RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A VERIFIED COPY OF THIS LEASE IS FILED, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL LEASE. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND JUDGMENT MAY BE CONFESSIONED AS OFTEN AS ANY EVENT OF DEFAULT HEREUNDER OCCURS. SUCH AUTHORITY MAY BE EXERCISED DURING OR AFTER THE EXPIRATION OF THE LEASE TERM AND/OR DURING OR AFTER THE EXPIRATION OF ANY EXTENDED OR RENEWAL TERM.

22.04. Remedies Cumulative. Landlord shall be entitled to pursue all or any of the remedies provided for in this Section 22, otherwise in this Lease, or available at law or in equity. Except as may be prohibited by applicable law, all of Landlord’s rights and remedies shall be cumulative and may be exercised singularly or concurrently. Landlord’s election to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Tenant shall not affect Landlord’s right to declare a default and to exercise its rights and remedies, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained.

23. Landlord’s Right to Perform. If Tenant defaults in the performance of its obligations under this Lease (whether or not such default constitutes an Event of Default), Landlord, without waiving such default, may (but shall not be obligated to) perform such obligations at Tenant’s expense (a) immediately, and without notice, in the case of emergency or if the default (i) materially interferes with the use of the Property by any other tenant, (ii) constitutes a material and direct or imminent threat to health or human safety, or (iii) results in a violation of any Legal Requirement, and (b) in any other case, if such default continues after ten days from the date Landlord gives notice of Landlord’s intention to perform the defaulted obligation, or such greater period for cure as may be provided for in this Lease with respect to any covenant or obligation. All costs and expenses incurred by Landlord in connection with any such performance by it shall be paid by Tenant to Landlord on demand, with interest thereon at the Default Rate from the date incurred by Landlord.

25. No Waiver of Tenant’s Default. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of Rent by Landlord at any time when Tenant is in default under any covenant or condition hereof, be construed as a waiver of such default or of Landlord’s right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default in any of its covenants or conditions hereunder, an acceptance by Landlord of rental during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such other rights and remedies as Landlord may have, shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues beyond any applicable notice and cure periods, terminate this Lease on account of such default in the manner hereinbefore provided.
26. **Estoppel Certificate by Tenant.** Tenant agrees at any time within ten business days of its receipt of Landlord’s written request to execute, acknowledge and deliver to Landlord a written statement certifying to Landlord and such other person or persons identified by Landlord that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modification), and the dates to which all rents and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgages of the fee of the Premises.

27. **Surrender of Premises.**

27.01. **Surrender.** No act or thing done by Landlord or Landlord’s agents, employees, or representatives shall be deemed an acceptance of a surrender of the Premises, unless such Landlord’s acceptance of a surrender is specifically acknowledged and agreed to in a writing signed by Landlord and Tenant.

27.02. **Condition of Premises.** Tenant covenants and agrees to deliver up and surrender to Landlord possession of the Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the Term of this Lease, ordinary wear and tear excepted. Acceptance of delivery of the Premises or opening same for business shall be deemed conclusive evidence that the Premises, as to patent matters, were in good order and condition at the commencement of the Term of this Lease.

28. **Holding Over.** Landlord and Tenant recognize that Landlord’s damages resulting from Tenant’s failure to timely surrender possession of the Premises may be substantial, may exceed the amount of the Rent payable hereunder and will be impossible to accurately measure. Accordingly, if Tenant does not surrender possession of the Premises to Landlord upon the expiration or other termination of this Lease then, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall (a) pay to Landlord for each month (or any portion thereof) during which Tenant holds over in the Premises after the expiration or other termination of this Lease, and other charges payable under this Lease for the last full calendar month of the Term, (b) if such holdover exceeds 30 days, be liable to Landlord for (i) any payment or rent concession which Landlord may be required to make to any tenant obtained by Landlord for all or any part of the Premises in order to induce such tenant not to terminate its lease by reason of the holding-over by Tenant, and (ii) the loss of the benefit of the bargain if any such tenant shall terminate its lease by reason of the holding-over by Tenant, and (c) indemnify, defend and hold Landlord harmless from and against all claims for damages by any such tenant. No holding-over by Tenant, nor the payment to Landlord of the amounts specified above, shall operate to extend the Lease Term. Nothing in this Lease shall be deemed to permit Tenant to retain possession of the Premises after the expiration or other termination of this Lease, and no acceptance by Landlord of payments from Tenant after such date shall be deemed to be other than on account of the amounts to be paid by Tenant in accordance with the provisions of this Section.

29. **Mechanics and Other Liens.** Tenant shall have no authority to create or place any lien or encumbrance of any kind upon the Premises or Property, or any portion thereof, or any interest of Tenant therein, and shall keep the same free from all liens and encumbrances arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and Tenant shall indemnify and hold harmless Landlord from and against, and reimburse Landlord for and with respect to, any and all claims, causes of action, damages, expenses (including reasonable attorneys’ fees), arising from or in connection with any such
liens. Any mechanics' lien filed against the Premises or Property, or any part thereof, or Landlord's or Tenant's interest therein, for work done by or materials furnished to Tenant or for any reason whatsoever by reason of Tenant's acts and omissions or the acts or omissions of Tenant or its employees, agents, representatives, contractors, or licensees or because of a claim against Tenant or its employees, agents, representatives, contractors, or licensees shall be discharged by Tenant at its expense within after filing thereof by making the required cash deposit into court, by filing of the bond permitted by law, by payment, by satisfaction or otherwise. Should Tenant fail to discharge any such lien within said Landlord may, at its option, pay or otherwise discharge such lien, or pursue any or all of the other remedies provided in this Lease, at law, or in equity, and Tenant shall pay Landlord on demand as Additional Rent any sums paid by Landlord, together with default interest as set forth in this Lease. 49 P.S. §1303(d) provides that no mechanics lien shall be allowed against the estate of an owner in fee by reason of any consent given by such owner to a tenant to improve the leased premises unless it shall appear in writing signed by such owner that the erection, construction, alteration or repair was in fact for the immediate use and benefit of the owner. Landlord and Tenant hereby agree, represent and warrant that any maintenance, erection, construction, alteration or repair by Tenant hereunder is NOT, in fact, for the immediate use and benefit of the owner/Landlord and, as a result, no lien shall be allowed against the estate of owner/Landlord as a matter of law.

NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT, AND THAT NO MECHANIC'S OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE REVERSION OR OTHER ESTATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES OR THE PROPERTY.

30. Titles of Sections. The titles of the sections throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.

31. Force Majeure. Neither Landlord nor Tenant shall be in default of its obligations under this Lease if, and only for so long as, it is prevented from perform or complying with its obligations (or performance or compliance would be commercially unreasonable) due to the occurrence of an event of Force Majeure, provided such event is not the fault of the party delayed in performing the obligation under this Lease; provided, however, that an event of Force Majeure shall not excuse any obligation of Tenant to pay Rent when and as due. "Force Majeure" means any period during which Landlord or Tenant shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strikes, lock-outs, weather conditions, breakdown, accident, casualties, earthquakes, acts of God, governmental laws, orders or regulations, action or inaction of governmental authorities (it being agreed, however, that failure by any government authority to renew Tenant's license under the Medical Marijuana Act in order for it to continue the Permitted Use, shall not be a Force Majeure), riots, insurrection, war or other causes beyond the reasonable control of Landlord or Tenant, or for any cause due to any act or neglect of the other party hereto or its respective servants, agents, employees, licensees, or any person claiming by, through or under them.

32. Notices. Any notice or demand given pursuant to this Lease shall be made in writing and sent by certified mail, return receipt requested, or by nationally recognized courier service providing written confirmation of delivery, to the addresses of the parties specified in
Section 1.10, or such other address as a party may designate by notice given in accordance with this paragraph. Notice shall be deemed to have been given or served on the delivery date indicated by the United States Postal Service or courier service on the return receipt or on the date such delivery is refused.

33. **Provisions Binding.** Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. The obligations of Tenant pursuant to this Lease, including the obligation to pay Rent, are separate and independent covenants and agreements, and will continue to be performable or payable in all events, unless the requirement to pay or perform has been suspended, abated, terminated, or offset pursuant to an express provision of this Lease.

34. **Waiver of Landlord and Tenant Act.** Tenant expressly waives to Landlord all the benefits of Act No. 20, approved April 6, 1951, entitled “The Landlord and Tenant Act of 1951” including without limitation any requirement of notice to vacate the Premises at the end of any Term of this Lease and covenants and agrees to give up quiet and peaceful possession without further notice from Landlord.

35. **Waiver of Jury Trial; Counterclaims.** LANDLORD AND TENANT MUTUALLY AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, THEY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT’S USE OF OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE. It is further mutually agreed that in the event Landlord commences any summary proceeding for possession of the Premises, Tenant will not interpose any non-compulsory counterclaim of whatever nature or description in any such proceeding but, rather, will assert any such claim which Tenant might have in a separate independent action.

36. **Attorneys' Fees.** If either Landlord or Tenant institutes any action or proceeding against the other party relating to the provisions of this Lease or any default hereunder beyond any applicable notice and cure periods, the non-prevailing party in such action or proceeding shall reimburse the prevailing party in a final, non-appealable judgment for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. The prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court in the action or proceeding itself without the necessity for a cross action by the prevailing party. In addition to the foregoing award of attorneys' fees, costs and disbursements to the prevailing party, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and disbursements in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Lease and its Term.

37. **Severability.** If any term or provision of this Lease is or is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Lease contained shall not affect the remaining portions of this Lease or any part thereof.
38. Landlord's Liability. The liability of Landlord to Tenant for any default by Landlord under this Lease will be limited to the interest of Landlord in the Property, and Tenant agrees to look solely to Landlord's interest in the Property for the recovery of any judgment against Landlord, it being intended that neither Landlord, nor any officer, director, shareholder, partner or member of Landlord, shall have any individual or personal liability whatsoever with respect to this Lease. Notwithstanding any contrary provision of this Lease, Tenant shall not have the right to offset or deduct any amount owed to Tenant pursuant to any claim against Landlord from any Rent or other sum payable by Tenant to Landlord hereunder. Tenant's sole remedy for recovery upon such claim shall be to institute an independent action against Landlord. Notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord be liable to Tenant for, and Tenant hereby waives any and all claims against Landlord for, any lost profits, damage to business, or any form of special, indirect or consequential damage on account of any default or breach by Landlord under this Lease or otherwise. Wherever in this Lease Landlord's consent or approval is required, if Landlord shall refuse such consent or approval, Tenant shall not make or be entitled to make, and Tenant hereby waives, any claim for damages based upon any assertion that Landlord unreasonably withheld, conditioned or delayed its consent or approval. Tenant's sole remedy with respect to the same shall be an action or proceeding for specific performance, injunction or declaratory judgment. In the event of the sale or other transfer of Landlord's interest in the Premises, Landlord shall thereupon and without further act by either party be released and discharged of all of its obligations under this Lease, whether then accrued or thereafter accruing.

39. Landlord's Consent. If any provision of this Lease subjects any act or omission of Tenant to the prior consent or approval of Landlord, Landlord shall have the right to exercise its sole and unfettered discretion in determining whether to grant or deny such consent or approval unless the provision in question states that Landlord's consent or approval "shall not be unreasonably withheld," in which event Landlord's consent or approval shall be subject to Landlord's sole, but reasonable, discretion.

40. Time of the Essence. Time is of the essence with respect to this Lease and each of its provisions.

41. Patriot Act. Landlord and Tenant each represents that neither Landlord nor Tenant nor any of their constituents or affiliates are in violation of any Legal Requirements relating to terrorism or money laundering, including the Executive Order and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act").

42. Complete Agreement. This Lease (including all exhibits, riders, and addenda to this Lease) contains the entire agreement between the parties hereto, and no agent, representative or officer of Landlord has authority to make or has made any statement, agreement or representation, either oral or written in connection herewith, modifying adding or changing the terms and conditions herein set forth. No dealings between the parties or custom will contradict, vary, add to or modify the terms hereof. This Lease may not be modified or amended except by a written agreement executed by Landlord and Tenant.

43. Brokers. Landlord shall be solely responsible for paying any commission or other fee payable to any broker or finder representing Landlord in connection with this Lease. Tenant represents and warrants that Tenant has not been represented by any broker, agent, or finder in connection with this Lease and the transactions contemplated hereby that is or may be entitled to be paid any fee or commission, and Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any and all claims, causes of action, expenses, damages, costs, and other expenses, including reasonable attorneys' fees, incurred by Landlord as a result.
of any broker or finder making any claim or demand for any such fee or commission, whether or not any legal proceeding is commenced in connection therewith.

44. **Confidentiality.** Each party covenants, agrees and expressly acknowledges that this Lease and its terms are confidential and shall not be disclosed to any third parties without the written consent of the other party; provided, however, that a party is permitted to disclose the terms of this Lease to its financial and legal advisers, for the purpose of obtaining their professional advice, without requiring the consent of the other party. The unauthorized use or disclosure of such confidential terms of this Lease shall constitute a breach of contract and cause irreparable injury to the non-breaching party for which the non-breaching party shall have the right to seek any and all remedies available at law or equity. The provisions of this paragraph shall survive any expiration or termination of this Lease. Notwithstanding the foregoing, the parties shall be entitled to make all disclosures reasonably required for the disclosing party to comply with applicable Legal Requirements.

45. **Rules and Regulations.** Tenant shall also be required to comply with the Rules and Regulations for the Premises and the Property, the current form of which (if any) are attached to this Lease as Exhibit E. Landlord reserves the right to reasonably amend such Rules and Regulations from time to time upon notice to Tenant.

46. **Venue and Applicable Law.** Any dispute arising out of or relating to this Lease, directly or indirectly, and all actions to enforce this Lease, shall be dealt with and adjudicated in the state courts of the Commonwealth of Pennsylvania located in Lawrence County, and Landlord and Tenant each hereby expressly and irrevocably submit themselves to the jurisdiction of such courts. This Lease and the rights and obligations of the parties arising hereunder shall be construed in accordance with the internal substantive laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

47. **Guaranty.**

[Agreement Continues on Following Page]

[Remainder of Page Intentionally Blank]
48. Tenant’s Understanding. TENANT ACKNOWLEDGES THAT TENANT UNDERSTANDS THE CONFESSION OF JUDGMENT AUTHORIZED IN SECTION 22.03 OF THIS LEASE; THAT THIS TRANSACTION IS COMMERCIAL IN NATURE; AND THAT TENANT WAIVES ANY RIGHT TO A HEARING OR TRIAL IN COURT WHICH WOULD OTHERWISE BE REQUIRED BY LAW AS A CONDITION PRECEDENT TO LANDLORD’S OBTAINING THE JUDGMENT AUTHORIZED IN SECTION 22.03.

In Witness Whereof, Landlord and Tenant have caused this Lease to be signed as of the date first set forth above.

Title: [Redacted]

RAYS LLC
By: [Signature]

Name: Silvan Lutkewitte
Title: CEO
Exhibit B-1

Commencement Memorandum (Production A Space)

All other terms and conditions of the Lease are hereby ratified and acknowledged to be unchanged.

Agreed and Executed this ___ day of ____________, 201__.

BAY, LLC
By: __________________________

Name: ________________________
Title: ________________________

By: __________________________

Name: Silvan Lutkewitte
Title: CEO
Attachment A

Description of Production Areas
All other terms and conditions of the Lease are hereby ratified and acknowledged to be unchanged.

Agreed and Executed this ___ day of ____________, 201__.

By: __________________________________________

Name: ________________________________________

Title: ________________________________________

BAY, LLC

By: __________________________________________

Name: Silvan Lutkewitte

Title: CEO
Exhibit C
Landlord's Work

Landlord has committed to delivery of [redacted] square feet of structurally sound, dry, clean space with a concrete floor. Accordingly, in advance of delivery [redacted], Landlord must:

[Redacted text]

This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.708(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22
Exhibit D

Tenant’s Work

Tenant shall be solely responsible for all interior work and other work related to the Premises (other than the Landlord Work). All Tenant Work must be preapproved by Landlord as provided for in the Lease.

Rules and Regulations

Tenant and Tenant’s servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with, these Rules and Regulations and such other and further reasonable Rules and Regulations as Landlord may from time to time adopt as permitted by the Lease. In the event of any conflict between these Rules and Regulations and the terms of the Lease, the terms of the Lease shall control.

2. Access. Landlord may refuse admission to the Property after ordinary business hours to any person not known to Landlord in charge or not having proper identification issued by Landlord, and may require all persons admitted to or leaving the Property after ordinary business hours to register. Tenant’s employees, agents, and visitors shall be permitted to enter and leave the Property after ordinary business hours whenever appropriate arrangements have been previously made between Landlord and Tenant with respect thereto. Tenant shall be responsible for all such persons for whom it requests such permission and shall be liable to Landlord for all acts of such persons. Landlord may require any person or vehicle leaving the Property with any package or other object to exhibit a pass from Tenant from whose premises the package or object is being removed, but the establishment and enforcement of such requirements shall not impose any responsibility on Landlord for the protection of Tenant against the removal of property from the Premises of Tenant. Landlord shall in no way be liable to Tenant for damage or loss arising from the admission, exclusion, or ejection of any person to or from the Premises of Tenant, or the Property under the provision of this rule.

3. Deliveries. Landlord may require Tenant to receive, and require its vendors to pick up and deliver, goods, supplies, merchandise and packages in the manner, at such times and in such areas as may be reasonably designated by Landlord.

4. Parking. Parking within the Property is restricted and shall be limited to the parking area provided by Landlord applicable to the Premises. Employee parking may be restricted to areas designated by Landlord. Landlord may issue additional rules regarding parking, and may provide for towing of vehicles parked in violation of rules. Tenant agrees to cause its employees to comply with parking rules. Trailer parking shall be restricted to those areas designated by Landlord and shall be subject to a reasonable fee for overnight parking.

5. Trash, Other Services. Tenant shall remove all trash from the Property and properly dispose of it so as not to attract rodents or other pests into the Property, and Tenant will restrict trash to areas designated by Landlord, if Landlord so elects to designate such areas. If Tenant fails, refuses, or neglects to keep such areas free from all obstruction and in a clean and sightly condition, Landlord reserves the right to clean or cause to be cleaned such areas and to charge Tenant a reasonable fee for such services.
6. **Changes.** Landlord reserves the right to change or rescind any of the Rules and Regulations, or to make such other and further reasonable changes as in its judgment may, from time to time, be necessary for the safety, care, convenience, and cleanliness of the Property or for the comfort of its tenants.

7. **Security.** Tenant will comply with standard security requirements in effect from time to time at the Property, including without limitation, carding in and out and announcing visitors.

8. **Storage.** Tenant shall not use any portion of the Premises for storage or other services except as is customary for its operations in the Premises in accordance with the Permitted Use.

9. **Animals.** No animals (except for service animals) of any kind shall be brought into or kept in or about the Premises.

10. **No Sales or Auctions.** Tenant shall not use its Premises for the sale of merchandise, goods, or property of any kind at auction.

11. **Tenant Responsible.** Tenant shall be responsible for the observance of these rules and regulations by Tenant's employees, agents, contractors, licensees, and invitees.

**NOTHING IN THE LEASE OR IN THESE RULES AND REGULATIONS SHALL BE CONSTRUED TO IMPOSE UPON LANDLORD ANY DUTY OR OBLIGATION TO ENFORCE THE RULES AND REGULATIONS OR TERMS, COVENANTS OR CONDITIONS IN THIS OR ANY OTHER LEASE, AS AGAINST ANY OTHER TENANT AND LANDLORD SHALL NOT BE LIABLE TO TENANT FOR VIOLATION OF THESE RULES AND REGULATIONS BY ANY OTHER TENANT, ITS SERVANTS, EMPLOYEES, AGENTS, VISITORS OR LICENSEES.**
Exhibit F

Compliance with Controlled Substances Laws.

1. For purposes of this Section, (a) "Controlled Substances Laws" means the Federal Controlled Substances Act (21 U.S.C. §801 et seq.) or any other similar or related federal, state or local law, ordinance, code, rule, regulation or order; (b) "Controlled Substances" means marijuana, cannabis or other controlled substances as defined in the Federal Controlled Substances Act or that otherwise are illegal or regulated under any Controlled Substances Laws; and (c) "Controlled Substances Use" means any cultivation, growth, creation, production, manufacture, sale, distribution, storage, handling, possession or other use of a Controlled Substance.

2. Notwithstanding any provision in this Lease to the contrary, the Permitted Use, any course of conduct between the parties or any acquiescence by Landlord or its agents, Tenant shall not use or occupy the Premises in any manner for a Controlled Substances Use or in any manner that violates or could violate any Controlled Substances Laws, including, without limitation, any business, communications, financial transactions or other activities related to Controlled Substances or a Controlled Substances Use that violate or could violate any Controlled Substances Laws (collectively, "Drug-Related Activities"), all except to the extent expressly permitted to do so pursuant to the laws of the Commonwealth of Pennsylvania.

3. Tenant shall not engage in any Drug-Related Activities, other than those Tenant is expressly permitted to engage in pursuant to the laws of the Commonwealth of Pennsylvania.

4. Tenant shall not make any payments to Landlord from funds derived from Drug-Related Activities.

5. Tenant shall provide to Landlord and Landlord's lender, from time to time, within ten days after Landlord's or Landlord's lender's request therefor, any information that they may reasonably request, relating to compliance with this Section.

6. The provisions of this Section shall apply notwithstanding any state or local law permitting the Controlled Substances Use or Drug-Related Activities.

7. Notwithstanding any provision in this Lease or any other document or communication related thereto, to the contrary, no direct or indirect disclosure by Tenant to Landlord or any person affiliated with Landlord, and no knowledge of the Landlord's lender or any person affiliated with the Landlord, of the existence of any Drug Related Activities or Controlled Substance Uses on, in or about the Premises shall preclude or estop Landlord or be deemed to constitute a waiver of any right of Landlord to invoke any remedy under this Lease for violation of any provision hereof related to the prohibition of any Drug Related Activities or Controlled Substance Use on, in or about the Premises. The foregoing shall apply notwithstanding the receipt or execution by Tenant, Landlord, and/or Landlord's lender of an estoppel certificate or a subordination, non-disturbance or attornment agreement or other document.

8. Notwithstanding any provision in this Lease to the contrary, Landlord shall have the right in Landlord's sole discretion, upon 30 days' notice, to terminate this Lease with no further liability to Tenant if Landlord has reason to believe that (a) Landlord or any interest of Landlord in the Premises or Property will or is reasonably likely to be subject to any federal, state or local criminal, administrative or other enforcement action. (b) Landlord is or is reasonably likely to be subject any demand for compliance, notice of default or acceleration, or

similar action by Landlord’s lender, or (c) Tenant is in violation of the requirements of this Exhibit, or that Tenant, any property of Tenant, or Tenant’s leasehold interest is or is reasonably likely to be subject to any federal, state or local criminal, administrative, or other enforcement action relating to Drug-Related Activities. In the event of termination pursuant to this paragraph Tenant will immediately and properly dispose of all such items (and remove them from the Premises). The provisions of this paragraph shall apply notwithstanding any state or local law permitting the Controlled Substances Use or Drug-Related Activities.
March 13, 2017

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

RE: BAY, LLC Grower Processor Application

We are the owners of [REDACTED]. We approve BAY, LLC to use the premises for a grower and processor license under the Commonwealth of Pennsylvania Medical Marijuana Act.

Sincerely,
Affidavit of Business History

DOH REDACTED

pennsylvania
DEPARTMENT OF HEALTH

CONFIDENTIAL: This Document Contains Confidential Information Exempt from Disclosure Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.706(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

AFFIDAVIT OF CAPITAL SUFFICIENCY

State of Pennsylvania                )
County of Lawrence                  )

I/WE Justin L. Bruce

ADDRESS (REDACTED)                  (724) 652-5566 ext. 580
PHONE (REDACTED)

DOH REDACTED
CITY (REDACTED)
STATE (REDACTED)
ZIP CODE (REDACTED)
COUNTY (REDACTED)

For the following applicant:

BAY, LLC
NAME OF BUSINESS

475 W. Governor Road                (724) 652-5566 ext. 580
ADDRESS
PHONE

Hershey PA 17033 Dauphin
CITY STATE ZIP CODE COUNTY

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):

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

[Signature]
Signature of Affiant and Title

Authorized Signatory for BAY, LLC

Date

03-12-2017

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

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

My Commission Expires May 17, 2020

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

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

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

Trade names and DBA (doing business as) names:
DBA Cure Pennsylvania

Principal Business Address: 475 W. Governor Road

<table>
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<th>State: PA</th>
<th>Zip Code: 17033</th>
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<tr>
<td>First Name: Michael</td>
<td>Middle Name: Moses</td>
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<tr>
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Grow/Process Timeline

The following shows BAY's projected activities by month demonstrating the timeline to meet the deadline of operationalizing within six months of award of a permit. BAY assumes awards will take place at the end of June 2017, which means the deadline will occur at the end of December 2017.

The above chart shows the overall timeline to become operational. Some activities have been initiated in advance so the team can be poised to act upon award. The projected timeframe considers the need to allow time for delivery of products to dispensaries, as they must also become operational within six months.

HIGH-LEVEL ACTIVITIES SHOWING TYPE AND SUB-TYPE ACROSS MONTHS TO DECEMBER DEADLINE
The above chart shows a high-level breakdown of activities and their costs (in thousands) by month to become operational.

GLOBAL ADMINISTRATIVE ACTIVITIES AND ORDERS IN CHRONOLOGICAL ORDER BY SUB-TYPE

The above chart shows a further breakdown of Global Administrative Capital Expenditures activities and their costs chronologically by month to become operational.

PRODUCTION ACTIVITIES AND ORDERS IN CHRONOLOGICAL ORDER BY SUB-TYPE
This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.708(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22
The above chart shows a further breakdown of Production Capital Expenditures activities and their costs chronologically by month to become operational.

### EXTRACTION ACTIVITIES AND ORDERS IN CHRONOLOGICAL ORDER BY SUB-TYPE

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<th>Sub-Type</th>
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<th>Month to Order</th>
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This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.708(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22
The above chart shows a further breakdown of all activities and their costs chronologically by month to become operational.

HIGH-LEVEL ACTIVITIES SHOWING COST OF GOODS SOLD ACROSS MONTHS TO DECEMBER DEADLINE
The above chart shows a high-level breakdown of Cost of Goods Sold operational expenditure activities and their costs by month. This illustrates when production begins and all necessary materials needed per month as activities take place to get products ready for transport to dispensaries to meet six-month deadline.

HIGH-LEVEL ACTIVITIES SHOWING OPERATING EXPENSES ACROSS MONTHS TO DECEMBER DEADLINE

This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.708(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22
The above chart shows a high-level breakdown of other operational expenditure activities and their costs by month. This illustrates when supporting activities (e.g. PR & Outreach beginning May 2017) will occur per month as activities take place to get products ready for transport to dispensaries to meet six-month deadline.
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<tr>
<td>Also known as: Bob Yosaitis</td>
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<td>Address Line 1: [REDACTED]</td>
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<tr>
<td>Address Line 3: [REDACTED]</td>
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<td>State: [REDACTED]</td>
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<td>Email: [REDACTED]</td>
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</tr>
</tbody>
</table>

Name and Residential Address

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
<th>Suffix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rocco</td>
<td>Anthony</td>
<td>Ortenzio</td>
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<tr>
<td>Occupation: Vice Chair, Select Medical</td>
<td>Title in the applicant's business: Member</td>
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<tr>
<td>Also known as:</td>
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<td></td>
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</thead>
<tbody>
<tr>
<td>Silvan</td>
<td>Bernard</td>
<td>Lutkewitte</td>
<td>III</td>
</tr>
<tr>
<td>Occupation: Consultant</td>
<td>Title in the applicant's business: Member</td>
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<tr>
<td>Also known as: Sil</td>
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</thead>
<tbody>
<tr>
<td>Bradley</td>
<td>Alan</td>
<td>Francis</td>
<td></td>
</tr>
<tr>
<td>Occupation: Director of Operations, Cure Colorado</td>
<td>Title in the applicant's business: Operator</td>
<td></td>
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<tr>
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<td>-------------------------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>First Name:</strong> William</td>
<td><strong>Middle Name:</strong> S</td>
<td><strong>Last Name:</strong> Mackiernan</td>
<td></td>
</tr>
<tr>
<td><strong>Occupation:</strong> Owner, Cure Colorado</td>
<td><strong>Title in the applicant's business:</strong> Operator</td>
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<tr>
<td><strong>Also known as:</strong></td>
<td><strong>Date of birth:</strong> REDACTED</td>
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<tr>
<td><strong>Address Line 1:</strong></td>
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This Document Contains Redactions Pursuant to the Right-to-Know Law, 65 P.S. §§ 67.708(b), the Medical Marijuana Act, 35 P.S. § 10231.302, and 28 Pa. Code §§ 1141.22